

AGENDA

Raymore City Council Regular Meeting
City Hall – 100 Municipal Circle
Monday, January 23, 2023
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. Communications Report
- D. Comprehensive Plan
- E. Monthly Financial Report (pg 15)

7. Committee Reports

7. 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, January 9, 2023 (pg 25)

8. Unfinished Business - Second Reading

A. Recreation Park Playground Replacement - Award of Contract

- Reference:
- Agenda Item Information Sheet (pg 35)
 - Bill 3772 (pg 37)
 - Contract & Renderings (pg 39)

Staff recommends award of contract to Athco for the removal and replacement of the 2-5 year old playground at Recreation Park.

- City Council, 01/09/2023: Approved 7-0
- Parks and Recreation Board, 12/13/2022: Approved 6-0

9. New Business - First Reading

A. MARC Household Hazardous Waste Agreement

- Reference:
- Agenda Item Information (pg 85)
 - Bill 3774 (pg 87)
 - Agreement (pg 89)
 - MARC Letter of Invitation (pg 93)

Annually, the City participates in the Mid-America Regional Council (MARC) Household Hazardous Waste (HHW) program. The City's participation in this program allows residents to participate for free in several HHW drop-off events, including an event that annually alternates between Raymore and Belton and utilize permanent collection facilities throughout the region.

B. Edgewater at Creekmoor 8th Final Plat

- Reference:
- Agenda Item Information Sheet (pg 95)
 - Bill 3775 (pg 97)
 - Final Plat Staff Report (pg 100)
 - Development Agreement (pg 106)
 - Final Plat Drawing (pg 115)

Cooper Land Development has requested approval for the 8th phase of the Edgewater at Creekmoor subdivision, located along Hampstead Drive. This phase includes 11 residential lots and 2 common area tracts.

- Planning and Zoning Commission, 1/17/2023: Approval 9-0

C. Edgewater at Creekmoor 9th Final Plat

- Reference:
- Agenda Item Information Sheet (pg 117)
 - Bill 3776 (pg 119)
 - Final Plat Staff Report (pg 122)
 - Development Agreement (pg 128)
 - Final Plat Drawing (pg 137)

Cooper Land Development has requested approval of the 9th phase of the Edgewater at Creekmoor subdivision, located along Hampstead Drive. This phase includes 11 residential lots and 2 common area tracts.

- Planning and Zoning Commission, 1/17/2023: Approval 9-0

D. Support for a Proposed Bellah Terra Subdivision in Cass County, MO

- Reference: - Agenda Item Information Sheet (pg 139)
- Resolution 23-03 (pg 141)
- Proposed Subdivision Plat (pg 143)
- Letter of Support (pg 144)

Troy Bellah, developer of the proposed Bellah Terra subdivision, located within Cass County, MO, south of Hubach Hill Road, east of the Tiffany Manor subdivision, has requested a letter of support from the City of Raymore pursuant to Cass County Zoning Code section 405.020C(7)a. The proposed development is located outside the jurisdictional boundaries of the City, though directly adjacent to the City Limits of the City of Raymore, and is consistent with the Growth Management Plan.

E. Award of Contract - Missouri Capital Solutions (Emergency Reading)

- Reference: - Agenda Item Information Sheet (pg 145)
- Bill 3778 (pg 147)
- Contract (pg 149)

Staff, in consultation with the Mayor and City Council, have identified three areas for engagement with outside firms related to a threatened landfill development including public relations, legal representation, and legislative consulting.

Following a review of potential firms to perform this work, Missouri Capital Solutions, LLC has been determined to be the best partner for these specialized legislative consulting services and has indicated a willingness to work with the City of Raymore.

11. Public Comments

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

12. Mayor/Council Communication

13. Adjournment

Items provided under "Miscellaneous" in the Council Packet:

- Planning and Zoning Commission minutes, 12/6/2022 (pg 153)
-

EXECUTIVE SESSION (CLOSED MEETING)

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

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

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

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

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

Staff Reports

PUBLIC WORKS MONTHLY REPORT

January 2023

ENGINEERING DIVISION

Projects Under Construction

FY 2022 Street Preservation
FY 2022 Curb Replacement
FY 2022 Stormwater Improvement

Projects Under Design

2021 Inflow and Infiltration correction project
Sunset Lane and Hawk Ridge Park GO Improvements
FY 2022 ADA Ramp replacement
Signal at North Cass Parkway and Dean Avenue
5 year Street and Curb Plan

Development Under Construction

- Eastbrook at Creekmoor 3rd Plat
- Edgewater 8th and 9th Plats
- Oakridge Farms 4th
- Timber Trails 3rd
- Parkside 1st Plat
- Alexander Creek 3rd Plat

Developments Under Review

- Madison Valley 2nd Plat
- Ridgeview Estates
- The Depot
- Ascend
- The Prairie at Carroll Farms
- Eastbrooke 4th Plat
- Cunningham 3rd Plat
- Saddlebrook 1st Plat
- Parkside 1st & 2nd Plat
- The Estates at Knoll Creek 2nd Plat



OPERATIONS & MAINTENANCE DIVISION

- 26 City Hall Work Orders
- 16 Driveway Inspections
- 14 Final ROW Inspections
- 187 Locates
- 35 Service Requests
- 0 Sewer Inspection
- 12 Water Inspections
- 5 Sidewalk Inspection
- 12 Water Taps
- 0 Curb Inspection
- Fleet maintenance
- Picked up parts from Knapheide
- Pulled station readings
- Assessed and fixed frozen meters throughout city
- Activated new water meters
- Ordered salt to restock salt dome
- Unloaded and pushed salt into dome
- Commenco installed 4 new radio systems and fixed 2 old radios in snow trucks
- Ordered parts for fleet vehicles
- Washed engineering trucks
- Prepped trucks for upcoming winter event
- Made a pothole inventory
- Removed a haybale off Dean Ave
- Made ID signs
- Fixed light fixture at city hall
- Dropped truck 375 off for an oil change
- Diagnosed water line issues on Anne Ct
- Assisted FTC at lift station 7 on the air relief valves
- Completed IT's Last Pass Cyber Security Training
- Formed up the sidewalk panels from the water break on Bristol Dr
- Uploaded and entered annual backflow reports
- Pulled bi monthly water samples
- Picked up radios from Commenco
- Replaced snow plow blades on truck 384 and 388
- Snow event 01/11/23-01/12/23
- Repaired mailbox at 202 E Lucy Webb Rd
- Replaced sidewalk panels from the water break on Bristol Dr
- Clean and organized sign shop
- Pothole patched throughout city
- Washed and cleaned out trucks after snow event
- Completed dirt work on Bristol Dr after sidewalk panels went in
- Completed water service requests



MONTHLY REPORT

December 2022 / January 2023

Monthly Highlights

December Highlights

- Recreational basketball games began on Saturday, December 3, 2022 at the South Middle School and RAC.
- The Skate Shop and The Rink officially opened for the season during the Mayor's Tree Lighting on Friday night, December 3, 2022 at T.B. Hanna Station.
- Contracted crews installed the new 30' Mayor's Christmas Tree including lights and ornaments for the Mayor's Tree Lighting.
- Centerview was host to several rentals including business meetings, an after-funeral meal, recreation classes and square dance lessons.
- New Adopt-A Trail signs were installed throughout the park system, trees along trails were trimmed, and annual fall maintenance of landscape beds and natural areas were completed in December.
- The Parks and Recreation Board met in a special session to approve a contract for the replacement of the 2 to 5 year old playground at Recreation Park. The project is scheduled for summer 2023.
- Parks and Recreation Director Nathan Musteen was the guest speaker for the Raymore-Peculiar Optimist Club on Tuesday. Musteen provided updates on several park projects during the club's weekly breakfast meeting.
- The Park Maintenance crews performed the annual maintenance at the RAC including repair to the walls, paint and general maintenance on the much used facility. Staff also conducted general winter tasks in preparation for the colder weather.
- Parks Superintendent Steve Rulo attended the Recreation and Parks Advisory Committee meeting at the Missouri Public Risk offices.
- Park Maintenance Worker Jacob Wickey passed his Certified Playground Safety Inspector course.
- The Parks and Recreation Board met in a special meeting this week to discuss the expansion of the Raymore Activity Center.
- Hawk Ridge Park restrooms are closed for the season due to weather related damage to the plumbing from the extreme cold in December. Maintenance crews will repair the water line breaks over the winter.
- Park Maintenance staff participated in the snow plow plan during the snow event in December.





January Highlights

- Tiny Basketball began on January 7, 2023. This instructional program for 3 and 4 year olds teaches the basic fundamentals of the game in a fun atmosphere. Two sessions are maxed out and begin tomorrow at the Raymore Activity Center (RAC).
- Recreation Coordinator Corinne Harkins began planning the Family Valentine's Dance and pursuing sponsorships for the Easter Festival.
- Park Maintenance replaced boards on the backstops at the baseball complex. Several maintenance trucks were taken in for winter maintenance including oil changes, wipers, etc.
- Parks and Recreation Director Nathan Musteen and Parks Superintendent Steve Rulo met with Unlimited Play and contractors at the Hawk's Nest All Inclusive Playground for a project progress meeting. The playground is scheduled to be open in the spring.
- Parks and Recreation Director Nathan Musteen met with Brian Welborn, Director of Belton Parks and Recreation, to discuss departmental trainings, partnerships and joint programming.
- Recreation Coordinator Corinne Harkins attended the Missouri Parks and Recreation Young Professionals Section meeting. Harkins continues preparing for the upcoming Valentines Dance and Spring Craft Show.
- Athletic Coordinator Todd Brennon attended the South Metro Sports Group meeting in Pleasant Hill.
- Staff also participated in the snow removal during this recent weather event.
- The Mayor's Christmas Tree has been taken down and stored until next year.
- Parks and Recreation Director Nathan Musteen and Parks Superintendent Steve Rulo met with IT Administrative staff to review a new on-call contact system.



Now Hiring Awesome People!

Raymore Parks and Recreation is now hiring for all part-time positions including **Concessions staff, Sports Officials, Recreation Attendants and Site Supervisors 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

(December)

National Active and Retired Federal Employee Meeting
Live Wires Monthly Square Dance
American Arabian Horse Meeting
Holiday Movie Night-Elf
RayPec Sunrise Optimist Christmas Dinner
Celebration of Life

Square Dance Lessons
3 HOA Meetings
Paint Class-Winter truck and Tree/Grinch
Emerald Club Luncheon
Stuff and Fluff
Bunco / Bridge

(January)

Live Wires Monthly Square Dance
American Arabian Horse Meeting
Bridge
2 Birthday Parties
Hope Haven Board Meeting/DinnePaint Clas-Winter Trees
Raymore Chamber of Commerce Luncheon

2 HOA Meeting
Bunco
2 Police Training
ERC Quarterly Luncheon
Cass County CPR Training
Mario Kart Tournament

The Rink - 6 private rentals since December 3, 2022

The Rink at T.B. Hanna Station

- Saturdays 1-7 p.m.
- Sundays 1-6 p.m.
- Closed Mondays for maintenance.
- Tues-Fri: Skate Shop is closed, but anyone with their own skates is welcome to skate.
- Last Day of Skating - February 5
- Skate rentals are \$5 per day (cash only) and are available in sizes toddler 8 to adult 14.

PRIVATE RENTALS: \$175

Updates to the operating schedule will be shared at www.raymore.com/skate





Community Events

A graphic for a Family Valentine's Dance. It features a blue bird with a red flower on its back, holding a yellow envelope with a red heart. The background is light blue with faint hearts. The text is in various colors and fonts.

You're Invited!

Family Valentine's Dance
Saturday, Feb. 11, 2022
6-8 p.m.
Centerview

Join in a special evening your family will remember for years to come with music, dancing, treats, games and a photo booth to capture the memories!

Children ages 4-12 and parents
\$50 for four tickets or \$15/person
Space is limited to 160 participants

Register in person at Centerview or online at www.raymore.com/parks

Spring Craft Show

Support local crafters and small businesses when you shop for unique and handmade gifts, jewelry and home goods at the Raymore Parks & Recreation annual Spring Craft Show!

Date: Saturday, March 11, 2023
Hours: 10 a.m.-2 p.m.
Location: Raymore Activity Center, 1011 S. Madison St.
Cost: Admission is free.



WANT TO BE A VENDOR: Vendor spaces fill up quickly. If you're interested in being a vendor, fill out the online application and someone from Raymore Parks & Recreation will contact you with details. Vendor spaces are 10x10 feet and are \$30 for a standard space or \$40 for a space with electricity: <https://forms.gle/Sf5SyZjeitUSNvww5>



Contact Recreation Coordinator Corinne Harkins with questions at charkins@raymore.com or 816-322-2791.



FINANCE MONTHLY REPORT

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

December Financial Summary

Some notes regarding this month's summary operating report:

General Fund

Revenue:

16.67% of the way through the fiscal year, General Fund revenues are generally tracking as expected with total collected revenue of 16.71% 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 with the majority of the budgeted revenue expected by February 2023.
- Franchise Tax revenues are tracking below straight line at 13.91%. This revenue source varies depending on the weather, staff will continue to monitor this closely throughout the year.
- Sales tax revenues as a whole are tracking above straight line budget at 17.5%. City sales taxes are at 17.11% while state shared gasoline and vehicle taxes are at 18.35%.
- Fees and Permit revenues collected are tracking slightly below straight line budget at 15.55%. There are 4 detached single family and 60 attached single family residential building permits issued out of the 153 budgeted starts. In addition, we have issued 1 commercial building permit.
- License revenues collected are tracking as expected at 52.16% 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 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 15.01%. The court has transitioned 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 Communications Department is currently at 18.44% of straight line budget primarily due to the purchase of ADA software for the City's website.
- The Emergency Management Department is currently at 17.43% of straight line budget primarily due to the payment of the siren maintenance contract.

Parks & Recreation Fund

Revenue:

Revenues are at 12.58% of budget 16.67% of the way through the year. normal for this time of the year. Staff will monitor all revenue sources closely

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 18.26% 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
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REVENUE SUMMARY

NON-DEPARTMENTAL

PROPERTY TAXES	0.00	0.00	0.00	1,768,168.00	338,312.97	340,945.86	0.00	1,427,222.14	19.28
FRANCHISE TAXES	0.00	0.00	0.00	2,297,549.00	164,885.46	319,651.62	0.00	1,977,897.38	13.91
SALES TAXES	0.00	0.00	0.00	4,171,136.00	374,748.56	729,742.14	0.00	3,441,393.86	17.50
FEES AND PERMITS	0.00	0.00	0.00	657,655.00	72,931.47	102,276.87	0.00	555,378.13	15.55
LICENSES	0.00	0.00	0.00	122,477.00	32,801.00	63,885.00	0.00	58,592.00	52.16
MUNICIPAL COURT	0.00	0.00	0.00	251,228.00	16,764.11	37,702.50	0.00	213,525.50	15.01
MISCELLANEOUS	0.00	0.00	0.00	533,958.00	52,720.96	65,164.28	0.00	468,793.72	12.20
TRANSFERS - INTERFUND	0.00	0.00	0.00	1,878,303.00	146,315.34	292,630.68	0.00	1,585,672.32	15.58
TOTAL NON-DEPARTMENTAL	0.00	0.00	0.00	11,680,474.00	1,199,479.87	1,951,998.95	0.00	9,728,475.05	16.71

COVID-19

TOTAL REVENUES	0.00	0.00	0.00	11,680,474.00	1,199,479.87	1,951,998.95	0.00	9,728,475.05	16.71
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EXPENDITURE SUMMARY

NON-DEPARTMENTAL	0.00	0.00	0.00	1,275,000.00	12,500.00	1,150,000.00	0.00	125,000.00	90.20
ADMINISTRATION	0.00	0.00	0.00	1,450,179.34	126,185.37	209,482.02	15,738.33	1,224,958.99	15.53
INFORMATION TECHNOLOGY	1,561.05	1,963.50	(402.45)	799,844.16	76,525.03	175,531.31	11,738.58	612,574.27	23.41
ECONOMIC DEVELOPMENT	0.00	0.00	0.00	156,102.00	7,330.33	14,645.42	60.00	141,396.58	9.42
COMMUNITY DEVELOPMENT	0.00	0.00	0.00	783,784.80	58,305.56	115,932.76	1,678.78	666,173.26	15.01
ENGINEERING	0.00	0.00	0.00	488,249.00	41,043.33	79,215.22	860.75	408,173.03	16.40
STREETS	0.01	0.00	0.01	897,577.00	58,925.27	93,190.26	42,977.80	761,408.94	15.17
BUILDING & GROUNDS	401.79	0.00	401.79	381,246.00	24,563.64	44,644.21	10,159.60	326,442.19	14.37
STORMWATER	0.00	0.00	0.00	346,652.20	21,985.77	47,241.96	24.41	299,385.83	13.64
COURT	0.00	0.00	0.00	141,289.23	9,548.12	19,403.26	1,999.86	119,886.11	15.15
FINANCE	0.00	0.00	0.00	837,024.00	66,356.93	117,182.22	16,575.47	703,266.31	15.98
COMMUNICATIONS	0.00	0.00	0.00	223,207.00	23,251.79	40,486.80	674.98	182,045.22	18.44
PROSECUTING ATTORNEY	0.00	0.00	0.00	24,400.00	2,000.00	2,000.00	2,000.00	20,400.00	16.39
POLICE	0.00	1,360.92	(1,360.92)	4,663,706.00	356,234.93	681,238.47	16,471.93	3,965,995.60	14.96
EMERGENCY MANAGEMENT	0.00	0.00	0.00	134,046.00	7,604.11	23,335.68	33.23	110,677.09	17.43

TOTAL EXPENDITURES	1,962.85	3,324.42	(1,361.57)	12,602,306.73	892,360.18	2,813,529.59	120,993.72	9,667,783.42	23.29
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REVENUES OVER/(UNDER) EXPENDITURES	(1,962.85)	3,324.42	1,361.57	(921,832.73)	307,119.69	(861,530.64)	(120,993.72)	60,691.63	106.58
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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	474,915.00	91,046.73	91,755.28	0.00	383,159.72	19.32
MISCELLANEOUS	0.00	0.00	0.00	2,470.00	1,941.43	3,083.41	0.00	(613.41)	124.83
FACILITY RENTAL REVENUE	0.00	0.00	0.00	13,075.00	2,987.00	3,037.00	0.00	10,038.00	23.23
TRANSFERS - INTERFUND	0.00	0.00	0.00	550,000.00	45,833.33	91,666.66	0.00	458,333.34	16.67
TOTAL PARKS DIVISION	0.00	0.00	0.00	1,040,460.00	141,808.49	189,542.35	0.00	850,917.65	18.22
<u>RECREATION DIVISION</u>									
CONCESSION REVENUE	0.00	0.00	0.00	60,000.00	123.50	123.50	0.00	59,876.50	0.21
FACILITY RENTAL REVENUE	0.00	0.00	0.00	44,575.00	0.00	0.00	0.00	44,575.00	0.00
PROGRAM REVENUE	0.00	0.00	0.00	244,200.00	4,076.00	8,326.00	(70.00)	235,944.00	3.38
TOTAL RECREATION DIVISION	0.00	0.00	0.00	348,775.00	4,199.50	8,449.50	(70.00)	340,395.50	2.40
<u>CENTERVIEW</u>									
FACILITY RENTAL REVENUE	0.00	0.00	0.00	70,675.00	4,531.11	6,503.61	0.00	64,171.39	9.20
PROGRAM REVENUE	0.00	0.00	0.00	9,600.00	70.00	770.00	0.00	8,830.00	8.02
TOTAL CENTERVIEW	0.00	0.00	0.00	80,275.00	4,601.11	7,273.61	0.00	73,001.39	9.06
<u>RAYMORE ACTIVITY CENTER</u>									
MISCELLANEOUS	0.00	0.00	0.00	2,490.00	411.00	558.00	0.00	1,932.00	22.41
CONCESSION REVENUE	0.00	0.00	0.00	2,000.00	92.00	107.75	0.00	1,892.25	5.39
FACILITY RENTAL REVENUE	0.00	0.00	0.00	24,825.00	425.00	1,013.75	0.00	23,811.25	4.08
PROGRAM REVENUE	0.00	0.00	0.00	218,325.00	2,765.00	9,255.00	(65.00)	209,135.00	4.21
TOTAL RAYMORE ACTIVITY CENTER	0.00	0.00	0.00	247,640.00	3,693.00	10,934.50	(65.00)	236,770.50	4.39
TOTAL REVENUES	0.00	0.00	0.00	1,717,150.00	154,302.10	216,199.96	(135.00)	1,501,085.04	12.58
<u>EXPENDITURE SUMMARY</u>									
PARKS DIVISION	0.00	0.00	0.00	962,496.90	85,509.24	146,439.65	4,522.46	811,534.79	15.68
RECREATION DIVISION	0.00	570.55	(570.55)	375,079.00	22,907.90	45,788.50	533.21	328,757.29	12.35
CENTERVIEW	125.00	0.00	125.00	102,771.04	6,809.79	9,117.34	1,800.82	91,852.88	10.62
RAYMORE ACTIVITY CENTER	699.75	0.00	699.75	263,628.54	26,836.29	35,736.95	1,390.94	226,500.65	14.08
TOTAL EXPENDITURES	824.75	570.55	254.20	1,703,975.48	142,063.22	237,082.44	8,247.43	1,458,645.61	14.40
REVENUES OVER/(UNDER) EXPENDITURES	(824.75)	570.55	(254.20)	13,174.52	12,238.88	(20,882.48)	(8,382.43)	42,439.43	222.13-

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	23,910.00	12,088.17	20,410.69	0.00	3,499.31	85.36
UTILITY REVENUE	0.00	0.00	0.00	9,909,642.00	829,532.94	1,793,467.00	0.00	8,116,175.00	18.10
TOTAL NON-DEPARTMENTAL	0.00	0.00	0.00	9,933,552.00	841,621.11	1,813,877.69	0.00	8,119,674.31	18.26
<u>COVID-19</u>									
<u>SRF SEWER BONDS</u>									
TOTAL REVENUES	0.00	0.00	0.00	9,933,552.00	841,621.11	1,813,877.69	0.00	8,119,674.31	18.26
<u>EXPENDITURE SUMMARY</u>									
NON-DEPARTMENTAL	0.00	0.00	0.00	600,000.00	50,000.00	100,000.00	0.00	500,000.00	16.67
WATER	37,093.11	13,800.14	23,292.97	3,731,906.08	314,860.21	408,642.38	(3,532.81)	3,326,796.51	10.86
SEWER	6,980.00	27,989.33	(21,009.33)	4,013,697.55	606,723.89	574,883.61	(20,612.78)	3,459,426.72	13.81
SOLID WASTE	0.00	0.00	0.00	1,992,431.00	150,943.48	150,943.48	0.00	1,841,487.52	7.58
TOTAL EXPENDITURES	44,073.11	41,789.47	2,283.64	10,338,034.63	1,122,527.58	1,234,469.47	(24,145.59)	9,127,710.75	11.71
REVENUES OVER/(UNDER) EXPENDITURES	(44,073.11)	41,789.47	(2,283.64)	(404,482.63)	(280,906.47)	579,408.22	24,145.59	(1,008,036.44)	149.22-

Investment Monthly Report

Investments Held at 12/31/22

Purchase Date	Receipt #	Institution	Description	Restricted	Maturity Date	Principal	Par **	Yield	Market*
12/21/22	1154210	NASB	CD		12/21/23	2,000,000.00	2,000,000.00	4.5000	2,000,000.00
12/21/22	1154228	NASB	CD		12/21/23	2,000,000.00	2,500,000.00	4.5000	2,000,000.00
10/18/12		MOSIP	MOSIP POOLE- GENERAL FUND		NA	2,147,379.60	2,147,379.60	4.1600	2,147,379.60
06/03/16		MOSIP	MOSIP POOLE - GENERAL FUND		NA	1,026,934.93	1,026,934.93	4.1600	1,026,934.93
09/01/16		MOSIP	MOSIP POOLE - GENERAL FUND		NA	1,114,263.97	1,114,263.97	4.1600	1,114,263.97
08/26/22	296021143	COMMERCE	CD		08/10/23	2,062,000.00	2,062,000.00	3.2580	2,062,000.00
08/14/19	901472	CBR	CD	Fund 50	08/25/23	702,218.01	702,218.01	0.2000	702,218.01
09/11/22	902480	CBR	CD		09/11/23	2,008,423.68	2,008,423.68	3.6000	2,008,423.68
03/31/22		COMMERCE	US TREASURY	GO BOND	03/31/23	4,800,000.00	4,800,000.00	1.6500	4,800,000.00
11/01/22	296021348	COMMERCE	US TREASURY	GO BOND	10/05/23	5,215,000.00	5,215,000.00	4.5950	5,215,000.00
08/31/22	60031560	COMMERCE	US TREASURY	JUSTICE CENTER	08/10/23	5,567,000.00	5,567,000.00	3.2780	5,567,000.00

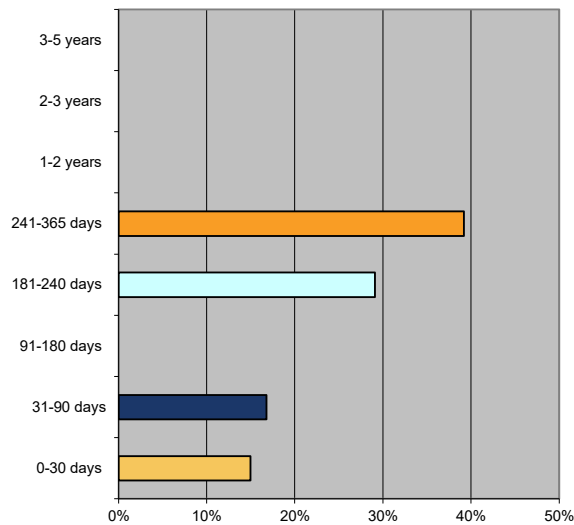
Investment Total **28,643,220.19** **29,143,220.19** **28,643,220.19**

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

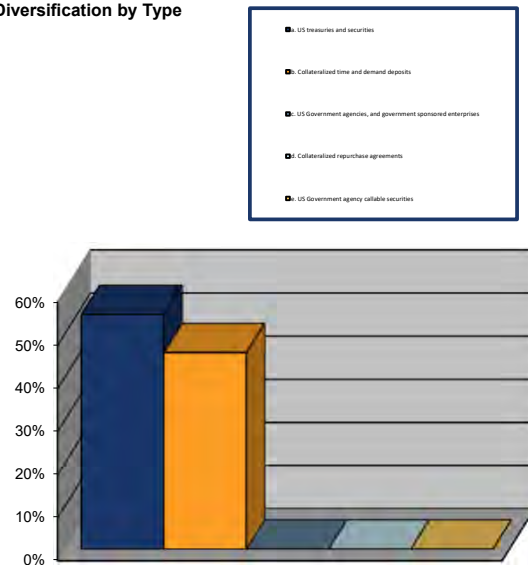
Average Annual Rate of Return: **3.4934**

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

Investment by Maturity



Diversification by Type



Listing of Investments Matured During the Month

Month	Receipt #	Institution	Description	Restricted	Maturity Date	Principal	Par **	Yield	Days Held
12/17/21	1936	CBR	CD		12/20/22	2,000,000.00	2,000,000.00	0.4300	365
12/17/21	1944	CBR	CD		12/20/22	2,500,000.00	2,500,000.00	0.4300	365

Average Rate of Return on Maturities: 0.43

December 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. 2022 - Sept. 2023)	MoDOT (Traffic & Hwy. Safety Division)	\$7,500 (no match)	\$0.00	\$0.00	09/30/22
State & Community Hwy. Safety Grant - HMV (Oct. 2022 - Sept. 2023)	MoDOT (Traffic & Hwy. Safety Division)	\$6,000 (no match)	\$0.00	\$0.00	09/30/22
Bulletproof Vest Partnership (Sept. 2019 - Aug. 2022)	DOJ	\$5,398 (50% match)	\$3,389.38	\$3,389.38	08/31/24
Parks:					
Emergency Management:					
Emergency Mgmt. Performance Grant - 2023 (July 2022 - June 2023)	FEMA	\$41,678.26 (50% match)	\$7,784.60	\$7,784.60	06/30/23
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	\$4,502,163.68	\$4,502,163.68	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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December Grant Summary

Emergency Mgmt. Performance Grant - 2022 (July 2021 - June 2022)	FEMA	\$51,213.99 (50% match)	\$35,249.14	\$35,249.14	06/30/22
State & Community Hwy. Safety Grant - DWI (Oct. 2021 - Sept. 2022)	MoDOT (Traffic & Hwy. Safety Division)	\$7,500 (no match)	\$4,304.42	\$3,486.89	09/30/22
State & Community Hwy. Safety Grant - HMV (Oct. 2021 - Sept. 2022)	MoDOT (Traffic & Hwy. Safety Division)	\$6,000 (no match)	\$4,487.48	\$3,736.19	09/30/22

Consent Agenda

THE RAYMORE CITY COUNCIL MET IN REGULAR SESSION ON MONDAY, JANUARY 9, 2023 IN COUNCIL CHAMBERS AT 100 MUNICIPAL CIRCLE, RAYMORE, MISSOURI. MEMBERS PRESENT: MAYOR TURNBOW, COUNCILMEMBERS BARBER, BERENDZEN, BURKE III, FORSTER, HOLMAN, TOWNSEND, AND WILLS. ALSO PRESENT: CITY MANAGER JIM FEUERBORN, CITY ATTORNEY JONATHAN ZERR, AND CITY CLERK ERICA HILL.

1. Call to Order

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

2. Roll Call

City Clerk Erica Hill called roll; quorum present to conduct business. Councilmember Abdelgawad was absent.

3. Pledge of Allegiance

4. Presentation/Awards

5. Personal Appearances

6. Staff Reports

Development Services Director David Gress reviewed the staff report included in the packet. He provided an update on ongoing projects, including the opening of Johnny's Tavern next week, the status of Blush Bootcamp, and the ribbon-cutting of the new Eagles Outreach location. He announced upcoming items of the Planning and Zoning Commission. He noted the 20 year work anniversaries of Heather Eisenbarth and Jon Woerner.

Chief of Police Jim Wilson presented information on the fentanyl crisis. He also noted that January 9 is Law Enforcement Appreciation Day.

City Manager Jim Feuerborn noted there would be no work session on January 16 in observance of Martin Luther King Day. He requested that Item C of New Business Item C from the agenda.

MOTION: By Councilmember Townsend, second by Councilmember Holman to remove Item C of New Business from the agenda.

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

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

Mayor Turnbow announced the motion carried and declared Bill 3764 as **Raymore City Ordinance 2023-001**.

B. Recreational Marijuana Sales Tax on April 4, 2023 Ballot

BILL 3771: "AN ORDINANCE AUTHORIZING AND DIRECTING SUBMISSION TO THE VOTERS OF THE CITY OF RAYMORE, MISSOURI, AT THE ELECTION OF APRIL 4, 2023, FOR THE PURPOSE OF AUTHORIZING THE IMPOSITION OF AN ADDITIONAL SALES TAX OF THREE PERCENT (3%) ON THE RETAIL SALE OF ADULT USE MARIJUANA AS PRESCRIBED BY SECTION 115.121.3 RSMO; AND DIRECTING THE CITY CLERK TO PROVIDE NOTICE OF THE ELECTION."

City Clerk Erica Hill conducted the second reading of Bill 3771 by title only.

MOTION: By Councilmember Townsend, second by Councilmember Holman to approve the second reading of Bill 3771 by title only.

DISCUSSION: None

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

Mayor Turnbow announced the motion carried and declared Bill 3771 as **Raymore City Ordinance 2023-002**.

C. Award of Contract - Neal/Settle Printing Inc. For Printing Services

BILL 3766: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH NEAL/SETTLE PRINTING INC. FOR PRINTING SERVICES."

City Clerk Erica Hill conducted the second reading of Bill 3766 by title only.

MOTION: By Councilmember Townsend, second by Councilmember Holman to approve the second reading of Bill 3766 by title only.

DISCUSSION: None

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

Mayor Turnbow announced the motion carried and declared Bill 3766 as **Raymore City Ordinance 2023-003**.

D. Award of Contract - Fast Signs for Sign Printing Services

BILL 3767: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH FAST SIGNS FOR SIGN PRINTING SERVICES."

City Clerk Erica Hill conducted the second reading of Bill 3767 by title only.

MOTION: By Councilmember Townsend, second by Councilmember Holman to approve the second reading of Bill 3767 by title only.

DISCUSSION: None

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

Mayor Turnbow announced the motion carried and declared Bill 3767 as **Raymore City Ordinance 2023-004**.

E. The Estates of Knoll Creek 2nd Final Plat

BILL 3765: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, APPROVING THE ESTATES AT KNOLL CREEK 2ND FINAL PLAT, LOTS 57 THROUGH 95 AND TRACTS D AND E, A SUBDIVISION OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 46N, RANGE 32W, RAYMORE, CASS COUNTY, MISSOURI."

City Clerk Erica Hill conducted the second reading of Bill 3765 by title only.

MOTION: By Councilmember Townsend, second by Councilmember Holman to approve the second reading of Bill 3765 by title only.

DISCUSSION: None

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

Mayor Turnbow announced the motion carried and declared Bill 3765 as **Raymore City Ordinance 2023-005**.

10. New Business

A. Tax Increment Financing Plans and Redevelopment Projects - Progress Overview (public hearing)

Mayor Turbow opened the public hearing at 7:25 p.m. and called for a staff report.

Economic Development Director Brandon Keller provided a review of the staff report included in the Council packet. In accordance with RSMo. 99.865, the City Council shall determine if the tax increment financing (TIF) plans and their associated redevelopment projects are making satisfactory progress under the proposed time schedules contained within the approved plans for the completion of the projects. Mr. Keller provided an update of the progress of the Foxwood Village Shops TIF Plan, Highway 58 West Extended Redevelopment TIF Plan (Galleria), and Highway 58 and Dean Avenue TIF Plan (Raymore Marketplace) for the period of September 2021 to October 2022. Mr. Keller and Mr. Feuerborn answered questions from Council.

Mayor Turnbow opened the floor for comments. Hearing none, he closed the public hearing at 7:32 p.m.

B. Award of Contract - Recreation Park Playground Replacement

BILL 3772: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH ATHCO FOR REPLACEMENT OF THE 2-5 YEAR OLD RECREATION PARK PLAYGROUND."

City Clerk Erica Hill conducted the first reading of Bill 3772 by title only.

Parks and Recreation Director Nathan Musteen provided a review of the staff report included in the Council packet. The FY22 Capital Improvement Plan includes the replacement of the older playground area at Recreation Park. In October 2022, staff released an RFP inviting qualified vendors to submit proposals for the playground. Three proposals were received. The Park Board reviewed the proposals in a work session on November 22. All proposals met the design requirements as outlined in the RFP. Athco provided a design that includes a poured in place rubber surface with a full concrete subsurface, 6 belt swings, 2 infant swings, 1 adaptive chair swing, 1 adult/child combination swing, 2 resting benches, concrete borders with trail connectors and a 2-5 year old inclusive play structure. Additionally, Athco created a layout that fits the space and creates a more aesthetically pleasing addition to the main playground area at Recreation Park. Based on Park Board review of the proposals, Staff is recommending that the FY22 Recreation Park Playground replacement project be awarded to Athco.

MOTION: By Councilmember Townsend, second by Councilmember Holman to approve the first reading of Bill 3772 by title only.

DISCUSSION: Councilmembers Berendzen and Burke thanked staff for consistently improving the parks.

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

C. Item C was removed from the agenda.

11. Public Comment

12. Mayor/Council Communication

Mayor Turnbow and Councilmembers congratulated employees on recent anniversaries, expressed their appreciation of the Police Department, thanked Chief Wilson for his report, and noted the progress at Hawk Ridge Park's Hawk's Nest playground.

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

ROLL CALL VOTE:	Councilmember Abdelgawad	Absent
	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 City Council adjourned to Executive Session at 7:49 p.m.

13. Adjournment

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

DISCUSSION: None

VOTE:	Councilmember Abdelgawad	Absent
	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 9:28 p.m.

Respectfully submitted,

Erica Hill
City Clerk

Unfinished Business



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: January 9, 2023

SUBMITTED BY: Nathan Musteen

DEPARTMENT: Parks & Recreation

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

TITLE / ISSUE / REQUEST

Bill 3772: Recreation Park Playground, Athco

STRATEGIC PLAN GOAL/STRATEGY

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

FINANCIAL IMPACT

Award To:	Athco
Amount of Request/Contract:	\$150,000
Amount Budgeted:	\$150,000
Funding Source/Account#:	Fund 47 / 47-00-8480-0000

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
February 1, 2023	June 30, 2023

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:	Parks and Recreation Board
Date:	December 13, 2022
Action/Vote:	6-0 (2 absent)

LIST OF REFERENCE DOCUMENTS ATTACHED

Bill 3772
Contract
Proposal documents and renderings

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

The FY22 Capital Improvement Plan includes the replacement of the older playground area at Recreation Park.

In October 2022, staff released an RFP inviting qualified vendors to submit proposals for the playground. Three proposals were received.

Gametime - \$149,998.38

Athco - \$150,000

Miracle - \$150,000

The Park Board reviewed the proposals in a work session on November 22. All proposals met the design requirements as outlined in the RFP.

Athco provided a design that includes a poured in place rubber surface with a full concrete subsurface, 6 belt swings, 2 infant swings, 1 adaptive chair swing, 1 adult/child combination swing, 2 resting benches, concrete borders with trail connectors and a 2-5 year old inclusive play structure. Additionally, Athco created a layout that fits the space and creates a more aesthetically pleasing addition to the main playground area at Recreation Park.

Based on Park Board review of the proposals, Staff is recommending that the FY22 Recreation Park Playground replacement project be awarded to Athco.

BILL 3772

ORDINANCE

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH ATHCO FOR REPLACEMENT OF THE 2-5 YEAR OLD RECREATION PARK PLAYGROUND."

WHEREAS, the two to five year old playground at Recreation Park has exceeded its useable life expectancy; and,

WHEREAS, the FY22 Capital Improvement Program included \$150,000 to replace the two to five year old playground at Recreation Park; and,

WHEREAS, Staff has solicited bids through the RFP process; and,

WHEREAS, the Parks and Recreation Board has reviewed all proposals.

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

Section 1. The City Manager is directed and authorized to enter into an agreement with Athco for the replacement of the two to five year old playground at Recreation Park.

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

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

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

DULY READ THE FIRST TIME THIS 9TH DAY OF JANUARY, 2023.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 23RD DAY OF JANUARY, 2023, 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

RECREATION PARK PLAYGROUND

This Contract for Recreation Park Playground , hereafter referred to as the **Contract** is made this 24th day of January, 2023, between Athco, an entity organized and existing under the laws of the State of Kansas, with its principal office located at 13500 W. 108th St, Lenexa, KS 66215, 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 January 24 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 23-417-201 and the General Terms and Conditions in Appendix B, commonly referred to as Contract Terms and Conditions and according to 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 160 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 \$150,000.00.

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

The City Manager has the authority for change orders.

ARTICLE IV CONTRACT PAYMENTS

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

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

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

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

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

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

ARTICLE V INSURANCE REQUIREMENTS

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

ARTICLE VI DAMAGES/DELAYS/DEFECTS

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

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

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

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

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

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

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

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

ARTICLE VII RESPONSIBILITIES

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

The Contractor's responsibilities and obligations under this agreement are accepted subject to strikes, outside labor troubles (including strikes or labor troubles affecting vendors or suppliers of Contractor), accidents, transportation delays, floods, fires, or other acts of God, and any other causes of like or different character beyond the control of Contractor. Impossibility of performance (but not simply frustration of performance) by reason of any legislative, executive, or judicial act of any governmental authority shall excuse performance of or delay in performance of this agreement. The City and the Contractor shall agree upon 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 29) if the project is over \$75,000. The contractor shall include the provisions of this clause in all subcontracts for work to be performed by subcontractors under this contract so that provisions of this clause are binding upon subcontractors.

ARTICLE VIII CANCELLATION AND/OR TERMINATION OF AGREEMENT

With Cause – If Contractor fails to perform his duties as specified in this contract, the City through its appointed representative, shall notify the Contractor to correct any default under the terms of this contract. Such notification may be made in writing, and delivered via regular, certified facsimile or email. If the Contractor fails to correct any default after notification of such default, the City shall have the right to immediately terminate this agreement by giving the Contractor ten (10) days written notice, and delivered via regular, certified facsimile or email. If the Contractor fails to correct any default(s) after notification of such default(s) are of such that they endanger the health, safety and/or welfare of the residents of Raymore, City may terminate this contract immediately and retain the services of an alternative contractor to perform the services for which Contractor may be held liable for such costs.

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

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

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

ARTICLE IX ARBITRATION

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

ARTICLE X WARRANTY

Contractor warrants that all workmanship shall be of good quality, in conformance with bid specifications and guarantee all materials, equipment furnished, and work performed for a period of two (2) years from the date of substantial completion as noted in the 2019 City of Raymore "Standard Contract Documents and Technical Specification & Design Criteria for Utility and Street Construction."

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

ARTICLE XI
REQUIRED SAFETY TRAINING

- A. Awarded contractors and their subcontractors must provide a 10-hour OSHA construction safety program, or a similar program approved by the Department of Labor and Industrial Relations, for their on-site employees who have not previously completed such safety training and are directly engaged in public improvement construction;
- B. Awarded contractors and their subcontractors must require all on-site employees to complete this ten-hour program within 60 days of beginning construction work if they have not previously completed the program and have documentation of doing so. On site employees who cannot provide proper documentation of completion of required safety training when requested will be given 20 days to produce the documentation before being removed from the project and before their employers will be subject to penalties. Provide any completed certificates prior to project start.

ARTICLE XII
NOTICE OF PENALTIES FOR FAILURE
TO PROVIDE SAFETY TRAINING

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

ARTICLE XIII
AFFIDAVIT of WORK AUTHORIZATION

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

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

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

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)

ATHCO

By: _____

Title: _____

Attest: _____

APPENDIX A **SCOPE OF SERVICES AND SPECIAL PROVISIONS**

RECREATION PARK PLAYGROUND

ANTICIPATED SCOPE OF SERVICES:

OPPORTUNITY

The City of Raymore, Missouri is soliciting Proposals from qualified playground equipment manufacturers and/or vendors ("Vendors") to design, provide, and install playground equipment at Recreation Park, as detailed in this Request for Proposals (RFP). In general, the City is looking for a unique play area with engaging features and high play value that will encourage physical activity and enhance motor skill development specifically for 2-5 year olds and incorporate various types of swings for all ages and abilities.

EXISTING CONDITION

Recreation Park, located at 1011 South Madison in Raymore, Missouri currently has two playgrounds. In 2020, one playground was replaced. The remaining playground, the 2 - 5 year old area, is scheduled for replacement 2023. The two play areas are separated by a 10ft wide sidewalk.

An aerial view of the location is included.

SCOPE

The firm selected will be responsible for providing all site preparation, design, layout and purchasing through qualified government cooperative purchasing contracts or at the lowest cost available. Design and site layout includes but is not limited to identification of all utilities, utilization of existing landscape and hardscape features. All designs and installation must meet budgeting constraints as approved by the Parks and Recreation Board and City Council.

The firm will be expected to meet with the staff throughout all phases of the project including: design completion, procurement process and construction. Items specific to this RFP include:

1. Recreation Park Playground Replacement (5-12 year old area)

\$150,000

- a. Construction - Winter/Spring 2023, Grand opening spring/summer 2023
- b. Removal and disposal of current play features, site preparation

- c. Provide a minimum of one structure designed for ages 2 to 5.
 - i. Themed design appropriate for the location and coordinating in color and likeness to the current play structure adjacent to the site.
- d. Provide a *minimum* of 6 belt swings, 2 infant swings, 1 adaptive chair swing and 1 adult/child combination swing.
- e. Play structure and swings should include elements of inclusive play designed for children of all abilities.
- f. Provide a minimum of 2 resting benches incorporated into the overall design.
- g. Additional considerations will be looked at for incorporating shade and non-traditional swing units such as tire swings or disc swings.
- h. Concrete curb border, concrete connectors to the sidewalk on the west side and the loop trail on the east side to provide ADA access.
- i. Surfacing should be rubber tile or poured in place rubber surface meeting safety and ADA requirements.
- j. All play system elements must demonstrate the highest level of durability in materials and finishes selected in consideration of child health and safety.
- k. Play structures and amenities must be age appropriate with proper signage.
- l. All equipment must meet and/or exceed all federal, CPSC, ASTM & IPEMA guidelines. Documentation of compliance must be provided to the City with the Vendor's proposal.

Play system design shall safely fit in the current location. Vendors are encouraged to be creative in their designs and to maximize the space. Space and expansion can vary within the current location provided all trees and trail/sidewalk systems are not altered or disturbed.

Vendors should base their playground equipment designs on meeting all accessibility and safety standards as well as the guidelines & specifications listed in this RFP. Quality of equipment components, quality of design, play value, cost, and appropriateness to location and target demographic must be taken into consideration in the design of the play system.

The play system(s) assembly and installation will be provided and managed by the Vendor. The Vendor must supply direct supervision from the manufacturer or supply a qualified and certified representative with playground installation.

A representative of the Vendor is required to conduct a post installation inspection of equipment upon completion to insure the proper installation of the equipment. If

not properly installed, modifications must be submitted in writing to the City and remedied immediately. Co-inspection with the Vendor's representative of assembly and installation work will be conducted by the City following installation. The City or its representatives will supply the punch list for final completion generated by this co-inspection. The Vendor shall submit to the City the manufacturer's certification of compliance and warranty following punch list completion.

Warranty: Upon completion of installation, the Supplier must provide documentation attesting the equipment has been installed meeting all specifications thereby warranted by the manufacturer. Additionally, it is the Vendor's responsibility to provide to the City the manufacturer's warranty of installed equipment.



ADDITIONAL BIDDING INFORMATION

1. Project is tax exempt.

CITY OF RAYMORE, MISSOURI
RFP # 23-417-201

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 Parks 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 Parks Director will designate their authorized representatives in writing. Both the City of Raymore and the Contractor must approve any changes to the contract in writing.

B. *Contract Period*

Award of this contract is anticipated prior to the end of January, 2023.

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 29 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 29). 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 23-417-201

PROPOSAL VALIDITY AND COMMITMENT TO SIGN AGREEMENTS

I (authorized agent) Collin Anderson having authority to act on behalf of (Company name) Athco do hereby acknowledge that (Company name) Athco 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: Athco

ADDRESS: 13500 W. 108th St.
Street

ADDRESS: Lenexa KS 66215
City State Zip

PHONE: 913-469-5600

E-MAIL: athco@athcollc.com

DATE: 11/15/2022
(Month-Day-Year)

 Sales Consultant
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 23-417-201

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 X 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 X 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 23-417-201

EXPERIENCE / REFERENCES

To be eligible to respond to this RFP, every bidder must be in business for a minimum of one (1) year and must demonstrate that they, or the principals assigned to this Project, have successfully completed services, similar to those specified in the Scope of Service section of this RFP, to at least one customer with a project similar in size and complexity to the City of Raymore. *Please list any Municipalities that you have done work for in the past, not including the City of Raymore.

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

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

COMPANY NAME	Raymore Peculiar School District
ADDRESS	2100 S. School Rd. Peculiar, MO 64078
CONTACT PERSON	Scott Dobson
CONTACT EMAIL	scott.dobson@raypec.org
TELEPHONE NUMBER	816-892-1361
PROJECT, AMOUNT AND DATE COMPLETED	Peculiar Elem., \$150K+ 08/2022

COMPANY NAME	City of Clinton
ADDRESS	1004 E. Sedalia Ave, Clinton, MO 64735
CONTACT PERSON	Wendee Seaton
CONTACT EMAIL	wseaton@cityofclintonmo.com
TELEPHONE NUMBER	660-885-2181
PROJECT, AMOUNT AND DATE COMPLETED	Inclusive playground, \$500K+, 10/2020

COMPANY NAME	Harrisonville School District
ADDRESS	1901 S. Halsey Ave. Harrisonville, MO 64701
CONTACT PERSON	Jason Eggers
CONTACT EMAIL	jason.eggers@harrisonvilleschools.org
TELEPHONE NUMBER	816-380-2727
PROJECT, AMOUNT AND DATE COMPLETED	Harrisonville ECC, Harrisonville Elem., McEowen Elem., \$150+ each location, 03/2022

COMPANY NAME	Blue Springs Parks and Rec
ADDRESS	6500 NW Valley View Rd, Blue Springs, MO 64015
CONTACT PERSON	Dennis Dovel
CONTACT EMAIL	ddovel@bluespringsgov.com
TELEPHONE NUMBER	816-228-0265
PROJECT, AMOUNT AND DATE COMPLETED	Hidden Valley Park, \$300K, 03/2022

COMPANY NAME	Overland Park Parks and Rec
ADDRESS	W. 88th and Farley St. Overland Park, KS 66212
CONTACT PERSON	Mike Burton
CONTACT EMAIL	mike.burton@opkansas.org
TELEPHONE NUMBER	913-327-6638
PROJECT, AMOUNT AND DATE COMPLETED	Strang Park, \$500K+, 09/2022

State the number of Years in Business: 70

State the current number of personnel on staff: 8

PROPOSAL FORM D
RFP 23-417-201

Proposal of Athco LLC, organized and
(Company Name)
existing under the laws of the State of Kansas, doing business
as Athco (*)

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. 23-417-201– Recreation Park Playground.

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. 23-417-201

Recreation Park Playground

Base Bid

Bid Items	Units	Estimated Quantities	\$/Units	Total
Mobilization, Bonds and Insurance - not to exceed 5%				\$
Design		LS		\$
Site Preparation		LS		\$
Equipment <i>(Further Breakout of equipment should be included in design proposal)</i>		LS		\$ 45K
Surfacing		LS		\$ 95K
Installation		LS		\$ 10K
				\$
TOTAL BASE BID				\$150,000

Company Name Athco

Total Base Bid for Project Number: 23-417-201

\$ 150,000.00

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

(\$ one-hundred and fifty thousand dollars)

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

Design options shown for \$150K price point and \$160K price point.

Design renders show a \$160K option with our SmartPlay Motion.

**BID PROPOSAL FORM E – RFP 23-417-201
CONTINUED**

Company Name Athco

By 
Authorized Person's Signature

Collin Anderson, Sales Consultant
Print or type name and title of signer

Company Address 13500 W. 108th St.
Lenexa, KS 66215

Phone 913-469-5600

Fax 913-469-8134

Email athco@athcollc.com

Date 11/15/2022

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
RECREATION PARK PLAYGROUND
Project #23-417-201


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 - Proposal Date Change

The proposal due date has changed to: November 16th, 2022 at 10:00 a.m.

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 November 11th, 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: Athco
By: Collin Anderson
Title: Sales Consultant
Address: 13500 W. 108th St.
City, State, Zip: Lenexa, KS 66215
Date: 11/15/22 Phone: 913-469-5600
Signature of Bidder: 

ADDENDUM MUST BE SUBMITTED WITH BID



My Company

My Company Profile

Company Information

Company Name

ATHCO, LLC

Doing Business As (DBA)

ATHCO, LLC

Company ID

230545

Enrollment Date

07/15/2009

Employer ID Number

431835690

DUNS Number

Total Number of Employees

5 to 9

NAICS Code

423

Sector

Wholesale Trade

Subsector

Merchant Wholesalers, Durable Goods

[Edit Company Information](#)

Employer Category

Employer Category

None of these categories apply

[Edit Employer Category](#)

Company Locations

Hiring Sites

Physical Address

13500 W 108th Street
Lenexa, KS 66215

Mailing Address

Same as Physical Address

Number of Sites

1

[Edit Hiring Sites](#)

[Edit Company Locations](#)

Company Access and MOU

My Company is Configured to:

Verify Its Own Employees

Memorandum of Understanding

[View Current MOU](#)

[U.S. Department of Homeland Security](#)

[U.S. Citizenship and Immigration Services](#)

[Accessibility](#)

[Plug-ins](#)



E - VERIFY AFFIDAVIT

(As required by Section 285.530,RSMo)

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

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

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

KNOWINGLY: A person acts knowingly or with knowledge,

(a) with respect to the person's conduct or to attendant circumstances when the person is aware of the nature of the person's conduct or that those circumstances exist; or

(b) with respect to a result of the person's conduct when the person is aware that the person's conduct is practically certain to cause that result.

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

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

Name/Contractor: Collin Anderson

Company: Athco

Address: 13500 W. 108th St., Lenexa, KS 66215

- 1 I am of sound mind and capable of making this Affidavit, and am personally acquainted with the facts stated herein.
- 2 Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the following services contracted between Contractor and the City of Raymore: Project # 23-417-201.
- 3 Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.

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

Athco
Company Name


Signature

Name: Collin Anderson

Title: Sales Consultant

STATE OF Kansas COUNTY OF Johnson

Subscribed and sworn to before me this 15th day of November, 2022.

Notary Public: _____

My Commission Expires: 02/06/2024 Commission # _____

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

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

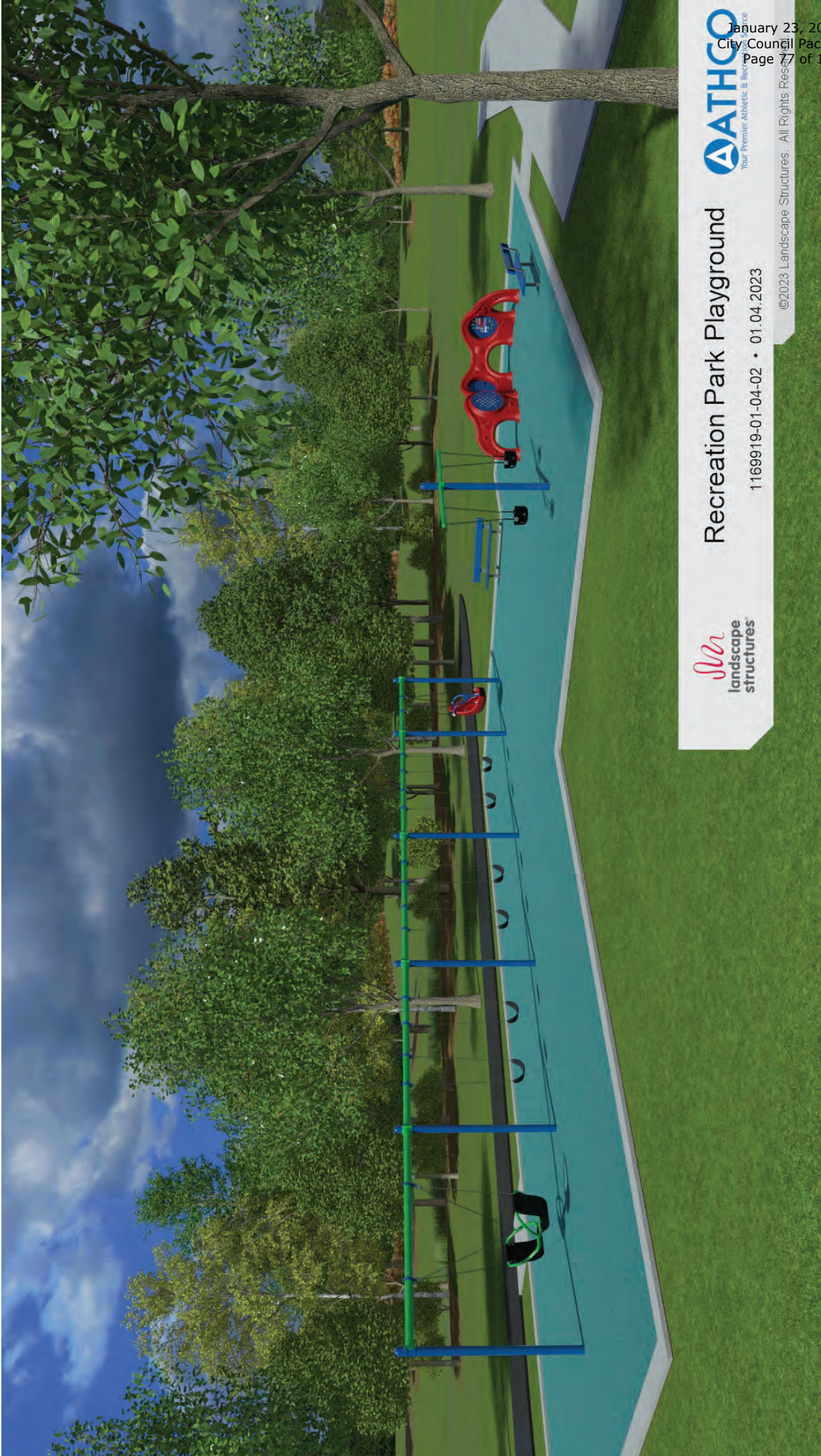


Recreation Park Playground

1169919-01-04-01 • 01.04.2023



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Recreation Park Playground

1169919-01-04-02 • 01.04.2023



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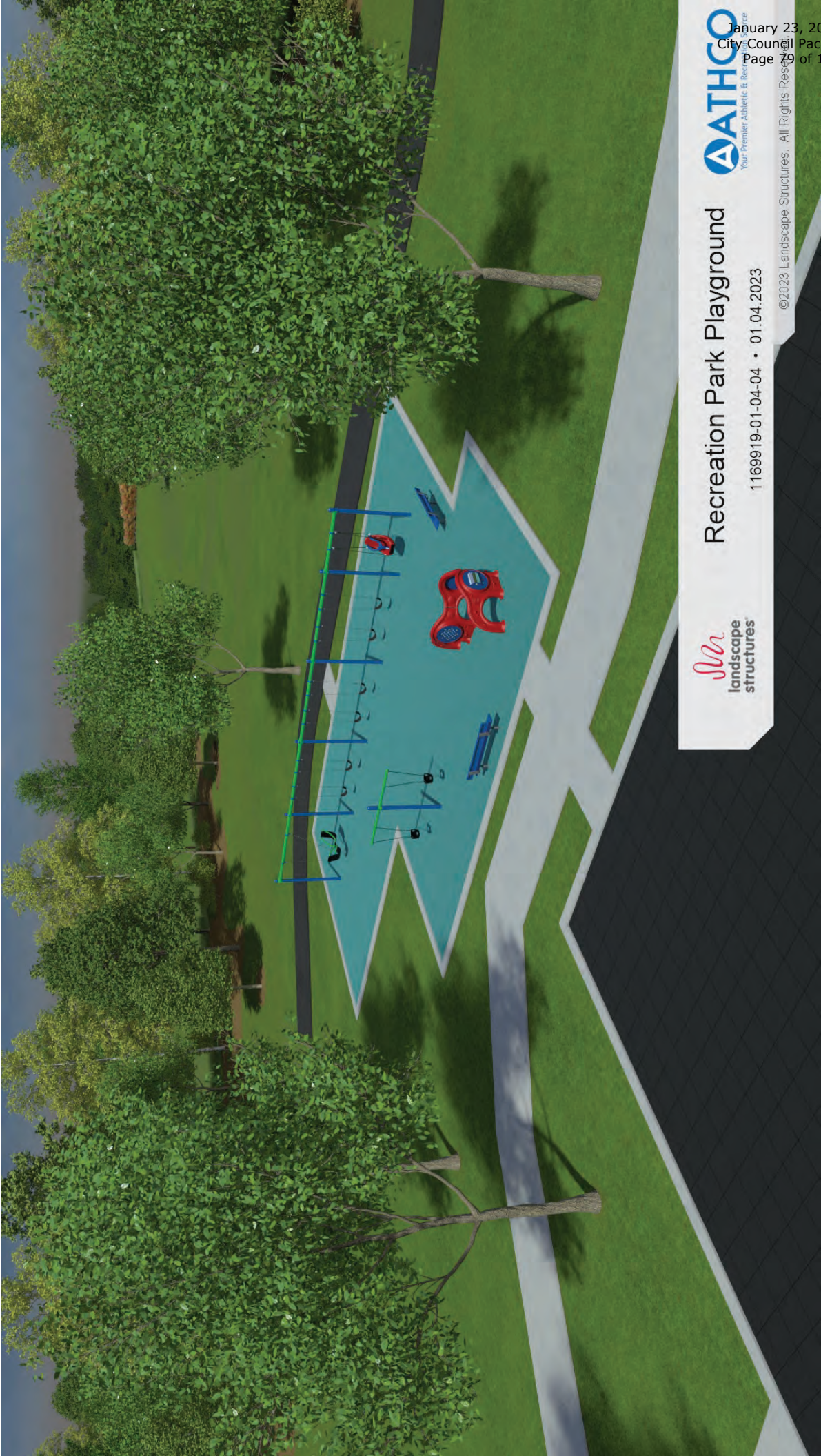


Recreation Park Playground

1169919-01-04-03 • 01.04.2023



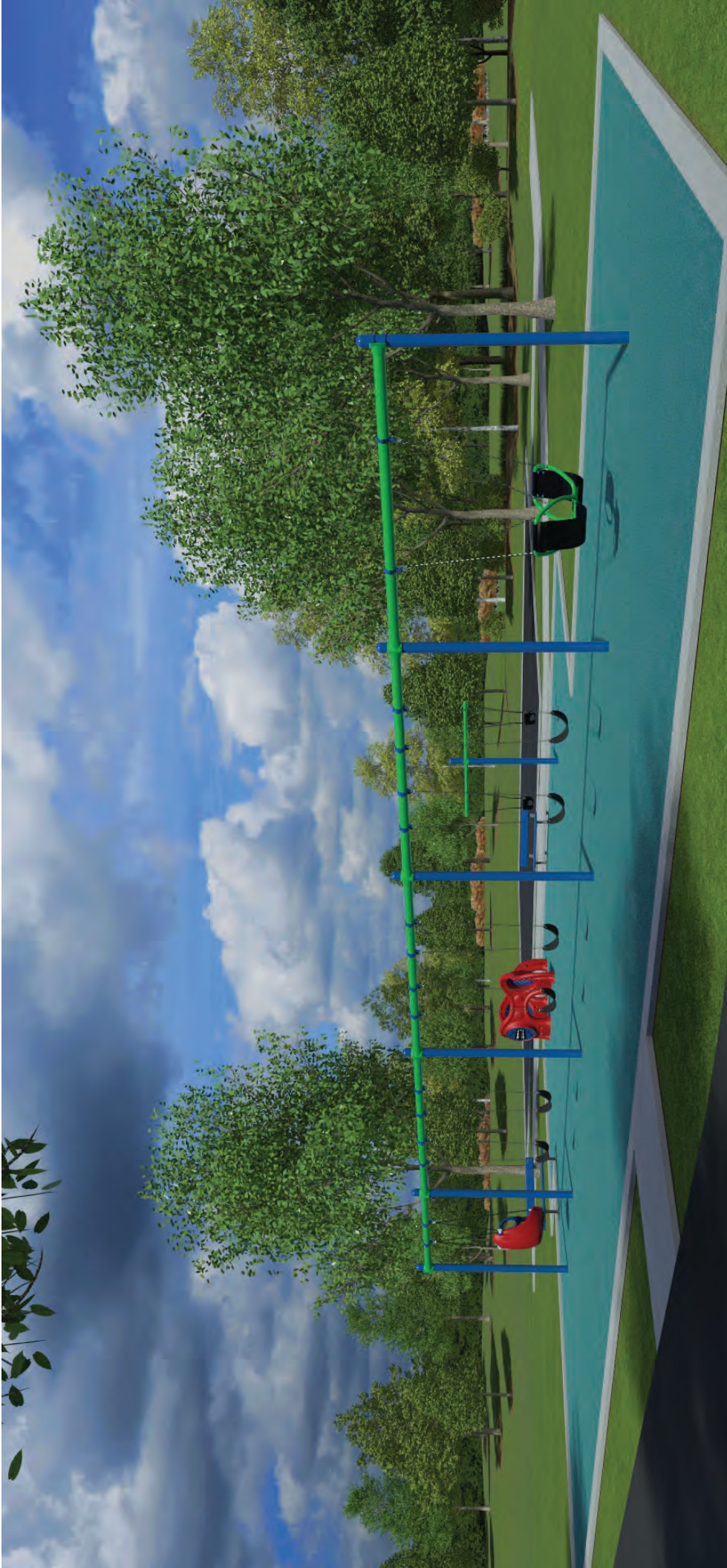
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Recreation Park Playground

1169919-01-04-04 • 01.04.2023



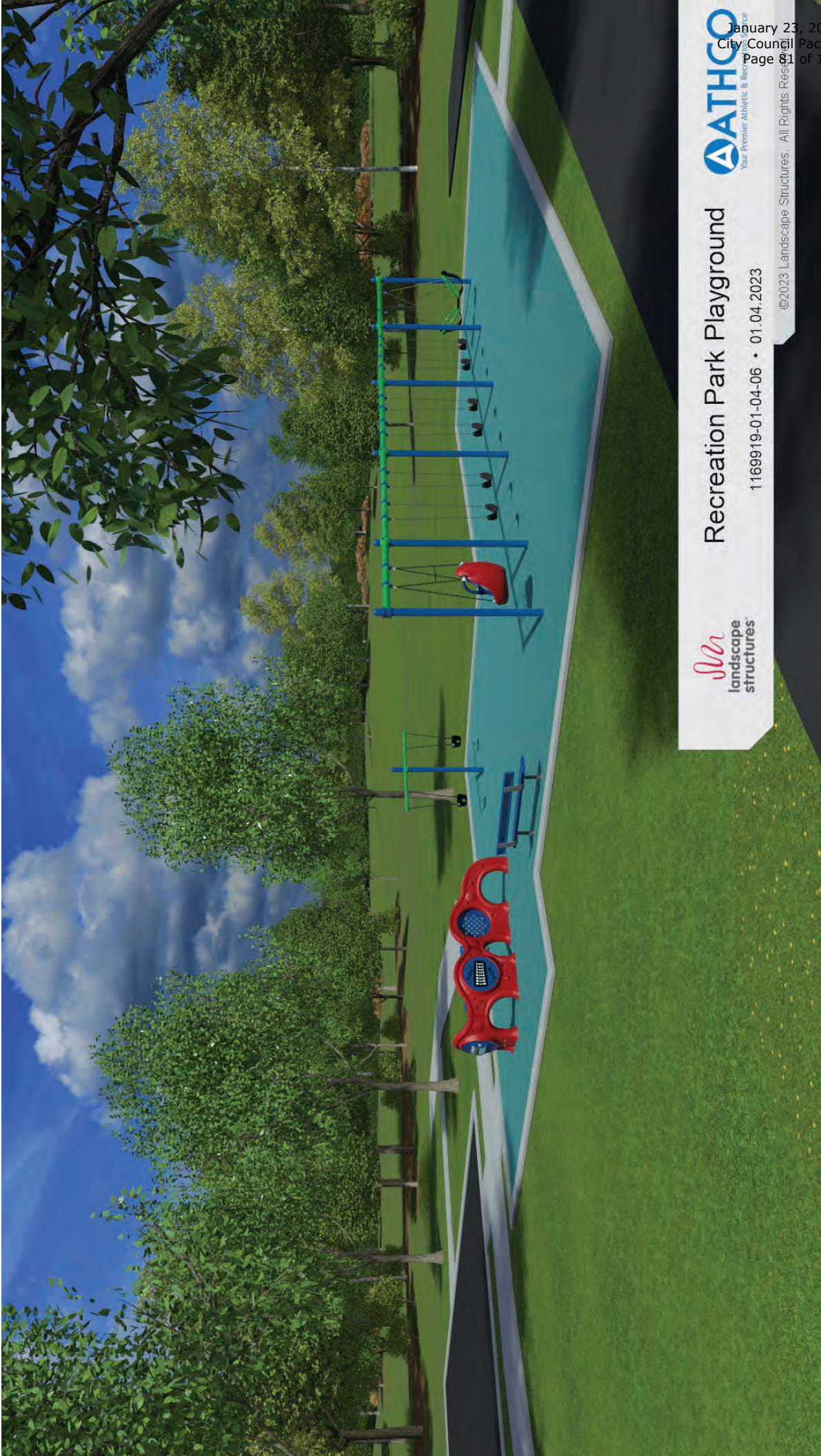


Recreation Park Playground

1169919-01-04-05 • 01.04.2023



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Recreation Park Playground

1169919-01-04-06 • 01.04.2023



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New Business



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: January 23, 2023

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 3774: HHW Agreement with MARC Solid Waste Management District

STRATEGIC PLAN GOAL/STRATEGY

2.2.3: Value and protect natural resources and green spaces

FINANCIAL IMPACT

Award To:	MARC
Amount of Request/Contract:	\$26,580.40
Amount Budgeted:	\$28,000
Funding Source/Account#:	GF Streets / 01-06-7320-0000

PROJECT TIMELINE

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

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

Agreement
MARC Letter of Invitation

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

The City participates in the Mid-America Regional Council (MARC) Solid Waste Management District Household Hazardous Waste (HHW) program on an annual basis. This program allows Raymore residents to participate in several HHW drop off events held throughout the metropolitan area including an event that alternates between Raymore and Belton. Residents also have access to permanent HHW drop off locations throughout the metropolitan area that can be used year-round.

The budget for this service is \$28,000 and this year's agreement is \$26,580.40. MARC calculates the annual fee for this service based on a per capita rate of \$1.10 multiplied by the 2021 estimated population for our community (24,164).

Previous (2019) MARC calculated rates were based on a per capita rate of \$1.07 multiplied by the 2018 Census' estimated population for our community (21,784).

BILL 3774

ORDINANCE

“AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, APPROVING AN AGREEMENT WITH THE MID-AMERICA REGIONAL COUNCIL SOLID WASTE MANAGEMENT DISTRICT, RELATING TO THE REGIONAL HOUSEHOLD HAZARDOUS WASTE PROGRAM.”

WHEREAS, this Agreement is entered into pursuant to RSMo 70.210; and,

WHEREAS, Cass, Clay, Jackson, Platte and Ray counties and the City of Kansas City, Missouri, have formed the Mid-America Regional Council Solid Waste Management District (SWMD) pursuant to Section 260.300 through 260.345 of the Revised Statutes of Missouri (1986 & Cum. Supp. 1990) and the members of the SWMD include most cities within member counties; and,

WHEREAS, the City of Raymore, Missouri, (sometimes referred to in this Agreement as the “Participating Member”) intends to participate in the regional Household Hazardous Waste (HHW) Collection Program.

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

Section 1. The Mayor, City Manager, and City Clerk are hereby authorized to execute an agreement (Exhibit A) with SWMD providing for the participation in the regional HHW program.

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 23RD DAY OF JANUARY, 2023.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 13TH DAY OF FEBRUARY, 2023, 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

2023

Intergovernmental Agreement between the MARC Solid Waste Management District and Raymore, Missouri relating to the Regional Household Hazardous Waste Collection Program

This Agreement is entered into pursuant to Missouri Revised Statutes Section 70.210 *et seq.*

Whereas, Cass, Clay, Jackson, Platte, and Ray Counties and the City of Kansas City have formed the MARC Solid Waste Management District (SWMD) pursuant to Sections 260.300 through 260.345 of the Revised Statutes of Missouri (1986 & Cum. Supp. 1990) and the members of the SWMD include most cities within the member counties; and

Whereas the City of Kansas City, Missouri (Kansas City) operates a permanent Household Hazardous Waste facility located at 4707 Deramus, Kansas City, Missouri, and operates outreach sites for collection of Household Hazardous Waste (HHW) at various locations and on various dates; and

Whereas, the City of Lee's Summit, Missouri operates a permanent Household Hazardous Waste Facility located at 2101 SE Hamblen Road, Lee's Summit; and

Whereas, Kansas City and Lee's Summit have made these HHW collection facilities available for use by members of the SWMD and the SWMD, Kansas City and Lee's Summit have agreed to create a regional household hazardous waste program for the benefit of all members of the SWMD; and

Whereas Raymore, Missouri (sometimes referred to in this Agreement as the "Participating Member") intends to participate in the Regional HHW Collection Program;

Therefore, the SWMD and the Participating Member agree that participation in the Regional HHW Collection Program shall be on the following terms and conditions:

I *Definitions*

Household Hazardous Waste (HHW) shall mean waste that would be classified as hazardous waste by 40 CFR 261.20 through 261.35 but that is exempt under 40 CFR 261.4 (b) (1) (made applicable in Missouri by 10 CSR 25-4.261) because it is generated by households. Examples include paint products, household cleaners, automotive fluids, pesticides, batteries, and similar materials. A determination of whether any material meets this definition shall be made by Kansas City.

II *Effective Date*

Raymore, Missouri agrees to participate in the Regional HHW Collection Program for a one-year period beginning on **January 1, 2023**.

III *Termination*

A. Budget Limitations. This Agreement and all obligations of the Participating Member and the SWMD arising therefrom shall be subject to any limitation imposed by budget law. The parties represent that they have within their respective budgets sufficient funds to discharge the obligations and duties assumed and sufficient funds for the purpose of maintaining this Agreement. This Agreement shall be deemed to terminate by operation of law on the date of expiration of funding.

B. Termination of regional program. If the regional household hazardous waste program is terminated prior to the expiration of this Agreement, the SWMD shall refund the amount paid by the participating member, less the cost of services provided prior to termination of the regional program. The cost of services shall be assessed at seventy-five dollars (\$75.00) for each vehicle belonging to a resident of the participating member that has been served prior to the termination of the program, not to exceed the amount paid by the participating member.

C. Each participating member will be required to notify the SWMD, Kansas City and Lee's Summit in writing of its intention to renew the annual agreement for the following year no later than December 15. In the event that notification is not provided in advance or the final decision is made to not rejoin the program for the upcoming year, the participating member is responsible for any costs incurred by Kansas City and/or Lee's Summit to serve residents after December 31. Kansas City and SWMD reserve the right to invoice the member city or county for any waste disposal costs incurred as a result of late notification.

IV *Duties of Participating Member*

A. *Fees.* **Raymore, Missouri** agrees to pay the sum of **\$26,580.40** to participate in the 2023 Regional HHW Collection Program for the period from January 1 to December 31. The program participation fee is based on a per capita rate of \$1.10 applied to 2021 Population Estimate figures as shown in Attachment One. At least one-half of this amount shall be paid within thirty (30) days upon receiving the district invoice. Payment of any remaining balance shall be paid within the following six months.

B. *Payment.* The Participating Member shall be obligated for payment of the amount shown in Paragraph IV(A) irrespective of the participation of its citizens, or of any actual expenses incurred by the SWMD, Kansas City, or Lee's Summit attributable to the Participating Member, except in the event of termination of the regional program, as reflected in III(B) above. Payment by the Participating Member of the agreed upon amount shall not be contingent upon renewal of this Agreement or renewal of the Agreement between the SWMD and Kansas City or Lee's Summit.

Annual Renewal. The agreement between the SWMD and the Participating Member will be subject to renewal each year. To assure community information is included in the printed promotional material, agreements will be due no later than February 1, 2023. No pro ration of fees is applicable under this agreement.

C. *Contact Person.* The Participating Member agrees to notify the SWMD and Kansas City, on or before the date of this Agreement, of the name of an individual who will serve as its contact person with respect to the Regional HHW Collection Program.

V *Services Provided by the SWMD*

A. *Permanent Collection Facilities.* HHW collection services shall be provided by Kansas City and Lee's Summit pursuant to agreements entered into between the SWMD and Kansas City, and the SWMD and Lee's Summit. Pursuant to those agreements, residents of the Participating Member may deliver HHW, by appointment, if required, and during normal hours of operation, to the Kansas City permanent HHW facility and to the Lee's Summit permanent HHW facility.

B. *Outreach Collections.* Pursuant to the agreement between the SWMD and Kansas City, Kansas City has also agreed to provide contractor services for the collection of HHW at outreach collection sites throughout the SWMD area. Residents of the Participating Member will be able to deliver HHW to outreach collection sites, the dates and locations of which will be negotiated by the SWMD and Kansas City. If, at the request of a Participating Member, an outreach collection is held within its boundaries, the Participating Member agrees that Kansas City or the contractor shall have overall control of the collection activities but the Participating Member shall provide the following:

- adequate and safe sites with unobstructed public access;
- access to restroom facilities and drinking water
- adequate publicity of the date and location of the mobile collection;
- a means for the collection, removal and disposal of any wastes that do not meet the definition of hazardous waste;
- volunteers or workers to conduct traffic control, survey participating residents, stack latex paint and automotive batteries, and assist with non-hazardous waste removal and bulking of motor oil;

- means of limiting the vehicles to a number negotiated by Kansas City and the SWMD (estimated to be either 200, 300, or 400 vehicles per outreach collection);
- a forklift and forklift operator available at the opening and closing of the event; and
- access to residents of any city or county that is also a participating member.

VI *Reports*

The SWMD will provide to the Participating Member quarterly reports on the operations of the Kansas City and Lee's Summit permanent facilities and on the operations of the outreach collections, based on information provided to the SWMD by Kansas City and Lee's Summit. The quarterly reports shall include the following information:

- Total number vehicles using each facility (permanent or mobile) on a quarterly basis;
- Number of vehicles from each participating member using the facility;
- An end-of-the-year summary report including waste composition and disposition.
- Each program year the district will provide brochures which include facility hours of operation, mobile event schedule, and contact information

VII *Insurance*

A. *Insurance.* The SWMD agrees that, pursuant to the terms of its Agreement with Kansas City, Kansas City shall maintain liability insurance related to the outreach collection sites under which the community where the site is located shall be named as an additional insured.

VIII *Legal Jurisdiction*

Nothing in this Agreement shall be construed as either limiting or extending the legal jurisdiction of the parties.

MARC Solid Waste Management District:

Participating Member:

_____ Date: _____

_____ Date: _____

Doug Wylie, Chair

Print Name

Print Title

2023 Regional HHW Program Fees	2021 Population	\$1.10
Community	Estimates	per capita
Archie	1,267	\$1,393.70
Belton	24,197	\$26,616.70
Blue Springs	59,430	\$65,373.00
Buckner	2,920	\$3,212.00
Claycomo Village	1,355	\$1,490.50
Cleveland	648	\$712.80
Drexel	831	\$914.10
Edgerton	601	\$661.10
Excelsior Springs	10,410	\$11,451.00
Ferrelview	647	\$711.70
Garden City	1,614	\$1,775.40
Gladstone	27,017	\$29,718.70
Glenaire	535	\$588.50
Grain Valley	16,002	\$17,602.20
Grandview	25,844	\$28,428.40
Greenwood	5,728	\$6,300.80
Hardin	559	\$614.90
Harrisonville	10,042	\$11,046.20
Kearney	10,741	\$11,815.10
Lake Lotawana	2,336	\$2,569.60
Lake Tapawingo	788	\$866.80
Lake Waukomis	886	\$974.60
Lake Winnebago	1,566	\$1,722.60
Lawson	2,526	\$2,778.60
Liberty	30,377	\$33,414.70
Loch Lloyd	888	\$976.80
Lone Jack	1,538	\$1,691.80
North Kansas City	4,548	\$5,002.80
Oak Grove	8,186	\$9,004.60
Orrick	738	\$811.80
Parkville	7,810	\$8,591.00
Peculiar	5,847	\$6,431.70
Platte City	4,747	\$5,221.70
Pleasant Hill	8,795	\$9,674.50
Pleasant Valley	2,743	\$3,017.30
Raymore	24,164	\$26,580.40
Raytown	29,580	\$32,538.00
Richmond	5,967	\$6,563.70
Riverside	4,024	\$4,426.40
Smithville	10,552	\$11,607.20
Sugar Creek	3,219	\$3,540.90
Weatherby Lake	2,088	\$2,296.80
Weston	1,765	\$1,941.50
Wood Heights	753	\$828.30
Unincorporated Cass County	24,954	\$27,449.40
Unincorporated Clay County	15,267	\$16,793.70
Unincorporated Jackson Co.	23,721	\$26,093.10
Unincorporated Platte County	29,535	\$32,488.50
Unincorporated Ray County	11,053	\$12,158.30
Population Source:		
https://www.marc.org/Data-Economy/Metrodataline/Population/Current-Population-Data		



MARC Solid Waste Management District

Serving local governments in Cass, Clay, Jackson, Platte and Ray Counties and working cooperatively with Johnson, Leavenworth, Miami and Wyandotte Counties

Executive Board

Appointed:

Louis Cummings
City of Kansas City

Bob Huston
Cass County

Donna Koontz
Clay County

Brenda Franks
Jackson County

Daniel Erickson
Platte County

Bob King
Ray County

Elected:

David Pavlich
City of Kearney

Doug Wylie, Chair
City of Parkville

Mike Jackson
City of Independence

Chris Bussen
City of Lee's Summit

Mike Larson
City of Sugar Creek

Trent Salsbury
City of Raymore

Cara Elbert
City of Blue Springs

Lauran Kurtz
City of Lake Lotawana

Ex Officio:

Lisa McDaniel, Planner
Secretary/Treasurer

September 22, 2022

Re: 2023 Regional Household Hazardous Waste (HHW) Program

The Regional Household Hazardous Waste Collection Program provides residents the opportunity to safely dispose of common household hazardous products that cannot be thrown away in the trash. The MARC Solid Waste Management District administers this program in partnership with the cities of Kansas City, Mo and Lee's Summit.

Membership in the program allows residents year-round access to permanent facilities in Kansas City and Lee's Summit, and to multiple mobile collection events.

Materials accepted for safe disposal include paint and paint-related products, automotive fluids, batteries, lawn and garden chemicals, housecleaners, fluorescent bulbs, and other items such as nail polish, bug spray and oven cleaners.

The 2023 participation fee will be \$1.10 per capita and will be applied to 2021 population estimates. A community cost list is attached to the agreement enclosed. The program is also supported with a grant from the Missouri Department of Natural Resources to assist with disposal costs.

If you are interested in providing this service to your residents in 2023, please sign and return the agreement by **Friday, December 16, 2022.**

We look forward to serving your community. Please contact Nadja Karpilow at (816) 701-8226 if you have any questions. District staff is available to speak to your city council or county commissioners if further information is requested.

Sincerely,

A handwritten signature in black ink that reads "Doug Wylie".

Doug Wylie
Chair, MARC Solid Waste Management District





CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: January 23, 2023

SUBMITTED BY: David Gress

DEPARTMENT: Development Services

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

TITLE / ISSUE / REQUEST

Bill 3775: Edgewater at Creekmoor 8th Final Plat

STRATEGIC PLAN GOAL/STRATEGY

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

FINANCIAL IMPACT

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

PROJECT TIMELINE

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

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission: Planning and Zoning Commission
Date: January 17, 2023
Action/Vote: Approval, 9-0

LIST OF REFERENCE DOCUMENTS ATTACHED

Staff Report
Development Agreement
Final Plat Drawing

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

Cooper Land Development has requested approval for the 8th phase of the Edgewater at Creekmoor subdivision, located along Hampstead Drive. This phase includes 11 residential lots and 2 common area tracts.

BILL 3775

ORDINANCE

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, APPROVING THE EDGEWATER AT CREEKMOOR EIGHTH PLAT LOTS 230 THROUGH 241 AND TRACTS K AND L, LOCATED IN SECTION 4, TOWNSHIP 46N, RANGE 32W, RAYMORE, CASS COUNTY, MISSOURI."

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

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

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

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

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

Section 2. That the subdivision known as Edgewater at Creekmoor 8th Plat is approved for the tract(s) of land described below:

NORTH TRACT:

ALL THAT PART OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 46 NORTH, RANGE 32 WEST, IN THE CITY OF RAYMORE, CASS COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 224, EDGEWATER AT CREEKMOOR SEVENTH PLAT, A SUBDIVISION IN SAID CITY, COUNTY AND STATE; THENCE NORTH 87°59'01" EAST, A DISTANCE OF 129.76 FEET ALONG THE NORTHERLY RIGHT OF WAY LINE OF HAMPSTEAD DRIVE AS ESTABLISHED BY THE PLAT OF EASTBROOKE AT CREEKMOOR THIRD PLAT, A SUBDIVISION IN SAID CITY, COUNTY AND STATE TO THE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED HEREIN; THENCE NORTH 87°59'01" EAST, THIS AND FOLLOWING COURSES ALONG SAID NORTHERLY RIGHT OF WAY LINE A DISTANCE OF 25.94 FEET; THENCE ALONG A CURVE TO THE RIGHT TANGENT TO THE LAST DESCRIBED COURSE, HAVING A RADIUS OF 500.25 FEET, A CENTRAL ANGLE OF 40°21'33", FOR AN ARC LENGTH OF 352.38 FEET; THENCE NORTH 52°31'39" EAST DEPARTING SAID RIGHT OF WAY LINE, A DISTANCE OF 44.84 FEET; THENCE NORTH 72°05'14" EAST, A DISTANCE OF 67.29 FEET; THENCE NORTH 48°47'12" EAST, A DISTANCE OF 63.89 FEET; THENCE NORTH 26°52'13" EAST, A DISTANCE OF 59.42 FEET; THENCE NORTH 48°25'21" EAST, A DISTANCE OF 85.73 FEET; THENCE NORTH 51°59'35" EAST, A DISTANCE OF 58.25 FEET; THENCE NORTH 32°51'02" WEST, A DISTANCE OF 120.10 FEET; THENCE NORTH 83°52'07" WEST, A DISTANCE OF 29.00 FEET; THENCE NORTH 58°19'31" WEST, A DISTANCE OF 70.10 FEET; THENCE NORTH 66°47'48" WEST, A DISTANCE OF 98.53 FEET; THENCE NORTH 82°35'54" WEST, A DISTANCE OF 50.24 FEET; THENCE SOUTH 65°34'31" WEST, A DISTANCE OF 60.94 FEET; THENCE SOUTH 76°47'06" WEST, A DISTANCE OF 57.12 FEET; THENCE

NORTH 88°13'17" WEST, A DISTANCE OF 69.13 FEET; THENCE NORTH 78°36'42" WEST, A DISTANCE OF 46.39 FEET; THENCE SOUTH 71°27'17" WEST, A DISTANCE OF 31.28 FEET; THENCE SOUTH 36°34'32" WEST, A DISTANCE OF 63.62 FEET; THENCE SOUTH 83°27'52" WEST, A DISTANCE OF 43.77 FEET; THENCE SOUTH 59°42'39" WEST, A DISTANCE OF 44.61 FEET; THENCE SOUTH 10°21'55" WEST, A DISTANCE OF 39.03 FEET; THENCE SOUTH 13°11'57" EAST, A DISTANCE OF 165.76 FEET TO THE POINT OF BEGINNING, CONTAINING 184,146 SQUARE FEET OR 4.227 ACRES, MORE OR LESS.

SOUTH TRACT:

ALL THAT PART OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 46 NORTH, RANGE 32 WEST, IN THE CITY OF RAYMORE, CASS COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 224, EDGEWATER AT CREEKMOOR SEVENTH PLAT, A SUBDIVISION IN SAID CITY, COUNTY AND STATE; THENCE SOUTH 2°00'59" EAST, A DISTANCE OF 50.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY OF HAMPSTEAD DRIVE AS ESTABLISHED BY SAID PLAT AND THE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED HEREIN; THENCE SOUTH 87°59'01" WEST, A DISTANCE OF 69.78 FEET TO THE NORTHEAST CORNER OF LOT 223, EDGEWATER AT CREEKMOOR SEVENTH PLAT, A SUBDIVISION IN SAID CITY, COUNTY AND STATE; THENCE SOUTH 2°00'59" EAST ALONG THE EAST LINE OF SAID LOT 223, A DISTANCE OF 149.73 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE NORTH 88°49'46" EAST, A DISTANCE OF 444.05 FEET; THENCE SOUTH 42°51'01" EAST, A DISTANCE OF 142.17 FEET TO A POINT ON THE WESTERLY LINE OF LOT 95, EASTBROOKE AT CREEKMOOR THIRD PLAT, A SUBDIVISION IN SAID CITY, COUNTY AND STATE; THENCE NORTH 42°12'42" EAST, ALONG SAID WESTERLY LOT LINE, A DISTANCE OF 99.42 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF HAMPSTEAD DRIVE AS ESTABLISHED BY LAST SAID PLAT; THENCE NORTH 47°47'24" WEST, THIS AND FOLLOWING COURSES CONTINUING ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 93.18 FEET; THENCE ALONG A CURVE TO THE LEFT TANGENT TO THE LAST DESCRIBED COURSE, HAVING A RADIUS OF 450.25 FEET, A CENTRAL ANGLE OF 44°13'41", FOR AN ARC LENGTH OF 347.56 FEET; THENCE SOUTH 87°59'01" WEST, A DISTANCE OF 155.70 FEET TO THE POINT OF BEGINNING, CONTAINING 80,100 SQUARE FEET OR 1.839 ACRES, MORE OR LESS.

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

Section 4. Traffic Control Signage. The following stop signs shall be established within the City of Raymore:

- Upton Court at Hampstead Drive, at the northwest corner

Section 5. 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 6. Severability. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

DULY READ THE FIRST TIME THIS 23RD DAY OF JANUARY, 2023.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 13TH DAY OF FEBRUARY, 2023 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



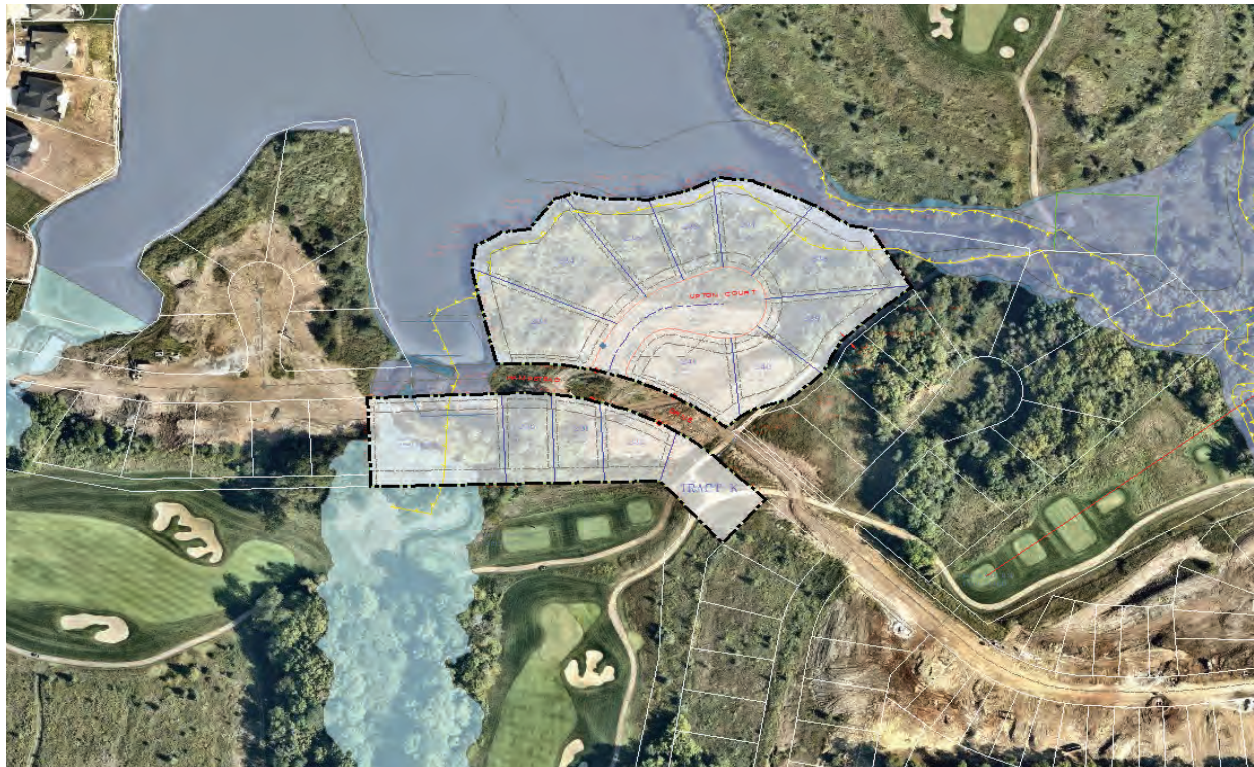
To: City Council
From: Planning and Zoning Commission
Date: January 23, 2023
Re: Case #22007 - Edgewater at Creekmoor 8th Plat - Final Plat lots 230 through 241 and Tracts K & L

GENERAL INFORMATION

**Applicant/
Property Owner** Cooper Land Development
903 N. 47th St.
Rogers, AR 72756

Requested Action: Final Plat Approval, Edgewater at Creekmoor 8th Plat

Property Location: East side of Edgewater 7th Plat, north and south of Hampstead Drive.



Site Photo:



View from Hampstead Dr. looking northeast

Existing Zoning: "PUD" Planned Unit Development District

Existing Surrounding Zoning: **North:** "PUD" Planned Unit Development District
South: "R-1P" Single Family Planned Residential
East: "PUD" Planned Unit Development District
"A" Agriculture
West: "PUD" Planned Unit Development

Existing Surrounding Uses: **North:** Single Family Residential, Creekmoor Lake
South: Single Family Residential, golf course
East: Single Family Residential
West: Single Family Residential

Total Tract Size: 6.066 Acres

Total Number of Lots: 12 Lots, 2 Common Tracts

Density – units per Acre: 1.97

Growth Management Plan: The Future Land Use Plan Map contained in the Growth Management Plan identifies this area as appropriate for medium-density residential development.

Major Street Plan: The Major Thoroughfare Plan Map classifies Hampstead Dr as a Minor Collector and Upton Ct as a Local Rd.

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

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

PROPOSAL

Outline of Requested Action: The applicant seeks to obtain Final Plat approval for *Edgewater at Creekmoor 8th Plat - Lots 230 thru 241 and Tracts K and L*

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

PREVIOUS ACTIONS ON OR NEAR THE PROPERTY

1. The Preliminary Plan and Memorandum of Understanding (MOU) for Creekmoor was approved by the City Council on January 26, 2004.
2. The Edgewater 7th Plat, located to the west, was approved by the City Council on December 9, 2019.
3. Eastbrook 3rd Plat, located to the south, was approved by City Council on November 8, 2021.

ENGINEERING DIVISION COMMENTS

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

STAFF COMMENTS

1. The current and proposed bulk and dimensional standards for the "PUD" Planned Unit Development Residential District zoning classification for the property is provided below.

Requirements	
Minimum Lot Area	
per lot	Interior Lot: 5,500 sq.ft Corner Lot: 6,050 sqft

per dwelling unit	Interior Lot: 5,500 sq.ft Corner Lot: 6,050 sqft
Minimum Lot Width (ft.)	Interior Lot: 50 ft. Corner Lot: 55 ft.
Minimum Lot Depth (ft.)	100
Yards, Minimum (ft.)	
Front	25
rear	25
side corner	15
side	7.5
Maximum Building Height (feet)	35
Maximum Building Coverage (%)	40%

2. The total fee due for Edgewater at Creekmoor Eighth Final Plat Lots 230 thru 241 and Tracts K & L is \$1,724.76. Fees paid at the time building permit applications are to be made at a rate of One Hundred Forty-Three dollars and seventy-three cents (\$143.73) per dwelling unit.
3. A five-foot (5') sidewalk along Tract K at the time a Certificate of Occupancy has been issued for a home on Lot 232 in Edgewater at Creekmoor Eighth Plat and on Lot 95 in the Eastbrook at Creekmoor Third Plat.
4. a five-foot (5') sidewalk along Tract L at the time a Certificate of Occupancy has been issued for a home on Lot 230 in the Edgewater at Creekmoor Eighth Plat and on Lot 223 in the Edgewater at Creekmoor Seventh Plat.
5. This project will be associated with the current HOA that Creekmoor Subdivision has formed.
6. The original preliminary plat showed this development to be two-family, however, the 7th Amendment to the MOU that was approved by the City Council on October 25, 2022 nullified all remaining two-family lots to be designated as single family lots.
7. The 7th Amendment also had some triggering events for the construction of 163rd St, see the following events below:
 - a. Any development that occurs east of the existing 20' sanitary sewer line running parallel to the stream to the east of Westbrook at Creekmoor 14th plat, with the exception of Eastbrooke at Creekmoor 3rd Plat; or
 - b. If the segment of 163rd Street is required to provide access to any lots within the Park Side Subdivision that is currently contemplated for development east of Sunset Lane; or

- c. If 36-months have passed since the acceptance of the public infrastructure by the City Council for Eastbrooke at Creekmoor 3rd Plat; or
- d. If 163rd Street is constructed from Madison Street to the east property line of the Creekmoor development.

PLANNING COMMISSION PROPOSED FINDINGS OF FACT

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

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

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

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

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

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

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

REVIEW OF INFORMATION AND SCHEDULE

<u>Action</u>	<u>Planning Commission</u>	<u>City Council 1st</u>	<u>City Council 2nd</u>
Review	January 17, 2023	January 23, 2023	February 13, 2023

STAFF RECOMMENDATION

Staff recommends that the Planning and Zoning Commission accept the staff proposed findings of fact and forward Case #22007 Edgewater at Creekmoor 8th Final Plat to the City Council with a recommendation of approval.

PLANNING AND ZONING COMMISSION 1/17/2023

The Planning and Zoning Commission, at their January 17, 2023 meeting voted 9-0 to accept the Staff proposed findings of fact and forward Case # 22007 Edgewater at Creekmoor 8th Plat - Final Plat to the City Council with a recommendation of approval.



Development Agreement

For

***Edgewater at Creekmoor Eighth Final Plat
Lots 230 thru 241 and Tracts K & L***

Legal Description Contained on Pages 2-3

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

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

February 13, 2023

DEVELOPMENT AGREEMENT

THIS AGREEMENT, MADE THIS 13th day of February, 2023 by and between, **Cooper Land Development, Inc.** hereinafter referred to as "Sub-divider" and the City of Raymore, Missouri, a Municipal Corporation, hereinafter referred to as "City".

WHEREAS, Sub-divider seeks to obtain approval from the City for a subdivision to be known as **Edgewater at Creekmoor Eighth Final Plat Lots 230 thru 241 and Tracts K & L** which is located in the City of Raymore, Cass County, Missouri, and;

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

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

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

GEOGRAPHIC LOCATION:

1. The terms of this agreement apply to the following property and all portions thereof: **Edgewater at Creekmoor Eighth Final Plat Lots 230 thru 241 and Tracts K & L**

NORTH TRACT:

ALL THAT PART OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 46 NORTH, RANGE 32 WEST, IN THE CITY OF RAYMORE, CASS COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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50.24 FEET; THENCE SOUTH 65°34'31" WEST, A DISTANCE OF 60.94 FEET; THENCE SOUTH 76°47'06" WEST, A DISTANCE OF 57.12 FEET; THENCE NORTH 88°13'17" WEST, A DISTANCE OF 69.13 FEET; THENCE NORTH 78°36'42" WEST, A DISTANCE OF 46.39 FEET; THENCE SOUTH 71°27'17" WEST, A DISTANCE OF 31.28 FEET; THENCE SOUTH 36°34'32" WEST, A DISTANCE OF 63.62 FEET; THENCE SOUTH 83°27'52" WEST, A DISTANCE OF 43.77 FEET; THENCE SOUTH 59°42'39" WEST, A DISTANCE OF 44.61 FEET; THENCE SOUTH 10°21'55" WEST, A DISTANCE OF 39.03 FEET; THENCE SOUTH 13°11'57" EAST, A DISTANCE OF 165.76 FEET TO THE POINT OF BEGINNING, CONTAINING 184,146 SQUARE FEET OR 4.227 ACRES, MORE OR LESS.

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REQUIRED IMPROVEMENTS:

1. In accordance with the policies and ordinances of the City, the public improvements described herein shall be constructed and installed on the terms and conditions hereinafter contained. Public improvements within the Subdivision will be installed in accordance with the City of Raymore Standard Contract Documents and Technical Specifications & Design Criteria for Utility and Street Construction dated December 2017.
2. The public improvements are to be designed and installed at the Sub-divider's expense by the Sub-divider and are hereinafter referred to as "Improvements".
3. It shall be the obligation of the Sub-divider to furnish to the City plans and specifications for construction of the Improvements. Before any construction is commenced, the City Public Works Director shall approve plans and

specifications for the Improvements. Once the City Public Works Director has approved the plans, any changes to the plans must be submitted to the City Public Works Director for approval.

4. The Developer, and/or their contractor or designee, shall provide the saddle for connection to the public water main. Saddles shall be brass or bronze with a stainless steel strap. All brass/bronze construction shall also be permitted.

5. The Sub-divider shall submit the appropriate grading/site/erosion control plan including appropriate sidewalk, meter elevations, and manhole elevations to the City Public Works Director for approval for development of the project. Before any construction is commenced within that phase, the City Public Works Director must approve plans for all required Improvements. It shall be the Sub-divider's responsibility to assure compliance with grading plans.

6. The Sub-divider shall provide a copy of all required State and Federal permits to the City Public Works Director prior to issuance of any City permits.

7. The Sub-divider shall provide and pay for all engineering and surveying necessary to design and construct the Improvements. The Sub-divider shall pay for all other engineering and surveying necessary to design and construct other improvements to the property.

8. The Sub-divider shall install stormwater treatment facilities (i.e. permeable pavement) in the islands in the cul-de-sac prior to City acceptance of the Improvements. The Creekmoor POA will be responsible for the maintenance of these features.

INSTALLATION AND MAINTENANCE

1. Prior to the issuance of building permits, the Sub-divider shall install all Improvements as shown on approved engineering plans of said subdivision and the City Council shall have accepted by Resolution all Improvements.

2. The Sub-divider shall be responsible for the maintenance of the Improvements for a period of two years after acceptance thereof by the City, in accordance with the City specifications and policies.

3. The Sub-divider agrees to provide the City of Raymore "as-built" plans for all Improvements as indicated on the aforementioned plans. Said plans shall be considered a part of the Improvements, for the purpose of acceptance by the City.

4. Prior to acceptance of the Improvements a waiver of mechanic's lien shall be submitted to the City. The Sub-divider will indemnify and save the City harmless from all claims growing out of the lawful demands of subcontractors,

laborers, workers, mechanics, and furnishers of machinery and parts thereof, equipment, tools, and all suppliers, incurred in the furtherance of the performance of the work. The Sub-divider shall, at the City's request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged or waived.

FEES, BONDS & INSURANCE

1. The Sub-divider agrees to pay to the City a 1% Plan Review Fee and 5% Construction Inspection Fee based on the project engineer's estimate or contract development costs of all Improvements as shown on approved engineering plans of said subdivision. The City Public Works Director shall review and determine that the costs, as presented, are reasonable. A list of these fees is provided in Attachment A.
2. The Sub-divider agrees to indemnify the City with a Certificate of Insurance as required in the Unified Development Code of the City of Raymore.
3. The Sub-divider agrees to furnish performance bonds as required in the Unified Development Code of the City of Raymore.
4. Prior to acceptance of Improvements within said subdivision, Sub-divider will provide a guarantee in the form of a Maintenance Bond that is satisfactory to the City Public Works Director. This guarantee shall be based on 50% of the cost of all Improvements shown on approved engineering plans and shall be for a period of two years after acceptance by the City.
5. The Sub-divider agrees to submit a street light plan for City approval and pay the cost of providing and installing the streetlights in accordance with the approved street light plan. The required street lights shall be installed and shall be operational prior to the acceptance of the Improvements for the subdivision.
6. The Sub-divider agrees to pay to the City a \$9 per acre fee for the placement and maintenance of outdoor warning sirens. The cost of these fees is provided in Attachment A.
7. The Sub-divider agrees to pay any **fees in lieu of parkland dedication** that are required in accordance with City Code. The total fee due for **Edgewater at Creekmoor Eighth Final Plat Lots 230 thru 241 and Tracts K & L** is **\$1,724.76 (One Thousand Seven Hundred and Twenty-Four dollars and Seventy-Six Cents)**. Fees paid at the time building permit applications are to be made at a rate of **One Hundred Forty-Three dollars and seventy-three cents (\$143.73) per dwelling unit**.

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

9. The Sub-divider, in the interest of the general health, welfare and safety of the Citizens of Raymore, agrees to have installed, at their cost, any traffic control devices determined to be necessary by City Staff (410.340). The technical specifications and design criteria are set forth in Public Works Department Policies 120 thru 122 and 129, Street Signage and Traffic Control Devices. The improvement must be installed prior to the City releasing any building permits.

ADDITIONAL REQUIREMENTS

1. The Sub-divider agrees to comply with the regulations and policies of the utility companies having facilities within the City limits.
2. The Sub-divider shall install a five-foot (5') sidewalk along Tract K as part of the Public Improvements.
3. The Sub-divider shall install a five-foot (5') sidewalk along Tract L as part of the Public Improvements.

GENERAL PROVISIONS

1. The parties agree that execution of this agreement in no way constitutes a waiver of any requirements of applicable City ordinances with which the Sub-divider must comply and does not in any way constitute prior approval of any future proposal for development.
2. This agreement shall be recorded by the Sub-divider, and the covenants 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.
3. This agreement shall constitute the entire agreement between the parties and any modification hereof shall be in writing, subject to the approval of the parties.
4. If, at any time, any part hereof has been breached by Sub-divider, the City may withhold approval of any or all building permits applied for in the subdivision, until breach or breaches has or have been cured.
5. Any provision of this agreement which is not enforceable according to law will be severed herefrom and the remaining provisions shall be enforced to the fullest extent permitted by law.

6. 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.

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

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

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 the Sub-divider, at:

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

11. The Sub-divider acknowledges that this plat will expire within one year of the date the Raymore City Council approves an ordinance approving **Edgewater at Creekmoor Eighth Final Plat Lots 230 thru 241 and Tracts K & L**; and that failure for any reason to record the plat does not obligate the City to re-approve the plat no matter what improvements may have been completed in furtherance of the current plat known as **Edgewater at Creekmoor Eighth Final Plat Lots 230 thru 241 and Tracts K & L**

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

(SEAL)

THE CITY OF RAYMORE, MISSOURI

Kristofer P. Turnbow, Mayor

Attest:

Erica Hill, City Clerk

Sub-divider – Signature

Printed Name

Sub-divider – Signature

Printed Name

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

Stamp:

Notary Public: _____ My Commission Expires: _____

**ATTACHMENT A
 FEE CALCULATION FOR EDGEWATER AT CREEKMOOR 8TH PLAT**

Total Cost for 'New' Public Improvements: \$168,796.00

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

1	Land Disturbance Permit Fee. [455.010B] 01-00-4170-0000 If fee paid prior to recording of plat, receipt #01885277 <i>*must be paid prior to issuance of a land disturbance permit</i>	\$500.00 [PAID 1-9-23]
2	Erosion Control Financial Security Deposit: Developer shall provide financial security for erosion control in the amount of \$1,000 per acre. The first \$5,000 of the financial security must be by cash deposit to the City. [455.010F] 60-00-2811-0000 If deposit paid prior to recording of plat, receipt #01885277 <i>*must be paid prior to issuance of a land disturbance permit</i>	\$4,000.00 [PAID 1-9-23]
	Additional erosion control financial security (The remaining deposit above the first \$5,000 due can be paid in cash) [455.010F]: (4.0. total disturbed) If deposit paid prior to recording of plat, receipt# _____ If letter of credit submitted: financial institution: _____ renewal date of letter of credit: _____ <i>*must be paid prior to issuance of a land disturbance permit</i>	\$0.00
3	Infrastructure Construction Plan Review Fee: An amount equal to one percent (1%) of the estimated public improvement costs performed by the developer. [445.020H1] 01-00-4165-0000 <i>*must be paid prior to issuance of a construction permit</i>	\$1,687.96 [PAID 1-9-23]
4	Infrastructure Construction Inspection Fee: An amount equal to five percent (5%) of the estimated public improvement costs performed by the developer. [445.020H2] 01-00-4165-0000 <i>*must be paid prior to issuance of a construction permit</i>	\$8,439.80 [PAID 1-9-23]
5	Emergency Outdoor Warning Siren Fee: \$9.00 per acre (4.0 acres) [Schedule of Fees and Charges] 01-00-4185-0000	\$36.00 [PAID 1-9-23]

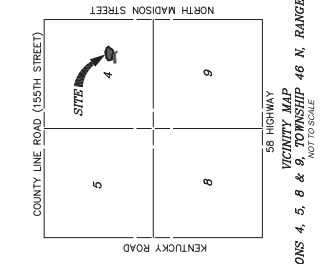
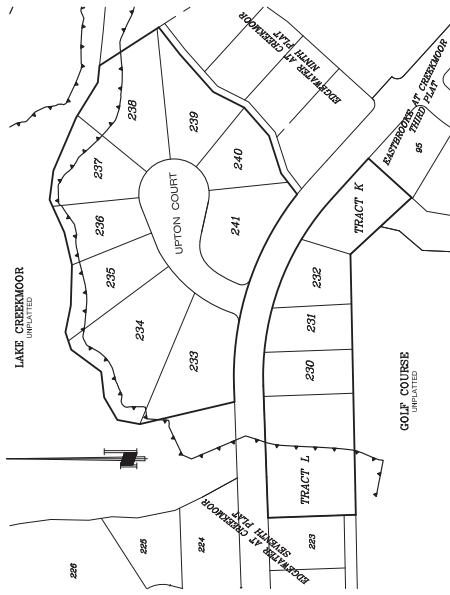
TOTAL FEES TO BE PAID PRIOR TO RECORDING PLAT.....\$36.00

TOTAL FEES TO BE PAID PRIOR TO ISSUANCE OF A LAND DISTURBANCE PERMIT..... \$4,500

TOTAL FEES TO BE PAID PRIOR TO ISSUANCE OF A CONSTRUCTION PERMIT FOR PUBLIC IMPROVEMENTS..... \$10,127.76

EDGEWATER AT CREEKMOOR EIGHTH PLAT

LOTS 230 THROUGH 241 AND TRACTS K & L
A SUBDIVISION IN RAYMORE, CASS COUNTY, MISSOURI
SECTION 4, TOWNSHIP 46 N, RANGE 32 W



SECTIONS 4, 5, 8 & 9, TOWNSHIP 46 N, RANGE 32 W
PROPERTY MAP
NOT TO SCALE

FINAL PLAT

NOTES CONSTITUTING A PART OF THIS PLAT AND TO ALL PROPERTY REFLECTED THEREON

PLAT DEVELOPER: COOPER LAND DEVELOPMENT, INC. (DEVELOPER) IS OWNER OF ALL REAL ESTATE REFLECTED UPON THIS PLAT AND HAS CAUSED THE SAME TO BE SUBDIVIDED IN THE MANNER SHOWN ON THE PLAT. THE PLAT IS BEING RECORDED SUBJECT TO THE FOLLOWING PROVISIONS AND THE SUBDIVISION SHALL BE HEREAFTER KNOWN AS:

COVENANTS AND RESTRICTIONS:

"EDGEWATER AT CREEKMOOR-EIGHTH PLAT - LOTS 230 THROUGH 241 AND TRACTS K & L"

STREET DEDICATION: STREETS SHOWN HEREON AND NOT HERETOFORE DEDICATED FOR PUBLIC USE AS THOROUGHFARES ARE HEREBY DEDICATED.

EASEMENT REC'D: THIS SUBDIVISION IS BEING SUBMITTED TO THE CITY OF RAYMORE, MISSOURI, FOR CONVEYANCE OF EASEMENTS FOR WATER, GAS, AND TO CARRIERS AND UTILITIES. THE CITY OF RAYMORE, MISSOURI, HAS AGREED TO ACCEPT THESE EASEMENTS AND TO MAINTAIN AND OPERATE THEM IN ACCORDANCE WITH THE CITY OF RAYMORE, MISSOURI, ORDINANCES AND REGULATIONS. THE CITY OF RAYMORE, MISSOURI, HAS AGREED TO ACCEPT THESE EASEMENTS AND TO MAINTAIN AND OPERATE THEM IN ACCORDANCE WITH THE CITY OF RAYMORE, MISSOURI, ORDINANCES AND REGULATIONS.

SEWER EASEMENT: THE CITY OF RAYMORE, MISSOURI, HAS RESERVED A NON-EXCLUSIVE EASEMENT FOR THE LOCATION, CONSTRUCTION, RECONSTRUCTION, MAINTENANCE, OPERATION, REPAIR, REPLACEMENT, IMPROVEMENT, AND ENLARGEMENT OF SEWER LINES AND FOR CAS CITY, MISSOURI, AND TO CARRIERS AND UTILITIES. THE CITY OF RAYMORE, MISSOURI, HAS AGREED TO ACCEPT THESE EASEMENTS AND TO MAINTAIN AND OPERATE THEM IN ACCORDANCE WITH THE CITY OF RAYMORE, MISSOURI, ORDINANCES AND REGULATIONS.

NOTICE OF NONAPPLICABILITY: ON THE 15TH DAY OF MAY, 2007, THE DEVELOPER FILED IN THE OFFICE OF THE RECORDER OF DEEDS IN AND FOR CASS COUNTY, MISSOURI, A SUPPLEMENTAL DECLARATION OF COVENANTS AND RESTRICTIONS FOR EDGEWATER AT CREEKMOOR LOTS 1 THROUGH 29 FOR CREEKMOOR PLANNED UNIT DEVELOPMENT. THIS SUPPLEMENTAL DECLARATION IS HEREBY INCORPORATED BY REFERENCE INTO THIS PLAT. THE DEVELOPER HEREBY CERTIFIES THAT THE SUPPLEMENTAL DECLARATION IS THE ONLY SUPPLEMENTAL DECLARATION FILED CONTEMPORANEOUSLY WITH THE FILING OF THIS PLAT.

BUILDING LINES, SETBACK LINES, AND UTILITY AND DRAINAGE EASEMENTS: BUILDING LINES OR SETBACK LINES ARE HEREBY ESTABLISHED AS SHOWN ON THE ACCOMPANYING PLAT AND NO BUILDING OR PORTION THEREOF SHALL BE LOCATED OR CONSTRUCTED BETWEEN THIS LINE AND THE STREET RIGHT OF WAY LINE OR LOT LINE NEAREST THE STREET. THE CITY OF RAYMORE, MISSOURI, HAS AGREED TO ACCEPT THESE EASEMENTS AND TO MAINTAIN AND OPERATE THEM IN ACCORDANCE WITH THE CITY OF RAYMORE, MISSOURI, ORDINANCES AND REGULATIONS.

RESERVED PROPERTIES: RESERVED PROPERTIES UNLAPSED AND RESERVED FOR FUTURE DEVELOPMENT, IF ANY, REFLECTED UPON THIS PLAT ARE NOT A PART OF THIS PLAT AND ARE SPECIFICALLY BY THE DEVELOPER RESERVED THEREFOR.

SWIMPOOLS: THE OWNER OF ANY UNLAPSED LOT WITHIN THE SAME BLOCK ALREADY HAVE A SWIMPOOL AND IF IT HAS BEEN 15 YEARS FROM THE DATE THE FIRST CERTIFICATE OF OCCUPANCY WAS ISSUED IN THE SUBDIVISION PHASE THAT CONTAINS THE UNLAPSED LOT.

USE RESTRICTIONS: ALL LOTS REFLECTED ON THIS PLAT ARE ZONED FOR RESIDENTIAL USE AND ONLY SINGLE FAMILY DETACHED STRUCTURES MAY BE CONSTRUCTED THEREON. NO OTHER STRUCTURES, INCLUDING BUT NOT LIMITED TO, MULTIFAMILY HOUSING, COMMERCIAL, INDUSTRIAL, OR AGRICULTURAL STRUCTURES, SHALL BE CONSTRUCTED ON ANY SINGLE FAMILY DETACHED STRUCTURE UNLESS SUCH STRUCTURE SHALL HAVE A FLOOR SPACE OF LESS THAN THAT PROGRESSED IN THE SUPPLEMENTAL DECLARATION.

ACCESS RESTRICTION: ACCESS TO LOTS 230 AND LOT 241 IS RESTRICTED TO UPTON COURT.

LAKEFRONT LOTS: THE FOLLOWING LOTS ON THIS PLAT ARE LAKEFRONT LOTS: LOTS 234, 235, 237, AND 238 INCLUSIVE. EACH LAKEFRONT LOT ON THIS PLAT WILL ACCOMMODATE A PRIVATE BOAT DOCK. DESIGN PLANS FOR PRIVATE BOAT DOCKS MUST BE APPROVED BY THE ARCHITECTURAL REVIEW COMMITTEE PRIOR TO COMMENCEMENT OF DOCK CONSTRUCTION. THE COMMON PROPERTIES REFLECTED UPON THIS PLAT (TRACTS K AND L) ARE FOR THE COMMON USE AND ENJOYMENT OF THE OWNERS OF LOTS REFLECTED UPON THIS PLAT. THE COMMON PROPERTIES SHALL BE MAINTAINED AND OPERATED IN ACCORDANCE WITH THE CITY OF RAYMORE, MISSOURI, ORDINANCES AND REGULATIONS.

LOW PRESSURE GRINDER PUMP SEWAGE SYSTEM: THIS PLAT WILL BE SERVED BY A CENTRAL SEWER SYSTEM. THE CENTRAL SEWER DISPOSAL SYSTEM IN THE DEVELOPMENT WILL EMPLOY BOTH A GRAVITY FLOW METHOD AND A LOW PRESSURE GRINDER PUMP METHOD OF SEWAGE COLLECTION AND TRANSMISSION. THE SEWING SYSTEM IN THIS DEVELOPMENT WILL BE A LOW PRESSURE GRINDER PUMP SEWAGE SYSTEM. THE SEWING SYSTEM SHALL BE INSTALLED BY THE ASSOCIATION OF A PLUMBER, GRINDER PUMP INSTALLER, AND ELECTRICAL ENGINEER. THE SEWING SYSTEM SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF RAYMORE, MISSOURI, ORDINANCES AND REGULATIONS. THE SEWING SYSTEM SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF RAYMORE, MISSOURI, ORDINANCES AND REGULATIONS.

NOTE: NONE OF THE LOTS ON THIS PLAT IS TO BE SERVED BY A LOW PRESSURE GRINDER PUMP SYSTEM. THE LOTS ON THIS PLAT SHALL BE SERVED BY GRAVITY FLOW METHOD OF SEWAGE COLLECTION AND TRANSMISSION.

100 YEAR FLOOD NOTE: THE 100 YEAR FLOOD POOL LINE AS SHOWN HEREON HAS BEEN DETERMINED BY REMISSANCE INFRASTRUCTURE CONSULTING AND IS NOT TO BE CONSIDERED AS A FINAL FLOOD BOUNDARY LINE. NO STRUCTURE OF ANY TYPE SHALL BE BUILT UPON ANY LOT BETWEEN SAID 100 YEAR FLOOD POOL LINE AND AS REFLECTED UPON THE PLAT. THE 100 YEAR FLOOD POOL LINE REPRESENTS THE POSSIBLE LOCATION OF THE FLOOD POOL THAT COULD OCCUR ON THE LAKE REFLECTED UPON THE PLAT. THAT PORTION OF THE LOT LIVING BELOW THE 100 YEAR FLOOD POOL LINE AND EXTENDING TO THE BOUNDARY LINE OF LAKE CREEKMOOR, AS REFLECTED UPON THIS PLAT IS RESERVED AS A FLOOD EASEMENT AND SAID EASEMENT WILL BE HELD BY THE OWNERS OF THE PROPERTY FOR THE BENEFIT OF THE CITY OF RAYMORE, MISSOURI, AND FOR THE BENEFIT OF THE PUBLIC.

NORMAL POOL NOTE: THE PROPERTY LINE (THE BEAR TO) ALONG THE LAKE IS A MEANER LINE AT A CONSTANT ELEVATION ONE TENTH OF ONE FOOT HIGHER THAN THE HIGHEST PROPOSED SHILLAW ELEVATION OF 961.5, AS DETERMINED FROM INDOOR CONTROL POINT DATA.

CASS COUNTY, MISSOURI:
ENTERED ON TRANSFER RECORD THIS _____ DAY OF _____ 20

DEPUTY COUNTY RECORDER OF DEEDS

CITY OF RAYMORE, MISSOURI:
CITY COUNCIL:

THIS PLAT OF "EDGEWATER AT CREEKMOOR-EIGHTH PLAT - LOTS 230 THROUGH 241 AND TRACTS K & L" INCLUDING EASEMENTS AND EASEMENTS HEREBY GRANTED BY THE CITY OF RAYMORE, MISSOURI, HAS BEEN APPROVED BY THE CITY COUNCIL OF RAYMORE, MISSOURI, ON THE _____ DAY OF _____ 20____.

ATTEST: _____
CITY CLERK

ATTEST: _____
CITY ENGINEER

CITY PLANNING COMMISSION:
THIS PLAT OF "EDGEWATER AT CREEKMOOR-EIGHTH PLAT - LOTS 230 THROUGH 241 AND TRACTS K & L" HAS BEEN SUBMITTED TO AND APPROVED BY THE CITY PLANNING AND ZONING COMMISSION THIS _____ DAY OF _____ 20____.

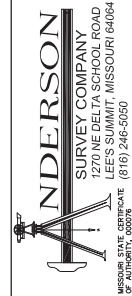
SECRETARY

DEVELOPER:

ENGINEER:

SURVEYOR'S CERTIFICATION:

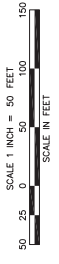
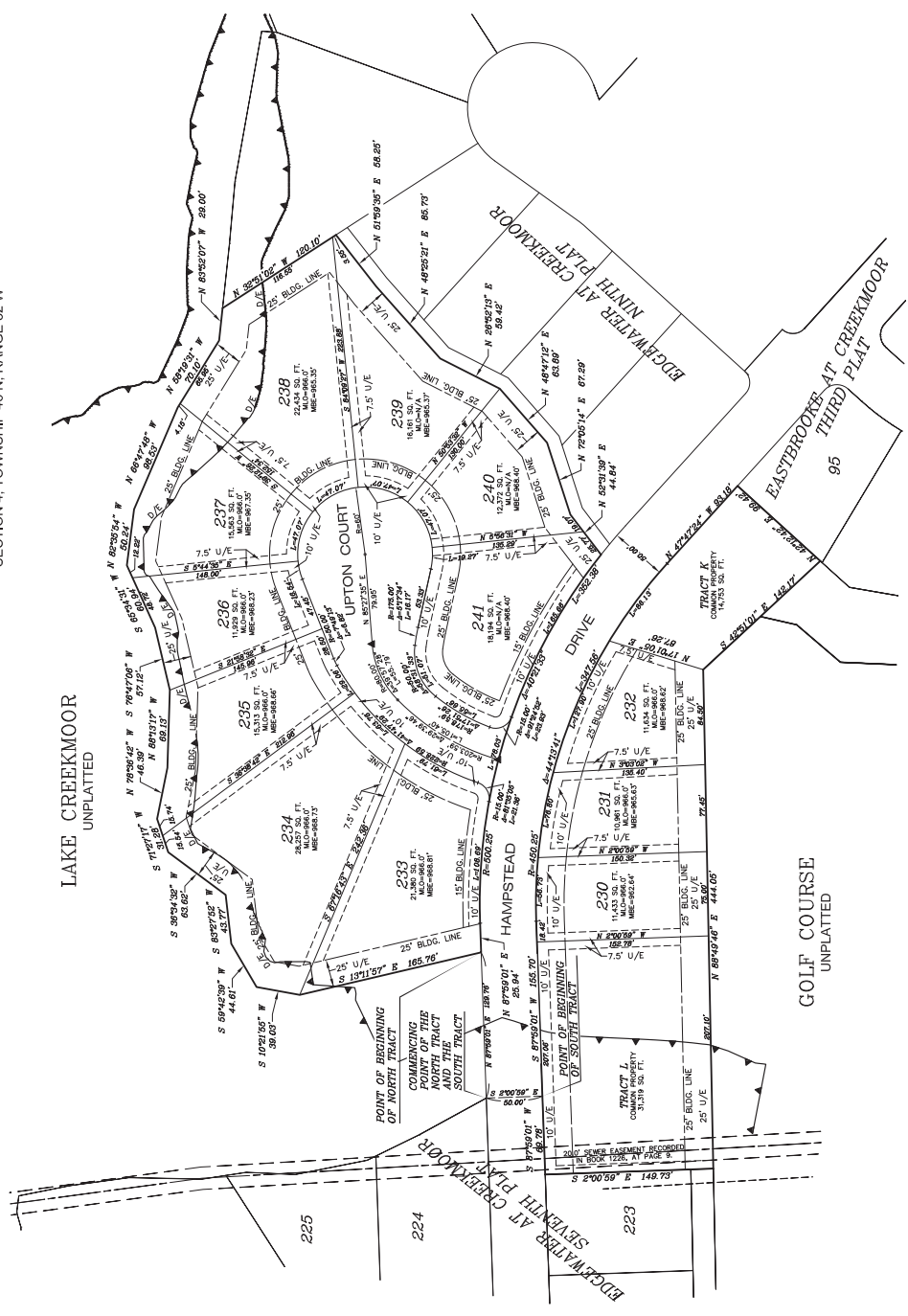
TOTAL AREA	4.890 ACRES
LOTTED AREA	1.059 ACRES
UNLAPSED	3.831 ACRES
TOTAL	6.891 ACRES
LENGTH OF RECORDED STREETS	241.4 LINEAL FEET



ANDERSON
SURVEY COMPANY, INC.
115 S. MISSOURI ROAD
LEES SUMMIT, MISSOURI 64064
(816) 245-5050

4-46-32
Missouri State Certificate
No. 271
Expire 08/31/2024
John P. Webster
P.L.S. 00000000

**EDGEWATER AT CREEKMOOR
 EIGHTH PLAT**
 LOTS 230 THROUGH 241 AND TRACTS K & L
 A SUBDIVISION IN RAYMORE, CASS COUNTY, MISSOURI
 SECTION 4, TOWNSHIP 46 N, RANGE 32 W



- NOTES:**
1. THE SURVEYOR'S MONUMENTS SHALL BE SET IN CONFORMANCE WITH THE REQUIREMENTS OF CONSTRUCTION ACTIVITIES WITH THIS PLAT ON WITHIN 12 MONTHS OF THE RECORDING OF THIS PLAT, WHICH EVER IS EARLIER.
 2. THE BEARINGS SHOWN ON THIS PLAT ARE BASED UPON THE "MISSOURI COORDINATE SYSTEM OF 1987," WEST ZONE. AT JACKSON COUNTY CONTROL MONUMENT J-25 (1989 ADJUSTMENT) USING A GRID FACTOR OF 0.999895.
 3. THE PROPERTY SHOWN HEREIN IS LOCATED IN ZONE "X" (UNSHARED), AREAS DETERMINED TO BE OUTSIDE THE UNSHARED ZONE ARE SHOWN WITH A DOTTED LINE. THIS SURVEY WAS CONDUCTED ON JANUARY 2, 2013 AND NO. 2907-02026F. REVISED JANUARY 2, 2013 AND FURTHER REVISED BY THE LOWRY ON AUGUST 23, 2017. CASE NO. 17-07-0389A.
 4. THE ABBREVIATION "MLO" SHOWN HEREIN DENOTES MINIMUM LOW OPENING ELEVATION.
 5. THE ABBREVIATION "MBE" SHOWN HEREIN DENOTES MINIMUM BASEMENT ELEVATION.

LEGEND

--- (dashed line)	SETBACK LINE
--- (dashed line)	UTILITY & DRAINAGE EASEMENT
--- (dashed line)	SUBDIVISION EASEMENT
--- (dashed line)	ROAD ROW
--- (dashed line)	COMBINATION BLDG EASEMENT
--- (dashed line)	UTILITY/DRAINAGE EASEMENT LINE
--- (dashed line)	100 YEAR FLOOD POOL EASEMENT (E.O. 12801)

DEVELOPER:
 COOPERLAND DEVELOPMENT, INC.
 1100 W. STATE ST., SUITE 101
 ROGERS, ARKANSAS 72769

ENGINEER:
 CURT ENGINEERING, INC.
 1100 W. STATE ST., SUITE 101
 ROGERS, ARKANSAS 72769

SURVEYOR'S CERTIFICATION:
 I HEREBY CERTIFY THAT WE HAVE MADE A SURVEY OF THE PREMISES DESCRIBED HEREIN WHICH MEETS OR EXCEEDS THE CURRENT MISSOURI STANDARDS FOR PROPERTY BOUNDARY SURVEYS. I AM A LICENSED SURVEYOR IN THE STATE OF MISSOURI AND I HAVE CONDUCTED THIS SURVEY IN ACCORDANCE WITH THE PROFESSIONAL LAND SURVEYORS AND LANDSCAPE ARCHITECTS AND I FURTHER CERTIFY THAT I HAVE CONDUCTED THIS SURVEY IN ACCORDANCE WITH THE MISSOURI STANDARDS FOR SURVEYING AND PLATTING OF SUBDIVISIONS, AND THAT THE RESULTS OF SAID SURVEY ARE REPRESENTED ON THIS PLAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF.



SHEET 2 OF 2

21-11-2023-10
 Edgewater at Creekmoor
 Sheet 2 of 2

JOHN P. WEBSTER
 PLS 000000000



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: January 23, 2023

SUBMITTED BY: David Gress

DEPARTMENT: Development Services

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

TITLE / ISSUE / REQUEST

Bill 3776: Edgewater at Creekmoor 9th Final Plat

STRATEGIC PLAN GOAL/STRATEGY

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

FINANCIAL IMPACT

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

PROJECT TIMELINE

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

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission: Planning and Zoning Commission
Date: January 17, 2023
Action/Vote: Approval, 9-0

LIST OF REFERENCE DOCUMENTS ATTACHED

Staff Report
Development Agreement
Final Plat Drawing

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

Cooper Land Development has requested approval of the 9th phase of the Edgewater at Creekmoor subdivision, located along Hampstead Drive. This phase includes 11 residential lots and 2 common area tracts.

BILL 3776

ORDINANCE

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, APPROVING THE EDGEWATER AT CREEKMOOR NINTH PLAT LOTS 242 THROUGH 252 AND TRACTS M AND N, LOCATED IN SECTION 4, TOWNSHIP 46N, RANGE 32W, RAYMORE, CASS COUNTY, MISSOURI."

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

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

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

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

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

Section 2. That the subdivision known as Edgewater at Creekmoor 9th Plat is approved for the tract of land described below:

ALL THAT PART OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER AND THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 46 NORTH, RANGE 32 WEST, IN THE CITY OF RAYMORE, CASS COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE WESTERLY BOUNDARY OF EASTBROOKE AT CREEKMOOR SECOND PLAT, A SUBDIVISION IN SAID CITY, COUNTY AND STATE, WITH THE NORTHERLY RIGHT OF WAY LINE OF HAMPSTEAD DRIVE AS ESTABLISHED BY SAID PLAT; THENCE NORTH 47°47'18" WEST, THIS AND SUBSEQUENT COURSES ALONG THE NORTHERLY RIGHT OF WAY LINE OF SAID HAMPSTEAD DRIVE AS ESTABLISHED BY THE PLAT OF EASTBROOKE AT CREEKMOOR THIRD PLAT, A SUBDIVISION IN SAID CITY, COUNTY AND STATE, A DISTANCE OF 196.22 FEET; THENCE ALONG A CURVE TO THE RIGHT TANGENT TO THE LAST DESCRIBED COURSE, HAVING A RADIUS OF 14.00 FEET, A CENTRAL ANGLE OF 90°00'00", FOR AN ARC LENGTH OF 21.99 FEET; THENCE NORTH 47°47'18" WEST, A DISTANCE OF 50.00 FEET; THENCE SOUTHWESTERLY ALONG A CURVE TO THE RIGHT HAVING AN INITIAL TANGENT BEARING OF SOUTH 42°12'42" WEST, A RADIUS OF 14.00 FEET, A CENTRAL ANGLE OF 90°00'00", FOR AN ARC LENGTH OF 21.99 FEET; THENCE NORTH 47°47'18" WEST, A DISTANCE OF 159.07 FEET; THENCE ALONG A CURVE TO THE LEFT TANGENT TO THE LAST DESCRIBED COURSE, HAVING A RADIUS OF 500.25 FEET, A CENTRAL ANGLE OF 2°28'51", FOR AN ARC DISTANCE OF 21.66'; THENCE NORTH 53°01'36" EAST, DEPARTING SAID RIGHT OF WAY LINE, A DISTANCE OF 40.33 FEET; THENCE NORTH 72°05'14" EAST, A DISTANCE OF 67.29 FEET; THENCE NORTH 48°47'12" EAST, A DISTANCE OF 68.68 FEET; THENCE NORTH 26°52'13" EAST, A DISTANCE OF 59.46 FEET; THENCE NORTH 48°25'21" EAST, A DISTANCE OF 83.06 FEET; THENCE NORTH 51°59'35" EAST, A DISTANCE OF 56.81 FEET; THENCE NORTH 32°51'02" WEST, A DISTANCE OF 132.15 FEET; THENCE SOUTH 83°52'07" EAST, A DISTANCE OF 57.89 FEET; THENCE SOUTH 84°57'06" EAST, A DISTANCE OF 55.66 FEET; THENCE SOUTH 79°53'16" EAST, A DISTANCE OF 135.52 FEET; THENCE

SOUTH 4°08'25" WEST, A DISTANCE OF 13.32; THENCE NORTH 68°25'58" EAST, A DISTANCE OF 25.22 FEET; THENCE SOUTH 79°53'16" EAST, A DISTANCE OF 15.20 FEET; THENCE SOUTH 88°09'55" EAST, A DISTANCE OF 155.00 FEET; THENCE SOUTH 42°02'22" EAST, A DISTANCE OF 176.27 FEET; THENCE SOUTH 47°57'38" WEST, A DISTANCE OF 626.27 FEET; THENCE SOUTH 48°40'33" EAST, A DISTANCE OF 61.87 FEET; THENCE SOUTH 42°12'42" WEST, A DISTANCE OF 16.22 FEET TO THE POINT OF BEGINNING, CONTAINING 236,282 SQUARE FEET OR 5.424 ACRES, MORE OR LESS.

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

Section 4. Traffic Control Signage. The following stop signs shall be established within the City of Raymore:

- Kintyre Court at Hampstead Drive, at the northwest corner

Section 5. 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 6. Severability. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

DULY READ THE FIRST TIME THIS 23RD DAY OF JANUARY, 2023.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 13TH DAY OF FEBRUARY, 2023 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



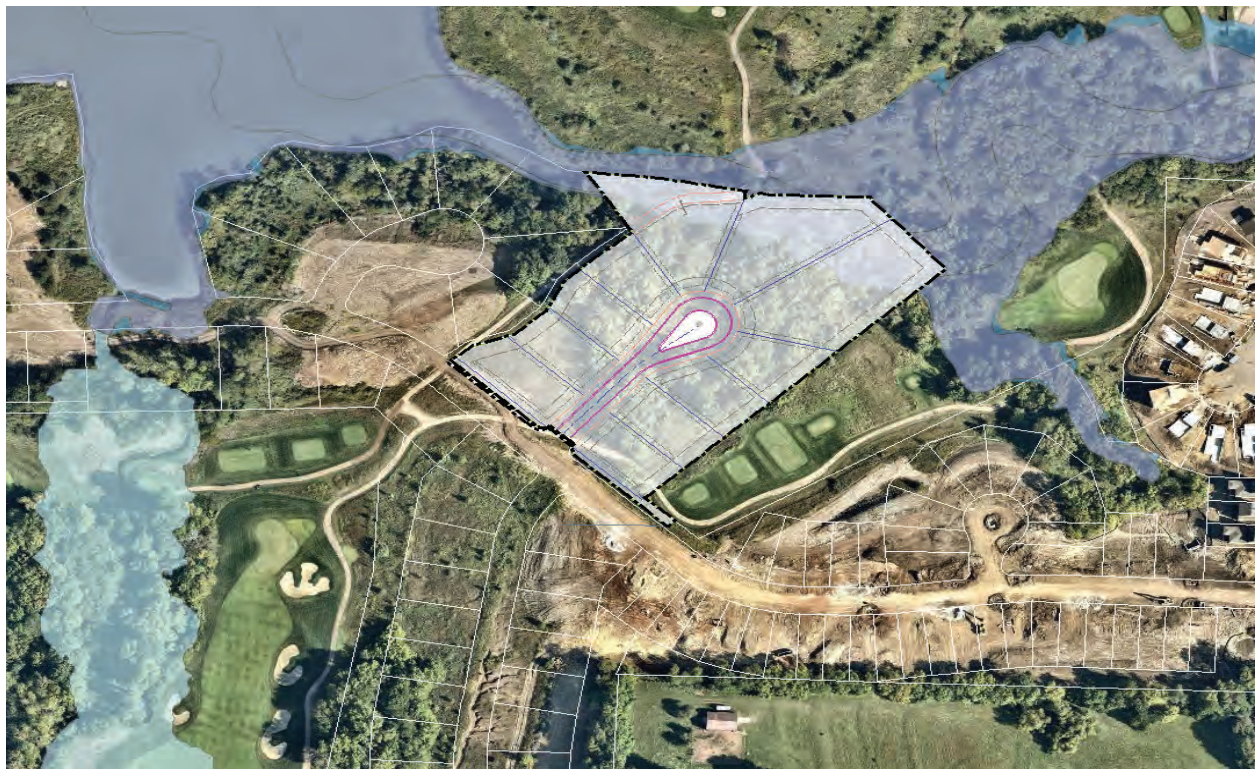
To: City Council
From: Planning and Zoning Commission
Date: January 23, 2023
Re: Case #22008 - Edgewater at Creekmoor 9th Plat - Final Plat

GENERAL INFORMATION

**Applicant/
Property Owner** Cooper Land Development
903 N. 47th St.
Rogers, AR 72756

Requested Action: Final Plat Approval, Edgewater at Creekmoor 9th Plat

Property Location: East side of Proposed Edgewater 8th, north of Hampstead Drive.



Site Photo:



View from Hampstead Dr. looking north

Existing Zoning: "PUD" Planned Unit Development District

Existing Surrounding Zoning: **North:** "PUD" Planned Unit Development District

South: "PUD" Planned Unit Development District
"A" Agricultural

East: "PUD" Planned Unit Development District

West: "PUD" Planned Unit Development

Existing Surrounding Uses: **North:** Single Family Residential, Creekmoor Lake

South: Single Family Residential, golf course

East: Single Family Residential

West: Single Family Residential

Total Tract Size: 5.528 Acres

Total Number of Lots: 11 Lots, 2 Common Tracts

Density – units per Acre: 1.989

Growth Management Plan: The Future Land Use Plan Map contained in the Growth Management Plan identifies this area as appropriate for medium-density residential development.

Major Street Plan: The Major Thoroughfare Plan Map classifies Hampstead Dr. as a Minor Collector and Kintyre Ct as a Local Rd.

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

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

PROPOSAL

Outline of Requested Action: The applicant seeks to obtain Final Plat approval for *Edgewater 9th Plat - Lots 242 thru 252 and Tracts M and N.*

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

PREVIOUS ACTIONS ON OR NEAR THE PROPERTY

1. The Preliminary Plan and Memorandum of Understanding (MOU) for Creekmoor were approved by the City Council on January 26, 2004.
2. The Edgewater 7th Plat, located to the west, was approved by the City on December 9, 2019.
3. Eastbrook 3rd Plat, located to the south, was approved by City Council on November 8, 2021.

ENGINEERING DIVISION COMMENTS

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

STAFF COMMENTS

1. The current and proposed bulk and dimensional standards for the "PUD" Planned Unit Development Residential District zoning classification for the property is provided below.

Requirements	
Minimum Lot Area	
per lot	Interior Lot: 5,500 sq.ft Corner Lot: 6,050 sqft
per dwelling unit	Interior Lot: 5,500 sq.ft Corner Lot: 6,050 sqft
Minimum Lot Width (ft.)	Interior Lot: 50 ft. Corner Lot: 55 ft.
Minimum Lot Depth (ft.)	100
Yards, Minimum (ft.)	
Front	25
rear	25
side corner	15
side	7.5
Maximum Building Height (feet)	35
Maximum Building Coverage (%)	40%

2. The total fee due for Edgewater at Creekmoor Ninth Final Plat Lots 242 thru 252 and Tracts M & N is \$1,581.03. Fees paid at the time building permit applications are to be made at a rate of One Hundred Forty-Three dollars and seventy-three cents (\$143.73) per dwelling unit.
3. A five-foot (5') sidewalk along Tract M prior to the issuance of a Certificate of Occupancy for a home on Lot 242 in Edgewater at Creekmoor Ninth Plat.
4. A five-foot (5') sidewalk along Tract N prior to the issuance of a Certificate of Occupancy for a home on Lot 252 in Edgewater at Creekmoor Ninth Plat.
5. This project will be associated with the current HOA that Creekmoor Subdivision has formed.
6. The original preliminary plat showed this development to be two-family, however, the 7th Amendment to the MOU that was approved by the City Council on October 25, 2022 nullified all remaining two-family lots to be designated as single family lots.
7. The 7th Amendment also had some triggering events for the construction of 163rd St, see the following events below:
 - a. Any development that occurs east of the existing 20' sanitary sewer line running parallel to the stream to the east of Westbrook at Creekmoor 14th plat, with the exception of Eastbrooke at Creekmoor 3rd Plat; or
 - b. If the segment of 163rd Street is required to provide access to any lots within the Park Side Subdivision that is currently contemplated for development east of Sunset Lane; or

- c. If 36-months have passed since the acceptance of the public infrastructure by the City Council for Eastbrooke at Creekmoor 3rd Plat; or
- d. If 163rd Street is constructed from Madison Street to the east property line of the Creekmoor development.

PLANNING COMMISSION PROPOSED FINDINGS OF FACT

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

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

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

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

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

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

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

REVIEW OF INFORMATION AND SCHEDULE

<u>Action</u> Review	<u>Planning Commission</u> Janaury 17, 2023	<u>City Council 1st</u> Janaury 23, 2023	<u>City Council 2nd</u> February 13, 2023
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STAFF RECOMMENDATION

Staff recommends that the Planning and Zoning Commission accept the staff proposed findings of fact and forward Case #22008 Edgewater at Creekmoor 9th Plat - Final Plat to the City Council with a recommendation of approval.

PLANNING AND ZONING COMMISSION 1/17/2023

The Planning and Zoning Commission, at their January 17, 2023 meeting voted 9-0 to accept the Staff proposed findings of fact and forward Case # 22008 Edgewater at Creekmoor 9th Plat - Final Plat to the City Council with a recommendation of approval.



Development Agreement

For

***Edgewater at Creekmoor Ninth Final Plat
Lots 242 thru 252 and Tracts M & N***

Legal Description Contained on Pages 2-3

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

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

February 13, 2023

DEVELOPMENT AGREEMENT

THIS AGREEMENT, MADE THIS 13th day of February, 2023 by and between, **Cooper Land Development, Inc.** hereinafter referred to as "Sub-divider" and the City of Raymore, Missouri, a Municipal Corporation, hereinafter referred to as "City".

WHEREAS, Sub-divider seeks to obtain approval from the City for a subdivision to be known as **Edgewater at Creekmoor Ninth Final Plat Lots 242 thru 252 and Tracts M & N** which is located in the City of Raymore, Cass County, Missouri, and;

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

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

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

GEOGRAPHIC LOCATION:

1. The terms of this agreement apply to the following property and all portions thereof: **Edgewater at Creekmoor Ninth Final Plat Lots 242 thru 252 and Tracts M & N**

ALL THAT PART OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER AND THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 46 NORTH, RANGE 32 WEST, IN THE CITY OF RAYMORE, CASS COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE WESTERLY BOUNDARY OF EASTBROOKE AT CREEKMOOR SECOND PLAT, A SUBDIVISION IN SAID CITY, COUNTY AND STATE, WITH THE NORTHERLY RIGHT OF WAY LINE OF HAMPSTEAD DRIVE AS ESTABLISHED BY SAID PLAT; THENCE NORTH 47°47'18" WEST, THIS AND SUBSEQUENT COURSES ALONG THE NORTHERLY RIGHT OF WAY LINE OF SAID HAMPSTEAD DRIVE AS ESTABLISHED BY THE PLAT OF EASTBROOKE AT CREEKMOOR THIRD PLAT, A SUBDIVISION IN SAID CITY, COUNTY AND STATE, A DISTANCE OF 196.22 FEET; THENCE ALONG A CURVE TO THE RIGHT TANGENT TO THE LAST DESCRIBED COURSE, HAVING A RADIUS OF 14.00 FEET, A CENTRAL ANGLE OF 90°00'00", FOR AN ARC LENGTH OF 21.99 FEET; THENCE NORTH 47°47'18" WEST, A DISTANCE OF 50.00 FEET; THENCE SOUTHWESTERLY ALONG A CURVE TO THE RIGHT HAVING AN INITIAL TANGENT BEARING OF SOUTH 42°12'42" WEST, A RADIUS OF 14.00 FEET, A CENTRAL ANGLE OF 90°00'00", FOR AN ARC LENGTH OF 21.99 FEET; THENCE NORTH 47°47'18" WEST, A DISTANCE OF 159.07 FEET; THENCE ALONG A CURVE TO THE LEFT TANGENT TO THE LAST DESCRIBED COURSE, HAVING A RADIUS OF 500.25 FEET, A CENTRAL ANGLE OF 2°28'51", FOR AN ARC DISTANCE OF 21.66'; THENCE NORTH 53°01'36" EAST, DEPARTING SAID RIGHT OF WAY LINE, A DISTANCE OF 40.33 FEET; THENCE NORTH 72°05'14" EAST, A DISTANCE OF 67.29 FEET; THENCE NORTH 48°47'12" EAST, A DISTANCE OF 68.68 FEET; THENCE NORTH 26°52'13" EAST, A DISTANCE OF 59.46 FEET; THENCE NORTH 48°25'21" EAST, A DISTANCE OF 83.06

FEET; THENCE NORTH 51°59'35" EAST, A DISTANCE OF 56.81 FEET; THENCE NORTH 32°51'02" WEST, A DISTANCE OF 132.15 FEET; THENCE SOUTH 83°52'07" EAST, A DISTANCE OF 57.89 FEET; THENCE SOUTH 84°57'06" EAST, A DISTANCE OF 55.66 FEET; THENCE SOUTH 79°53'16" EAST, A DISTANCE OF 135.52 FEET; THENCE SOUTH 4°08'25" WEST, A DISTANCE OF 13.32; THENCE NORTH 68°25'58" EAST, A DISTANCE OF 25.22 FEET; THENCE SOUTH 79°53'16" EAST, A DISTANCE OF 15.20 FEET; THENCE SOUTH 88°09'55" EAST, A DISTANCE OF 155.00 FEET; THENCE SOUTH 42°02'22" EAST, A DISTANCE OF 176.27 FEET; THENCE SOUTH 47°57'38" WEST, A DISTANCE OF 626.27 FEET; THENCE SOUTH 48°40'33" EAST, A DISTANCE OF 61.87 FEET; THENCE SOUTH 42°12'42" WEST, A DISTANCE OF 16.22 FEET TO THE POINT OF BEGINNING, CONTAINING 236,282 SQUARE FEET OR 5.424 ACRES, MORE OR LESS.

REQUIRED IMPROVEMENTS:

1. In accordance with the policies and ordinances of the City, the public improvements described herein shall be constructed and installed on the terms and conditions hereinafter contained. Public improvements within the Subdivision will be installed in accordance with the City of Raymore Standard Contract Documents and Technical Specifications & Design Criteria for Utility and Street Construction dated December 2017.
2. The public improvements are to be designed and installed at the Sub-divider's expense by the Sub-divider and are hereinafter referred to as "Improvements".
3. It shall be the obligation of the Sub-divider to furnish to the City plans and specifications for construction of the Improvements. Before any construction is commenced, the City Public Works Director shall approve plans and specifications for the Improvements. Once the City Public Works Director has approved the plans, any changes to the plans must be submitted to the City Public Works Director for approval.
4. The Developer, and/or their contractor or designee, shall provide the saddle for connection to the public water main. Saddles shall be brass or bronze with a stainless steel strap. All brass/bronze construction shall also be permitted.
5. The Sub-divider shall submit the appropriate grading/site/erosion control plan including appropriate sidewalk, meter elevations, and manhole elevations to the City Public Works Director for approval for development of the project. Before any construction is commenced within that phase, the City Public Works Director must approve plans for all required Improvements. It shall be the Sub-divider's responsibility to assure compliance with grading plans.
6. The Sub-divider shall provide a copy of all required State and Federal permits to the City Public Works Director prior to issuance of any City permits.

7. The Sub-divider shall provide and pay for all engineering and surveying necessary to design and construct the Improvements. The Sub-divider shall pay for all other engineering and surveying necessary to design and construct other improvements to the property.

8. The Sub-divider shall install stormwater treatment facilities (i.e. permeable pavement) in the islands in the cul-de-sac prior to City acceptance of the Improvements. The Creekmoor POA will be responsible for the maintenance of these features.

INSTALLATION AND MAINTENANCE

1. Prior to the issuance of building permits, the Sub-divider shall install all Improvements as shown on approved engineering plans of said subdivision and the City Council shall have accepted by Resolution all Improvements.

2. The Sub-divider shall be responsible for the maintenance of the Improvements for a period of two years after acceptance thereof by the City, in accordance with the City specifications and policies.

3. The Sub-divider agrees to provide the City of Raymore “as-built” plans for all Improvements as indicated on the aforementioned plans. Said plans shall be considered a part of the Improvements, for the purpose of acceptance by the City.

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

FEES, BONDS & INSURANCE

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

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

3. The Sub-divider agrees to furnish performance bonds as required in the Unified Development Code of the City of Raymore.
4. Prior to acceptance of Improvements within said subdivision, Sub-divider will provide a guarantee in the form of a Maintenance Bond that is satisfactory to the City Public Works Director. This guarantee shall be based on 50% of the cost of all Improvements shown on approved engineering plans and shall be for a period of two years after acceptance by the City.
5. The Sub-divider agrees to submit a street light plan for City approval and pay the cost of providing and installing the streetlights in accordance with the approved street light plan. The required street lights shall be installed and shall be operational prior to the acceptance of the Improvements for the subdivision.
6. The Sub-divider agrees to pay to the City a \$9 per acre fee for the placement and maintenance of outdoor warning sirens. The cost of these fees is provided in Attachment A.
7. The Sub-divider agrees to pay any **fees in lieu of parkland dedication** that are required in accordance with City Code. The total fee due for **Edgewater at Creekmoor Ninth Final Plat Lots 242 thru 252 and Tracts M & N** is **\$1,581.03 (One Thousand Five Hundred and Eighty-One dollars and Three Cents)**. Fees paid at the time building permit applications are to be made at a rate of **One Hundred Forty-Three dollars and seventy-three cents (\$143.73) per dwelling unit**.
8. Per Ordinance #20004, the license (excise) tax for building contractors will be charged at the time of building permits at the applicable rate at the time each building permit application is approved.
9. The Sub-divider, in the interest of the general health, welfare and safety of the Citizens of Raymore, agrees to have installed, at their cost, any traffic control devices determined to be necessary by City Staff (410.340). The technical specifications and design criteria are set forth in Public Works Department Policies 120 thru 122 and 129, Street Signage and Traffic Control Devices. The improvement must be installed prior to the City releasing any building permits.

ADDITIONAL REQUIREMENTS

1. The Sub-divider agrees to comply with the regulations and policies of the utility companies having facilities within the City limits.
2. The Sub-divider shall relocate the existing cart-path located within Lot 252 along Hampstead Drive as part of the public improvements. Removal of the existing cart-path shall be the responsibility of the Sub-divider. .

3. Maintenance of the relocated paved cart-path shall be the responsibility of the Sub-Divider, and/or the Creekmoor POA
4. A 5' sidewalk shall be constructed within Tracts M and N as part of the public improvements. adjacent to the relocated cart-path.

GENERAL PROVISIONS

1. The parties agree that execution of this agreement in no way constitutes a waiver of any requirements of applicable City ordinances with which the Sub-divider must comply and does not in any way constitute prior approval of any future proposal for development.
2. This agreement shall be recorded by the Sub-divider, and the covenants 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.
3. This agreement shall constitute the entire agreement between the parties and any modification hereof shall be in writing, subject to the approval of the parties.
4. If, at any time, any part hereof has been breached by Sub-divider, the City may withhold approval of any or all building permits applied for in the subdivision, until breach or breaches has or have been cured.
5. Any provision of this agreement which is not enforceable according to law will be severed herefrom and the remaining provisions shall be enforced to the fullest extent permitted by law.
6. 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.
7. The Sub-divider hereby warrants and represents to the City as inducement to the City's entering into this Agreement, that the Sub-divider's interest in the Subdivision is as a fee owner.
8. The Sub-divider and City acknowledge the Memorandum of Understanding for Creekmoor Subdivision, executed by both parties and approved by City Council on January 26, 2004, June 26, 2006, July 24, 2006, July 23, 2007, and July 27, 2015 remains in effect.
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 the Sub-divider, at:

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

11. The Sub-divider acknowledges that this plat will expire within one year of the date the Raymore City Council approves an ordinance approving **Edgewater at Creekmoor Ninth Final Plat Lots 242 thru 252 and Tracts M & N**; and that failure for any reason to record the plat does not obligate the City to re-approve the plat no matter what improvements may have been completed in furtherance of the current plat known as **Edgewater at Creekmoor Ninth Final Plat Lots 242 thru 252 and Tracts M & N**

DRAFT

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

(SEAL)

THE CITY OF RAYMORE, MISSOURI

Kristofer P. Turnbow, Mayor

Attest:

Erica Hill, City Clerk

Sub-divider – Signature

Printed Name

Sub-divider – Signature

Printed Name

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

Stamp:

Notary Public: _____ My Commission Expires: _____

**ATTACHMENT A
 FEE CALCULATION FOR EDGEWATER AT CREEKMOOR 9TH PLAT**

Total Cost for 'New' Public Improvements: \$168,457.00

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

1	Land Disturbance Permit Fee. [455.010B] If fee paid prior to recording of plat, receipt #01885277 <i>*must be paid prior to issuance of a land disturbance permit</i>	\$500.00 [PAID 1-9-23]
2	Erosion Control Financial Security Deposit: Developer shall provide financial security for erosion control in the amount of \$1,000 per acre. The first \$5,000 of the financial security must be by cash deposit to the City. [455.010F] 60-00-2811-0000 If deposit paid prior to recording of plat, receipt #01885277 <i>*must be paid prior to issuance of a land disturbance permit</i>	\$3,500 [PAID 1-9-23]
	Additional erosion control financial security (The remaining deposit above the first \$5,000 due can be paid in cash) [455.010F]: (3.5 ac. total disturbed) If deposit paid prior to recording of plat, receipt# _____ If letter of credit submitted: financial institution: _____ renewal date of letter of credit: _____ <i>*must be paid prior to issuance of a land disturbance permit</i>	\$0.00
3	Infrastructure Construction Plan Review Fee: An amount equal to one percent (1%) of the estimated public improvement costs performed by the developer. [445.020H1] 01-00-4182-0000 <i>*must be paid prior to issuance of a construction permit</i>	\$1,684.57 [PAID 1-9-23]
4	Infrastructure Construction Inspection Fee: An amount equal to five percent (5%) of the estimated public improvement costs performed by the developer. [445.020H2] 01-00-4165-0000 <i>*must be paid prior to issuance of a construction permit</i>	\$8,422.85 [PAID 1-9-23]
5	Emergency Outdoor Warning Siren Fee: \$9.00 per acre (3.5 acres) [Schedule of Fees and Charges] 01-00-4185-0000	\$31.50 [PAID 1-9-23]

TOTAL FEES TO BE PAID PRIOR TO RECORDING PLAT.....\$31.50 [PAID]

TOTAL FEES TO BE PAID PRIOR TO ISSUANCE OF A LAND DISTURBANCE PERMIT..... \$4,000.00 [PAID]

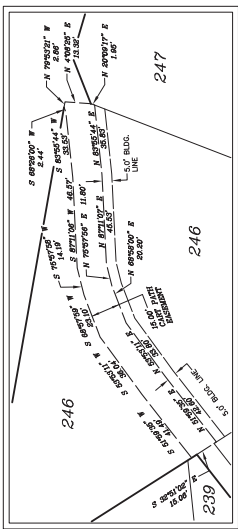
TOTAL FEES TO BE PAID PRIOR TO ISSUANCE OF A CONSTRUCTION PERMIT FOR PUBLIC IMPROVEMENTS..... \$10,107.42

ANDERSON
 SURVEY COMPANY
 1717 S. W. 10TH STREET
 LEES SUMMIT, MISSOURI 64064
 MISSOURI STATE CERTIFICATE
 # 0190000100000
 JOHN P. WEBSTER
 PLS 330000000

4-46-23
 21-10-23
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 Sheet: 2

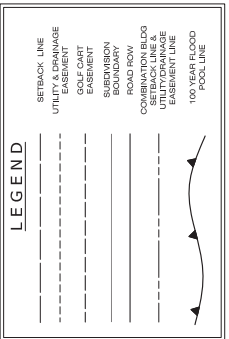
**EDGEWATER AT CREEKMOOR
 NINTH PLAT**
 LOTS 242 THROUGH 252 AND TRACTS M & N
 A SUBDIVISION IN RAYMORE, CASS COUNTY, MISSOURI
 SECTION 4, TOWNSHIP 46 N, RANGE 32 W

4-46-23
 21-10-23
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 Sheet: 2



EASEMENT DETAIL

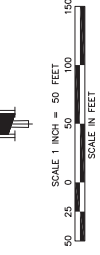
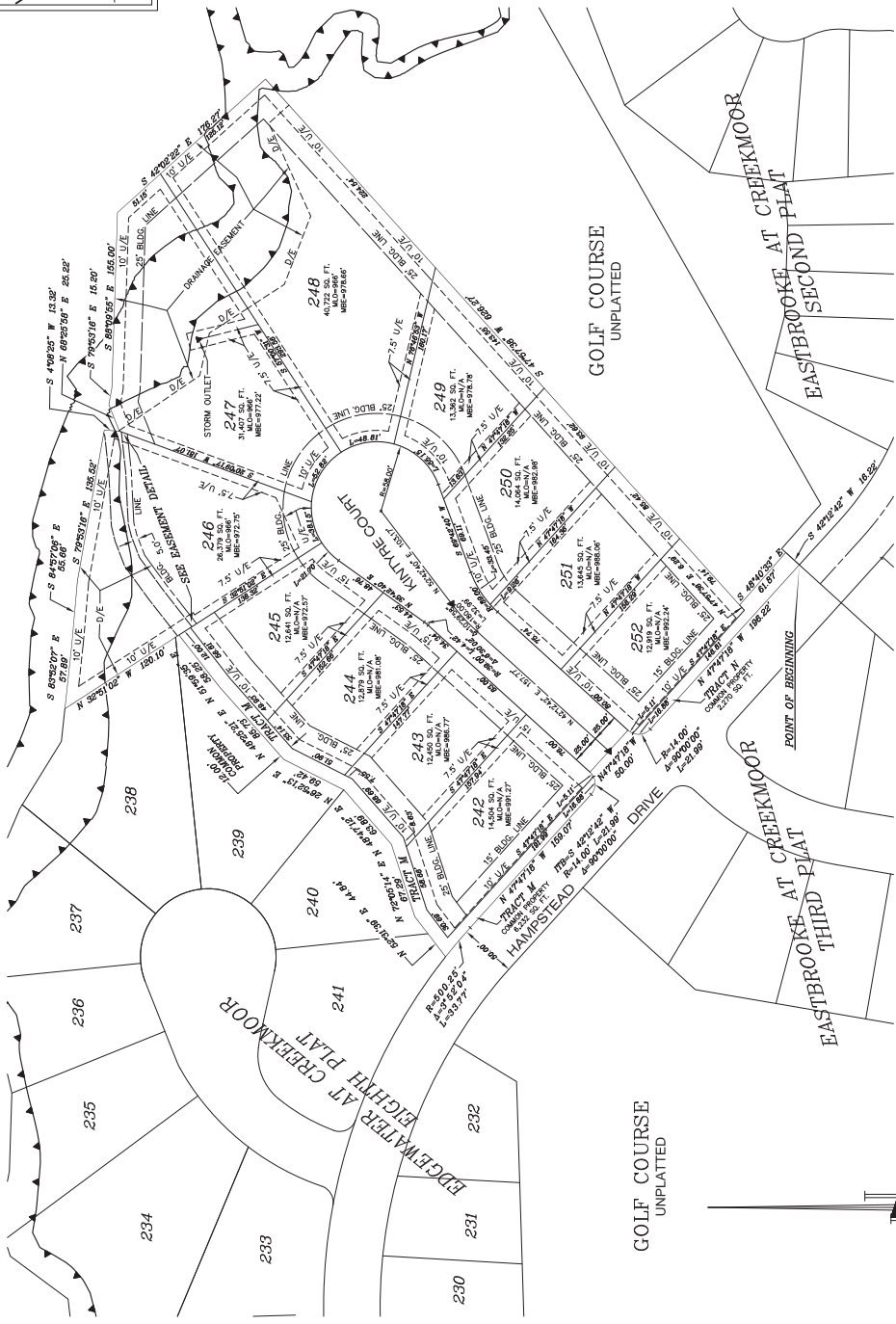
- NOTES:**
1. THE FOLLOWING STANDARD MONUMENTATION WILL BE SET UPON COMPLETION OF CONSTRUCTION ACTIVITIES WITH THIS PLAT ON WITHIN 12 MONTHS OF THE RECORDING OF THIS PLAT, WHICHEVER IS EARLIER.
 SEMIPERMANENT MONUMENTS: CAP STAMPED "ASC MLS 760 KLS 1\"/>
 2. THE BEGGINS SHOWN ON THIS PLAT ARE BASED UPON THE MISSOURI CORPORATE SYSTEM OF 1895, WEST ZONE, AND THE BEGGINS SHOWN ON THIS PLAT ARE BASED UPON THE MISSOURI CORPORATE SYSTEM OF 1895, WEST ZONE.
 3. THE PROPERTY BOUNDARY LINES ARE LOCATED IN THIS PLAT UNLESS OTHERWISE SPECIFIED. THE ANNUAL CHANCE FLOODPLAIN, AS SHOWN ON THE FLOOD INSURANCE RATE MAPS NO. 2802C0208R, REVISED JANUARY 2, 2013 AND NO. 2802C0208R, REVISED JANUARY 2, 2019 AND FURTHER REVISED BY THE COMFR ON AUGUST 23, 2017, COORDINATE 164-1058A.
 4. THE ABBREVIATION "MLO" SHOWN HEREON DENOTES MINIMUM LOW OPENING ELEVATION.
 5. THE ABBREVIATION "MBE" SHOWN HEREON DENOTES MINIMUM BASEMENT ELEVATION.



DEVELOPER: HANCOCK INC.
 800 NORTH 47TH STREET, SUITE 101
 ROGERS, ARKANSAS 72756

ENGINEER: ANDERSON SURVEY COMPANY
 1717 S. W. 10TH STREET
 LEES SUMMIT, MO 64064

SURVEYOR'S CERTIFICATION: I HEREBY CERTIFY THAT I AM A LICENSED SURVEYOR IN THE STATE OF MISSOURI AND THAT I HAVE PERSONALLY CONDUCTED THE SURVEY AND THAT THE RESULTS OF SAID SURVEY ARE REPRESENTATIVE OF THE BEST OF MY PROFESSIONAL JUDGEMENT AND BELIEF.





CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: January 23, 2023

SUBMITTED BY: David Gress

DEPARTMENT: Development Services

<input type="checkbox"/> Ordinance	<input checked="" 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 Letter of Support	

TITLE / ISSUE / REQUEST

Resolution 23-03: Support for Proposed Bellah Terra Subdivision

STRATEGIC PLAN GOAL/STRATEGY

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

FINANCIAL IMPACT

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

PROJECT TIMELINE

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

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

Letter of Support
Proposed Subdivision Plat

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

Troy Bellah, representing Bellah Homes and the developer of the proposed Bellah Terra subdivision, located within Cass County, MO, south of Hubach Hill Road, east of the Tiffany Manor subdivision, has requested a letter of support from the City of Raymore, pursuant to Cass County Zoning Code 405.020C(7)a, which states that:

The Zoning Officer shall submit the proposed Preliminary or Final Plat, as submitted by the Applicant, to the municipality located within one and one-half (1 1/2) mile of the subject property for a review period of fifteen (15) days, at the end of which period, any comments received in writing from the municipality shall be included in the application summary review prepared for the Planning Board hearing. In lieu of written comments, representatives of the municipality may appear at the Public Hearing before the Board and present its recommendation, or may elect to make no comments regarding said request.

Resolution 23-03 indicates that the proposed subdivision, while located outside the jurisdictional boundaries of the City of Raymore, is consistent with the Growth Management Plan, which identifies this area as appropriate for low-density rural residential development, and allows the Mayor to provide the attached Letter of Support to the Cass County Commission

RESOLUTION 23-03

"A RESOLUTION IN SUPPORT OF THE PROPOSED BELLAH TERRA RESIDENTIAL SUBDIVISION ABUTTING THE CORPORATE BOUNDARIES OF THE CITY OF RAYMORE IN CASS COUNTY, MISSOURI."

WHEREAS, Troy Bellah, representing Bellah Homes, has proposed a 50-lot single-family residential subdivision to be located adjacent to the corporate boundaries of the City, south of Hubach Hill Road and east of Tiffany Drive, in unincorporated Cass County, Missouri; and,

WHEREAS, Cass County, Missouri Zoning Code Section 405.020C(7)a requires that municipalities located within one and one-half mile of certain proposed developments be afforded the opportunity to review and provide feedback regarding applications for development; and,

WHEREAS, the subject property is located directly adjacent to the corporate boundaries of the city of Raymore and is identified within the City's Growth Management Plan (GMP) as appropriate for low-density detached single family development; and,

WHEREAS, the proposed development of the Bellah Terra subdivision is consistent with goals of the Growth Management Plan.

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

Section 1. The City Council, by the adoption of this Resolution, indicates its support for the Bellah Terra development adjacent to the city of Raymore and supports the application to the Cass County Commission, in that it does not conflict with the growth plans of the City of Raymore.

Section 2. Permits and Approvals. The developer shall obtain a Right-of-Way permit for the proposed access to Hubach Hill Road, as the roadway is under the jurisdiction of the City of Raymore, Missouri. Any improvements proposed within the right-of-way boundaries of the City shall be subject to review and approval by the City.

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

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

DULY READ AND PASSED THIS 23RD DAY OF JANUARY, 2023, 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



January, 23 2023

RE: Bellah Homes; Bellah Terra Subdivision Development

Cass County Commissioners,

Please allow this to serve as a letter of support, on behalf of the City of Raymore City Council, for the proposed Bellah Terra development, located on 224 acres generally south of Hubach Hill Road, between the existing Tiffany Manor subdivision and Parrot Farm Road, in unincorporated Cass County, MO.

The development includes, on average, 3,000 square-foot homes to be constructed on 3-5 acre lots, at a price-point between \$750,000 and \$1,500,000, with construction commencing in June of 2023.

Cass County, MO Zoning Code Section 405.020C(7)a requires that:

The Zoning Officer shall submit the proposed Preliminary or Final Plat, as submitted by the Applicant, to the municipality located within one and one-half (1 1/2) mile of the subject property for a review period of fifteen (15) days, at the end of which period, any comments received in writing from the municipality shall be included in the application summary review prepared for the Planning Board hearing. In lieu of written comments, representatives of the municipality may appear at the Public Hearing before the Board and present its recommendation, or may elect to make no comments regarding said request.

This development is directly adjacent to the City of Raymore's corporate limits, and is identified by the Growth Management Plan (GMP) as appropriate for low density, rural residential development. The property is currently within the territorial boundaries of Public Water Supply District No. 6, and is not served by the City's water-services infrastructure. Additionally, the lack of sanitary sewer services without substantial investment situates this property as appropriate for low-density rural residential development served by on-site septic systems.

The proposed development is consistent with the growth plans of the City, and will be a quality addition to Cass County, MO.

Sincerely

Kristofer P. Turnbow
Mayor, City of Raymore, MO



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: January 23, 2023

SUBMITTED BY: Jim Feuerborn

DEPARTMENT: Administration

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

TITLE / ISSUE / REQUEST

Bill 3778: Award of Contract to Missouri Capital Solutions, LLC

STRATEGIC PLAN GOAL/STRATEGY

1.2:1: Create a physical environment that inspires a sense of pride

FINANCIAL IMPACT

Award To:	Missouri Capital Solutions, LLC
Amount of Request/Contract:	\$65,000
Amount Budgeted:	Future Budget Amendment
Funding Source/Account#:	

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
Immediate	July 31, 2023

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

Contract

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

The City of Raymore has learned of the potential of a solid waste landfill development directly abutting Raymore's north border, located in southeast Kansas City, Missouri, between 155th Street and 150 Highway.

Staff, in consultation with the Mayor and City Council, have identified three areas for engagement with outside firms related to this potential landfill development including public relations, legal representation, and legislative consulting.

Following a review of potential firms to perform this work, Missouri Capital Solutions, LLC has been determined to be the best partner for these specialized legislative consulting services and has indicated a willingness to work with the City of Raymore.

BILL 3778

ORDINANCE

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH MISSOURI CAPITAL SOLUTIONS, LLC IN THE AMOUNT OF \$65,000 FOR CONSULTING SERVICES RELATED TO THE THREATENED LANDFILL DEVELOPMENT AND DUE TO THE NEED TO BEGIN THIS WORK IMMEDIATELY THE MAYOR DECLARES THIS AS AN EMERGENCY."

WHEREAS, the City of Raymore has learned of the potential of a solid waste landfill development directly abutting Raymore's north border, located in southeast Kansas City, Missouri, between 155th Street and 150 Highway; and,

WHEREAS, staff, in consultation with the Mayor and City Council, have identified three areas for engagement with outside firms related to this potential landfill development including public relations, legal representation, and legislative consulting; and,

WHEREAS, following a review of potential firms to perform this work, Missouri Capital Solutions, LLC has been determined to be the best partner for these specialized consulting services and has indicated a willingness to work with the City of Raymore.

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

Section 1. The City Manager is hereby authorized to enter into a contract with Missouri Capital Solutions, LLC to provide legal services for the City, attached as Exhibit A.

Section 2. The City Manager and the City Clerk are authorized to enforce the contract and make changes within budget constraints.

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

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

Section 5. Emergency Reading. Due to the need to contract these services as soon as possible, the Mayor has authorized this as an Emergency Reading.

DULY READ THE FIRST TIME THIS 23rd DAY OF JANUARY, 2023.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 23RD DAY OF JANUARY, 2023, 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

Missouri Capitol Solutions, LLC

A Governmental and Public Relations Consulting Firm

AGREEMENT TO PROVIDE LEGISLATIVE SERVICES FOR THE CITY OF RAYMORE.

This agreement is between the City of Raymore. (hereinafter referred to as COR) and Missouri Capitol Solutions, LLC. (hereinafter referred to as MCS) and is intended to provide COR with consulting services in the State of Missouri as governed by the terms and conditions set forth below. All five lobbyists affiliated with MCS will be actively working on behalf of COR. Mr. Chris Roepe will be the main point of contact for COR officials with MCS. Chris Roepe's contact information is roepe@bardgett.net and 816-294-0497.

SCOPE OF SERVICES

MCS shall provide an ongoing review of all activities of the Missouri Legislature affecting COR by providing the following services:

- A) Establish and maintain a working relationship with elected state officials and their staffs on behalf of COR.
- B) Pursue the passage or defeat of legislation as outlined by COR, by representing COR in negotiations with governmental officials, legislators, and their staffs.
- C) Establish relationships with and lobby the appropriate state departments on behalf of COR.
- D) Coordinate, with the designated officials, all activities of COR at the State Capitol or in Jefferson City during the legislative session.
- E) Develop and arrange with COR for testimony at committee hearings to promote the legislative package of COR.
- F) Provide determined representatives of COR with bi-monthly written reports of the details concerning their legislative package.
- G) Monitor the Missouri Register and notify COR of proposed rules and regulations that may affect their association bi-weekly.

PAYMENT FOR SERVICES RENDERED

For these services, MCS is to be paid the sum of \$65,000 for a period of seven (7) months to be paid in seven (7) equal installments of \$9,285.71. Statements regarding such fee will be sent on the first of the month, each month, and payment is due upon receipt of the invoice. This agreement shall be for seven months commencing January 1, 2023 and ending July 31, 2023. Actual travel expenses incurred by MCS shall be pre-approved by COR and shall be reimbursed to MCS with mileage being calculated at the current federal reimbursement rate. All payments should be made to Missouri Capitol Solutions, LLC., 205 East Capitol, Suite 100, Jefferson City, MO 65101.

INDEPENDENT CONTRACTOR STATUS OF SELLER

Neither MCS, nor any of its subcontractors, employees or agents, shall be deemed to be employees or agents of COR, it being understood that MCS is an independent contractor for all purposes and at all times. MCS shall be solely responsible for the withholding or payment of all federal, state, and local personal income taxes, Social Security, unemployment and sickness disability insurance and other payroll taxes with respect to MCS or his employees.

IN WITNESS WHEREOF, COR and MCS have executed this agreement, in duplicate, this 4 day of January, 2023.

CITY OF RAYMORE

**MISSOURI CAPITOL
SOLUTIONS, LLC.**

By: _____

By: Chris Roepe

Title: _____

Chris Roepe

Partner

Miscellaneous

THE **PLANNING AND ZONING COMMISSION** OF THE CITY OF RAYMORE, MISSOURI, MET IN REGULAR SESSION **TUESDAY, DECEMBER 6, 2022**, IN THE COUNCIL ROOM AT RAYMORE CITY HALL, 100 MUNICIPAL CIRCLE, RAYMORE, MISSOURI WITH THE FOLLOWING COMMISSION MEMBERS PRESENT: ERIC BOWIE (arrived at 6:01 p.m.), JEREMY MANSUR, JIM PETERMANN, WILLIAM FAULKNER, MATTHEW WIGGINS, KELLY FIZER, TOM ENGERT, MARIO URQUILLA, AND MAYOR KRIS TURNBOW. ALSO PRESENT WAS DEVELOPMENT SERVICES DIRECTOR DAVID GRESS, ASSISTANT DIRECTOR OF ENGINEERING TRENT SALSBURY, CITY ATTORNEY JONATHAN ZERR, CITY PLANNER DYLAN EPPERT AND ADMINISTRATIVE ASSISTANT EMILY JORDAN.

1. **Call to Order** – Chairman Wiggins called the meeting to order at 6:00 p.m.
2. **Pledge of Allegiance**
3. **Roll Call** – Roll was taken and Chairman Wiggins declared a quorum present to conduct business.
4. **Personal Appearances - none**
5. **Consent Agenda**

a. **Approval of Minutes from the November 15, 2022 meeting**

Motion by Commissioner Faulkner, Seconded by Commissioner Fizer, to approve the Consent Agenda.

Vote on Motion:

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

Motion passed 7-0-2.

6. **Unfinished Business - none**

7. **New Business -**

a. **Case #22033 - The Estates at Knoll Creek Second Plat - Final Plat**

City Planner Dylan Eppert gave the Staff Report. The location is just east of the existing Knoll Creek subdivision. The current zoning is R-1, Single-Family Residential, and the tract size is 20.221 acres. There were originally 40 lots proposed for this addition, and the current proposal is 39 lots. The Growth Management Plan identifies this area as appropriate for low-density residential development. The Major Thoroughfare Plan Map classifies Prairie Lane as a Major Collector. The original Preliminary Plat for The Estates at Knoll Creek expired in May 2006. A second Preliminary Plat was reviewed and approved by the City Council in December 2021. The subject property is located within the territorial area of the Cass County Public Water Supply District #3, and the entire subdivision will be served by Water District #3. Temporary cul-de-sacs will need to be constructed on the east end of Hall's Creek Avenue and the

southern end of Citadel Place. Normandy Drive, which was shown on the approved Preliminary Plat, has been removed from the project as future development to the south will not be feasible with potential flood plain issues. The applicant will submit a plat revision showing a change in the Right-of-Way on Hall's Creek Avenue, with the footage going from 60' to 50'. Staff recommends that the Planning & Zoning Commission accept the staff proposed findings of fact and forward the Case to the City Council with a recommendation of approval with the added condition that the applicant must submit a revision showing the change to the right-of-way.

Chairman Wiggins asked about a change in the location of Citadel Place.

Mr. Eppert noted that with the approval of surrounding land owners, adjustments to the placement of the road were made.

Commissioner Faulkner asked about who encouraged the deletion of Normandy Drive.

Mr. Eppert noted that the City initiated the removal of the road.

Motion by Commissioner Urquilla, Seconded by Commissioner Faulkner, to accept Staff proposed findings of fact and forward Case #22033, The Estates at Knoll Creek Second Final Plat, to the City Council with a recommendation of approval including the condition relating to the right-of-way.

Vote on Motion:

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

Motion passed 9-0-0.

b. Case #22027 - Mr. Handyman Site Plan

John Bruflat, 504 E Ash St., Raymore MO 64083, came to the podium to give an overview of the proposed project. Mr. Bruflat stated that what they intend to build will be an office building with inside storage for tools and machines. Mr. Handyman offers home repair services.

City Planner Dylan Eppert gave the Staff Report. The requested action is site plan approval for Mr. Handyman, which will be located east of N Madison Street and south of Pine Street. The existing zoning is "C-2", General Commercial District. The total tract size is 0.73 acres, and the property is part of the Oak Ridge Farms 4th Plat, and is lot 60. The Future Land Use Plan Map identifies this property as appropriate for Commercial development. The Major Thoroughfare Plan Map identifies N Madison Street as a Major Arterial and Pine Street as a Minor Collector. In April 2022, the City Council approved the rezoning of the subject property from C-2 General Commercial to R-3A Multi-Family Residential and C-2 General Commercial. Lots 59 and 60 were to remain C-2. The Planning & Zoning Commission voted to approve the site plan for Oak Ridge Farms 4th Plat Site Plan in August 2022. There are no use-specific standards or conditions. With a total of 4000 square feet of office space, a total of 14 parking spaces are required. The proposed site plan is in compliance with parking standards by providing 16

parking spaces. The site plan also provides the required number of accessible parking spaces, with 1 space being provided. The landscaping requirement has been met with 20% of the site being provided with landscaping. A minimum of thirty feet of landscaped area is provided along N Madison Street frontage and eight feet provided along the north property line. A "Type A" screening is required along the east side of the property as it abuts an "R-3A" zoned property. The adjacent land to the north and south is zoned "C-2", the same classification as the subject property. Pedestrian access has been provided. A sidewalk has been proposed to be installed that connects the existing N Madison Street sidewalk to the front entrance of the proposed building that will include a striped pedestrian crossing. The site plan was reviewed by the South Metro Fire Protection District. South Metro is requiring the installation of an emergency drive along the north side of the building to connect the front parking lot area with the service drive in the rear of the building. This emergency drive would allow emergency vehicles to navigate around the building. The emergency drive shall be installed in accordance with the requirements of the Fire District. Access to the site will be provided off of N Madison Street as well as PawPaw Road, which is proposed to be extended from the multifamily development to the east of the proposed project. PawPaw Road is a private road that will have a shared access with the property to the north for future development. City Staff recommends the Planning & Zoning Commission accept the staff proposed findings of facts and approve the Case subject to the 13 conditions outlined in the Staff Report.

Commissioner Faulkner asked for a condition to be changed to reflect the correct number of accessible parking spaces from 2 to 1.

Staff took note of the error, and this will be corrected.

Commissioner Urquilla asked for clarification about PawPaw Road.

Mr. Eppert noted that the road will be all paved, and will have a shared access point with a vacant lot to the north that is part of the Oak Ridge Farms 4th plat. It will connect into the Oak Ridge Farms multifamily development, it will not dead end, and access will be right off of N Madison with no turn lane being developed for the road.

Motion by Commissioner Mansur, Seconded by Commissioner Urquilla, to accept Staff proposed findings of fact and approve Case #22027, Mr. Handyman Site Plan subject to the 13 conditions noted in the Staff Report, including the change in the number of accessible parking spaces.

Vote on Motion:

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

Motion passed 9-0-0.

8. City Council Report

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

9. Staff Report

Mr. Eppert provided an overview of upcoming meetings and agenda items for the Commission.

10. Public Comment

No public comment.

11. Commission Member Comment

Commissioner Bowie thanked staff, and wished everyone a happy holiday.

Commissioner Mansur thanked staff.

Commissioner Petermann thanked staff.

Commissioner Faulkner thanked staff.

Commissioner Fizer thanked the staff.

Commissioner Engert thanked staff.

Commissioner Urquilla thanked staff, and apologized for his absence at the last meeting.

Chairman Wiggins thanked the staff and mentioned he would like to see a timeline regarding screening requirements, as well as more site trees added to the requirement.

Mayor Turnbow thanked staff and wished everyone a happy holiday.

12. Adjournment

Motion by Commissioner Urquilla, Seconded by Commissioner Mansur, to adjourn the December 6, 2022 Planning and Zoning Commission meeting.

Vote on Motion:

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

Motion passed 9-0-0.

The December 6, 2022 meeting adjourned at 6:30 p.m.

Respectfully submitted,

Emily Jordan