

AGENDA

Raymore City Council Regular Meeting
City Hall – 100 Municipal Circle
Monday, June 12, 2023
6:00 p.m.

1. Call to Order

2. Roll Call

3. Pledge of Allegiance

4. Presentations/Awards

- Arbor Day Proclamation (pg 275)
- Flag Day Proclamation (pg 277)

5. Personal Appearances

- Loren Shanks, 2032 Chateau Place - taxation disadvantages of private streets

6. Staff Reports

- A. Development Services (pg 9)
- B. Monthly Court Report (pg 15)
- C. City Clerk - fireworks permit applications (pg 17)
- D. Police/Emergency Management (pg 19)

7. Committee Reports

8. Consent Agenda

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

- A. City Council Meeting Minutes, May 22, 2023 (pg 23)
- B. Acceptance of Public Improvements - The Venue Lots 2, 3, 6, and Tract A
Reference: - Resolution 23-26 (pg 33)

The Director of Public Works has determined that the project has been satisfactorily completed in accordance with the project specifications. In addition, the Development Services and Public Works directors have inspected the site and found it to be in compliance with City of Raymore Code requirements.

9. Unfinished Business - Second Reading

A. Award of Contract - Police Firing Range - Electrical

Reference: - Agenda Item Information Sheet (pg 37)
- Bill 3807 (pg 39)
- Proposal (pg 41)

This project calls for the installation of 100 amp supply with an aluminum cabinet, a 200 amp supply with an aluminum cabinet and 100 amp supply with an H frame. Staff is recommending award of this contract to Black & McDonald.

- | |
|------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none">• City Council, 05/22/2023: Approved 8-0 |
|------------------------------------------------------------------------------------------|

B. Award of Contract - Mower

Reference: - Agenda Item Information Sheet (pg 43)
- Bill 3809 (pg 45)
- Proposal (pg 47)

This project calls for the purchase of a remote control brush mower. Staff is recommending award of this contract to Red Equipment, LLC.

- | |
|------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none">• City Council, 05/22/2023: Approved 8-0 |
|------------------------------------------------------------------------------------------|

C. Budget Amendment - Police Firing Range

Reference: - Agenda Item Information Sheet (pg 59)
- Bill 3810 (pg 61)
- Fund 45 Exhibit (pg 63)

Staff is requesting a budget amendment to make improvements to the police firing range to include: fence, power to meter, electrical work, a remote control mower and trailer.

- | |
|------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none">• City Council, 05/22/2023: Approved 8-0 |
|------------------------------------------------------------------------------------------|

D. Award of Contract - Inflow and Infiltration

Reference: - Agenda Item Information Sheet (pg 65)

- Bill 3814 (pg 67)
- Contract (pg 69)

This project involves rehabilitation of the sanitary sewer system in Chateau Place to eliminate ground water entering the sewer.

- City Council, 05/22/2023: Approved 8-0

E. Madison Valley 2nd Final Plat

- Reference:
- Agenda Item Information Sheet (pg 119)
 - Bill 3812 (pg 121)
 - Staff Report (pg 124)
 - Development Agreement (pg 132)
 - Final Plat Drawing (pg 143)

Bryan Rahn, representing Blue Springs Safety Storage, LLC and Country Club Homes, LLC, is requesting final plat approval of the Madison Valley 2nd Plat, a proposed 55-lot subdivision located north of 58 Highway, generally between Sunset Lane and N. Madison Street.

- City Council, 05/22/2023: Approved 8-0
- Planning and Zoning Commission, 05/22/2023: Approved 8-0

F. Johnston Drive Right-of-Way Final Plat

- Reference:
- Agenda Item Information Sheet (pg 145)
 - Bill 3813 (pg 147)
 - Staff Report (pg 149)
 - Final Plat Drawing (pg 155)

As part of the 2020 GO Bond Issuance, Raymore voters approved the extension of Johnston Drive from its current terminus south of Benton House, east to connect to Dean Avenue. This request provides the required right-of-way from the current owner of the adjoining properties, Hunt Midwest Real Estate, to facilitate the construction of the project.

- City Council, 05/22/2023: Approved 8-0
- Planning and Zoning Commission, 05/22/2023: Approved 9-0

G. Transfer of Tract AA, Brookside 10th Plat, to Brookside Homeowners Association

- Reference:
- Agenda Item Information Sheet (pg 157)
 - Bill 3811 (pg 159)
 - Property Map (pg 161)
 - Quit-Claim Deed (pg 163)
 - Letter from Homeowners Association (pg 165)

In 2020, Council approved a replat of common area Tract Y in the Brookside subdivision, currently owned by the City of Raymore. The Replat of Tract Y established a new common area tract described as Tract AA. Tract AA was created after discussion with the Brookside Homes Association (HOA). The HOA desires to maintain control on the use of Tract AA, and will assume maintenance responsibilities.

- City Council, 05/22/2023: Approved 8-0

10. New Business - First Reading

A. Saddlebrook Preliminary Plat (public hearing)

Reference: - Agenda Item Information Sheet (pg 169)
- Resolution 23-27 (pg 171)
- Staff Report (pg 172)
- Memorandum of Understanding (pg 184)
- Preliminary Plat Drawing (pg 195)

Rick Frye, representing Brookside Builders, is requesting preliminary plat approval for Saddlebrook, a 172-lot single family subdivision proposed for 65 acres located north of Hubach Hill Road and east of the Stonegate Subdivision. The plan was originally approved by the City Council in 2021, but expired in 2022. The plan remains unchanged from its previously approved form.

- Planning and Zoning Commission, 6/6/23: Approved, 5-2

B. Madison Valley 3rd Final Plat

Reference: - Agenda Item Information Sheet (pg 201)
- Bill 3816 (pg 203)
- Staff Report (pg 206)
- Development Agreement (pg 213)
- Final Plat Drawing (pg 222)

Bryan Rahn, representing Blue Springs Safety Storage, LLC and Country Club Homes, LLC, is requesting final plat approval of the Madison Valley 3rd Plat, a proposed 21-lot subdivision located north of 58 Highway, generally between Sunset Lane and N. Madison Street. This phase provides a connection between the recently approved 2nd Plat, and the existing 1st plat to the east.

- Planning and Zoning Commission, 6/6/23: Approved, 6-0

C. Voluntary Annexation - 1010 N. Jackson Street - Lot 5, Willow Hills

Reference: - Agenda Item Information Sheet (pg 223)
- Bill 3815 (pg 225)
- Map (pg 227)
- Annexation Agreement (pg 228)

Ron and Eileen Stevick, owners of the property located at 1010 N. Jackson Street in the Willow Hills subdivision, have requested voluntary annexation into the corporate limits of the City. This property is the last remaining lot within the Willow Hills subdivision that has not been annexed.

D. Award of Contract for Professional Services - Raymore 2045 Comprehensive Plan

Reference: - Agenda Item Information Sheet (pg 233)
- Bill 3817 (pg 235)
- Contract (pg 237)

In 2021, the City began the efforts of drafting a new Comprehensive Plan for the City. Following the 2022 Community Conversation hosted by the City, staff compiled a draft of the plan, with the intent of contracting with a consultant to assist with the final design, drafting, and compilation of the plan for adoption by the City. The consultant, Olsson Studio, will provide technical assistance to the City in the form of demographic reports and economic forecasts, as well as related graphical plans and figures to support the recommendations of the plan.

E. Budget Amendment: Trash, Recycling, and Yard Waste Fees

Reference: - Agenda Item Information Sheet (pg 253)
- Bill 3818 (pg 255)
- Constable Sanitation Letter (pg 257)

As part of the contract for trash, recycling, and yard waste collection, Constable Sanitation is requesting an adjustment in the fee for trash and recycling services. This increase follows the Consumer Price Index for garbage and trash hauling. The proposed rates will increase trash service by \$0.86 a month and will increase recycling by \$0.11 per month.

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

Reference: - Agenda Item Information Sheet (pg 259)
- Bill 3798 (pg 261)
- Agreement (pg 263)

This agreement calls for the City of Raymore to provide School Resource Officer services to the Raymore-Peculiar School District for schools within

the Raymore City limits and East Middle School in Cass County, as needed, during the 2023-2024 school year. The school district will provide reimbursement to the City for these services.

11. Public Comments

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

12. Mayor/Council Communication

13. Adjournment

Items provided under "Miscellaneous" in the Council Packet:

- City Council Work Session notes, 06/05/2023 (pg 271)
- Planning and Zoning Commission minutes, 05/16/2023 (pg 273)

EXECUTIVE SESSION (CLOSED MEETING)

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

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

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

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

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

Staff Reports



MONTHLY REPORT

MAY 2023

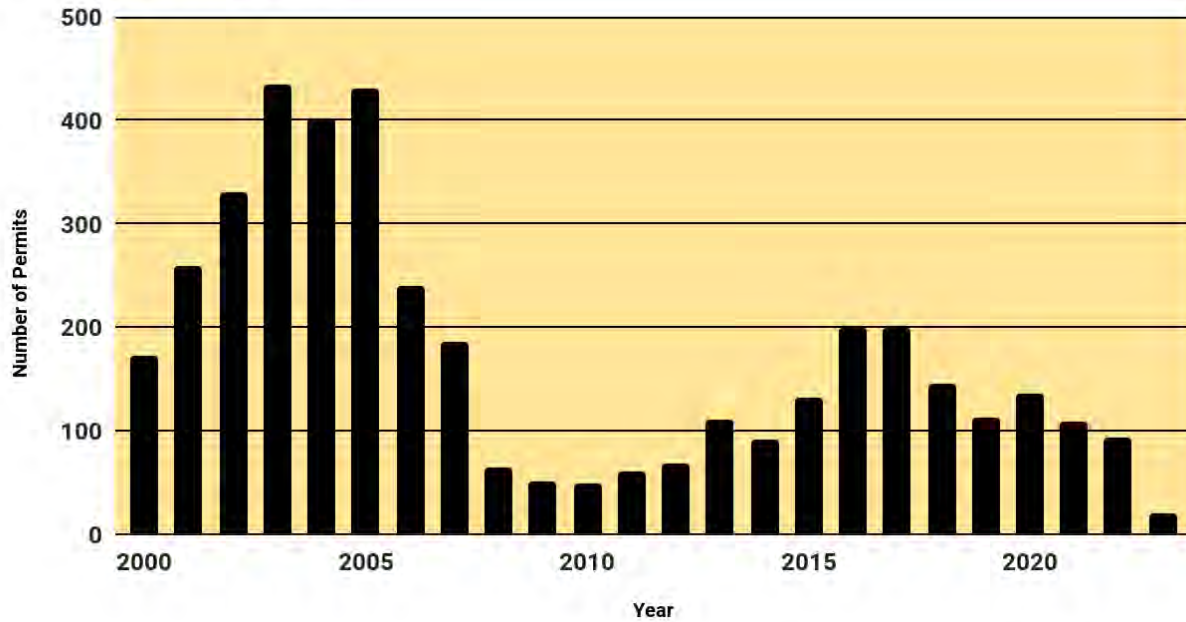
Building Permit Activity

Type of Permit	MAY 2023	2023 YTD	2022 YTD	2022 Total
Detached Single-Family Residential	9	20	73	94
Attached Single-Family Residential	28	28	58	238
Multi-Family Residential	0	0	0	15
Miscellaneous Residential (deck; roof)	93	293	298	763
Commercial - New, Additions, Alterations	3	15	9	20
Sign Permits	4	19	15	49
Inspections	MAY 2023	2023 YTD	2022 YTD	2022 Total
Total No. of Inspections	485	2,357	2,432	6,264
Residential Inspections	143	1,079	-	-
Commercial Inspections	342	1,278	-	-
Valuation	MAY 2023	2023 YTD	2022 YTD	2022 Total
Total Residential Permit Valuation	\$9,193,500	\$12,730,900	\$31,473,300	\$69,322,400
Total Commercial Permit Valuation	\$17,078,000	\$34,404,900	\$31,671,700	\$93,784,200

Additional Building Activity:

- Vertical construction continues on the residential apartment buildings within The Depot community.
- Staff continues review and inspections at the Southern Glazer's distribution center as they continue the buildout of their facility at 1100 S. Dean Avenue.
- Home permits were issued in the Timber Trails 3rd Plat, Oak Ridge Farms 4th Plat, and Eastbrooke 3rd subdivisions
- Additional tenant finish plans were reviewed and permitted for the build out of Nuuly's facility in Raymore.
- Site work commenced at the Ascend at Raymore townhome community, north of Dawn Street.
- Significant progress was made on the Starbucks located at 1631 W Foxwood Drive

Single Family Building Permits



CODE ENFORCEMENT ACTIVITY

Code Activity	MAY 2023	2023 YTD	2022 YTD	2022 Total
Code Enforcement Cases Opened	117	315	303	705
<i>Notices Mailed</i>	-	-	-	-
-Tall Grass/Weeds	59	60	48	144
- Inoperable Vehicles	23	129	100	221
- Junk/Trash/Debris in Yard	15	52	45	122
- Object placed in right-of-way	3	6	3	10
- Parking of vehicles in front yard	5	11	22	46
- Exterior home maintenance	8	27	39	73
- Other (trash at curb early; signs; etc)	0	0	0	0
Properties mowed by City Contractor	11	12	11	55
Abatement of violations (silt fence repaired; trees removed; stagnant pools emptied; debris removed)	-	4	-	-
Signs in right-of-way removed	47	250	451	1,184
Violations abated by Code Officer	4	21	42	76

DEVELOPMENT ACTIVITY

Current Projects

- Comprehensive Plan RFQ Award
- Madison Valley 3rd Final Plat
- Saddlebrook Preliminary Plat
- Department Budget Review
- Grant Park Villas - Final Plat & Site Plan
- Willow Hills Lot 5 Annexation
- Timber Trails Mixed Use Development

ACTION OF BOARDS, COMMISSIONS & CITY COUNCIL

May 2, 2023 Planning and Zoning Commission

- Site Plan, Sunset Villas Senior 55+ Community, approved
- Rezoning, 103 S Jefferson Street - C-2/OT to R-1/OT (withdrawn by applicant)

May 8, 2023 City Council

- 1st Reading - Rezoning, 103 S Jefferson Street - C-2/OT to R-1/OT (withdrawn by applicant)

May 16, 2023 Planning and Zoning Commission

- Madison Valley 2nd Final Plat, recommended approval
- Johnston Drive Street ROW Plat, recommended approval

May 22, 2023 City Council

- 1st Reading - Madison Valley 2nd Final Plat, approved
- 1st Reading - Johnston Drive Street ROW Plat, approved
- 1st Reading - Transfer of Tract A to Brookside HOA

UPCOMING MEETINGS JUNE & JULY

June 6, 2023 Planning and Zoning Commission

- Saddlebrook Preliminary Plat (public hearing)
- Madison Valley 3rd Final Plat

June 12, 2023 City Council

- 1st Reading - Saddlebrook Preliminary Plat (public hearing)
- 1st Reading - Madison Valley 3rd Final Plat
- 1st Reading - 1010 N. Jackson St. Annexation
- 1st Reading - Award of Contract, Comprehensive Plan
- 2nd Reading - Madison Valley 2nd Final Plat
- 2nd Reading - Johnston Drive Street ROW Plat
- 2nd Reading - Transfer of Tract A to Brookside HOA

June 20, 2023 Planning and Zoning Commission

- Grant Park Villas Final Plat
- Grant Park Villas Site Plan

June 26, 2023 City Council

- 1st Reading - Easement Vacation Lots 412 & 415 Westbrook 15th (public hearing)
- 1st Reading - Grant Park Villas Final Plat
- 2nd Reading - Madison Valley 3rd Final Plat
- 2nd Reading - 1010 N. Jackson St. Annexation
- 2nd Reading - Award of Contract, Comprehensive Plan

July 4, 2023 Planning and Zoning Commission

- Meeting Canceled (July 4th Holiday)

July 10, 2023 City Council

- 2nd Reading - Easement Vacation Lots 412 & 415 Westbrook 15th
- 2nd Reading - Grant Park Villas Final Plat

MAY DEPARTMENT ACTIVITY

- Development Services staff and Public Works staff met with Starbucks and their engineer to discuss median design.
- City Planner Dylan Eppert participated in a pre-construction meeting regarding Madison Valley 2nd Phase.
- Development Services Director David Gress and City Planner Dylan Eppert attended a ribbon cutting for Artisan Branding located at 1220 E. State Route 58 Hwy.
- Development Services Director David Gress and City Planner Dylan Eppert attended the South KC Planners meeting to discuss Missing Middle Housing and infill development.
- City Planner Dylan Eppert met with a resident to discuss the process of a Variance and the items needed to be able to submit an application regarding a fence.
- Development Services Director David Gress and City Planner presented at the Park Board to discuss the City's Comprehensive Plan.
- GIS Coordinator Heather Eisenbarth attended KC Riverfront Walk and Talk to Bar-K, hosted by the Kansas City Chapter of the American Planning Association. Members toured progress of the Berkley Riverfront Park development, and the new Kansas City Current soccer stadium

- GIS Coordinator Heather Eisenbarth printed new wall maps with updated aerial photography within City Hall and other city buildings.
- Development Services Director David Gress and Mayor Kris Turnbow attended a Raymore Chamber of Commerce Ribbon cutting ceremony for [The Painted Posie](#), a new boutique furniture store located at 1909 W. Foxwood Drive.
- Development Services Director David Gress, City Planner Dylan Eppert and Parks Director Nathan Musteen met with representatives from the City of Peculiar to discuss City Code requirements for open space and parkland dedication.
- Development Services Director David Gress attended a Chamber of Commerce morning coffee, hosted by [Anna Lou's Guest House](#), a locally owned AirBNB.
- City Planner Dylan Eppert conducted site visits for the upcoming Variance applications that are scheduled to go in front of the Board of Adjustments on June 14, 2023.
- Development Services Director David Gress, City Planner Dylan Eppert, Development Services Superintendent Jon Woerner and Fire Marshal Brett Palmer were invited to tour a potential tenant's facility that has expressed interest in occupying a portion of Building #2 at the Raymore Commerce Center.
- Director of Development Services David Gress and City Planner Dylan Eppert met with Richard Duncan to discuss Universal Design and implementation.
- Development Services Director David Gress attended a Raymore Chamber of Commerce Board meeting.
- GIS Coordinator Heather Eisenbarth attended the KC MetroGIS meeting hosted by Mid-America Regional Council to discuss disaster response and damage assessment mapping, trails and bikeways data, and other regional topics.
- The Development Services Department welcomed Jordan Lea to the City as the new Director of Economic Development. Jordan will oversee the economic development efforts of the city, including new business attraction, business retention and expansion!
- Development Services Director David Gress, City Planner Dylan Eppert and Economic Development Director Jordan Lea attended the monthly membership meeting of the Raymore Chamber of Commerce.
- Development Services staff held a Good Neighbor meeting for the proposed Preliminary Plat of the [Saddlebrook subdivision](#), a 172-lot Single Family neighborhood located between the existing Brookside subdivision and Hubach Hill Road.



GIS ACTIVITY

- Data driven updates to facility & attendance maps for Ray-Pec / Finance
- American Community Survey (ACS) Data Users Conference
- Quarterly MARC KCMetro GIS - Regional geospatial data/functionality committee
- Script - attribute assistance to support workflows requiring database topology
- Public geospatial feature database server updates & synchronization
- (Internal/External) Requests for information - Population counts/estimation
- Configuration testing of synchronized workflows for AI modeling
- Autodesk updates - Drafting & processing of development applications
- Print output for facilities & events
- Licensing operations for platform clients

MUNICIPAL DIVISION SUMMARY REPORTING FORM

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

<u>I. COURT INFORMATION</u>		Municipality: Raymore Municipal	Reporting Period: May 2, 2023 - May 31, 2023	
Mailing Address: 100 MUNICIPAL CIRCLE, RAYMORE, MO 64083				
Physical Address: 100 MUNICIPAL CIRCLE, RAYMORE, MO 64083			County: Cass County	Circuit: 17
Telephone Number: (816)3311712		Fax Number:		
Prepared by: ANGIE R DAVIS		E-mail Address:		
Municipal Judge:				
<u>II. MONTHLY CASELOAD INFORMATION</u>		Alcohol & Drug Related Traffic	Other Traffic	Non-Traffic Ordinance
A. Cases (citations/informations) pending at start of month		70	1,317	559
B. Cases (citations/informations) filed		8	118	35
C. Cases (citations/informations) disposed				
1. jury trial (Springfield, Jefferson County, and St. Louis County only)		0	0	0
2. court/bench trial - GUILTY		0	1	0
3. court/bench trial - NOT GUILTY		0	0	2
4. plea of GUILTY in court		4	85	7
5. Violations Bureau Citations (i.e. written plea of guilty) and bond forfeiture by court order (as payment of fines/costs)		0	49	0
6. dismissed by court		0	7	1
7. <i>nolle prosequi</i>		0	3	5
8. certified for jury trial (not heard in Municipal Division)		0	0	0
9. TOTAL CASE DISPOSITIONS		4	145	15
D. Cases (citations/informations) pending at end of month [pending caseload = (A+B)-C9]		74	1,290	579
E. Trial de Novo and/or appeal applications filed		0	0	0
<u>III. WARRANT INFORMATION (pre- & post-disposition)</u>		<u>IV. PARKING TICKETS</u>		
1. # Issued during reporting period	43	1. # Issued during period	0	
2. # Served/withdrawn during reporting period	56	<input type="checkbox"/> Court staff does not process parking tickets		
3. # Outstanding at end of reporting period	1,631			

MUNICIPAL DIVISION SUMMARY REPORTING FORM

COURT INFORMATION	Municipality: Raymore Municipal	Reporting Period: May 2, 2023 - May 31, 2023
--------------------------	---------------------------------	----------------------------------------------

V. DISBURSEMENTS			
Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)		Other Disbursements: Enter below additional surcharges and/or fees not listed above. Designate if subject to the excess revenue percentage limitation. Examples include, but are not limited to, arrest costs and witness fees.	
Fines - Excess Revenue	\$12,640.50	Court Automation	\$866.73
Clerk Fee - Excess Revenue	\$1,221.82	Law Enf Arrest-Local	\$100.00
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Excess Revenue	\$37.67	Overpayments Detail Code	\$4.00
Bond forfeitures (paid to city) - Excess Revenue	\$0.00	Total Other Disbursements	\$970.73
Total Excess Revenue	\$13,899.99	Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited	\$22,145.50
Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)		Bond Refunds	\$1,277.50
Fines - Other	\$4,988.00	Total Disbursements	\$23,423.00
Clerk Fee - Other	\$264.00		
Judicial Education Fund (JEF) <input type="checkbox"/> Court does not retain funds for JEF	\$0.00		
Peace Officer Standards and Training (POST) Commission surcharge	\$123.81		
Crime Victims Compensation (CVC) Fund surcharge - Paid to State	\$882.83		
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Other	\$8.14		
Law Enforcement Training (LET) Fund surcharge	\$252.00		
Domestic Violence Shelter surcharge	\$504.00		
Inmate Prisoner Detainee Security Fund surcharge	\$252.00		
Restitution	\$0.00		
Parking ticket revenue (including penalties)	\$0.00		
Bond forfeitures (paid to city) - Other	\$0.00		
Total Other Revenue	\$7,274.78		



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: June 12, 2023

SUBMITTED BY: Erica Hill

DEPARTMENT: City Clerk

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

TITLE / ISSUE / REQUEST

Fireworks Applications - information only

STRATEGIC PLAN GOAL/STRATEGY

3.3: Cultivate a Climate for Prosperous Business Growth and Development

FINANCIAL IMPACT

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

PROJECT TIMELINE

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

STAFF RECOMMENDATION

N/A

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

REVIEWED BY:

BACKGROUND / JUSTIFICATION

Section 215.030 (Fireworks) of the City Code states, "No person or entity shall sell or display for sale any fireworks within the corporate limits of this City without first obtaining a permit from the City for such sale or display." This Section further states that permits shall be approved by the City Clerk and also that each location shall be inspected by the Fire Marshall and the Code Enforcement Officer. After inspection and approval, the City Clerk will issue a fireworks permit to each location. The sale of fireworks is from 10 a.m. to 10 p.m., each day beginning on June 28 through July 4. The discharge of fireworks is 10 a.m. to 10 p.m. July 1 and 3, 12 p.m. to 10 p.m. on Sunday, July 2, and 10 a.m. to 12:00 midnight on July 4.

The City Clerk has received 6 applications for the sale of fireworks in the City. These applications meet the requirements as outlined in City Code. Issuance of the permits will be granted upon successful inspections before the beginning of sales. The applicants and tent locations are listed below.

- Beacon of Hope Church - 1294 W. Foxwood Dr. (west center parking lot of Willowind Shopping Center)
- GPS Investment - 1111 W. Foxwood Dr. (west of St. Paul's United Methodist Church)
- Mackey Fireworks - 302 Pine St. (east parking lot of Wildwood Boutique)
- Sky Blooms Fireworks, LLC - 900 W. Foxwood Dr. (west of dental office in Price Chopper's parking lot)
- Sparkie's Fireworks - 715 W. Foxwood Dr. (east of Heartland Market)
- TNT Fireworks - 141 N. Dean Ave. (south parking lot of Sam's Club)



Police/Emergency Management Report 06-12-23

- The Police Department along with MoSafeKids, and the Safety & Health Council of Western MO & KS hosted a National Child Passenger Safety Seat Technician Course. During the course we sponsored an Installation/check of child safety seat event.
- We had one officer in the course which now gives us a total of five Technicians.
- We will be posting two additional Installation events. One in mid summer late July, and one in the fall during the fall festival.

Consent Agenda

THE RAYMORE CITY COUNCIL MET IN REGULAR SESSION ON MONDAY, MAY 22, 2023 IN COUNCIL CHAMBERS AT 100 MUNICIPAL CIRCLE, RAYMORE, MISSOURI. MEMBERS PRESENT: MAYOR TURNBOW, COUNCILMEMBERS ABDELGAWAD, BAKER, BARBER, BURKE III, ENGERT, FORSTER, HOLMAN, AND TOWNSEND. 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 6:00 p.m.

2. Roll Call

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

3. Pledge of Allegiance

4. Presentation/Awards

Bob Schmidt from Aaron's Family Fun Center presented a check to the Raymore Police Department as part of their annual Police Fundraiser.

5. Personal Appearances

Kim Pearson, Dana F. Cole & Co., presented the Fiscal Year 2022 Financial Statements.

Adam Derham, 421 Meadowlark Drive, discussed the stop sign placement at Meadowlark Drive and River Birch Road. He asked the Council to remove the newly installed stop signs.

6. Staff Reports

Public Works Director Mike Krass reviewed the staff report included in the packet. He noted that this is National Public Works week. The APWA local chapter is hosting a conference in Overland Park, KS and various staff members are attending classes at the conference.

Parks and Recreation Director Nathan Musteen reviewed the staff report included in the packet.

Communications Manager Melissa Harmer announced upcoming events hosted by the Arts Commission.

City Manager Jim Feuerborn noted that there will be no work session on May 29 due to the Memorial Day holiday.

Development Services Director David Gress introduced Economic Development Direct Jordan Lea who began her employment with the City today.

7. Committee Reports

8. Consent Agenda

- A. City Council Meeting minutes, May 8, 2023
- B. Resolution 23-19: Appointment of a City Councilmember to the License Tax Review Committee
- C. Resolution 23-24: Amended and Restated Appointments and Affirmations of Membership to Incentive District Boards
- D. Resolution 23-20: Acceptance of Public Improvements - Sunset Plaza
- E. Resolution 23-21: Acceptance of Public Improvements - Oak Ridge Farms 4th
- F. Resolution 23-22: Mazuma Force Main - Acceptance and Final Payment
- G. Resolution 23-23: 2022 Curb Project - Acceptance and Final Payment

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

DISCUSSION: None

VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Baker	Aye
	Councilmember Barber	Aye
	Councilmember Burke III	Aye
	Councilmember Engert	Aye
	Councilmember Forster	Aye
	Councilmember Holman	Aye
	Councilmember Townsend	Aye

9. Unfinished Business

A. Award of Contract - Harmon Construction Inc.

BILL 3803: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH HARMON CONSTRUCTION, INC. FOR THE RAYMORE ACTIVITY CENTER EXPANSION PROJECT IN THE AMOUNT OF \$3,086,932 AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS."

City Clerk Erica Hill conducted the second reading of Bill 3803 by title only.

MOTION: By Councilmember Abdelgawad, second by Councilmember Townsend to approve the second reading of Bill 3803 by title only.

DISCUSSION: None

VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Baker	Aye
	Councilmember Barber	Aye
	Councilmember Burke III	Aye
	Councilmember Engert	Aye
	Councilmember Forster	Aye
	Councilmember Holman	Aye
	Councilmember Townsend	Aye

Mayor Turnbow announced the motion carried and declared Bill 3803 as **Raymore City Ordinance 2023-034.**

B. Budget Amendment - Raymore Activity Center Phase II

BILL 3804: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING AN AMENDMENT TO THE FISCAL YEAR 2023 CAPITAL BUDGET."

City Clerk Erica Hill conducted the second reading of Bill 3804 by title only.

MOTION: By Councilmember Abdelgawad, second by Councilmember Townsend to approve the second reading of Bill 3804 by title only.

DISCUSSION: None

VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Baker	Aye
	Councilmember Barber	Aye
	Councilmember Burke III	Aye
	Councilmember Engert	Aye
	Councilmember Forster	Aye
	Councilmember Holman	Aye
	Councilmember Townsend	Aye

Mayor Turnbow announced the motion carried and declared Bill 3804 as **Raymore City Ordinance 2023-035.**

C. J & M Displays - Fireworks Contract

BILL 3805: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, APPROVING AND AUTHORIZING A CONTRACT WITH J&M DISPLAYS IN THE AMOUNT OF \$22,000 TO PROVIDE PYROTECHNIC SERVICES."

City Clerk Erica Hill conducted the second reading of Bill 3805 by title only.

MOTION: By Councilmember Abdelgawad, second by Councilmember Townsend to approve the second reading of Bill 3805 by title only.

DISCUSSION: None

VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Baker	Aye
	Councilmember Barber	Aye
	Councilmember Burke III	Aye
	Councilmember Engert	Aye
	Councilmember Forster	Aye
	Councilmember Holman	Aye
	Councilmember Townsend	Aye

Mayor Turnbow announced the motion carried and declared Bill 3805 as **Raymore City Ordinance 2023-036.**

D. Award of Contract - Police Firing Range Fence

BILL 3806: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH BROCKMILLER CONSTRUCTION FOR THE 2022 POLICE FIRING RANGE FENCE PROJECT, CITY PROJECT NUMBER 22-415-501, IN THE AMOUNT OF \$468,000 AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS."

City Clerk Erica Hill conducted the second reading of Bill 3806 by title only.

MOTION: By Councilmember Abdelgawad, second by Councilmember Townsend to approve the second reading of Bill 3806 by title only.

DISCUSSION: None

VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Baker	Aye
	Councilmember Barber	Aye
	Councilmember Burke III	Aye
	Councilmember Engert	Aye
	Councilmember Forster	Aye
	Councilmember Holman	Aye
	Councilmember Townsend	Aye

Mayor Turnbow announced the motion carried and declared Bill 3806 as **Raymore City Ordinance 2023-037.**

10. New Business

A. Award of Contract - Police Firing Range - Electrical

BILL 3807: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT PROPOSAL WITH BLACK & MCDONALD FOR THE POLICE FIRING RANGE ELECTRICAL INSTALLATION, IN THE AMOUNT OF \$80,795.20 AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS."

City Clerk Erica Hill conducted the first reading of Bill 3807 by title only.

Public Works Director Mike Krass reviewed the staff report included in the packet. At a recent work session, Council discussed improvements to the Firing Range to include fencing, electrical power to site and electrical power to classroom facilities. Staff is requesting approval for Black and McDonald to provide electrical services from the Evergy meter to the classroom.

MOTION: By Councilmember Abdelgawad, second by Councilmember Townsend to approve the first reading of Bill 3807 by title only.

DISCUSSION: None

VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Baker	Aye
	Councilmember Barber	Aye
	Councilmember Burke III	Aye
	Councilmember Engert	Aye
	Councilmember Forster	Aye
	Councilmember Holman	Aye
	Councilmember Townsend	Aye

B. Award of Contract - Mower

BILL 3809: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT PROPOSAL WITH RED EQUIPMENT, LLC FOR THE POLICE FIRING RANGE MOWER IN THE AMOUNT OF \$65,532 AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS."

City Clerk Erica Hill conducted the first reading of Bill 3809 by title only.

Public Works Director Mike Krass reviewed the staff report included in the packet. At a recent City Council work session, staff discussed purchasing a remote controlled mower that will be utilized for brush clearing on the recently purchased Public Safety building site, clearing brush at the Firing Range, roadside mowing and other areas that are difficult to reach with current mowing equipment. Staff is requesting approval to purchase the mower from Red Equipment, LLC. He answered questions from Council.

MOTION: By Councilmember Abdelgawad, second by Councilmember Townsend to approve the first reading of Bill 3809 by title only.

DISCUSSION: None

VOTE:

Councilmember Abdelgawad	Aye
Councilmember Baker	Aye
Councilmember Barber	Aye
Councilmember Burke III	Aye
Councilmember Engert	Aye
Councilmember Forster	Aye
Councilmember Holman	Aye
Councilmember Townsend	Aye

C. Budget Amendment - Police Firing Range

BILL 3810: "AN ORDINANCE OF THE CITY OF RAYMORE, AMENDING THE FY 2023 BUDGET AND AUTHORIZING THE CITY MANAGER TO MAKE IMPROVEMENTS TO THE POLICE FIRING RANGE TO INCLUDE: FENCING, POWER TO METER, ELECTRICAL TO BUILDINGS, MOWER AND TRAILER; TO BE FUNDED FROM AVAILABLE FUND BALANCE IN THE GENERAL FUND."

City Clerk Erica Hill conducted the first reading of Bill 3810 by title only.

Finance Director Elisa Williams reviewed the staff report included in the packet. Staff is requesting a budget amendment to make improvements to the police firing range to include: electrical power to the meter established by Evergy and electrical power to the classroom facilities and gates and fencing installation. In addition, staff is requesting to purchase a remote control mower and trailer in order to maintain the property. Staff requests to transfer available fund balance from the General Fund (01) in the amount of \$656,327 to the Capital Improvement Sales Tax Fund (45) and add this capital improvement project to the FY23 Capital Improvement Sales Tax Fund (45).

MOTION: By Councilmember Abdelgawad, second by Councilmember Townsend to approve the first reading of Bill 3810 by title only.

DISCUSSION: None

VOTE:

Councilmember Abdelgawad	Aye
Councilmember Baker	Aye
Councilmember Barber	Aye
Councilmember Burke III	Aye
Councilmember Engert	Aye
Councilmember Forster	Aye
Councilmember Holman	Aye
Councilmember Townsend	Aye

D. Award of Contract - Inflow and Infiltration

BILL 3814: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE MAYOR AND CITY MANAGER TO ENTER INTO A CONTRACT WITH INSITUFORM TECHNOLOGIES USA, LLC FOR THE INFLOW AND INFILTRATION PROJECT, IN THE AMOUNT OF \$43,920.00 AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS."

City Clerk Erica Hill conducted the first reading of Bill 3814 by title only.

Public Works Director Mike Krass reviewed the staff report included in the packet. The Inflow and Infiltration Project will rehabilitate the sanitary sewer within the Chateau Place Development to eliminate ground water entering the sanitary sewer system. Two bids were received for the project. Insituform Technologies USA, LLC is the lowest and best bidder. Staff recommends the contract for the Inflow and Infiltration project to be awarded to Insituform Technologies USA, LLC in the amount of \$43,920.00. He answered questions from Council.

MOTION: By Councilmember Abdelgawad, second by Councilmember Townsend to approve the first reading of Bill 3814 by title only.

DISCUSSION: None

VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Baker	Aye
	Councilmember Barber	Aye
	Councilmember Burke III	Aye
	Councilmember Engert	Aye
	Councilmember Forster	Aye
	Councilmember Holman	Aye
	Councilmember Townsend	Aye

E. Madison Valley 2nd Final Plat

BILL 3812: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, APPROVING THE MADISON VALLEY 2ND FINAL PLAT, LOTS 175 THROUGH 229 AND TRACTS C THROUGH H, A SUBDIVISION OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 46N, RANGE 32W, RAYMORE, CASS COUNTY, MISSOURI."

City Clerk Erica Hill conducted the first reading of Bill 3812 by title only.

Development Services Director David Gress reviewed the staff report included in the packet. Bryan Rahn, representing Blue Springs Safety Storage, LLC, has requested final plat approval of the Madison Valley 2nd Plat, a 55-lot single family residential subdivision located north of 58 Highway, between Sunset Lane and the existing

Madison Valley subdivision. The Preliminary Plat for the proposed subdivision was provided a one-year extension by the City Council at their December 12, 2022 meeting. The Planning and Zoning Commission voted 8-0 to recommend approval of this request at its May 16, 2023 meeting.

MOTION: By Councilmember Abdelgawad, second by Councilmember Townsend to approve the first reading of Bill 3812 by title only.

DISCUSSION: None

VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Baker	Aye
	Councilmember Barber	Aye
	Councilmember Burke III	Aye
	Councilmember Engert	Aye
	Councilmember Forster	Aye
	Councilmember Holman	Aye
	Councilmember Townsend	Aye

F. Johnston Drive Right-of-Way Final Plat

BILL 3813: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, APPROVING THE JOHNSTON DRIVE STREET PLAT, AND ACCEPTING THE RIGHT OF WAY FOR APPROXIMATELY 0.94 ACRES OF LAND FOR THE EXTENSION OF JOHNSTON DRIVE LOCATED IN THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 46N, RANGE 32W, RAYMORE, CASS COUNTY, MISSOURI."

City Clerk Erica Hill conducted the first reading of Bill 3813 by title only.

Development Services Director David Gres reviewed the staff report included in the packet. The 2020 voter-approved General Obligation Bond Issue included funding for the extension of Johnston Drive from its current terminus south of Benton House east to its intersection with Dean Avenue. The City desires to move forward with the construction of the proposed road segment ahead of any development activity on the adjacent properties. Current landowner Hunt Midwest Real Estate has agreed to dedicate the required right-of-way to the City at this time to allow for the construction of the project. The Planning Commission voted 9-0 to recommend approval of this request at its May 16, 2023 meeting.

MOTION: By Councilmember Abdelgawad, second by Councilmember Townsend to approve the first reading of Bill 3813 by title only.

DISCUSSION: Councilmember Holman noted that this project received some advanced funding from the Council as a non-funded, unscheduled capital project prior to approval as a General Obligation Bond project by the Raymore voters.

VOTE:	Councilmember Abdelgawad	Aye
--------------	--------------------------	-----

Councilmember Baker	Aye
Councilmember Barber	Aye
Councilmember Burke III	Aye
Councilmember Engert	Aye
Councilmember Forster	Aye
Councilmember Holman	Aye
Councilmember Townsend	Aye

G. Transfer of Tract AA, Brookside 10th Plat, to Brookside Homeowners Association

BILL 3811: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE A QUITCLAIM DEED TO BROOKSIDE HOMES ASSOCIATION, INC. FOR TRACT AA, BROOKSIDE TENTH FINAL PLAT - REPLAT OF TRACT Y."

City Clerk Erica Hill conducted the first reading of Bill 3811 by title only.

Development Services Director David Gress reviewed the staff report included in the packet. The Brookside 10th Final Plat, originally approved in 2014, reserved a tract of land at the southern end of Cedar Ridge Drive (Tract Y) for a parking lot and neighborhood park. The Parks and Recreation Board subsequently determined that the neighborhood would be better served by having a trailhead park constructed along Bristol Drive, within common area Tract X. In 2020, Council approved a replat of common area Tract Y in the Brookside subdivision. The Replat of Tract Y established a new common area tract described as Tract AA. Tract AA was created after discussion with the Brookside Homes Association (HOA). The HOA desires to maintain control of the use of Tract AA and will assume maintenance responsibilities. Bill 3811 authorizes transfer of Brookside Tenth Tract AA to the Brookside Homeowners Association. He answered questions from Council.

MOTION: By Councilmember Abdelgawad, second by Councilmember Townsend to approve the first reading of Bill 3811 by title only.

DISCUSSION: None

VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Baker	Aye
	Councilmember Barber	Aye
	Councilmember Burke III	Aye
	Councilmember Engert	Aye
	Councilmember Forster	Aye
	Councilmember Holman	Aye
	Councilmember Townsend	Aye

11. Public Comment

12. Mayor/Council Communication

Mayor Turnbow and Councilmembers congratulated the Raymore-Peculiar High School Class of 2023, thanked Bob Schmidt for the donation from Aaron’s Family Fun Center, welcomed Jordan Lea, thanked Communications Manager Melissa Harmer for her work planning all of the upcoming events, and thanked retiring school district employees.

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

ROLL CALL VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Baker	Aye
	Councilmember Barber	Aye
	Councilmember Burke III	Aye
	Councilmember Engert	Aye
	Councilmember Forster	Aye
	Councilmember Holman	Aye
	Councilmember Townsend	Aye

The regular meeting of the Raymore City Council adjourned to Executive Session at 6:58 p.m.

13. Adjournment

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

DISCUSSION: None

VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Baker	Aye
	Councilmember Barber	Aye
	Councilmember Burke III	Aye
	Councilmember Engert	Aye
	Councilmember Forster	Aye
	Councilmember Holman	Aye
	Councilmember Townsend	Aye

The regular meeting of the Raymore Council adjourned at 7:26 p.m.

Respectfully submitted,

Erica Hill
City Clerk

RESOLUTION 23-26

“A RESOLUTION OF THE CITY OF RAYMORE, MISSOURI, ACCEPTING THE PUBLIC IMPROVEMENTS OF THE VENUE LOTS 2, 3, 6, AND TRACT A PLATS.”

WHEREAS, The Director of Public Works has determined that the project has been satisfactorily completed in accordance with the project specifications; and,

WHEREAS, The Public Works Director and Development Services Director have visually inspected the site and found it to be in compliance with City of Raymore Code Requirements.

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

Section 1. The Public Improvements for The Venue Lots 2, 3, 6, and Tract A are accepted.

Section 2. This Resolution shall become effective on and after the date of passage.

Section 3. Any Resolution or part thereof which conflicts with this Resolution shall be null and void.

DULY READ AND PASSED THIS 12TH DAY OF JUNE, 2023, BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Baker
Councilmember Barber
Councilmember Burke III
Councilmember Engert
Councilmember Forster
Councilmember Holman
Councilmember Townsend

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature

Unfinished Business



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: May 22, 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 3807: Police Firing Range - Electrical

STRATEGIC PLAN GOAL/STRATEGY

FINANCIAL IMPACT

Award To: Black and McDonald
Amount of Request/Contract: \$80,795.20
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

Proposal

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

At a recent work session, City Council discussed improvements to the Firing Range to include fencing, electrical power to site and electrical power to classroom facilities.

Staff is requesting approval for Black and McDonald to provide electrical services from the Evergy meter to the classroom.

BILL 3807

ORDINANCE

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT PROPOSAL WITH BLACK & MCDONALD FOR THE POLICE FIRING RANGE ELECTRICAL INSTALLATION, IN THE AMOUNT OF \$80,795.20 AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS."

WHEREAS, the City Council has directed the City Manager to take the necessary action to provide electrical power to the Police Firing Range; and,

WHEREAS, the City has contracted with Black & McDonald for Street Light maintenance and other services on an on-call basis; and,

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

Section 1. The City Manager is hereby directed and authorized to enter into a contract proposal in the amount of \$80,795.20 with Black & McDonald, for the Police Firing Range Electrical Installation.

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

Section 3. The City Manager is authorized to approve change orders for this project within established budget constraints.

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

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

DULY READ THE FIRST TIME THIS 22ND DAY OF MAY, 2023.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 12TH DAY OF JUNE, 2023, BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Baker
Councilmember Barber
Councilmember Burke III
Councilmember Engert
Councilmember Forster
Councilmember Holman
Councilmember Townsend

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature

Project:	Police Range Power Services
To:	Paschal Smith
Bid Date:	04/21/2023 Rev 2
Contact:	Jerry Prochko
Phone:	816/ 269-5829

Item No.	Item Description	Unit	Plan Quantity	Unit Price	Unit Total
1	Power Service 200A Supply & Install Base Mount	EA	1	\$19,204.40	\$19,204.40
2	Power Service 200A Supply & Install H Frame	EA	1	\$18,726.40	\$18,726.40
3	Power Service 200A Supply & Install Steel Painted	LS	1	\$18,545.30	\$18,545.30
4	Power Service 100A Supply & Install Base Mount	EA	1	\$19,138.50	\$19,138.50
5	Power Service 100A Supply & Install H Frame	LS	1	\$18,726.40	\$18,726.40
6	Power Service 100A Supply & Install Direct Bury	LS	1	\$15,421.20	\$15,421.20
7	100A H Frame for Buildings includes Trenching	EA	1	\$42,452.30	\$42,452.30
	Each of these has an allowance of 50' of Trenched Conduit and #2 USE Wire for each of the services from the Every Transformer.				
	Base Mount is an Aluminum Cabinet set of a concrete Foundation with conduits stub out for the feeds.				
	H Frame is made with Unistrut and has a meter can and Breaker Box mounted to the Unistrut				
	Steel Painted is a Steel Cabinet set on a concrete Foundation with conduits stub out for the feeds.				
	Direct Bury is a Pedestal direct buried with no concrete foundation but still has the conduits stubbed out for the feeds				
	There will be 1-200A & 1-100A Service Each of the Services will have - 1 - 100A 2P Breaker 1 - 30A 2P Breaker 1 - 20A 1P Breaker There is room for future expansion in the Services				
	No Fees from Every or City / State Permits are included in the prices above.				
	100A H Frame for Buildings includesv - 415' of Trenching in Rock - installing 2" Conduit w/ 3 - #2 USE Wires from the 200A Power Service to the location shown on the attachment - H Frame Disconnect on the H Frame will be 100A 2P. No attachment to the buildings from the H Frame Included.				
	Prices good for 45 Days from the Date above				

Fwd: Police Firing Range Updated Estimate

1 message

Paschal Smith <psmith@raymore.com>
To: Margie Sullivan <msullivan@raymore.com>

Tue, May 2, 2023 at 9:31 AM

Please see below.

----- Forwarded message -----

From: **Paschal Smith** <psmith@raymore.com>
Date: Fri, Apr 21, 2023 at 1:09 PM
Subject: Police Firing Range Updated Estimate
To: Mike Krass <mkrass@raymore.com>

Mike,

I have updated prices for the Police Firing Range Improvements:

- Evergy, Install power from the main overhead power line to the meters, \$30,000 estimated price from Evergy.
- Black and McDonald, Install meter at the mid point gate (100 Amp Supply with an aluminum cabinet set on a concrete foundation with conduit stub out for the feeds) \$19,138.50 price good for 45 days from 4/21/2023.
- Black and McDonald, Install meter at the North gate (200 Amp Supply with an aluminum cabinet set on a concrete foundation with conduit stub out for the feeds) \$19,204.40 price good for 45 days from 4/21/2023.
- Black and McDonald, Install power at building (100 Amp Supply with an H Frame mount, price includes trenching power (415 LF in rock) from the North gate 200 amp supply) \$42,452.30 price good for 45 days from 4/21/2023.
- Brockmiller Construction Inc (fence contractor), updated price to completed the work described in RFP #22-415-501 Police Firing Range Fence, \$468,000.00

--
Paschal Smith, CPPI
City of Raymore, Engineering Technician
[100 Municipal Circle](#)
[Raymore, Mo. 64083](#)
(816) 331-1852



--
Paschal Smith, CPPI
City of Raymore, Engineering Technician
[100 Municipal Circle](#)
[Raymore, Mo. 64083](#)
(816) 331-1852





CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: May 22, 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 3809: Award of Contract - Police Firing Range - Mower
STRATEGIC PLAN GOAL/STRATEGY

FINANCIAL IMPACT

Award To: Red Equipment, LLC
Amount of Request/Contract: \$65,532.00
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

Statewide Contract
Quote

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

At a recent City Council work session, staff discussed purchasing a remote controlled mower that will be utilized for brush clearing on the recently purchased Public Safety building site, clearing brush at the Firing Range, roadside mowing and other areas that are difficult to reach with current mowing equipment.

Staff is requesting approval to purchase the mower from Red Equipment, LLC.

BILL 3809

ORDINANCE

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT PROPOSAL WITH RED EQUIPMENT, LLC FOR THE POLICE FIRING RANGE MOWER IN THE AMOUNT OF \$65,532 AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS."

WHEREAS, the City Council has directed the City Manager to take the necessary actions to purchase equipment necessary for grass, brush and tree removal at the Police Firing Range and other City facilities; and,

WHEREAS, some of the locations are inaccessible to conventional mowing equipment; and,

WHEREAS, Red Equipment, participates in a government cooperative purchasing program and can provide the necessary equipment.

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

Section 1. The City Manager is hereby directed and authorized to enter into a contract proposal in the amount of \$65,532 with Red Equipment LLC, for the Police Firing Range Mower.

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

Section 3. The City Manager is authorized to approve change orders for this project within established budget constraints.

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

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

DULY READ THE FIRST TIME THIS 22ND DAY OF MAY, 2023.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 12TH DAY OF JUNE, 2023, BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Baker
Councilmember Barber
Councilmember Burke III
Councilmember Engert
Councilmember Forster
Councilmember Holman
Councilmember Townsend

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature



RED
EQUIPMENT, LLC

1150 South Sterling Ave

Independence, MO 64054

Levi Williams Kansas Sales Representative

Email: Levi@redequipmentco.com

Cell: (816) 266-7500 Office: (816) 231-2005

WWW.REDEQUIPMENTCO.COM

April 10th, 2023

The City Of Raymore, MO

Attn: Mike Krass

Mike,

Red Equipment, LLC is pleased to offer *The City Of Raymore, MO* the following quote on a **New TK-52XP RC Mower With Winch & Light Package**. Thank you for your consideration. If you have any questions regarding this quote, I can be reached at (816) 266-7500 or by email at Levi@redequipmentco.com

Best Regards,

Levi Williams



TK-52XP

REMOTE-OPERATED ROBOTIC SLOPE MOWER



DESIGNED + BUILT IN THE USA



AN INNOVATIVE WORKHORSE.

Our best-selling machine. Designed specifically for extreme landscapes.

IDEAL FOR:

- Hillside & steep-incline maintenance
- Wetland & swamp preservation
- Retention or water treatment ponds
- Dam & levy embankments
- Landfill slope preservation
- Roadside mowing
- Right-of-way & pipeline reclamation



KEY FEATURES	REMOTE CONNECTIVITY UP TO 1000 ft	CUTS BRUSH UP TO 1.5 INCHES IN DIAMETER	5.7 MPH MOWING SPEED	FUEL BOOST FOR CONTINUOUS FUEL FLOW ON SLOPE	SLOPE CLIMB: 50 DEGREES
	LIGHT-WEIGHT AND LOW GROUND PRESSURE (2.2 PSI)	52" CUTTING WIDTH	REMOTE CONTROL TILT/DROP AUTO-SHUTDOWN	27 HORSEPOWER	

TK-52XP

MOWER SPECIFICATIONS



DESIGNED + BUILT IN THE USA

DIMENSIONS	
WEIGHT	1,790 LBS
LENGTH	86"
WIDTH	78"
HEIGHT	49.5"

POWERTRAIN

- Kawasaki® FX850V
- Air-Cooled
- Heavy-Duty Air Cleaner
- 27 Horsepower
- 852cc Engine Displacement
- Hydro-Gear® ZT-5400 Transaxles
- 13.4 Gallon Fuel Capacity

TRACKS

- Rubber Molded over Steel Links
- Steel Cords
- 9" Wide (230mm x 72mm x 44mm)
- Tread Style 'J'

PERFORMANCE

- 6.7 MPH Transport Speed
- 5.7 MPH Mowing Speed
- 2.7 Acres Per Hour
- 50 Degree Slope Climb Ability

MOWING DECK

- Fabricated 7 ga. Steel
- 1/4" Spindle Reinforcement
- 52" Cutting Width
- 2.5" to 6.5" Cutting Heights
- 17 Cutting Positions

WARRANTY

- 2 Years or 400 Hours



EXPERIENCE THE RCM DIFFERENCE

Our American-made, remote-operated robotic slope mowers offer a smarter, safer way to maintain steep slopes and extreme landscapes. Bringing technology to bear with traditional problems, we create smart mowers that deliver game-changing opportunities – including safer working conditions, more capabilities, better work environments, versatility, new revenue streams, and the ability to attract, hire, and retain talented workers.



Customer Support: 920-634-2227 • RCMOWERSUSA.COM

TK-60XP

REMOTE-OPERATED ROBOTIC SLOPE MOWER



DESIGNED + BUILT IN THE USA



SAFER, FASTER & MORE PROFITABLE.

Our largest and most powerful machine. Designed for extreme jobs.

IDEAL FOR:

- Hillside & steep-incline maintenance
- Wetland & swamp preservation
- Retention or water treatment ponds
- Dam & levy embankments
- Landfill slope preservation
- Roadside mowing



KEY FEATURES	REMOTE CONNECTIVITY UP TO 1000 ft	CUTS BRUSH UP TO 1.5 INCHES IN DIAMETER	5.7 MPH MOWING SPEED	FUEL BOOST FOR CONTINUOUS FUEL FLOW ON SLOPE	SLOPE CLIMB: 50 DEGREES
	LIGHT-WEIGHT AND LOW GROUND PRESSURE (2.2 PSI)	60" CUTTING WIDTH	REMOTE CONTROL TILT/DROP AUTO SHUTDOWN	38.5 HORSEPOWER EFI ENGINE	

TK-60XP

MOWER SPECIFICATIONS



DESIGNED + BUILT IN THE USA

DIMENSIONS	
WEIGHT	1,855 LBS
LENGTH	87"
WIDTH	86"
HEIGHT	49.5"

DRIVETRAIN

- Kawasaki® FX1000 EFI
- Air-Cooled
- Heavy-Duty Air Cleaner
- 38.5 Horsepower
- Electroinc Fuel Injection (EFI)
- Hydro-Gear® ZT-5400 Transaxles
- 13.4 Gallon Fuel Capacity

TRACKS

- Rubber Molded over Steel Links
- Steel Cords
- 9" Wide (230mm x 72mm x 44mm)
- Tread Style 'J'

PERFORMANCE

- 6.7 MPH Transport Speed
- 5.7 MPH Mowing Speed
- 3.1 Acres Per Hour
- 50 Degree Slope Climb Ability

MOWING DECK

- Fabricated 7ga. Steel
- 1/4" Spindle Reinforcement
- 60" Cutting Width
- 2.5" to 6.5" Cutting Heights
- 17 Cutting Positions

WARRANTY

- 2 Years or 400 Hours



EXPERIENCE THE RCM DIFFERENCE

Our American-made, remote-operated robotic slope mowers offer a smarter, safer way to maintain steep slopes and extreme landscapes. Bringing technology to bear with traditional problems, we create smart mowers that deliver game-changing opportunities – including safer working conditions, more capabilities, better work environments, versatility, new revenue streams, and the ability to attract, hire, and retain talented workers.



Customer Support: 920-634-2227 • www.rcmowersusa.com

***New TK-52XP RC Mower With Winch Package & First Service Kit & 3
Extra Sets of Reaper Blades For The City Of Raymore, MO:***

Total TK-52XP Price W/ Winch: \$65,532.00

***This Quote Includes Delivery & Training of
Equipment**

***Price good for 30 days**

***This Quote Does Not Include Shipping**

****ALL APPLICABLE SALES TAX AND FEES ARE NOT INCLUDED IN THE QUOTE****

Purchase Order Number: _____

Customer Representative (Print): _____

Customer Representative Signature: _____

Red Equipment, LLC Representative (Print): _____

Red Equipment, LLC Representative Signature: _____





STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING

Statewide Contract Notification

Statewide Lawn Mowers CC230624001 – CC230624003

Issuance Date: 4/7/23
Revised Date:

CONTRACT PERIOD/RENEWAL OPTIONS
Current Contract Period: April 7, 2023 through December 11, 2023
Original Contract Period: April 7, 2023 through December 11, 2023
Available Renewal Period Options: 2
Potential Final Expiration Date: December 11, 2025

ALL PURCHASES MADE UNDER THESE CONTRACTS MUST BE FOR PUBLIC (STATE AGENCY) USE ONLY. PURCHASES FOR PERSONAL USE BY PUBLIC EMPLOYEES OR OFFICIALS ARE PROHIBITED.

A state agency shall be defined as a division, section, bureau, office, program, board, regional/district office, etc., that exists within a department of Missouri State Government. For the purposes of this document, this shall also include the Judicial and Legislative branches of the State of Missouri.

BUYER CONTACT INFORMATION	
Name:	Ashley Hensley
Email:	ashley.hensley@oa.mo.gov
Phone Number:	(573) 751-3331



ORGANIZATION

Statewide Contract History
Contract Information
Instructions and Information
Appendix A – Satisfactory Survey



About Our Customers

STATEWIDE CONTRACT HISTORY

The following table summarizes actions related to this Notification of Statewide Contract:

ACTION ISSUE DATE	SUMMARY OF CHANGES
4/7/23	Initial issuance of contracts CC230624001-CC230624003.



STATE OF MISSOURI
 OFFICE OF ADMINISTRATION
 DIVISION OF PURCHASING



About Our Customers

CONTRACT INFORMATION

CC230624001			
MissouriBUYS SYSTEM ID::		MB00021320	
Contractor Name:		Morige MFG, Inc. <i>*For line items 1-6, 9-10</i>	
Contractor Address:		PO Box 810 Moundridge, KS 67107	
Contact Information:		Name: Brent Dobson Phone Number: 620-345-8621 Fax Number: Email Address: bdobson@grasshoppermower.com	
MBE, WBE, SDVE, BLIND/SHELTERED WORKSHOP PARTICIPATION			
MBE: No	WBE: No	SDVE: No	Blind/Sheltered Workshop: No
COOPERATIVE PROCUREMENT			
Cooperative Procurement:		Yes	

CC230624002			
MissouriBUYS SYSTEM ID::		MB00127175	
Contractor Name:		S&H Farm Supply <i>*For line items 13-14</i>	
Contractor Address:		11117 E. Bus Hwy 60 Mountain Grove, MO 65711	
Contact Information:		Name: Bridgett Young Phone Number: 417-838-8475 Fax Number: Email Address: bridgett.young@shfarmersupply.com	



STATE OF MISSOURI
 OFFICE OF ADMINISTRATION
 DIVISION OF PURCHASING



MBE, WBE, SDVE, BLIND/SHELTERED WORKSHOP PARTICIPATION			
MBE: No	WBE: No	SDVE: No	Blind/Sheltered Workshop: No
COOPERATIVE PROCUREMENT			
Cooperative Procurement:		Yes	

CC230624003			
MissouriBUYS SYSTEM ID::	MB00147246		
Contractor Name:	Embankscape Equipment LLC <i>*For line items 15-20</i>		
Contractor Address:	2146 Deerfield Ave E. Suamico, WI 54173		
Contact Information:	Name: Jessica Korthals Phone Number: 920-634-2227 Fax Number: Email Address: jkorthals@rcmowersusa.com		
MBE, WBE, SDVE, BLIND/SHELTERED WORKSHOP PARTICIPATION			
MBE: No	WBE: No	SDVE: No	Blind/Sheltered Workshop: No
COOPERATIVE PROCUREMENT			
Cooperative Procurement:		Yes	





CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: May 22, 2023

SUBMITTED BY: ELISA WILLIAMS

DEPARTMENT: FINANCE

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

TITLE / ISSUE / REQUEST

Bill 3810: Police Firing Range

STRATEGIC PLAN GOAL/STRATEGY

2.1: Set the standard for a safe and secure 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

Bill 3810
Fund 45

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

At a recent work session, City Council discussed needed improvements to the Police Firing Range.

Staff is requesting a budget amendment to make improvements to the police firing range to include: electrical power to the meter established by Evergy and electrical power to the classroom facilities and gates and fencing installation. In addition, staff is requesting to purchase a remote control mower and trailer in order to maintain the property. Staff requests to transfer available fund balance from the General Fund (01) in the amount of \$656,327 to the Capital Improvement Sales Tax Fund (45) and add this capital improvement project to the FY23 Capital Improvement Sales Tax Fund (45). The breakdown of cost is as follows:

Evergy Power to Meter	\$30,000.00
Mid Point Gate (100 Amp Cabinet)	\$19,138.50
North Gate (200 Amp Cabinet)	\$19,204.40
Power to Building (100 Amp H-Frame)	\$42,452.30
Fence Project RFP#22-415-501	\$468,000.00
Remote Control Mower	\$65,532.00
Trailer	\$12,000.00
TOTAL	\$656,327.20

BILL 3810

ORDINANCE

“AN ORDINANCE OF THE CITY OF RAYMORE, AMENDING THE FY 2023 BUDGET AND AUTHORIZING THE CITY MANAGER TO MAKE IMPROVEMENTS TO THE POLICE FIRING RANGE TO INCLUDE: FENCING, POWER TO METER, ELECTRICAL TO BUILDINGS, MOWER AND TRAILER; TO BE FUNDED FROM AVAILABLE FUND BALANCE IN THE GENERAL FUND.”

WHEREAS, the City purchased the land in 2022 for a permanent police firing range; and,

WHEREAS, it is necessary to make improvements to the police firing range for safety, security and maintenance; and,

WHEREAS, staff determined it would be in the City’s best interest to complete this project in the current fiscal year; and,

WHEREAS, staff recommends transferring \$656,327 from excess General Fund Fund Balance to the Capital Improvement Sales Tax Fund for the police firing range improvements and purchase of a mower and trailer.

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

Section 1. The City Manager is authorized to amend the FY 2023 budget to reflect the following:

FUND	Current	Amendment	Total
GEN (01) Trans Out	\$1,305,000	\$656,327	\$1,961,327
CIST (45) Trans In	\$0	\$656,327	\$656,327
CIST (45) Capital Exp	\$1,595,528	\$656,327	\$2,251,855

Section 2. **Effective Date.** The effective date of approval of this Ordinance shall be coincidental with the Mayor’s signature and attestation by the City Clerk.

Section 3. **Severability.** If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

DULY READ THE FIRST TIME THIS 22ND DAY OF MAY 2023.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 12TH DAY OF JUNE, 2023, BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Baker
Councilmember Barber
Councilmember Burke III
Councilmember Engert
Councilmember Forster
Councilmember Holman
Councilmember Townsend

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature

Capital Improvement Fund (45)

	2019-20	2020-21	2021-22	2021-22	2021-22	2022-23	2023-24	2024-25	2025-2026	2026-27
	Actual	Actual	Budget	Projected	Council Adopted	Projected	Projected	Projected	Projected	Projected
Fund Balance Beginning of Year	413,587	1,198,241	1,295,368	1,338,241	1,293,805	1,238,900	920,736	1,264,405	1,627,302	1,627,302
Revenue										
Taxes										
1/2 cent Capital Improvement	1,362,891	1,468,113	1,434,896	1,489,546	1,537,389	1,552,763	1,568,291	1,583,974	1,599,814	1,599,814
FVS - Mott & 58 Signal	36,542	18,303	0	0	0	0	0	0	0	0
Resident Contribution- Willow Hills NID	0	0	0	0	0	0	0	0	0	0
Reimbursement of undeveloped lots	8,490	3,107	0	0	0	0	0	0	0	0
Interest	6,154	2,215	3,238	3,750	3,235	3,097	2,302	3,161	4,068	4,068
Misc	5,870,000									
Bond Proceeds	167,983									
Bond Premium	0	301,362	16,000	16,000	656,327					
Transfer from General Fund	0	0	0	0	0					
Transfer from the Restricted Fund	0	0	0	0	0					
Total Revenue	7,452,061	1,793,099	1,454,134	1,509,296	2,196,951	1,555,861	1,570,593	1,587,135	1,603,882	1,603,882
Total Fund Bal & Revenues	7,865,647	2,991,340	2,749,502	2,847,537	3,490,755	2,794,761	2,491,329	2,851,540	3,231,184	3,231,184
Expenditures										
D.S. - Special Ob. Bond 2016	546,188	548,875	541,313	541,313	553,375	229,063	233,563	232,875	232,875	232,875
D.S. - Special Ob. Bond 2019	337,433	408,963	408,763	408,763	413,163	411,963	410,363	408,363	410,963	410,963
Hubach Hill TDD D.S. (2009)	5,432,484	-	-	-	-	-	-	-	-	-
Misc - Debt service fees	186,303	900	500	500	500	500	500	500	500	500
Transfer to General Fund	-	-	-	-	-	-	-	-	-	-
Transfer to Transportation Fund	-	-	-	170,000	200,000	200,000	200,000	200,000	200,000	200,000
Transfer to Park Sales Tax Fund	-	-	-	-	150,000	150,000	150,000	150,000	150,000	150,000
Transfer to Park Fee in Lieu Fund	-	-	-	-	-	-	-	-	-	-
Transfer to Stormwater Fund	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000
Transfer to BERP	-	-	-	-	-	-	-	-	-	-
Transfer to the Restricted Revenue Fund	-	-	-	-	-	-	-	-	-	-
Capital Projects (Budgeted / reconciled)										
Undeveloped Lots - Sidewalk Program	13,000			(1,186)						
Concession Door Access System	52,000			(20,454)						
Sidewalk Gap Program		200,000		(1,506)						
Hawk Ridge Park Security Cameras		10,000		(1,707)						
Baseball Concession Stand Doors Replacement		6,000		2,569						
Streetsights (2) 163rd & Foxridge Drive		50,000								
EI - STREETS ATTENUATOR		28,390								
EI - STREETS DUMP BED, PLOW & SPREADER		77,972								
EI - TRAFFIC CALMING STUDY		50,000								
EI - LPR/LPC		45,000								
EI - HAWKRIE PARK INCLUSIVE PLAYGROUND		100,000								
Creekmoor Groundwater Investigation		27,000								
Curb Ramp Repair & Replacement		50,000		50,000	132,500	132,500	132,500	132,500	132,500	132,500
OGI Traffic Signal Upgrades		10,000		10,000	10,000	10,000	10,000	10,000	10,000	10,000
Sidewalk Gap Program		100,000		100,000	100,000	100,000	100,000	100,000	100,000	100,000
Lucy Webb Road Pedestrian Beacon		12,000		12,000	12,000	12,000	12,000	12,000	12,000	12,000
CenterView Video Equipment Upgrade		18,000		19,162	18,000	18,000	18,000	18,000	18,000	18,000
EI - Pedestrian Beacon Lucy Webb		16,000		(5,721)	35,990	35,990	35,990	35,990	35,990	35,990
Mayor's Christmas Tree					10,000	10,000	10,000	10,000	10,000	10,000
CenterView Sound System Upgrades						650,000	650,000	650,000	650,000	650,000
Dean Avenue Access Management										
2022 Street Preservation (Bill # 3736)										
Police Firing Range Improvements					656,327					
Total Expenditures	6,667,407	1,653,100	1,256,576	1,553,732	2,251,855	1,874,025	1,226,925	1,224,238	993,963	993,963
Fund Balance (Gross)	1,198,241	1,338,241	1,492,927	1,293,805	1,238,900	920,736	1,264,404	1,627,302	2,237,221	2,237,221
Less: Reserve Balance 0										
Available Fund Balance	1,198,241	1,338,241	1,492,927	1,293,805	1,238,900	920,736	1,264,405	1,627,302	2,237,221	2,237,221



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: May 22, 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 3814: Award of Contract - Inflow and Infiltration project

STRATEGIC PLAN GOAL/STRATEGY

Goal 2.2.3 Value and protect natural resources and green spaces

FINANCIAL IMPACT

Award To:	Insituform Technologies USA, LLC
Amount of Request/Contract:	\$43,920
Amount Budgeted:	\$147,514
Funding Source/Account#:	Fund 54

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
August 2023	October 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 Inflow and Infiltration Project will rehabilitate the sanitary sewer within the Chateau Place Development to eliminate ground water entering the sanitary sewer system.

Bids were received for the Inflow and Infiltration Project on May 2, 2023:

Insituform Technologies USA, LLC	\$43,920.00
SAK Construction	\$53,825.00

Insituform Technologies USA, LLC is the lowest and best bidder. Staff recommends the contract for the Inflow and Infiltration project to be awarded to Insituform Technologies USA, LLC in the amount of \$43,920.00.

BILL 3814

ORDINANCE

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE MAYOR AND CITY MANAGER TO ENTER INTO A CONTRACT WITH INSITUFORM TECHNOLOGIES USA, LLC FOR THE INFLOW AND INFILTRATION PROJECT, IN THE AMOUNT OF \$43,920.00 AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS."

WHEREAS, the Inflow and Infiltration project was included in the 2023 capital budget; and,

WHEREAS, bids for this project were received on May 2, 2023; and,

WHEREAS, Insituform Technologies USA, LLC has been determined to be the lowest and best bidder.

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

Section 1. The City Manager is hereby directed and authorized to enter into a contract in the amount of \$43,920 with Insituform Technologies USA, LLC, for the Inflow and Infiltration Project.

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

Section 3. The City Manager is authorized to approve change orders for this project within established budget constraints.

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

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

DULY READ THE FIRST TIME THIS 22ND DAY OF MAY, 2023.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 12TH DAY OF JUNE, 2023, BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Baker
Councilmember Barber
Councilmember Burke III
Councilmember Engert
Councilmember Forster
Councilmember Holman
Councilmember Townsend

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature



CITY OF RAYMORE
CONTRACT FOR SERVICES

2023 Inflow & Infiltration Project

This Contract for the 2023 Inflow & Infiltration project, hereafter referred to as the **Contract** is made this 12th day of June, 2023, between Insituform Technologies USA, LLC, an entity organized and existing under the laws of the State of Missouri, with its principal office located at 580 Goddard Ave, Chesterfield, MO 63005, hereafter referred to as the **Contractor**, and The City of Raymore, Missouri, a Charter City organized and existing under the laws of the State of Missouri, with its principal office located at 100 Municipal Circle, Raymore, Missouri, hereafter referred to as the **City**.

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

This contract is effective as of June 12, 2023 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 23-424-201 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 **120** calendar days. The date of substantial completion shall be that date when the project or portions of the project are officially accepted by the Owner through formal action of the City Council for utilization of the project for its intended purpose. The City shall be the sole determiner as to the fulfillment of the work as described.

ARTICLE III CONTRACT SUM AND PAYMENT

The Contractor agrees to perform all work described in the Contract Documents in the amount of \$43,920.00.

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.

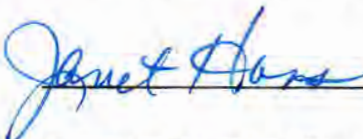
THE CITY OF RAYMORE, MISSOURI

By: _____
Jim Feuerborn, City Manager

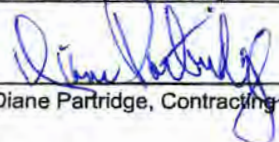
Attest: _____
Erica Hill, City Clerk

(SEAL)

INSITUFORM TECHNOLOGIES USA, LLC

By:  _____ Janet Hass

Title: _____
Contracting & Attesting Officer

Attest:  _____
Diane Partridge, Contracting & Attesting Officer



APPENDIX A
SCOPE OF SERVICES AND SPECIAL PROVISIONS

2023 Inflow & Infiltration

ANTICIPATED SCOPE OF SERVICES:

Install 1300 feet of CIPP in an 8 inch diameter Sanitary line and re-establish service connections.

1. SPECIFICATIONS WHICH APPLY

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

2. PROJECT AWARD

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

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

3. PROJECT COMPLETION AND SCHEDULE

It is expected that Notice to Proceed shall be issued June, 2023.

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

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

4. ENGINEER

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

5. GENERAL CONDITIONS

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

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

6. MEASUREMENT AND PAYMENT

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

Mobilization, Bonds, and Insurance: Mobilization, Bonds and Insurance will be considered a lump sum item for payment.

Pre-Installation Video: Pre-Installation Video of Sewer shall be measured and paid for at the unit price per linear foot. The cost for this item shall include all equipment, labor, cleaning and materials required for the video recording in a digital format of the inside of all gravity sewer lines prior to cleaning and restoration of any disturbed areas that will not be restored as part of Liner installation. The cost for this item shall also include delivering 2 copies of this recording to the Owner and allowing sufficient time for review.

Cleaning: Cleaning shall be measured and paid for at the unit price per linear foot. The unit cost for this item shall include all equipment, labor, materials and disposal services required to remove any internal debris that would interfere with the installation of the Liner.

Liner Installation (CIPP): Liner Installation shall be measured and paid for at the unit bid price per linear foot. The unit cost for this item shall include all equipment, labor, materials, restoration of disturbed areas, and post-installation testing (and video) per the ASTM specifications for Cured-In-Place-Pipe. Any by-pass pumping required will be considered incidental to this unit price. Any traffic control will be considered incidental to this unit price.

Reinstate Service or Lateral Lines: Shall be measured and paid for per each as indicated on the Bid Form. The unit cost for this item shall include all

equipment, labor and materials required to re-establish laterals and service connections by robotically controlled camera and cutting system.

7. ADDITIONAL INFORMATION

7.1 Project is tax exempt.

CITY OF RAYMORE, MISSOURI
RFP # 23-424-201

Appendix B
General Terms and Conditions

A. *Procedures*

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

B. *Contract Period*

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

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 Janet Hass, who, being duly sworn, states on his oath or affirmation as follows:

Name/Contractor: Janet Hass /

Company: Insituform Technologies USA, LLC

Address: 580 Goddard Avenue, Chesterfield, MO 63005

- 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 # 23-424-201.
- 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.

Insituform Technologies USA, LLC
Company Name


Signature

Name: Janet Hass

Title: Contracting & Attesting

STATE OF MISSOURI COUNTY OF ST. LOUIS

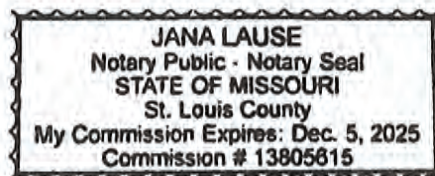
Subscribed and sworn to before me this 2 day of May, 2023.

Notary Public: 

My Commission Expires: 12/5/2025 Commission # 13805615

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.



PROPOSAL FORM B
RFP 23-424-201

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? [See attached Pending Litigation Summary.](#)

Yes No If yes, provide details in an attachment.

2. Complaints, Charges, Investigations: Is the Firm currently or has the firm been the subject of any complaint, investigation or other legal action for alleged violations of law pending before any court or governmental agency within the past 48 months? [See attached Pending Litigation Summary.](#)

Yes No If yes, provide details in an attachment.

Required Representations

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

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

SEE CLOSED PROJECTS REPORT.

PROPOSAL FORM C
 RFP 23-424-201

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	
ADDRESS	
CONTACT PERSON	
CONTACT EMAIL	
TELEPHONE NUMBER	
PROJECT, AMOUNT AND DATE COMPLETED	

COMPANY NAME	
ADDRESS	
CONTACT PERSON	
CONTACT EMAIL	
TELEPHONE NUMBER	
PROJECT, AMOUNT AND DATE COMPLETED	

SEE CLOSED PROJECTS REPORT.

COMPANY NAME	
ADDRESS	
CONTACT PERSON	
CONTACT EMAIL	
TELEPHONE NUMBER	
PROJECT, AMOUNT AND DATE COMPLETED	

COMPANY NAME	
ADDRESS	
CONTACT PERSON	
CONTACT EMAIL	
TELEPHONE NUMBER	
PROJECT, AMOUNT AND DATE COMPLETED	

COMPANY NAME	
ADDRESS	
CONTACT PERSON	
CONTACT EMAIL	
TELEPHONE NUMBER	
PROJECT, AMOUNT AND DATE COMPLETED	

State the number of Years in Business: 11 years

State the current number of personnel on staff: 154



10 OF 35 PAGES. FULL REPORT AVAILABLE
 UPON REQUEST.

Contract Qualification Closed Projects (5 Years) - Parameter Summary

Programmy Property and Trade Social v. Regional Int. Manufacturer User. Designer/Builder and Distributor Supply Contractual

Company Code	
Region	MO, Missouri, KS: Kansas
Owner State	MO, Missouri, KS: Kansas
Project Material Family	AIS: ILS: STD
Project Manager	
Customer Address Book Number	
Owner Address Book Number	
Revenue Stream Code	
Project Number	
Role	
Value Range	Start End
Project Value (\$)	500000
Bid Proposal Date	
Project Closed Date	04-28-2018 04-28-2023
Diameter	6 24
Linear Feet	



Contract Qualification Closed Projects (5 Years) - Detail

Proprietary Property and Trade Secret of Insituform Inc. Do not disseminate this information from this project without Insituform's permission.

JDE Job Number	Role	Project Description	Project Status	Contract Value	Final Contract Amount
101817	Prime	MSD(11836-015-1)#10913(COUNTY) FY2012 CONTRACT C-REPAIRS	JC	\$4,526,983	\$3,148,256
Project Manager					
Reeves, Willis M		Bid Date: 03-12-2013	Project Close Date: 02-01-2019		
Customer					
Metropolitan St. Louis Sewer District (MSD)-Saint Louis, MO			Owner		
2350 Market Street			Metropolitan St. Louis Sewer District (MSD)-Saint Louis, MO		
St. Louis Missouri 63103			2350 Market Street		
+1 314 7686200			St. Louis Missouri 63103		
			+1 314 7686200		
AIS					
8	0	478	478	0	
8	50,016	1,969	51,985		
10	5,739	0	5,739		
12	6,322	0	6,322		
15	2,117	0	2,117		
18	2,124	0	2,124		
21	3,576	0	3,576		
21	69,894	2,447	72,341		
Total					

JDE Job Number	Role	Project Description	Project Status	Contract Value	Final Contract Amount
10181701	Prime	MSD(11836-015-1)C#10913(CITY) FY2012 CONTRACT C - REPAIRS	JC	\$896,928	\$1,857,998
Project Manager					
Reeves, Willis M		Bid Date: 03-12-2013	Project Close Date: 08-21-2018		
Customer					
Metropolitan St. Louis Sewer District (MSD)-Saint Louis, MO			Owner		
2350 Market Street			Metropolitan St. Louis Sewer District (MSD)-Saint Louis, MO		
St. Louis Missouri 63103			2350 Market Street		
+1 314 7686200			St. Louis Missouri 63103		
			+1 314 7686200		
AIS					
8	1,722	919	2,641	0	
10	906	0	906		
12	6,955	0	6,955		
15	4,482	0	4,482		
18	1,370	0	1,370		
21	342	0	342		
24	691	0	691		
24	16,468	919	17,387		
Total					



JDE Job Number	Role	Project Description	Project Status	Contract Value	Final Contract Amount																																																																		
101870	Prime	MSD ST LOUIS COUNTY- FY2013 INFRAS...CONTR.BI#11845-015.1)	JC	\$6,531,740	\$5,343,575																																																																		
Project Manager																																																																							
Reeves, Willis M		Bid Date: 06-21-2013	Project Close Date: 08-03-2018																																																																				
Customer																																																																							
Metropolitan St. Louis Sewer District (MSD)-Saint Louis, MO		Metropolitan St. Louis Sewer District (MSD)-Saint Louis, MO																																																																					
2350 Market Street		2350 Market Street																																																																					
St. Louis Missouri 63103		St. Louis Missouri 63103																																																																					
+1 314 7686200		+1 314 7686200																																																																					
<table border="1"> <thead> <tr> <th></th> <th>AIS</th> <th>IS</th> <th>STD</th> <th>Total</th> <th>SRS</th> </tr> </thead> <tbody> <tr> <td>6</td> <td>809</td> <td>0</td> <td>0</td> <td>809</td> <td>0</td> </tr> <tr> <td>8</td> <td>53,681</td> <td>2,858</td> <td>0</td> <td>56,539</td> <td>266</td> </tr> <tr> <td>9</td> <td>266</td> <td>0</td> <td>0</td> <td>266</td> <td>0</td> </tr> <tr> <td>10</td> <td>8,867</td> <td>0</td> <td>0</td> <td>8,867</td> <td>0</td> </tr> <tr> <td>12</td> <td>9,167</td> <td>0</td> <td>0</td> <td>9,167</td> <td>0</td> </tr> <tr> <td>15</td> <td>7,816</td> <td>0</td> <td>0</td> <td>7,816</td> <td>0</td> </tr> <tr> <td>18</td> <td>7,547</td> <td>0</td> <td>1,078</td> <td>8,625</td> <td>0</td> </tr> <tr> <td>21</td> <td>242</td> <td>0</td> <td>0</td> <td>242</td> <td>0</td> </tr> <tr> <td>24</td> <td>5,666</td> <td>0</td> <td>177</td> <td>5,843</td> <td>0</td> </tr> <tr> <td>Total</td> <td>94,061</td> <td>2,858</td> <td>1,255</td> <td>98,174</td> <td>0</td> </tr> </tbody> </table>							AIS	IS	STD	Total	SRS	6	809	0	0	809	0	8	53,681	2,858	0	56,539	266	9	266	0	0	266	0	10	8,867	0	0	8,867	0	12	9,167	0	0	9,167	0	15	7,816	0	0	7,816	0	18	7,547	0	1,078	8,625	0	21	242	0	0	242	0	24	5,666	0	177	5,843	0	Total	94,061	2,858	1,255	98,174	0
	AIS	IS	STD	Total	SRS																																																																		
6	809	0	0	809	0																																																																		
8	53,681	2,858	0	56,539	266																																																																		
9	266	0	0	266	0																																																																		
10	8,867	0	0	8,867	0																																																																		
12	9,167	0	0	9,167	0																																																																		
15	7,816	0	0	7,816	0																																																																		
18	7,547	0	1,078	8,625	0																																																																		
21	242	0	0	242	0																																																																		
24	5,666	0	177	5,843	0																																																																		
Total	94,061	2,858	1,255	98,174	0																																																																		

JDE Job Number	Role	Project Description	Project Status	Contract Value	Final Contract Amount																								
101905	Prime	MSD(11707-015-1)#10913(COUNTY) FY2014 CONTRACT A-REPAIRS	JC	\$3,236,074	\$2,743,159																								
Project Manager																													
Reeves, Willis M		Bid Date: 10-16-2013	Project Close Date: 02-21-2020																										
Customer																													
Metropolitan St. Louis Sewer District (MSD)-Saint Louis, MO		Metropolitan St. Louis Sewer District (MSD)-Saint Louis, MO																											
2350 Market Street		2350 Market Street																											
St. Louis Missouri 63103		St. Louis Missouri 63103																											
+1 314 7686200		+1 314 7686200																											
<table border="1"> <thead> <tr> <th></th> <th>AIS</th> <th>Total</th> <th>SRS</th> </tr> </thead> <tbody> <tr> <td>8</td> <td>44,013</td> <td>44,013</td> <td>0</td> </tr> <tr> <td>15</td> <td>5,050</td> <td>5,050</td> <td>0</td> </tr> <tr> <td>18</td> <td>146</td> <td>146</td> <td>0</td> </tr> <tr> <td>24</td> <td>535</td> <td>535</td> <td>0</td> </tr> <tr> <td>Total</td> <td>49,744</td> <td>49,744</td> <td>0</td> </tr> </tbody> </table>							AIS	Total	SRS	8	44,013	44,013	0	15	5,050	5,050	0	18	146	146	0	24	535	535	0	Total	49,744	49,744	0
	AIS	Total	SRS																										
8	44,013	44,013	0																										
15	5,050	5,050	0																										
18	146	146	0																										
24	535	535	0																										
Total	49,744	49,744	0																										



JDE Job Number	Role	Project Description	Project Status	Contract Value	Final Contract Amount												
10190501	Prime	MSD(11707-015.1)#10913(CITY) FY2014 CONTRACT A-REPAIRS	JC	\$1,850,687	\$755,237												
Project Manager																	
Reeves, Willis M		Bid Date: 10-16-2013	Project Close Date: 05-16-2019														
Customer																	
Metropolitan St. Louis Sewer District (MSD)-Saint Louis, MO 2350 Market Street St. Louis Missouri 63103 +1 314 7686200			Owner														
			Metropolitan St. Louis Sewer District (MSD)-Saint Louis, MO 2350 Market Street St. Louis Missouri 63103 +1 314 7686200														
		<table border="1"> <thead> <tr> <th>AIS</th> <th>Total</th> <th>SR's</th> </tr> </thead> <tbody> <tr> <td>8</td> <td>364</td> <td>0</td> </tr> <tr> <td colspan="3">Total</td> </tr> <tr> <td></td> <td>364</td> <td>364</td> </tr> </tbody> </table>		AIS	Total	SR's	8	364	0	Total				364	364		
AIS	Total	SR's															
8	364	0															
Total																	
	364	364															

JDE Job Number	Role	Project Description	Project Status	Contract Value	Final Contract Amount																																				
101923	Prime	MSD(11864-015.1)#20110(COUNTY) FY2014 CONTRACT B-REHAB	JC	\$3,280,549	\$2,965,399																																				
Project Manager																																									
Reeves, Willis M		Bid Date: 01-09-2014	Project Close Date: 02-28-2020																																						
Customer																																									
Metropolitan St. Louis Sewer District (MSD)-Saint Louis, MO 2350 Market Street St. Louis Missouri 63103 +1 314 7686200			Owner																																						
			Metropolitan St. Louis Sewer District (MSD)-Saint Louis, MO 2350 Market Street St. Louis Missouri 63103 +1 314 7686200																																						
		<table border="1"> <thead> <tr> <th>AIS</th> <th>Total</th> <th>SR's</th> </tr> </thead> <tbody> <tr> <td>6</td> <td>303</td> <td>0</td> </tr> <tr> <td>8</td> <td>52,221</td> <td>52,221</td> </tr> <tr> <td></td> <td>3,528</td> <td>3,528</td> </tr> <tr> <td>10</td> <td>3,974</td> <td>3,974</td> </tr> <tr> <td>12</td> <td>675</td> <td>675</td> </tr> <tr> <td>15</td> <td>453</td> <td>453</td> </tr> <tr> <td>18</td> <td>574</td> <td>574</td> </tr> <tr> <td>21</td> <td>1,502</td> <td>1,502</td> </tr> <tr> <td>24</td> <td>63,230</td> <td>63,230</td> </tr> <tr> <td colspan="3">Total</td> </tr> <tr> <td></td> <td>63,230</td> <td>63,230</td> </tr> </tbody> </table>		AIS	Total	SR's	6	303	0	8	52,221	52,221		3,528	3,528	10	3,974	3,974	12	675	675	15	453	453	18	574	574	21	1,502	1,502	24	63,230	63,230	Total				63,230	63,230		
AIS	Total	SR's																																							
6	303	0																																							
8	52,221	52,221																																							
	3,528	3,528																																							
10	3,974	3,974																																							
12	675	675																																							
15	453	453																																							
18	574	574																																							
21	1,502	1,502																																							
24	63,230	63,230																																							
Total																																									
	63,230	63,230																																							



JDE Job Number	Role	Project Description	Project Status	Contract Value	Final Contract Amount
10192301	Prime	MSD(11864-015-1)#20110(CITY) FY2014 CONTRACT B-REHAB	JC	\$1,223,254	\$761,005
Project Manager					
Reeves, Willis M		Bid Date: 01-09-2014		Project Close Date: 02-01-2019	
Customer					
Metropolitan St. Louis Sewer District (MSD)-Saint Louis, MO		Owner: Metropolitan St. Louis Sewer District (MSD)-Saint Louis, MO			
2350 Market Street St. Louis Missouri 63103		2350 Market Street St. Louis Missouri 63103			
+1 314 7686200		+1 314 7686200			
			AIS	Total	SR's
			8	98	0
			12	3,973	
			15	2,564	
			19	143	
			24	613	
			Total	7,391	7,391

JDE Job Number	Role	Project Description	Project Status	Contract Value	Final Contract Amount
10197021	Prime	KANSAS CITY MO,CT#1311,REL.#1 CITY WIDE 2017 PROJ#61000728	JC	\$6,927,738	\$6,663,421
Project Manager					
Smith, Brian S		Bid Date: 07-27-2017		Project Close Date: 08-27-2019	
Customer					
City of Kansas City, MO-KCMO Water and Pollution		Owner: City of Kansas City, MO-KCMO Water and Pollution			
4800 East 63rd St. Kansas City Missouri 64136		4800 East 63rd St. Kansas City Missouri 64136			
+1 816 5132297		+1 816 5132297			
			AIS	Total	SR's
			6	728	0
			8	44,287	
			10	36,430	
			12	16,444	
			15	2,167	
			16	403	
			18	456	
			21	248	
			Total	101,163	101,163



JDE Job Number	Role	Project Description	Project Status	Contract Value	Final Contract Amount
102035	Prime	MSD,BISSELL-COLDWATER,CONT.F	JC	\$2,742,113	\$2,221,219
Project Manager					
Reeves, Willis M		Bid Date: 10-29-2014	Project Close Date: 05-08-2018		
Customer					
Metropolitan St. Louis Sewer District (MSD)-Saint Louis, MO	Owner	Metropolitan St. Louis Sewer District (MSD)-Saint Louis, MO			
2350 Market Street St. Louis Missouri 63103		2350 Market Street St. Louis Missouri 63103			
+1 314 7686200		+1 314 7686200			
			AIS	ILS	Total
			8	23,602	1,182
			10	1,996	0
			12	3,954	0
			15	1,981	0
			18	721	0
			21	675	0
			24	129	0
Total			33,058	1,182	34,240
			SR's		
			0		
			Contract Value		
			\$2,742,113		
			Final Contract Amount		
			\$2,221,219		

JDE Job Number	Role	Project Description	Project Status	Contract Value	Final Contract Amount
102125	Prime	MSD,ST.LOUIS CO.(12062-015.1)	JC	\$2,311,111	\$1,810,849
Project Manager					
Reeves, Willis M		Bid Date: 06-25-2015	Project Close Date: 05-21-2018		
Customer					
Metropolitan St. Louis Sewer District (MSD)-Saint Louis, MO	Owner	Metropolitan St. Louis Sewer District (MSD)-Saint Louis, MO			
2350 Market Street St. Louis Missouri 63103		2350 Market Street St. Louis Missouri 63103			
+1 314 7686200		+1 314 7686200			
			AIS	ILS	Total
			6	1,137	0
			8	14,446	388
			9	934	0
			10	1,085	0
			12	3,267	0
			15	1,220	0
			18	449	0
Total			22,538	388	22,926
			SR's		
			0		
			Contract Value		
			\$2,311,111		
			Final Contract Amount		
			\$1,810,849		



JOB Job Number	Role	Project Description	Project Status	Contract Value	Final Contract Amount
102154	Prime	MSD,LEMAY,2016 (12061-015.1) LEMAY PUBLIC I/I REDUCTION2016	JC	\$4,191,437	\$3,576,109
Project Manager					
Reeves, Willis M		Bid Date: 09-24-2015	Project Close Date: 02-01-2019		
Customer					
Metropolitan St. Louis Sewer District (MSD)-Saint Louis, MO		Owner			
2350 Market Street		Metropolitan St. Louis Sewer District (MSD)-Saint Louis, MO			
St. Louis Missouri 63103		2350 Market Street			
+1 314 7686200		St. Louis Missouri 63103			
		+1 314 7686200			
			AIS	Total	SR's
			8	38,201	0
			10	2,111	
			12	3,375	
			15	655	
			18	980	
			24	145	
Total			45,467	45,467	

JOB Job Number	Role	Project Description	Project Status	Contract Value	Final Contract Amount
102161	Prime	MSD,DEER CREEK,#11851-015.1 DEER CREEK PUBLI/I REDUCT2016	JC	\$1,783,311	\$1,453,299
Project Manager					
Reeves, Willis M		Bid Date: 11-12-2015	Project Close Date: 02-01-2019		
Customer					
Metropolitan St. Louis Sewer District (MSD)-Saint Louis, MO		Owner			
2350 Market Street		Metropolitan St. Louis Sewer District (MSD)-Saint Louis, MO			
St. Louis Missouri 63103		2350 Market Street			
+1 314 7686200		St. Louis Missouri 63103			
		+1 314 7686200			
			AIS	STD	Total
			8	13,888	13,888
			10	1,734	1,734
			12	1,538	1,538
			15	1,371	1,371
			18	382	382
			21	647	647
			24	0	719
Total			19,560	719	20,279



JDE Job Number	Role	Project Description	Project Status	Contract Value	Final Contract Amount
102169	Prime	MSD,(11868-015-1)CONT.B,COUNTY INFRASTRUCTURE REPAIRS(FY2016)	JC	\$4,074,388	\$3,654,960
Project Manager					
Reeves, Willis M		Bid Date: 12-08-2015	Project Close Date: 03-08-2019		
Customer					
Metropolitan St. Louis Sewer District (MSD)-Saint Louis, MO		Metropolitan St. Louis Sewer District (MSD)-Saint Louis, MO			
2350 Market Street		2350 Market Street			
St. Louis Missouri 63103		St. Louis Missouri 63103			
+1 314 7686200		+1 314 7686200			
				AIS	Total
				6	622
				8	42,186
				9	1,012
				10	6,123
				12	6,137
				15	1,159
				18	620
				21	2,409
				24	1,422
				Total	61,690
					SR's
					0

JDE Job Number	Role	Project Description	Project Status	Contract Value	Final Contract Amount
102223	Prime	MSD,(12436-015-1)E.HANLEYHILLS UNIVERSITY CITY-E.HANLEY HILLS	JC	\$3,602,315	\$3,048,756
Project Manager					
Reeves, Willis M		Bid Date: 04-14-2016	Project Close Date: 02-26-2019		
Customer					
Metropolitan St. Louis Sewer District (MSD)-Saint Louis, MO		Metropolitan St. Louis Sewer District (MSD)-Saint Louis, MO			
2350 Market Street		2350 Market Street			
St. Louis Missouri 63103		St. Louis Missouri 63103			
+1 314 7686200		+1 314 7686200			
				AIS	Total
				8	23,284
				10	2,212
				12	1,541
				15	48
				18	469
				21	293
				24	259
				Total	28,106
					SR's
					0



JDE Job Number	Role	Project Description	Project Status	Contract Value	Final Contract Amount
102243	Prime	MSD.(11930-015.1) COUNTY MARTIGNEY PUBLI/M REDUCTION	JC	\$2,270,483	\$2,343,870
Project Manager					
Reeves, Willis M		Bid Date: 05-31-2016	Project Close Date: 08-14-2018		
Customer					
Metropolitan St. Louis Sewer District (MSD)-Saint Louis, MO		Metropolitan St. Louis Sewer District (MSD)-Saint Louis, MO			
2350 Market Street		2350 Market Street			
St. Louis Missouri 63103		St. Louis Missouri 63103			
+1 314 7686200		+1 314 7686200			
AIS					
8	14,403	0	14,403	0	
10	352	0	352	0	
12	743	0	743	0	
15	345	0	345	0	
18	195	0	195	0	
24	518	1,293	1,811	1,811	
Total	16,556	1,293	17,849	1,811	

JDE Job Number	Role	Project Description	Project Status	Contract Value	Final Contract Amount
102244	Prime	MSD.(12437-015.1) COUNTY UNIVERSITY CITY-EAST(UR-088409)	JC	\$4,025,288	\$3,731,082
Project Manager					
Reeves, Willis M		Bid Date: 06-08-2016	Project Close Date: 07-19-2019		
Customer					
Metropolitan St. Louis Sewer District (MSD)-Saint Louis, MO		Metropolitan St. Louis Sewer District (MSD)-Saint Louis, MO			
2350 Market Street		2350 Market Street			
St. Louis Missouri 63103		St. Louis Missouri 63103			
+1 314 7686200		+1 314 7686200			
AIS					
8	29,131	0	29,131	0	
10	4,463	0	4,463	0	
12	3,877	0	3,877	0	
15	2,163	0	2,163	0	
18	1,062	0	1,062	0	
21	737	0	737	0	
24	1,678	0	1,678	0	
Total	43,111	0	43,111	0	

PROPOSAL FORM D

RFP 23-424-201

Proposal of insituform Technologies USA, LLC, organized and
(Company Name)
existing under the laws of the State of Missouri, doing business
as same (*) Limited Liability Company

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. 23-424-201 – 2023 Inflow & Infiltration project.

This work is to be performed in strict accordance with the Plans and Specifications, including addendum number(s) 1 and 2, 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.

***REVISED* BID PROPOSAL FORM E - Project No. 23-424-201**

2023 Inflow & Infiltration Project

Base Bid

Bid Items	Units	Estimated Quantities	\$/Units	Total
Mobilization, Bonds and Insurance - not to exceed 5%	EA	1	2,000.-	\$ 2,000. ⁰⁰
Pre-Installation Video	LF	1200	4.10	\$ 4,920. ⁰⁰
Installation CIPP 8 inch	LF	1200	29.50	\$ 35,400. ⁰⁰
Reinstate Service Connections	EA	40	40.00	\$ 1,600. ⁰⁰
				\$
TOTAL BASE BID				43,920.⁰⁰

Company Name Insituform Technologies USA, LLC

Total Base Bid for Project Number: 23-424-201

\$ 43,920.⁰⁰

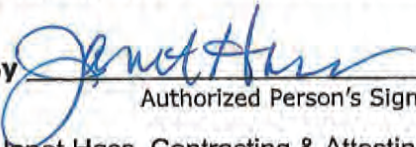
In the blank above insert numbers for the sum of the bid.

~~(\$ forty three thousand, nine hundred twenty + No./1000)~~

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

***REVISED* BID PROPOSAL FORM E – RFP 23-424-201
CONTINUED**

Company Name Insituform Technologies USA, LLC

By 

Authorized Person's Signature
Janet Hass, Contracting & Attesting Officer

Print or type name and title of signer

ADDENDA

Bidder acknowledges receipt of the following addendum:

Addendum No. 1

Addendum No. 2

Company Address 580 Goddard Avenue

Addendum No. _____

Chesterfield, MO 63005

Addendum No. _____

Addendum No. _____

Phone 636-530-8000

Addendum No. _____

Fax 636-530-8701

Email jhass@aegion.com

Date May 2, 2023

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
2023 Inflow & Infiltration
Project #23-424-201

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

Addendum No. 1 - Question.

1. Question: Are there any maps/plans for this project so a site visit can be conducted?

Response: Plans attached.

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 April 27, 2023 at 5 p.m.

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

Company Name: Insituform Technologies USA, LLC

By: Janet Hass

Title: Contracting & Attesting Officer

Address: 580 Goddard Avenue

City, State, Zip: Chesterfield, MO 63005

Date: May 2, 2023 Phone: 636-530-8000

Signature of Bidder: 

ADDENDUM MUST BE SUBMITTED WITH BID

PROPOSAL FORM A
RFP 23-424-201

PROPOSAL VALIDITY AND COMMITMENT TO SIGN AGREEMENTS

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

FIRM NAME: Insituform Technologies USA, LLC


ADDRESS: 580 Goddard Avenue
Street

ADDRESS: Chesterfield MO 63005
City State Zip

PHONE: 636-530-8000

E-MAIL: jhass@aegion.com

DATE: 5/2/2023
(Month-Day-Year) 
Janet Hass, Contracting & Attesting Officer
Signature of Officer/Title

DATE: 5/2/2023
(Month-Day-Year) 
Diane Partridge, Contracting & Attesting Officer
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

CITY OF RAYMORE

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



ADDENDUM NO. 2

2023 Inflow & Infiltration

Project #23-424-201

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. 2 - Clarification and questions.

1. Clarification: Attached please find the Specifications for Cured-In-Place Pipe (CIPP)

2. Question: Are the items to be lined as follows?

- **MH A1- MH A2 @ 125.94 LF.**
- **MH A2- MH A3 @ 172.15 LF.**
- **MH A3- MH A4 @ 382.73 LF.**
- **MH A4- MH A5 @ 300.00 LF.**
- **MH A5- MH A6 @ 218.48 LF.**

Response: Yes

3. Sheet 4 of 4 States the pipes to be lined are PVC. Are we lining PVC pipe?

Response: Yes

4. Bid item 2 calls for 1300 LF of Pre-Installation Video. Where is the additional 100 LF from CIPP?

Response: See amended Bid Tab. Total is 1200 ft.

5. Bid item 3 calls for 2600 LF of Cleaning. Where is the additional 1400 LF from the CIPP?

Response: See amended Bid Tab and Measurement and Payment. Cleaning is subsidiary to Pre-Installation Video and CIPP Installation.

6. Do you guys have a Spec for the CIPP Lining material?

Response: See attached Specifications

7. As far as Cleaning goes, anything under 3 passes considered light cleaning and anything over 3 passes, root saw or cutting of laterals considered heavy cleaning?

Response: Root Cleaning or cutting of protruding laterals would be considered outside the scope of routine cleaning.

8. The plans call out the lines a PVC, is this correct?

Response: Yes

9. The segments on the plans add up to 1,200ft, but the bid form has a quantity of 1,300ft for Pre-Installation Video and 2,600ft for cleaning. Should all these quantities be the same or is there an additional line on the project that needs to be cleaned and televised?

Response: See attached *Revised* Bid Proposal Form E.

10. Will there be access to the gated community?

Response: The city will work with the HOA to obtain access during working hours (7am to 7pm). A code will be provided.

11. Will a meter be available for water access?

Response: Water for the area is served by Water District #3. However, if you would like to use off-site City of Raymore water, the deposit for the meter is \$2500.

12. Depending on what is found in the line, where can the spoils be disposed of?

Response: There is no on-site disposal area for spoils.

13. Revised Bid Tab to reflect pre-installation cleaning into the line item Pre-Installation Video. See attached *Revised* Bid Proposal Form E.

14. Revised Appendix A, Anticipated Scope of Service to read:

Install 1200 feet of CIPP in an 8 inch diameter Sanitary line and re-establish service connections.

15. Revised Appendix A, Section 6, Measurement and Payment, as follows:

Removed SubSection Cleaning.

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 April 27, 2023 at 5 p.m.

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

Company Name: Insituform Technologies USA, LLC

By: Janet Hass

Title: Contracting & Attesting Officer

Address: 580 Goddard Avenue

City, State, Zip: Chesterfield, MO 63005

Date: May 2, 2023 Phone: 636-530-8000

Signature of Bidder: 

ADDENDUM MUST BE SUBMITTED WITH BID

CHATEAU PLACE 1st PLAT

A SUBDIVISION IN RAYMORE, CASS COUNTY, MISSOURI
PUBLIC IMPROVEMENTS

SANITARY SEWER IMPROVEMENTS

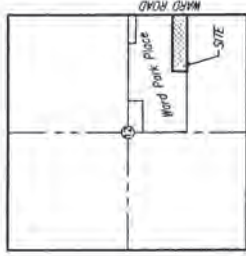
ESTIMATED QUANTITIES			
ITEM	UNITS	PLAN	AS-BUILT
3" PVC Pipe - 20' - 26	Ln. Ft.	1,199	
4" Manhole	Ea.	5	
4" Service Lines	Ln. Ft.	7,235	
Connect to Existing Manhole	Ea.	1	

PROJECT NOTES

- Grading Contractor shall be responsible for the control of erosion and siltation during all phases of construction.
- Prior to Grading Precast Structures: Shop drawings shall be submitted to the design engineer for approval. Upon approval these shall be submitted to the City of Raymore for review.
- Manhole top elevations designated as "Tied Verify" (T.V.) are located outside the street right-of-way or in areas of undetermined grading. Contractors bidding precast manholes shall be responsible for adjustment of the manhole top elevation to tie to the adjacent manhole. The contractor shall field verify the top elevations prior to ordering precast manholes.
- All water lines, sanitary sewer lines, and storm water drainage crossings shall be in place or a casing pipe provided for future installation prior to base and surface asphalt courses.
- Sidewalks are shown for informational purposes only unless otherwise noted. However, the contractor shall be responsible for handicap ramp construction in curbs.

GENERAL NOTES

- The Construction covered by these plans shall conform to all applicable standards and specifications of the Public Works Department of the City of Raymore, Missouri, in current usage and the Standard Specifications of the Kansas City Metropolitan Chapter of the American Public Works Association 2004 Edition.
- All workmanship and materials shall be subject to the inspection and approval of the Engineering Department of the City of Raymore, Missouri.
- Lineal foot measurements shown on these plans are horizontal measurements, not slope measurements. All payments shall be made on horizontal measurements.
- No Geological Investigation was performed on this project.
- The Utility locations shown on these plans are taken from Utility Company records and are approximate only. They do not constitute actual field locations. The Contractor shall verify the location and depth of all utilities prior to construction.
- Clearing and Grubbing operations and disposal of all debris therefrom shall be performed by the contractor in strict accordance with all state and local codes and ordinances.
- All waste material shall be disposed of at a location to be selected by the owner or his authorized representative; such location to be on the site.
- The Contractor shall control the erosion and siltation during all phases of construction, he shall keep the streets clean of mud and debris and follow the erosion control plan prepared by the design engineer.
- All manholes, catch basins, utility valves and meter pits to be adjusted or rebuilt to grade as required.
- Subgrade soil for all concrete structures, regardless of the type or location, shall be firm, dense, and thoroughly compacted and consolidated. All soil to be placed shall be free from mud and shall be sufficiently moist to be compacted under the feet of the workmen or machinery engaged in subgrade laying, reinforcing steel, and depositing concrete thereon. In all cases where subsoil is muddy or works into mud or muck during such operation, a soil course of either concrete or rock shall be placed below subgrade to provide a firm base for working and for placing the floor slab.
- A minimum horizontal distance of ten (10') shall be maintained between parallel water and sanitary sewer lines. At any point where sanitary sewer lines cross water main, the sanitary sewer shall be constructed of cast iron pipe or pipe encased in concrete for a distance of ten feet (10') in each direction from the crossing unless the water is a minimum of eighteen inches (18") above the top of the sanitary sewer line.
- Contractor shall hire and pay for the services of an Independent Testing Laboratory for soils testing. For all fills greater than three feet in depth, testing lab shall perform atterberg limits, swell analysis, and proctor tests. The contractor shall provide a minimum of three (3) test results per each 1,000 cubic yards of fill. For fills greater than 5 feet in depth, soils compaction tests shall be taken at maximum depth intervals of 2 feet. Test results for all of the above shall be submitted to Contractor, Design Engineer, and to the City of Raymore. Contractor shall notify the City and testing laboratory at least 24 hours before filling operations commence in a given area.



LOCATION MAP
SEC. 12, TWP. 46, RGE. 32.

PROJECT BENCHMARK

2 1/2" Iron Bar at the Southwest corner of Cass County Public Water Supply No. 3, Elev = 1028.91

INDEX OF SHEETS

- COVER SHEET
- GENERAL PLAN
- SEWER LOCATIONS
- SANITARY PLAN & PROFILE, LINE 4
- SANITARY DETAILS - 2 SHEETS

DEVELOPER:

MINOR Enterprises, Inc.
503 N. Prairie Lane
Raymore, Missouri 64083

SURVEYOR:

Chrisman Land Surveyors, LTD.
1708 Vogt Road
Raymore, Missouri 64083

APPROVED

City Engineer

Date

July, August 6, 2004

HARRINGTON & CORTEVALLO, INC.
Consulting Engineers
911 Main St, Suite 1000, Kansas City, Missouri 64108
Phone: (816) 431-8395 Fax: (816) 471-8109
HC Project No. 1036-01

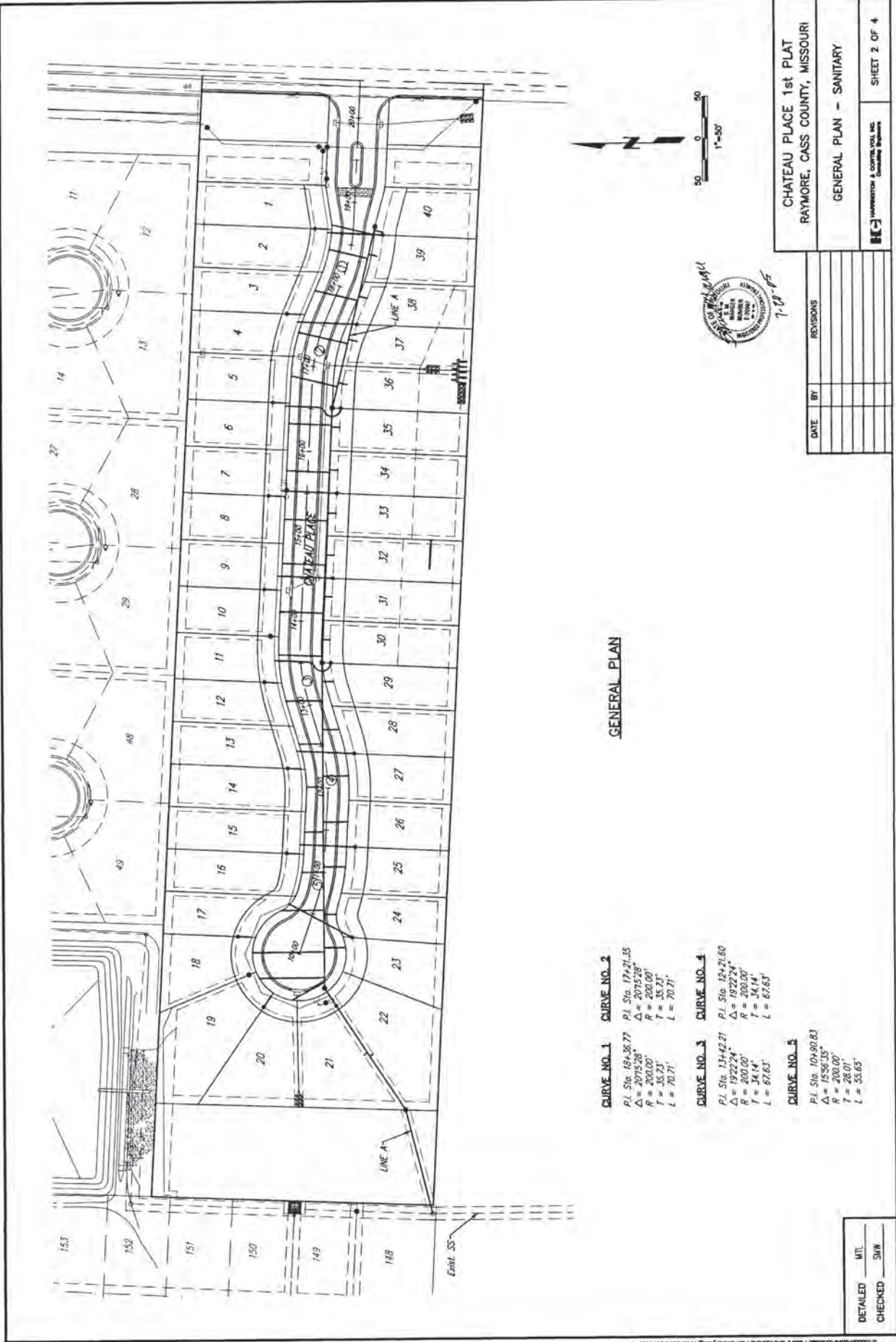
SHEET 1 OF 4

"AS-BUILTS"



I certify the conditions shown are correct and the sewers are acceptably located within existing easements or right-of-way.

7-14-05 SMW As-Builts



DATE	BY	REVISIONS

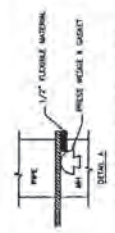
CHATEAU PLACE 1st PLAT
 RAYMORE, CASS COUNTY, MISSOURI

GENERAL PLAN - SANITARY

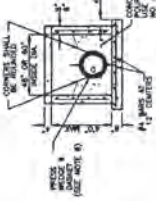
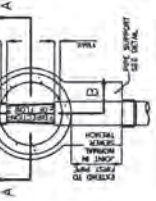
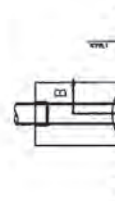
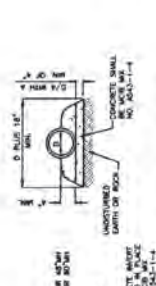
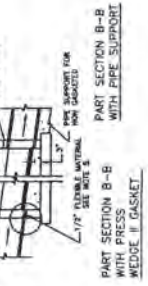
HC ENGINEERING & CONSULTING, INC.
 ENGINEERS & SURVEYORS

SHEET 2 OF 4

DETAILED _____ MTL _____
 CHECKED _____ SWH _____

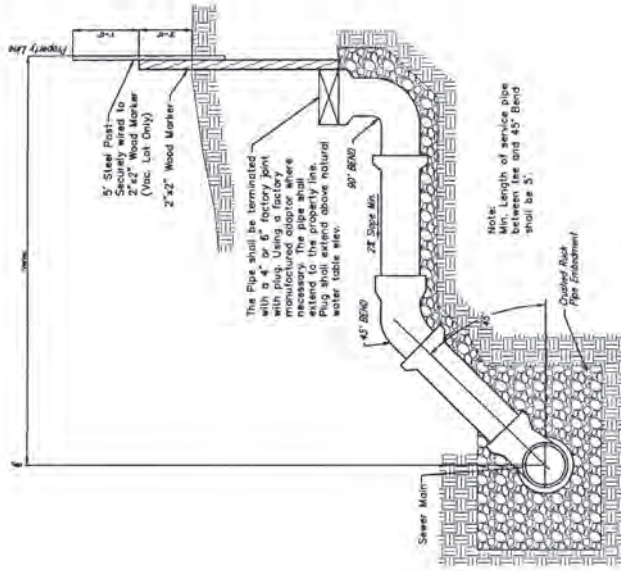


- NOTES:
1. CLEARANCE TOLERANCE OF PIPE JOINTS (NOT GASKETED ONLY) SHALL BE THE OUTSIDE DIAMETER OF THE PIPE PLUS 1/8\"/>
 2. THE SURFACE OF THE CONCRETE SHALL BE FINISHED TO A FINISH GRADE OF 1/4\"/>
 3. THE MINIMUM DISTANCE BETWEEN ANY TWO ADJACENT JOINTS SHALL BE 10 FEET.
 4. THE MINIMUM DISTANCE BETWEEN ANY TWO ADJACENT JOINTS SHALL BE 10 FEET.
 5. THE MINIMUM DISTANCE BETWEEN ANY TWO ADJACENT JOINTS SHALL BE 10 FEET.
 6. THE MINIMUM DISTANCE BETWEEN ANY TWO ADJACENT JOINTS SHALL BE 10 FEET.
 7. THE MINIMUM DISTANCE BETWEEN ANY TWO ADJACENT JOINTS SHALL BE 10 FEET.
 8. THE MINIMUM DISTANCE BETWEEN ANY TWO ADJACENT JOINTS SHALL BE 10 FEET.
 9. THE MINIMUM DISTANCE BETWEEN ANY TWO ADJACENT JOINTS SHALL BE 10 FEET.
 10. THE MINIMUM DISTANCE BETWEEN ANY TWO ADJACENT JOINTS SHALL BE 10 FEET.

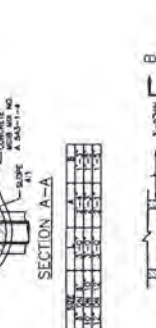
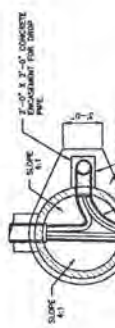


PIPE SUPPORT DETAIL
 (FROM GASKET DETAIL)

PRECAST DEVELOPED BASE MANHOLE
4'-0\"/>



MANHOLE - OUTSIDE DROPP
USE WITH ANY STANDARD MANHOLE



SECTION VIEW
 SHOWS SLOPE OF FLOW LINE OF PRECAST MANHOLE.

- NOTE 1:
 1. 2\"/>

CHATEAU PLACE 1st PLAT
RAYMORE, CASS COUNTY, MISSOURI

SANITARY SEWER DETAILS

REC-1 MISSOURI & CONCRETE INC.
 Consulting Engineers

SHEET 2 OF 2

DATE	BY	REVISIONS

DETAILED MTL
 CHECKED SWW



**CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM**

DATE: May 22, 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 3812: Madison Valley 2nd 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: May 16, 2023
Action/Vote: Approval, 8-0

LIST OF REFERENCE DOCUMENTS ATTACHED

Staff Report
Development Agreement
Final Plat Drawing

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

Bryan Rahn, representing Blue Springs Safety Storage, LLC, has requested final plat approval of the Madison Valley 2nd Plat, a 55-lot single family residential subdivision located north of 58 Highway, between Sunset Lane and the existing Madison Valley subdivision.

The Preliminary Plat for the proposed subdivision was provided a one-year extension by the City Council at their December 12, 2022 meeting.

The Planning and Zoning Commission voted 8-0 to recommend approval of this request at its May 16, 2023 meeting.

BILL 3812

ORDINANCE

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, APPROVING THE MADISON VALLEY 2ND FINAL PLAT, LOTS 175 THROUGH 229 AND TRACTS C THROUGH H, A SUBDIVISION OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 9, 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, has held a meeting to approve the dedication to the public use of any street or ground shown upon the plat; and,

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

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

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

Section 2. That the subdivision known as Estates at Madison Valley 2nd Plat, Lots 175 thru 229 and Tracts C thru H is hereby approved for the tract of land described below:

A TRACT OF LAND LOCATED IN THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 46 NORTH, RANGE 32 WEST, IN THE CITY OF RAYMORE, CASS COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTH HALF; THENCE ALONG THE WEST LINE OF SAID NORTH HALF, SOUTH 02°56'15" WEST, 19.59 FEET TO THE POINT OF BEGINNING;

THENCE FROM THE POINT OF BEGINNING AND ALONG A LINE 19.59 FEET SOUTH AND PARALLEL TO THE NORTH LINE OF SAID NORTH HALF, AND BEING ALONG THE WESTERLY EXTENSION OF THE SOUTH LINE OF MADISON CREEK THIRD PLAT, LOTS 104 THRU 149 AND TRACT E, A SUBDIVISION OF LAND AS RECORDED AT THE CASS COUNTY RECORDER OF DEEDS OFFICE, SOUTH 87°54'20" EAST, 718.37 FEET; THENCE LEAVING SAID EXTENSION LINE, SOUTH 20°28'34" WEST, 81.38 FEET; THENCE SOUTH 02°38'56" WEST, 133.67 FEET; THENCE SOUTH 08°55'13" WEST, 221.80 FEET, THENCE SOUTH 01°23'47" EAST, 142.76 FEET; THENCE SOUTH 25°08'58" WEST, 50.35 FEET; THENCE SOUTH 09°13'56" WEST, 50.00 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING AN INITIAL TANGENT BEARING OF NORTH 80°46'04" WEST, A RADIUS OF 175.00 FEET AND AN ARC LENGTH OF 11.67 FEET; THENCE SOUTH 15°30'00" WEST, 17.96 FEET; THENCE SOUTH 02°18'53" EAST, 31.88 FEET; THENCE SOUTH 09°27'56" WEST, 174.81 FEET; THENCE SOUTH 01°04'43" EAST, 234.12 FEET; THENCE SOUTH 19°43'34" WEST, 40.72 FEET; THENCE SOUTH 12°42'35" EAST, 145.99 FEET TO THE SOUTH LINE OF SAID NORTH HALF AND BEING A POINT ON THE NORTH LINE OF WEDGEWOOD MEADOWS, A SUBDIVISION OF

LAND AS RECORDED AT THE CASS COUNTY RECORDER OF DEEDS OFFICE; THENCE ALONG THE SOUTH LINE OF SAID NORTH HALF ALSO BEING THE NORTH LINE OF SAID WEDGEWOOD MEADOWS AND THE NORTH LINE OF THE SECOND REPLAT OF KIRBY ESTATES, A SUBDIVISION OF LAND AS RECORDED AT THE CASS COUNTY RECORDER OF DEEDS OFFICE, NORTH 87°34'38" WEST, 669.14 FEET TO THE SOUTHWEST CORNER OF SAID NORTH HALF; THENCE ALONG THE WEST LINE OF SAID NORTH HALF, NORTH 02°56'15" EAST, 1301.12 FEET, TO THE POINT OF BEGINNING AND CONTAINS 19.80 ACRES, MORE OR LESS.

Section 3. The Development Agreement between the City of Raymore, Missouri, and Blue Springs Safety Storage South, LLC is approved and the City Manager is authorized 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:

- Northeast corner of Wood Sage Court & Foxglove Lane
- Northeast corner of Red Clover Court & Foxglove Lane
- Southeast corner of Foxglove Lane & W. Heritage Drive
- Northeast corner of W. Heritage Drive & Sunset Lane
- Northwest corner of Wild Lupine Lane & W. Heritage Drive
- Northwest corner of Foxglove Lane & W. Heritage Drive

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 22ND DAY OF MAY, 2023.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 12TH DAY OF JUNE, 2023 BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Baker
Councilmember Barber
Councilmember Burke III
Councilmember Engert
Councilmember Forster
Councilmember Holman
Councilmember Townsend

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature



To: City Council
From: Planning and Zoning Commission
Date: May 22, 2023
Re: Case #23014 - Madison Valley 2nd Plat - Final Plat Lots 175 thru 229 and Tracts C, D, E, F, G & H

GENERAL INFORMATION

**Applicant/
Property Owner:** Tony Ward
Blue Springs Safety Storage South, LLC
1120 Eagles Ridge Blvd.
Grain Valley, MO 64029

Requested Action: Final Plat Approval, Madison Valley 2nd Plat - Final Plat

Property Location: Generally located east of future extension of Sunset Ln and north of N. Park Dr.



Site Photographs:



View looking east from Compass Health Network Parking Lot.



View looking north toward Madison Creek Subdivision from N. Park Dr. Terminus



View looking south from Mesa Ridge Dr. Terminus



View looking west from Heritage Dr. Terminus

Existing Zoning: “R-1.5” Single Family Residential District (6,500 sq ft)

Existing Surrounding Zoning: **North:** “R-1” Single-Family Residential District
South: “R-1” Single-Family Residential District
“PO” Professional Office District
East: “R-1” Single-Family Residential District
West: “R-1” Single-Family Residential District
“PR” Parks, Recreation and Public Use District

Existing Surrounding Uses: **North:** Single Family Residential and undeveloped
South: Single Family Residential and Compass Health Network
East: Single Family Residential
West: Undeveloped and Hawk Ridge Park

Total Tract Size: 19.80 Acres

Total Number of Lots: 55 Lots, 6 Tracts

Density – units per Acre: 2.77

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

Major Street Plan: The Major Thoroughfare Plan Map classifies future extension of Sunset Ln as a Minor Collector.

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 Madison Valley 2nd Plat – Lots 175 thru 229 and Tracts C, D, E, F, G & H

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 subject property was rezoned from “A” Agricultural District to “R-1” Single Family Residential District on April 9, 2001.
2. The Hawthorne Ridge Preliminary Plat was approved for the subject property on April 23, 2001. The Preliminary Plat proposed 190 lots on 71 acres. The preliminary plat expired on April 23, 2002 due to no final plat application ever being approved.
3. A request to reclassify the zoning of a portion of the subject property from R-1 to “R-3P” Multiple-Family Dwelling Planned District was withdrawn by the property owner in March of 2004.
4. The Preliminary Plat for Madison Valley Subdivision was initially approved on September 27, 2004. The plat contained 202 single-family lots. The preliminary plat expired on October 10, 2014.
5. The Madison Valley 1st Final Plat was approved on October 10, 2005. The 1st plat was constructed and contained 75 lots.
6. In 2009 an application was filed to reclassify the zoning designation of the north half of the 1st plat area from R-1 to “R-2” Single and Two-Family Residential District. The application was withdrawn on April 20, 2009.
7. On June 10, 2013 the City approved the reclassification of zoning of 65 of the lots in the 1st Final Plat area from R-1 to “R-1P” Single-Family Residential Planned District. The rezoning modified the side yard setback requirement from a minimum of ten feet down to ten percent of the lot width, with a minimum setback of five feet.
8. On October 11, 2021 the City Council approved the reclassification of zoning of the subject property from “R-1” Single-Family Residential District to “R-1.5” Single-Family Residential District (6,500 sq ft.)
9. On December 20, 2021 the City Council approved the Madison Valley Phase 2 preliminary plat. The plat contains 154 lots and was set to expire December 20, 2022.
10. The applicant requested an extension of the preliminary plat and the City Council voted to approve the request on December 12, 2022.

ENGINEERING DIVISION COMMENTS

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

STAFF COMMENTS

1. The current bulk and dimensional standards for the subject property is “R-1.5” Single-Family Residential District (6,500 sq ft.) is provided below.

R-1.5	
Minimum Lot Area (square feet)	6,500
Minimum Lot Width (feet)	60
Minimum Lot Depth (feet)	100
Yards, Minimum (feet)	
front	30
rear	30
side	7.5
side, exterior	15
Maximum Building Height (feet)	35
Maximum Building Coverage (%)	40

2. Five foot (5') sidewalks will be required to be installed on lots and common areas within this subdivision. A five foot (5') sidewalk is required to be installed on the east side of the future extension of Sunset Ln. This will be installed as part of the construction of Sunset Lane.
3. Parkland dedication is required for this property; the Park Board has already approved the fee-in-lieu payment in the amount of \$120,183.90 (\$780.41 per lot).
4. The proposed development is located within the territorial area of the City of Raymore and shall be served by the City.
5. According to the MOU, there were three phases to this proposed development. This would be the 1st phase as it is located west of the Stream buffer. The phasing can only be changed by amending the MOU (Memorandum of Understanding).
6. A landscape buffer plan was required with the submittal of this final plat. City Staff has reviewed the proposed plan and it does comply with the UDC.

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 final plat is substantially the same as the Preliminary Development Plan and Memorandum of Understanding. Roadway alignments and lot configurations generally remain the same.

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	May 16, 2023	May 22, 2023	June 12, 2023

STAFF RECOMMENDATION

Staff recommends that the Planning and Zoning Commission accept the staff proposed findings of fact and forward Case #23014 Madison Valley 2nd Plat - Final Plat; Lots 175 thru 229 and Tracts C, D, E, F, G, & H to the City Council with a recommendation of approval subject to the following conditions:

- Rename Heritage Dr. to W. Heritage Dr.
- Rename Foxlove Ln. to Foxglove Ln. as per the approved preliminary plat.

PLANNING AND ZONING RECOMMENDATION 5/16/2023

At its May 16, 2023 meeting, the Planning and Zoning Commission voted 8-0 to accept the proposed findings of fact and forward Case # 23014 Madison Valley 2nd Plat - Final Plat to the City Council with a recommendation of approval subject to the following conditions:

- Rename Heritage Dr. to W. Heritage Dr.
- Rename Foxlove Ln. to Foxglove Ln. as per the approved preliminary plat.



Development Agreement

For

Madison Valley 2nd Plat

Lots 175 thru 229, Tracts C thru H

Legal Description Contained on Pages 2-3

**Between Blue Springs Safety Storage South, LLC,
Grantor,**

and

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

June 12, 2023

DEVELOPMENT AGREEMENT

THIS AGREEMENT, MADE THIS **12th day of June, 2023** by and between, **Between Blue Springs Safety Storage South, LLC** 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 **Madison Valley 2nd Plat, Lot 175 thru 229, and Tracts C thru H** 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: **Madison Valley 2nd Plat, Lot 175 thru 229, and Tracts C thru H**

A TRACT OF LAND LOCATED IN THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 46 NORTH, RANGE 32 WEST, IN THE CITY OF RAYMORE, CASS COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTH HALF; THENCE ALONG THE WEST LINE OF SAID NORTH HALF, SOUTH 02°56'15" WEST, 19.59 FEET TO THE POINT OF BEGINNING;

THENCE FROM THE POINT OF BEGINNING AND ALONG A LINE 19.59 FEET SOUTH AND PARALLEL TO THE NORTH LINE OF SAID NORTH HALF, AND BEING ALONG THE WESTERLY EXTENSION OF THE SOUTH LINE OF MADISON CREEK THIRD PLAT, LOTS 104 THRU 149 AND TRACT E, A SUBDIVISION OF LAND AS RECORDED AT THE CASS COUNTY RECORDER OF DEEDS OFFICE, SOUTH 87°54'20" EAST, 718.37 FEET; THENCE LEAVING SAID EXTENSION LINE, SOUTH 20°28'34" WEST, 81.38 FEET; THENCE SOUTH 02°38'56" WEST, 133.67 FEET; THENCE SOUTH 08°55'13" WEST, 221.80 FEET, THENCE SOUTH 01°23'47" EAST, 142.76 FEET; THENCE SOUTH 25°08'58" WEST, 50.35 FEET; THENCE SOUTH 09°13'56" WEST, 50.00 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING AN INITIAL TANGENT BEARING OF NORTH 80°46'04" WEST, A RADIUS OF 175.00 FEET AND AN ARC LENGTH OF 11.67 FEET; THENCE SOUTH 15°30'00" WEST, 17.96 FEET; THENCE SOUTH 02°18'53" EAST, 31.88 FEET; THENCE SOUTH 09°27'56" WEST, 174.81 FEET; THENCE SOUTH 01°04'43" EAST, 234.12 FEET; THENCE SOUTH 19°43'34" WEST, 40.72 FEET; THENCE SOUTH 12°42'35" EAST, 145.99 FEET TO THE SOUTH LINE OF SAID NORTH HALF AND BEING A POINT ON THE NORTH LINE OF WEDGEWOOD MEADOWS, A SUBDIVISION OF LAND AS RECORDED AT THE CASS COUNTY RECORDER OF DEEDS OFFICE; THENCE ALONG THE SOUTH LINE OF SAID NORTH HALF ALSO BEING THE NORTH LINE OF SAID WEDGEWOOD MEADOWS AND THE NORTH LINE OF THE SECOND REPLAT OF KIRBY ESTATES, A SUBDIVISION OF LAND AS RECORDED AT THE CASS COUNTY RECORDER OF DEEDS OFFICE, NORTH 87°34'38" WEST, 669.14 FEET TO THE SOUTHWEST CORNER OF SAID NORTH HALF; THENCE ALONG THE WEST LINE OF SAID

NORTH HALF, NORTH 02°56'15" EAST, 1301.12 FEET, TO THE POINT OF BEGINNING AND CONTAINS 19.80 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 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.
5. 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.
6. 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.
7. 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.

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.

5. A Stormwater Maintenance Agreement shall be submitted addressing the perpetual maintenance of all stormwater management infrastructure.

6. The Sub-divider acknowledges that the completion of Sunset Lane, a 2020 General Obligation Bond project to be completed by the City, is an ongoing project such that it may cause delays in the completion to allow for access into the Madison Valley 2nd Plat via the proposed connection to Heritage Drive. A connection to the existing Heritage Drive to the east within the Madison Valley 1st Plat may be required to provide full access into the subdivision following the acceptance of the improvements described herein.

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 **Madison Valley 2nd Plat, Lot 175 thru 229, and Tracts C thru H** is **\$42,922.55 (Forty Two Thousand Nine-Hundred and Twenty-Two Dollars and Fifty-Five cents)**, a rate of **780.41 (Seven Hundred and Eighty dollars and Forty-One cents)** per platted lot. The fee-in-lieu shall be paid at the time of recording of the plat as contained within this agreement.

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.

STREAM BUFFER

1. The Sub-divider agrees that no land disturbance activities or removal of any trees shall occur within the stream buffer area except for:

- a. work to install the necessary outlet structures for the stormwater detention facilities; or
- b. work to install any utility infrastructure; or
- c. work to install a road crossing.

2. Construction fencing or a similar barrier shall be installed to discourage

construction equipment and activity from occurring within the stream buffer area and to provide protection for existing tree canopy

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 agrees to install a five-foot (5') sidewalk along the perimeter of Common Area Tract C (detention basin) as part of the public improvements for this phase of development.
3. The Sub-divider agrees to install a five-foot (5') sidewalk within Common Area Tract D (detention basin), as the time a home is constructed on Lot 179, or Lot 180, whichever shall occur first.
4. The Sub-divider agrees to install a five-foot (5') sidewalk within Common Area Tracts G and H (stream buffer) as part of the public improvements for this phase of development.
5. The Sub-divider agrees to install landscape buffers within the common area tracts identified as Tract E and Tract F along Sunset Lane. Due to the delayed construction of Sunset Lane, the City and Sub-divider agree to delay the installation of the required landscape buffer within the common area tracts described above until the installation of improvements for Phase 3 of the development, or 6 months after the completion of Sunset Lane, whichever shall occur sooner.
6. The Sub-divider agrees to install a barricade, or other appropriate measures to prevent any construction traffic from utilizing Park Drive to access the subdivision during construction of the subdivision. Such measures shall remain until the City accepts Park Drive as part of the public improvements for Phase 3.
7. The City agrees to install the required five-foot (5') sidewalk along the east side of Sunset Lane as part of the construction of Sunset Lane.

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. The covenants herein shall run with the land described in this agreement and shall be binding and ensure to the benefit of the parties hereto and their successors or assigns and on any future and subsequent purchasers.

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. This agreement shall be recorded by the Sub-divider and its covenants shall run with the land and shall bind the parties, their assigns and successors in interest and title.

6. 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.

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

8. 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.

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:

If to Blue Springs Safety Storage South LLC. at:

City Manager
100 Municipal Circle
Raymore, MO 64083

‰:Tony Ward
1120 NE Eagle Ridge Blvd.
Grain Valley, MO 64029

11. The Sub-divider acknowledges that this plat will expire within one year of the date the Raymore City Council approves an ordinance approving **Madison Valley 2nd Plat, Lot 175 thru 229, and Tracts C thru H**; 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 **Madison Valley 2nd Plat, Lot 175 thru 229, and Tracts C thru H**.

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

(SEAL)

THE CITY OF RAYMORE, MISSOURI

Jim Feuerborn, City Manager

Attest:

Erica Hill, City Clerk

[Handwritten Signature]

Sub-divider - Signature

Anthony R. Ward - member

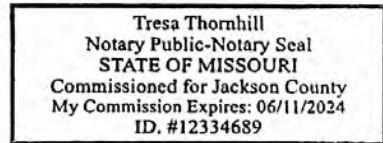
Printed Name

Sub-divider - Signature

Printed Name

Subscribed and sworn to me on this
the 1st day of June 2023
in the County of Jackson,
State of Missouri.

Stamp:



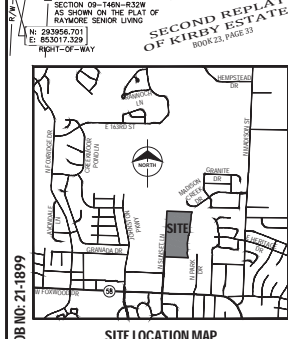
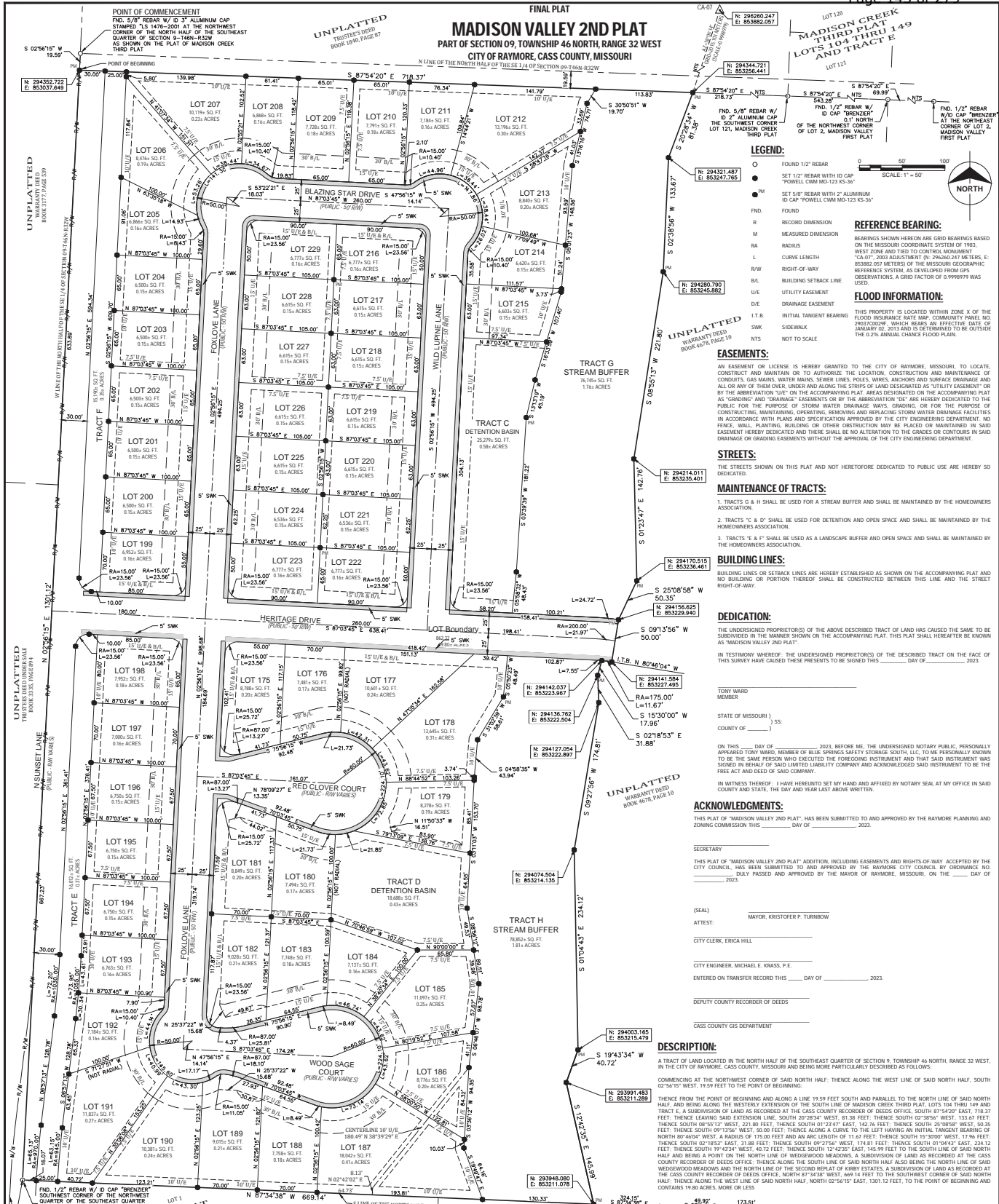
Notary Public: *Tresa Thornhill*
My Commission Expires: 06/11/2024

Attachment A

FEE SCHEDULE FOR MADISON VALLEY 2ND PLAT

ATTACHMENT A - DEVELOPMENT FEE SCHEDULE			
FEE CALCULATION FOR [MADISON VALLEY PHASE II]			
Total Cost for New Public Improvements		\$ 1,871,279.00	
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	<p>Land Disturbance Permit Fee. [455.010B] 01-00-4170-0000 If fee paid prior to recording of plat, receipt # _____ *must be paid prior to issuance of a land disturbance permit</p>	\$ -	[PAID]
2	<p>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# _____ *must be paid prior to issuance of a land disturbance permit</p>	\$ -	[PAID]
2a	<p>Additional Erosion Control Financial Security: (The remaining deposit above the first \$5,000 due can be paid in cash) [455.010F]: (19.8 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: _____ *must be paid prior to issuance of a land disturbance permit</p>	\$ -	[PAID]
3	<p>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 *must be paid prior to issuance of a construction permit</p>	\$ 18,712.79	[PAID] 4/28/23
4	<p>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 *must be paid prior to issuance of a construction permit</p>	\$ 93,563.95	[PAID] 4/28/23
5	<p>Emergency Outdoor Warning Siren Fee: \$9.00 per acre (19.8 acres) [Schedule of Fees and Charges] 01-00-4185-0000 *must be paid prior to recording of the final plat</p>	\$ 178.20	
6	<p>Parkland Dedication Fee in Lieu 27-00-4705-0000 *must be paid prior to recording of the final plat</p>	\$ 42,922.55	
TOTAL FEES TO BE PAID PRIOR TO RECORDING PLAT [5] [6]		\$ 43,100.75	
TOTAL FEES TO BE PAID PRIOR TO ISSUANCE OF A LAND DISTURBANCE PERMIT [1] [2] [2a]		\$ -	
TOTAL FEES TO BE PAID PRIOR TO ISSUANCE OF A CONSTRUCTION PERMIT FOR PUBLIC IMPROVEMENTS [3] [4]		\$ 112,276.74	[PAID] 4/28/23

MADISON VALLEY 2ND PLAT
PART OF SECTION 09, TOWNSHIP 46 NORTH, RANGE 32 WEST
CITY OF RAYMORE, CASS COUNTY, MISSOURI



NOTES:
1. THE "CERTIFY" OR "CERTIFICATION" AS SHOWN AND IDEED HEREON MAKES AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THE FACTS OF THE SURVEY AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EXPRESSED OR IMPLIED.
2. THE RECORD SOURCE OF THE SUBJECT PREMISES IS RECORDED AS MISSOURI DOCUMENT NO. 202109048 OF THE CASS COUNTY, MISSOURI RECORDS.
3. EVERY DOCUMENT OF RECORD REVIEWED AND CONSIDERED AS PART OF THIS SURVEY IS NOTED HEREON, ONLY THE DOCUMENTS NOTED HEREON WERE SUPPLIED TO THE SURVEYOR. THERE MAY EXIST OTHER DOCUMENTS OF RECORD WHICH WOULD AFFECT THIS PROPERTY.
4. THE LOCATION AND / OR EXISTENCE OF UTILITY SERVICE LINES TO THE PROPERTY SURVEYED ARE UNKNOWN AND ARE NOT SHOWN.
5. NO ATTEMPT HAS BEEN MADE AS PART OF THIS BOUNDARY SURVEY TO OBTAIN OR SHOW DATA CONCERNING EXISTENCE, SIZE, DEPTH, CONDITION, CAPACITY, OR LOCATION OF ANY UTILITY OR MUNICIPAL / PUBLIC SERVICE FACILITY. FOR INFORMATION REGARDING THESE UTILITIES PLEASE CONTACT THE APPROPRIATE AGENCIES OR OTHER SURVEYORS.
6. A 1/2" REBAR WITH ID CAP "POWELL CMM MD-123 KS-36" WILL BE SET AT ALL PROPERTY CORNERS AND A CHIEFED PLUS MARKED AT THE BACK OF CURB ALONG THE EXTENSION OF ALL LOT LINES AFTER COMPLETION OF CONSTRUCTION BUT NO LATER THAN 12 MONTHS AFTER RECORDING OF THIS PLAT.
7. PLAT CONTAINS A TOTAL AREA OF 19.80+ ACRES.
8. THE OWNER OF ANY UNDEVELOPED LOT WITHIN THE SUBDIVISION OR IMPROVEMENT PHASE SHALL BE REQUIRED TO CONSTRUCT A SIDEWALK ON THAT LOT WHEN:
(a) 60% OR MORE OF THE LOTS ON THE SAME SIDE OF THE STREET IN THE SAME BLOCK ALREADY HAVE A SIDEWALK; AND
(b) IT HAS BEEN 3 YEARS FROM THE DATE THE FIRST CERTIFICATE OF OCCUPANCY WAS ISSUED IN THE SUBDIVISION OR IMPROVEMENT PHASE THAT CONTAINS THE UNDEVELOPED LOT.

LEGEND:
● FOUND 1/2" REBAR
● SET 1/2" REBAR WITH ID CAP "POWELL CMM MD-123 KS-36"
○ SET 5/8" REBAR WITH 2" ALUMINUM ID CAP "POWELL CMM MD-123 KS-36"
○ FOUND
○ RECORD DIMENSION
○ MEASURED DIMENSION
○ RA RADIUS
○ L CURVE LENGTH
○ R/W RIGHT-OF-WAY
○ B/L BUILDING SETBACK LINE
○ U/E UTILITY EASEMENT
○ D/E DRAINAGE EASEMENT
○ I.T.B. INITIAL TANGENT BEARING
○ SWK SIDEWALK
○ NTS NOT TO SCALE

REFERENCE BEARING:
BEARINGS SHOWN HEREON ARE GRID BEARINGS BASED ON THE MISSOURI COORDINATE SYSTEM OF 1983, WEST ZONE AND TIED TO CONTROL MONUMENT "CA-07", 2003 ADJUSTMENT (N 24626.247 METERS, E 80302.000 METERS) OF THE MISSOURI GEOGRAPHIC REFERENCE SYSTEM AS DEVELOPED FROM GPS OBSERVATIONS, A GRID FACTOR OF 0.999979 WAS USED.

FLOOD INFORMATION:
THIS PROPERTY IS LOCATED WITHIN ZONE X OF THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 290320020F, WHICH BEARS AN EFFECTIVE DATE OF JANUARY 30, 2013 AND IS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOOD PLAIN.

EASEMENTS:
AN EASEMENT OR LICENSE IS HEREBY GRANTED TO THE CITY OF RAYMORE, MISSOURI, TO LOCATE, CONTRACT AND MAINTAIN OR TO AUTHORIZE THE LOCATION, CONSTRUCTION AND MAINTENANCE OF CONCRETE GAS MAINS, WATER MAINS, SEWER LINES, POLES, WIRES, ANCHORS AND SURFACE DRAINAGE AND ALL OR ANY OF THEM OVER, UNDER AND ALONG THE STRIPS OF LAND DESIGNATED AS "UTILITY EASEMENT" OR BY THE ABBREVIATION "U/E" ON THE ACCOMPANYING PLAT. AREAS DESIGNATED ON THE ACCOMPANYING PLAT AS "GRADING AND DRAINAGE" EASEMENTS OR BY THE ABBREVIATION "G/D" ARE HEREBY DEDICATED TO THE PUBLIC FOR THE PURPOSE OF STORM WATER DRAINAGE, GRADING, OR FOR THE PURPOSE OF CONSTRUCTING, MAINTAINING, OPERATING, REPAIRING AND REPLACING SUCH WATER FACILITIES IN ACCORDANCE WITH PLANS AND SPECIFICATION APPROVED BY THE CITY ENGINEERING DEPARTMENT. NO FENCE, WALL, PLANTING, BUILDING OR OTHER OBSTRUCTION MAY BE PLACED OR MAINTAINED BY SAID EASEMENT HEREBY DEDICATED AND THERE SHALL BE NO ALTERATION TO THE GRADERS OR CONTOURS IN SAID DRAINAGE OR GRADING EASEMENTS WITHOUT THE APPROVAL OF THE CITY ENGINEERING DEPARTMENT.

STREETS:
THE STREETS SHOWN ON THIS PLAT AND NOT HERETOFORE DEDICATED TO PUBLIC USE ARE HEREBY SO DEDICATED.

MAINTENANCE OF TRACTS:
1. TRACTS G & H SHALL BE USED FOR A STREAM BUFFER AND SHALL BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
2. TRACTS "C" & "D" SHALL BE USED FOR DETENTION AND OPEN SPACE AND SHALL BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
3. TRACTS "E" & "F" SHALL BE USED AS A LANDSCAPE BUFFER AND OPEN SPACE AND SHALL BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION.

BUILDING LINES:
BUILDING LINES OR SETBACK LINES ARE HEREBY ESTABLISHED AS SHOWN ON THE ACCOMPANYING PLAT AND NO BUILDING OR PORTION THEREOF SHALL BE CONSTRUCTED BETWEEN THIS LINE AND THE STREET RIGHT-OF-WAY.

DEDICATION:
THE UNDERSIGNED PROPRIETOR(S) OF THE ABOVE DESCRIBED TRACT OF LAND HAS CAUSED THE SAME TO BE SUBMITTED TO THE MAYOR AND CITY COUNCIL OF THE CITY OF RAYMORE, MISSOURI, FOR DEDICATION AS "MADISON VALLEY 2ND PLAT".
IN TESTIMONY WHEREOF, THE UNDERSIGNED PROPRIETOR(S) OF THE DESCRIBED TRACT ON THE FACE OF THIS SURVEY HAS CAUSED THESE PRESENTS TO BE SIGNED THIS _____ DAY OF _____ 2023.

TOWNSHIP MEMBER
STATE OF MISSOURI
COUNTY OF _____
ON THIS _____ DAY OF _____ 2023, BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED _____ MEMBER OF THE _____ BLUE SPRINGS SAFETY FIRE DEPARTMENT, WHO PERSONALLY KNOWING TO BE THE SAME PERSON WHO EXECUTED THE FOREGOING INSTRUMENT AND THAT SAID INSTRUMENT WAS SIGNED IN BEHALF OF SAID LIMITED LIABILITY COMPANY AND ACKNOWLEDGED SAID INSTRUMENT TO BE THE FREE AND VOLUNTARY ACT AND DEED OF SAID COMPANY.
IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED BY NOTARY SEAL AT MY OFFICE IN SAID COUNTY AND STATE, THE DAY AND YEAR LAST ABOVE WRITTEN.

ACKNOWLEDGMENTS:
THIS PLAT OF "MADISON VALLEY 2ND PLAT" HAS BEEN SUBMITTED TO AND APPROVED BY THE RAYMORE PLANNING AND ZONING COMMISSION THIS _____ DAY OF _____ 2023.

SECRETARY
THIS PLAT OF "MADISON VALLEY 2ND PLAT" ADDITION, INCLUDING EASEMENTS AND RIGHTS-OF-WAY ACCEPTED BY THE CITY COUNCIL, HAS BEEN SUBMITTED TO AND APPROVED BY THE RAYMORE CITY COUNCIL BY ORDINANCE NO. _____ DAILY PASSED AND APPROVED BY THE MAYOR OF RAYMORE, MISSOURI, ON THE _____ DAY OF _____ 2023.
(SEAL)
ATTEST: MAYOR, KRISTOPHER P. TURNBOW
CITY CLERK, ERICA LIND
CITY ENGINEER, MICHAEL E. KRASS, P.E.
ENTERED ON TRANSFER RECORD THIS _____ DAY OF _____ 2023.
DEPUTY COUNTY RECORDER OF DEEDS
CASS COUNTY GIS DEPARTMENT

DESCRIPTION:
A TRACT OF LAND LOCATED IN THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 46 NORTH, RANGE 32 WEST, IN THE CITY OF RAYMORE, CASS COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHWEST CORNER OF SAID NORTH HALF; THENCE ALONG THE WEST LINE OF SAID NORTH HALF, SOUTH 02°56'31" WEST, 19.97 FEET TO THE POINT OF BEGINNING;
THENCE FROM THE POINT OF BEGINNING AND ALONG A LINE 19.97 FEET SOUTH AND PARALLEL TO THE NORTH LINE OF SAID NORTH HALF AND BEING ALONG THE WESTERLY EXTENSION OF THE SOUTH LINE OF MADISON CREEK THIRD PLAT, LOTS 100 THRU 149 AND TRACT E, AS RECORDED AT THE CASS COUNTY RECORDER OF DEEDS OFFICE, SOUTH 27°04'00" EAST, 718.37 FEET; THENCE LEAVING SAID EXTENSION LINE, SOUTH 20°28'34" WEST, 81.38 FEET; THENCE SOUTH 02°56'31" WEST, 13.67 FEET; THENCE SOUTH 02°56'31" WEST, 231.80 FEET; THENCE SOUTH 27°23'47" EAST, 142.16 FEET; THENCE SOUTH 19°08'58" WEST, 50.35 FEET; THENCE SOUTH 09°13'56" WEST, 50.00 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING AN INITIAL TANGENT BEARING OF NORTH 48°01'48" EAST, A RADIUS OF 170.00 FEET AND AN ARC LENGTH OF 113.87 FEET; THENCE SOUTH 19°20'50" WEST, 17.96 FEET; THENCE SOUTH 02°18'37" EAST, 31.88 FEET; THENCE SOUTH 09°27'56" WEST, 174.81 FEET; THENCE SOUTH 19°42'34" WEST, 40.72 FEET; THENCE SOUTH 12°42'25" EAST, 145.99 FEET TO THE SOUTH LINE OF SAID NORTH HALF AND BEING A POINT ON THE NORTH LINE OF WEDGEWOOD MEADOWS, A SUBDIVISION OF LAND AS RECORDED AT THE CASS COUNTY RECORDER OF DEEDS OFFICE; THENCE ALONG THE SOUTH LINE OF SAID NORTH HALF ALSO BEING THE NORTH LINE OF SAID WEDGEWOOD MEADOWS AND THE NORTH LINE OF THE SECOND REPLAT OF KIRBY ESTATES, A SUBDIVISION OF LAND AS RECORDED AT THE CASS COUNTY RECORDER OF DEEDS OFFICE, NORTH 87°34'38" WEST, 649.14 FEET TO THE SOUTHWEST CORNER OF SAID NORTH HALF; THENCE ALONG THE WEST LINE OF SAID NORTH HALF, NORTH 02°56'31" WEST, 1305.12 FEET TO THE POINT OF BEGINNING AND CONTAINS 19.80 ACRES OR MORE OR LESS.

REVISIONS:
06/05/2023
PREPARED FOR: MADISON VALLEY 2ND PLAT
1120 EAGLE RIDGE BLVD
GRAIN VALLEY, MO 64029

FINAL PLAT:
MADISON VALLEY 2ND PLAT
PART OF SECTION 09, TOWNSHIP 46 NORTH, RANGE 32 WEST
CITY OF RAYMORE, CASS COUNTY, MISSOURI

1. I HEREBY CERTIFY THAT THIS FINAL PLAT IS BASED ON AN ACTUAL SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION AND THAT SAID SURVEY MEETS OR EXCEEDS CURRENT MISSOURI STANDARDS FOR PROPERTY BOUNDARY SURVEYS AS ESTABLISHED BY THE MISSOURI BOARD FOR ARCHITECTS, PROFESSIONAL ENGINEERS AND LAND SURVEYORS (THE DEPARTMENT OF AGRICULTURE, LAND SURVEY PROGRAM OF THE STATE OF MISSOURI).

3815 Sun Belt Dr., Bldg. 1
Independence, MO 64220
816.337.4000 | jpo@poell.com
MS 110 | L 431
MS 4 | L 261
MS 13 | L 316

POWELL
ARCHITECTURE/ENGINEERING/SURVEYING

REVIEW

DATE	JOB NO.	FIELD BY	DRAWING	CHECKED BY	CLASSIFICATION	SHEET NO.
03/28/2023	21-1899	KAM/DG	WDE	CR	URBAN	101 F



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: May 22, 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 type="checkbox"/> Agreement	<input type="checkbox"/> Discussion	<input type="checkbox"/> Other	

TITLE / ISSUE / REQUEST

Bill 3813: Johnston Drive Street Plat/Right of Way

STRATEGIC PLAN GOAL/STRATEGY

2.2.2: Create and maintain a well-connected transportation network

FINANCIAL IMPACT

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

PROJECT TIMELINE

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

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission: Planning and Zoning Commission
Date: May 16, 2023
Action/Vote: Approval, 9-0

LIST OF REFERENCE DOCUMENTS ATTACHED

Staff Report
Final Plat Drawing

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

The 2020 voter-approved General Obligation Bond Issue included funding for the extension of Johnston Drive from its current terminus south of Benton House east to its intersection with Dean Avenue.

The City desires to move forward with the construction of the proposed road segment ahead of any development activity on the adjacent properties. Current land owner Hunt Midwest Real Estate has agreed to dedicate the required right-of-way to the City at this time to allow for the construction of the project.

The Planning Commission vote 9-0 to recommend approval of this request at its May 16, 2023 meeting.

BILL 3813

ORDINANCE

“AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, APPROVING THE JOHNSTON DRIVE STREET PLAT, AND ACCEPTING THE RIGHT OF WAY FOR APPROXIMATELY 0.94 ACRES OF LAND FOR THE EXTENSION OF JOHNSTON DRIVE LOCATED IN THE SOUTHEAST QUARTER OF SECTION 18, 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, has held a meeting to approve the dedication to the public use of any street or ground shown upon the plat; and,

WHEREAS, the voters of Raymore approved the 2020 General Obligation Bond Issuance, which included funding for the extension of Johnston Drive from its current terminus east to connect to Dean Avenue; and,

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

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

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

Section 2. That the subdivision known as Johnston Drive Street Plat is hereby approved for the tract of land described below:

A tract of land lying in the Southeast One-Quarter of Section 18, Township 46 North, Range 32 West of the 5th Principal Meridian in Raymore, Cass County, Missouri, being more particularly described as follows:

Commencing at the Northeast corner of the said Southeast One-Quarter; thence along the North line of said Southeast One-Quarter, North 86 degrees 31 minutes 30 seconds West, a distance of 209.20 feet; thence South 00 degrees 07 minutes 02 seconds East, a distance of 5.52 feet to the Northwest of Johnston Drive right-of-way as now established, said point being the Point of Beginning; thence along the West line of said right-of-way, continuing South 00 degrees 07 minutes 02 seconds East, a distance of 60.00 feet to a point of curvature; thence along a curve to the left, having an initial tangent bearing of South 89 degrees 52 minutes 59 seconds West, a radius of 1170.00 feet, a central angle of 19 degrees 18 minutes 02 seconds and an arc length of 394.13 feet; thence South 70 degrees 34 minutes 56 seconds West, a distance of 139.34 feet; thence South 70 degrees 36 minutes 24 seconds West, a distance of 139.36 feet to the Southeast corner of Johnston Drive right-of-way as platted in Benton House of Raymore, a subdivision of land

recorded in book 00022 at page 0017 in the Cass County recorder of deeds; thence along the East line of said right-of-way North 19 degrees 24 minutes 52 seconds West, a distance of 60.00 feet to the Northeast corner thereof; thence North 70 degrees 36 minutes 24 seconds East, a distance of 139.35 feet; thence North 70 degrees 34 minutes 56 seconds East, a distance of 139.34 feet to a point of curvature; thence along a curve to the right being tangent to the previous course and having a radius of 1230.00 feet, a central angle of 19 degrees 18 minutes 02 seconds and an arc length of 414.34 feet to the Point of Beginning, and containing 0.9407 acres, more or less.

Section 3. Traffic Control Signage. The following stop signs shall be established within the City of Raymore:

- Dean Avenue & Johnston Drive, at the southwest corner.

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

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

DULY READ THE FIRST TIME THIS 22ND DAY OF MAY, 2023.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 12TH DAY OF JUNE, 2023 BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Baker
Councilmember Barber
Councilmember Burke III
Councilmember Engert
Councilmember Forster
Councilmember Holman
Councilmember Townsend

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature



To: City Council
From: Dylan M. Eppert, City Planner
Date: Planning and Zoning Commission
Re: Case #23016 - Johnston Dr. Extension - Final Plat

GENERAL INFORMATION

**Applicant/
Property Owner:** Brenner Holland
Hunt Midwest Real Estate Development, Inc.
8300 NE Underground Dr.
Kansas City, MO 64161

Requested Action: Final Plat Approval, Johnston Dr. Extension

Property Location: west of Dean Ave. and east of Johnston Dr. terminus



Site Photographs:



View looking east along Hampstead Drive (Future Extension in background)



View looking east from Johnston Dr. terminus near Benton House

Road Class: Local Road

Existing Surrounding Zoning: **North:** “R-3AP” Multiple-Family Residential Planned District.
South: “PUD” Planned Unit Development
East: “R-1P” Single-Family Residential Planned District
West: Interstate 49

Existing Surrounding Uses: **North:** Senior Living Facility and undeveloped land
South: Undeveloped land
East: Single Family Residential and Undeveloped land.
West: Interstate 49

Total Tract Size: 0.9407 Acres

Growth Management Plan: The Future Land Use Plan Map contained in the Growth Management Plan identifies the area north of the proposed road extension as appropriate for high-density residential and the property to the south as appropriate for low-density residential development.

Major Street Plan: The Major Thoroughfare Plan Map classifies Johnston Dr. as a Local Rd. and Dean Ave. is classified as a Minor Arterial road.

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 Johnston Dr. Extension – Final Plat

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

PREVIOUS ACTIONS ON OR NEAR THE PROPERTY

1. On January 26, 2004, an application to rezone the entirety of the Timber Trails development from its previous “A” and “M-1” zoning designations to R-1P and R-3P zoning designations was approved by the City Council.

2. On February 9, 2004, a preliminary plat for the area including the subject property and the area that is now the location of Benton House, was approved to include 336 townhome units.
 - a. Of the remaining undeveloped portion of the preliminary plat, 268 townhomes remain approved, but unbuilt.
3. The first final plat for the Timber Trails townhome development was approved on February 14, 2005, and included 17 buildings, containing a total of 68 townhome units, all of which have been constructed.
4. In 2007, Hunt Midwest Development and the Yarco Company appeared at a City Council Work Session for a proposal to develop a mixed-use, mixed-income development on the subject property, which would have been partially financed with Missouri Housing Development Commission Low-Income Housing Tax Credits. The City Council and community expressed overwhelming opposition to the proposal, and a development application was never filed with the City.
5. With the adoption of the Unified Development Code, the zoning classification was converted from "R-3P" to "R-3AP" on January 1, 2009.
6. In December of 2008, Hunt Midwest Real Estate, filed a joint-application with the Dalmark Group to request Preliminary Plat approval for this portion of the Timber Trails development to allow for the construction of a 340-unit apartment development. On August 10, 2009, the City Council approved the request to allow for the proposed apartment development. No development applications were ever submitted to the City for this project. Staff determined that the Preliminary Plat for this portion of the development expired due to the lack of a submittal of a final plat application in accordance with the Unified Development Code.
 - a. The application for this development was filed prior to the adoption of the Unified Development Code on January 1, 2009. This secured their right to build an apartment community on the property under the R-3A Multiple-Family Residential zoning. Apartment uses are restricted to the R-3B zoning district under the current zoning code.
7. The City Council has approved extensions to the Preliminary Plat in 2007, 2009, 2011, 2013, 2016, and 2020.
8. At its August 11, 2014 meeting City Council approved a conditional use permit for a senior living facility (Benton House) to be located southwest of the subject property. On September 2, 2014, the Planning and Zoning Commission approved the Benton House of Raymore Site Plan.
9. On April 25, 2022, the City Council approved the PUD rezoning and Preliminary Development Plan for Allera, a 170-lot detached single family development, that also included a 9-unit live/work attached single family

component. No applications have been submitted for this property to date.

10. The applicant, Griffin Riley Property Group, originally submitted a PUD rezoning request for this property in October of 2021. Upon initial review of the application, and further discussion with City staff, the applicant requested to place the application on hold. The application expired in accordance with the Unified Development Code.
11. The Timber Trails 3rd Plat, located to the southeast of the subject property, was approved by the City Council on September 26, 2022. This was the most recent development within the Timber Trails area.

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. On August 4, 2020 the Citizens of Raymore voted to approve General Obligation bonds (GO Bonds) that earmarked construction of Johnston Dr. starting at the east terminus of Johnston Dr. and proceeding west to Dean Ave. This proposal would complete the Johnston Dr. connection between S. Outer Rd. and S. Dean Ave.

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 final plat is substantially the same as the Preliminary Development Plan and Memorandum of Understanding for the Allera subdivision. Roadway alignments generally remain the same.

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	May 16, 2023	May 22, 2023	June 12, 2023

STAFF RECOMMENDATION

Staff recommends that the Planning and Zoning Commission accept the staff proposed findings of fact and forward Case #23016 Johnston Dr. Extension - Final Plat to the City Council with a recommendation for approval.

PLANNING AND ZONING RECOMMENDATION 5/16/2023

At its May 16, 2023 meeting, the Planning and Zoning Commission voted 9-0 to accept the staff proposed findings of fact and forwards Case # 23016 Johnston Dr. Extension - Final Plat to the City Council with a recommendation of approval.



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: May 22, 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 type="checkbox"/> Agreement	<input type="checkbox"/> Discussion	<input type="checkbox"/> Other	

TITLE / ISSUE / REQUEST

Bill 3811: Quitclaim deed for Brookside Tenth Tract AA

STRATEGIC PLAN GOAL/STRATEGY

2.2.3: Value and protect natural resources and green spaces

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

Map
Quitclaim Deed

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

The Brookside 10th Final Plat, originally approved in 2014, reserved a tract of land at the southern end of Cedar Ridge Drive (Tract Y) for a parking lot and neighborhood park. The Parks and Recreation Board subsequently determined that the neighborhood would be better served by having a trail head park constructed along Bristol Drive, within common area Tract X.

In 2020, Council approved a replat of common area Tract Y in the Brookside subdivision. The Replat of Tract Y established a new common area tract described as Tract AA. Tract AA was created after discussion with the Brookside Homes Association (HOA). The HOA desires to maintain control on the use of Tract AA and will assume maintenance responsibilities.

Bill 3811 authorizes transfer of Brookside Tenth Tract AA to the Brookside Homeowners Association.

BILL 3811

ORDINANCE

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE A QUITCLAIM DEED TO BROOKSIDE HOMES ASSOCIATION, INC. FOR TRACT AA, BROOKSIDE TENTH FINAL PLAT - REPLAT OF TRACT Y."

WHEREAS, the City of Raymore is the owner of Tract AA in Brookside Tenth Plat; and,

WHEREAS, Tract AA was established as part of the Brookside Tenth Final Plat - Replat of Tract Y; and,

WHEREAS, the development agreement approved for the Replat of Tract X and Tract Y authorized the transfer of Tract Y, subsequently subdivided to create Tract AA.

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

Section 1. The Mayor is authorized to execute a Quitclaim Deed to the Brookside Homes Association, Inc. for Tract AA in the Brookside Tenth Plat as described below:

Tract AA, Brookside Tenth Final Plat - Replat of Tract Y, Raymore, Cass County, Missouri

Section 2. Effective Date. The effective date of approval of this Ordinance shall be coincidental with the Mayor's signature and attestation by the City Clerk.

Section 3. Severability. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

DULY READ THE FIRST TIME THIS 22ND DAY OF MAY, 2023.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 12TH DAY OF JUNE, 2023, BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Baker
Councilmember Barber
Councilmember Burke III
Councilmember Engert
Councilmember Forster
Councilmember Holman
Councilmember Townsend

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature



Document Title: Quitclaim Deed
Document Date: June 12, 2023
Grantors' Names: City of Raymore, a Missouri Municipal corporation
Grantors' Statutory Address: 100 Municipal Circle, Raymore, MO 64083
Grantee's Name: Brookside Homes Association, Inc.
Grantee's Statutory Address: P.O. Box 303, Raymore, MO 64083
Legal Description: Tract AA, Brookside Tenth Plat - Replat of Tract Y
Reference Book and Page: N/A

QUITCLAIM DEED

THIS QUITCLAIM DEED (“Deed”), made and entered into on this 12th day of June, 2023, by and between CITY OF RAYMORE, a Missouri Municipal Corporation (“Grantors”), and BROOKSIDE HOMES ASSOCIATION INC., duly organized under the laws of the State of Missouri, (“Grantee”), whose mailing address is P.O. Box 303, Raymore, MO 64083.

WITNESSETH, that Grantors, for and in consideration of the sum of One and 00/100 Dollars (\$1.00) and other good and valuable consideration, to it paid by Grantee, the receipt and adequacy of which are acknowledged, does by these present REMISE, RELEASE and FOREVER QUITCLAIM unto the Grantee, its successors and assigns, the following described lots, tracts, or parcels of land lying, being and situate in Cass County, Missouri, more fully described as follows:

**Tract AA, Brookside Tenth Final Plat - Replat of Tract Y, Raymore,
Cass County, Missouri.**

Subject to building lines, conditions, easements, restrictions of record, and to any zoning laws or ordinances affecting the same, if any.

TO HAVE AND TO HOLD THE SAME, so that neither the Grantor nor its successors, nor any other person or persons, for it or in its name or behalf, shall or will hereinafter claim or demand any right or title to the aforesaid premises or any part thereof, but they and each of them shall, by these presents, be excluded and forever barred.

IN WITNESS WHEREOF, the Grantor, by and through its authorized representative, has executed this Quitclaim Deed as of the day and year last above written.

Kristofer P. Turnbow
Mayor

STATE OF MISSOURI)
) ss.
COUNTY OF CASS)

On this _____ day of _____, 2023, before me, _____, a Notary Public, personally appeared Kristofer P. Turnbow, Mayor of the City of Raymore, to me known to be the person described in and who executed the foregoing Quitclaim Deed on behalf of the City of Raymore, and acknowledged that they executed the same as their free act and deed, and with full authority of the city council of Raymore.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Notary Public

Printed Name

My Commission Expires:



Brookside Homes Association

May 3, 2023

To Whom It May Concern,

Last night the Board of Directors of the Brookside Homes Association, Inc. approved the acceptance of Track AA from the City of Raymore into Brookside. This will give some common space behind the homes on the west side of Cedar Ridge south of Saddlebrook. We appreciate Raymore completing the survey and making this possible.

We hope that Track AA can be recorded as soon as possible. Thank you very much!

Sincerely,

Margaret Tompkins
President, Brookside HOA

New Business



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: June 12, 2023

SUBMITTED BY: David Gress

DEPARTMENT: Development Services

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

TITLE / ISSUE / REQUEST

Resolution 23-27: Saddlebrook Preliminary 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: June 6, 2023
Action/Vote: 5-2

LIST OF REFERENCE DOCUMENTS ATTACHED

Staff Report
Memorandum of Understanding
Preliminary Plat

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

Rick Frye and Doug Park, representing Brookside Builders, is requesting preliminary plat approval for the Saddlebrook Subdivision, a 172-lot single family development proposed for 65 acres of land located north of Hubach Hill Road, east of the Stonegate Subdivision.

The City Council previously approved this proposed development on July 26, 2021, however, the plan expired in 2022 due to lack of activity.

The plan remains unchanged from its previously approved format.

The Planning and Zoning Commission, at their June 6, 2023 meeting, voted 5-2 to recommend approval of the request, subject to the two conditions below:

1. Street names be provided to the City in accordance with the Unified Development Code.
2. A noted exception to Section 445.030I(9)A, allowing the four southern cul-de-sacs to exceed 600 feet in length.

RESOLUTION 23-27

"A RESOLUTION OF THE CITY OF RAYMORE, MISSOURI, APPROVING THE SADDLEBROOK PRELIMINARY PLAT."

WHEREAS, the Planning and Zoning Commission held a public hearing on June 6, 2023, on the Saddlebrook Preliminary Plat and forwarded its recommendation of approval to the City Council; and,

WHEREAS, the City Council held a public hearing on June 12, 2023, and accepted the recommendation of approval from the Planning and Zoning Commission.

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

Section 1. The Saddlebrook Preliminary Plat is approved.

Section 2. This Resolution shall become effective on and after the date of passage and approval.

Section 3. Any Resolution or part thereof which conflicts with this Resolution shall be null and void.

DULY READ AND PASSED THIS 12TH DAY OF JUNE, 2023 BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Baker
Councilmember Barber
Councilmember Burke III
Councilmember Engert
Councilmember Forster
Councilmember Holman
Councilmember Townsend

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature



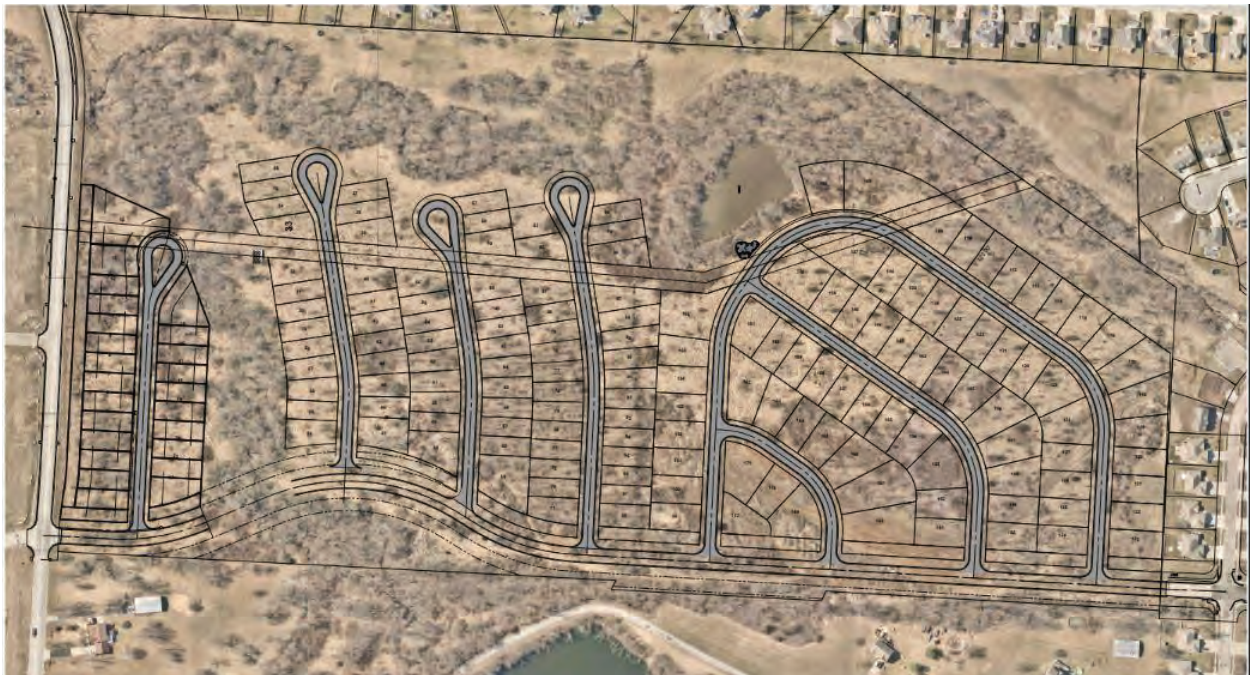
To: City Council
From: Planning and Zoning Commission
Date: June 12, 2023
Re: Case #23015: Saddlebrook Subdivision - Preliminary Plat

GENERAL INFORMATION

Applicant/Property Owner: Rick Frye
Brookside Builders
803 PCA Road
Warrensburg, MO 64093

Requested Action: Preliminary Plat Approval for 83.667 acres

Property Location: Generally located north of Hubach Hill Road, east of Stonegate Subdivision



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



Existing Surrounding Zoning: North: R-1 - Single Family Residential District
R-1P - Single-Family Planned Residential
South: R-1P - Single Family Planned Residential
East: Single Family - **Unincorporated Cass County**
West: R-1P - Single Family Planned Residential

Total Tract Size: 83.667 acres

Total Number of Lots: 172 lots & 13 tracts

Legal Description: The East Half of the Southeast Quarter, in Section 20, Township 46, Range 32, in Cass County, Missouri, except the South 22.0 feet thereof, and further except the following described land: A part of the Southeast Quarter of Section 20, Township 46, Range 32, described as follows: Beginning at the Northwest Corner of Lot 34, DUTCHMAN'S ACRES, a subdivision of land in Cass County, Missouri, according to the recorded Plat thereof, of record in Plat Book 6, Page 3; thence West approximately 20 feet to the existing fence line as now located; thence South along the existing fence line to a point that is North 67 degrees 32 minutes West of the Southwest Corner of Lot 33 in said Subdivision; thence South 67 degrees 32 minutes East 10 the Southwest Corner of said Lot 33; thence North along the West line of Lots 33 and 34 in said subdivision to the Point of Beginning, and further except the following described land: A part of the Southeast Quarter of Section 20, Township 46, Range 32 described as follows: Beginning at the Southwest Corner of Lot 16, DUTCHMAN'S ACRES, a subdivision of land in Cass County, Missouri, according to the recorded Plat thereof, of record in Plat Book 6, Page 3; thence West approximately 22 feet to the existing fence as now located; thence North along the existing fence line to a point that is North 67 degrees 32 minutes West of the Northwest Corner of Lot 32 In said subdivision; thence South 67 degrees 32 minutes East to the said Northwest Corner of said Lot 32; thence South along the West line of said Lots 32 and 16 to the Point of Beginning; and further except the

following described land:

Part of the East half of the Southeast Quarter of Section 20, Township 46 North, Range 32 West of the 5th, Principal Meridian, Raymore, Cass County, Missouri, described as follows: Commencing at the Northeast corner of said Southeast Quarter; thence West along the North line of said Southeast Quarter, 782.47 feet more or less to the Southwest corner of a tract of land conveyed in Special Warranty Deed recorded as Document No. 170913 of record in Book 1838, Page 56; thence Southwesterly (South 32 degrees 40 minutes 39 seconds West Deed) on the Southwesterly prolongation of the West line of said tract to the West line of said East half also being the East line of Stonegate of the Good Ranch 3rd Plat, a subdivision of record in said Cass County; thence North along the West line of said East half and along the East line of said Subdivision to the North line of said Southeast Quarter; thence East along said North line to the Point of Beginning; and,

Tract Y, a replat of Tract Y, Brookside 10th Plat, containing 3.55 acres more or less.

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

Major Street Plan: The Major Thoroughfare Plan Map classifies Hubach Hill Road as a Minor Arterial. Brook Parkway is classified as a Minor Collector.

Advertisement: May 17, 2023 **North Cass Herald** newspaper
May 24, 2023 **North Cass Herald** newspaper

Good Neighbor: May 19, 2021 **Initial Preliminary Plat Application**
May 24, 2023 **Second Preliminary Plat Application**

Public Hearing: June 6, 2023 **Planning Commission meeting**
June 12, 2023 **City Council**

Items of Record: **Exhibit 1. Mailed Notices to Adjoining Property Owner**
Exhibit 2. Notice of Publication
Exhibit 3. Unified Development Code
Exhibit 4. Application
Exhibit 5. Growth Management Plan
Exhibit 6. Staff Report
Exhibit 7. Preliminary Plat
Additional exhibits as presented during hearing

PRELIMINARY PLAT REQUIREMENTS

The following section of the Unified Development Code is applicable to this application:

Section 470.110: Preliminary Plats

A. Applications

1. An application for a preliminary plat may be obtained from the Community Development Director. The application must be completed in its entirety in accordance with Section 470.010C and submitted at least 60 days prior to the date of the meeting where it will be considered.

2. For property in commercial or industrial zoning districts, the application must be submitted at least 30 days prior to the date of the meeting.

B. Memorandum of Understanding

A Memorandum of Understanding (MOU) may be required by the City for any preliminary plat application request.

C. Procedure

1. Pre-Application Conference

Prior to filing an application for a preliminary plat, the applicant must attend a pre-application conference in accordance with Section 470.010B.

2. Development Review Committee and Other Agency Review

a. Upon receipt of a complete application, the Community Development Director will distribute copies of the preliminary plat and supportive information to the Development Review Committee. The application will be reviewed by the Development Review Committee for compliance with applicable regulations of this Code.

b. The Community Development Director will also distribute copies of the preliminary plat to the following governmental agencies, departments, and other persons as may be deemed appropriate for the particular proposed subdivision:

- (1) Fire District;
- (2) Police Department;
- (3) School District;
- (4) State Highway Department (if the subdivision is adjacent to a State Highway); and
- (5) any utility companies providing gas, electric or telephone service in or near the subdivision.

c. The agencies, departments and persons identified in this section will have a minimum of 10 working days to review the preliminary plat and to make their report and recommendations to the Planning and Zoning Commission.

d. If a report has not been returned to the office of the Community Development Director within 10 working days after receiving a plat for review, the proposed plat will be deemed to be in conformance with the laws, rules or policies of the reviewing agency or department.

3. Planning and Zoning Commission Public Hearing

All proposed preliminary plats must be submitted to the Planning and Zoning Commission for review and recommendation. The Planning and Zoning Commission will hold a public hearing on the application in accordance with Section 470.010E

4. Planning and Zoning Commission Recommendation

a. The Planning and Zoning Commission will consider the preliminary plat within 60 days of its receipt by the Community Development Director, or at the next regular meeting for which the plat may be scheduled.

b. The Planning and Zoning Commission will review and consider the reports and recommendations of the agencies, departments and persons to whom the preliminary plat has been submitted for review.

c. If the preliminary plat does comply with all requirements, the Planning and Zoning Commission will forward the application to the City Council with a recommendation of approval.

d. If the preliminary plat is in general, but not complete compliance, the Planning and Zoning Commission may recommend conditional acceptance of the preliminary plat. The conditions of such acceptance will specify the modifications necessary to achieve full compliance. The Planning

and Zoning Commission will forward the application to the City Council with a recommendation of approval, subject to conditions.

e. If the preliminary plat is not in compliance with all requirements, the Planning and Zoning Commission will recommend disapproval of the preliminary plat. Within 10 days of its final action, the Planning and Zoning Commission must notify the subdivider in writing of the reasons for its recommendation for disapproval.

f. If the preliminary plat is not recommended for approval, the subdivider may modify the preliminary plat and re-submit it to the Planning and Zoning Commission. If the plat is amended and re-submitted within 60 days of the disapproval of the original preliminary plat, no additional filing fee will be required. The Planning and Zoning Commission may reconsider the preliminary plat at a regular meeting for which the plat may be scheduled by the Community Development Director.

5. City Council Public Hearing

The Raymore City Council must hold a public hearing on the application in accordance with Section 470.010E1b through d and E2.

6. City Council Action

a. The City Council must consider the request within 60 days of receipt of written recommendation of the Planning and Zoning Commission. Upon receipt of the recommendation of the Planning and Zoning Commission, the City Council must consider the application and may take final action to approve or disapprove it.

b. If final action is not taken by the City Council within 120 days after the recommendation of the Planning and Zoning Commission is submitted to it, the preliminary plat will be deemed to have been defeated and denied, unless the applicant has consented to an extension of this time period. Whenever a preliminary plat is defeated, either by vote of the City Council or by inaction described in this section, such preliminary plat cannot be passed without another public hearing that is noticed in accordance with this chapter.

c. If the City Council approves an application, it will adopt a resolution to that effect.

7. Findings of Fact

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

a. the preliminary plat will not adversely affect the appropriate use of neighboring property;

b. the preliminary plat is in compliance with all applicable regulations of the Unified Development Code, Growth Management Plan, and other City regulations and plans;

c. the preliminary plat will not impose undue burden upon existing public services and facilities; and

d. the preliminary plat will make adequate provision to accommodate resulting additional demands which may be imposed upon roads and streets, water supply and storage, storm sewerage, sanitary sewerage, and wastewater treatment without substantially increasing public costs and expenditures.

8. Effect of Approval of Preliminary Plat

a. Approval of the preliminary plat does not constitute final acceptance of the subdivision by the City Council, but will be considered permission to prepare and submit a final plat. Preliminary plat approval will be effective for no more than one year from the date approval was granted unless:

(1) a final plat application is submitted within one year of the date of preliminary plat approval;

(2) upon the request of the subdivider, the City Council grants an extension; or

(3) final plat applications are submitted in accordance with the requirements for staged development of final plats in accordance with Section 470.130E.

b. If preliminary plat approval expires, the preliminary plat must be re-submitted as if no such plat had ever been approved.

9. Extension of Preliminary Plat

An applicant must request that the City Council grant an extension of an approved preliminary plat prior to the expiration date of the preliminary plat. An extension of the preliminary plat can only be requested if it remains unchanged from last acceptance. A request for extension does not require submission of a new application fee or a public hearing

PREVIOUS PLANNING ACTIONS ON OR NEAR THE PROPERTY

1. The subject property was rezoned from “R-1” Single Family Residential District to “R-1P” Single Family Residential Planned District on April 10, 2006. The Planned District allowed for a reduction in the minimum side yard building setback from 10 feet down to 10% of the lot width, with a minimum of 7 feet; and reduced the minimum front yard building setback on the side street for corner lots from 30 feet down to 20 feet.
2. The Brookside South Preliminary Plat was approved for the subject property on May 22, 2006. The Preliminary Plat expired on September 2, 2018.
3. Prairie View of the Good Ranch was rezoned from “A” Agricultural District to “R-1P” Single Family Residential Planned District on October 10, 2005. The Planned District allowed for a reduction in the minimum lot depth from 120 feet down to 100 feet; allowed for a reduction in the minimum rear yard building setback from 30 feet down to 25 feet; and allowed for a reduction in the minimum side yard building setback from 10 feet down to 8.3 feet.
4. In 2015 the Planned District requirements for Prairie View of the Good Ranch were adjusted as follows: the minimum lot size was reduced from 8,400 square feet down to 7,200 square feet; the minimum lot width was reduced from 70 feet down to 60 feet; the minimum front yard building setback was reduced from 30 feet down to 25 feet; and the minimum side yard building setback was reduced from 8.3 feet down to 6 feet.
5. The Venue of The Good Ranch, a townhome development proposed for the northeast corner of Dean Avenue and North Cass Parkway, was rezoned from “A” Agricultural District to “PUD” Planned Unit Development District, on September 9, 2019. The development will consist of 51 4-unit townhome buildings.
6. A request to reclassify the zoning of the property from R-1P to R-2P in order to allow single and two-family residential dwellings was recommended for denial by the Planning Commission in September 2020. Prior to the public hearing by the City Council the applicant withdrew the application.

7. A Good Neighbor Meeting was held on May 19, 2021 for the original preliminary plat request.
8. The City Council voted to approve the Saddlebrook Subdivision - Preliminary Plat as well as amending the bulk and dimensional standards (shown below) of the "R-1P" Single-Family Residential District zoning designation on July 26, 2021.
9. The previously approved preliminary plat (2021) expired on July 26, 2022.

GOOD NEIGHBOR MEETING COMMENTS 5/24/2023

The public was made aware of a good neighbor meeting that was to be held on Wednesday, May 24, 2023. People in attendance were as follows, City Planner Dylan Eppert and Development Services Director David Gress. The applicant was not required to be at the meeting as no substantial changes have been proposed from the original request that was approved back in 2021. No one from the public came to the meeting. City Staff closed the meeting at 6:20pm. No objections or concerns have been raised in reference to this application.

PARKS AND RECREATION BOARD RECOMMENDATION

As part of the Brookside 10 final plat, which was part of the Brookside South Subdivision, the Parks and Recreation Board agreed to accept the park land dedication of Tract Y in Brookside 10, the construction of the trailhead parking lot along Bristol Drive, and the proposed walking trail from Bristol Drive south to Hubach Hill Road. The requirements for parkland dedication have been met.

STAFF COMMENTS

1. The property has been zoned "R-1P" Single-Family Residential Planned District since April 10, 2006.
2. Tract Y is currently zoned "R-1" Single-Family Residential District and consists of 3.667 acres. Tract Y will only ever be used as a common area tract as it is undevelopable due to its proximity to the floodplain and a major gas line runs through the middle of the property.
3. The current Bulk and Dimensional Standards for this property are as follows:

	Current R-1P
Minimum Lot Area square feet	4,500
Minimum Lot Width (feet)	45

Minimum Lot Depth (feet)	100
Yards, Minimum (feet)	
front	30
rear	30
side	5ft
side, corner lot	20
Maximum Building Height (feet)	35
Maximum Building Coverage (%)	40

4. The property is owned by the same individuals who developed the Brookside Subdivision. The property was initially planned as an extension of the Brookside Subdivision and was referred to as Brookside South. The property owners decided to separate the new area from Brookside and refer to the development as Saddlebrook Subdivision.
5. The uses permitted in the proposed R-1P district are as follows:

Use	R-1P	Use Standard
RESIDENTIAL USES		
Household Living		
Single-family Dwelling, Detached (conventional)	P	
Manufactured Home Residential – Design	S	Section 420.010D
Single-family Dwelling, Attached	–	Section 420.010A
Two-family Dwelling (Duplex)	–	
Multi-family Dwelling (3+ units)	–	Section 420.010A
Apartment Community	–	Section 420.010A
Cluster Residential Development	S	Section 420.010B
Manufactured Home Park	–	Section 420.010C
Employee Living Quarters	–	
Accessory Dwelling, Attached	S	Section 420.050E
Accessory Dwelling, Detached	S	Section 420.050E
Group Living		
Assisted Living	–	
Group Home	S	Section 420.010E
Nursing Care Facility	–	
Transitional Living	–	
Group Living Not Otherwise Classified	C	
PUBLIC AND CIVIC USES		
Cultural Exhibit or Library	C	
Government Buildings and Properties	C	
Place of Public Assembly	C	
Public Safety Services	C	
Religious Assembly	P	

Use	R-1P	Use Standard
School	P	
Utilities		
Major	C	
Minor	P	
COMMERCIAL USES		
Animal Services		
Kennel	-	Section 420.030E
Day Care		
Day Care Home	S	Section 420.030C
Entertainment and Spectator Sports		
Indoor	-	
Outdoor	C	
Funeral and Interment Services		
Cemetery	C	
Funeral Home	-	
Lodging		
Bed and Breakfast	-	Section 420.030H
Medical Marijuana Cultivation Facility	-	Section 420.030N
Sports and Recreation, Participant		
Outdoor	C	
Indoor	-	
OTHER USES		
Accessory Uses	S	Section 420.050
Agricultural Uses		
Farming	-	
Boarding Stables and Riding Schools	-	Section 420.040A
Home Occupation	S	Section 420.040B
Parking		
Accessory Parking	P	
Wireless Communication Facility		Section 420.040C
Colocated	S	

6. The subject property is located within the territorial area of the Cass County Public Water Supply District #10. The applicant is aware that the entire Saddlebrook Subdivision will be served water by Water District #10.
7. The preliminary plat request was submitted to the administration of the Raymore-Peculiar School District for review and comment. The school district indicated they were “aware of the development and do not feel it would cause a negative impact on our ability to meet the needs of the students”.
8. The preliminary plat request was submitted to the South Metropolitan Fire Protection District for review. No comments were provided.
9. Existing stream buffers throughout the property will be preserved. A high-pressure natural gas line runs parallel to the stream. The stream area acts

as a natural buffer of at least 500 feet between proposed homes and the existing Stonegate Subdivision to the west..

10. Sanitary sewer is located to the west along the stream. This interceptor is sized to support the development of the subdivision.
11. Stormwater will be maintained through the stream channel with the flow naturally falling to the southwest. A natural crest in the property along the east side keeps water from reaching Dutchman Acres.
12. The dam located within Dutchman Acres is not regulated by the State of Missouri. Liability for the dam lies with the property owners of Dutchman Acres where the dam is located.
13. Improvements to Hubach Hill Road made in 2010 accounted for the development of this area as single family residential, and therefore has adequate capacity to handle the subdivision traffic.
14. A Memorandum of Understanding (MOU) has been prepared that outlines the responsibilities of the developer.
15. Brook Parkway will connect Brookside Subdivision to Hubach Hill Road and be a minor collector.
16. A playground, open park field, trail and preservation of natural features (including the stream) are amenities to be provided with the development. The MOU identifies the timeline for when all amenities must be constructed.

PLANNING COMMISSION PROPOSED FINDINGS OF FACT

Under Section 470.110 of the Unified Development Code, the Planning and Zoning Commission and City Council is directed concerning its actions in dealing with a preliminary plat request. Under 470.110 (C) (7) the Planning and Zoning Commission and City Council is directed to make findings of fact taking into consideration the following:

1. the preliminary plat will not adversely affect the appropriate use of neighboring property;

The preliminary plat will not adversely affect the appropriate use of neighboring properties. The property has always been intended to be developed for single-family residential use.

2. the preliminary plat is in compliance with all applicable regulations of the Unified Development Code, Growth Management Plan, and other City regulations and plans;

The preliminary plat is in compliance with all applicable regulations of the Unified Development Code, Growth Management Plan, and other City regulations and plans. The proposed lots comply with the development standards for the underlying zoning district, and the proposed land uses are consistent with the Future Land Use Map adopted by the City.

3. the preliminary plat will not impose undue burden upon existing public services and facilities; and

The preliminary plat will not impose undue burden upon existing public services and facilities. Infrastructure to serve the property has been sized to meet the future demands for service to the property.

4. the preliminary plat will make adequate provision to accommodate resulting additional demands which may be imposed upon roads and streets, water supply and storage, storm sewerage, sanitary sewerage, and wastewater treatment without substantially increasing public costs and expenditures.

There is sufficient capacity in the water and sanitary sewer systems to support full development of the property. The road network was designed to accommodate full development of the property, or is being extended to serve the development.

REVIEW OF INFORMATION AND SCHEDULE

<u>Action</u>	<u>Planning Commission</u>	<u>City Council</u>
Public Hearing	June 6, 2023	June 12, 2023

STAFF RECOMMENDATION

City Staff recommends the Planning and Zoning Commission accept the staff proposed findings of fact and forward case #23015 Saddlebrook Subdivision - Preliminary Plat to the City Council with a recommendation of approval subject to the following condition.

- Street names must be submitted to the City of Raymore.

PLANNING AND ZONING RECOMMENDATION 6/6/2023

At its June 6, 2023 meeting, the Planning and Zoning Commission voted 5-2 to accept the staff proposed findings of fact and forward Case # 23015 Saddlebrook Subdivision -

Preliminary Plat to the City Council with a recommendation of approval subject to the following condition and notation:

- Street names must be submitted to the City of Raymore.
- Notation from the Planning and Zoning Commission that an exception was made to Section 445.030.19A regarding the four (4) cul-de-sacs on the south side of the proposed development exceeding 600' in length.



Memorandum of Understanding
for
Saddlebrook

Legal Description Contained on Pages 2-3

Between Brookside Investment Inc., Grantor,

and

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

June 26, 2023

MEMORANDUM OF UNDERSTANDING
Saddlebrook

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) FOR THE DEVELOPMENT OF THE SADDLEBROOK SUBDIVISION is made and entered into this 26th day of June, 2023, by and between Brookside Investment, Inc. (“Sub-Divider”) also being referred to herein as “Grantors”; and the City of Raymore, Missouri, a Municipal Corporation and Charter City under the laws of the State of Missouri (“City”).

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

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

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

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

GEOGRAPHIC LOCATION:

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

Legal Description:

The East Half of the Southeast Quarter, in Section 20, Township 46, Range 32, in Cass County, Missouri, except the South 22.0 feet thereof, and further except the following described land: A part of the Southeast Quarter of Section 20, Township 46, Range 32, described as follows: Beginning at the Northwest Corner of Lot 34, DUTCHMAN'S ACRES, a subdivision of land in Cass County, Missouri, according to the recorded Plat thereof, of record in Plat Book 6, Page 3; thence West approximately 20 feet to the existing fence line as now located; thence South along the existing fence line to a point that is North 67 degrees 32 minutes West of the Southwest Corner of Lot 33 in said Subdivision; thence South 67 degrees 32 minutes East 10 the Southwest Corner of said Lot 33; thence North along the West line of Lots 33 and 34 in said subdivision to the Point of Beginning, and further except the following described land: A part of the Southeast Quarter of Section 20, Township 46, Range 32 described as follows: Beginning at the Southwest Corner of Lot 16, DUTCHMAN'S ACRES, a subdivision of land in Cass County, Missouri, according to the recorded Plat thereof, of record in Plat Book 6, Page 3; thence West approximately 22 feet to the existing fence as now located; thence North along the existing fence line to a point that is North 67 degrees 32 minutes West of the Northwest Corner of Lot 32 in said subdivision; thence South 67 degrees 32 minutes East to the said Northwest Corner of said Lot 32; thence South along the West line of said Lots 32 and 16 to the Point of Beginning; and further except the following described land:

Part of the East half of the Southeast Quarter of Section 20, Township 46 North, Range 32 West of the 5th, Principal Meridian, Raymore, Cass County, Missouri, described as follows: Commencing at the Northeast corner of said

Southeast Quarter; thence West along the North line of said Southeast Quarter, 782.47 feet more or less to the Southwest corner of a tract of land conveyed in Special Warranty Deed recorded as Document No. 170913 of record in Book 1838, Page 56; thence Southwesterly (South 32 degrees 40 minutes 39 seconds West Deed) on the Southwesterly prolongation of the West line of said tract to the West line of said East half also being the East line of Stonegate of the Good Ranch 3rd Plat, a subdivision of record in said Cass County; thence North along the West line of said East half and along the East line of said Subdivision to the North line of said Southeast Quarter; thence East along said North line to the Point of Beginning; and,

Tract Y, a replat of Tract Y, Brookside 10th Plat, containing 3.55 acres more or less.

PRELIMINARY PLAT

1. Sub-Divider intends to develop the entire property as a single-family subdivision in the manner shown on the Preliminary Plat, attached and incorporated herein as Exhibit A.

2. Zoning and Land Use

a. The zoning for the entire property shall be “R-1P” Single-Family Residential Planned District.

b. Land Use

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

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

3. Bulk and Dimensional Standards Table:

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

Minimum Lot Area	4,500 sq. ft.
Minimum Lot Width	45 feet
Minimum Lot Depth	100 feet
Minimum Front Yard	30 feet
Minimum Rear Yard	30 feet

Minimum Side Yard (Interior)	5 feet
Minimum Side Yard (Exterior)	20 feet
Maximum Building Height	35 feet
Maximum Building Coverage	40%

4. Landscaping & Screening

- a. No landscape screen is required as part of this development.
- b. At the time of completion of a home on a lot, a site tree(s) shall be provided on the lot in accordance with Section 430.060 of the Unified Development Code.

5. Parking

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

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

PHASING SCHEDULE

- 1. A phasing plan for development of the subdivision is not submitted with the preliminary plat.
- 2. An application for final plat approval may be submitted for in separate geographic units rather than as a whole in accordance with Section 470.130E of the Unified Development Code.

FINAL PLATS

- 1. Sub-Divider may submit final plats and associated construction drawings to the City in phases.
- 2. Each final plat must comply with the bulk and dimensional standards included in this MOU.

3. Final plats shall be submitted in accordance with Section 470.130 of the Unified Development Code.

TRANSPORTATION IMPROVEMENTS

1. Road Improvements

- a. Brook Parkway shall be constructed as a residential collector with a sixty foot (60') right-of-way and pavement width of thirty-two feet (32') back of curb to back of curb.
- b. All other roads within the subdivision shall be constructed as local roads with a fifty foot (50') right-of-way.
- c. The internal roadways serving the development shall be built to City standards to be accepted by the City. Once the roadways are accepted by the City Council, the City will assume maintenance responsibilities of the roadways.

2. Pedestrian Improvements

- a. A ten-foot (10') trail is required along the east side of the stream corridor as generally depicted on the preliminary plat drawing. The trail shall be constructed at the time adjacent phases of the subdivision are constructed.
- b. A five-foot (5') sidewalk is required on all lots and common areas within the subdivision, and shall be constructed prior to the issuance of a Certificate of Occupancy for the building(s), unit(s), or amenities the sidewalk is intended to serve.
- c. A five-foot (5') sidewalk shall be constructed as part of the installation of public improvements by the Sub-Divider on the common area tracts contained within a phase for which public improvements are being installed. This includes construction of the sidewalk along Brook Parkway.
- d. A five-foot (5') sidewalk shall be constructed along the north side of Hubach Hill Road at the time Brook Parkway is connected with Hubach Hill Road.

SANITARY SEWER IMPROVEMENTS

1. Sanitary sewer service shall be provided to each lot by the Sub-Divider. The line shall extend to the exterior perimeter property line of the development to provide service to adjacent properties.

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

WATER MAIN IMPROVEMENTS

1. The development is located within the territorial area of Cass County Public Water Supply District #10 and shall be served by the district.
2. All improvements to the water service system shall comply with the requirements of the Water District, the City of Raymore, and the requirements of the South Metropolitan Fire Protection District.

STORMWATER IMPROVEMENTS

1. On-site stormwater management shall be completed in accordance with the stormwater management study approved as part of the Preliminary Plat.
2. A final stormwater management plan is required to be submitted at the time public infrastructure construction plans are submitted for all the land area contained within the final plat.
3. Stormwater management infrastructure shall be installed and operational prior to the issuance of a Certificate of Occupancy for any applicable or affected building.
4. Storm Water Quality BMPs shall be incorporated into the stormwater management plan in accordance with Chapter 450 of the Unified Development Code.
5. A Stormwater Maintenance Agreement shall be submitted addressing the perpetual maintenance of all stormwater management infrastructure.

OPEN SPACE AND AMENITIES

1. Private open space and amenities shall be provided in accordance with the approved Preliminary Plat. All privately owned open space, common area, or amenity shall be constructed and maintained by the Sub-Divider.
2. The following amenities are to be provided:
 - a. Open Park Field
 - b. Playground
 - c. Trail
 - d. Basketball court or similar play court
 - e. Preservation of Natural Area along stream corridor
3. The playground and basketball court or similar play court shall be constructed no later than with the installation of public improvements for the 3rd phase of the subdivision.
4. The trail shall be constructed at the time each adjacent phase is completed.

SIGNAGE

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

FLOODPLAIN

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

Saddlebrook

Memorandum of Understanding

area and to provide protection for existing tree canopy.

PARKLAND DEDICATION

1. The Sub-Divider is providing the ten foot (10') trail with connections to the sidewalk network with the subdivision.
2. The Sub-Divider previously constructed the Brookside Trailhead parking lot along Bristol Drive as part of the parkland dedication requirement for the subdivision.

INSTALLATION AND MAINTENANCE OF PUBLIC IMPROVEMENTS

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

FEES, BONDS AND INSURANCE

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

GENERAL PROVISIONS

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

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

If to the City, at:

City Manager
100 Municipal Circle
Raymore, MO 64083

If to Grantor at:

Rick Frye
803 P.C.A. Road
Warrensburg, MO 64093

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

(SEAL)

THE CITY OF RAYMORE, MISSOURI

Jim Feuerborn, City Manager

Attest:

Erica Hill, City Clerk

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:

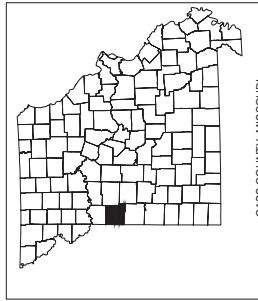
Notary Public: _____ My Commission Expires: _____

PRELIMINARY PLAT & REZONING FOR SADDLEBROOK CITY OF RAYMORE CASS COUNTY, MISSOURI

Legal Description:
 The East Half of the Southeast Quarter, in Section 20, Township 46, Range 32, in Cass County, Missouri, except the South 22.0 feet thereof, and further except the following described land: A part of the Southeast Quarter of Section 20, Township 46, Range 32, described as follows: Beginning at the Northwest Corner of Lot 34, DUTCHMAN'S ACRES, a subdivision of land in Cass County, Missouri, and running North 89 degrees 00 minutes 00 seconds West 100 feet to a point that is North 89 degrees 00 minutes 00 seconds West 20 feet to the existing fence line, as now located; thence South along the existing fence line to a point that is North 67 degrees 32 minutes West of the Southwest Corner of said Lot 33; thence South 67 degrees 32 minutes West 10 feet to a point that is North 67 degrees 32 minutes West of the Southwest Corner of said Lot 33; thence North along the West line of Lots 33 and 34 in said subdivision to the point of beginning; or, in the event the existing fence line is not located, a point that is North 67 degrees 32 minutes West of the Northwest corner of the Southeast Quarter of Section 20, Township 46, Range 32, described as follows: Beginning at the Southwest Corner of Lot 36, DUTCHMAN'S ACRES, a subdivision of land in Cass County, Missouri, according to the recorded Plat thereof, of record in Plat Book 6, Page 3; thence West approximately 22 feet to the existing fence as now located; thence North along the existing fence line to a point that is North 67 degrees 32 minutes West of the Northwest corner of the Southeast Quarter of Section 20, Township 46, Range 32, described as follows: Beginning at the Northwest Corner of said Lot 32; thence South along the West line of said Lots 32 and 16 to the Point of Beginning; and further except the following described land:

Part of the East half of the Southeast Quarter of Section 20, Township 46 North, Range 32 West of the 5th, Principal Meridian, Raymore, Cass County, Missouri, described as follows: Commencing at the Northeast corner of said Southeast Quarter; thence West along the North line of said Southeast Quarter 78 feet to the corner of the Southeast Quarter of said Section 20, Township 46, Range 32, as recorded in Book 8838, Page 56; thence Southwesterly (South 30 degrees 40 minutes 39 seconds West thereon) on the Southwesterly prolongation of the West line of said tract to the West line of said East half also being the East line of Stonegate of the Good Ranch 3rd Plat, a subdivision of record in said Cass County; thence North along the West line of said East half and along the East line of said Stonegate 3rd Plat to the Point of Beginning; thence East along said North line to the Point of Beginning.

All the part of Tract V, BROOKSIDE TENTH PLAT, a subdivision of land in Raymore, Cass County, Missouri, described as follows: Commencing at the Southwest Corner of the East Half of the Northwest Quarter of Section 20, Township 46, Range 32, thence South 03 degrees 00 minutes 55 seconds West, along the West line of said Tract V, a distance of 110.09 feet to the Point of Beginning of the Tract of land here in to be described; thence South 86 degrees 59 minutes 05 seconds East, a distance of 110.09 feet to the Point of Beginning; thence North 86 degrees 59 seconds East, a distance of 270.63 feet to the East line of said Tract V, thence South 35 degrees 08 minutes 15 seconds West along said East line, a distance of 860.88 feet to the West line of said Tract V; thence North 03 degrees 00 minutes 55 seconds East, along said West line a distance of 770.09 feet to the Point of Beginning; said Tract contains 1.5975374 square feet or 3.667 Acres more or less.



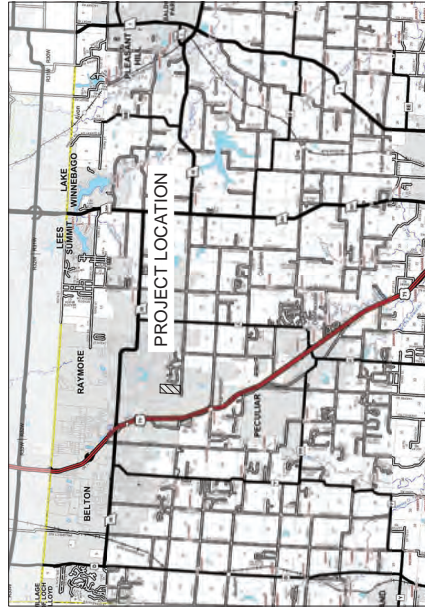
CASS COUNTY, MISSOURI

CALL OR CLICK BEFORE YOU DIG
1-800-DIG-RITE or 811
1-800-344-7483

MISSOURI 811
MISSOURI
1-800-344-7483

OWNER:
 Brookside Investment Inc.
 803 P. O. Box 100
 Warrensburg, MO 64093

PLANNER / CIVIL ENGINEER / LANDSCAPE
 Snyder & Associates, Inc.
 802 Francis St.
 St. Joseph, MO 64501
 816.364.5222
 CONTACT:
 Shawn D. Dale, P.E.



CASS COUNTY, MISSOURI
 VICINITY MAP

INDEX TO SHEETS

C1.0	TITLE SHEET
C2.0-C2.1	PRELIMINARY PLAT
C3.0	OVERALL SITE PLAN
C4.0	EXISTING TOPOGRAPHY
C5.0	OVERALL EXHIBIT

GENERAL NOTES:
 EXISTING ZONING: R-1P
 PROPOSED ZONING: R-1P
 PROPOSED USE: SINGLE FAMILY DETACHED RESIDENTIAL
 SETBACK:
 FRONT YARD: 30'
 REAR YARD: 30'
 SIDE YARD: 5'
 MINIMUM AREA PER LOT: 4,500 SQ. FT.
 LOT WIDTH MINIMUM: 45'
 MAXIMUM AREA OF BUILDING COVERAGE: 40%
 PROPOSED UTILITIES/AMENITIES:
 OPEN PARK FIELD
 PLAY PARK
 TRAIL
 PRESERVATION OF NATURAL FEATURES ALONG WEST EDGE OF DEVELOPMENT.

MARK	REVISION	DATE	BY

Engineer: SD
 Checked By: SD
 Scale: 1" = 64'
 Title: SADDLEBROOK
 Date: 05-26-2023
 Project: 48N-32W-20
 Sheet: C1.0

SADDLEBROOK
TITLE SHEET
RAYMORE, CASS COUNTY, MO

SNYDER & ASSOCIATES
 ENGINEERS & PLANNERS, INC.
 802 FRANCIS STREET
 ST. JOSEPH, MISSOURI 64501
 816-364-5222 | WWW.SNYDER-ASSOCIATES.COM

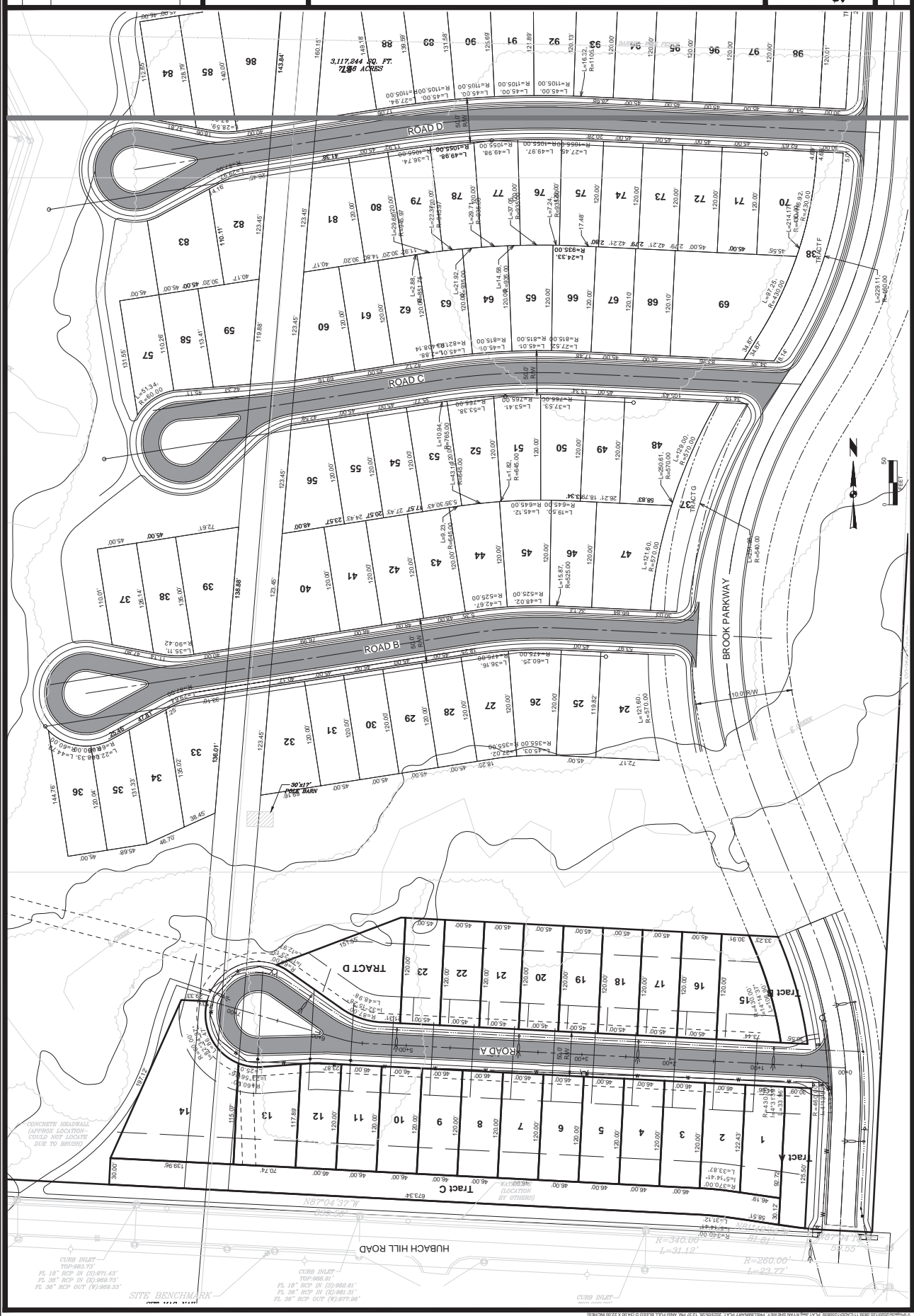
City Council
 Page 12 of 20
SNYDER & ASSOCIATES
 Project No.: 1201
 Sheet: C1.0

MARK	REVISION	DATE	BY

Engineer: JS
 Designer: JS
 Checker: JS
 Date: 05-25-2023
 Scale: 1" = 50'
 Project: 48N-32M-20

SADDLEBROOK
PRELIMINARY PLAT
RAYMORE, CASS COUNTY, MO

City Council Packet
 Page 14 of 19
 Project No. 1201
 Sheet C2.0



CONCRETE HEADWALL (APPROX LOCATION - COULD NOT LOCATE DUE TO BUSHES)
 CURB INLET TOP=883.75
 PL 18" RCP IN (03)971.43
 TOP=883.51
 PL 36" RCP IN (03)866.75
 TOP=886.40
 PL 36" RCP IN (03)866.75
 TOP=886.40

SITE BENCHMARK
 CURB INLET TOP=883.51
 PL 18" RCP IN (03)983.61
 TOP=883.37
 PL 36" RCP IN (03)866.75
 TOP=886.40
 PL 36" RCP IN (03)866.75
 TOP=886.40

HUBBARD HILL ROAD
 CURB INLET TOP=883.51
 PL 18" RCP IN (03)971.43
 TOP=883.29
 PL 36" RCP IN (03)866.75
 TOP=886.40
 PL 36" RCP IN (03)866.75
 TOP=886.40

CURB INLET TOP=883.51
 PL 18" RCP IN (03)971.43
 TOP=883.29
 PL 36" RCP IN (03)866.75
 TOP=886.40
 PL 36" RCP IN (03)866.75
 TOP=886.40

CURB INLET TOP=883.51
 PL 18" RCP IN (03)971.43
 TOP=883.29
 PL 36" RCP IN (03)866.75
 TOP=886.40
 PL 36" RCP IN (03)866.75
 TOP=886.40

MARK	REVISION	DATE	BY

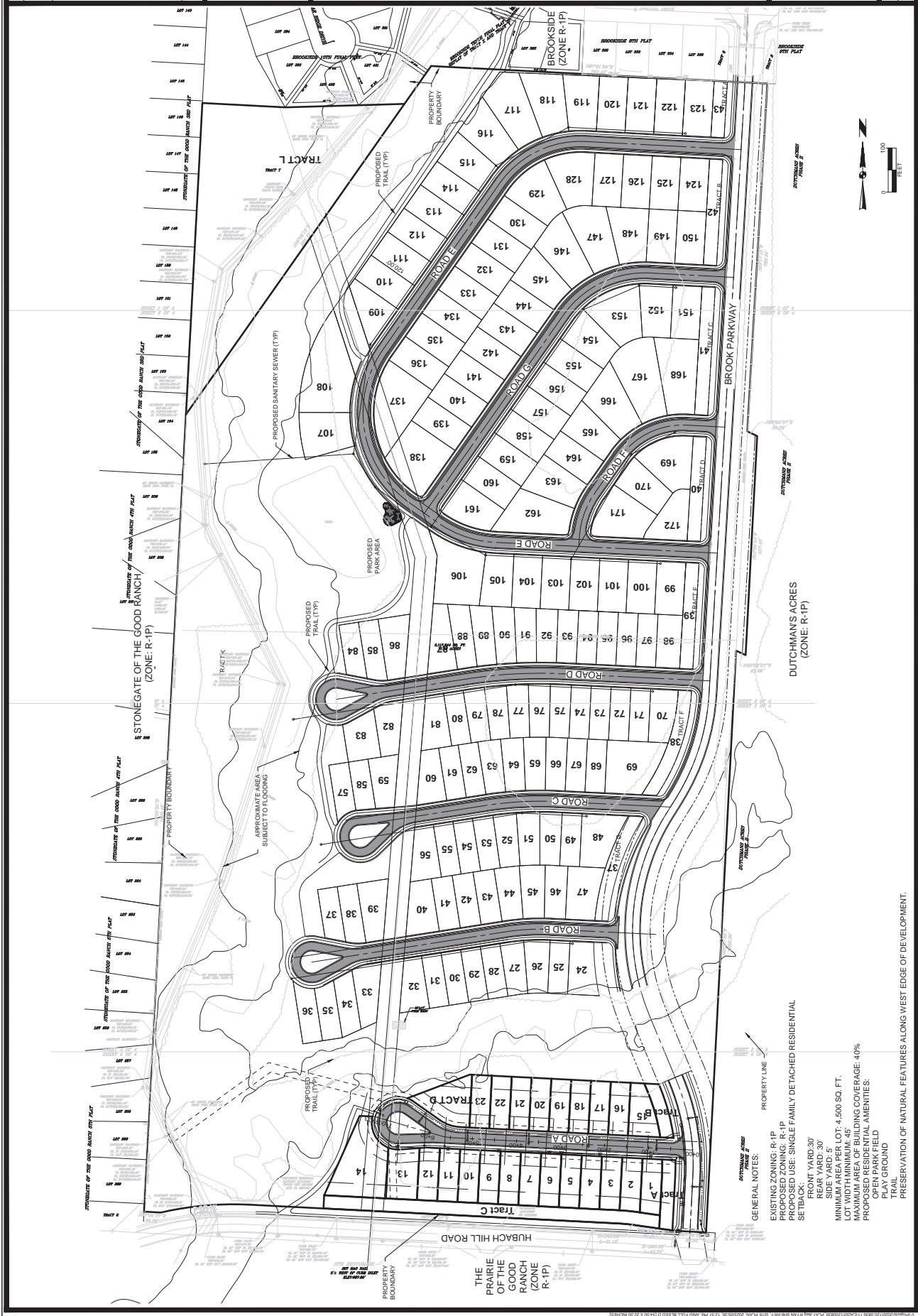
Engineer: J.S. Chubb
 Date: 05-25-2023
 Scale: 1" = 50'
 Project: 48N-32M-20

SADDLEBROOK
PRELIMINARY PLAT
RAYMORE, CASS COUNTY, MO

Snyder & Associates
 ENGINEERS & PLANNERS, INC.
 802 FRANCIS STREET
 ST. JOSEPH, MISSOURI 64501
 816-964-8222 | www.snyder-associates.com

City Council Packet
 Page 10 of 19
 Project No. 120
 Sheet C2.1





GENERAL NOTES:

- EXISTING ZONING: R-1P
- PROPOSED ZONING: R-1P
- PROPOSED USE: SINGLE FAMILY DETACHED RESIDENTIAL
- SETBACKS: SEE SPECIFICATIONS
- FRONT YARD: 30'
- REAR YARD: 30'
- SIDE YARD: 5'
- MINIMUM AREA PER LOT: 4,500 SQ. FT.
- MINIMUM LOT WIDTH: 40 FT.
- MAXIMUM AREA OF BUILDING COVERAGE: 40%
- PROPOSED RESIDENTIAL AMENITIES:
 - OPEN PARK FIELD
 - PLAY GROUND
 - TRAIL
 - PRESERVATION OF NATURAL FEATURES ALONG WEST EDGE OF DEVELOPMENT.

Mark	REVISION	DATE	BY

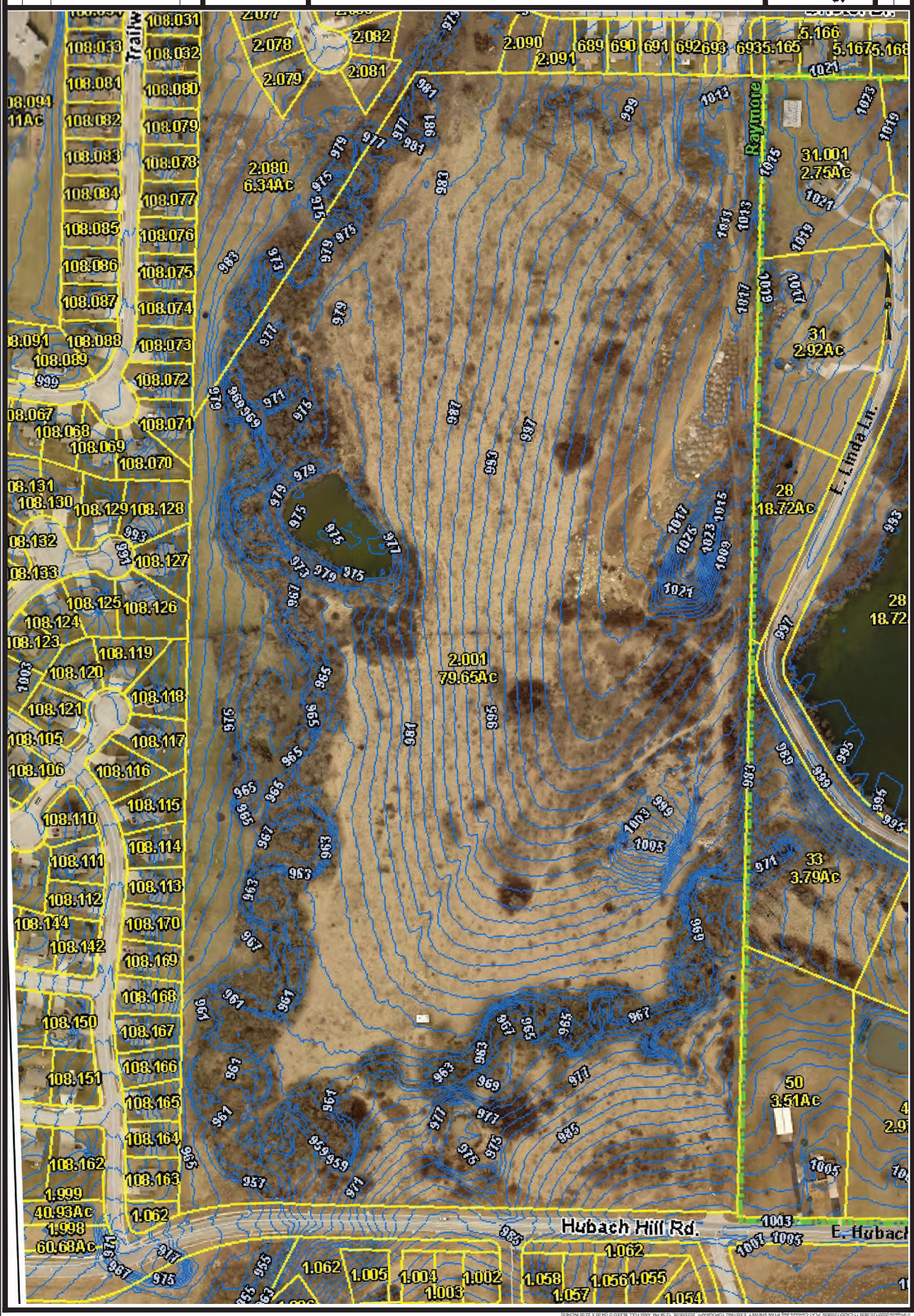
Engineer: SN
 Checked By: SD
 Scale: 1" = 100'
 Date: 05-26-2023
 Title: 44N-22W-20

SADDLEBROOK
EXISTING TOPOGRAPHY
RAYMORE, CASS COUNTY, MO

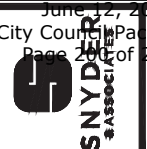
June 12, 2023
 City Council Packet
 Page 14 of 279

SNYDER & ASSOCIATES
 ENGINEERS & PLANNERS, INC.
 802 FRANCIS STREET
 ST. JOSEPH, MISSOURI 64501
 816-964-2222 | WWW.SNYDER-ASSOCIATES.COM

Project No: 1001279
 Sheet C4.0



© 2023 SNYDER & ASSOCIATES, INC. ALL RIGHTS RESERVED. THIS DOCUMENT IS THE PROPERTY OF SNYDER & ASSOCIATES, INC. AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT PERMISSION IN WRITING FROM SNYDER & ASSOCIATES, INC.

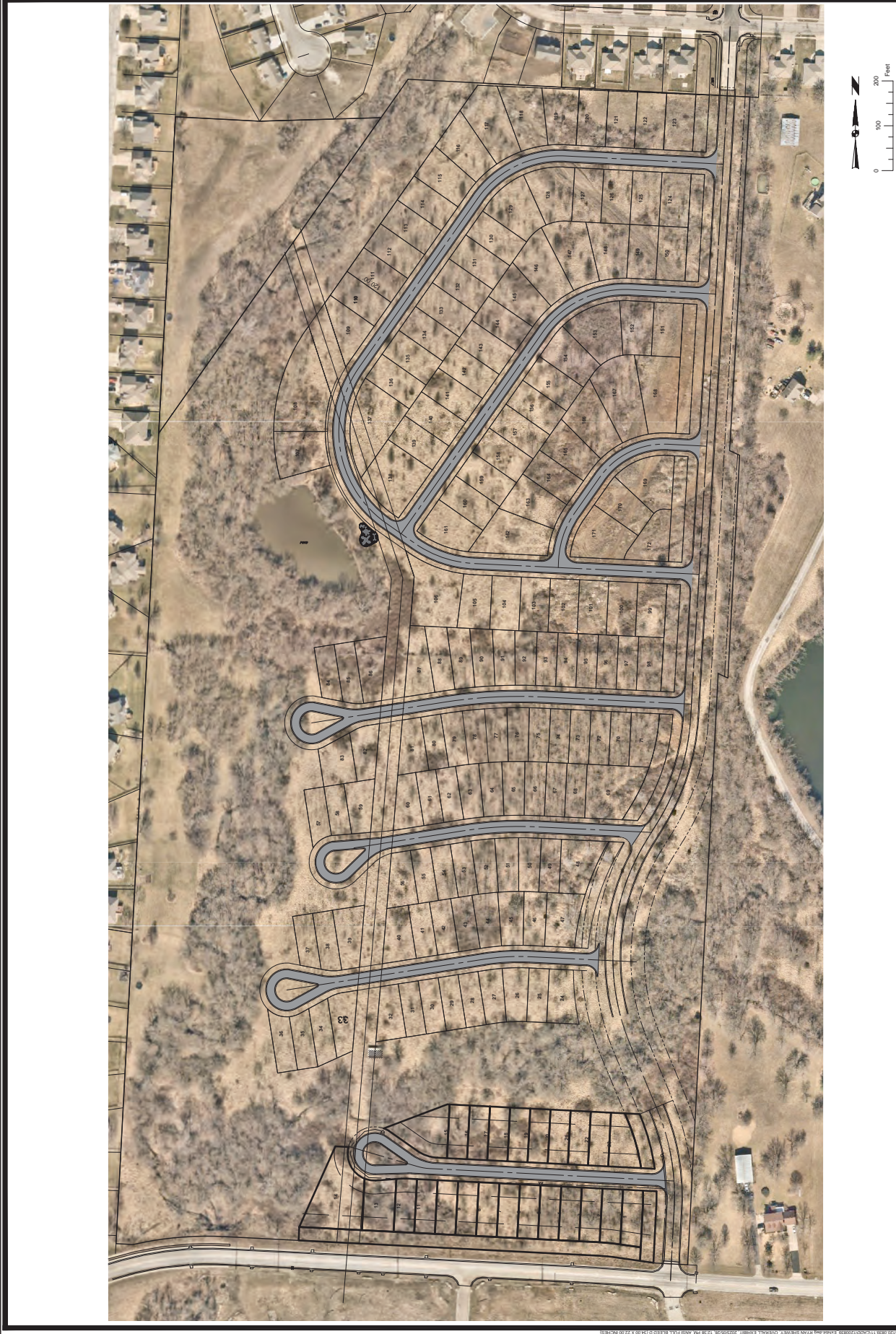


SNYDER & ASSOCIATES
ENGINEERS & PLANNERS, INC.
802 FRANCIS STREET
ST. JOSEPH, MISSOURI 64501
816-964-5222 | www.snyder-associates.com

SADDLEBROOK
OVERALL EXHIBIT
RAYMORE, CASS COUNTY, MO

MARK	REVISION	DATE	BY

Engineer: JS
Checked By: SD
Scale: 1" = 200'
Date: 05-25-2023
Title: 48N-32W-20





CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: June 12, 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 3816: Madison Valley 3rd 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: June 6, 2023
Action/Vote: 6-0

LIST OF REFERENCE DOCUMENTS ATTACHED

Staff Report
Development Agreement
Final Plat Drawing

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

Bryan Rahn, representing Blue Springs Safety Storage, LLC and Country Club Homes, LLC, is requesting final plat approval of the Madison Valley 3rd Plat, a proposed 21-lot subdivision located north of 58 Highway, generally between Sunset Lane and N. Madison Street.

This phase provides a connection between the recently approved 2nd Plat, and the existing 1st plat to the east.

The Planning and Zoning Commission, at their June 6, 2023 meeting, voted 6-0 to recommend approval. One Commissioner recused themselves due to living directly adjacent to the property.

BILL 3816

ORDINANCE

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, APPROVING THE MADISON VALLEY 3RD FINAL PLAT, A SUBDIVISION OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 9, 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, has held a meeting to approve the dedication to the public use of any street or ground shown upon the plat; and,

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

NOW, THEREFORE, BE IT ORDAINED BY THE CITY 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 Madison Valley 3rd Plat, is hereby approved for the tract of land described below:

A TRACT OF LAND LOCATED IN THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 46 NORTH, RANGE 32 WEST, IN THE CITY OF RAYMORE, CASS COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTH HALF, THENCE ALONG THE WEST LINE OF SAID NORTH HALF, SOUTH 02°56'15" WEST 561.92 FEET; THENCE, LEAVING SAID WEST LINE, SOUTH 87°03'56" EAST, 680.50 FEET TO A POINT ON THE EAST LINE OF MADISON VALLEY 2ND PLAT, A SUBDIVISION OF LAND RECORDED AT THE CASS COUNTY, MISSOURI RECORDER OF DEEDS OFFICE, ALSO BEING THE POINT OF BEGINNING;

THENCE FROM THE POINT OF BEGINNING, LEAVING SAID EAST LINE, SOUTH 75°06'25" EAST, 159.26 FEET; THENCE SOUTH 14°53'35" WEST, 23.56 FEET; THENCE SOUTH 62°06'40" EAST, 252.23 FEET; THENCE ALONG A CURVE TO THE LEFT, HAVING AN INITIAL TANGENT BEARING OF NORTH 18°54'30" EAST, A RADIUS OF 175.00 FEET, AND AN ARC LENGTH OF 36.75 FEET; THENCE SOUTH 83°07'24" EAST, 50.00 FEET; THENCE SOUTH 87°54'21" EAST, 249.74 FEET; THENCE NORTH 83°57'07" EAST, 271.75 FEET, TO A POINT ON THE WEST LINE OF MADISON VALLEY FIRST PLAT, A SUBDIVISION OF LAND RECORDED AT THE CASS COUNTY, MISSOURI RECORDER OF DEEDS OFFICE; THENCE ALONG SAID WEST LINE FOR THE FOLLOWING SEVEN CALLS, SOUTH 12°15'47" EAST, 5.92 FEET; THENCE ALONG A CURVE TO THE RIGHT, BEING TANGENT TO THE LAST DESCRIBED COURSE, HAVING A RADIUS OF 975.00 FEET, AND AN ARC LENGTH OF 93.84 FEET; THENCE SOUTH 06°44'55" EAST, 8.92 FEET; THENCE, ALONG A CURVE TO THE RIGHT, BEING TANGENT TO THE LAST DESCRIBED COURSE, HAVING A RADIUS OF 15.00 FEET, AN ARC LENGTH OF 23.56 FEET; THENCE SOUTH 83°15'05" WEST, 101.08 FEET; THENCE SOUTH 06°44'55" EAST, 133.84 FEET; THENCE SOUTH 29°02'49" WEST, 56.36 FEET, TO THE WESTERLY CORNER OF LOT 48 OF SAID MADISON VALLEY FIRST PLAT; THENCE SOUTH 85°31'00" WEST, 319.43 FEET; THENCE NORTH 87°08'07" WEST, 63.00 FEET; THENCE NORTH 44°34'48" WEST, 31.70 FEET; THENCE NORTH 87°36'28" WEST, 150.20 FEET; THENCE NORTH 02°23'32"

EAST, 57.08 FEET; THENCE ALONG A CURVE TO THE RIGHT, BEING TANGENT TO THE LAST DESCRIBED COURSE, HAVING A RADIUS OF 225.00 FEET, AND AN ARC LENGTH OF 48.42 FEET; THENCE NORTH 75°19'12" WEST, 108.93 FEET; THENCE NORTH 87°08'07" WEST, 105.10 FEET; THENCE NORTH 85°41'29" WEST, 50.00 FEET; THENCE ALONG A CURVE TO THE RIGHT, HAVING AN INITIAL TANGENT BEARING OF NORTH 04°18'31" EAST, A RADIUS OF 225.00 FEET AND AN ARC LENGTH OF 41.56 FEET; THENCE NORTH 14°53'35" EAST, 40.51 FEET; THENCE NORTH 75°06'25" WEST, 106.70 FEET TO A POINT ON THE EAST LINE OF SAID MADISON VALLEY 2ND PLAT; THENCE ALONG THE EAST LINE OF SAID MADISON VALLEY 2ND PLAT THE FOLLOWING SEVEN CALLS, NORTH 09°27'56" EAST, 30.75 FEET; THENCE NORTH 02°18'53" WEST, 31.88 FEET; THENCE NORTH 15°30'00" EAST, 17.96 FEET; THENCE ALONG A CURVE TO THE RIGHT, HAVING AN INITIAL TANGENT BEARING OF SOUTH 84°35'21" EAST, A RADIUS OF 175.00 FEET AND AN ARC LENGTH OF 11.67 FEET; THENCE, NORTH 09°13'56" EAST, 50.00 FEET; THENCE NORTH 25°08'58" EAST, 50.35 FEET; THENCE, NORTH 01°23'47" WEST, 21.41 FEET, TO THE POINT OF BEGINNING AND CONTAINS 5.98 ACRES, MORE OR LESS.

Section 3. The Development Agreement between the City of Raymore, Missouri, and Blue Springs Safety Storage South, LLC is approved and the City Manager is authorized 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:

- Northwest corner of Lemon Mint Drive and West Heritage Drive
- Southeast corner of Lemon Mint Drive and West Heritage Drive
- Northwest corner of Mesa Ridge Drive and West Heritage Drive
- Southeast corner of North Park Drive and West Heritage Drive

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 12TH DAY OF JUNE 2023.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 26TH DAY OF JUNE, 2023 BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Baker
Councilmember Barber
Councilmember Burke III
Councilmember Engert
Councilmember Forster
Councilmember Holman
Councilmember Townsend

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature



To: City Council
From: Planning and Zoning Commission
Date: June 12, 2023
Re: Case #23018 - Madison Valley 3rd Plat - Final Plat

GENERAL INFORMATION

**Applicant/
Property Owner:** Tony Ward
Blue Springs Safety Storage South, LLC
1120 Eagles Ridge Blvd.
Grain Valley, MO 64029

Requested Action: Final Plat Approval, Madison Valley 3rd Plat - Final Plat

Property Location: Generally located east of future extension of Sunset Ln and north of N. Park Dr.



Site Photographs:



View looking east from Compass Health Network Parking Lot.



View looking north toward Madison Creek Subdivision from N. Park Dr. Terminus



View looking south from Mesa Ridge Dr. Terminus



View looking west from Heritage Dr. Terminus

Existing Zoning: “R-1.5” Single Family Residential District (6,500 sq ft)

Existing Surrounding Zoning: **North:** “R-1” Single-Family Residential District
South: “R-1” Single-Family Residential District
“PO” Professional Office District
East: “R-1” Single-Family Residential District
West: “R-1” Single-Family Residential District
“PR” Parks, Recreation and Public Use District

Existing Surrounding Uses: **North:** Single Family Residential and undeveloped
South: Single Family Residential and Compass Health Network
East: Single Family Residential
West: Undeveloped and Hawk Ridge Park

Total Tract Size: 5.98 Acres

Total Number of Lots: 21 Lots, 0 Tracts

Density – units per Acre: 3.51

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

Major Street Plan: The Major Thoroughfare Plan Map classifies future extension of Sunset Ln as a Minor Collector.

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 Madison Valley 3rd Plat.

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

PREVIOUS ACTIONS ON OR NEAR THE PROPERTY

1. The subject property was rezoned from “A” Agricultural District to “R-1” Single Family Residential District on April 9, 2001.
2. The Hawthorne Ridge Preliminary Plat was approved for the subject property on April 23, 2001. The Preliminary Plat proposed 190 lots on 71 acres. The preliminary plat expired on April 23, 2002 due to no final plat application ever being approved.
3. A request to reclassify the zoning of a portion of the subject property from R-1 to “R-3P” Multiple-Family Dwelling Planned District was withdrawn by the property owner in March of 2004.
4. The Preliminary Plat for Madison Valley Subdivision was initially approved on September 27, 2004. The plat contained 202 single-family lots. The preliminary plat expired on October 10, 2014.
5. The Madison Valley 1st Final Plat was approved on October 10, 2005. The 1st plat was constructed and contained 75 lots.
6. In 2009 an application was filed to reclassify the zoning designation of the north half of the 1st plat area from R-1 to “R-2” Single and Two-Family Residential District. The application was withdrawn on April 20, 2009.
7. On June 10, 2013 the City approved the reclassification of zoning of 65 of the lots in the 1st Final Plat area from R-1 to “R-1P” Single-Family Residential Planned District. The rezoning modified the side yard setback requirement from a minimum of ten feet down to ten percent of the lot width, with a minimum setback of five feet.
8. On October 11, 2021 the City Council approved the reclassification of zoning of the subject property from “R-1” Single-Family Residential District to “R-1.5” Single-Family Residential District (6,500 sq ft.)
9. On December 20, 2021 the City Council approved the Madison Valley Phase 2 preliminary plat. The plat contains 154 lots and was set to expire December 20, 2022.
10. The applicant requested an extension of the preliminary plat and the City Council voted to approve the request on December 12, 2022.
11. The Planning Commission voted to recommend approval of the Madison Valley 2nd Plat on May 16, 2023.

- The City Council voted to approve Madison Valley 2nd Plat with the 1st reading on May 22, 2023.

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

- The current bulk and dimensional standards for the subject property is “R-1.5” Single-Family Residential District (6,500 sq ft.) is provided below.

R-1.5	
Minimum Lot Area (square feet)	6,500
Minimum Lot Width (feet)	60
Minimum Lot Depth (feet)	100
Yards, Minimum (feet)	
front	30
rear	30
side	7.5
side, exterior	15
Maximum Building Height (feet)	35
Maximum Building Coverage (%)	40

- Five foot (5') sidewalks will be required to be installed on lots and common areas within this subdivision.
- The proposed plat would complete the connection from N. Madison St. to the future Sunset Ln. using W. Heritage Dr.
- The proposed development is located within the territorial area of the City of Raymore and shall be served by City water.
- According to the MOU, there were three phases to this proposed development. This phase was required by the fire department since Sunset Ln. has not been constructed yet. The deviation from the phasing schedule is not the fault of the applicant. City Staff is still working with property owners to obtain Right-of-Way in order to be able to construct Sunset Ln. which is causing delays.

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 final plat is substantially the same as the Preliminary Development Plan and Memorandum of Understanding. Roadway alignments and lot configurations generally remain the same.

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> June 6, 2023	<u>City Council 1st</u> June 12, 2023	<u>City Council 2nd</u> June 26, 2023
-------------------------	--------------------------------------------	-----------------------------------------------------	-----------------------------------------------------

STAFF RECOMMENDATION

Staff recommends that the Planning and Zoning Commission accept the staff proposed findings of fact and forward Case #23018 Madison Valley 3rd Plat - Final Plat to the City Council with a recommendation of approval.

PLANNING AND ZONING RECOMMENDATION 6/6/2023

At is June 6, 2023 meeting, the Planning and Zoning Commission voted 6-0 to accept the staff proposed findings of fact and forward Case # 23018 Madison Valley 3rd Plat - Final Plat to the City Council with a recommendation of approval.



Development Agreement

For

Madison Valley 3rd Plat

*Lots 91-92, 101-102, 112-125, 158-159, and
174*

Legal Description Contained on Pages 2-3

**Between Blue Springs Safety Storage South, LLC,
Grantor,**

and

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

June 26, 2023

DEVELOPMENT AGREEMENT

THIS AGREEMENT, MADE THIS **26th day of June, 2023** by and between, **Between Blue Springs Safety Storage South, LLC** 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 **Madison Valley 3rd Plat, Lots 91-92, 101-102, 112-125, 158-159, and 174**, 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: **Madison Valley 3rd Plat, Lots 91-92, 101-102, 112-125, 158-159, and 174**

A TRACT OF LAND LOCATED IN THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 46 NORTH, RANGE 32 WEST, IN THE CITY OF RAYMORE, CASS COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTH HALF, THENCE ALONG THE WEST LINE OF SAID NORTH HALF, SOUTH 02°56'15" WEST 561.92 FEET; THENCE, LEAVING SAID WEST LINE, SOUTH 87°03'56" EAST, 680.50 FEET TO A POINT ON THE EAST LINE OF MADISON VALLEY 2ND PLAT, A SUBDIVISION OF LAND RECORDED AT THE CASS COUNTY, MISSOURI RECORDER OF DEEDS OFFICE, ALSO BEING THE POINT OF BEGINNING;

THENCE FROM THE POINT OF BEGINNING, LEAVING SAID EAST LINE, SOUTH 75°06'25" EAST, 159.26 FEET; THENCE SOUTH 14°53'35" WEST, 23.56 FEET; THENCE SOUTH 62°06'40" EAST, 252.23 FEET; THENCE ALONG A CURVE TO THE LEFT, HAVING AN INITIAL TANGENT BEARING OF NORTH 18°54'30" EAST, A RADIUS OF 175.00 FEET, AND AN ARC LENGTH OF 36.75 FEET; THENCE SOUTH 83°07'24" EAST, 50.00 FEET; THENCE SOUTH 87°54'21" EAST, 249.74 FEET; THENCE NORTH 83°57'07" EAST, 271.75 FEET, TO A POINT ON THE WEST LINE OF MADISON VALLEY FIRST PLAT, A SUBDIVISION OF LAND RECORDED AT THE CASS COUNTY, MISSOURI RECORDER OF DEEDS OFFICE; THENCE ALONG SAID WEST LINE FOR THE FOLLOWING SEVEN CALLS, SOUTH 12°15'47" EAST, 5.92 FEET; THENCE ALONG A CURVE TO THE RIGHT, BEING TANGENT TO THE LAST DESCRIBED COURSE, HAVING A RADIUS OF 975.00 FEET, AND AN ARC LENGTH OF 93.84 FEET; THENCE SOUTH 06°44'55" EAST, 8.92 FEET; THENCE, ALONG A CURVE TO THE RIGHT, BEING TANGENT TO THE LAST DESCRIBED COURSE, HAVING A RADIUS OF 15.00 FEET, AN ARC LENGTH OF 23.56 FEET; THENCE SOUTH 83°15'05" WEST, 101.08 FEET; THENCE SOUTH 06°44'55" EAST, 133.84 FEET; THENCE SOUTH 29°02'49" WEST, 56.36 FEET, TO THE WESTERLY CORNER OF LOT 48 OF SAID MADISON VALLEY FIRST PLAT; THENCE SOUTH 85°31'00" WEST, 319.43 FEET; THENCE NORTH 87°08'07" WEST, 63.00 FEET; THENCE NORTH 44°34'48" WEST, 31.70 FEET; THENCE NORTH 87°36'28" WEST, 150.20

FEET; THENCE NORTH 02°23'32" EAST, 57.08 FEET; THENCE ALONG A CURVE TO THE RIGHT, BEING TANGENT TO THE LAST DESCRIBED COURSE, HAVING A RADIUS OF 225.00 FEET, AND AN ARC LENGTH OF 48.42 FEET; THENCE NORTH 75°19'12" WEST, 108.93 FEET; THENCE NORTH 87°08'07" WEST, 105.10 FEET; THENCE NORTH 85°41'29" WEST, 50.00 FEET; THENCE ALONG A CURVE TO THE RIGHT, HAVING AN INITIAL TANGENT BEARING OF NORTH 04°18'31" EAST, A RADIUS OF 225.00 FEET AND AN ARC LENGTH OF 41.56 FEET; THENCE NORTH 14°53'35" EAST, 40.51 FEET; THENCE NORTH 75°06'25" WEST, 106.70 FEET TO A POINT ON THE EAST LINE OF SAID MADISON VALLEY 2ND PLAT; THENCE ALONG THE EAST LINE OF SAID MADISON VALLEY 2ND PLAT THE FOLLOWING SEVEN CALLS, NORTH 09°27'56" EAST, 30.75 FEET; THENCE NORTH 02°18'53" WEST, 31.88 FEET; THENCE NORTH 15°30'00" EAST, 17.96 FEET; THENCE ALONG A CURVE TO THE RIGHT, HAVING AN INITIAL TANGENT BEARING OF SOUTH 84°35'21" EAST, A RADIUS OF 175.00 FEET AND AN ARC LENGTH OF 11.67 FEET; THENCE, NORTH 09°13'56" EAST, 50.00 FEET; THENCE NORTH 25°08'58" EAST, 50.35 FEET; THENCE, NORTH 01°23'47" WEST, 21.41 FEET, TO THE POINT OF BEGINNING AND CONTAINS 5.98 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 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.
5. 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.
6. 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.

7. 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.

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.

5. A Stormwater Maintenance Agreement shall be submitted addressing the perpetual maintenance of all stormwater management infrastructure.

6. The Sub-divider acknowledges that the completion of Sunset Lane, a 2020 General Obligation Bond project to be completed by the City, is an ongoing project such that it may cause delays in the completion to allow for access into the Madison Valley 3rd Plat via the proposed connection to Heritage Drive. A connection to the existing Heritage Drive to the east within the Madison Valley 1st Plat may be required to provide full access into the subdivision following the acceptance of the improvements described herein.

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 **Madison Valley 3rd Plat, Lots 91-92, 101-102, 112-125, 158-159, and 174** is **\$16,388.61 (Sixteen Thousand Three-Hundred and Eighty-Eight Dollars and Sixty-One cents)**, a rate of **780.41 (Seven Hundred and Eighty dollars and Forty-One cents)** per platted lot. The fee-in-lieu shall be paid at the time of recording of the plat as contained within this agreement.
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.

STREAM BUFFER

1. The Sub-divider agrees that no land disturbance activities or removal of any trees shall occur within the stream buffer area except for:

- a. work to install the necessary outlet structures for the stormwater detention facilities; or
 - b. work to install any utility infrastructure; or
 - c. work to install a road crossing.
2. Construction fencing or a similar barrier shall be installed to discourage construction equipment and activity from occurring within the stream buffer area and to provide protection for existing tree canopy

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 agrees that no Certificates of Occupancy shall be issued for homes/lots within the Madison Valley 3rd Plat until such time the bridge crossing on West Heritage Drive has been completed and accepted by the City as part of the public improvements.
3. The Sub-divider agrees that sidewalks five-foot (5') in width shall be installed on all lots within the Madison Valley 3rd Plat at the time a home is constructed on a lot. Sidewalks on Lots 112 and 125 shall be designed to transition from a 5' sidewalk to connect to existing 4' sidewalks within the Madison Valley 1st Plat.
4. The Sub-divider agrees to install a barricade, or other appropriate measures to prevent any construction traffic from utilizing Park Drive to access the subdivision during construction of the subdivision. Such measures shall remain until the City accepts Park Drive as part of the public improvements for Phase 3.

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. The covenants herein shall run with the land described in this agreement and shall be binding and ensure to the benefit of the parties hereto and their successors or assigns and on any future and subsequent purchasers.
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. This agreement shall be recorded by the Sub-divider and its covenants shall run with the land and shall bind the parties, their assigns and successors in interest and title.

6. 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.

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

8. 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.

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 Blue Springs Safety Storage South LLC. at:

‰:Tony Ward
1120 NE Eagle Ridge Blvd.
Grain Valley, MO 64029

11. The Sub-divider acknowledges that this plat will expire within one year of the date the Raymore City Council approves an ordinance approving **Madison Valley 3rd Plat, Lots 91-92, 101-102, 112-125, 158-159, and 174**; 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 **Madison Valley 3rd Plat, Lots 91-92, 101-102, 112-125, 158-159, and 174**.

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

(SEAL)

THE CITY OF RAYMORE, MISSOURI

Jim Feuerborn, City Manager

Attest:

Erica Hill, City Clerk

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 SCHEDULE FOR MADISON VALLEY 3RD PLAT

DRAFT



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: June 12, 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 3815: Stevick Property Voluntary Annexation; Willow Hills Lot 5 (1010 N Jackson)

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

Property Location Map
Annexation Agreement

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

Ron and Eileen Stevick, owners of the property located at 1010 N. Jackson Street in the Willow Hills subdivision, have requested voluntary annexation into the corporate limits of the City. This property is the last remaining lot within the Willow Hills subdivision that has not been annexed.

The Annexation Agreement has been prepared that outlines the requirements of annexing into the City, including the provision of water service through a connection to the public main, as well as the process for bringing the property into compliance with the City's adopted zoning ordinance.

BILL 3815

ORDINANCE

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, ANNEXING PROPERTY DESCRIBED AS LOT 5 OF WILLOW HILLS SUBDIVISION, SECTION 10, TOWNSHIP 46N, RANGE 32W, CASS COUNTY, MISSOURI AND BELONGING TO RON AND EILEEN STEVICK, PURSUANT TO SECTION 71.014, OF THE REVISED STATUTES OF THE STATE OF MISSOURI."

WHEREAS, the legislature of the State of Missouri has enacted Section 71.014 of the Revised Statutes of Missouri whereby real property contiguous and compact to the existing corporate limits of a Municipal Corporation may be annexed to that Municipal Corporation upon petition of the owners of all fee interests of record in said real property; and,

WHEREAS, the fee-simple owners of record of the real property described have petitioned the City Council of the City of Raymore pursuant to section 71.014 of the Revised Statutes of Missouri, to annex said property; and,

WHEREAS, the City Council of the City of Raymore have determined that the area proposed for annexation is contiguous and compact to the existing city limits.

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

Section 1. That the following described real property of the owners, Ron and Eileen Stevick, the fee-simple owners of the property, shall be annexed into the Municipal Corporation of Raymore, Missouri, and that the geographic boundaries of the City of Raymore, be extended to include the following legally described property:

Lot 5 of Willow Hills, a subdivision of land in Cass County, Missouri.

Section 2. Filing. Three copies of this ordinance are to be filed with the County Clerk upon final adoption of this ordinance.

Section 3. Annexation Agreement. That the Annexation Agreement between the City of Raymore, Missouri, and Ron and Eileen Stevick, appended hereto and made part hereof, is hereby approved and the Mayor is authorized and directed to execute said agreement on behalf of the City of Raymore, Missouri.

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

Section 5. Severability. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate,

distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

DULY READ THE FIRST TIME THIS 12TH DAY OF JUNE, 2023.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 26TH DAY OF JUNE, 2023 BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Baker
Councilmember Barber
Councilmember Burke III
Councilmember Engert
Councilmember Forster
Councilmember Holman
Councilmember Townsend

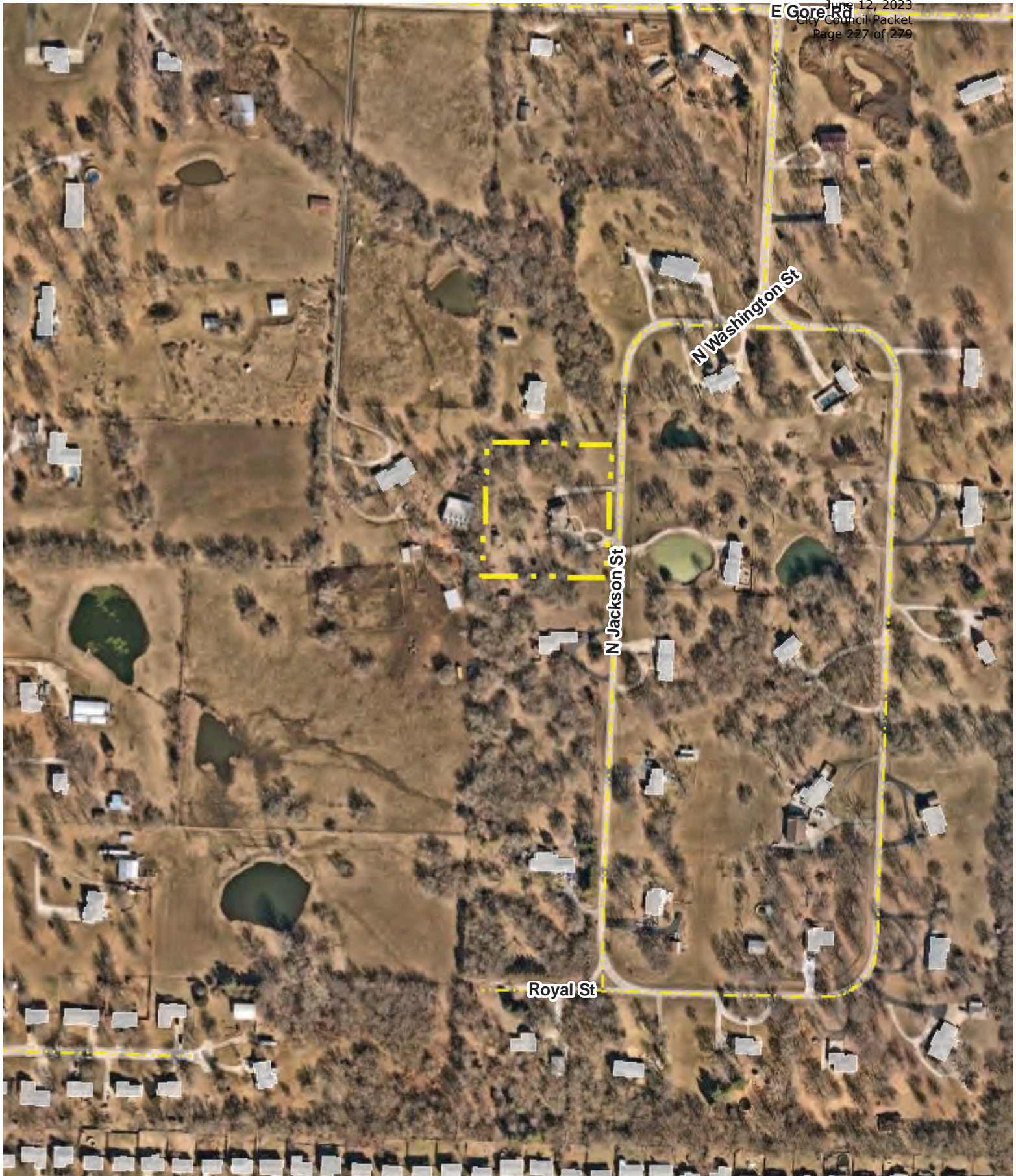
ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature



ANNEXATION AGREEMENT
Willow Hills Lot 5

THIS AGREEMENT, made this _____, by and between Ronald and Eileen Stevick, fee-simple owners of the property described herein, and hereinafter referred to as "Applicant" and the City of Raymore, Missouri, a Municipal Corporation, hereinafter referred to as "City".

WHEREAS, Applicant seeks to obtain annexation approval from the City for Lot 5, Willow Hills Subdivision, which is located at 1010 N. Jackson, Raymore, Cass County, Missouri, Section 10; Township 46; Range 32; and

WHEREAS, Applicant, herein defined, wishes to be annexed into the City of Raymore, Missouri, and;

WHEREAS, the City desires to ensure that certain covenants outlined in the annexation petition be accomplished by the Applicant in order to protect the public health, safety and welfare, and;

WHEREAS, the Applicant agrees to assume all improvement obligations as prescribed below by the Terms of this Agreement; and;

WHEREAS, the City is authorized to enter into such agreements as an exercise of its police powers and pursuant to the Missouri Constitution, the Raymore Charter, and the Revised Statutes of Missouri.

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 hereby described as:

Lot 5, Willow Hills, a subdivision of land in Cass County, Missouri.

ZONING

2. If annexed into the City Limits, the Applicant acknowledges and agrees to allow the City of Raymore to file an application to establish a City zoning classification consistent with the adjacent properties within the Willow Hills subdivision. The City agrees to submit an application for rezoning on the Applicant's behalf upon receipt of a written request to do so from the Applicant. No filing fee shall be assessed for the rezoning application.
3. Any rezoning of Property and any provision of city services shall be in accordance with the Raymore Code of Ordinances and any other applicable city requirements.
4. The parties agree that this Agreement does not, in any respect, constitute the commitment of the City, the City Council or any of the City's elected officials to exercise legislative discretion to approve a petition to rezone the Property to any particular city zoning classification, except that this responsibility will be exercised in accordance with City ordinances, policies and procedures.

WATER SERVICE

5. Refusal to allow an Applicant access to the City water line will constitute a failure by the City to provide normal municipal services and shall make this annexation agreement as it pertains to that Applicant's property null and void.
6. The Applicant agrees to pay any applicable water tap fees and rate charges.
7. The City of Raymore water system within the Willow Hills Subdivision meets the minimum Mo/DNR requirements and City of Raymore standards.
8. The City of Raymore makes no express or implied warranty regarding water pressure at the point of discharge on the subject properties.
9. It shall be the responsibility of the property owner to assure that the proposed water service for the subject property has been adequately sized to provide satisfactory water pressure for the property owner at the point of discharge on the above property. Given the distance between the City water main and the connection point to the home located the property a larger service or booster pump may be necessary.
10. The parties hereby acknowledge that despite the services provided in paragraphs 8 and 9 there may be occasions in which the water pressure at the point of discharge on the above described property drops below a level satisfactory to the property owner and the City of Raymore shall not be held responsible for damage or inconveniences during such occasions.
11. The property owner(s) and their heirs, executors, administrators, successors and assigns hereby waive and release the City of Raymore from any and all

claims for any damages arising from unsatisfactory water pressure at the point of discharge on the above described property.

ROAD IMPROVEMENTS/CONDITIONS

12. The Applicant agrees and acknowledges that the road system within the Willow Hills Subdivision that serves the subject property is owned by Cass County and is maintained by the city of Raymore at a rural standard, which includes grading and snow plowing and not ditch or culvert maintenance.

SANITARY SEWER CONDITIONS

13. The Applicant agrees and acknowledges that the property is currently served by an on-site (septic) waste disposal system.
14. The Applicant agrees that the on-site waste disposal system will be properly maintained in good working order at all times.
15. The Applicant agrees to modify, repair or replace the on-site waste disposal system at any time it fails to function properly at his own expense.
16. Should sanitary sewer service lines be installed near the subdivision in the future, Section 710.140 of the Raymore City Code states "Existing residences with an individual sewage disposal system that is properly functioning are not required to connect to a public sanitary sewer system. Should the individual sewage disposal system fail, connection shall be made to a public sanitary sewer system. If no public sanitary sewer system is available within three-hundred (300) feet of the primary structure, then the individual sewage disposal system may be repaired or replaced." If a connection is made to a public sanitary sewer system, the Applicant agrees to pay any applicable sewer fees and rate charges.
17. The Applicant agrees that the extension of sanitary sewer service lines to the property will be at the Applicant's or its assigns' cost.
18. All new public improvements must be approved by the City, constructed to City standards, and inspected by the City; and the Applicant agrees to dedicate easements to the City in compliance with City standards for utility easements.

CITY SERVICES

19. The City agrees to provide police protection, and other City services to the property to the same extent, and upon the same terms and conditions, as those services are provided throughout the City.

20. The Applicant agrees that solid waste services will be provided to the property in a manner consistent with service provision to other residents, which may include City provided or contracted service.

GENERAL REQUIREMENTS

21. If, at any time, any part hereof has been breached by the Applicant, the City may withhold approval of any or all building permits applied for development until breach or breaches has or have been cured.
22. The Applicant agrees to record this Agreement with Cass County, Missouri, and to pay the costs of said recording and provide a copy of the recorded Agreement to the City. The covenants herein shall run with the land and shall bind the parties, their assign and successors, in interest and title.
23. The parties agree that execution of this agreement in no way constitutes a waiver of any requirements of applicable City ordinances and any State or Federal laws with which the Applicant must comply and does not in any way constitute prior approval of any future proposal for development.
24. This agreement shall constitute the complete agreement between the parties and any modification hereof shall be in writing, subject to approval of the parties.
25. Any provision of this Agreement which is not enforceable according to law will be served here from, and the remaining provisions shall be enforced to the fullest extent permitted by law.
26. The undersigned represent that they each have the authority and capacity to execute this Agreement. This Agreement shall not be valid unless executed by the parties and approved by ordinance duly enacted by the City Council of the City of Raymore, Missouri.

IN WITNESS WHEREOF, the parties hereto have approved to form and content this agreement in triplicate as of the day and year first above written.

(SEAL)

THE CITY OF RAYMORE, MISSOURI

By: _____
Kristofer P. Turnbow, Mayor

Attest:

Erica Hill, City Clerk

OWNER

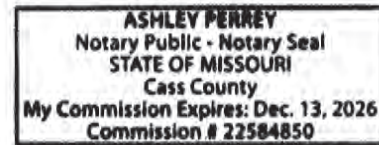
By: Edna Eileen Stevick

By: Ronald J Stevick

APPLICANTS

Subscribed and sworn to me on this
the 1st day of June 2023
in the County of CASS,
State of Missouri.

Stamp:



Notary Public: Ashley Perrey My Commission Expires: 12/13/2026

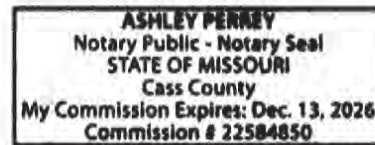
By: Edna Eileen Stevick

By: Ronald J Stevick

APPLICANTS

Subscribed and sworn to me on this
the 1st day of June 2023
in the County of CASS,
State of Missouri.

Stamp:



Notary Public: Ashley Perrey My Commission Expires: 12/13/2026



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: June 12, 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 3817: Award of Contract for Professional Services - Raymore 2045 Comp Plan

STRATEGIC PLAN GOAL/STRATEGY

FINANCIAL IMPACT

Award To: Olsson Studio
Amount of Request/Contract: \$55,000
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

Contract

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

In 2021, the City began the efforts of drafting a new Comprehensive Plan for the City. Following the 2022 Community Conversation hosted by the City, staff compiled a draft of the plan, with the intent of contracting with a consultant to assist with the final design, drafting, and compilation of the plan for adoption by the City.

The Consultant will help develop a 'brand' for the proposed plan, and incorporate professionally developed drawings, images, diagrams and figures to support the findings and recommendations of staff, as well as provide technical assistance through sophisticated demographic and economic insights to incorporate into the final plan.

The Consultant will assist staff through the final adoption process between the various Boards and Commissions, as well as the adoption by the City Council.

Staff issued an RFQ to solicit bids in April of 2023. Olsson Studio was the sole-submittal.

Staff recommends the award of contract to Olsson Studio in the amount of \$55,000

BILL 3817

ORDINANCE

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH OLSSON STUDIO FOR THE PROVISION OF PROFESSIONAL SERVICES RELATED TO THE CITY'S COMPREHENSIVE PLAN UPDATE IN THE AMOUNT OF \$55,000 AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS."

WHEREAS, the City commenced the comprehensive planning process to update and adopt a new Comprehensive Plan to guide the future growth of the City; and,

WHEREAS, staff publicly advertised and solicited bid for the provision of professional services related to the Comprehensive Plan; and,

WHEREAS, staff reviewed the proposals submitted and determined that the proposal from Olsson Studio was the best of the proposals submitted.

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

Section 1. The City Manager is authorized to enter into an agreement with Olsson Studio for the Comprehensive Plan project.

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

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

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

DULY READ THE FIRST TIME THIS 12TH DAY OF JUNE, 2023.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 26TH DAY OF JUNE, 2023, BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Baker
Councilmember Barber
Councilmember Burke III
Councilmember Engert
Councilmember Forster
Councilmember Holman
Councilmember Townsend

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature



CITY OF RAYMORE
CONTRACT FOR PROFESSIONAL SERVICES

Comprehensive Plan Update

AGREEMENT FOR PROVISION OF THE FOLLOWING SERVICES

Agreement made this 26th day of June, 2023 between Olsson Studio, an entity organized and existing under the laws of the State of Missouri, with its principal office located at 1814 Main St., Kansas City, MO 64108, hereafter referred to as the **Consultant**, and The City of Raymore, Missouri, a Charter City organized and existing under the laws of the State of Missouri, with its principal office located at 100 Municipal Circle, Raymore, Missouri, hereafter referred to as the **City**.

This contract and applicable attachments represent the entire understanding and agreement between the parties and no oral, implied, alterations or variations to the contract will be binding on the parties, except to the extent that they are in writing and signed by the parties hereto. This contract shall be binding upon the heirs, successors, administrators, executors and assigns of the parties hereto.

In the event there are any inconsistencies in the provisions of this contract and those contained in the proposal they will be resolved in accordance with the terms of this contract.

This contract is effective as of June 26, 2023 and coincidental with the City Manager's signature and attestation by the City Clerk and shall remain in effect as described within the attachments.

ARTICLE I
THE WORK

Consultant agrees to perform all work and provide all deliverables as specified in and according to the Request for Qualifications/Quote RFQu #23-005 and the General Terms and Conditions in Appendix B, commonly referred to as Contract Terms and Conditions and according to the Contract Agreement set forth here. Consultant agrees to provide all labor, materials, tools, permits, and/or professional services and perform the contracted work in accordance with all specifications, terms and conditions as set forth within RFQu # 23-005 including insurance and termination clauses as needed or required. The work as specified in Appendix A,

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

ARTICLE II TIME OF COMMENCEMENT AND COMPLETION

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

ARTICLE III CONTRACT SUM AND PAYMENT

The City agrees to pay the Consultant, \$55,000 which is "not to exceed" \$55,000 dollars for completion of the work, subject to the provisions herein set. The City Manager has the authority for change orders.

ARTICLE IV CONTRACT PAYMENT

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

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

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

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

ARTICLE V INSURANCE REQUIREMENTS

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

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

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

ARTICLE VI RESPONSIBILITIES

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

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

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

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

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

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

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

ARTICLE VII TERMINATION OF AGREEMENT

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

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

ARTICLE VIII CONTRACT DISPUTES AND MEDIATION

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

ARTICLE IX WARRANTY

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

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

ARTICLE X

AFFIDAVIT of WORK AUTHORIZATION

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

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

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

ARTICLE XI
ENTIRE AGREEMENT

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

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

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

(SEAL)

THE CITY OF RAYMORE, MISSOURI

By: _____
Jim Feuerborn, City Manager

Attest: _____
Erica Hill, City Clerk

SEAL)

OLSSON STUDIO

By: _____

Title: _____

Attest: _____

Appendix A
Scope of Services

SCOPE OF SERVICES

This exhibit is hereby attached to and made a part of the Letter Agreement for Professional Services dated June 12, 2023, between the City of Raymore, Missouri ("Client") and Olsson, Inc. dba Olsson Studio ("Olsson") providing for professional services. Olsson's Scope of Services for the Agreement is indicated below.

PROJECT DESCRIPTION AND LOCATION

Project will be located at: Raymore, Missouri
Project Description: Comprehensive Plan

SCOPE OF SERVICES

Olsson shall provide the following services (Scope of Services) to Client for the Project:

PHASE 100 – DISCOVER

Olsson will provide Project management coordination, quality/cost control, information coordination, and Project schedules.

Following contract execution, Olsson will attend one (1) virtual kickoff meeting with the project management team to define expectations and clarify Project goals. Olsson shall review Project scope, schedule, and Core Team makeup and responsibilities.

Olsson will attend one (1) monthly virtual progress meeting with Client to discuss Project status.

Olsson will prepare a branding plan to detail the logo, colors, fonts, and theming to be integrated into all print and digital Project materials.

Following Project kickoff, Client will provide Olsson with existing conditions data, including:

- GIS data from city (parcels, city boundary, aerial imagery, urban growth boundaries and/or management areas, existing and future land uses, zoning, special use districts, overlay zones, public facilities, utility infrastructure, street centerlines, transit routes/stops, bicycle lanes, sidewalks, trails, roadways, street classifications/typology, parks, edge of pavement, public right-of-way, parking lots, building footprints, et cetera)
- Available economic development data
- Draft Raymore 2045 Blueprint documents
- Engagement summaries developed from the Community Conversation event and other engagement efforts related to the comprehensive plan update
- Park planning documents for inclusion in the Plan

Olsson will review all documents provided and develop an initial list of recommended edits and feedback for the draft Plan document. Olsson will up to two (2) times, virtually, with the Client to review feedback, organization of the Plan, and graphics to be included.

Olsson will review available base map information and GIS layers provided by Client and will assemble up to eight (8) maps required for the Plan document.

Economic and Demographic Analysis:

Olsson will prepare an Economic and Demographic Analysis to evaluate the city's potential to support future development and redevelopment of a variety of land uses and housing. The Economic and Demographic Analysis will evaluate the historic, current, and future demographic, economic, and real estate market forces and trends that influence the city's future urban growth patterns.

These analyses will assist in identifying the city's ability to continue to attract new residents and jobs that will in turn generate future residential housing formats to serve all ages and income levels. The housing market will be specifically explored to understand affordability, attainability, how to appropriately blend multiple formats, and balance new development with the existing housing stock. Residential housing units will be forecast to determine the velocity of future urban growth.

The Economic and Market Analysis will (1) identify and analyze demographic, economic, and development trends impacting the city and (2) identify and analyze existing residential and employment market conditions.

Deliverables:

- Project kickoff meeting materials
- Branding plan
- Memorandum for each monthly virtual Project progress meeting
- Draft Economic and Demographic Analysis
- Comprehensive Plan Draft Deliverable #1 (Plan outline and format, Plan introduction, existing plans summaries, and State of the City Assessment)

Meetings:

- One (1) virtual Project kickoff meeting
- Up to eight (8) monthly virtual Project progress meetings
- One (1) in-the-field photographic inventory of the city

PHASE 200 – PLAN

Olsson will review and/or create a series of actionable, draft recommendations in the form of goals, policies, and framework plans. Draft recommendations plan will address land use, development and redevelopment, economic development, transportation (multimodal), parking, placemaking, community character, equity, recreation, arts, culture, public facilities, services, sustainability, resiliency, and other topics as deemed necessary. The comprehensive plan document will be illustrative, including annotated plan graphics and photographic imagery. Olsson will create five (5) activity centers framework graphics and up to nine (9) park site graphics. Park site graphics will be hand drawn over high resolution aerials, labeled, and color rendered.

Client's Responsibilities:

- None

Deliverables:

- Comprehensive Plan Draft Deliverable #2 (written and illustrated draft recommendations for all topics)

Meetings:

- Monthly virtual Project progress meetings

PHASE 300 – REFINE

Client will provide a single PDF of requested changes to the comprehensive plan, prior to drafting of the implementation plan.

Olsson will provide one round of revisions to illustrative graphics for activity centers and park sites. Revisions will be limited to minor adjustments and not a full redesign. Olsson will meet with the client ahead of creation to garner a full understanding of expectations and direction.

Client Responsibilities:

- Single PDF file formatted document of initial city staff member comments for draft recommendations

Deliverables:

- Comprehensive Plan Draft Deliverable #3 (refined version of Draft Plan Deliverable #2)

Meetings:

- Monthly virtual Project progress meetings

PHASE 400 – STRATEGIZE

Olsson will review and/or develop supporting implementation strategies for recommendations in the form of strategies, programs, projects, and policies. Olsson will draft the final section – implementation action plan – and submit to Client for review.

Client will provide a single PDF file formatted document of comments on implementation strategies to be addressed.

Olsson will submit a revised, complete, and final comprehensive plan. Client will present the final comprehensive plan to the Planning & Zoning Commission and City Council for consideration of adoption. Olsson will attend Planning & Zoning Commission and City Council meetings for questions and answers.

Client Responsibilities:

- Single PDF file formatted document of final city staff member comments for implementation strategies

Deliverables:

- Comprehensive Plan Final Deliverable #4 (final plan with all sections edited and fully formatted [PDF and Word])

Meetings:

- Planning & Zoning Commission public hearing
- City Council public hearing and adoption
- Park Board public hearing

PHASE 500 – SUSTAIN

Olsson will provide the Client with a final invoice for Scope of Services items, transfer final files to Client, and transfer ownership, maintenance, and training of the Project website to Client.

Client Responsibilities:

- None

Deliverables:

- Transfer of materials

Meetings:

- None

TOTAL SCOPE OF SERVICES \$55,000.00
(Includes expenses)

Should Client request work in addition to the Scope of Services, Olsson shall invoice Client for such additional services (Optional Additional Services) at the standard hourly billing labor rate charged for those employees actually performing the work, plus reimbursable expenses if any. Olsson shall not commence work on Optional Additional Services without Client's prior written approval.

Olsson agrees to provide all of its services in a timely, competent and professional manner, in accordance with applicable standards of care, for projects of similar geographic location, quality and scope.

SCHEDULE FOR OLSSON'S SERVICES

Unless otherwise agreed, Olsson expects to perform its services under the Agreement as follows:

Anticipated Start Date: May 2023
Anticipated Completion Date: December 2023

Olsson will endeavor to start its services on the Anticipated Start Date and to complete its services on the Anticipated Completion Date. However, the Anticipated Start Date, the Anticipated Completion Date, and any milestone dates are approximate only, and Olsson reserves the right to adjust its schedule and any or all of those dates at its sole discretion, for any reason, including, but not limited to, delays caused by Client or delays caused by third parties.

Appendix B General Terms and Conditions

A. Procedures

The extent and character of the services to be performed by the Consultant shall be subject to the general control and approval of the Development Services Director in consultation with the Finance Director or their authorized representative (s). The Consultant shall not comply with requests and/or orders issued by any other person. The Development Services Director will designate his/her authorized representatives in writing. Both the City of Raymore and the Consultant must approve any changes to the contract in writing.

B. Contract Period

Award of this contract is anticipated prior to the end of May 2023, with items requested completed within 90 days.

C. Insurance

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

1. General Liability

Owners and Protective Liability.

Minimum Limits

General Liability:
\$2,000,000 Each Occurrence Limit

D. Hold Harmless Clause

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

E. *Exemption from Taxes*

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

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

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

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

G. *Invoicing and Payment*

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

H. *Cancellation*

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

I. *Contractual Disputes*

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

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

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

J. *Severability*

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

K. *Applicable Laws*

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

L. *Drug/Crime Free Work Place*

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

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

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

M. *Inspection*

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

N. *No Escalation of Fees*

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

O. *Permits*

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

P. *Release of Information*

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

Q. *Rejection of Bids*

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

R. *Affidavit of Work Authorization and Documentation:*

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

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

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



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: June 12, 2023

SUBMITTED BY: Ryan Murdock

DEPARTMENT: Administration

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

TITLE / ISSUE / REQUEST

Bill 3818: Budget Amendment: Trash, Recycling, and Yard Waste Fees

STRATEGIC PLAN GOAL/STRATEGY

FINANCIAL IMPACT

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

PROJECT TIMELINE

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

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

Request letter from Constable Sanitation - George Constable

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

As part of the contract for trash, recycling, and yard waste collection, Constable Sanitation is requesting an adjustment in the fee for trash and recycling services. This increase follows the Consumer Price Index for garbage and trash hauling. The proposed rates will increase trash service by \$0.86 a month and will increase recycling by \$0.11 per month.

BILL 3818

ORDINANCE

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AMENDING THE FY 2023 BUDGET AND UPDATING THE SCHEDULE OF FEES FOR RESIDENTIAL TRASH AND RECYCLING SERVICES."

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

WHEREAS, the Consumer Price Index rose at a rate of 6.9% through May of 2023.

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

Section 1. The City Manager is hereby directed to amend the FY 2023 Budget to reflect the updated schedule of fees as follows:

TRASH SERVICE

Residential Trash Service	\$14.28 per month to \$15.14 per month
Residential Recycling Service	\$5.48 per month to \$5.59 per month
Residential Cart Fee	\$1.50 per month
Residential Additional Cart Fee	\$0.75 per additional cart

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

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

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

DULY READ THE FIRST TIME THIS 12TH DAY OF JUNE, 2023.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 26TH DAY OF JUNE, 2023, BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Baker
Councilmember Barber
Councilmember Burke III
Councilmember Engert
Councilmember Forster
Councilmember Holman
Councilmember Townsend

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature



Hello City of Raymore,

The solid waste CPI is currently 6.9 percent. Constable Sanitation would like to propose an increase of 6 percent on trash pricing and 2 percent on recycling price effective July 15, 2023. This price increase keeps Constable Sanitation significantly lower than neighboring municipalities. The price is outlined below:

Current trash collection rate - \$14.28

Adjusted trash collection rate - \$15.14

Current recycling collection rate - \$5.48

Adjusted trash collection rates - \$5.59

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

Thank you,

George Constable



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: June 12, 2023

SUBMITTED BY: Jim Wilson

DEPARTMENT: Police

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

TITLE / ISSUE / REQUEST

Bill 3798 : Agreement for SRO services with the Raymore-Peculiar School District

STRATEGIC PLAN GOAL/STRATEGY

2.1: Set the standard for a safe and secure community

FINANCIAL IMPACT

Award To: City of Raymore from Raymore/Peculiar School District
Amount of Request/Contract: \$276/day or \$138/half day - maximum of 178 full days
Amount Budgeted:
Funding Source/Account#:

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
July 1, 2023	June 30, 2024

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission: Raymore-Peculiar School Board
Date:
Action/Vote:

LIST OF REFERENCE DOCUMENTS ATTACHED

Raymore-Peculiar School District - School Resource Officer Agreement

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

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

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

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

BILL 3798

ORDINANCE

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

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

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

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

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

Section 2. Effective Date. The effective date of approval of this Ordinance shall be coincidental with the Mayor's signature and attestation 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 12TH DAY OF JUNE, 2023.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 26TH DAY OF JUNE, 2023, BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Baker
Councilmember Barber
Councilmember Burke III
Councilmember Engert
Councilmember Forster
Councilmember Holman
Councilmember Townsend

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature



Raymore-Peculiar School District

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

School Resource Officer AGREEMENT

This Agreement is entered into this 1st day of July, 2023, by and between the City of Raymore, a public entity, hereinafter referred to as "City" and Raymore-Peculiar R-II School District, a political subdivision of the State of Missouri, hereinafter referred to as "District."

WITNESSETH

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

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

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

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

2. Term – The term of the Agreement shall be from July 1, 2023 through June 30, 2024. During days the officer is not on duty with the School District, the officer may perform community outreach duties as determined by the Chief of Police. In the event of a city-wide emergency, the officer may be removed from the school to perform police duties at the direction of the Chief of Police, or a designee.
3. Termination – The Agreement may be terminated without cause by either party upon 30 days prior written notification.
4. Relationship of Parties – The City and the assigned officer shall have the status of an independent contractor for purposes of the Agreement. The officer assigned to the District shall be considered an employee of the City, selected by and under the command and supervision of the Police Department. The assigned officer will be subject to current procedures in effect for the City of Raymore police officers, including attendance at all mandated training and testing to maintain state law enforcement certification. The Agreement is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, or formal business association or

organization of any kind between the parties, and the rights and obligations of the parties shall be only those expressly set forth in the Agreement. The parties agree that no person supplied by the District to accomplish the goals of the Agreement is considered to be a City employee and that no rights under City civil service, retirement, or personnel rules accrue to such person.

5. Consideration – In consideration of the assignment of one (1) police officer to work in the District as provided herein, the District agrees to pay the City \$276.00 per day (8 hour day) for each full day the police officer works for the District or \$138.00 per half day (4 hour day) for a maximum of 175 full work days or combination thereof whenever school is in session with students present. The District will not be responsible for payment of overtime, unless it is requested by the District and mutually agreed upon with the Police Department. Any school district assignment of the officer requiring overtime pay shall be reimbursed to the City at the overtime rate according to City payroll regulations. The officer's weekly District schedule will be assigned by the Assistant Superintendent of Operations in cooperation with the Raymore Chief of Police, or a designee. The Assistant Superintendent of Operations and the Chief of Police will meet at regular intervals to ensure that any issues and/or concerns are addressed in a timely manner.

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

Coverage for summer school days will be determined after summer school sites are determined and will be communicated to the Chief of Police by May 1 of each year.

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

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

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

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

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

1. District Responsibilities – The District will provide the assigned officer equipment as is necessary at his/her assigned school(s). Equipment shall include a mobile phone, radio, secured filing space and access to a computer.

District will provide a budget up to \$1,000 per officer for SRO professional development as requested by the District and mutually agreed upon with the Police Department.

School Event Security Memorandum of Understanding

This MEMORANDUM OF UNDERSTANDING is entered into this 1st day of July, 2023, by and between the City of Raymore, Missouri, a public entity, hereinafter referred to as "City" and Raymore-Peculiar R-II School District, a political subdivision of the State of Missouri, hereinafter referred to as "District", collectively referred to as the "the Parties".

RECITALS:

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

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

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

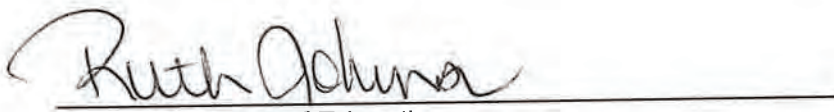
NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the City and the District agree as follows:

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

9. The City shall provide the District with a list, which shall be revised from time to time as is necessary, of officers available and willing to staff after-hours events and each officer's corresponding applicable overtime rates;
10. This Memorandum of Understanding shall be effective from the date of execution through June 30, 2024, provided the term may be mutually extended by the Parties as they deem necessary upon completion of a signed writing by the Parties;
11. This Memorandum of Understanding may be terminated without cause by either party upon 30 days' prior written notification;
12. Any disputes arising under this Memorandum of Understanding shall be governed by applicable Missouri Law;

Raymore-Peculiar R-II School District

By: 
Superintendent of Schools

By: 
President, Board of Education

Attested by: 
Secretary, Board of Education

City of Raymore, Missouri

By: _____
City Administrator

By: _____
Mayor

Attested by: _____
City Clerk

Miscellaneous

THE RAYMORE CITY COUNCIL HELD A WORK SESSION ON MONDAY, JUNE 6, 2023, AT 6:00 P.M., AT RAYMORE CITY HALL, 100 MUNICIPAL CIRCLE. PRESENT: MAYOR PRO TEM ABDELGAWAD, COUNCILMEMBERS BAKER, BARBER, BURKE III, ENGERT, HOLMAN, AND TOWNSEND. PRESENT VIA TELEPHONE: COUNCILMEMBER FORSTER. ALSO PRESENT: CITY MANAGER JIM FEUERBORN, ASSISTANT CITY MANAGER RYAN MURDOCK, AND CITY STAFF.

A. Police Department Body Cam/In-Vehicle Camera and Taser Program

Chief of Police Jim Wilson discussed with the Council a recommendation to change vendors for the Police Department body cameras and in-car video cameras along with the Police Department tasers. He noted several issues with the performance and reliability of the current devices. Council directed staff to proceed immediately to remedy the issues with the current vendor.

B. Council Packet Agenda and Meeting Management System

Assistant City Manager Ryan Murdock and City Clerk Erica Hill presented information on a new, automated system for Council meeting packet management. Council gave consensus to staff to move forward with the software.

C. City Council Paychecks

Finance Director Elisa Williams reviewed options on how paycheck stubs can be delivered to Council and presented them with options to choose how they each wish to receive their documents.

D. Other

The work session of the Raymore City Council adjourned at 7:00 p.m.

THE **PLANNING AND ZONING COMMISSION** OF THE CITY OF RAYMORE, MISSOURI, MET IN REGULAR SESSION **TUESDAY, MAY 16, 2023** IN THE COUNCIL ROOM AT RAYMORE CITY HALL, 100 MUNICIPAL CIRCLE, RAYMORE, MISSOURI WITH THE FOLLOWING COMMISSION MEMBERS PRESENT: ERIC BOWIE, JEREMY MANSUR, JIM PETERMANN, WILLIAM FAULKNER, MATTHEW WIGGINS, KELLY FIZER, ERIC SMITH, MARIO URQUILLA, AND MAYOR TURNBOW. ALSO PRESENT WAS DEVELOPMENT SERVICES DIRECTOR DAVID GRESS, CITY PLANNER DYLAN EPPERT, ASSISTANT CITY ENGINEER TRENT SALSURY, 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 May 2, 2023 meeting**

Motion by Commissioner Faulkner, Seconded by Mayor Turnbow, to approve the Consent Agenda with a minor correction to the minutes.

Vote on Motion:

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

Motion passed 9-0-0.

6. **Unfinished Business - none**
7. **New Business -**

The applicant for Case A arrived late, so Case B was completed first.

a. **Case #23014 - Madison Valley 2nd Plat - Final Plat**

Commissioner Faulkner recused himself from the case.

City Planner Dylan Eppert gave an overview of the case, including the Staff Report. The requested action is for Final Plat approval for Madison Valley 2nd Plat, Final Plat. The property is generally located east of the future extension of Sunset Lane and north of N Park Drive. The existing zoning is “R-1.5”, Single Family Residential District, and the total tract size is 19.80 acres. There are a total of 55 lots and 6 tracts. The Future Land Use Plan Map identifies this area as appropriate for low-density residential development. The Major Thoroughfare Plan Map classifies the future extension of Sunset Lane as a Minor Collector. In October 2021, the

City Council approved the reclassification of zoning of the subject property from “R-1” Single-Family Residential District to “R-1.5” Single-Family Residential District with a minimum lot size of 6,500. In December 2021, the City Council approved the Madison Valley Phase 2 preliminary plat. The plat contains 154 lots and was set to expire in December 2022. The applicant requested an extension of the preliminary plat and the City Council voted to approve the request in December 2022. 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. There are current bulk and dimensional standards that must be met. According to the MOU, there were three phases to this proposed development. This would be the 1st phase as it is located west of the stream buffer. The phasing can only be changed by amending the MOU. A landscape buffer plan was required with the submittal of this final plat. City Staff has reviewed the proposed plan and it does comply with the UDC. Staff recommends the Planning & Zoning Commission accept the proposed findings of fact and forward the case to the City Council with a recommendation of approval.

Brian Rahn, representative for Blue Springs Safety Storage South LLC, came to the podium to answer any questions the Commissioners may have.

Commissioner Bowie asked Staff to explain what a subdivider is.

Development Services Director David Gress stated that a subdivider is someone who buys or owns property and sections it out, similar to a developer.

Motion by Commissioner Fizer, Seconded by Commissioner Smith, to accept Staff proposed findings of fact and approve Case #23014, Madison Valley 2nd Plat, Final Plat, to the City Council with a recommendation of approval, subject to the 2 conditions as presented.

Vote on Motion:

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

Motion passed 8-0-0.

Commissioner Faulkner re-joined the Commission at the dais.

b. Case #23016 - Johnston Drive Extension Final Plat

City Planner Dylan Eppert gave an overview of the case, including the Staff Report. The property location is generally west of Dean Avenue and east of Johnston Drive terminus. The road is classified as a Local Road, and the total tract size is .09407 acres. In April 2022, the City Council approved the PUD rezoning and Preliminary Development Plan for Allera, a 170-lot detached single-family development, that also included a 9-unit live/work attached single-family component. No applications have been submitted for this property to date. The

Timber Trails 3rd Plat, located to the southeast of the subject property, was approved by the City Council in September 2022. This was the most recent development within the Timber Trails area. In August 2020, the citizens of Raymore voted to approve General Obligation bonds (GO Bonds) that earmarked construction of Johnston Drive starting at the east terminus of Johnston Drive and proceeding west to Dean Avenue. This proposal would complete the Johnston Drive connection between S Outer Road and S Dean Avenue. Staff recommends the Planning & Zoning Commission accept the staff proposed findings of fact and forward the case to the City Council with a recommendation for approval.

Motion by Commissioner Urquilla, Seconded by Commissioner Mansur, to accept the Staff proposed findings of fact, and forward Case #23016, Johnston Drive Extension Final Plat, to the City Council with a recommendation of approval.

Vote on Motion:

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

Motion passed 9-0-0.

8. City Council Report

Mayor Turnbow gave an overview of the one City Council that occurred since the Planning & Zoning Commission last met.

9. Staff Report

Mr. Eppert noted that the June 6th meeting will go on as planned with 2 applications filed so far, Staff also noted that the Code Enforcement Officer Drayton Vogel celebrated 4 years with the City of Raymore and finally, wanted to wish everyone a fun and safe Memorial Day Holiday.

10. Public Comment

No public comments.

11. Commission Member Comment

Commissioner Bowie thanked Staff, and mentioned that he likes the new meeting time.

Commissioner Mansur thanked Staff.

Commissioner Petermann thanked Staff.

Commissioner Faulkner thanked Staff.

Chairman Wiggins thanked Staff, and wished everyone a happy and safe Memorial Day weekend.

Commissioner Fizer thanked Staff, and mentioned that Hawk Ridge Park is nice.

Commissioner Smith thanked Staff.

Commissioner Urquilla thanked Staff.

Mayor Turnbow gave an update on the landfill.

12. Adjournment

Motion by Commissioner Mansur, Seconded by Commissioner Faulkner, to adjourn the May 16, 2023 Planning and Zoning Commission meeting.

Vote on Motion:

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

Motion passed 9-0-0.

The May 16, 2023 meeting adjourned at 6:24 p.m.

Respectfully submitted,

Emily Jordan

PROCLAMATION

WHEREAS, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and

WHEREAS, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska and is now observed throughout the nation and the world; and

WHEREAS, trees can reduce the erosion, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen, and provide habitat for wildlife; and


WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products and increase property values, enhance the economic vitality of business areas and beautify our community.

NOW THEREFORE, I, Kristofer P. Turnbow, Mayor of the City of Raymore, do hereby proclaim June 12, 2023 as

ARBOR DAY

in the City of Raymore, and do encourage all citizens to celebrate Arbor Day by planting a tree in support of efforts to protect our trees and woodlands for future generations.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Raymore to be affixed this 12th day of June, 2023.


Kristofer P. Turnbow, Mayor



PROCLAMATION

WHEREAS, June 14, 2023, is the 107th anniversary of the National Flag Day, as determined by the 2nd Continental Congress, in the Flag Act of June 14, 1777, making the thirteen red and white striped flag with thirteen stars on a field of blue representing our first states; and,

WHEREAS, Our patriot ancestors, risking their lives and fortunes to form a new, perfect nation based on the Jeffersonian ideal of equality led by democratically ruled government and a free and open system of education to train citizen leaders; and,

WHEREAS, The Flag Act of 1794 was signed into law by President George Washington on January 13, 1794. It changed the design of the flag to accommodate the admission into the Union of the states of Vermont and Kentucky, providing for fifteen stripes as well as fifteen stars; and,

WHEREAS, The Flag Act of 1818 was enacted by Congress for the modern rule of having thirteen stripes to represent the original thirteen colonies and having the number of stars match the number of states. It also provided subsequent changes in the number of stars be made on July 4, Independence Day, the year following admission; and,

WHEREAS, The great conflict of the Civil War found union officers determined to maintain the union of our great nation joined together for the preservation of peace, rallied their troops under the flag of the "United States of America;" and,

WHEREAS, President Wilson, in 1916, and President Coolidge, in 1927, called for the nationwide observance of National Flag Day, and in 1949, President Harry S Truman signed into law the congressional decree making June 14th of each year National Flag Day, a time when Americans reflect on the foundation of our nation's freedom; and,

WHEREAS, Americans also remember their loyalty to the nation, reaffirm their beliefs in liberty and justice, and all that they gave so that we might freely meet here today.

NOW THEREFORE, I, Kristofer P. Turnbow, Mayor of the City of Raymore, Missouri, do hereby proclaim June 14 as **Flag Day** in the City of Raymore, Missouri.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Raymore to be affixed this 12th day of June, 2023.

Kristofer P. Turnbow
Mayor of the City of Raymore

