

AGENDA

Raymore City Council Regular Meeting
City Hall – 100 Municipal Circle
Monday, January 14, 2019

7:00 p.m.

- 1. Call to Order.**
- 2. Roll Call.**
- 3. Pledge of Allegiance.**
- 4. Presentations/Awards.**
- 5. Personal Appearances.**
- 6. Staff Reports.**
 - A. Status of Capital Improvements (pg 11)
 - B. Development Services (pg 17)
 - C. Monthly Court Report (pg 23)
 - D. Police/Emergency Management

7. Committee Reports.

8. Consent Agenda.

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

- A. City Council Minutes, December 10, 2018 (pg 27)
- B. Appointments and Affirmations of Membership to Incentive District Boards

Reference: - Agenda Item Information Sheet (pg 43)
- Resolution 19-01 (pg 45)

Because the timing of the expiration of the City CID and TDD board terms varies based on when the District was formed, in the past City staff has brought forward a Resolution for approval which makes all the board appointments to all the Districts for the upcoming year. The Resolution

shows each of the members currently serving on the boards, even if the members are not being re-appointed, in order for the City Council to better track who is serving on the various boards.

C. Appointment of Chief Jan Zimmerman as the Executive Director of SAFE

Reference: - Resolution 19-02 (pg 49)
- KCMCC Memorandum of Understanding (pg 51)

The Kansas City Metropolitan Crime Commission (KCMCC) has appointed Chief Jan Zimmerman as the Executive Director for the Spouse And Family Endowment (SAFE) Program. In acknowledgement of the partnership with the City of Raymore and the leadership of Chief Zimmerman in this critical initiative, the KCMCC will provide a valuable service to the City of Raymore with lifetime membership to the SAFE and Crimestoppers programs.

D. Disposal of Surplus Property

Reference: - Agenda Item Information Sheet (pg 55)
- Resolution 19-03 (pg 57)
- Exhibit A (pg 59)

9. Unfinished Business. Second Reading.

A. Easement Vacation - 914 Creekmoor Drive

Reference: - Agenda Item Information Sheet (pg 63)
- Bill 3414 (pg 65)
- Staff Report (pg 67)

David Govro is requesting to vacate a portion of a utility easement located in the rear yard of his property at 914 Creekmoor Drive.

- | |
|--|
| <ul style="list-style-type: none">• City Council, 12/10/18: Approved 8-0 |
|--|

B. Easement Vacation - Timber Trails Subdivision

Reference: - Agenda Item Information Sheet (pg 75)
- Bill 3415 (pg 77)
- Staff Report (pg 79)

Hunt Midwest Real Estate Development Inc. is requesting to vacate a water easement over an abandoned water main that crosses through the Timber Trails Subdivision.

- | |
|--|
| <ul style="list-style-type: none">• City Council, 12/10/18: Approved 8-0 |
|--|

C. 29th Amendment to the Unified Development Code

- Reference: - Agenda Item Information Sheet (pg 85)
- Bill 3416 (pg 87)
- Staff Report (pg 90)
- Planning Commission minutes (pg 95)

The 29th amendment to the Unified Development Code proposes to increase the minimum width of required sidewalks to five feet.

- | |
|--|
| <ul style="list-style-type: none">• Planning and Zoning Commission, 11/6/18: Approved 8-0• City Council, 12/10/18: Approved 8-0 |
|--|

D. Award of Contract - Recreation Park Pedestrian Bridge Replacement

- Reference: - Agenda Item Information Sheet (pg 97)
- Bill 3397 (pg 99)
- Contract (pg 101)

Staff requests approval to enter into a contract with Tasco LLC for the removal and replacement of the trail bridge between Moon Valley Park and Recreation Park.

- | |
|---|
| <ul style="list-style-type: none">• Parks and Recreation Board, 11/27/18: Approved 7-0• City Council, 12/10/18: Approved 8-0 |
|---|

E. Memorandum of Understanding - Variety KC

- Reference: - Agenda Item Information Sheet (pg 135)
- Bill 3417 (pg 137)
- MOU (pg 139)

Staff requests approval to enter into a memorandum of understanding with Variety KC. The MOU will outline the obligations and responsibilities involved in partnering with Variety KC for projects at T.B. Hanna Station.

- | |
|---|
| <ul style="list-style-type: none">• Parks and Recreation Board, 10/23/18: Approved 9-0• City Council, 12/10/18: Approved 8-0 |
|---|

F. Award of Contract - Michelle Biondo, Professional Grant Writing Services

- Reference: - Agenda Item Information Sheet (pg 141)
- Bill 3418 (pg 143)
- Contract (pg 145)

Staff requests approval to enter into a contract with Michelle Biondo, Professional Grant Writer, for grant writing services associated with the Hawk's Nest, Raymore's all-inclusive playground at Hawk Ridge Park.

- Parks and Recreation Board, 11/27/18: Approved 7-0
- City Council, 12/10/18: Approved 7-1

G. Award of Contract - City Facility Trash and Recycling Services

Reference: - Agenda Item Information Sheet (pg 147)
- Bill 3419 (pg 149)
- Contract (pg 151)

Staff requests approval to enter into a contract with Municipal Waste Services LLC for the City Facility Trash and Recycling services.

- City Council, 12/10/18: Approved 8-0

H. Award of Contract to the OATS Bus Service

Reference: - Agenda Item Information Sheet (pg 185)
- Bill 3411 (pg 187)
- Contract (pg 189)

As part of the FY 2019 Budget, Council directed staff to enter into a contract with OATS Bus service to begin offering free transportation to those who qualify in our community.

- City Council, 12/10/18: Approved 8-0

10. New Business. First Reading.

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

Reference: - Agenda Item Information Sheet (pg 197)

In accordance with Section 99.865 of the Revised Statutes of Missouri, the City Council shall determine if the tax increment financing (TIF) plans and their associated redevelopment projects are making satisfactory progress under the proposed time schedules contained within the approved plans for the completion of the projects. These include: Foxwood Village Shops TIF, Highway 58 West Extended Redevelopment TIF, Good Ranch Redevelopment Area TIF, and Highway 58 and Dean Avenue TIF.

B. Termination of the Good Ranch Tax Increment Financing Plan

Reference: - Agenda Item Information Sheet (pg 207)
- Bill 3424 (pg 209)

The Good Ranch Tax Increment Financing (TIF) Redevelopment Plan was approved by the City Council on May 8, 2006. State law prohibits the approval of redevelopment projects inside any approved Plan after ten (10) years have passed since its approval. In order to establish a clear start for any new TIF Plan and associated redevelopment projects that may come forward in the future, staff recommends that the original TIF Plan be officially terminated.

C. Reclassification of Zoning - Raymore Industrial Development (public hearing)

Reference: - Agenda Item Information Sheet (pg 211)
- Bill 3400 (pg 213)
- Staff Report (pg 215)
- Memorandum of Understanding (pg 228)
- 10/16/18 Planning Commission Minutes (pg 244)

Grant Harrison, representing VanTrust Real Estate, LLC, on behalf of property owner Good-Otis LLC, is requesting to reclassify the zoning of 136.38 acres of land located south of North Cass Parkway and east of Interstate 49 from "BP" Business Park District to "PUD" Planned Unit Development. The public hearing was continued from the December 10, 2018 meeting. Staff is requesting the public hearing and application be continued to the February 25, 2019, meeting.

- Planning and Zoning Commission, 10/16/18: Approved 7-0
- City Council, 12/10/18: Continued public hearing and consideration to 1/14/19

D. Raymore Industrial Development Preliminary Plan (public hearing)

Reference: - Agenda Item Information Sheet (pg 247)
- Resolution 18-66 (pg 249)
- Staff Report (pg 250)
- Memorandum of Understanding (pg 263)
- Preliminary Plan (pg 279)

Grant Harrison, representing VanTrust Real Estate, LLC, on behalf of property owner Good-Otis LLC, is requesting preliminary plan approval of the Raymore Industrial Development, a three-lot subdivision located south of North Cass Parkway and east of Interstate 49 from "BP" Business Park District to "PUD" Planned Unit Development. The public hearing was continued from the December 10, 2018 meeting. Staff is requesting the public hearing and application be continued to the February 25, 2019, meeting.

- Planning and Zoning Commission, 10/16/18: Approved 7-0
- City Council, 12/10/18: Continued public hearing and consideration to 1/14/19

E. Westbrook at Creekmoor Fifteenth Final Plat

- Reference: - Agenda Item Information Sheet (pg 281)
- Bill 3420 (pg 283)
- Staff Report (pg 286)
- Development Agreement (pg 292)
- Final Plat (pg 299)

Cooper Land Development Inc. is requesting approval of the Westbrook at Creekmoor Fifteenth Final Plat, a 26-lot single family subdivision located west of Creekmoor Drive and north of Rannoch Lane.

- | |
|---|
| <ul style="list-style-type: none">• Planning and Zoning Commission, 12/118/18: Approved 8-0 |
|---|

F. Budget Amendment Police Firing Range

- Reference: - Agenda Item Information Sheet (pg 301)
- Bill 3422 (pg 303)

The FY2013 Capital Improvement Fund contained funding for the police firing range. This Bill authorizes moving the remaining balance from the capital fund to the restricted revenue fund for future expenses.

G. Budget Amendment Department Organization Charts

- Reference: - Agenda Item Information Sheet (pg 305)
- Bill 3423 (pg 307)

The Communications Director was promoted to Assistant City Manager. The City Manager created an Accountant position and eliminated the Assistant Finance Director position. This Bill authorizes updating the organizational charts and moves the balance of the Communications Director personnel expenses to the Administration Department.

H. Agreement with A Graphic Resource for printing and mailing services

- Reference: - Agenda Item Information Sheet (pg 317)
- Bill 3421 (pg 319)
- Contract (pg 321)

The current contract with A Graphic Resource for printing and mailing services expired on Dec. 31. The agreement before Council is a three-year contract to provide the printing and mailing services for The Review, which is printed three times a year and mailed to all homes and businesses in the Raymore postal area.

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, 12/3/18 (pg 347)
 - Planning and Zoning Commission Minutes, 12/18/18 (pg 349)
-

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

Status of Capital Improvements - Projects not yet started			
Category	Project	Fiscal Year	Budget Amount
Buildings & Grounds	Building Door Access System	2019	\$36,000
Buildings & Grounds	Municipal Circle Light Replacement	2019	\$50,000
Buildings & Grounds	City Hall Exterior Painting	2019	\$47,000
Community Development	GO Project Support	2018	\$217,394
Parks & Recreation	Hawk Ridge Park Security Cameras	2019	\$31,000
Parks & Recreation	T.B. Hanna Park Security Camera	2019	\$15,525
Parks & Recreation	Projector and Screen Raymore Activity Center	2019	\$13,200
Parks & Recreation	Memorial Park Playground Improvements	2019	\$48,000
Parks & Recreation	Memorial Park Arboretum Light Replacement	2019	\$26,000
Parks & Recreation	Trail Lighting	2017	\$100,000
Sanitary	Harold Estates Sanitary Sewer Extension	2019	\$500,000
Sanitary	Sanitary Sewer Inflow and Infiltration Reduction	2019	\$126,075
Sanitary	Owen Good Force Main Repairs	2019	\$700,000
Sanitary	Evan Brook Sewer Repair	2019	\$18,000
Stormwater	Annual Curb Replacement Program	2019	\$200,000
Stormwater	Culvert Replacement	2019	\$35,000
Stormwater	Storm/Sanitary Sewer Camera	2019	\$110,000
Stormwater	Cul-de-sac Program	2017	\$100,000
Transportation	Annual Curb Replacement Program	2019	\$400,000
Transportation	Annual Street Preservation Program	2019	\$800,000
Transportation	Right of Way Infrastructure Repairs	2019	\$150,000
Transportation	Maintenance of Thoroughfare Routes	2019	\$200,000
Transportation	Shadowood Settlement Investigation	2019	\$30,000
Transportation	Street Light Installation	2018	\$15,000
Water	Hydrant Replacement	2019	\$112,000
Water	Star Drive Water Main	2019	\$53,000

Status of Capital Improvements - Projects in planning/bid stage			
Category	Project	Fiscal Year	Budget Amount
Buildings & Grounds	Parks Maintenance Facility Door Access System	2019	\$8,400
Parks & Recreation	Recreation Park Picnic Pavilion	2018	\$210,000
Parks & Recreation	Recreation Park Ballfield Lights	2019	\$90,000
Parks & Recreation	Recreation Park Pond	2019	\$150,000
Buildings & Grounds	City Hall Lower Level Fire Suppression Modification	2016	\$45,000
Stormwater	Detention Pond Rehab/Beautification Partnership	2017	\$50,000
Stormwater	City Hall Detention Pond	2017	\$80,000
Stormwater	Municipal Center BMP's	2017	\$80,000
Transportation	Lucy Webb Roundabout Additional Lighting	2018	\$12,000
Sanitary	Lift Station Emergency Generators	2018	\$94,500
Parks & Recreation	Recreation Park Pedestrian Bridge Replacements	2018	\$55,000
Community Development	GO Contingency/T.B. Hanna	2017	\$301,500
Water	Sensus Meter Reading System	2018	\$150,000

Status of Capital Improvements - Projects under construction				
Category	Project	Fiscal Year	Budget Amount	Milestone/Next Steps
Buildings & Grounds	City Hall Lobby Modifications	2018	\$40,000	
Buildings & Grounds	City Hall Front Entry Repair	2017	\$242,000	
Buildings & Grounds	Public Works Facility Roof Repair	2017	\$203,000	
Buildings & Grounds	City Hall LED Lighting Upgrades	2018	\$13,250	
Buildings & Grounds	Security Cameras at Parks & Public Works	2017	\$35,000	
Buildings & Grounds	Internet and Public Wifi in the Parks	2017	\$33,500	
Buildings & Grounds	Police Firing Range	2016	\$94,000	
Community Development	GO Hawk Ridge Park Support	2018	\$382,606	
Parks & Recreation	Hawk Ridge Park Phase (I-b) ADA Dock	2016	\$45,000	
Parks & Recreation	Hawk Ridge Park Phase (I-c) Restroom	2016	\$90,000	
Parks & Recreation	Hawk Ridge Park Walking Trail - Lake Loop	2015	\$160,000	
Sanitary	Owen Good Overflow Valve Replacement	2018	\$30,000	
Sanitary	Sanitary Sewer Inflow and Infiltration Reduction	2018	\$123,000	
Sanitary	Silvertop Sewer Replacement	2017	\$60,000	
Stormwater	Permeable Pavers Crosswalks	2018	\$176,685	
Transportation	Hubach Hill Road Street Light	2018	\$8,000	
Transportation	Johnston Drive Street Light	2018	\$8,000	
Transportation	Annual Sidewalk Program	2018	\$117,000	
Transportation	Construction of Sunset Lane Gap	2016	\$350,000	
Water	Sensus Meter Reading System	2017	\$150,000	

Status of Capital Improvements - Projects finished with major construction				
Category	Project	Fiscal Year	Budget Amount	Milestone/Next Steps
Parks & Recreation	Recreation Park Pedestrian Safety Enhance	2018	\$100,000	
Parks & Recreation	Ward Park Shelter Facility	2017	\$6,500	
Parks & Recreation	Raymore Arboretum	2017	\$10,000	
Sanitary	Sanitary Sewer Inflow and Infiltration Redu	2018	\$123,000	
Buildings & Grounds	Public Works LED Lighting Upgrades	2018	\$10,500	
Buildings & Grounds	City Hall Phone System	2017	\$45,000	
Stormwater	FY17 Stormwater Improvements	2017	\$74,000	
Sanitary	Silvertop Sewer Replacement	2017	\$60,000	
Stormwater	Annual Curb Replacement Program	2018	\$100,000	
Stormwater	North Washington Street Culvert Replacem	2018	\$33,000	
Stormwater	Stormwater Culvert Replacement	2018	\$28,000	
Transportation	Annual Curb Replacement Program	2018	\$400,000	
Transportation	Annual Street Preservation Program	2018	\$800,000	
Transportation	Maintenance of Thoroughfare Routes	2018	\$125,000	

Status of Capital Improvements - Projects finalized out and accepted by City Council					
Category	Project	Fiscal Year	Budget Amount	Total Expenditure	Over/Under
Transportation	Annual Curb Replacement Program	2018	\$400,000	\$398,954	\$1,046
Stormwater	Annual Curb Replacement Program	2018	\$100,000	\$100,000	\$0



MONTHLY REPORT December 2018

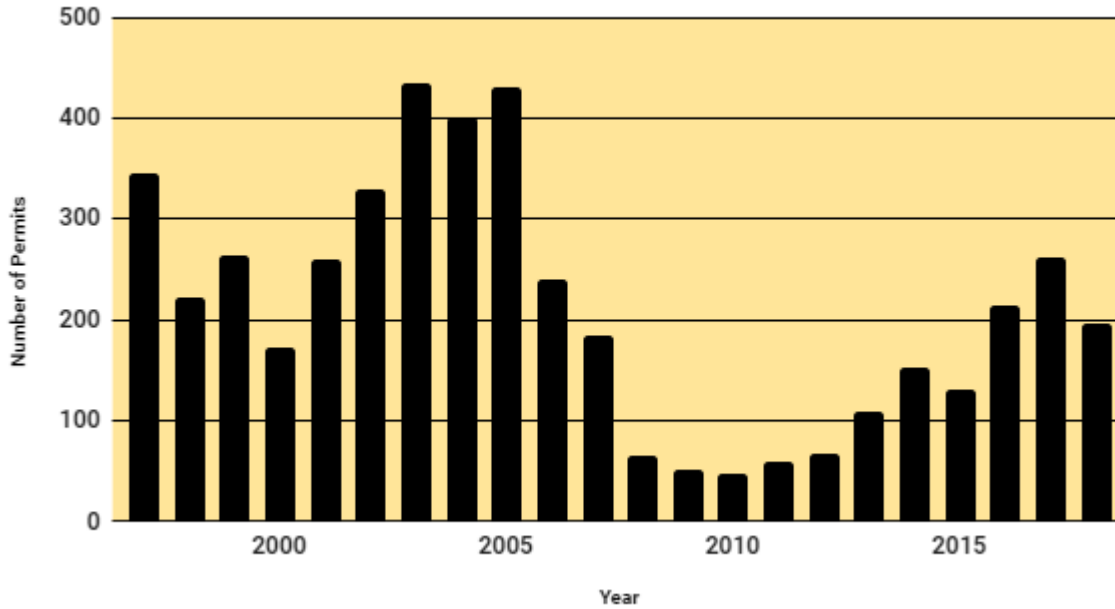
Building Permit Activity

Type of Permit	Dec 2018	2018 YTD	2017 YTD	2017 Total
Detached Single-Family Residential	2	153	202	202
Attached Single-Family Residential	0	44	60	60
Multi-Family Residential	0	0	20	20
Miscellaneous Residential (deck; roof)	25	604	480	480
Commercial - New, Additions, Alterations	1	17	34	34
Sign Permits	3	63	49	49
Inspections	Dec 2018	2018 YTD	2017 YTD	2017 Total
Total # of Inspections	409	5,947	7,141	7,141
Valuation	Dec 2018	2018 YTD	2017 YTD	2017 Total
Total Residential Permit Valuation	\$499,500	\$41,964,900	\$53,027,000	\$53,027,000
Total Commercial Permit Valuation	\$4,500	\$5,222,550	\$5,394,550	\$5,394,550

Additional Building Activity:

- A temporary Certificate of Occupancy was issued for the Discover Vision Center building at 1018 W. Foxwood Drive. Landscaping remains to be completed.
- A Certificate of Occupancy was issued for Freezing Moo Ice Cream to locate at 1941 W. Foxwood Drive in the Raymore Marketplace.
- Construction continues on the new self-storage facility at 308 E. Walnut Street.
- Building construction is nearing completion for the new Brightside Daycare building being constructed at 845 E. Walnut Street.

Single Family Building Permits



Code Enforcement Activity

Code Activity	Dec 2018	2018 YTD	2017 YTD	2017 Total
Code Enforcement Cases Opened	21	461	471	471
<i>Notices Mailed</i>				
-Tall Grass/Weeds	0	147	152	152
- Inoperable Vehicles	3	54	76	76
- Junk/Trash/Debris in Yard	6	96	75	75
- Object placed in right-of-way	3	26	22	22
- Parking of vehicles in front yard	2	36	87	87
- Exterior home maintenance	4	35	44	44
- Other (trash at curb early; signs; etc)	1	38	15	15
Properties mowed by City Contractor	2	56	60	60
Abatement of violations (silt fence repaired; trees removed; stagnant pools emptied; debris removed)	0	0	7	7
Signs in right-of-way removed	26	473	359	359
Violations abated by Code Officer	2	60	94	94

Development Activity

Current Projects

- Raymore Industrial Development, VanTrust Real Estate, North Cass Interchange
 - Rezoning to Planned Unit Development
 - Site Plan Approval
- Timber Trails 3rd Final Plat (request is on hold)
- Brookside South Rezoning, R-1P to R-2 (request is on hold)
- Dean Commercial Preliminary Plat
- Westbrook at Creekmoor 15th Final Plat
- Cunningham at Creekmoor 3rd Final Plat

	As of Dec 31, 2018	As of Dec 31, 2017	As of Dec 31, 2016
Homes currently under construction	184	301	242
Total number of Undeveloped Lots Available (site ready for issuance of a permit for a new home)	405	414	615
Total number of dwelling units in City	8,487	8,180	7,951

Actions of Boards, Commission, and City Council

City Council

December 10, 2018

- Denied a request for a conditional use permit for AutoTopia Car Detailing to install a sign at 1000 E. Hubach Hill Road
- Approved on 1st reading a request to vacate a portion of a utility easement in the rear yard of 914 Creekmoor Drive.
- Approved on 1st reading a request to vacate a water main easement that crosses through the proposed Timber Trails 3rd Plat.
- Approved on 1st reading the 29th amendment to the Unified Development Code.

Planning and Zoning Commission

December 18, 2018

- Recommended approval of the Westbrook at Creekmoor 15th Final Plat
- Continued the public hearing and request for the Dean Commercial Plat, a 9-lot commercial subdivision proposed for the southwest corner of 58 Highway and Fox Ridge Drive

Upcoming Meetings – January & February

January 1, 2019 Planning and Zoning Commission

- Meeting cancelled

January 14, 2019 City Council

- 2nd reading - Timber Trails easement vacation
- 2nd reading - Govro Easement Vacation
- 2nd reading - 29th amendment to the Unified Development Code
- 1st reading - Reclassification of zoning from "BP" Business Park to "PUD" Planned Unit Development for the Raymore Industrial Park (public hearing)
- Resolution for Raymore Industrial Development Preliminary Plat (public hearing)
- 1st reading - Westbrook 15th Final Plat

January 15, 2019 Planning and Zoning Commission

- Dean Commercial Plat, a 9-lot commercial subdivision proposed for the southwest corner of 58 Highway and Fox Ridge Drive

January 28, 2019 City Council

- 2nd reading - Westbrook 15th Final Plat
- Resolution for Dean Commercial Plat, a 9-lot commercial subdivision proposed for the southwest corner of 58 Highway and Fox Ridge Drive

February 5, 2019 Planning and Zoning Commission

- Cunningham at Creekmoor 3rd Final Plat

February 11, 2019 City Council

- 1st reading - Cunningham at Creekmoor 3rd Final Plat

February 19, 2019 Planning and Zoning Commission

- No items currently scheduled

February 25, 2019 City Council

- 2nd reading - Cunningham at Creekmoor 3rd Final Plat

Department Activities

- Director Jim Cadoret and Associate Planner David Gress were part of the presentation panel at the Communities for All Ages annual Professional Network meeting, presenting on how Raymore is incorporating Age Friendly Principles into the decision making process.
- GIS Coordinator Heather Eisenbarth created a mapping application for Public Works Crews to use in verifying water meter information in the City.
- Director Jim Cadoret and Associate Planner David Gress participated in the Communities for All Ages workshop on "How Changing Demographics Impact Businesses and Bottom Lines."
- Associate Planner David Gress participated in the Planner's Roundtable hosted by the Mid-America Regional Council.
- David Gress participated in the annual meeting of the Mid-America Regional Council Solid Waste Management District Board.
- Director Jim Cadoret attended the Kansas City Missouri Planning and Zoning Commission meeting where the Commission recommended approval of the deannexation of the 155th Street right-of-way between Kentucky Road and Kurzweil Road.
- Staff held a Good Neighbor meeting for the proposed Dean Commercial Preliminary Plat, a 9-lot commercial subdivision proposed for land south of 58 Highway and west of Fox Ridge Drive. The Planning and Zoning Commission will consider the request on Dec. 18.
- Staff participated in the weekly Capital Improvement Program committee meetings.

GIS Activities

- Response to requests for Data/Mapping/Geospatial Information
- Year end QA/QC on datasets & apps
- Development of ArcGIS Online (AGO) platform - Collector & Dashboard Apps
- Imagery asset management for dissemination, visualization & analysis
- Database & web service definition administration & backup
- Cartographic maps as requested, printing
- Feature mapping from field notes and asbuilts
- Learning - Using Arcade with ArcGIS API for Javascript
- Development of field inventory/assessment tools/data
- Addressing & unique asset identification

Municipal Division Summary Reporting

17th Judicial Circuit - Cass County - Raymore Municipal Division

I. COURT INFORMATION

Reporting Period:		
December	2018	Court activity occurred in reporting period: Yes
Clerk's Physical Address:		Mailing Address:
100 Municipal Circle Raymore, MO 64083		100 Municipal Circle Raymore, MO 64083
Telephone Number:		Vendor
(816) 331-1712		Incode (Tyler Technologies)
Prepared by:		Prepared by E-mail Address:
Donna Fur-Court Administrator		donna.r.furr@courts.mo.gov
		Municipal Judge(s) Active During Reporting Period:
		Ross Nigro

II. MONTHLY CASELOAD INFORMATION	Alcohol & Drug Related Traffic	Other Traffic	Non-Traffic Ordinance
A. Cases (citations / informations) pending at start of month	27	1,097	677
B. Cases (citations / informations) filed	6	149	49
C. Cases (citations / informations) disposed			
1. jury trial (Springfield, Jefferson County, and St. Louis County only)	0	0	0
2. court / bench trial - GUILTY	0	0	0
3. court / bench trial - NOT GUILTY	0	1	0
4. plea of GUILTY in court	0	0	0
5. violations Bureau Citations (i.e., written plea of guilty) and bond forfeitures by court order (as payment of fines / costs)	3	117	28
6. dismissed by court	0	29	2
7. nolle prosequi	0	27	1
8. certified for jury trial (not heard in the Municipal Division)	1	18	12
9. TOTAL CASE DISPOSITIONS	4	192	43
D. Cases (citations / informations) pending at end of month [pending caseload = (A + B) – C9]	29	1,054	683
E. Trial de Novo and / or appeal applications filed	0	0	0

III. WARRANT INFORMATION (pre- & post-disposition)		IV. PARKING TICKETS	
1. # Issued during reporting period:	118	Does court staff process parking tickets? Yes	
2. # Served/withdrawn during reporting period:	78	1. # Issued during reporting period:	0
3. # Outstanding at end of reporting period:	1,390		

V. DISBURSEMENTS	
Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)	
Fines – Excess Revenue	\$16,808.50
Clerk Fee – Excess Revenue	\$1,538.62
Crime Victims Compensation (CVC) Fund surcharge – Paid to City/Excess Revenue	\$46.99
Bond forfeitures (paid to city) – Excess Revenue	\$98.00
Total Excess Revenue	\$18,492.11
Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)	
Fines – Other	\$6,787.50
Clerk Fee – Other	\$475.13
Judicial Education Fund (JEF) Court does not retain funds for JEF: Yes	
Peace Officer Standards and Training (POST) Commission surcharge	\$167.00
Crime Victims Compensation (CVC) Fund surcharge – Paid to State	\$1,190.71
Crime Victims Compensation (CVC) Fund surcharge – Paid to City/Other	\$14.80
Law Enforcement Training (LET) Fund surcharge	\$335.63
Domestic Violence Shelter surcharge	\$668.50
Inmate Prisoner Detainee Security Fund surcharge	\$335.62
Sheriffs' Retirement Fund (SRF) surcharge	\$0.00
Restitution	\$0.00
Parking ticket revenue (including penalties)	\$0.00
Bond forfeitures (paid to city) – Other	\$454.00
Total Other Revenue	\$10,428.89
Other Disbursements: Enter below additional surcharges and/or fees not listed above. Designate if subject to the excess revenue percentage limitation. Examples include, but are not limited to, arrest costs, witness fees, and board bill/jail costs.	
DUI	\$300.00
Total Other Disbursements	\$300.00
Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited	\$29,221.00
Bond Refunds	\$886.50
Total Disbursements	\$30,107.50

Consent Agenda

THE RAYMORE CITY COUNCIL MET IN REGULAR SESSION MONDAY, DECEMBER 10, 2018 IN COUNCIL CHAMBERS AT 100 MUNICIPAL CIRCLE, RAYMORE, MISSOURI. MEMBERS PRESENT: MAYOR TURNBOW, COUNCILMEMBERS ABDELGAWAD, BARBER, BERENDZEN, BURKE, CIRCO, HOLMAN, KELLOGG, AND TOWNSEND, CITY MANAGER JIM FEUERBORN, CITY CLERK JEANIE WOERNER, AND CITY ATTORNEY JONATHAN ZERR.

1. Call To Order. Mayor Turnbow called the regular meeting to order at 7:00 p.m.

2. Roll Call. City Clerk Jeanie Woerner called roll; quorum present to conduct business.

3. Pledge of Allegiance.

Mayor Turnbow called for a moment of silence in memory of former President George H. W. Bush who passed on November 30.

4. Presentations/Awards.

Councilmember Abdelgawad stated she recently accepted a plaque from the Cass County Youth Court in appreciation of the City's support and use of City Hall for this program.

5. Personal Appearances.

6. Staff Reports.

City Clerk Jeanie Woerner provided information on candidate filing for the general municipal election to be held on April 2, 2019.

Development Services Director Jim Cadoret provided a review of the staff report included in the Council packet and reviewed agenda items for the December 18 Planning and Zoning Commission meeting.

Parks and Recreation Director Nathan Musteen provided information on recent and upcoming events of the Department.

Chief of Police Jan Zimmerman provided information on the Raymore's upcoming "shop with a cop" event.

City Manager Jim Feuerborn announced agenda items for the December 17 Council work session and noted the front entrance to City hall will be closed beginning January 2 for planned improvements. He provided information on Cass County Emergency Services Board's proposal to combine the five public safety answering points (PSAP) in Cass County. The City has sent a letter in opposition of this proposal and other affected PSAP agencies have sent letters in opposition as well.

7. Committee Reports.

8. Consent Agenda.

A. City Council Minutes, November 26, 2018

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

DISCUSSION: None

VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Berendzen	Aye
	Councilmember Burke, III	Aye
	Councilmember Circo	Aye
	Councilmember Holman	Aye
	Councilmember Kellogg	Aye
	Councilmember Townsend	Aye

9. Unfinished Business. Second Readings.

A. Relocation Agreement - Pizza Hut

BILL 3406: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI APPROVING THE RELOCATION AGREEMENT FOR A PIZZA HUT STORE TO RELOCATE INTO THE 58 HIGHWAY WEST-EXTENDED REDEVELOPMENT (TIF) AREA."

City Clerk Jeanie Woerner conducted the second reading of Bill 3406 by title only.

MOTION: By Councilmember Barber, second by Councilmember Holman to approve the second reading of Bill 3406 by title only.

DISCUSSION: None

VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Berendzen	Aye
	Councilmember Burke, III	Aye
	Councilmember Circo	Aye
	Councilmember Holman	Aye
	Councilmember Kellogg	Aye
	Councilmember Townsend	Aye

Mayor Turnbow announced the motion carried and declared Bill 3406 as **Raymore City Ordinance 2018-081.**

B. MARC Household Hazardous Waste Agreement

BILL 3404: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI APPROVING AN AGREEMENT BETWEEN THE MID-AMERICA REGIONAL COUNCIL SOLID WASTE MANAGEMENT DISTRICT AND THE CITY OF RAYMORE, MISSOURI RELATING TO THE REGIONAL HOUSEHOLD HAZARDOUS WASTE PROGRAM."

City Clerk Jeanie Woerner conducted the second reading of Bill 3404 by title only.

MOTION: By Councilmember Barber, second by Councilmember Holman to approve the second reading of Bill 3404 by title only.

DISCUSSION: None

VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Berendzen	Aye
	Councilmember Burke, III	Aye
	Councilmember Circo	Aye
	Councilmember Holman	Aye
	Councilmember Kellogg	Aye
	Councilmember Townsend	Aye

Mayor Turnbow announced the motion carried and declared Bill 3404 as **Raymore City Ordinance 2018-082.**

C. Award of Contract to ETC Institute for the 2019 Citizen Survey

BILL 3405: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH ETC INSTITUTE, INC. FOR THE DEVELOPMENT AND ADMINISTRATION OF A CITIZEN SURVEY."

City Clerk Jeanie Woerner conducted the second reading of Bill 3405 by title only.

MOTION: By Councilmember Barber, second by Councilmember Holman to approve the second reading of Bill 3405 by title only.

DISCUSSION: None

VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Berendzen	Aye
	Councilmember Burke, III	Aye
	Councilmember Circo	Aye
	Councilmember Holman	Aye

Councilmember Kellogg Aye
Councilmember Townsend Aye

Mayor Turnbow announced the motion carried and declared Bill 3405 as **Raymore City Ordinance 2018-083.**

D. Award of Contract to Bushyhead, LLC for Annexation Consultant

BILL 3407: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH BUSHYHEAD, LLC TO PROVIDE ANNEXATION CONSULTANT SERVICES."

City Clerk Jeanie Woerner conducted the second reading of Bill 3407 by title only.

MOTION: By Councilmember Barber, second by Councilmember Holman to approve the second reading of Bill 3407 by title only.

DISCUSSION: None

VOTE:

Councilmember Abdelgawad	Aye
Councilmember Barber	Aye
Councilmember Berendzen	Aye
Councilmember Burke, III	Aye
Councilmember Circo	Aye
Councilmember Holman	Aye
Councilmember Kellogg	Aye
Councilmember Townsend	Aye

Mayor Turnbow announced the motion carried and declared Bill 3407 as **Raymore City Ordinance 2018-084.**

E. Administrative Policy Revision - Section 800.1 Compensation Administration

BILL 3408: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI AMENDING SECTION 800 'COMPENSATION ADMINISTRATION' OF THE CURRENT RAYMORE ADMINISTRATIVE POLICY MANUAL."

City Clerk Jeanie Woerner conducted the second reading of Bill 3408 by title only.

MOTION: By Councilmember Barber, second by Councilmember Holman to approve the second reading of Bill 3408 by title only.

DISCUSSION: None

VOTE:

Councilmember Abdelgawad	Aye
Councilmember Barber	Aye

Councilmember Berendzen	Aye
Councilmember Burke, III	Aye
Councilmember Circo	Aye
Councilmember Holman	Aye
Councilmember Kellogg	Aye
Councilmember Townsend	Aye

Mayor Turnbow announced the motion carried and declared Bill 3408 as **Raymore City Ordinance 2018-085**.

F. Calling for the April 2, 2019, Regular Municipal Election

BILL 3403: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI CALLING FOR AND ESTABLISHING THE DATE OF THE GENERAL MUNICIPAL ELECTION TO BE HELD ON APRIL 2, 2019."

City Clerk Jeanie Woerner conducted the second reading of Bill 3403 by title only.

MOTION: By Councilmember Barber, second by Councilmember Holman to approve the second reading of Bill 3403 by title only.

DISCUSSION: None

VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Berendzen	Aye
	Councilmember Burke, III	Aye
	Councilmember Circo	Aye
	Councilmember Holman	Aye
	Councilmember Kellogg	Aye
	Councilmember Townsend	Aye

Mayor Turnbow announced the motion carried and declared Bill 3403 as **Raymore City Ordinance 2018-086**.

G. Re-appointment of Ross Nigro as Municipal Judge

BILL 3410: "AN ORDINANCE RE-APPOINTING ROSS NIGRO, JR. AS MUNICIPAL JUDGE FOR THE CITY OF RAYMORE."

City Clerk Jeanie Woerner conducted the second reading of Bill 3410 by title only.

MOTION: By Councilmember Barber, second by Councilmember Holman to approve the second reading of Bill 3410 by title only.

DISCUSSION: None

VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Berendzen	Aye
	Councilmember Burke, III	Aye
	Councilmember Circo	Aye
	Councilmember Holman	Aye
	Councilmember Kellogg	Aye
	Councilmember Townsend	Aye

Mayor Turnbow announced the motion carried and declared Bill 3410 as **Raymore City Ordinance 2018-087**.

10. New Business. First Readings.

A. Conditional Use Permit - AutoTopia Sign (public hearing)

BILL 3413: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, APPROVING A CONDITIONAL USE PERMIT FOR A SIGN FOR THE PROPERTY LOCATED AT 1000 E. HUBACH HILL ROAD IN RAYMORE, CASS COUNTY, MISSOURI."

City Clerk Jeanie Woerner conducted the first reading of Bill 3400 by title only.

Mayor Turnbow opened the public hearing at 7:21 p.m. and asked the applicant to speak to Council.

Keven Shaw, 1000 E. Hubach Hill Road, stated his property borders the City limits and Cass County. He feels homes and lots are different in his area than those located in various subdivisions in the City. His small business is automobile graphics and he has found that the visual advertising has generated more business than social media or his website. He requested Council to consider granting him a Conditional Use Permit (CUP) based on his individual situation. He stated if the CUP is not granted, he will probably not pursue his business further. He stated he has his neighbor's support.

Councilmember Berendzen asked Mr. Shaw the reason for the complaint the City received regarding the sign and if he had submitted paperwork for an occupational license. Mr. Shaw stated the complaint was on a 4'x3' sign that was in his pasture and was obstructing views along J Highway. The sign was moved and placed at the end of his driveway on Hubach Hill Road. Mr. Shaw stated he has submitted some of the paperwork for the occupational license and is waiting on separate paperwork from the State.

Mayor Turnbow called for a staff report.

Director of Development Services Jim Cadoret provided a review of the staff report included in the Council packet. The Unified Development Code (UDC) establishes the processes for filing a CUP for this type of signage which is prohibited by the home occupation ordinance and prohibited in the sign code because it displays a commercial

message in a residential area. This public hearing was properly advertised in *The Journal*, and he asked for the notices mailed to the adjoining property owner, notice of publication, UDC, application, staff report, and photo of the proposed sign be entered into the record. After a complaint was received in August of this year, the applicant was notified that the use of his business sign on his property was a violation of the UDC and he was operating the business without an occupational license. Mr. Cadoret reviewed code enforcement actions in this case. At their November 6, 2018 meeting, the Planning and Zoning Commission considered the request for a CUP, staff proposed findings of fact, and voted 6-2 to deny the request.

Councilmember Holman noted the business owner had suggested placing the sign across the road which is located in the County. Such other requests for signage have been denied in order to remain consistent with the UDC.

Councilmember Abdelgawad asked what concerns have been heard from the neighbors.

Mr. Cadoret answered that only one neighbor has complained. Notices of this public hearing were sent to adjoining property owners and no response was received. Neighbor Clay Hubach spoke in favor of the CUP at the Planning and Zoning Commission meeting.

Staff answered general questions from Council.

Mayor Turnbow opened the floor for further public comment and hearing none, closed the public hearing at 7:47 p.m.

MOTION: By Councilmember Berendzen, second by Councilmember Abdelgawad to approve the first reading of Bill 3413 by title only with the condition that Keven Shaw, owner of AutoTopia obtain an occupational license before the CUP is granted.

DISCUSSION: City Attorney Jonathan Zerr clarified that there were certain staff proposed conditions recommended to the Planning and Zoning Commission if the Commission chose to not accept staff's recommendation of denial. Conditions included obtaining a home based occupational license, compliance with all of the requirements of Chapter 435 of the UDC, and cease parking the vehicle signage at the driveway entrance to the property located at 1000 E. Hubach Hill Road. He reminded Council that the Commission voted 6-2 to recommend denial to the City Council.

Discussion ensued on the recommendations.

AMENDED MOTION: By Councilmember Berendzen, second by Councilmember Abdelgawad to approve the first reading of Bill 3413 by title only with conditions of; obtaining a home based occupational license, meeting compliance with all of the requirements of Chapter 435 of the UDC, and cease parking the vehicle signage at the driveway entrance to the property located at 1000 E. Hubach Hill Road.

Mayor Turnbow called for a vote on amended motion.

VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Barber	Nay
	Councilmember Berendzen	Aye
	Councilmember Burke, III	Nay
	Councilmember Circo	Nay
	Councilmember Holman	Nay
	Councilmember Kellogg	Nay
	Councilmember Townsend	Nay

B. Easement Vacation - 914 Creekmoor Drive (public hearing)

BILL 3414: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI VACATING THE WEST EIGHT FEET OF A UTILITY EASEMENT LOCATED ON LOT 280 IN THE WESTBROOK AT CREEKMOOR NINTH PLAT, RAYMORE, CASS COUNTY, MISSOURI."

City Clerk Jeanie Woerner conducted the first reading of Bill 3414 by title only.

Mayor Turnbow opened the public hearing at 7:52 p.m. and called for a staff report.

Director of Development Services Jim Cadoret provided a review of the staff report included in the Council packet. Property owner, David Govro, is requesting to vacate eight feet of a twenty five feet existing utility easement located in the rear yard of his property at 914 Creekmoor Drive. This public hearing was advertised in *The Journal*, and he asked for the notices mailed to the adjoining property owner, notice of publication, Unified Development Code (UDC), application, Growth Management Plan (GMP) and staff report be entered into the record. No comments were heard from the adjoining property owners. After notification to the two utility companies with services in the easement, both have stated no objection to the vacation. Staff recommends approval of the easement vacation.

David Govro, 914 Creekmoor Drive, stated they are asking for the easement so that they may build a swimming pool.

Mayor Turnbow opened the floor for public comment and hearing none, closed the public hearing at 7:56 p.m.

MOTION: By Councilmember Barber, second by Councilmember Holman to approve the first reading of Bill 3414 by title only.

DISCUSSION: None

VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Berendzen	Aye
	Councilmember Burke, III	Aye
	Councilmember Circo	Aye

Councilmember Holman	Aye
Councilmember Kellogg	Aye
Councilmember Townsend	Aye

C. Easement Vacation - Timber Trails Subdivision (public hearing)

BILL 3415: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI VACATING A 25-FOOT WATER MAIN EASEMENT WITHIN THE TIMBER TRAILS SUBDIVISION, LOCATED IN SECTION 17, TOWNSHIP 46 NORTH, RANGE 32 WEST IN THE CITY OF RAYMORE, CASS COUNTY, MISSOURI."

City Clerk Jeanie Woerner conducted the first reading of Bill 3415 by title only.

Mayor Turnbow opened the public hearing at 7:57 p.m. and called for a staff report.

Director of Development Services Jim Cadoret provided a review of the staff report included in the Council packet. Jeffrey Means on behalf of Hunt Midwest Real Estate Development, Inc. is requesting to vacate a twenty five foot water line easement over an abandoned water main that crosses through the Timber Trails Subdivision. This public hearing was advertised in *The Journal*, and he asked for the notice of publication, Unified Development Code (UDC), application, Growth Management Plan (GMP) and staff report be entered into the record. There are no existing utilities in the easement. Staff recommends approval of the easement vacation. He answered general questions from Council.

Councilmember Burke asked about the cost of removing the abandoned line.

Mr. Cadoret answered the line would be removed as part of the future development of the property.

Mayor Turnbow opened the floor for public comment and hearing none, closed the public hearing at 8:00 p.m.

MOTION: By Councilmember Barber, second by Councilmember Holman to approve the first reading of Bill 3415 by title only.

DISCUSSION: None

VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Berendzen	Aye
	Councilmember Burke, III	Aye
	Councilmember Circo	Aye
	Councilmember Holman	Aye
	Councilmember Kellogg	Aye
	Councilmember Townsend	Aye

D. 29th Amendment to the Unified Development Code (public hearing)

BILL 3416: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AMENDING SECTION 445.030 OF THE UNIFIED DEVELOPMENT CODE."

City Clerk Jeanie Woerner conducted the first reading of Bill 3416 by title only.

Mayor Turnbow opened the public hearing at 8:01 p.m. and called for a staff report.

Director of Development Services Jim Cadoret provided a review of the staff report included in the Council packet. As part of the annual review of the Unified Development Code this amendment would increase the minimum width of required sidewalks from four to five feet and require the installation of sidewalk in the right-of-way on the property line adjacent to the street. Currently, the installation of sidewalk is one foot from the right of way line. The increase in width is based on pedestrian comfort and ADA requirements. This public hearing was advertised in *The Journal*, and he asked for the notice of publication, Unified Development Code (UDC), application, Growth Management Plan (GMP) and staff report be entered into the record. This amendment was first presented to the Planning and Zoning Commission in August 2018 as part of the annual review. Staff was directed to conduct further research for the Commission's consideration. At their November 6, 2018 meeting, the Planning and Zoning Commission voted 8-0 to approve the 29th amendment and forward to the City Council with a recommendation of approval. The effective date of this requirement will be with any new subdivision phase recorded after February 1, 2019. He answered general questions from Council.

Mayor Turnbow opened the floor for public comment and hearing none, closed the public hearing at 8:07 p.m.

MOTION: By Councilmember Barber, second by Councilmember Holman to approve the first reading of Bill 3416 by title only.

DISCUSSION: Councilmember Abdelgawad stated her agreement with this amendment. She noted installation costs only increase by \$168.

VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Berendzen	Aye
	Councilmember Burke, III	Aye
	Councilmember Circo	Aye
	Councilmember Holman	Aye
	Councilmember Kellogg	Aye
	Councilmember Townsend	Aye

E. Award of Contract - Recreation Park Pedestrian Bridge Replacement

BILL 3397: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH TASCO, LLC. FOR THE RECREATION PARK PEDESTRIAN BRIDGE, CITY PROJECT NUMBER 18-293-201, IN THE AMOUNT OF \$49,000."

City Clerk Jeanie Woerner conducted the first reading of Bill 3397 by title only.

Parks and Recreation Director Nathan Musteen provided a review of the staff report included in the Council packet. This project includes the removal and replacement of the existing pedestrian bridge crossing that will connect Moon Valley Park and Recreation Park as well as removal and replacement of 460 feet of existing asphalt pedestrian trail. He answered general questions from Council.

Councilmember Abdelgawad stated concerns with the visual effects of the proposed materials for the bridge and asked for pictures be supplied to Council before second reading.

MOTION: By Councilmember Barber, second by Councilmember Holman to approve the first reading of Bill 3405 by title only.

DISCUSSION: Councilmember Abdelgawad stated her constituents have voiced concerns with the visual reconstruction materials of the bridge.

VOTE:

Councilmember Abdelgawad	Aye
Councilmember Barber	Aye
Councilmember Berendzen	Aye
Councilmember Burke, III	Aye
Councilmember Circo	Aye
Councilmember Holman	Aye
Councilmember Kellogg	Aye
Councilmember Townsend	Aye

F. Memorandum of Understanding - Variety KC

BILL 3417: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF RAYMORE, MISSOURI AND VARIETY KANSAS CITY IN THE AMOUNT OF \$135,000 FOR THE DESIGN AND CONSTRUCTION SERVICES FOR AN ALL-INCLUSIVE SPRAYGROUND AND PLAYGROUND AT T.B. HANNA STATION."

City Clerk Jeanie Woerner conducted the first reading of Bill 3417 by title only.

Parks and Recreation Director Nathan Musteen provided a review of the staff report included in the Council packet. This project involves a \$135,000 donation from non-profit

Variety KC towards the proposed all-inclusive sprayground and playground amenities at T.B. Hanna Station. This original project was part of the 2016 GO bond issue. With this donation, it expands the use as all-inclusive. He reviewed conditions of the Memorandum of Understanding and answered general questions from Council.

MOTION: By Councilmember Barber, second by Councilmember Holman to approve the first reading of Bill 3417 by title only.

DISCUSSION: Councilmember Abdelgawad stated her excitement for this partnership.

VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Berendzen	Aye
	Councilmember Burke, III	Aye
	Councilmember Circo	Aye
	Councilmember Holman	Aye
	Councilmember Kellogg	Aye
	Councilmember Townsend	Aye

G. Award of Contract - Michelle Biondo, Professional Grant Writing Services

BILL 3418: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI APPROVING AN AGREEMENT BETWEEN THE CITY OF RAYMORE, MISSOURI AND MICHELLE BIONDO, PROFESSIONAL GRANT WRITER, FOR GRANT WRITING AND FUND DEVELOPMENT SERVICES."

City Clerk Jeanie Woerner conducted the first reading of Bill 3418 by title only.

Parks and Recreation Director Nathan Musteen and Communications Manager Mike Ekey provided a review of the staff report included in the Council packet. Staff was approached by Ms. Biondo at the Community Conversation event held in November, asking how she could be involved in Parks projects. She provided her professional experience in grant writing, which was stated as important by those participating in the event. The Parks and Recreation Board approved this service at their November 27 meeting by a vote of 7-0. This contract will provide professional grant writing services for Hawk's nest playground as well as other capital projects of the Park Department. He answered general questions from Council.

Councilmember Townsend stated his concerns that a spending cap is not included in the budget for this service.

City Manager Jim Feuerborn stated he is mindful of expenditures on this partnership. Any grants brought forth would be considered and negotiated by staff on a case by case basis. According to the City's purchasing policy, certain levels of expenditures would be brought forward for Council consideration.

Discussion ensued.

MOTION: By Councilmember Barber, second by Councilmember Holman to approve the first reading of Bill 3418 by title only.

DISCUSSION: Councilmember Kellogg stated his concerns that this service was not let as a competitive bid process.

Councilmember Holman stated this is a specialty field and he feels there is not "scope of project" to be included for this service which is why it cannot be let as a competitive bid.

VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Berendzen	Aye
	Councilmember Burke, III	Aye
	Councilmember Circo	Aye
	Councilmember Holman	Aye
	Councilmember Kellogg	Nay
	Councilmember Townsend	Aye

H. Award of Contract - City Facility Trash and Recycling Services

BILL 3419: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH MUNICIPAL WASTE SERVICES, LLC. FOR THE CITY FACILITY TRASH AND RECYCLING SERVICES, CITY PROJECT NUMBER 19-001, IN THE AMOUNT OF \$4,260."

City Clerk Jeanie Woerner conducted the first reading of Bill 3419 by title only.

Communications Manager Mike Ekey provided a review of the staff report included in the Council packet. Staff recommends award of contract to lowest, best bid from Municipal Waste Services, LLC for City facilities trash and recycling services.

MOTION: By Councilmember Barber, second by Councilmember Holman to approve the first reading of Bill 3419 by title only.

DISCUSSION: None

VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Berendzen	Aye
	Councilmember Burke, III	Aye
	Councilmember Circo	Aye
	Councilmember Holman	Aye
	Councilmember Kellogg	Aye

Councilmember Townsend Aye

I. Award of Contract to the OATS Bus Service

BILL 3411: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI AUTHORIZING THE MAYOR TO EXECUTE A PUBLIC SERVICE AGREEMENT WITH OATS, INC. FOR THE PROVISION OF TRANSPORTATION SERVICES TO RESIDENTS OF RAYMORE THAT ARE DISABLED AND/OR SIXTY YEARS OF AGE OR OLDER."

City Clerk Jeanie Woerner conducted the first reading of Bill 3411 by title only.

Communications Manager Mike Ekey provided a review of the staff report included in the Council packet. The 2018-2019 FY budget includes funding in the amount of \$19,440 for this transportation service for residents of Raymore who are disabled and/or 60 years of age or older. This agreement will supplement the private funding of this transportation service in Raymore. He answered general questions from Council.

MOTION: By Councilmember Barber, second by Councilmember Holman to approve the first reading of Bill 3411 by title only.

DISCUSSION: None

VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Berendzen	Aye
	Councilmember Burke, III	Aye
	Councilmember Circo	Aye
	Councilmember Holman	Aye
	Councilmember Kellogg	Aye
	Councilmember Townsend	Aye

11. Public Comments.

12. Mayor/Council Communication.

Mayor Turnbow and Councilmembers stated excitement for bringing all of the upcoming Parks projects.

Councilmember Burke recognized high school government students who are in attendance.

Councilmember Kellogg thanked Mayor Turnbow for observing a moment of silence in memory of the passing of former President George H. W. Bush.

Councilmember Berendzen stated his reasons for allowing the CUP for AutoTopia and his agreement with the 29th amendment to the UDC as it pertains to the 5' sidewalks.

Councilmember Holman provided an overview of the meeting and offered historical information on former President George H. W. Bush.

Mayor Turnbow thanked Parks and Recreation staff for a successful Mayor's Tree lighting ceremony.

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

ROLL CALL VOTE:

Councilmember Abdelgawad	Aye
Councilmember Barber	Aye
Councilmember Berendzen	Aye
Councilmember Burke, III	Aye
Councilmember Holman	Aye
Councilmember Kellogg	Aye
Councilmember Moorhead	Aye
Councilmember Townsend	Aye

The regular meeting of the Raymore City Council adjourned to Executive Session at 8:52 p.m.

13. Adjournment.

MOTION: By Councilmember Kellogg, second by Councilmember Circo to adjourn.

VOTE:

Councilmember Abdelgawad	Aye
Councilmember Barber	Aye
Councilmember Berendzen	Aye
Councilmember Burke, III	Aye
Councilmember Circo	Aye
Councilmember Holman	Aye
Councilmember Kellogg	Aye
Councilmember Townsend	Aye

The regular meeting of the Raymore Council adjourned at 9:10 p.m.

Respectfully submitted,

Jeanie Woerner
City Clerk



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: Jan. 14, 2019

SUBMITTED BY: Matthew Tapp

DEPARTMENT: Economic Development

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

TITLE / ISSUE / REQUEST

Resolution 19-01: Tax Incentive Districts Board Appointments

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

Resolution

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

The bylaws and agreements governing certain tax incentive districts provide for the appointment of their board members to be made by the Mayor, with the advice and consent of the City Council. These districts include either Community Improvement Districts (CID) or Transportation Development Districts (TDD). The appointments would run for one year in conjunction with the 2019 calendar year.

The subject districts include:

- Foxridge CID
- Huback Hill Road and North Cass Parkway CID
- Jeter Farm CID
- Raymore Galleria CID
- 58 Highway Regional Market Center CID
- Hubach Hill Road and North Cass Parkway TDD
- Belton/Raymore Interchange TDD
- Foxwood Village Shops CID
- 58 Highway and Dean Avenue CID

Accordingly, Resolution 19-01 is included for your review.

RESOLUTION 19-01

"A RESOLUTION OF THE CITY OF RAYMORE, MISSOURI DESIGNATING MEMBERS TO SERVE ON THE BOARDS OF DIRECTORS OF THE FOXRIDGE COMMUNITY IMPROVEMENT DISTRICT, THE HUBACH HILL ROAD AND NORTH CASS PARKWAY COMMUNITY IMPROVEMENT DISTRICT, THE JETER FARM COMMUNITY IMPROVEMENT DISTRICT, THE RAYMORE GALLERIA COMMUNITY IMPROVEMENT DISTRICT, THE 58 HIGHWAY REGIONAL MARKET CENTER COMMUNITY IMPROVEMENT DISTRICT, THE HUBACH HILL ROAD AND NORTH CASS PARKWAY TRANSPORTATION DEVELOPMENT DISTRICT, THE BELTON/RAYMORE INTERCHANGE TRANSPORTATION DEVELOPMENT DISTRICT, THE FOXWOOD VILLAGE SHOPS COMMUNITY IMPROVEMENT DISTRICT, AND THE 58 HIGHWAY AND DEAN AVENUE COMMUNITY IMPROVEMENT DISTRICT FOR ONE YEAR PERIODS DESIGNATED HEREIN BEGINNING IN 2019."

WHEREAS, the bylaws and agreements governing the Foxridge Community Improvement District, the Hubach Hill Road and North Cass Parkway Community Improvement District, the Jeter Farm Community Improvement District, the Raymore Galleria Community Improvement District, the 58 Highway Regional Market Center Community Improvement District, the Hubach Hill Road and North Cass Parkway Transportation Development District, the Belton/Raymore Interchange Transportation Development District, the Foxwood Village Shops Community Improvement District, and the 58 Highway and Dean Avenue Community Improvement District (collectively the "Districts") provide for the appointment of members to the boards of directors of the Districts to be made by the Mayor, with the advice and consent of the City Council; and

WHEREAS, by adoption of this Resolution, the City desires to designate the members that will serve on the boards of directors of the Districts for the one year periods designated below, all of which periods begin during the calendar year 2019; and

WHEREAS, for any member of any of the boards of directors whose term has expired, or will expire during 2019, this Resolution shall serve to appoint the member for a new term, for a length of time indicated in parenthesis behind the member's name; and

WHEREAS, for those members of the boards of directors whose terms have not expired, and will not expire prior to the beginning of the period designated for each District below, this Resolution shall serve to confirm that those members of the boards of directors will continue to serve during the period indicated for each District.

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

Section 1. Foxridge Community Improvement District. The following individuals shall serve as Directors for the period March 31, 2019 through March 30, 2020:

- a. James Cadoret (current term is March 31, 2017 through March 30, 2021).
- b. Mike Ekey (new term of March 31, 2019 through March 30, 2023).
- c. Matthew Tapp (new term of March 31, 2019 through March 30, 2023).
- d. Elisa Williams (current term is March 31, 2017 through March 30, 2021).
- e. Jean Woerner (current term is March 31, 2017 through March 30, 2021).

Section 2. Hubach Hill Road and North Cass Parkway Community Improvement District. The following individuals shall serve as Directors for the period July 14, 2019 through July 13, 2020:

- a. James Cadoret (current term is July 14, 2018 through July 13, 2022).
- b. Mike Ekey (current term is July 14, 2016 through July 13, 2020).
- c. Matthew Tapp (current term is July 14, 2016 through July 13, 2020).
- d. Elisa Williams (current term is July 14, 2018 through July 13, 2022).
- e. Jean Woerner (current term is July 14, 2018 through July 13, 2022).

Section 3. Jeter Farm Community Improvement District. The following individuals shall serve as Directors for the period July 22, 2019 through July 21, 2020:

- a. Matt Cox (current term is July 22, 2016 through July 21, 2020).
- b. Mike Ekey (current term is July 22, 2018 through July 21, 2022).
- c. Elisa Williams (current term is July 22, 2018 through July 21, 2022).
- d. Chris Hotop (current term is July 22, 2016 through July 21, 2020).
- e. John States (current term is July 22, 2018 through July 21, 2022).

Section 4. Raymore Galleria Community Improvement District. The following individuals shall serve as Directors for the period July 23, 2019 through July 22, 2020:

- a. Steve Caffey (current term is July 23, 2016 through July 22, 2020).
- b. Amy Ehlers (current term is July 23, 2018 through July 22, 2022).
- c. Mike Ekey (current term is July 23, 2018 through July 22, 2022).
- d. Matthew Tapp (current term is July 23, 2016 through July 22, 2020).
- e. Geraldine Mockus (current term is July 23, 2018 through July 22, 2022).
- f. Elisa Williams (current term is July 23, 2018 through July 22, 2022).

Section 5. 58 Highway Regional Market Center Community Improvement District. The following individuals shall serve as Directors for the period August 28, 2019 through August 27, 2020:

- a. Denise Armentrout (current term is Aug. 28, 2016 through Aug. 27,

- 2020).
- b. David Cosentino (current term is Aug. 28, 2018 through Aug. 27, 2022).
 - c. Mike Ekey (current term is Aug. 28, 2016 through Aug. 27, 2020).
 - d. Elisa Williams (current term is Aug. 28, 2016 through Aug. 27, 2020).
 - e. Robert Vigliaturo (current term is Aug. 28, 2018 through Aug. 27, 2022).

Section 6. Hubach Hill Road and North Cass Parkway Transportation Development District. The following individuals shall serve as Directors for the period September 15, 2019 through September 14, 2020:

- a. James Cadoret (new term of Sept. 15, 2019 through Sept. 14, 2022).
- b. Mike Ekey (current term is Sept. 15, 2017 through Sept. 14, 2020).
- c. Matthew Tapp (current term is Sept. 15, 2017 through Sept. 14, 2020).
- d. Elisa Williams (new term of Sept. 15, 2019 through Sept. 14, 2022).
- e. Jean Woerner (current term is Sept. 15, 2018 through Sept. 14, 2021).

Section 7. Belton/Raymore Interchange Transportation Development District. The following individuals shall serve as Directors for the period November 21, 2019 through November 20, 2020:

- a. Gilbert Good as the Raymore Nominated Director (new term of Nov. 21, 2019 through Nov. 20, 2020).
- b. Kevin Barber as the Raymore Appointed Advisory Director (new term of Nov. 21, 2019 through Nov. 20, 2020).

Section 8. Foxwood Village Shops Community Improvement District. The following individuals shall serve as Directors for the period November 24, 2019 through November 23, 2020:

- a. Mike Ekey (current term is Nov. 24, 2017 through Nov. 23, 2021).
- b. Elisa Williams (current term is Nov. 24, 2017 through Nov. 23, 2021).
- c. Kristofer Turnbow (current term is Nov. 24, 2016 through Nov. 23, 2020).
- d. Mark Klinkenberg (current term is Nov. 24, 2016 through Nov. 23, 2020).
- e. Matthew Mitchell (current term is Nov. 24, 2017 through Nov. 23, 2021).

Section 9. 58 Highway and Dean Avenue Community Improvement District. The following individuals shall serve as Directors for the period November 2, 2019 through November 1, 2020:

- a. Justin Kaufmann (current term is Nov. 2, 2016 through Nov. 1, 2020).
- b. Mike Ekey (current term is Nov. 2, 2016 through Nov. 1, 2020).
- c. Beth Cosentino (current term is Nov. 2, 2018 through Nov. 1, 2022).
- d. Matthew Tapp (current term is Nov. 2, 2018 through Nov. 1, 2022).
- e. Elisa Williams (current term is Nov. 2, 2018 through Nov. 1, 2022).

Section 10. This Resolution shall become effective on and after the date of passage and approval.

Section 11. Any Resolution or part thereof which conflicts with this Resolution shall be null and void.

DULY READ AND PASSED THIS 14TH DAY OF JANUARY, 2019 BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Barber
Councilmember Berendzen
Councilmember Burke III
Councilmember Circo
Councilmember Holman
Councilmember Kellogg
Councilmember Townsend

ATTEST:

APPROVE:

Jean Woerner, City Clerk

Kristofer Turnbow, Mayor

Date of Signature

RESOLUTION 19-02

“A RESOLUTION OF THE CITY OF RAYMORE, MISSOURI, APPROVING AND ACCEPTING THE APPOINTMENT OF CHIEF JAN ZIMMERMAN AS THE EXECUTIVE DIRECTOR OF SAFE.”

WHEREAS, the Kansas City Metropolitan Crime Commission is the parent organization for the Spouse And Family Endowment (SAFE) Program that provides monetary support to first responders killed in the line of duty; and

WHEREAS, leadership within the Crime Commission requested that Raymore Chief Jan Zimmerman be appointed as the Executive Director of the SAFE Program; and

WHEREAS, it has been determined that no remuneration will be provided and Chief Zimmerman may perform these duties in conjunction with her responsibilities as the Chief of Police for the City of Raymore.

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

Section 1. Upon approval, the City Manager is authorized to sign the Memorandum of Understanding with the Kansas City Metropolitan Crime Commission.

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 14TH DAY OF JANUARY, 2019, BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Barber
Councilmember Berendzen
Councilmember Burke III
Councilmember Circo
Councilmember Holman
Councilmember Kellogg
Councilmember Townsend

ATTEST:

APPROVE:

Jean Woerner, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered into this 1st day of January, 2019 by and between the City of Raymore, Missouri (Raymore) and the Kansas City Metropolitan Crime Commission (KCMCC).

Purposes:

The purpose of this agreement is to reach an understanding between the City of Raymore and KCMCC which allows the Raymore Chief of Police, Chief Jan Zimmerman, to" also" act as the volunteer Director of the KCMCC Surviving Spouse and Family Endowment Fund (SAFE) program and perform the duties and responsibilities of that position on a part-time basis.

It is important to note that both parties agree that this arrangement will in no way interfere with Chief Zimmerman performing all of the expectations of her as the Chief of Police.

It is further understood that is both party's intention that the public is aware that the Chief is volunteering at the Crime Commission and that the position benefits the City of Raymore. Not only will Raymore citizens see their police chief helping first responders and their families through media coverage but also the Crime Commission intends to waive the \$10,000 Lifetime membership fee that provides for the SAFE Program to work directly with the city and the families of any Raymore police officers, fire fighters or EMT's who lose their life in the line of duty.

Additionally, the Crime Commission typically contracts with local municipalities and agencies to provide the Greater Kansas City TIPS Hotline service and all annual fees for that program will be waived.

Also, the Crime Commission will cover any costs incurred by Chief Zimmerman while performing the Chief's job upon proper invoice. Even if it should happen that they occur during her business hours such as vehicle mileage reimbursement. Both parties understand that the Chief would be working a flexible work schedule on those days and will agree to limit the amount of time fulfilling SAFE Director responsibilities while on-duty.

Finally, we believe that Chief Zimmerman who is passionate about serving public safety officers and their family's needs will represent the Crime Commission and Raymore in a professional positive manner that will reflect favorably upon both agencies.

The Surviving Spouse and Family Endowment Fund (SAFE) is a division organized and existing under the power, guidance and oversight of the Kansas City Metropolitan Crime Commission, a Missouri nonprofit corporation. The SAFE Program is one of four programs under the direction of the KCMCC President. The other programs reporting to the President include the Greater Kansas City Crime Stoppers TIPS Hotline; the Metropolitan Community Service Program (MCSP); and the Second Chance Program.

SAFE educates the public in and around the metropolitan Kansas City area regarding the dangers faced by public safety officers providing police, firefighting and emergency medical services, and provides financial support to the dependents of such officers who die because of injuries sustained in the line of duty.

In this regard, SAFE receives and invests funds and other property contributed to the Commission and designated for SAFE, and distributes funds to and for the benefit of dependent spouses, children, or, in the absence of a spouse, dependent parents of public safety officers who were employed by agencies headquartered in the Kansas Counties of Douglas, Johnson, Miami, Shawnee, and Wyandotte, and the Missouri Counties of Cass, Clay, Jackson, and Platte, as well as other Kansas or Missouri jurisdictions as may be determined by the Board of Directors of the Commission.

Agreement:

1. Terms:

Upon execution of this agreement, the terms shall be from January 1, 2019 through December 31, 2019. However, the terms will be renewed annually, and any changes or modifications desired to the new agreement will be mutually agreed upon by the City of Raymore and KCMCC.

2. Scope of Work:

- a. The SAFE Executive Director fulfills the program's mission by providing an immediate lump sum payment to the nearest surviving family member(s) of full time and volunteer law enforcement officers, firefighters and emergency services personnel who lose their life in the performance of their duties in the stated geographic area.

Additional monetary benefits are available for deaths occurring "while on duty" but not "in the line of duty", as well as benefits for certain "catastrophic injuries", and family holiday contributions all of which the SAFE Executive Director coordinates.

The SAFE Executive Director also coordinates receiving and investing funds and endeavors to inform and educate the public on issues related to the sacrifices made by those involved in public safety and their families.

b. The KCMCC Director of Special Events assists the SAFE Executive Director with fundraising activities.

c. The SAFE Executive Director will adhere to the bylaws of the program.

d. The SAFE Executive Director coordinates the programs meetings with its advisory board members and will attend the KCMCC Board of Directors meeting to report on SAFE's activities year to date.

e. KCMCC's Executive Director job description will be available to Chief Zimmerman to identify other administrative tasks expected of the job. An office with desktop computer with Microsoft products including Outlook, file cabinets, safe cabinet, telephone and office supplies is available on occasions when the Chief can spend time at KCMCC. The position is assigned an email address and remote desktop connection is available to remotely view the desktop at the office and access files and emails from another desktop, laptop or cell phone. Further, the position has complete support of other administrative assistance including the President, Vice President, Professional Assistant and Financial Officer.

3. Costs:

It is the mutual understanding between the City of Raymore and KCMCC that KCMCC will not compensate the SAFE Program Director with salary and/or benefits outside of what the City of Raymore provides.

4. **Termination:** KCMCC and the City of Raymore shall reserve the right to withdraw from their obligations under this agreement at any time, for any reason or for no reason at all, upon providing thirty (30) days written notice of intent to withdraw to the other party to this agreement.

5. **Notice:** All notices required to be given hereunder shall be given in writing by telecopy, overnight mail, facsimile transmission, certified or registered mail, or by hand delivery at the respective addresses of the parties set forth herein or at such other addresses as may be designated in writing by either party. Notice given by mail shall deemed given three (3) days after the date of mailing thereof to the following address:

**Kansas City Metropolitan Crime Commission
President or Vice President
3100 Broadway, Suite 226
Kansas City, Missouri 64111**

FAX 816-960-6808

**City of Raymore, Missouri
City Manager
100 Municipal Circle
Raymore, Missouri 64083
FAX 816- 892-3102**

6. **Miscellaneous Provisions:** The officers executing this Agreement on behalf of the parties hereto confirm that such officers have full authority to execute this Agreement and to bind the party he/she represents.

IN WITNESS WHEREOF, THE PARTIES HAVE HEREUNTO SET THEIR HANDS ON THE DAY AND YEAR FIRST ABOVE WRITTEN.

**Rick Armstrong, President
Kansas City Metropolitan Crime Commission**

Date

**Jim Feuerborn, City Manager
City of Raymore, Missouri**

Date



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: Jan. 14, 2019

SUBMITTED BY: Elisa Williams

DEPARTMENT: Finance

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

TITLE / ISSUE / REQUEST

Resolution 19-03: Disposal of Surplus Property

STRATEGIC PLAN GOAL/STRATEGY

4.3.1: Develop and implement financial strategies to support operation and needs

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

Exhibit A - Property listing

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

Each year staff brings before Council a recommendation to sell or dispose of obsolete and surplus property. All items at this time have been listed on Exhibit A. Staff will list and sell as many items as possible through Government Surplus Auction, an online auction site.

RESOLUTION 19-03

"A RESOLUTION OF THE CITY OF RAYMORE, MISSOURI AUTHORIZING THE SALE OR DISPOSAL OF OBSOLETE AND SURPLUS PROPERTY IN ACCORDANCE WITH SECTION 135.060 OF THE CITY CODE."

WHEREAS, Section 135.060 of the Raymore City Code provides;

SECTION 135.060: SURPLUS PROPERTY

- A. A detailed list of any surplus, obsolete, worn-out, or confiscated department property shall be submitted to the Purchasing Department with recommendation for disposal. The list will be circulated to all Department Heads. Upon request, items may be transferred to another department subject to approval of the City Manager.
- B. Surplus property may be sold by sealed bid or public auction with authorization of the City Council. Such items shall be stripped of all City identification prior to the sale. Unsold items may be junked and sold for scrap upon approval of the City Manager.

WHEREAS, the items listed in Exhibit A of this Resolution are not usable within the City and are recommended for sale or disposal.

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

Section 1. The property described in Exhibit A are declared surplus and shall be sold to the highest bidder, or disposed of if no longer usable.

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 14TH DAY OF JANUARY, 2019, BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Barber
Councilmember Berendzen
Councilmember Burke III
Councilmember Circo
Councilmember Holman
Councilmember Kellogg
Councilmember Townsend

ATTEST:

APPROVE:

Jean Woerner, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature

EXHIBIT A

Item	Description		
PW			
Truck	2012 Ford F350 Super Cab 4x4 Utility truck with service body mileage 89,123		
Truck	2005 Ford F250 Red Extended Cab mileage 50,853		

Unfinished Business



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: Dec. 10, 2018

SUBMITTED BY: Jim Cadoret

DEPARTMENT: Development Services

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

TITLE / ISSUE / REQUEST

Bill 3414: Govro Easement Vacation

STRATEGIC PLAN GOAL/STRATEGY

3.2.4: Provide quality, diverse housing options

FINANCIAL IMPACT

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

PROJECT TIMELINE

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

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

Staff Report

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

David Govro, owner of 914 Creekmoor Drive, filed a request to vacate the west eight feet of a 25-foot utility easement located in the rear yard of his property. Mr. Govro is requesting the reduction in the width of the easement to allow for the construction of an in-ground pool.

All affected utility companies have consented to the request.

Staff recommends the Council vacate the west eight feet of the utility easement.

BILL 3414

ORDINANCE

“AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, VACATING THE WEST EIGHT FEET OF A UTILITY EASEMENT LOCATED ON LOT 280 IN THE WESTBROOK AT CREEKMOOR NINTH PLAT, RAYMORE, CASS COUNTY, MISSOURI.”

WHEREAS, the City Council held a public hearing regarding the proposed easement vacation on December 10, 2018, after notice of said hearing was published in a newspaper of general circulation in the City at least 15 days prior to said hearing; and

WHEREAS, following all testimony and upon due consideration and deliberation, the City Council has determined that the proposed vacation by the City of the west eight feet of the 25-foot utility easement located in the rear yard of Lot 280 in Westbrook at Creekmoor Ninth Plat is in the best interest of the City.

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

Section 1. The City Council hereby vacates the west eight feet of the 25-foot rear yard utility easement on property described as follows:

Westbrook at Creekmoor Ninth Plat Lot 280, Raymore, Cass County, Missouri.

The common address of the property is 914 Creekmoor Drive.

Section 2. The City Council hereby makes the findings of fact and accepts the recommendation by City staff.

Section 3. Reversionary Rights. The statutory right of reversion in the owners of the abutting property is hereby confirmed, as is provided by the laws of the State of Missouri, and the Mayor and the Clerk of the City are hereby authorized to execute all necessary instruments required to confirm the reversionary rights of the owners of property abutting on the area vacated, as described in Section 1 of this Ordinance.

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 10TH DAY OF DECEMBER, 2018.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 14TH DAY OF JANUARY, 2019, BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Barber
Councilmember Berendzen
Councilmember Burke III
Councilmember Circo
Councilmember Holman
Councilmember Kellogg
Councilmember Townsend

ATTEST:

APPROVE:

Jean Woerner, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature



To: City Council
From: City Staff
Date: December 10, 2018
Re: Case #18024 914 Creekmoor Drive - Easement Vacation

GENERAL INFORMATION

**Applicant/
Property Owner:** David & Kourtney Govro
914 Creekmoor Drive
Raymore, MO 64083

Requested Action: To vacate eight feet (8') of an existing twenty-five foot (25') utility easement in the rear yard of the property.

Property Location: Generally the intersection of Creekmoor Drive and Hampstead Drive.



Property Photographs:



View looking south from the northern property line showing the location of the existing KCP&L lines (red) and AT&T lines (orange)



View looking north from the southern property line showing the location of the existing KCP&L lines (red) and AT&T lines (orange)

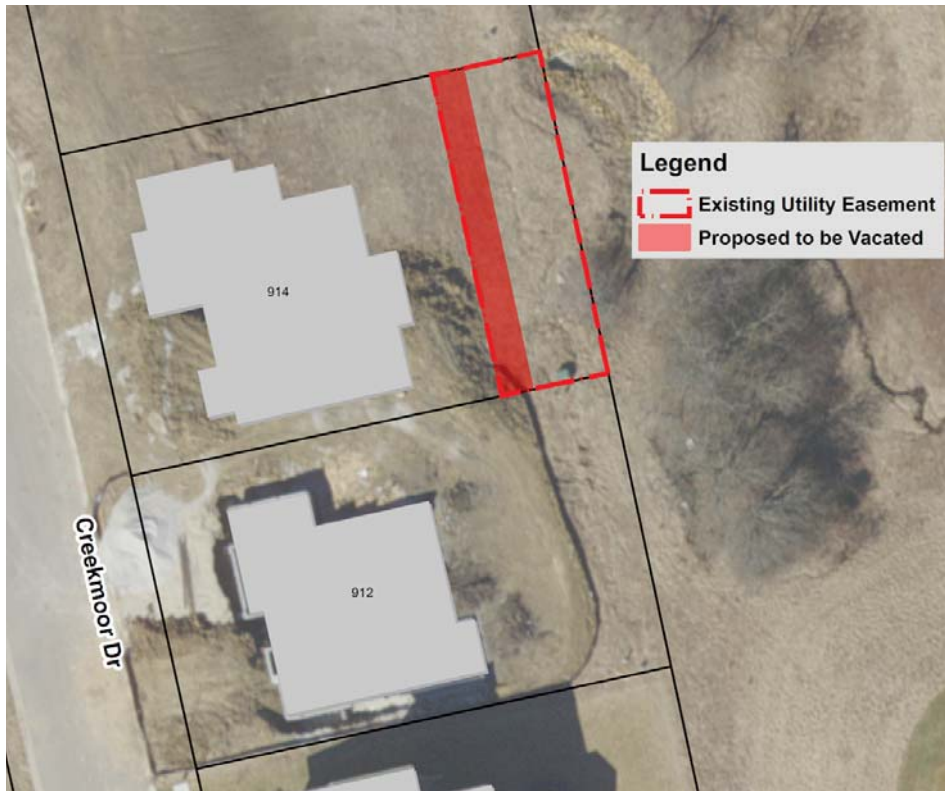


Diagram showing the extents of the requested vacation.

Existing Zoning: “PUD” Planned Unit Development

Growth Management Plan: The Future Land Use Plan Map contained in the Growth Management Plan identifies this property as appropriate for Low-Density Residential development.

Major Street Plan: The Major Thoroughfare Plan Map contained in the Growth Management Plan classifies Creekmoor Drive as a Local Road.

Legal Description: Wesbrook at Creekmoor 3rd Plat: Lot 280

Advertisement: November 22, 2018 **Journal** newspaper

Public Hearing: December 10, 2018 City Council

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

Additional exhibits as presented during hearing

REQUEST

Applicant is requesting to vacate eight feet (8') of an existing twenty-five foot (25') utility easement in the rear yard of the property at 914 Creekmoor Drive to accommodate the construction of a pool.

EASEMENT VACATION REQUIREMENTS

The following sections of the Unified Development Code are applicable to this application:

1. Section 470.170: Vacation of Streets, Easements or Plats
2. Section 470.170 (A) states:
"No vacation may take place unless the consent of the persons owning two-thirds of the property immediately adjoining thereto is obtained in writing."
3. The Unified Development Code authorizes the Community Development Director to determine if it would be advisable to obtain the recommendation of the Planning and Zoning Commission concerning a vacation application prior to the required public hearing before the City Council.
4. The City Council may approve the application if it determines from the evidence that:
 - a. due and legal notice has been given by publication as required herein;
 - b. no private rights will be injured or endangered by the vacation;
 - c. the proposed vacation is not contrary to the Growth Management Plan or any other transportation plans for the City; and
 - d. the public will suffer no loss or inconvenience thereby and that in justice to the applicant or applicants the application should be granted.

PREVIOUS PLANNING ACTIONS ON OR NEAR THE PROPERTY

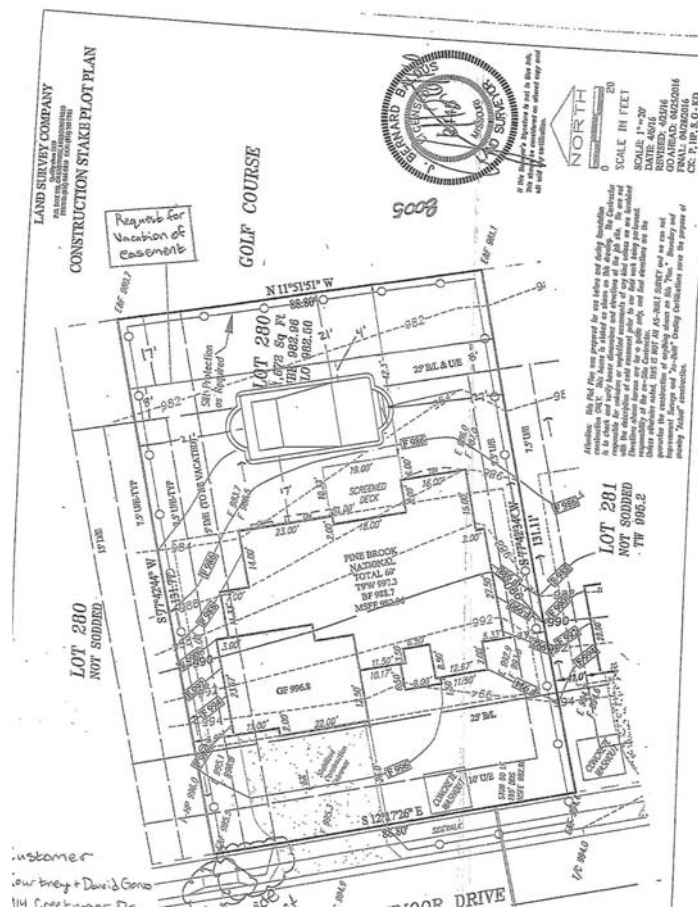
- The Westbrook at Creekmoor 9th Plat, which created the subject property was approved by the City of Raymore on January 27, 2014.
- A Certificate of Occupancy for the home was issued on May 11, 2017.

STAFF COMMENTS

- Staff notified all utility companies that may have facilities in the easement. Both KCP&L and AT&T responded to the request.
- The applicant originally requested to vacate ten feet (10') of the existing easement. Based on discussions with the utility companies that have

facilities in the easement, the applicant modified their request to reflect a vacation of eight feet (8')

- KCP&L indicated that the request would not impact their existing utilities, and that they had no objections to the requested partial vacation.
- AT&T indicated that the requested vacation of eight feet (8') was the maximum allowable without impacting their existing facilities. AT&T had no objections to the partial vacation of eight feet (8')
- Below is a preliminary plot plan/pool layout for the property:



- The standard dimension for a utility easement in the rear yard is generally 7.5 to 10 feet.
- If the vacation request is approved, the existing utility easement would be reduced to 17 feet.
- Notices of the request were mailed to seven (7) adjoining property owners. No comments were received.

ENGINEERING DIVISION COMMENTS

The Engineering Department has reviewed the application, and has recommended approval of the request.

STAFF PROPOSED FINDINGS OF FACT

Under Section 470.170 of the Unified Development Code, the City Council is directed concerning its actions in dealing with a request to vacate a portion of a utility easement. Under 470.170 (C) (3) the City Council may approve the application if it determines from the evidence that:

- 1. due and legal notice has been given by publication as required herein;**

Legal notice of the request was published in *The Journal* Newspaper on November 22, 2018

- 2. no private rights will be injured or endangered by the vacation;**

The proposed vacation will not injure or endanger any private rights.

- 3. the proposed vacation is not contrary to the Growth Management Plan or any other transportation plans for the City; and**

The proposed vacation is not contrary to the Growth Management Plan or any other transportation plans for the City.

- 4. the public will suffer no loss or inconvenience thereby and that in justice to the applicant or applicants the application should be granted.**

The public will not suffer any loss or inconvenience by the reduction in the easement.

REVIEW OF INFORMATION AND SCHEDULE

<u>Action</u>	<u>City Council 1st</u>	<u>City Council 2nd</u>
Public Hearing	December 10	January 14, 2019

STAFF RECOMMENDATION

Staff recommends that the City Council approve Case #18024 914 Creekmoor Drive Easement Vacation.

LAND SURVEY COMPANY
 P.O. Box 348
 Dubuque, Iowa 52001
 Phone: (319) 251-1111 FAX: (319) 251-1111

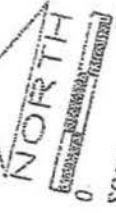
CONSTRUCTION STAKE PLOT PLAN

Request for
 Vacation of
 Easement

GOLF COURSE



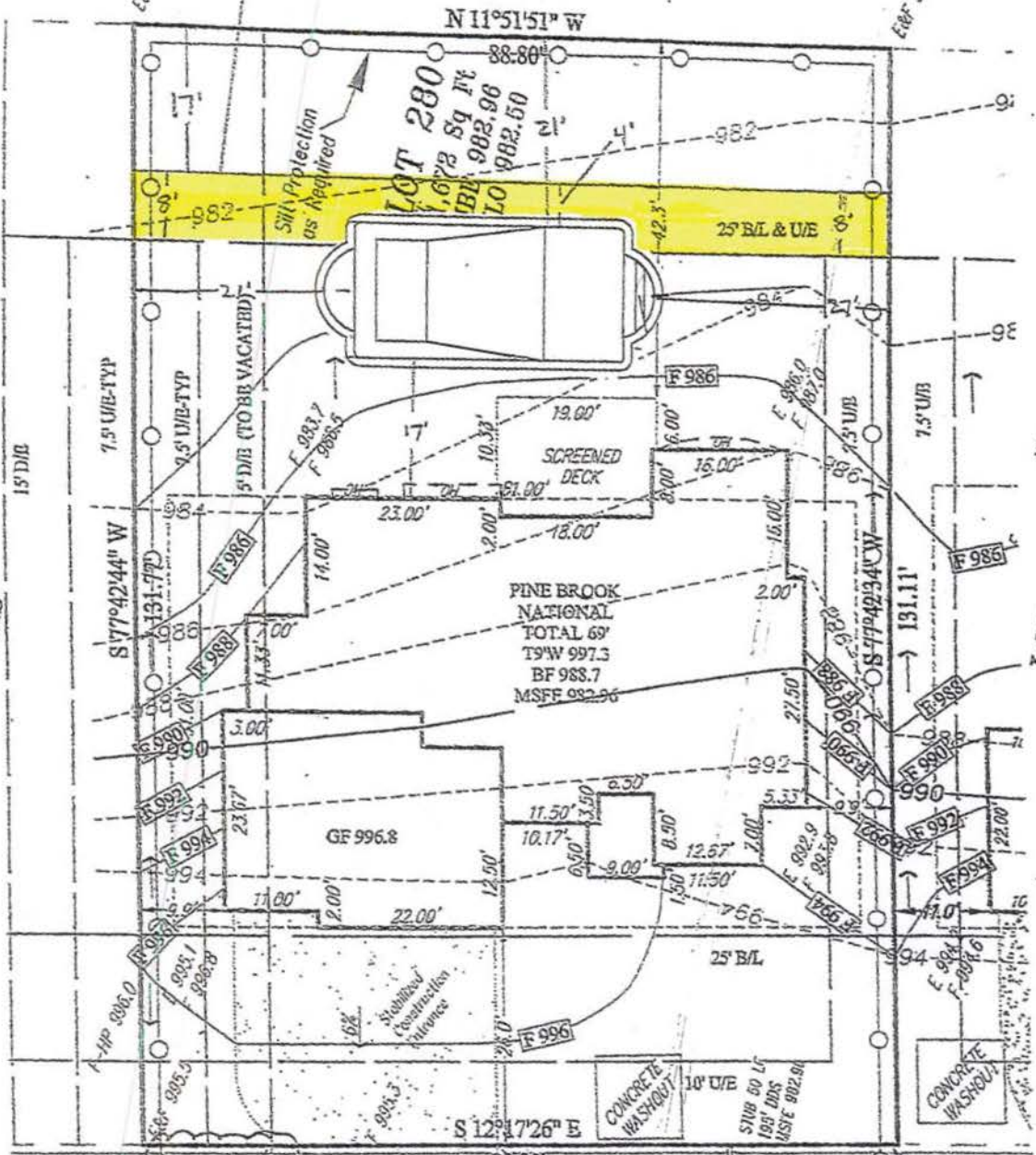
If this Surveyor's Signature is not in blue ink, this should be considered an altered copy and will void by certification.



SCALE IN FEET 20
 SCALE: 1" = 20'
 DATE: 4/6/16
 REVISED: 4/25/16
 GO AHEAD: 04/25/16
 FINAL: 04/25/16

LOT 280
 NOT SODDED

LOT 281
 NOT SODDED
 TW 995.2



Attention: This Plot Plan was prepared for use before and during foundation construction ONLY. This House is staked as shown on this drawing. The Contractor is responsible for unknown or unpolished easements of any kind unless we are furnished with the description of said easement prior to our field work being performed. Unless otherwise noted, THIS IS NOT AN AS-BUILT SURVEY and we can not guarantee the construction of anything shown on this Plan. Boundary and Improvement Surveys and "As-Built" Grading Certifications serve the purpose of showing "Actual" construction.

David Gono

DRIVE



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: Dec. 10, 2018

SUBMITTED BY: Jim Cadoret

DEPARTMENT: Development Services

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

TITLE / ISSUE / REQUEST

Bill 3415: Timber Trails 3rd Plat Easement Vacation

STRATEGIC PLAN GOAL/STRATEGY

3.2.4: Provide quality, diverse housing options

FINANCIAL IMPACT

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

PROJECT TIMELINE

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

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

Staff Report

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

Jeffrey Means, on behalf of property owner Hunt Midwest Real Estate Development, Inc., filed a request to vacate a 25-foot water line easement that crosses through the proposed 3rd phase of the Timber Trails Subdivision. The water main that existed in the easement has been relocated and the old easement is no longer necessary. The easement has already been vacated on land contained in the Timber Trails 1st phase and the Raymore Galleria development. Continuance of the easement provides no benefit to the City.

Staff recommends the Council vacate the water line easement.

BILL 3415

ORDINANCE

“AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, VACATING A 25-FOOT WATER MAIN EASEMENT WITHIN THE TIMBER TRAILS SUBDIVISION, LOCATED IN SECTION 17, TOWNSHIP 46 NORTH, RANGE 32 WEST IN THE CITY OF RAYMORE, CASS COUNTY, MISSOURI.”

WHEREAS, the City Council held a public hearing regarding the proposed easement vacation on December 10, 2018, after notice of said hearing was published in a newspaper of general circulation in the City at least 15 days prior to said hearing; and

WHEREAS, following all testimony and upon due consideration and deliberation, the City Council has determined that the proposed vacation by the City of a 25-foot water line easement within the Timber Trails Subdivision is in the best interest of the City.

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

Section 1. The City Council hereby vacates a 25-foot water line easement on property described as follows:

The east 25-feet of the west 50-feet of the West ½ of Section 17, Township 46 North, Range 32 West, in the City of Raymore, Cass County, Missouri.

The easement is located on undeveloped land that is east of Dean Avenue, between Shagbark Drive and the Raymore Galleria subdivision.

Section 2. The City Council hereby makes the findings of fact and accepts the recommendation by City staff.

Section 3. Reversionary Rights. The statutory right of reversion in the owners of the abutting property is hereby confirmed, as is provided by the laws of the State of Missouri, and the Mayor and the Clerk of the City are hereby authorized to execute all necessary instruments required to confirm the reversionary rights of the owners of property abutting on the area vacated, as described in Section 1 of this Ordinance.

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 10TH DAY OF DECEMBER, 2018.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 14TH DAY OF JANUARY, 2019, BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Barber
Councilmember Berendzen
Councilmember Burke III
Councilmember Circo
Councilmember Holman
Councilmember Kellogg
Councilmember Townsend

ATTEST:

APPROVE:

Jean Woerner, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature



To: City Council
From: City Staff
Date: December 10, 2018
Re: Case #18027 Timber Trails 3rd
Plat Easement Vacation

GENERAL INFORMATION

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

Requested Action: To vacate a twenty-five foot (25') water line easement

Property Location: Generally located on the east side of Dean Ave.
between Lucy Webb Road and Johnston Drive.



Property Photographs:



Looking north from the intersection of Dean Avenue and Shagbark Drive (Timber Trails)



Looking south on Dean Avenue from the northern terminus of the water line easement.

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

Growth Management Plan: The Future Land Use Plan Map contained in the Growth Management Plan identifies this property as appropriate for Low-Density Residential development.

Major Street Plan: The Major Thoroughfare Plan Map contained in the Growth Management Plan classifies Dean Avenue as a Minor Arterial Road

Legal Description: The east 25 feet of the west 50 feet of the West ½ of the West ½ of Section 17, Township 46 North, Range 32 West, in the City of Raymore, Cass County, Missouri. ALSO, a temporary construction easement over the east 15 feet of the west 65 feet of the West ½ of the West ½ of said Section 17.

Advertisement: November 22, 2018 **Journal** newspaper

Public Hearing: December 10, 2018 City Council

Items of Record: **Exhibit 1. Notice of Publication**
Exhibit 2. Unified Development Code
Exhibit 3. Application
Exhibit 4. Growth Management Plan
Exhibit 5. Staff Report

Additional exhibits as presented during hearing

REQUEST

Applicant is requesting to vacate a twenty-five foot (25') water line easement that extends roughly 2,440' between Lucy Webb Road and the Sam's Club of Raymore Galleria.

EASEMENT VACATION REQUIREMENTS

The following sections of the Unified Development Code are applicable to this application:

1. Section 470.170: Vacation of Streets, Easements or Plats
2. Section 470.170 (A) states:
"No vacation may take place unless the consent of the persons owning two-thirds of the property immediately adjoining thereto is obtained in writing."
3. The Unified Development Code authorizes the Community Development Director to determine if it would be advisable to obtain the recommendation of the Planning and Zoning Commission concerning a vacation application prior to the required public hearing before the City Council.
4. The City Council may approve the application if it determines from the evidence that:
 - a. due and legal notice has been given by publication as required herein;
 - b. no private rights will be injured or endangered by the vacation;
 - c. the proposed vacation is not contrary to the Growth Management Plan or any other transportation plans for the City; and

- d. the public will suffer no loss or inconvenience thereby and that in justice to the applicant or applicants the application should be granted.

PREVIOUS PLANNING ACTIONS ON OR NEAR THE PROPERTY

- Roughly 700 feet of the existing waterline easement south of the subject property was vacated as part of the Timber Trails 1st Plat. The easement vacation was approved on August 9, 2004.
- Roughly 2,120 feet of the existing water line easement north of the subject property was previously vacated as part of the Raymore Galleria development. The easement vacation was approved on September 10, 2007.

STAFF COMMENTS

- The applicant has also submitted an application for the Timber Trails 3rd Plat, which is currently under review.
- There are no existing utilities within the easement. There is a water main along Dean Avenue that will serve the future development.

ENGINEERING DIVISION COMMENTS

The Engineering Department has reviewed the application, and has recommended approval of the request.

STAFF PROPOSED FINDINGS OF FACT

Under Section 470.170 of the Unified Development Code, the City Council is directed concerning its actions in dealing with a request to vacate a portion of a utility easement. Under 470.170 (C) (3) the City Council may approve the application if it determines from the evidence that:

- 1. due and legal notice has been given by publication as required herein;**

Legal notice of the request was published in *The Journal* Newspaper on November 22, 2018

- 2. no private rights will be injured or endangered by the vacation;**

The proposed vacation will not injure or endanger any private rights.

- 3. the proposed vacation is not contrary to the Growth Management Plan or any other transportation plans for the City; and**

The proposed vacation is not contrary to the Growth Management Plan or any other transportation plans for the City.

- 4. the public will suffer no loss or inconvenience thereby and that in justice to the applicant or applicants the application should be granted.**

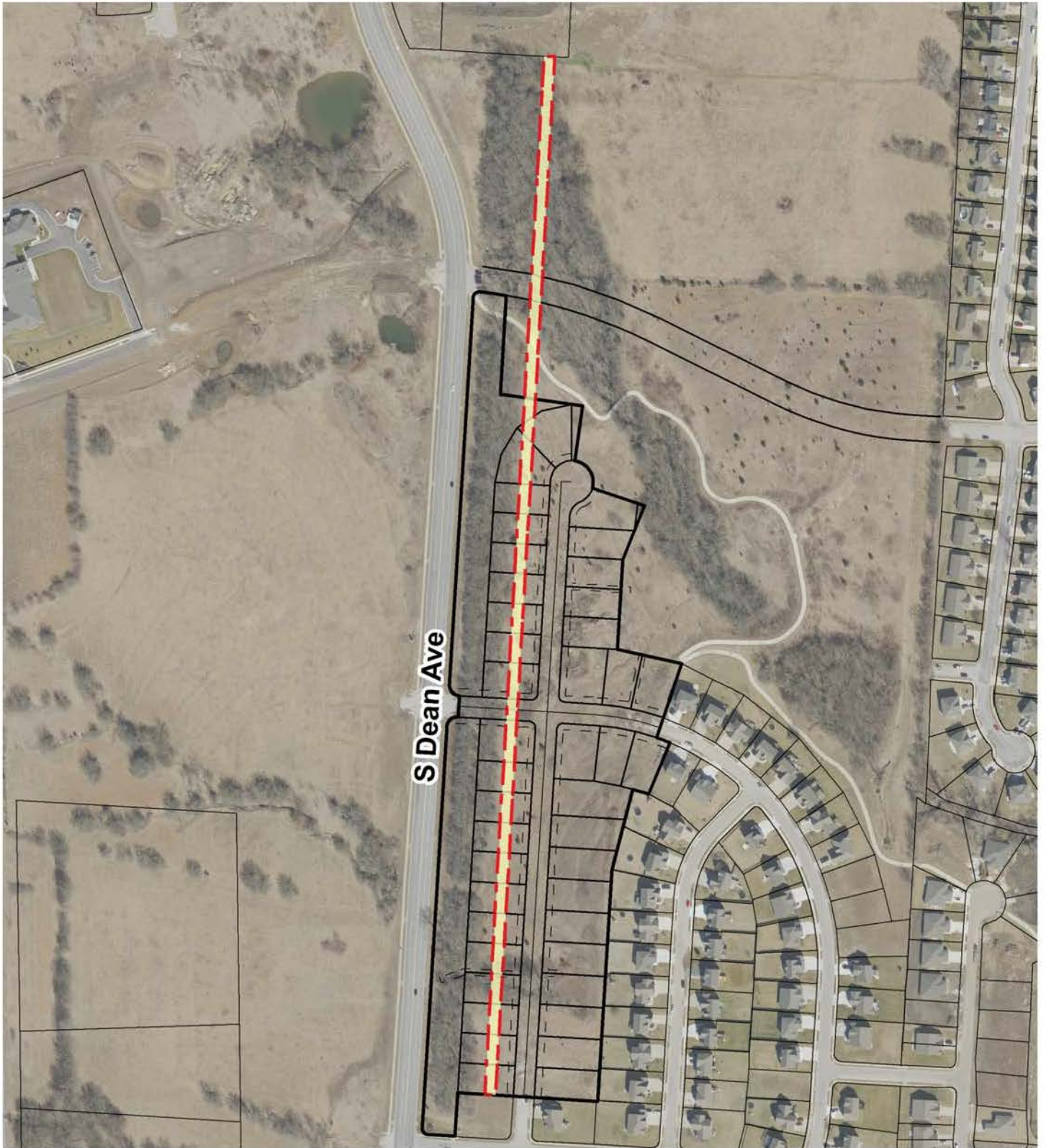
The public will not suffer any loss or inconvenience by the reduction in the easement.

REVIEW OF INFORMATION AND SCHEDULE

<u>Action</u>	<u>City Council 1st</u>	<u>City Council 2nd</u>
Public Hearing	December 10, 2018	January 14, 2019

STAFF RECOMMENDATION

Staff recommends that the City Council approve Case #18027 Timber Trails 3rd Plat Easement Vacation.





CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: Dec. 10, 2018

SUBMITTED BY: Jim Cadoret

DEPARTMENT: Development Services

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

TITLE / ISSUE / REQUEST

Bill 3416: 29th Amendment to the Unified Development Code

STRATEGIC PLAN GOAL/STRATEGY

2.3.1: Incorporate new technology and practices to develop safer pedestrian walkways

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:	November 6, 2018
Action/Vote:	Approved 8-0

LIST OF REFERENCE DOCUMENTS ATTACHED

Staff Report Nov. 6 Planning and Zoning Commission minutes

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

In June of 2018, the Planning and Zoning Commission completed its annual review of the Unified Development Code (UDC). Staff proposed an amendment that would increase the minimum width of sidewalk from four feet to five feet. The Commission requested staff complete additional research and submit the proposal as a formal amendment.

At its Nov. 6, 2018 meeting the Commission recommended approval of the 29th amendment to the UDC to increase the minimum width of sidewalk to five feet. The requirement becomes effective within any new subdivision phase recorded after Feb. 1, 2019.

BILL 3416

ORDINANCE

“AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AMENDING SECTION 445.030 OF THE UNIFIED DEVELOPMENT CODE.”

WHEREAS, the City Council of the City of Raymore, Missouri, adopted the Unified Development Code on December 8, 2008; and,

WHEREAS, the Planning and Zoning Commission held a public hearing on the proposed 29th amendment to the Unified Development Code on November 6, 2018, and has submitted its recommendation of approval to the Council; and,

WHEREAS, the Council held a public hearing on the proposed 29th amendment to the Unified Development Code on December 10, 2018, and has determined the amendment proposed would be in the best interest of the health, safety and welfare of the citizens of Raymore.

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

Section 1. Section 445.030K1 is amended as follows:

Section 445.030 Subdivision Design and Layout

K. Sidewalks

1. Requirements

a. Residential Developments

- (1) Sidewalks shall be installed on both sides of all public streets except upon lots greater than 3 acres in size, or in the case of a residential subdivision, when the average lot size is greater than 3 acres.
- (2) Sidewalks shall be installed in the right-of-way, ~~1 foot from~~ on the property line adjacent to the street, along the street frontage of all lots.
- (3) Sidewalks along private streets shall be determined as part of preliminary plat review.
- (4) Corner lots that do not contain an ADA curb ramp shall have the ramp installed at the time sidewalk is installed upon the lot.

- b. Commercial, Industrial and all other developments
 - (1) Sidewalks shall be installed on both sides of all public streets.
 - (2) Sidewalks shall be installed in the right-of-way, ~~1 foot from~~ **on** the property line adjacent to the street, along the street frontage of all lots.
 - (3) Sidewalks shall be provided along one side of access drives and shall connect to sidewalks along all public streets adjacent to the development.
 - (4) Corner lots that do not contain an ADA curb ramp shall have the ramp installed at the time sidewalk is installed upon the lot..

Section 2. Section 445.030K3 is amended as follows:

Section 445.030 Subdivision Design and Layout

K. Sidewalks

3. Sidewalk width

- a. ~~Sidewalks along any street classified in the Transportation Master Plan as a collector or arterial shall be at least 5 feet in width.~~ **Sidewalks shall be a minimum width of five (5) feet.**
- b. ~~Sidewalks along any other public street shall be at least 4 feet in width.~~ **Sidewalks constructed in a residential subdivision with a final plat recorded prior to February 1, 2019 may be four (4) feet in width.**
- c. Sidewalks along any access drive shall be at least 4 **five (5)** feet in width.

Section 3. This Ordinance shall be known as the twenty-ninth amendment to the Unified Development Code.

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 10TH DAY OF DECEMBER, 2018.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 14TH DAY OF JANUARY 14, 2019, BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Barber
Councilmember Berendzen
Councilmember Burke III
Councilmember Circo
Councilmember Holman
Councilmember Kellogg
Councilmember Townsend

ATTEST:

APPROVE:

Jean Woerner, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature



To: City Council
From: Planning and Zoning Commission
Date: December 10, 2018
Re: **Case #18025: 29th Amendment to the UDC – Sidewalks**

GENERAL INFORMATION

Applicant: City of Raymore

Requested Action: 29th Amendment to the Unified Development Code – Sidewalks

Advertisement: October 18, 2018 Journal Newspaper
November 22, 2018 Journal Newspaper

Public Hearing: November 6, 2018 Planning and Zoning Commission
December 10, 2018 City Council

Items of Record: Exhibit 1. Growth Management Plan
Exhibit 2. Unified Development Code
Exhibit 3. Notice of Publication
Exhibit 4. Staff Report

TEXT AMENDMENT REQUIREMENTS

Chapter 470: Development Review Procedures outlines the applicable requirements for amending the text of the Unified Development Code.

Section 470.020 (B) states:

“...text amendments may be initiated by the City Council or the Planning and Zoning Commission”.

Section 470.020 (F) requires that a public hearing be held by the Planning and Zoning Commission and the City Council.

Section 470.020 (G) (2) states:

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

1. whether such change is consistent with the intent and purpose of the Unified Development Code and plans adopted by the City of Raymore.
2. whether the proposed text amendment corrects an error or inconsistency in the code;
3. the areas which are most likely to be directly affected by such change and in what way they will be affected;
4. whether the proposed amendment is made necessary because of changed or changing conditions in the areas and/or zoning districts affected by it; and
5. whether the proposed text amendment is in the best interests of the City as a whole.

STAFF COMMENTS

1. During discussions on the 28th amendment to the Unified Development Code (UDC) the Planning and Zoning Commission deferred action on staff recommended changes to the sidewalk requirements contained in the Code. The Commission requested additional research be completed by staff.
2. At the August 21, 2018 Commission meeting staff presented findings from the research completed on sidewalk requirements. After much discussion the Commission directed staff to prepare an amendment to the UDC for formal vote and action by the Commission.
3. The 29th amendment to the UDC consists of two revisions proposed to the UDC. The revisions are listed in the proposed ordinance as follows:
 - Section 1: Proposal would require sidewalk to be installed in the right-of-way on the property line adjacent to the street, instead of the current requirement that the sidewalk be 1-foot from the right-of-way line.
 - Section 2: Proposal would increase the minimum width of a sidewalk on local streets and private drives from 4-feet to 5-feet. Any sidewalk constructed in a residential subdivision phase with a final plat recorded prior to January 1, 2019 could remain at 4-feet in width
4. Sidewalk is required to be installed on both sides of all public roadways.
5. Sidewalk is required to be installed prior to the issuance of a Certificate of Occupancy.

6. Research conducted by staff indicates that nearly all of the recommendations for minimum sidewalk widths of 5-feet are made based on pedestrian comfort and accessibility (ADA) requirements. A 5-foot wide sidewalk allows 2 wheelchairs to pass each other and would allow 2 adults to walk side-by-side.
7. The Federal Highway Administration recommended sidewalk width is 5-feet.
8. Staff has calculated the estimated cost increase the change of sidewalk width will have on a standard city lot and a standard corner lot [see attached table]. The increase in cost for a standard City lot is \$168.
9. Minimum sidewalk width in comparison communities commonly surveyed:

Belton	4-feet
Blue Springs	5-feet
Gardner	5-feet
Gladstone	4-feet
Grandview	4-feet
Harrisonville	4-feet
Lee's Summit	5-feet
Liberty	5-feet
Peculiar	5-feet
Prairie Village	5-feet
Raytown	5-feet
Shawnee	4-feet

PLANNING COMMISSION PROPOSED FINDINGS OF FACT

Under Section 470.020 of the Unified Development Code, the Planning and Zoning Commission is directed concerning its actions in dealing with a request to amend the text of the Unified Development Code. Under 470.020 (G) (2) the Planning and Zoning Commission is directed to make findings of fact taking into consideration the following:

1. **whether such change is consistent with the intent and purpose of the Unified Development Code and plans adopted by the City of Raymore;**

The proposed amendment is consistent with the identified purpose and intent of Section 400.040 of the Unified Development Code and with the Growth Management Plan.

2. **whether the proposed text amendment corrects an error or inconsistency in the code;**

The proposed sections of the ordinance do not correct an error or inconsistency.

3. **the areas which are most likely to be directly affected by such change and in what way they will be affected;**

The changes would affect properties throughout the City.

4. **whether the proposed amendment is made necessary because of changed or changing conditions in the areas and/or zoning districts affected by it; and**

The proposed amendment is not made necessary because of changed or changing conditions in the zoning districts. The amendment is proposed to increase walkability in the residential neighborhoods of the City.

5. **whether the proposed text amendment is in the best interests of the City as a whole.**

The proposed amendment is intended to enhance the ability to walk on sidewalks within residential neighborhoods of the City, which would be in the best interests of the City as a whole.

REVIEW OF INFORMATION AND SCHEDULE

<u>Action</u>	<u>Planning Commission</u>	<u>City Council 1st</u>	<u>City Council 2nd</u>
Public Hearing	November 6, 2018	December 10, 2018	January 14, 2019

STAFF RECOMMENDATION

Staff recommends the Planning and Zoning Commission accept the staff proposed findings of fact and forward Case #18025, 29th amendment to the UDC, to the City Council with a recommendation of approval.

PLANNING AND ZONING COMMISSION RECOMMENDATION

The Planning and Zoning Commission, at its November 6, 2018 meeting, voted 8-0 to accept the staff proposed findings of fact and forward Case #18025, 29th amendment to the UDC, to the City Council with a recommendation of approval.

Planning and Zoning Commission Meeting Minutes Excerpt November 6, 2018

5. New Business -

D. Case #18025 - 29th Amendment to the Unified Development Code (public hearing)

Mr. Gress provided the staff report on the request. An amendment to the UDC does require a public hearing and the following items were entered into the record: Growth Management Plan; Unified Development Code; Notice of Publication in The Journal; and the Staff Report.

Mr. Gress commented that this topic was discussed in August of 2018 as part of the annual review of the UDC and the 28th amendment. Staff did complete additional research on what other community regulations were and shared that with the Commission in October. The Commission then directed staff to proceed with incorporating the proposed changes into the 29th amendment to the UDC.

Mr. Gress stated there are two proposed changes to the UDC. First, the minimum width of sidewalk would be increased from 4 to 5 feet. Second, the sidewalk shall be constructed on the property line instead of 1 foot from the property line. These changes would take effect for any new subdivision plat recorded after January 1, 2019.

Chairman Faulkner opened the public hearing at 8:11 p.m.

There were no public comments.

Chairman Faulkner closed the public hearing at 8:12 p.m.

Mayor Turnbow stated he previously expressed trepidation on the proposal but has had opportunity to talk with staff and with several other Mayors and will now be supporting the request.

Commissioner Wiggins commented he also had some resistance on the request but did have experience recently on pulling a wagon on a 4-foot sidewalk and had some issues, and is now supportive of the request.

Chairman Faulkner stated that with staff research there are 7 other communities in the area that do require 5-foot sidewalk, but three communities still only require 4-foot sidewalk. He commented that he is not opposed to the change but is not in a hurry to make the change.

Commissioner Bowie thought the proposal adds to the walkability of the City and appreciates the proposal.

Motion by Commissioner Wiggins, Seconded by Commissioner Urquilla, to accept the staff proposed findings of fact and forward Case #18025, 29th amendment to the Unified Development Code, to the City Council with a recommendation of approval.

Vote on Motion:

Chairman Faulkner	Aye
Commissioner Wiggins	Aye

Commissioner Armstrong	Aye
Commissioner Bowie	Aye
Commissioner Crain	Absent
Commissioner Fizer	Aye
Commissioner Meuschke	Aye
Commissioner Urquilla	Aye
Mayor Turnbow	Aye

Motion passed 8-0-0.



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: December 10, 2018

SUBMITTED BY: Nathan Musteen

DEPARTMENT: Parks & Recreation

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

TITLE / ISSUE / REQUEST

Bill 3397 - Recreation Park Pedestrian Bridge project

STRATEGIC PLAN GOAL/STRATEGY

2.3.3: Strengthen development & maintenance of streets, trails & pedestrian pathways

FINANCIAL IMPACT

Award To:	Tasco LLC
Amount of Request/Contract:	\$49,000
Amount Budgeted:	\$55,000
Funding Source/Account#:	Fund 47 Park Sales Tax Fund

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
February 2019	April 2019

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:	Parks and Recreation Board
Date:	November 27, 2018
Action/Vote:	7-0

LIST OF REFERENCE DOCUMENTS ATTACHED

Contract

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

The Recreation Park Pedestrian Bridge Project involves the removal of the current bridge and construction of new pedestrian crossing connecting Moon Valley Park and Recreation Park.

Staff received bids on October 4, 2018 as follows:

Tasco LLC	\$69,000.00
VF Anderson Builders	\$74,921.35
Julius Kaaz Construction	\$99,862.00

Tasco LLC was determined to be the lowest and best bidder. Staff negotiated with Tasco LLC and was able to bring the project within the \$55,000 budget. Staff recommends the contract for the Recreation Park Pedestrian Bridge Project to be awarded to Tasco LLC in the amount of \$49,000.

BILL 3397

ORDINANCE

“AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH TASCO LLC FOR THE RECREATION PARK PEDESTRIAN BRIDGE, CITY PROJECT NUMBER 18-293-201, IN THE AMOUNT OF \$49,000.”

WHEREAS, the Recreation Park Pedestrian Bridge Project was included in the 2018 capital budget; and

WHEREAS, bids for this project were received on October 24, 2018; and

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

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

Section 1. The City Manager is directed to enter into a contract in the amount of \$49,000 with Tasco LLC, for the Recreation Park Pedestrian Bridge project.

Section 2. The City Manager is authorized to execute the contract attached as Exhibit A for 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 10TH DAY OF DECEMBER, 2018.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 14TH DAY OF JANUARY, 2019, BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Barber

Councilmember Berendzen
Councilmember Burke III
Councilmember Circo
Councilmember Holman
Councilmember Kellogg
Councilmember Townsend

ATTEST:

APPROVE:

Jean Woerner, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature



CITY OF RAYMORE
CONTRACT FOR SERVICES

RECREATION PARK PEDESTRIAN BRIDGE

AGREEMENT FOR PROVISION OF THE FOLLOWING SERVICES

Agreement made this 14th day of January, 2019, between Tasco LLC, an entity organized and existing under the laws of the State of Missouri, with its principal office located at 39060 E 179th Street, Kingsville MO 64061, hereafter referred to as the **Contractor**, and The City of Raymore, Missouri, a Charter City organized and existing under the laws of the State of Missouri, with its principal office located at 100 Municipal Circle, Raymore, Missouri, hereafter referred to as the **City**.

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

This contract is effective as of January 14, 2019 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 18-293-201 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 **60** calendar days. The date of substantial completion shall be that date when the project or portions of the project are officially accepted by the Owner through formal action of the City Council for utilization of the project for its intended purpose. The City shall be the sole determiner as to the fulfillment of the work as described.

ARTICLE III CONTRACT SUM AND PAYMENT

The Contractor agrees to perform all work described in the Contract Documents in the amount of \$49,000.00.

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

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, tool, materials, equipment, services, delays, or claims incurred by the City to finish the work.

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

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

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

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

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

ARTICLE VII RESPONSIBILITIES

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

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

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

All equipment will be of such type and in such condition so as not to cause any damages to City property or the community at large. All equipment used on site

will meet the minimum requirements of OSHA (Occupational Safety Health Administration) and related federal, state, county, and city agencies and regulations, including but not limited to EPA (Environmental Protection Agency) and the NESHAPS (National Emission Standards for Hazardous Air Pollution). All material will be of a type and quality acceptable to the City, and which will not cause injury to property or persons.

Contractor will supervise and direct the work performed, and shall be responsible for his employees. Contractor will also supervise and direct the work performed by subcontractors and their employees and be responsible for the work performed by subcontractors hired by the contractor.

Contractor agrees to obtain and maintain, during the term of this contract, the necessary licenses and permits required by federal, state, county and municipal governments to perform the services as required by this contract. Contractor shall bear the cost of any permits which he is obligated to secure. Contractor will also ensure any 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 25) if project is \$75,000 and up. The contractor shall include the provisions of this clause in all subcontracts for work to be performed by subcontractors under this contract so that provisions of this clause are binding upon subcontractors.

ARTICLE VIII TERMINATION OF AGREEMENT

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

Without Cause – The City may terminate this agreement at any time by providing sixty (60) days written notice, by certified mail, to the Contractor at the address listed below.

In the event this agreement is terminated, the City may hold as retainer the amount needed to complete the work in accordance with bid specifications.

ARTICLE IX ARBITRATION

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

ARTICLE X WARRANTY

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

Contractor shall, within ten (10) days of written notice from the City, correct any work found to be defective, incorrect or not in accordance with 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 employees 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 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: _____
Jean Woerner, City Clerk

(SEAL)

TASCO LLC

By: Tom Shaw
Title: Vice President
Attest: [Signature]

APPENDIX A

SCOPE OF SERVICES AND SPECIAL PROVISIONS

Recreation Park Pedestrian Bridge

ANTICIPATED SCOPE OF SERVICES:

Removal and replacment of an existing, wooden pedestrian bridge:

- Removal of an existing wooden pedestrian bridge and all substructure. Bridge is approximately 25 feet in length, 6 feet wide.
- All clearing and excavation required to install a precast RCB with precast wingwalls.
- Install a 12 foot, 10' x 4' precast RCB with precast wingwalls, headwalls and toe walls as per manufactures specifications. RCB is to be placed on a 6" thick layer of ¾" bedding gravel. External joint wrap is required. The RCB and wingwalls are to be manufactured by Forterra, or an approved equal. Example and description attached. Note that the description does not include handrails or toe walls.
- Backfilling and restoration.
- Installation of handrails.
- Removal and replacement of 460 feet of existing asphalt trail. Trail is to be 2" on APWA Type 2 Base with 2" of APWA Type 3 surface.

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:

1. City of Raymore – Standard Contract Documents and Technical Specifications for Utility and Street Construction (latest edition)
2. Kansas City Metro Chapter of the American Public Works Association
3. Missouri Department of Transportation (Culvert, Guardrail)
 - a. 2017 Missouri Standard Specifications for Highway Construction
 - b. 2017 Missouri Standard Plans for Highway Construction

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

Award of this contract is anticipated prior to the end of December, 2018.

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 **60** calendar days of execution of the Notice to Proceed.

4. ENGINEER

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

5. GENERAL CONDITIONS

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

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

6. MEASUREMENT AND PAYMENT

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

A. **Mobilization, Bonds, and Insurance:** Mobilization, Bonds and Insurance will be considered a lump sum item for payment. The total lump sum price

for this item shall not exceed 5% of the total base bid price. Payment shall be made on the schedule enclosed in the bid documents.

- B. **Construction Staking:** Construction and Survey Controls shall be paid for as a lump sum item. The unit cost for this item shall include all labor, equipment and materials to develop and establish necessary control, detail dimensions, and measurements required for proper layout and performance of the work. The contractor is responsible for all restaking.
 - C. **Clearing and Grubbing:** Clearing and Grubbing shall be considered a lump sum item for payment. The unit cost for this line item shall include all labor, materials and equipment necessary to prepare the site for construction as per plan. This includes any necessary removal and disposal of any above or underground materials, natural or man-made.
 - D. **Removal of Bridge:** Contractor will be paid a lump sum after the bridge removal has been completed. The unit cost for this line item shall include all labor, materials and equipment necessary for removal and disposal of the existing bridge and substructure.
 - E. **Reinforced Concrete Box/Bridge:** The Reinforced Concrete Box/Bridge will be considered a lump sum item for payment. The unit cost for this item shall include all labor, equipment and materials required to deliver, unload and install the Forterra, or an approved equal, precast RCB and wingwalls. All granular bedding, backfill, work or other materials required are included in this line item.
 - F. **Handrails:** Handrails will be considered a lump sum item for payment. The unit cost for this item shall include all labor, equipment and materials required to install handrails composed of 2 inch, metal tubing.
 - G. **Asphalt Paving:** Asphalt Paving shall be measured and paid for at the unit bid price per ton. The unit cost for this item shall include all labor, equipment and materials required to remove and dispose of the existing trail as indicated in the attachment, prepare the subgrade and lay a new 4" thick, 10 foot wide asphalt trail.
 - H. **Restoration:** Restoration will be considered a lump sum item for payment. The unit cost for this item shall include all labor, equipment and materials required to restore the site and any areas disturbed during construction.
7. Project is tax exempt.

CITY OF RAYMORE, MISSOURI
RFP # 18-293-201

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 December, 2018.

C. *Insurance*

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

1. General Liability

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

Minimum Limits - General Liability:

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

2. 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 vendor agrees that this clause shall include claims involving infringement of patent or copyright.

E. *Exemption from Taxes*

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

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

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

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

Contractor agrees to pay all employees involved in this contract the required wages as listed in the prevailing Wage Order 25 for Cass County, Missouri, USA.

G. *Invoicing and Payment*

The Bidder shall submit invoices, in duplicate, for services outlined above in the scope of services. 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 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 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 Bidder acknowledges and certifies that it understands that the following acts by the contractor, its employees, and/or agents performing services on City of Raymore property are prohibited:

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

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

M. *Inspection*

At the conclusion of each job order, the Bidder shall demonstrate to the 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 25). 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*

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

Certificate copies must be submitted with the RFP, if 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 the 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 any time a surety on any such bond is declared as bankrupt or loses its right to do business in the state in which the work is to be performed, 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 any time a surety on any such bond is declared as bankrupt or loses its right to do business in the state in which the work is to be performed, 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 repairs 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 any time a surety on any such bond is declared a bankrupt or loses its right to do business in the state in which the work is to be performed, 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 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 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.



5150 US Hwy 59
 Oskaloosa, Kansas 66066
 (913) 422-3634 - Phone
 (785) 863-3387 - Fax



P.O. Box 860310
 Shawnee, Kansas 66286
 (913) 422-3634 - Phone
 (913) 422-3666 - Fax

Sales Team
 Tara Dinslage
 913-292-4811

Sales Team
 John O'Rourke
 816-206-8671

Sales Team
 Camden Arnold
 816-820-3422

OWNER: City of Raymore, MO
 PROJECT: Raymore, MO - 10'x4' Precast Concrete Box Culvert
 ENGINEER: ==
 BID DATE: ==
 BID TIME: ==

QUOTE: Budgetary
 DATE: 08/29/18
 PAGE: 1 of 1

SIZE	CLASS	DESCRIPTION	QTY	UNIT
10' x 4'	—	Single Cell Reinforced Concrete Box Culvert	12.0	Lf
		Weight = 10.1 tons per 6' section		
		Fill Height = 1' to 6'		
		Precast Concrete Wingwall - 45 Degree Flare	4.0	Ea
		- 5'-6" Rise x 8'-0" Long		
		- Approximate Weight = 2.5 tons per each		
		Precast Concrete Wingwall Footing - 8'-0" Long	4.0	Ea
		- 2'-6" W x 1'-0" T x 8'-0" L		
		- Approximate Weight = 1.8 tons per each		
		Precast Concrete Headwall	2.0	Ea
		- 12" W x 12" T x 11'-4" L		
		- Approximate Weight = 0.9 tons per each		
		NOTES:		
	1)	Mastic and delivery included.		
	2)	Contractor to unload RCB.		
	3)	Call for pricing if toewalls, external joint wrap, or any additional items are required.		
	4)	Box culvert quoted with assumed 1' to 6' fill heights. Prices subject to change based on final plans.		
	5)	Wingwalls quoted based on assumed dimensions. Prices subject to change based on final plans.		
		GRAND TOTAL:		

Products produced per ASTM C-76, C-506, C-507, & C-1433.

GRAND TOTAL:

Price includes necessary joint mastic or gaskets (our count) Additional mastic is \$15 per 65 lb pail.

A \$150 drop charge will be added on less than truck load quantities shipped. A 15% charge for restocking and handling will be added for pipe returned to the yard. An additional 10% will be added if we are required to pick up pipe from jobsite The above take-off quantities are approximate and are not guaranteed correct. Any changes are the buyer's responsibility. The above prices are F.O.B. as near to the job site as reasonable for Kansas City metro area deliveries. Additional shipping may be charged on out of town deliveries.

Purchase and receipt of any or all of the quoted items, subjects the buyer to our standard terms and conditions on the reverse side.

Payment Terms - Net 30th day following date of invoice.

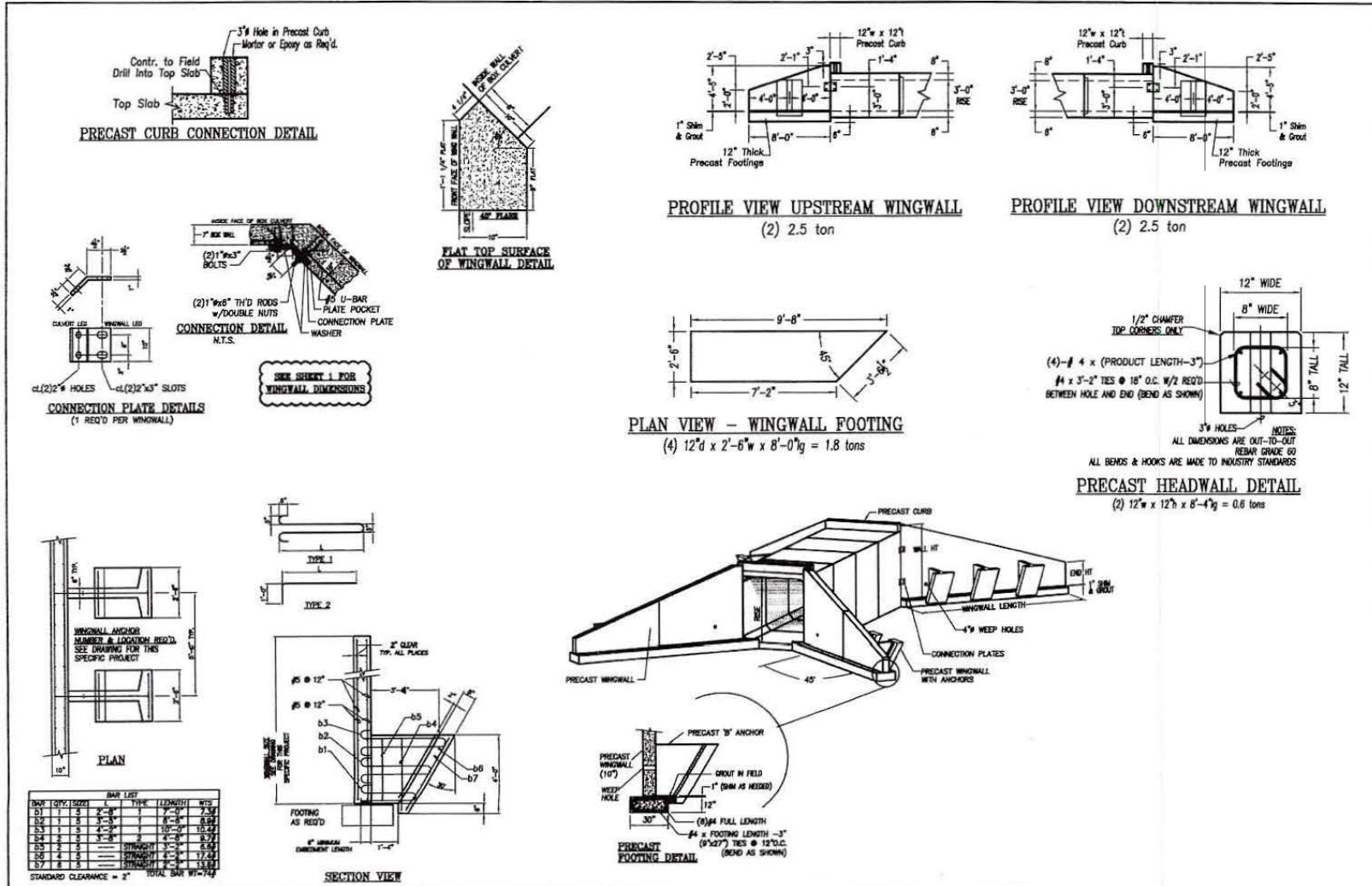
ALL PRICES GOOD FOR 30 DAYS

ACCEPTANCE:

Subject to being awarded the contract for the project described above and subject to the terms and conditions on the reverse side hereof, we hereby order the products described herein at the unit prices quoted above.

By _____
 Title _____ Date _____

By: *John O'Rourke*
 John O'Rourke, Senior Sales Manager



AFFIDAVIT

(as required by Section 285.530, Revised Statutes of Missouri)

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 Randy Seid, who, being duly sworn, states on his oath or affirmation as follows:

Name/Contractor: TASCO LLC

Company: TASCO LLC

Address: 39060 E 179th St Kingsville mo 64061

- 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 # 18-293-201.
- 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.

Tasco LLC
Company Name

Randy Seid
Signature

Name: Randy Seid

Title: Vice - president

STATE OF Missouri COUNTY OF Cass

Subscribed and sworn to before me this 23rd day of October, 2018.

Notary Public: [Signature]

My Commission Expires: 5/10/20

CAITLIN WEST
NOTARY PUBLIC-NOTARY SEAL
STATE OF MISSOURI
CASS COUNTY
MY COMMISSION EXPIRES 5/10/2020
COMMISSION # 16746874

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 A
RFP 18-293-201

PROPOSAL VALIDITY AND COMMITMENT TO SIGN AGREEMENTS

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

FIRM NAME: Tasco LLC

ADDRESS: 39060 E 179th St
Street

ADDRESS: Kingsville MO 64061
City State Zip

PHONE: 816 269-9507

E-MAIL: tascolc2016@yahoo.com

DATE: 10-24-2018 Randy Seif / vice president
(Month-Day-Year) Signature of Officer/Title

DATE: 10-24-2018 _____
(Month-Day-Year) Signature of Officer/Title

Indicate Minority Ownership Status of Bidder (for statistical purposes only):
Check One:

- MBE (Minority Owned Enterprise)
- WBE (Women Owned Enterprise)
- Small Business

PROPOSAL FORM B
RFP 18-293-201

CONTRACTOR DISCLOSURES

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

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

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

Legal Matters

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

_____ Yes No If yes, provide details in an attachment.

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

_____ Yes No If yes, provide details in an attachment.

Required Representations

In submitting this RFP, the Firm makes the following representations, which it understands are required as a condition of performing the Contract Work and receiving payment for 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 execution of the Contract Work shall be in full compliance with the City of Raymore requirements for Workers' Compensation Insurance.
4. If awarded the Contract Work, the Firm represents that it will not exceed its current bonding limitations when the Contract Work is combined with the total aggregate amount of all unfinished work for which the Contractor is responsible.
5. The Firm represents that it has no conflicts of interests with the City of Raymore if awarded the Contract Work, and that any potential conflicts of interest that may arise in the future will be disclosed immediately to the City.
6. The Firm represents the prices offered and other information submitted in connection with its proposal for the Contract Work was arrived at independently without consultation, communication, or agreement with any other offeror or competitor.

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

PROPOSAL FORM C
 RFP 18-293-201

EXPERIENCE / REFERENCES

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

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

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

COMPANY NAME	City of Raymore MO
ADDRESS	100 Municipal Cir, Raymore MO 64083
CONTACT PERSON	Phil Becker
CONTACT EMAIL	JBecker@raymore.com
TELEPHONE NUMBER	816-868-6785
PROJECT, AMOUNT AND DATE COMPLETED	\$299,350.00 155th St. Luvert September

COMPANY NAME	Osceola City, MO
ADDRESS	210 Olive Street, Osceola, MO 64776
CONTACT PERSON	Rob Hechenlively
CONTACT EMAIL	mayor@cityofosceolamo.com
TELEPHONE NUMBER	417-646-8421
PROJECT, AMOUNT AND DATE COMPLETED	Osceola Boat Ramp. 12-15-2017 \$130,000.00

COMPANY NAME	Pleasant Hill R-111 School District
ADDRESS	318 Cedar St. Pleasant Hill, MO 64080
CONTACT PERSON	Jerry Johnson
CONTACT EMAIL	Gerald.Johnson@skw-inc.com
TELEPHONE NUMBER	816-863-4040
PROJECT, AMOUNT AND DATE COMPLETED	Primary School Parking lot Improv. \$154,807.50 July 20, 2016

COMPANY NAME	Pleasant Hill R-111 School District
ADDRESS	318 Cedar St. Pleasant Hill MO, 64080
CONTACT PERSON	Jerry Johnson
CONTACT EMAIL	Gerald.Johnson@skw-inc.com
TELEPHONE NUMBER	816-863-4040
PROJECT, AMOUNT AND DATE COMPLETED	Sewer System Improv. Primary School \$126,293.45 June 24, 2016

COMPANY NAME	MODOT
ADDRESS	600 NE Colban RD, Lee's Summit MO 64086
CONTACT PERSON	Chad Baldwin
CONTACT EMAIL	chad.baldwin@modot.mo.gov
TELEPHONE NUMBER	816-365-7066
PROJECT, AMOUNT AND DATE COMPLETED	Slide Repair, \$334,835.76, Active Now Now

State the number of Years in Business: 3

State the current number of personnel on staff: 4

PROPOSAL FORM D
RFP 18-293-201

Proposal of Tasco LLC, organized and
(Company Name)
existing under the law of the State of Missouri, doing business
as Corporation (*)

To the City of Raymore, Missouri: In compliance with your Request for Proposal, Bidder hereby proposed and agrees to furnish all labor, tools, materials and supplies to successfully complete all requirements defined in City Project No. 18-293-201- Recreation Park Pedestrian Bridge.

This work is to be performed in strict accordance with the Plans and Specifications, including addendum number(s) 0, issued thereto, receipt of which is hereby acknowledged for the following unit prices.

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

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

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

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

**BID PROPOSAL FORM E – Project No. 18-293-201
 Recreation Park Pedestrian Bridge Replacement**

Bid Items	Units	Estimated Quantities	\$/Units	Total
Mobilization, Bonds and Insurance	LS	1	3500	\$3500
Construction Staking	LS	1	1500	\$1500
Clearing and Grubbing	LS	1	10000	\$10000
Removal of Bridge	LS	1	500	\$500
Reinforced Concrete Box/Bridge	LS	1	25000	\$25000
Concrete Paving	Sq Ft	300	10	\$3000
Handrails	LS	1	4500	\$4500
Restoration	LS	1	1000	\$1000
TOTAL BASE BID				\$49,000

Total Bid for Project Number 18-293-201:

\$49,000

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

(Forty nine thousand dollars and no cents)

In blank above write out the sum of the bid.

BID OF: Tony Stone Tasco LLC

(Firm Name)

DATE: 11-9-2018

Company ID Number: 943293

Approved by:

Employer tascolc	
Name (Please Type or Print) tony p shore	Title
Signature Electronically Signed	Date 02/03/2016
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 02/05/2016



**CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM**

DATE: December 10, 2018

SUBMITTED BY: Nathan Musteen

DEPARTMENT: Parks & Recreation

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

TITLE / ISSUE / REQUEST

Bill 3417 - Memorandum of Understanding - Variety Kansas City

STRATEGIC PLAN GOAL/STRATEGY

Goal 1.3.2: Develop programs & amenities that meet the diverse needs of the present & future community

FINANCIAL IMPACT

Award To: Variety Kansas City
Amount of Request/Contract: \$135,000 (donation to the City)
Amount Budgeted:
Funding Source/Account#:

PROJECT TIMELINE

Estimated Start Date
Winter 2019

Estimated End Date
Summer 2019

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission: Parks and Recreation Board
Date: October 23, 2018
Action/Vote: 9-0

LIST OF REFERENCE DOCUMENTS ATTACHED

Memorandum of Understanding

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

In 2016, voters approved several General Obligation Bond Park projects, which included a spray-ground and playground at T.B. Hanna Station.

In September, Unlimited Play LLC., a non-profit organization currently working with staff for the design and fundraising efforts on the Hawks Nest Playground at Hawk Ridge Park, reached out to ask if the Parks & Recreation Department would be interested in partnering on a project to create an additional inclusive playground in our community.

Unlimited Play helped secure a \$135,000 donation for the proposed spray-ground and playground improvements through Variety KC.

Variety KC is a volunteer-driven organization committed to providing children with developmental disabilities the adaptive equipment and opportunities needed for activity and inclusion. The improvements at T.B. Hanna Station have been designated as a great fit for the vision of their organization.

With the help of Variety KC and Unlimited Play, the upgrades to the spray-ground and playground will make Raymore the first in Missouri to have two inclusive playgrounds and the first inclusive spray-ground.

The attached Memorandum of Understanding between the City of Raymore and Variety KC is a 20-year agreement and was approved by the Parks & Recreation Board in October.

BILL 3417

ORDINANCE

“AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF RAYMORE, MISSOURI, AND VARIETY KANSAS CITY IN THE AMOUNT OF \$135,000 FOR THE DESIGN AND CONSTRUCTION SERVICES FOR AN ALL-INCLUSIVE SPRAYGROUND AND PLAYGROUND AT T.B. HANNA STATION.”

WHEREAS, The City of Raymore seeks to design and develop a playground and sprayground at T.B. Hanna Station, as approved by voters in the April 2016 GO Bond election; and

WHEREAS, Variety Kansas City will donate \$135,000 to the City of Raymore to create an all-inclusive playground and sprayground at T.B. Hanna Station; and

WHEREAS, the Memorandum of Understanding provides details specific to the design utilizing the expertise and resources of Unlimited Play LLC; and

WHEREAS, The City of Raymore finds that Variety Kansas City’s donation and terms of the Memorandum of Understanding are acceptable.

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

Section 1. The City Manager is authorized to enter into a Memorandum of Understanding with Variety Kansas City, which includes a donation of \$135,000 to the City of Raymore.

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

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

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

DULY READ THE FIRST TIME THIS 10TH DAY OF DECEMBER, 2018.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 14TH DAY OF JANUARY, 2019, BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Barber
Councilmember Berendzen
Councilmember Burke III
Councilmember Circo
Councilmember Holman
Councilmember Kellogg
Councilmember Townsend

ATTEST:

APPROVE:

Jean Woerner, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature

**Memorandum of Understanding
between
The City of Raymore, MO
and
Variety Kansas City**

Background & Purpose

Variety Kansas City (Variety KC) is an organization that advocates for the inclusiveness of children with disabilities within the Kansas City community. The City of Raymore has a significant interest in ensuring that their guests, including children with disabilities, have a positive experience while visiting their parks.

In 2018, the City of Raymore will partner with Variety KC and ensure T.B. Hanna Station's playground and sprayground is inclusive to children with disabilities. The parties now wish to enter into the Memorandum of understanding (MOU) to set forth the terms and understanding between the parties that will (1) allow Variety KC to serve as a sponsor for the area, and (2) facilitate continued collaboration between the parties on the promotion of this inclusive park.

Naming Rights

In exchange for Variety KC's financial support totaling \$135,000.00, which shall be applied towards the construction of the playground and sprayground at T.B. Hanna Station, Variety KC shall be provided with naming rights and recognition signage for their sponsorship/involvement.

Elements of the sponsorship are as follows:

- **Sponsorship Period:** The sponsorship will be in effect from the opening in 2019 to the end of 2039.
- **Signage:** Variety KC will have a sign posted at the main entrance of the fenced playground area and splashpad. Specific details of the sign will be agreed upon by the parties. An example of the sign's verbiage:

Naming Rights: Variety KC Playground(Logo)
Variety KC Splashpad (Logo)

The signage will be intact and maintained for the duration of the sponsorship, with signage in place for the life of the exhibit/area.

- **Non-Exclusivity:** The sponsorship is not exclusive and the area may also recognize other funding partners involved in the project. However, Variety KC will be the only sponsor/partner provided with a signage opportunity. Any other funding partners will be recognized with a plaque, brick or other less visible denotation at the park.

- **Use of Names and Logos:** The City of Raymore will utilize Variety KC's name and/or logo on marketing materials specifically related to the playground and sprayground. The City of Raymore will allow Variety KC to review and provide input on these marketing materials in advance of use, though the City retains the ultimate decision-making authority on its marketing materials. Variety KC may request that its name and logo not be used on any marketing materials upon review and prior to such marketing materials being entered into circulation. The parties may not otherwise use each other's names and logos for any reason without prior written approval.

Mutually agreed on copy points will be decided on in advance so that social media posts etc., can be acted on in a timely manner without approval each time.

Variety KC will promote the City of Raymore and/or it's Parks and Recreation Department through social media, press releases and marketing materials according the the City's Branding Guidelines.

Equipment and Purchasing

In accordance with this agreement, the Owner shall purchase all equipment in connection with the Project through Unlimited Play's preferred partner Little Tikes Commercial, NJPA program, and All Inclusive Rec.

Term of the MOU

This MOU shall become effective upon signature by the authorized officials from Variety KC and the City of Raymore and will remain in effect for twenty years. It may be terminated by either party at any time for any reason upon written notice to the other party. Should the MOU be terminated by the City of Raymore prior to the end of the sponsorship period outlined above, the Variety KC signage for the area will nevertheless be continued until the end of the sponsorship period.

City of Raymore, Missouri
Jim Feuerborn
City Manager
100 Municipal Circle, Raymore, MO 64083
(816) 331-0488

Variety Kansas City
Deborah Wiebrecht
Executive Director
PO Box 3446, Shawnee, KS 66203
(913) 558-2309

Signature

Signature

Date

Date



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: December 10, 2018

SUBMITTED BY: Nathan Musteen

DEPARTMENT: Parks & Recreation

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

TITLE / ISSUE / REQUEST

Bill 3418 - Award of Contract, Michelle Biondo - Grant Writing Services

STRATEGIC PLAN GOAL/STRATEGY

Goal 4.3.1 - Develop & Implement long-term funding strategies to support City operations and needs

FINANCIAL IMPACT

Award To: Michelle Biondo
Amount of Request/Contract: \$65 per hour
Amount Budgeted:
Funding Source/Account#:

PROJECT TIMELINE

Estimated Start Date
January 14, 2019

Estimated End Date

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission: Parks and Recreation Board
Date: November 27, 2018
Action/Vote: 7-0

LIST OF REFERENCE DOCUMENTS ATTACHED

Contract

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

City staff regularly apply for grant funding that focuses on a wide variety of park improvement projects and recreation programming equipment or curriculum. In recent years, grants have been secured for facility improvements at Hawk Ridge Park, archery equipment for recreation programs and the Aging Mastery Program through the the Mid-America Regional Council.

Michelle Biondo, a professional grant writer, recently moved to Raymore and approached City staff during the October Community Conversation about opportunities to help the City with grants and fundraising for the Hawk's Nest, the inclusive playground at Hawk Ridge Park.

Director Musteen and Communication Director Mike Ekey met with Biondo to discuss opportunities and benefits to the City. Biondo has an impressive resume with excellent qualifications. With more than 120 different organizations in which she has submitted grants, her knowledge of grant writing and contacts throughout her career provide a great resource to help offset City funding.

Staff requests authorization to utilize Biondo to pursue additional grants and fundraising opportunities for the Hawk's Nest Playground and other Parks & Recreation Department capital projects.

In November, the Parks & Recreation Board recommended approval of this contract.

BILL 3418

ORDINANCE

“AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, APPROVING AN AGREEMENT BETWEEN THE CITY OF RAYMORE, MISSOURI, AND MICHELLE BIONDO, PROFESSIONAL GRANT WRITER, FOR GRANT WRITING AND FUND DEVELOPMENT SERVICES.”

WHEREAS, The City of Raymore seeks to build an inclusive playground at Hawk Ridge Park and other citywide park improvement projects utilizing grants and fund raising efforts; and

WHEREAS, Michelle Biondo has an extensive background and experience in grant writing and fund development services; and

WHEREAS, The City of Raymore finds that Michelle Biondo is well qualified and the terms of the contract are acceptable.

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

Section 1. The City Manager is authorized to enter into a contract with Michelle Biondo for grant writing and fund development services for \$65/hour.

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

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

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

DULY READ THE FIRST TIME THIS 10TH DAY OF DECEMBER, 2018.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 14TH DAY OF JANUARY, 2019, BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Barber
Councilmember Berendzen
Councilmember Burke III
Councilmember Circo
Councilmember Holman
Councilmember Kellogg
Councilmember Townsend

ATTEST:

APPROVE:

Jean Woerner, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature

Letter of Agreement City of Raymore

This letter of agreement, executed this 14th day of January 2019, by and between Michelle Biondo (Biondo) and the City of Raymore (Raymore) is as follows:

Whereas, Biondo provides grant writing and fund development services, and
Whereas, Raymore desires to utilize those services for its benefit,

Now, therefore, it is agreed as follows:

Biondo agrees to perform the following:

- Research grant opportunities as assigned
- Review organization materials and research/review other background information as necessary in order to write proposals to prospective grantors
- Prepare narratives and render other grant writing services as agreed upon by both parties
- Provide Major Donor solicitation coaching
- Other fund development coaching, as agreed upon
- Meet with staff, as needed, to discuss upcoming grant applications

Raymore agrees to:

- Make the final review of completed proposals before submission
- Pay Biondo \$65 per hour for grant writing services including research of funding opportunities
- Pay Biondo \$65 for each coaching session

Biondo will submit itemized fees for each grant-writing project. Raymore will approve fee statements before work begins. Biondo will submit monthly invoices to Raymore. Payment will be due upon receipt.

Biondo acknowledges that services rendered under this agreement shall be performed by her as an independent contractor. Biondo is responsible for the payment of all federal, state and local income taxes related to her fees for service.

Both parties agree to adhere to strict confidentiality practices and to provide each other with their best efforts in the fulfillment of this contract.

Biondo shall use all resources at her disposal to perform duties as assigned and agreed to by both parties and shall submit same in good faith; however, no guarantee of receipt of funding by Raymore is implied or promised by Biondo. Payment is due even if Raymore does not submit proposal or receive funding.

In addition, Biondo and Raymore recognize that performance of grant writing tasks necessitates communication and information exchange between the parties, and that delay in completing the tasks may occur if there are delays with information exchange. Raymore also recognizes that if grants are received, Raymore is responsible for any acknowledgments and reports unless otherwise assigned to Biondo.

This Agreement can be terminated for any reason by either party in writing with a minimum of 30 days' notice.

Agreed this 14th day of January 2019.

By: _____
Michelle Biondo

Michelle Biondo
1017 Seminole Ct., Raymore MO 64083
www.grantwritingsolutions.info
816.520.4456

By: _____
Jim Feuerborn

Jim Feuerborn, City Manager
City of Raymore, Missouri
100 Municipal Circle
Raymore, MO 64083
816-331-0488



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: December 10, 2018

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 3419 - City Facility Trash and Recycling Services

STRATEGIC PLAN GOAL/STRATEGY

2.2.3 Value and protect natural resources and green spaces.

FINANCIAL IMPACT

Award To:	Municipal Waste Services LLC
Amount of Request/Contract:	\$4,260
Amount Budgeted:	\$7,650
Funding Source/Account#:	Building and Grounds Operating Budget

PROJECT TIMELINE

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

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

Agreement

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

Staff advertised a Request For Proposals for Public Facilities Trash and Recycling Services. Bids were opened publicly on Nov. 7, 2018 with five submitted proposals.

The annual cost for service is:

Municipal Waste Services LLC	\$4,260.00
Waste Management of Kansas, Inc.	\$5,011.20
American Waste Systems	\$7,279.32
WCA of Missouri, LLC	\$8,228.52
Allied Services LLC	\$18,764.76

Based on the annual cost projections priced, staff recommends approval of contract with Municipal Waste Services LLC for the Public Facilities Trash and Recycling Services. The contract has been drafted and is a one-year contract with an option for two additional one-year terms.

BILL 3419

ORDINANCE

“AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH MUNICIPAL WASTE SERVICES LLC FOR THE CITY FACILITY TRASH AND RECYCLING SERVICES, CITY PROJECT NUMBER 19-001, IN THE AMOUNT OF \$4,260.”

WHEREAS, the staff publicly advertised and bid for Facility Trash and Recycling services at guaranteed pricing; and

WHEREAS, the staff has reviewed the proposals submitted and recommends that Municipal Waste Services LLC was the lowest and best of the proposals submitted.

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

Section 1. The City Manager is directed to enter into a contract, attached as exhibit A, in the amount of \$4,260 with Municipal Waste Services LLC, for the City Facility Trash and Recycling Services.

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 10TH DAY OF DECEMBER, 2018.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 14TH DAY OF JANUARY, 2019, BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Barber
Councilmember Berendzen
Councilmember Burke, III
Councilmember Circo
Councilmember Holman
Councilmember Kellogg
Councilmember Townsend

ATTEST:

APPROVE:

Jean Woerner, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature



CITY OF RAYMORE
CONTRACT FOR SERVICES

CITY FACILITY TRASH AND RECYCLING SERVICES

Agreement made this 14th day of January, 2019, between Municipal Waste Services LLC, an entity organized and existing under the laws of the State of Missouri, with its principal office located at PO Box 1010, Harrisonville, MO 64701, hereafter referred to as the **Contractor**, and The City of Raymore, Missouri, a Charter City organized and existing under the laws of the State of Missouri, with its principal office located at 100 Municipal Circle, Raymore, Missouri, hereafter referred to as the **City**.

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

This contract is effective as of January 14, 2019 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/supplies as specified in RFP #19-001 and the Standard Contract Terms and Conditions in Appendix B, 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 RFP #19-001 and the Scope of Services attached as Appendix A, including insurance and termination clauses as needed or required.

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

ARTICLE II TIME OF COMMENCEMENT AND COMPLETION

Contractor agrees to perform public facility trash and recycling services as prescribed in the RFP document. This contract is for services provided in a one year period beginning January 1, 2019 and ending December 31, 2019. This term shall automatically extend for two additional one-year periods under the same terms and conditions unless one or both parties submit notice as described below to cancel the agreement.

ARTICLE III GUARANTEED PRICING CONTRACT

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

ARTICLE IV CONTRACT PAYMENTS

The City agrees to pay the Contractor for the completed work as follows: The Contractor shall provide the City with monthly billings for services provided. Payment will constitute full and complete payment as per individual invoice and within thirty (30) days of completion and acceptance of Contractor's work. The City will be the sole judge as to the sufficiency of the work performed.

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

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

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

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

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

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, tool, materials, equipment, services, delays, or claims incurred by the City to finish the work.

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

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

ARTICLE VII RESPONSIBILITIES

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

The Contractor's responsibilities and obligations under this agreement are accepted subject to strikes, outside labor troubles (including strikes or labor troubles affecting vendors or suppliers of Contractor), accidents, transportation delays, floods, fires, or other acts of God, and any other causes of like or different character beyond the control of Contractor. Impossibility of performance by reason

of any legislative, executive, or judicial act of any governmental authority shall excuse performance of or delay in performance of this agreement. The City and the Contractor shall agree upon such any delay or cancellation of performance and execute an agreement in writing documenting the excuse of performance or delay in performance of this agreement.

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

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

Contractor will supervise and direct the work performed, and shall be responsible for his employees. Contractor will also supervise and direct the work performed by subcontractors and their employees and be responsible for the work performed by subcontractors hired by the contractor.

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

ARTICLE VIII TERMINATION OF AGREEMENT

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

fails to correct any default after notification of such default, the City shall have the right to immediately terminate this agreement by giving the Contractor ten (10) days written notice, and delivered via regular, certified facsimile or e-mail.

Without Cause – The City may terminate this agreement at any time by providing sixty (60) days written notice, by certified mail, to the Contractor at the address listed below.

In the event this agreement is terminated, the City may hold as retainer the amount needed to complete the work in accordance with bid specifications.

ARTICLE IX ARBITRATION

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

ARTICLE X WARRANTY

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

ARTICLE XI REQUIRED SAFETY TRAINING

- A. 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 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: _____
Jean Woerner, City Clerk

(SEAL)

MUNICIPAL WASTE SERVICES LLC

By: _____
John Moore

Title: _____
OWNER

Attest: _____
Kristina Jennings

APPENDIX A
SCOPE OF SERVICES AND SPECIAL PROVISIONS

City Facility Trash and Recycling Services

1. INTRODUCTION AND DESCRIPTION:

The City of Raymore desires to have an exclusive agreement with a single vendor to provide all trash/recycling services for its City facilities. Staff anticipates structuring the contract on an annual basis with an opportunity for two one-year extensions after the first year; provided that the terms of the agreement remain the same and that both the contactor and the City are satisfied with the agreement.

A list of buildings and their locations is included below:

BUILDING LIST AND NEEDS:

1. **City Hall**
100 Municipal Circle - a 6 yd dumpster and 5 recycling carts
2. **Public Works**
1021 S Madison St - a 4 yd dumpster and 1 recycling cart
3. **Raymore Activity Center**
1011 S Madison St - two 4 yd dumpsters and 2 recycling carts
4. **Centerview Facility**
227 Municipal Circle - a 4 yd dumpster/2 recycling carts

2. ANTICIPATED SCOPE OF SERVICES:

The successful firm will be expected to assign a direct contact person through whom all sales and service calls should be directed in order to ensure the best possible customer service to the City.

The description of services below is a direct representation of the existing services required by the City. Changes in service are possible and may require an addendum to this contract. The City expects the service provider to be flexible with the City should additional services become needed in the future.

Description of Service Requirements:

The contractor shall have the responsibility to collect, haul and dispose of all City facility trash and recyclables between 6:00 a.m. and 6:00 p.m. These items will be collected in properly identified trucks. ("Properly identified trucks" means the name, address, and phone number of the Contractor and designation of type of material being collected must be displayed on the truck.) All these services, vehicles, equipment, and collected materials, as described below, are to comply with Missouri Solid Waste Law and local City and County regulations.

Pickup shall occur twice weekly at all City facilities. Set days will be determined with provider.

In addition, two roll off dumpsters are retained behind the locked gate at Public Works for use by Public Works and Parks. These on-call roll off dumpsters are used for overflow trash, construction debris, and other materials as needed and are replaced on average once every two to three months. On call roll off dumpsters are both 30-yard and 40-yard sizes. A key to the locked gate would be given to the awarded contractor.

Major goals of the City of Raymore are to decrease tonnage sent to the landfills or transfer stations, to increase recycling and to constrain the increase in costs of all collections. The City is interested in placing a recycling container adjacent to the 6-yard dumpster in the enclosure at City Hall. Collection of single-streamed co-mingled recyclables is preferred. The City requests that wheeled interior containers for the facilities be provided by the contractor to encourage employee recycling.

Other Requirements:

Collection Vehicles – Contractor is to furnish the necessary vehicles for the collection of solid waste, yard waste, and recyclables in non-leakable vehicles provided with tops or coverings to guard against spillage, and shall conceal said contents from view; said vehicles to be kept covered or closed at all times except when being loaded or unloaded.

Holiday Schedule – The Contractor shall provide to the City of Raymore a list of the Contractor's recognized holidays. No collections shall be required on those recognized holidays. Each pick-up day of the holiday week after the holiday will be serviced one day late.

Laws – The Contractor will be required to obtain all licenses and permits and comply with all ordinances provided in the City of Raymore Code of Ordinances. The Contractor shall at all times comply with all ordinances and regulations of Cass County, and any rules and regulations issued by the State of Missouri.

Volume Report – Prior to the fifteenth of the following month, the Contractor shall complete a trash/recycling waste monthly volume report. No payment shall be sent to the Contractor where the City pays the bill unless a volume report is current and submitted.

4. ADDITIONAL INFORMATION

4.1 Project is tax exempt.

CITY OF RAYMORE, MISSOURI
RFP # 19-001

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 December 2018. This contract is for services provided in a one year period beginning January 1, 2019 and ending December 31, 2019. This term shall automatically renew for two additional one-year periods under the same terms and conditions unless one or both parties submit notice as described below to cancel the agreement.

C. *Insurance*

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

1. General Liability

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

Minimum Limits - General Liability:

\$1,000,000 Each Occurrence Limit
\$ 100,000 Damage to Rented Premises
\$ 5,000 Medical Expense Limit
\$1,000,000 Personal and Advertising Injury

\$2,000,000 General Aggregate Limit
\$1,000,000 Products & Completed Operations

2. 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 vendor agrees that this clause shall include claims involving infringement of patent or copyright.

E. *Exemption from Taxes*

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

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

During the performance of a contract, the Contractor shall agree that it will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, or disabilities, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor; that it will post in conspicuous places, available to employees and applicants for employment, notices setting forth nondiscrimination practices, and that it will state, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that it is

an equal opportunity employer. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient to meet this requirement.

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

G. *Invoicing and Payment*

The Bidder shall submit invoices, in duplicate, for services outlined above in the scope of services.

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

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

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

M. *Inspection*

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. *Permits/Certificates*

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

Certificate copies must be submitted with the RFP, if 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.

P. *Bid Bond*

A bid bond or certified check from a surety or bank, approved by the Purchasing Specialist, in the amount of \$500.00 must accompany each proposal. Prior acceptability of the proposed surety or bank furnishing the bid security, before the bid date, is recommended. An unacceptable bid security may be cause for rejection of the proposal. No bidder may withdraw his bid for a period of thirty (60) days after the date of opening of bids.

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. *Release of Information*

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

S. *Affidavit of Work Authorization and Documentation*

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.

AFFIDAVIT

(as required by Section 285.530, Revised Statutes of Missouri)

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

Name/Contractor: BRYAN MOORE

Company: Municipal Waste Services

Address: PO Box 1010, Harrisonville, Mo 64701

- 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 #19-001.
- 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.

Municipal Waste Services
Company Name

[Signature]
Signature

Name: _____

Title: _____

STATE OF _____ COUNTY OF _____

Subscribed and sworn to before me this _____ day of _____, 2018.

Notary Public: _____

My Commission Expires: _____

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 A
RFP 19-001

PROPOSAL VALIDITY AND COMMITMENT TO SIGN AGREEMENTS

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

FIRM NAME: Municipal Waste Services

ADDRESS: PO Box 1010

ADDRESS: Harrisonville Mo 64701
City State Zip

PHONE: 816-863-3658

E-MAIL: Bryan@mwsllc.org

DATE: 11/6/2018
(Month-Day-Year)

Bryan Moore owner
Signature of Officer/Title

DATE: _____
(Month-Day-Year)

Signature of Officer/Title

Indicate Minority Ownership Status of Bidder (for statistical purposes only):
Check One:

- MBE (Minority Owned Enterprise)
- WBE (Women Owned Enterprise)
- Small Business

PROPOSAL FORM B

RFP 19-001

CONTRACTOR DISCLOSURES

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

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

Legal Matters

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

___ Yes f No If yes, provide details in an attachment.

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

___ Yes f No If yes, provide details in an attachment.

Required Representations

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

1. The Firm 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 execution of the Contract Work shall be in full compliance with the City of Raymore requirements for Workers' Compensation Insurance.
4. If awarded the Contract Work, the Firm represents that it will not exceed its current bonding limitations when the Contract Work is combined with the total aggregate amount of all unfinished work for which the Contractor is responsible.
5. The Firm represents that it has no conflicts of interests with the City of Raymore if awarded the Contract Work, and that any potential conflicts of interest that may arise in the future will be disclosed immediately to the City.
6. The Firm represents the prices offered and other information submitted in connection with its proposal for the Contract Work was arrived at independently without consultation, communication, or agreement with any other offeror or competitor.

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

PROPOSAL FORM C

RFP 19-001

EXPERIENCE / REFERENCES

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

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

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

COMPANY NAME	City of Harrisonville
ADDRESS	300 ^e Pearl St, Harrisonville, Mo 64701
CONTACT PERSON	Happy Welch
CONTACT EMAIL	hwelch@ci.harrisonville.mo.us
TELEPHONE NUMBER	816-380-8916
PROJECT, AMOUNT AND DATE COMPLETED	

COMPANY NAME	City of Greenwood
ADDRESS	704 W Main St. Greenwood, Mo 64034
CONTACT PERSON	Dot Watkins
CONTACT EMAIL	dwatkins@Greenwoodmo.com
TELEPHONE NUMBER	816-537-6969
PROJECT, AMOUNT AND DATE COMPLETED	

COMPANY NAME	City of Pleasant Hill
ADDRESS	203 Paul St Pleasant Hill Mo 64080
CONTACT PERSON	Jessica Elliott
CONTACT EMAIL	jessicae@pleasanthill.com
TELEPHONE NUMBER	816-540-3135
PROJECT, AMOUNT AND DATE COMPLETED	

COMPANY NAME	City of Archie
ADDRESS	302 ^{SW} Outer Road, Archie, Mo 64725
CONTACT PERSON	Sue Newkirk
CONTACT EMAIL	cityofarchie@hotmail.com
TELEPHONE NUMBER	816-293-5601
PROJECT, AMOUNT AND DATE COMPLETED	

COMPANY NAME	City of Freeman
ADDRESS	106 ^E Main St. Freeman, Mo 64746
CONTACT PERSON	Laura Oakley
CONTACT EMAIL	
TELEPHONE NUMBER	816-293-5601
PROJECT, AMOUNT AND DATE COMPLETED	

State the number of Years in Business: 2.5

State the current number of personnel on staff: 9

PROPOSAL FORM D

RFP 19-001

Proposal of Municipal Waste Services, organized and
(Company Name)
existing under the law of the State of Missouri, doing business
as _____ (*)

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. 19-001- City Facility Trash and Recycling Services.

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

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

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

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

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

BID PROPOSAL FORM E – Project No. 19-001

CITY FACILITY TRASH AND RECYCLING SERVICES

1. Monthly fee for trash/recycling services:

Item No.	Description	Unit	Costs 2018	Costs 2019	Costs 2020
1	FRONT LOAD DUMPSTER SERVICE and RECYCLING - TWICE WEEKLY PICKUP				
	1. City Hall	Monthly	115 ⁰⁰	115 ⁰⁰	118 ⁰⁰
	2. Public Works	Monthly	80 ⁰⁰	80 ⁰⁰	85 ⁰⁰
	3. Raymore Activity Center	Monthly	80 ⁰⁰	80 ⁰⁰	85 ⁰⁰
	4. Centerview	Monthly	80 ⁰⁰	80 ⁰⁰	85 ⁰⁰
2	Charge for extra lift - any building	Each Call	30 ⁰⁰	30 ⁰⁰	30 ⁰⁰
3	30-yard dumpster	Each call	350 ⁰⁰	350 ⁰⁰	350 ⁰⁰
4	40-yard dumpster	Each call	350 ⁰⁰	350 ⁰⁰	350 ⁰⁰

TOTAL COST ANNUAL TRASH/RECYCLING FOR ALL BUILDINGS:

2019	2020	2021
\$ 4260 ⁰⁰	\$ 4260 ⁰⁰	\$ 4476 ⁰⁰

2. Other additional Fees:

Any additional fees to be charged:

\$ 390

Describe additional charges:

if not paid within 30 days upon Receipt

3. Recyclables Listing

Please indicate below those recyclable items for which your firm would provide collection (please provide a check mark in the circle next to items you would pick up):

Containers:

- Glass bottles and jars – (clear, brown, green) does not include window glass, dinnerware or ceramics
- Aluminum and metal food cans
- Aluminum trays and foil
- Aseptic packaging and gable top containers (milk and juice cartons)
- Steel cans and tins

Plastics:

- PET soda, milk, water, and flavored beverage bottles (#1 clear and green plastic resin)
- HDPE detergent and fabric softener containers (#2 colored plastic resin)
- PVC narrow neck containers only (#3 plastic resin); examples include health and beauty aid products, household cleaners
- LDPE grocery containers (#4 plastic resin); examples include margarine tubs, frozen dessert cups, six and twelve pack rings)
- PP grocery containers (#5 plastic resin); examples include yogurt cups, narrow neck syrup and ketchup bottles
- #7 plastic resin grocery – narrow neck containers only

Paper:

- Newspaper, including inserts (remove plastic sleeve)
- Magazines, catalogues and telephone books
- Kraft (brown paper) bags
- Office, computer, notebook and gift wrap paper
- Chipboard (cereal, cake and food mix boxes, gift boxes, etc.)
- Carrier stock (soda and beer can carrying cases)
- Junk mail and envelopes
- Paper back books (does not include hard cover books)
- Cardboard (no waxed cardboard)
- Telephone Books

BID OF: Municipal Waste Services
(Firm Name)

DATE: 11/16/2018

SIGNATURE: [Signature]

CITY OF RAYMORE

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



ADDENDUM NO. 1

City Facilities Trash/Recycling
Project #19-001

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 - Clarification.

1. Revised Appendix A: See attached

- a. Revised Building List and Needs

2. Revised Bid Proposal Form E: See attached

- a. Revised Item #1 Description- Change from Front load to Rear Load

Companies attending Prebids:

Republic Services
WCA
American Waste

Municipal Waste Services
Waste Management

Any other questions regarding this proposal shall be submitted to Kim Quade, CPPB by e-mail at kquade@raymore.com or by phone at (816) 892-3045. There will be no questions allowed after November 2, 2018 at 5 p.m.

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

Company Name: Municipal Waste Services LLC.

By: Bryan Moore

Title: Owner

Address: PO Box 1010

City, State, Zip: Harrisonville, MO 64701

Date: 11/16/2018 Phone: 816-406-9700

Signature of Bidder: [Handwritten Signature]

ADDENDUM MUST BE SUBMITTED WITH BID

****REVISED** BID PROPOSAL FORM E – Project No. 19-001**

CITY FACILITY TRASH AND RECYCLING SERVICES

1. Monthly fee for trash/recycling services:

Item No.	Description	Unit	Costs 2018	Costs 2019	Costs 2020
1	REAR LOAD DUMPSTER SERVICE and RECYCLING - TWICE WEEKLY PICKUP				
	1. City Hall	Monthly	\$ 115 ⁰⁰	115	118 ⁰⁰
	2. Public Works	Monthly	80 ⁰⁰	80 ⁰⁰	85 ⁰⁰
	3. Raymore Activity Center	Monthly	80 ⁰⁰	80 ⁰⁰	85 ⁰⁰
	4. Centerview	Monthly	80 ⁰⁰	80 ⁰⁰	85 ⁰⁰
2	Charge for extra lift - any building	Each Call	30 ⁰⁰	30 ⁰⁰	30 ⁰⁰
3	30-yard dumpster	Each call	350 ⁰⁰	350 ⁰⁰	350 ⁰⁰
4	40-yard dumpster	Each call	350 ⁰⁰	350 ⁰⁰	350 ⁰⁰

TOTAL COST ANNUAL TRASH/RECYCLING FOR ALL BUILDINGS:

2018	2020/2019	2021/2020
\$ 4260 ⁰⁰	\$ 4260 ⁰⁰	\$ 4476 ⁰⁰

2. Other additional Fees:

Any additional fees to be charged: \$ 3%

Describe additional charges: if not paid in full within 30 days upon receipt.

3. Recyclables Listing

Please indicate below those recyclable items for which your firm would provide collection (please provide a check mark in the circle next to items you would pick up):

Containers:

- Glass bottles and jars – (clear, brown, green) does not include window glass, dinnerware or ceramics
- Aluminum and metal food cans
- Aluminum trays and foil

- o Aseptic packaging and gable top containers (milk and juice cartons)
- o Steel cans and tins

Plastics:

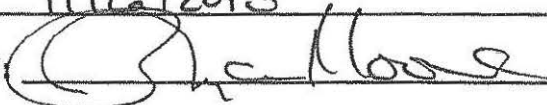
- o PET soda, milk, water, and flavored beverage bottles (#1 clear and green plastic resin)
- o HDPE detergent and fabric softener containers (#2 colored plastic resin)
- o PVC narrow neck containers only (#3 plastic resin); examples include health and beauty aid products, household cleaners
- o LDPE grocery containers (#4 plastic resin); examples include margarine tubs, frozen dessert cups, six and twelve pack rings)
- o PP grocery containers (#5 plastic resin); examples include yogurt cups, narrow neck syrup and ketchup bottles
- o #7 plastic resin grocery – narrow neck containers only

Paper:

- o Newspaper, including inserts (remove plastic sleeve)
- o Magazines, catalogues and telephone books
- o Kraft (brown paper) bags
- o Office, computer, notebook and gift wrap paper
- o Chipboard (cereal, cake and food mix boxes, gift boxes, etc.)
- o Carrier stock (soda and beer can carrying cases)
- o Junk mail and envelopes
- o Paper back books (does not include hard cover books)
- o Cardboard (no waxed cardboard)
- o Telephone Books

BID OF: Municipal Waste Services
(Firm Name)

DATE: 11/16/2018

SIGNATURE: 

LATE BIDS CANNOT BE ACCEPTED!

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

City Facility Trash and Recycling Services

A mandatory pre bid meeting is scheduled for October 29, 2018 at 10:00 a.m. and October 30, 2018 at 10:00 a.m. at the Raymore Municipal Complex located at 100 Municipal Circle, Raymore, Missouri, 64083. All bidders must attend one meeting.

1. INTRODUCTION AND DESCRIPTION:

The City of Raymore desires to have an exclusive agreement with a single vendor to provide all trash/recycling services for its City facilities. Staff anticipates structuring the contract on an annual basis with an opportunity for two one-year extensions after the first year; provided that the terms of the agreement remain the same and that both the contractor and the City are satisfied with the agreement.

A list of buildings and their locations is included below:

BUILDING LIST AND NEEDS:

1. **City Hall**
100 Municipal Circle - a 4 yd dumpster and 5 recycling carts
2. **Public Works**
1021 S Madison St - a 3 yd dumpster and 1 recycling cart
3. **Raymore Activity Center**
1011 S Madison St - a 3 yd dumpsters and 2 recycling carts
4. **Centerview Facility**
227 Municipal Circle - a 3 yd dumpster and 2 recycling carts

2. ANTICIPATED SCOPE OF SERVICES:

The successful firm will be expected to assign a direct contact person through whom all sales and service calls should be directed in order to ensure the best possible customer service to the City.

The description of services below is a direct representation of the existing services required by the City. Changes in service are possible and may require an addendum to this contract. The City expects the service provider to be flexible with the City should additional services become needed in the future.

Description of Service Requirements:

The contractor shall have the responsibility to collect, haul and dispose of all City facility trash and recyclables between 6:00 a.m. and 6:00 p.m. These items will be collected in properly identified trucks. ("Properly identified trucks" means the name, address, and phone number of the Contractor and designation of type of material being collected must be displayed on the truck.) All these services, vehicles,

equipment, and collected materials, as described below, are to comply with Missouri Solid Waste Law and local City and County regulations.

Pickup shall occur twice weekly at all City facilities. Set days will be determined with provider.

In addition, two roll off dumpsters are retained behind the locked gate at Public Works for use by Public Works and Parks. These on-call roll off dumpsters are used for overflow trash, construction debris, and other materials as needed and are replaced on average once every two to three months. On call roll off dumpsters are both 30-yard and 40-yard sizes. A key to the locked gate would be given to the awarded contractor.

Major goals of the City of Raymore are to decrease tonnage sent to the landfills or transfer stations, to increase recycling and to constrain the increase in costs of all collections. The City is interested in placing a recycling container adjacent to the 4-yard dumpster in the enclosure at City Hall. Collection of single-streamed co-mingled recyclables is preferred. The City requests that wheeled interior containers for the facilities be provided by the contractor to encourage employee recycling.

Other Requirements:

Collection Vehicles – Contractor is to furnish the necessary vehicles for the collection of solid waste, yard waste, and recyclables in non-leakable vehicles provided with tops or coverings to guard against spillage, and shall conceal said contents from view; said vehicles to be kept covered or closed at all times except when being loaded or unloaded.

Holiday Schedule – The Contractor shall provide to the City of Raymore a list of the Contractor's recognized holidays. No collections shall be required on those recognized holidays. Each pick-up day of the holiday week after the holiday will be serviced one day late.

Laws – The Contractor will be required to obtain all licenses and permits and comply with all ordinances provided in the City of Raymore Code of Ordinances. The Contractor shall at all times comply with all ordinances and regulations of Cass County, and any rules and regulations issued by the State of Missouri.

Volume Report – Prior to the fifteenth of the following month, the Contractor shall complete a trash/recycling waste monthly volume report. No payment shall be sent to the Contractor where the City pays the bill unless a volume report is current and submitted.

3. REQUEST FOR INFORMATION:

Any requests for clarification of additional information deemed necessary by any vendor shall be submitted to Mike Krass, Director of Public Works, 100 Municipal Circle, Raymore, Missouri 64083, (816) 331-1852.

4. ADDITIONAL BIDDING INFORMATION

- 4.1 *Project questions:* All questions regarding the bidding of this project must be submitted to Kim Quade, CPPB, City of Raymore, Purchasing Specialist at (816) 892-3045 or (kquade@raymore.com). **All questions must be received (3) days prior to the bid opening.**
- 4.2 *Mandatory Pre-Bid Meeting:* A mandatory pre bid meeting is scheduled for October 29, 2018 at 10:00 am and October 30, 2018 at 10:00 am at the Raymore Municipal Complex located at 100 Municipal Circle, Raymore, Missouri, 64083. All bidders must attend one meeting.
- 4.3 It is the contractors responsibility to check for posted addendums to the Request for Proposal. Addendums are posted to the City website and emailed.
- 4.4 Project is tax exempt.



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: 11/19/18

SUBMITTED BY: Jonathan Zerr

DEPARTMENT: Legal

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

TITLE / ISSUE / REQUEST

Bill 3411 -Authorizing OATS Public Service Agreement

STRATEGIC PLAN GOAL/STRATEGY

Goal 1.3.2. Develop programs/amenities the meet diverse needs of the community

FINANCIAL IMPACT

Award To:	OATS, Inc.
Amount of Request/Contract:	\$5,760
Amount Budgeted:	\$6,480 (or \$19,440 for 3 years)
Funding Source/Account#:	Restricted Revenue Fund

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
December 18, 2018	December 31, 2019

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

Public Service Agreement by and between Raymore and OATS, Inc.

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

On October 22, 2018, the City Council approved a budgeted amount of \$19,440 for the OATS Transportation services for three years. The attached Public Service Agreement with OATS, Inc., outlines how it will provide those services to residents of Raymore who are disabled and/or 60 or older.

Transportation services for shopping will be provided:

The 3rd Wednesday of the month

Any 5th Wednesday of the month

Transportation services for non-emergency medical/dental appointments will also be provided on the 3rd Thursday of each month. These trips will be limited to medical/dental appointments within 20 miles of the City. This will include Cass Regional Medical Center, St. Joseph Medical Center in Kansas City, Belton Regional Medical Center, Research Medical Center in Kansas City and St. Luke's East Hospital in Lee's Summit.

Residents will be able to schedule additional medical/dental locations on the 3rd Thursday based upon vehicle and driver availability.

Currently, residents can use OATS services through funding from other sources three days a month - covering three weeks of each month. This agreement will allow for OATS service to be provided at least one day a week every month, with an additional day for specific non-emergency medical/dental appointments.

BILL 3411

ORDINANCE

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE A PUBLIC SERVICE AGREEMENT WITH OATS, INC., FOR THE PROVISION OF TRANSPORTATION SERVICES TO RESIDENTS OF RAYMORE THAT ARE DISABLED AND/OR SIXTY YEARS OF AGE OR OLDER."

WHEREAS, OATS is a not-for-profit public transportation system that serves a wide variety of clientele by providing reliable transportation services to essential shopping, doctors appointments and other locations so that they can live independently in their own communities; and

WHEREAS, OATS currently serves City residents through alternative funding sources with their transportation needs during limited times; and

WHEREAS, it is in the best interest of the City to facilitate a community for all ages and abilities and promote the general health, safety and welfare of the citizens of the City by providing free transportation for essential shopping and non-emergency medical/dental appointments; and

WHEREAS, the proposed Public Service Agreement between the City and OATS, Inc., will provide transportation opportunities for City residents who are disabled and/or those sixty or older at least once a week for every week of the month to essential shopping and non-emergency medical/dental appointments.

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

Section 1. The Mayor is authorized to enter into the Public Service Agreement between the City and OATS, Inc., attached as Exhibit A.

Section 2. The City Clerk is authorized to execute Exhibit A and the City Manager is authorized to implement the terms of the Public Service Agreement with OATS, Inc. attached as Exhibit A.

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 10TH DAY OF DECEMBER, 2018.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 14TH DAY OF JANUARY, 2019, BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Barber
Councilmember Berendzen
Councilmember Burke III
Councilmember Circo
Councilmember Holman
Councilmember Kellogg
Councilmember Townsend

ATTEST:

APPROVE:

Jean Woerner, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature

**PUBLIC SERVICE AGREEMENT
BY AND BETWEEN
THE CITY OF RAYMORE, MISSOURI
AND
OATS, INC.**

This Public Service Agreement (“Agreement”), is made and entered into this 15 day of January, 2019, by and between OATS, Inc., a Missouri not-for-profit corporation (“OATS”) and the City of Raymore, Missouri, a Missouri constitutional charter city (“City”).

WITNESSETH:

WHEREAS, OATS is a transportation company serving individuals in 87 counties in Missouri by providing reliable transportation for transportation disadvantaged Missouri residents so that they can live independently in their own communities and travel to doctor appointments, essential shopping and other locations within and beyond their communities; and

WHEREAS, the Cass County, Missouri OATS program currently serves City residents with their transportation needs, including essential shopping days on the 1st Wednesday of each month, the 2nd Wednesday of each month and the 4th Tuesday of each month; and

WHEREAS, the City has determined that it is in the best interests of the City to facilitate a community for all ages and abilities, and important to the general health, safety and welfare of the citizens of the City, to assist in the funding of the transportation costs for two (2) additional monthly essential shopping days on the 3rd Wednesday of each month and any 5th Wednesday in a month, and a day for scheduled non-emergency medical/dental appointments on the 3rd Thursday of each month for the City residents who choose to utilize the OATS program and are disabled and/or are sixty (60) years of age or older; and

WHEREAS, OATS is a not-for-profit public transportation system that was originally founded in 1971 to provide services for the elderly, and today serves a wide variety of clientele who are transportation disadvantaged; and

NOW, THEREFORE, in consideration of mutual undertakings and mutual benefits from the services set forth herein, the City and OATS agree as follows:

I. EFFECTIVE DATE

This Agreement shall be effective on **January 15, 2019** and shall terminate on **Jan 15, 2020** unless otherwise extended or terminated in writing by the parties pursuant to the terms of this Agreement.

II. SCOPE OF SERVICES AND FINANCIAL COMPENSATION IN SUPPORT OF THE SERVICES

1. **Scope and Dates.** OATS agrees to provide Non-Emergency Demand Response Transportation Services (“Services”) to residents of the City who are disabled and/or are sixty (60) years of age or older as a general public transportation provider to and from various locations within and without the City limits. The Services will provide residents of the City with opportunities for shopping, involvement in community activities and attendance at medical appointments. The Services shall provide a general door-to-door “group transport service” for shopping and/or activities on the 3rd Wednesday of each month and any 5th Wednesday of the month. The Services shall also provide a door-to-door “demand response service” for non-emergency medical appointments on the 3rd Thursday of each month within the City and twenty (20) miles beyond its jurisdictional boundaries to specifically include the campuses of Cass Regional Medical Center, St. Joseph Medical Center in Kansas City, Belton Regional Medical Center, Research Medical Center in Kansas City and St. Luke’s East Hospital in Lee’s Summit. Additional locations for non-emergency medical appointments on the 3rd Thursday of each month can be made by residents of the City and will be subject to vehicle and driver availability.

2. **Scheduling Availability/Recurring Service.** Scheduling of OATS Services by residents for non-emergency medical appointments on the 3rd Thursday must be made at least twenty-four (24) hours in advance. Scheduling will be done through the West Region which is located in Harrisonville, Missouri. Contact information for the West Region will be made available to the City and its residents upon request. Scheduling of requested services is dependent upon vehicle and driver availability. OATS will strive to fill all requests made for transportation services but makes no guarantee of service availability unless service is of a routine and recurring nature and specific commitment has been made by OATS that service will be made available to the City pursuant the terms of this Agreement.

3. **Invoicing and Charges.** OATS agrees to invoice the City for services rendered by the tenth (10th) day of the month following provision of Services under this Agreement and City agrees to pay OATS at a rate of \$30.00 per hour of which \$1.00 per hour (as defined above) shall be identified as depreciation which OATS will deposit in a restricted account for use in cost of replacing vehicles. This rate is based upon a gasoline price of \$2.50 per gallon. For every \$0.50 increase or decrease in the cost of gasoline, the rate will be increased or decreased by \$1.00. The average cost for gasoline will be evaluated monthly based on an analysis of the company wide negotiated payment agreement (which is generally less than pump price). OATS drivers will not provide change. Charges will be incurred from OATS driver key on to key off. OATS Services will provide door to door or curb to curb transportation.

4. **Payment.** Payment by City for Services of OATS shall be due and payable upon receipt of invoice. Services by OATS will not be delivered for delinquent accounts. Written notice will be provided by OATS to City ten (10) days prior to any discontinuation of service

under this Agreement. All compensation for Services is subject to annual appropriation by the City. The estimated total amount of compensation for Services to be provided under this Agreement is \$5,760.00 which equates to 8 hours of Services at \$30.00 per hour for 24 additional days per year (subject to the additional costs associated with Services on the separate 5th Wednesdays of the year for 2019).

5. Special Conditions, Closings and Holidays.

a. **Inclement Weather.** In cases of inclement weather, OATS general policy is to use the school bus closings for the Raymore-Peculiar School District as a guideline; however, the final decision as to whether Services will be provided under this Agreement in the event of inclement weather rests with the OATS driver. Should weather, or other unforeseen events necessitate the cancellation of Services, the City will be provided written notice.

b. **Holidays.** OATS observes the following Holidays during the year and therefore Services will not be made available: New Years' Day, Martin Luther King Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving, and Christmas Day.

III. SUBCONTRACTS

OATS and the City hereby agree that this Agreement shall not be assigned, transferred, conveyed or otherwise disposed of without the prior written consent of the other party to the Agreement.

IV. NON-DISCRIMINATION PROVISIONS

OATS and its subcontractors will not discriminate against any employee or applicant for employment because of race, color, disability, age, religion, sex, or national origin. OATS will take affirmative action to ensure that applicants are employed in good faith. OATS and its subcontractors will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

V. COMPLIANCE WITH THE LAW

All parties shall comply with all applicable federal, state and local laws, ordinances, codes and regulations.

VI. INTEREST OF LOCAL PUBLIC OFFICE

Neither the Mayor nor any member of the City Council of the City, nor any officer, employee, or agent of the City who exercises any functions or responsibilities in connection with

review or approval of the services to which this Agreement pertains, shall have any personal interest, direct or indirect, in the Agreement or the proceeds thereof except as permitted by the laws of the State of Missouri.

VII. INDEPENDENT CONTRACTOR

OATS is not authorized or empowered to make any commitments or incur any obligation on behalf of the City, but merely to provide the Services herein described as an independent contractor. It is expressly understood that the parties are not now, nor will they be, engaged in a joint venture, partnership or any other form of business relationship except as expressly set forth herein, and that no party shall be responsible for the conduct, warranties, guarantees, acts, errors, omissions, debts, obligations or undertaking of any kind or nature of the other in the performance of this Agreement.

VIII. INDEMNIFICATION

OATS shall indemnify, release, defend, become responsible for and forever hold harmless the City, its officers, agents, employees, elected officials, and attorneys, each in their official and individual capacities, subject to the provisions set forth in the Missouri Sovereign Immunity Statute, from and against all lawsuits, suits, actions, costs, claims, demands, damages, disability, losses, expenses, including reasonable attorney's fees and other defense costs or liabilities, of any character and from any cause whatsoever brought because of bodily injury or death received or sustained, or loss or damage received or sustained, by any person, persons, or property arising out of or resulting from any act, error, omission, or intentional act of OATS or its agents, employees, or subcontractors, arising out of or in any way connected with the operations expressly authorized herein; provided, however, that OATS need not save harmless the City from claims, demands, losses and expenses arising out of the sole negligence of the City, its employees or agents. In addition, the City shall not be liable or responsible in any manner to any subcontractor with whom OATS has contracted to provide additional services under the terms of the Agreement.

IX. TERMINATION OF THIS AGREEMENT

This Agreement may be terminated at any time by written, mutual agreement of all parties, provided that compliance with all applicable laws and regulations is met. The City shall have the right at its option to terminate this Agreement and be free of all obligations hereunder in the event that OATS is in default or violation of the terms of this Agreement. Non-appropriation of funds by the City Council shall not be considered a violation or default of this Agreement. Termination of this Agreement by either OATS or the City (except by mutual agreement of all parties) shall require thirty (30) days written notice to the other party.

X. NOTICE

Any notice required by this Agreement will be in writing and shall be effective as follows:

Notice to the City shall be deemed to have occurred when delivered in person to:

City Manager
City of Raymore, Missouri
100 Municipal Circle
Raymore, MO 64012

Notice to OATS shall be deemed to have occurred when delivered in person to:

OATS, Inc
Attn: Executive Director
2501 Maguire Blvd, Ste. 101
Columbia, MO 65201

Alternative means of delivery, such as e-mail or certified mail, shall satisfy the requirements herein for "personal delivery" so long as receipt and waiver of personal delivery are expressly acknowledged by the recipient in writing. In addition to any other notice required by this Agreement, the parties shall provide each other notice in the event the foregoing contact information changes or becomes materially incorrect.

XI. AMENDMENTS

In order to provide necessary flexibility for the most effective execution of this Agreement, whenever both the City and OATS mutually agree, changes to this Agreement may be affected by placing them in written form and incorporating them into this Agreement as an amendment.

XII. SEVERABILITY

It is mutually agreed that in case any provision of this Agreement is determined by a court of law to be unconstitutional, illegal, or unenforceable, it is the intention of the parties that all the other provisions of this Agreement shall remain in full force and effect.

XIII. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties with respect to its subject matter and any prior agreements, understandings, or other matters, whether oral or written, are hereby merged into and made a part hereof, and are of not in further force or effect.

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

OATS, Inc.

CITY OF RAYMORE, MISSOURI
A Municipal Corporation

Dorothy Yeager, Executive Director

Kristopher P. Turnbow, Mayor

ATTEST:

ATTEST:

Secretary

City Clerk

***Special Billing Number: 7036
Rural***

This service supports OATS program purposes and is not considered charter.

New Business

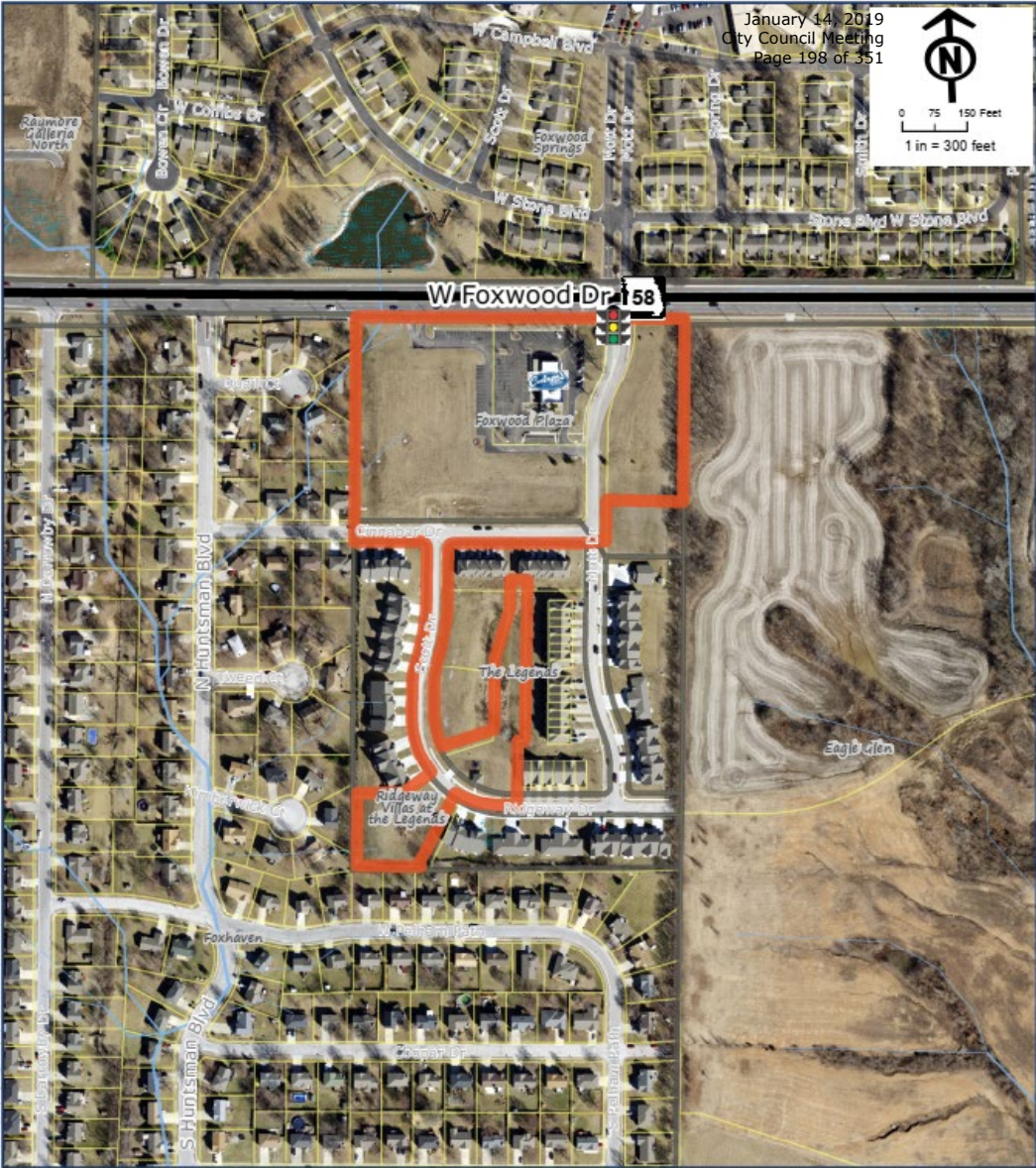
Tax Increment Financing (TIF) Plans & Projects

Progress Overview

TIF Annual Reports

Summary

Foxwood Village Shops TIF Plan



TIF Annual Reports

Summary

Foxwood Village Shops TIF Plan

Reporting Period: October 2017-September 2018

Contact Information:

Foxwood Plaza, LLC

Mark Klinkenberg

mark@klinkenberglawfirm.com

816-309-5489

Plan/Project Status: Inactive - Waiting on further development users

of Relocated Residences During This Reporting Period: 0

of Relocated Business During This Reporting Period: 0

of Parcels Acquired Through Use of Eminent Domain Power in this Period: 0

Estimate of New Jobs:

Projected: 142

Actual to date: 50

TIF Revenue Deposits to the Special Allocation Fund as of the Report Date:

- Payments in Lieu of Taxes (PILOTs) [99.865.1(6)]
Total Received since inception: \$78,168.16
- Economic Activity Taxes (EATs) [99.865.1(8)]
Total Received since inception: \$380,617.25

TIF Financing Method:

Pay-as-you-go

TIF Bond

Estimated Increase in Tax Generation:

Original Assessed Value: [99.865.1(4)]

\$3,149

Assessed Valuation Added (as of the end of the reporting period): [99.865.1(5)]

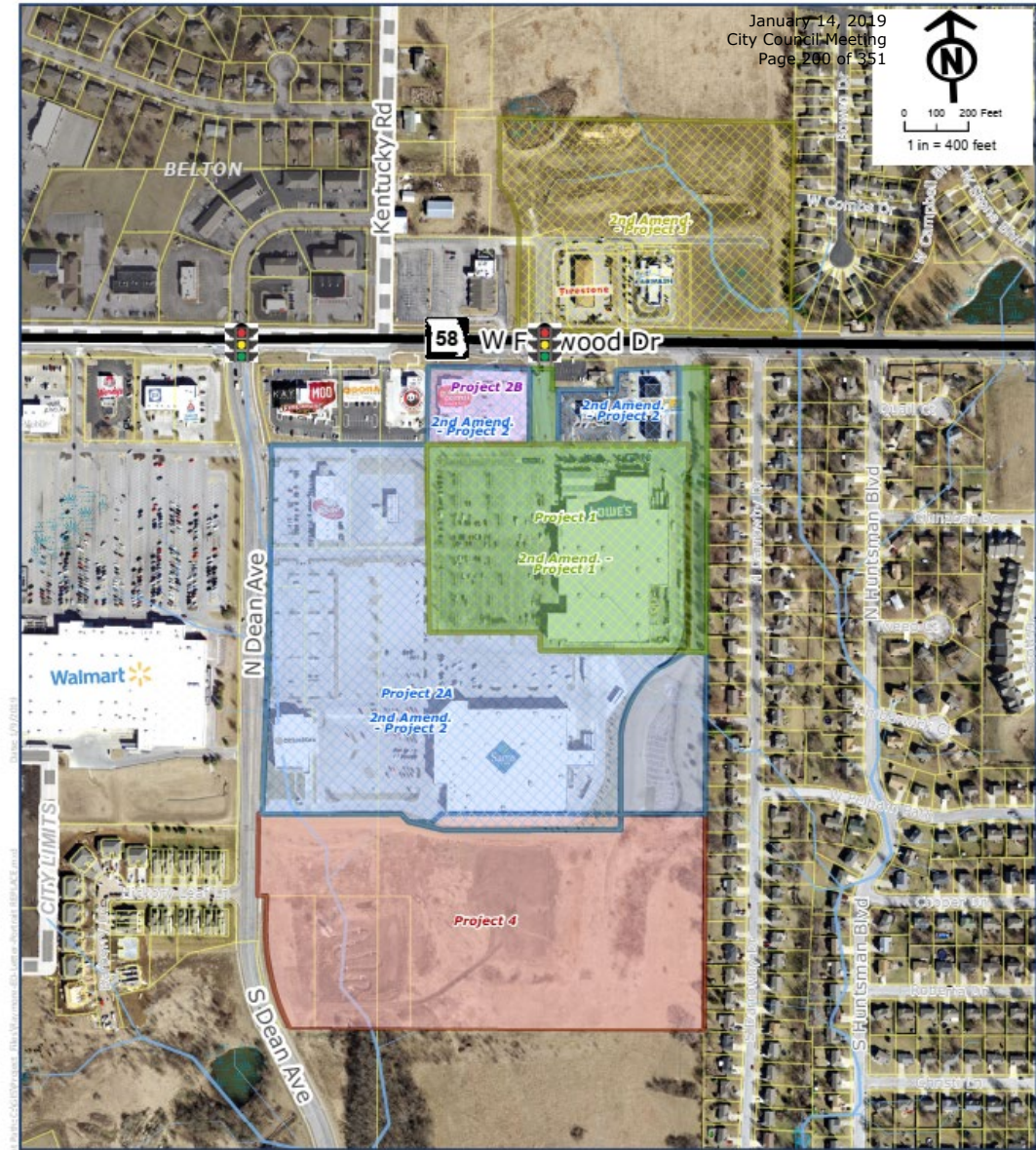
\$330,170

TIF Annual Reports

Summary

Raymore Galleria TIF Plans

- Project 1 – 10/24/2005
 - Lowe's
- Project 2A – 10/24/2005
 - Sam's Club
 - Office Depot
 - Multi-tenant (Big Biscuit, etc.)
- Project 2B – 10/24/2005
 - Golden Corral
- Project 4 – 10/24/2005
 - Area #4
 - Vacant ground south of Sam's Club
- 2nd Amendment – Project 1 – 7/9/2012
- 2nd Amendment – Project 2 – 4/14/2014
- 2nd Amendment – Project 3 – 4/14/2014
 - Raymore Galleria North
 - Firestone
 - Belfonte's Car Wash
 - Vacant ground



TIF Annual Reports

Summary

Raymore Galleria TIF Plans

Reporting Period: October 2017-September 2018

Contact Information:

Developer
PDD Development, LLC & Raymore Galleria, LLC
Jeff Dozier, jdozier@kessingrehunter.com
David Block, dblock@blockandco.com

Plan/Project Status: Inactive – Inactive
(2 projects fully operational, and the remaining 2 are inactive)

- # of Relocated Residences During This Reporting Period:** 0
- # of Relocated Business During This Reporting Period:** 0
- # of Parcels Acquired Through Use of Eminent Domain Power in this Period:** 0

Estimate of New Jobs:

Projected: 153
Actual to date: 458

TIF Revenue Deposits to the Special Allocation Fund as of the Report Date:

- Payments in Lieu of Taxes (PILOTs) [99.865.1(6)]
Total Received since inception: \$3,206,469.99
- Economic Activity Taxes (EATs) [99.865.1(8)]
Total Received since inception: \$10,174,327.49

TIF Financing Method:

Pay-as-you-go
TIF Notes
TIF Bond

Estimated Increase in Tax Generation:

Original Assessed Value: [99.865.1(4)]
\$10,116
Assessed Valuation Added (as of the end of the reporting period): [99.865.1(5)]
\$7,642,670



TIF Annual Reports

Summary

Hwy 58 & Dean Avenue TIF



TIF Annual Reports

Summary

Hwy 58 & Dean Avenue TIF

Reporting Period: October 2017-September 2018

Contact Information:

Developer
Raymore Partners, LLC c/o Cadence Commercial Real Estate
Trip Ross, trip@cadence.com

Plan/Project Status: Inactive – Fully Operational

- # of Relocated Residences During This Reporting Period:** 0
- # of Relocated Business During This Reporting Period:** 0
- # of Parcels Acquired Through Use of Eminent Domain Power in this Period:** 0

Estimate of New Jobs:

Projected: 50
Actual to date: 50

TIF Revenue Deposits to the Special Allocation Fund as of the Report Date:

- Payments in Lieu of Taxes (PILOTs) [99.865.1(6)]
Total Received since inception: \$0.00
- Economic Activity Taxes (EATs) [99.865.1(8)]
Total Received since inception: \$132,029.85

TIF Financing Method:

Pay-as-you-go

Estimated Increase in Tax Generation:

Original Assessed Value: [99.865.1(4)]
\$22,810
Assessed Valuation Added (as of the end of the reporting period): [99.865.1(5)]
\$849,800

TIF Annual Reports

Summary

Good Ranch Redevelopment Area TIF



TIF Annual Reports

Summary

Good Ranch Redevelopment Area TIF

Reporting Period: October 2017-September 2018

Contact Information:

Developer
Good-Otis LLC
Gilbert Good, 816-318-4100 or reeve@thegoodranch.com

Plan/Project Status: Inactive – Inactive
(No projects initiated during the TIF window and District will be terminated)

- # of Relocated Residences During This Reporting Period: 0**
- # of Relocated Business During This Reporting Period: 0**
- # of Parcels Acquired Through Use of Eminent Domain Power in this Period: 0**

Estimate of New Jobs:

Projected: 0
Actual to date: 0

TIF Revenue Deposits to the Special Allocation Fund as of the Report Date:

- Payments in Lieu of Taxes (PILOTs) [99.865.1(6)]
Total Received since inception: \$0.00
- Economic Activity Taxes (EATs) [99.865.1(8)]
Total Received since inception: \$0.00

TIF Financing Method:

Pay-as-you-go
TIF Bond

Estimated Increase in Tax Generation:

Original Assessed Value: [99.865.1(4)]
\$11,310
Assessed Valuation Added (as of the end of the reporting period): [99.865.1(5)]
\$0.00



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: Jan. 14, 2019

SUBMITTED BY: Matthew Tapp

DEPARTMENT: Economic Development

<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 3424: Termination of The Good Ranch Tax Increment Financing (TIF) Plan

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: N/A
Date:
Action/Vote:

LIST OF REFERENCE DOCUMENTS ATTACHED

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

The Good Ranch Tax Increment Financing (TIF) Redevelopment Plan was approved by the City Council on May 8, 2006. No specific redevelopment projects have been submitted since the approval.

State law prohibits the approval of redevelopment projects inside any approved Plan after ten (10) years have passed since its approval. In order to establish a clear start for any new TIF Plan and associated redevelopment projects that may come forward in the future, staff recommends that the original TIF Plan be officially terminated.

Accordingly, Bill 3424 is included for your review.

BILL 3424

ORDINANCE

“AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, TERMINATING TAX INCREMENT FINANCING WITHIN THE GOOD RANCH REDEVELOPMENT AREA; DISSOLVING THE SPECIAL ALLOCATION FUND; AND AUTHORIZING CERTAIN ACTIONS.”

WHEREAS, the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 to 99.865 of the Revised Statutes of Missouri, as amended (the “Act”), authorizes municipalities to undertake redevelopment projects in blighted or conservation areas, as defined in the Act; and

WHEREAS, on May 8, 2006, the City Council adopted Ordinance No. 26047 approving the City of Raymore, Missouri Good Ranch Redevelopment Area Tax Increment Financing Redevelopment Plan (the “Redevelopment Plan”) and designating the redevelopment area described in the Redevelopment Plan (the “Redevelopment Area”) as a “redevelopment area” under the Act; and

WHEREAS, the Act prohibits the approval of redevelopment projects in furtherance of a redevelopment plan after ten years have passed since the approval of such redevelopment plan; and

WHEREAS, no redevelopment project was approved within ten years of the approval of the Redevelopment Plan, which terminates the obligation of the City to reimburse any costs related to the Redevelopment Plan; and

WHEREAS, no payments in lieu of taxes or economic activity taxes (as defined in the Act) have been collected and deposited in the Special Allocation Fund (defined below); and

WHEREAS, the City Council hereby finds that no redevelopment project has been approved and adopted within the ten-year time period allowed by the Act, and, therefore, it is in the best interest of the City and the other affected taxing districts to terminate the Redevelopment Plan and the Redevelopment Area.

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

Section 1. The City Council hereby declares that no payments in lieu of taxes or economic activity taxes (as defined in the Act) have been collected and none are on deposit in the accounts of the Special Allocation Fund established for the Redevelopment Plan (the “Special Allocation Fund”).

Section 2. The City Council hereby terminates the Redevelopment Plan, the Redevelopment Area and the implementation of tax increment financing within the Redevelopment Area.

Section 3. The City Manager or other appropriate official is hereby directed to dissolve the Special Allocation Fund (to the extent related to the Redevelopment Plan).

Section 4. The City Manager is authorized to execute all documents and take such steps as they deem necessary and advisable to carry out and perform the purpose of this Ordinance.

Section 5. The sections of this Ordinance shall be severable. If any section of this Ordinance is found by a court of competent jurisdiction to be invalid, the remaining sections shall remain valid, unless the court finds that the valid sections are so essential to and inseparably connected with and dependent upon the void section that it cannot be presumed that the City Council has or would have enacted the valid sections without the void ones, unless the court finds that the valid sections, standing alone, are incomplete and are incapable of being executed in accordance with the legislative intent.

Section 6. This Ordinance shall take effect and be in full force from and after its passage and approval.

DULY READ THE FIRST TIME THIS 14TH DAY OF JANUARY, 2019.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 28TH DAY OF JANUARY, 2019, BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Barber
Councilmember Berendzen
Councilmember Burke III
Councilmember Circo
Councilmember Holman
Councilmember Kellogg
Councilmember Townsend

ATTEST:

APPROVE:

Jean Woerner, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: Jan. 14, 2019

SUBMITTED BY: Jim Cadoret

DEPARTMENT: Development Services

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

TITLE / ISSUE / REQUEST

Bill 3400: Rezoning of 136.38 acres, Raymore Industrial Development

STRATEGIC PLAN GOAL/STRATEGY

3.1.2: Attract and cultivate a variety of new industries to the 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: October 16, 2018
Action/Vote: Approval, 7-0

LIST OF REFERENCE DOCUMENTS ATTACHED

Staff Report
Memorandum of Understanding
Planning and Zoning Commission minutes, 11/16/18

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

VanTrust Real Estate Development LLC, on behalf of property owner Good-Otis LLC, is requesting to reclassify 136.38 acres located south of North Cass Parkway, east of Interstate 49, from "BP" Business Park District to "PUD" Planned Unit Development District. The rezoning will allow for the Raymore Industrial Development Park to be established.

To allow time to finalize details of the project, staff requests that the public hearing and the request be continued to the Feb. 25 Council meeting.

BILL 3400

ORDINANCE

“AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AMENDING THE ZONING MAP FROM “BP” BUSINESS PARK DISTRICT TO “PUD” PLANNED UNIT DEVELOPMENT DISTRICT, A 136.38 ACRE TRACT OF LAND LOCATED IN THE WEST HALF OF SECTION 29 AND PART OF THE NORTHEAST QUARTER OF SECTION 30 IN TOWNSHIP 46N, RANGE 32W, RAYMORE, CASS COUNTY, MISSOURI.”

WHEREAS, after a public hearing was held on October 16, 2018, the Planning and Zoning Commission submitted its recommendation of approval on the application to the City Council; and

WHEREAS, the City Council held a public hearing on October 22, 2018, after notice of said hearing was published in a newspaper of general circulation in Raymore, Missouri, at least fifteen (15) days prior to said hearing.

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

Section 1. The City Council makes its findings of fact on the application and approves the recommendation of the Planning and Zoning Commission.

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

All that part of the West Half of Section 29, Township 46 North, Range 32 West, and that part of the Northeast Quarter of Section 30, Township 46 North, Range 32 West, Cass County, Missouri, all lying East of the existing right-of-way for U.S. Interstate Highway No. 49 (formerly known as U.S. Hwy. 71), and being part of the property currently owned by James Otis, Jr. as described in the Warranty Deed recorded in Book 001311, Page 000168, in the Cass County Recorder's Office, and being more particularly described as follows:

BEGINNING at the Northwest corner of Section 29, Township 46 North, Range 32 West; thence South 87 degrees 03 minutes 19 seconds East, along the North line of the Northwest Quarter of said Section 29-T46N-R32W, a distance of 1,369.26 feet; thence South 20 degrees 24 minutes 52 Seconds West, departing the North line of said Northwest Quarter, a distance of 307.60 feet, to a point of curvature; thence Southwesterly, Southerly and Southeasterly, along a curve to the left, having a radius of 1,850.00 feet, and through a central angle of 41 degrees 30 minutes 54 seconds, an arc length of 1,340.46 feet, to a point of tangency; thence South 21 degrees 06 minutes 02 seconds East, a distance of 1,665.77 feet, to a point of curvature; thence Southeasterly and Southerly, along a curve to the right, having a radius of 600.00 feet, and through a central angle of 37 degrees 03 minutes 36 seconds, an arc length of 388.09 feet, to a point on a non-tangent line; thence North 74 degrees 02 minutes 26 seconds West, a distance of 100.00 feet, to a point on a non-tangent curve; thence Southwesterly and Westerly, along a curve to the right, whose initial tangent bearing is South 15 degrees 57 minutes 34 seconds West, having a radius of 500.00 feet, and through a central angle of 55 degrees 23 minutes 12 seconds, an arc length of 483.34 feet, to a point of tangency; thence South 71 degrees 20 minutes 46 seconds West, a distance of 344.72 feet; thence South 05 degrees 21 minutes 09 seconds West, a distance of 310.85 feet; thence South 89 degrees 35 minutes 22 seconds West, a distance of 266.61 feet, to a point on the Easterly Right-of-Way line of U.S. Highway No. 49 (formerly known as U.S. Highway No. 71), as established in Book 513 at Page 429, and as depicted on the Highway Plans having a project number of F-71-4(9); thence North 20 degrees 01 minutes 35 seconds West, along said Easterly Right-of-Way line, a distance of 112.39 feet; thence North 25 degrees 44 minutes 13 seconds West, continuing along said Easterly Right-of-Way line, a distance of 201.00 feet; thence North 20 degrees 01 minutes 35 seconds West, continuing along said Easterly Right-of-Way line, a distance of 1,200.00 feet; thence North 17 degrees 09 minutes 50 seconds West, continuing along said Easterly Right-of-Way line, a distance of 100.12 feet;

thence North 20 degrees 01 minutes 35 seconds West, continuing along said Easterly Right-of-Way line, a distance of 400.00 feet; thence North 21 degrees 06 minutes 02 seconds West, continuing along said Easterly Right-of-Way line, a distance of 800.14 feet; thence North 20 degrees 25 minutes 37 seconds West, continuing along said Easterly Right-of-Way line, a distance of 715.25 feet, to a point on a non-tangent curve; thence Northwesterly, continuing along said Easterly Right-of-Way line, and along a curve to the right, whose initial tangent bearing is 20 degrees 01 minutes 35 seconds West, having a radius of 2,739.79 feet, and through a central angle of 01 degrees 41 minutes 43 seconds, a distance of 81.07 feet, to a point on the Easterly Right-of-Way line of U.S. Highway No. 49 (formerly known as U.S. Highway No. 71), as established in Book 3140 at Page 32, and as depicted on the Highway Plans having a job number of J4P1709, dated 05/02/2008; thence North 71 degrees 40 minutes 08 seconds East, along said Easterly Right-of-Way line, a distance of 10.00 feet, to a point on a non-tangent curve; thence Northwesterly and Northerly, continuing along said Easterly Right-of-Way line, and along a curve to the right, whose initial tangent bearing is North 18 degrees 19 minutes 52 seconds West, having a radius of 2,729.79 feet, and through a central angle of 16 degrees 26 minutes 17 seconds, an arc length of 783.17 feet, to a point of tangency; thence North 01 degrees 53 minutes 35 seconds West, continuing along said Easterly Right-of-Way line, a distance of 78.10 feet; thence North 22 degrees 58 minutes 31 seconds East, a distance of 147.65 feet, to a point on the North line of the Northeast Quarter of Section 30, Township 46 North, Range 32 West; thence South 86 degrees 38 minutes 40 seconds East, departing the Easterly Right-of-Way line of said U.S. Highway No. 49, and along the North line of the Northeast Quarter of said Section 30-T46N-R32W, a distance of 495.26 feet, to the POINT OF BEGINNING, containing 5,940,859 square feet or 136.3834 acres, more or less.

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

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

DULY READ THE FIRST TIME THIS 14TH DAY OF JANUARY, 2019.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 28TH DAY OF JANUARY, 2019, BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Barber
Councilmember Berendzen
Councilmember Burke III
Councilmember Circo
Councilmember Holman
Councilmember Kellogg
Councilmember Townsend

ATTEST:

APPROVE:

Jean Woerner, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature



To: City Council
From: Planning and Zoning Commission
Date: January 14, 2019
Re: Case #18016 Raymore Industrial Development Rezoning/PUD

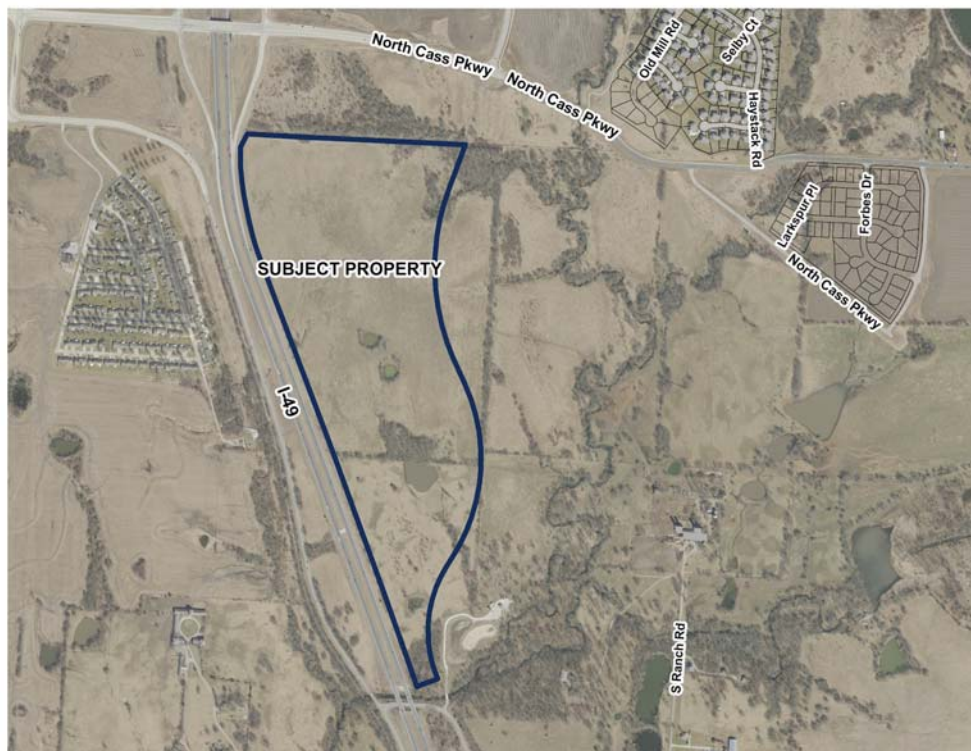
GENERAL INFORMATION

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

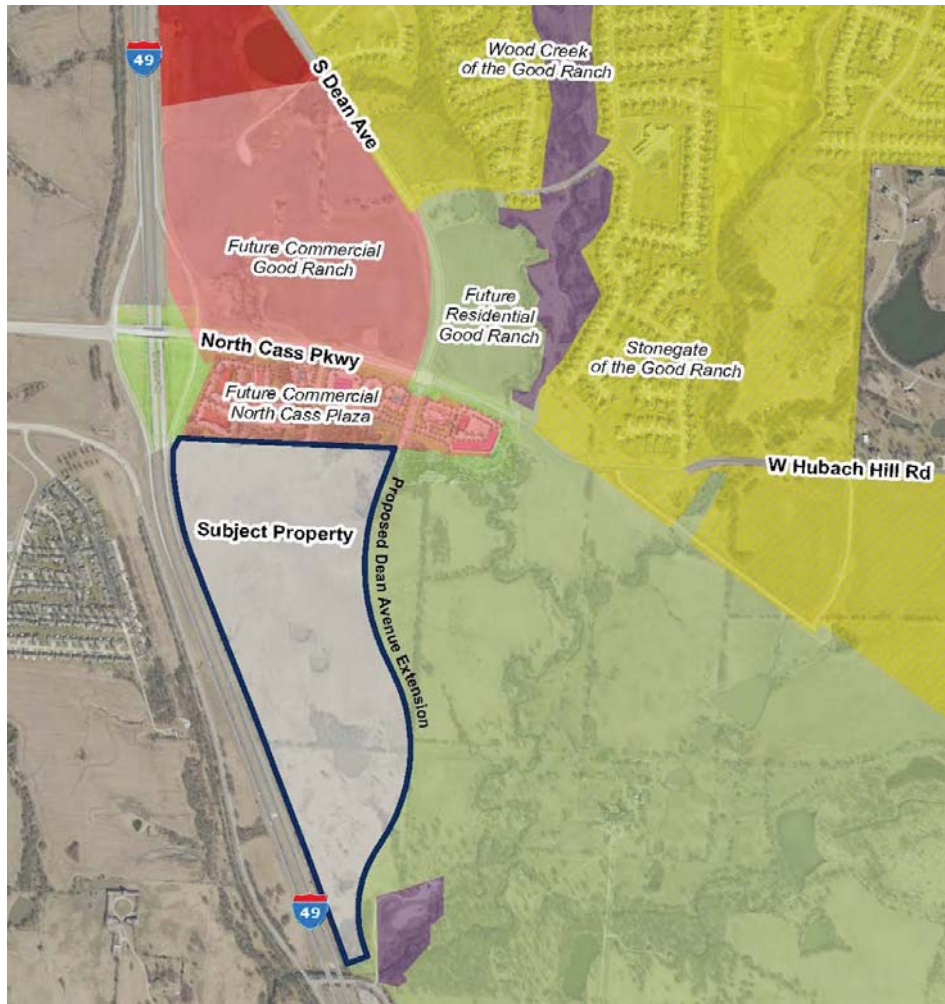
Property Owner: Good-Otis, LLC
1464 Techny Road
Northbrook, IL 60062

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

Property Location: Generally located at the southeast corner of the I-49 & North Cass Parkway Interchange



Existing Zoning: "BP" Business Park District



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

Major Street Plan: The Major Thoroughfare Plan Map contained in the Growth Management Plan has N. Cass Parkway and Dean Avenue classified as a Minor Arterial Roadways

Legal Description:

All that part of the West Half of Section 29, Township 46 North, Range 32 West, and that part of the Northeast Quarter of Section 30, Township 46 North, Range 32 West, Cass County, Missouri, all lying East of the existing right-of-way for U.S. Interstate Highway No. 49 (formerly known as U.S. Hwy. 71), and being part of the property currently owned by James Otis, Jr. as described in the Warranty Deed recorded in Book 001311, Page 000168, in the Cass County Recorder's Office, and being more particularly described as follows:

BEGINNING at the Northwest corner of Section 29, Township 46 North, Range 32 West; thence South 87 degrees 03 minutes 19 seconds East, along the North line of the Northwest Quarter of said Section 29-T46N-R32W, a distance of 1,369.26 feet; thence South 20 degrees 24 minutes 52 Seconds West, departing the North line of said Northwest Quarter, a distance of 307.60 feet, to a point of curvature; thence Southwesterly, Southerly and Southeasterly, along a curve to the left, having a radius of 1,850.00 feet, and through a central angle of 41 degrees 30 minutes 54 seconds, an arc length of 1,340.46 feet, to a point of tangency; thence South 21 degrees 06 minutes 02 seconds East, a distance of 1,665.77 feet, to a point of curvature; thence Southeasterly and Southerly, along a curve to the right, having a radius of 600.00 feet, and through a central angle of 37 degrees 03 minutes 36 seconds, an arc length of 388.09 feet, to a point on a non-tangent line; thence North 74 degrees 02 minutes 26 seconds West, a distance of 100.00 feet, to a point on a non-tangent curve; thence Southwesterly and Westerly, along a curve to the right, whose initial tangent bearing is South 15 degrees 57 minutes 34 seconds West, having a radius of 500.00 feet, and through a central angle of 55 degrees 23 minutes 12 seconds, an arc length of 483.34 feet, to a point of tangency; thence South 71 degrees 20 minutes 46 seconds West, a distance of 344.72 feet; thence South 05 degrees 21 minutes 09 seconds West, a distance of 310.85 feet; thence South 89 degrees 35 minutes 22 seconds West, a distance of 266.61 feet, to a point on the Easterly Right-of-Way line of U.S. Highway No. 49 (formerly known as U.S. Highway No. 71), as established in Book 513 at Page 429, and as depicted on the Highway Plans having a project number of F-71-4(9); thence North 20 degrees 01 minutes 35 seconds West, along said Easterly Right-of-Way line, a distance of 112.39 feet; thence North 25 degrees 44 minutes 13 seconds West, continuing along said Easterly Right-of-Way line, a distance of 201.00 feet; thence North 20 degrees 01 minutes 35 seconds West, continuing along said Easterly Right-of-Way line, a distance of 1,200.00 feet; thence North 17 degrees 09 minutes 50 seconds West, continuing along said Easterly Right-of-Way line, a distance of 100.12 feet; thence North 20 degrees 01 minutes 35 seconds West, continuing along said Easterly Right-of-Way line, a distance of 400.00 feet; thence North 21 degrees 06 minutes 02 seconds West, continuing along said Easterly Right-of-Way line, a distance of 800.14 feet; thence North 20 degrees 25 minutes 37 seconds West, continuing along said Easterly Right-of-Way line, a distance of 715.25 feet, to a point on a non-tangent curve; thence Northwesterly, continuing along said Easterly Right-of-Way line, and along a curve to the right, whose initial tangent bearing is 20 degrees 01 minutes 35 seconds West, having a radius of 2,739.79 feet, and through a central angle of 01 degrees 41 minutes 43 seconds, a distance of 81.07 feet, to a point on the Easterly Right-of-Way line of U.S. Highway No. 49 (formerly known as U.S. Highway No. 71), as established in Book 3140 at Page 32, and as depicted on the Highway Plans having a job number of J4P1709, dated 05/02/2008; thence North 71 degrees 40 minutes 08 seconds East, along said Easterly Right-of-Way line, a distance of 10.00 feet, to a point on a non-tangent curve; thence Northwesterly and Northerly, continuing along said Easterly Right-of-Way line, and along a curve to the right, whose initial tangent bearing is North 18 degrees 19 minutes 52 seconds West, having a radius of 2,729.79 feet, and through a central angle of 16 degrees 26 minutes 17 seconds, an arc length of 783.17 feet, to a point of tangency; thence North 01 degrees 53 minutes 35 seconds West, continuing along said Easterly Right-of-Way line, a distance of 78.10 feet; thence North 22 degrees 58 minutes 31 seconds East, a distance of 147.65 feet, to a point on the North line of the Northeast Quarter of Section 30, Township 46 North, Range 32 West; thence South 86 degrees 38 minutes 40 seconds East, departing the Easterly Right-of-Way line of said U.S. Highway No. 49, and along the North line of the Northeast Quarter of said Section 30-T46N-R32W, a distance of 495.26 feet, to the POINT OF BEGINNING, containing 5,940,859 square feet or 136.3834 acres, more or less.

Advertisement: September 27, 2018 **Journal** newspaper
October 4, 2018 **Journal** newspaper

Public Hearing: October 16, 2018 Planning Commission meeting
October 22, 2018 City Council meeting
November 26, 2018 City Council meeting
January 14, 2019 City Council meeting

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

**Exhibit 7. Applicant's Conceptual Site Plan
Exhibit 8. MOU draft**

Additional exhibits as presented during hearing

REQUEST

Applicant is requesting to reclassify the zoning designation of 136.38 acres of land from the current "BP" Business Park District classification to a "PUD" Planned Unit Development District classification.

REZONING REQUIREMENTS

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

Section 470.020 (B) states:

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

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

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

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

PREVIOUS PLANNING ACTIONS ON OR NEAR THE PROPERTY

1. The MOU and Master Land Use Plan for the Good Ranch was approved by the City of Raymore on March 16, 1994. The subject property, identified as Tract 10 on the Land Use Plan, was identified as appropriate for Business Park/Industrial development.
2. The property was rezoned from "A" Agricultural to "BP" Business Park on March 23, 2014.

GOOD NEIGHBOR INFORMATIONAL MEETING COMMENTS

A Good Neighbor Informational meeting was held on August 28, 2018. 18 residents attended the meeting, in addition to City staff and representatives from Olsson Associates and VanTrust Real Estate. The meeting is summarized as follows:

Why is the applicant pursuing a rezoning for the property?

The property is currently zoned “BP” Business Park, and has been planned to accommodate this type of development since 1994, when the Good Ranch Master Plan was first adopted. The uses that the applicant is asking to provide within the proposed development are all currently allowed under the existing zoning classification.

The applicant is requesting to reclassify the zoning from “BP” to a “PUD” Planned Unit Development to allow flexibility in the design of the site for things such as the location and orientation of the buildings, and phasing of the development. There are no proposed changes in the uses that are currently allowed under the existing zoning classification.

What is the definition of “Light Industrial” development, and what types of uses can be expected in this development?

Light Industrial Uses are generally defined as wholesaling, distribution, warehousing, and light-manufacturing. The uses allowed within this development would be restricted to the uses defined in the Unified Development Code.

How will the proposed development be screened from neighboring properties?

The proposed development is required to maintain appropriate screening throughout the site. Screening will be required along the northern property line between the proposed industrial use and future commercial uses. Landscaping will also be required along the proposed extension of Dean Avenue to screen the view of the parking lots from the roadway. Adequate landscaping is also required around each individual building.

In addition, there is a large amount of floodplain to the east of the property that will remain indefinitely. This area is a stream corridor that is required to be preserved, and will provide additional screening between adjoining properties.

How will North Cass Parkway and Dean Avenue handle the traffic associated with the proposed development?

The North Cass Interchange, including Dean Avenue, was designed and constructed to handle this type and scale of development, and the volumes of traffic associated with it. The City is currently pursuing a traffic study that will address the timing, type and placement of traffic control devices to coordinate the movement of traffic throughout the site.

Can we limit the number of trucks using North Cass Parkway and Dean Avenue?

Dean Avenue is classified as an Arterial Roadway. Arterial Roadways, specifically Dean Avenue, are designed to accommodate truck traffic. Furthermore, Dean Avenue was located and constructed to support all traffic generated by the development along the I-49 Corridor. The traffic study will help the City understand how and when to implement traffic control devices to better manage traffic throughout the area.

While trucks will still be allowed to utilize Dean Avenue, the most logical route for truck traffic generated by the VanTrust project will be North Cass Parkway and west to Interstate 49.

How many new jobs are estimated to be associated with this proposed development.

Depending on the end user that will eventually occupy these buildings, it could be anywhere from 200 to 2,000 jobs. These buildings provide enough flexibility that they can accommodate a large variety of businesses and companies.

Will there be any parks or green space included as part of this development?

Open space has been provided for the proposed development. In addition, as part of the overall Good Ranch Master Plan, over 350 acres of open space has been set aside to be dedicated as development occurs. This space includes the linear parks and trails that connect the residential neighborhoods of the Good Ranch, as well as larger, regional parks that are planned to the south of North Cass Parkway and Hubach Hill Road.

Will there be any restrictions on hours of operation?

Raymore City Code does not currently restrict hours of operation of any business. 24/7 operations will be allowed as part of the project.

Is lighting of the property regulated?

Yes. City Code limits the level of lighting that is allowed to spillover onto adjacent properties. The type of lighting fixtures utilized in the parking lot will direct light downward towards the parking area. There will be street lights installed along Dean Avenue.

STAFF COMMENTS

1. The MOU and Master Land Use Plan for the Good Ranch was approved by the City of Raymore on March 16, 1994. The subject property, identified as Tract 10 on the Land Use Plan, was identified as appropriate for Business Park development.

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

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

3. The minimum parking standards for the uses allowed within the proposed development are as follows:

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

4. The reclassification of zoning to PUD requires a Memorandum of Understanding (MOU) be prepared that outlines the expectations from the applicant, property owner and City regarding the project.
5. The principal purpose of the reclassification of zoning request is to allow the applicant flexibility in the development of the site. The MOU allows City staff flexibility in approving amendments to the approved site plan for the development. This enables the applicant to rearrange building location; adjust building sizes; and modify the site layout provided any change remains fully compliant with the requirements of the Unified Development Code.
6. The zoning and land use of the subject property remains consistent with the land use identified as part of the Good Ranch Master Plan approved in 1994.

7. Dean Avenue, North Cass Parkway, and Hubach Hill Road have all been designed and constructed to handle the traffic generated by development on the subject property.
8. The property owner is currently completing a geomorphic assessment of the stream corridor that is the ultimate collection point for stormwater runoff generated from development on the property. The assessment will identify actions the property owner must take to address any impacts the development may have on the stream corridor.
9. There is no floodplain located upon the subject property.

PLANNING COMMISSION PROPOSED FINDINGS OF FACT

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

1. **the preliminary development plan's consistency with the Growth Management Plan and all other adopted plans and policies of the City;** The proposed preliminary development plan is consistent with the Growth Management Plan and all other adopted plans and policies.
2. **the preliminary development plan's consistency with the PUD standards of Section 415.060, including the statement of purpose;** The proposed preliminary development plan is consistent with the standards for a Planned Unit Development. The purpose of the proposed PUD and development plan is to provide flexibility in the design, location, orientation and phasing of the proposed development in order to meet the needs of the developer, applicant, and future tenants of the building.
3. **the nature and extent of common open space in the PUD;** Common space has been provided as part of the development. Detention basins, landscaping buffers, and existing vegetation also provides a large amount of open space.
4. **the reliability of the proposals for maintenance and conservation of common open space;** The provided open spaces will require a stormwater maintenance agreement, which will involve requirements for perpetual maintenance.
5. **the adequacy or inadequacy of the amount and function of common open space in terms of the densities and dwelling types proposed in the plan;** Because the proposed PUD is not residential in nature, but rather industrial, the amount and function of the provided common open space has been deemed to be adequate.

6. **whether the preliminary development plan makes adequate provision for public services, provides adequate control over vehicular traffic, and furthers the amenities of light and air, recreation and visual enjoyment;** The preliminary development plan does provide public services, adequate control over vehicular traffic, and furthers the amenities of light and air, recreation and visual enjoyment. The proposed plan adequately separates vehicular and truck traffic, as well as pedestrian traffic. Landscaping buffers have been added to mitigate air pollution from trucks and passenger vehicles, and to soften the visual impact of the large buildings from the roadway.

7. **whether the preliminary development plan will have a substantially adverse effect on adjacent property and the development or conservation of the neighborhood area;** The proposed development plan will not have an adverse effect on the adjacent properties. The subject property is separated by the nearby single family homes by more than 1,500 feet, which includes a stream buffer, and a significant amount of screening and vegetation.

Traffic will likely increase near the subject property as the site develops. However, the North Cass Interchange was designed and built to handle the type and amount of traffic that this proposed development will generate.

8. **whether potential adverse impacts have been mitigated to the maximum practical extent;** The potential adverse impacts on surrounding properties have been mitigated to the maximum practical extent. Landscape buffers have been added throughout the proposed development to mitigate the visual impact of adjacent properties.

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

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

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

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

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

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

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

REVIEW OF INFORMATION AND SCHEDULE

<u>Action</u>	<u>Planning Commission</u>	<u>City Council 1st</u>	<u>City Council 2nd</u>
Public Hearing	October 16, 2018	October 22, 2018	
Public Hearing		November 26, 2018	
Public Hearing		January 14, 2019	
			January 28, 2019

STAFF RECOMMENDATION

City Staff recommends the Planning and Zoning Commission accept the staff proposed findings of fact and forward Case #18016, reclassification of zoning of 136.38 acres located on the southeast corner of the North Cass Parkway and Interstate 49 interchange, from "BP" Business Park District to "PUD" Planned Unit Development District, to the City Council with a recommendation of approval.

PLANNING AND ZONING COMMISSION RECOMMENDATION

The Planning and Zoning Commission, at its October 16, 2018 meeting, voted 7-0 to accept the staff proposed findings of fact and forward Case #18016, reclassification of zoning of 136.38 acres located on the southeast corner of the North Cass Parkway and Interstate 49 interchange, from "BP" Business Park District to "PUD" Planned Unit Development District, to the City Council with a recommendation of approval.

CITY COUNCIL ACTION 1ST READING - 10/22/2018

The City Council, at its October 22, 2018 meeting, voted 7-0 to continue the public hearing and consideration of the case to the November 26, 2018 meeting.

CITY COUNCIL ACTION 1ST READING - 11/26/2018

The City Council, at its November 26, 2018 meeting, voted 7-0 to continue the public hearing and consideration of the case to the January 14, 2019 meeting.

To: Planning and Zoning Commission

From: Department of Public Works

Date: October 10, 2018

RE: Van Trust Industrial Development (Rezoning, and Site Plan)

The Public Works and Engineering Department reviewed the application(s) for VanTrust Development, and offers the following comments:

Background: The proposed land use along the I-49 Corridor has been included in the City's Growth Management Plans and associated updates since approximately 1994 and was used to develop the City's Transportation Master Plan.

Project Location: The project is located on Dean Avenue south of North Cass Parkway.

Impacts on Transportation System(s): Access to the site will be served by entrances along the proposed extension of Dean Avenue. Dean Avenue is classified as an Arterial Roadway. Arterial Roadways, specifically Dean Avenue, are designed to accommodate truck traffic. Furthermore, Dean Avenue was located and constructed to support all traffic generated by the development along the I-49 Corridor. Dean Avenue will be extended to serve all of the developments entrances. There will be a cul-de-sac at the end for traffic to turn around.

The proposed land use along the I-49 Corridor has been included in the City's Growth Management Plans and associated updates since approximately 1994.

The North Cass Interchange, including Dean Avenue, have been designed and constructed in accordance with the City's Transportation Master Plan to support this type and scale of development and the volumes of traffic associated with it, in addition to the future commercial land to the north, and the existing residential development surrounding the site.

Future Traffic Control Planning

The City is currently pursuing a traffic study that will address the timing, type and placement of traffic control devices to coordinate the movement of traffic throughout the area between Johnston Drive and North Cass Parkway.

The traffic study will help the City understand how and when to implement traffic control devices to better manage traffic throughout the area.

Adequate Public Facilities:

Sanitary Sewer System - The project will construct a sanitary sewer line to connect to the existing gravity sewer. The gravity sewer is located on the property to the east, which is owned by the same existing land owner.

This project will require the extension of the sewers through the project to provide a sewer main to all of the buildings. All connections to the individual buildings will be privately owned and maintained.

Water System - The project is served by Water District 10. They will be providing adequate water for the building and fire protection.

Storm Water System/Water Quality - Stormwater will be collected onsite in a detention basin. The plans call for all water quality standards to be met.

Summary: The Public Works Department has determined that the plans and specifications comply with the standards adopted by the City of Raymore with the above recommendations and that the existing facilities are of adequate size and capacity to support the proposed development. Specifically, the transportation network serving this site has been designed and constructed to accommodate all traffic generated by this proposed development as well as development of the surrounding area.



***Memorandum of Understanding
for
Raymore Industrial Development***

Legal Description Contained on Pages 2-3

**Between VanTrust Real Estate, LLC, Grantor,
Good-Otis LLC, Grantor,**

and

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

January 28, 2019

MEMORANDUM OF UNDERSTANDING
Raymore Industrial Development

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) FOR THE DEVELOPMENT OF THE RAYMORE INDUSTRIAL PLANNED UNIT DEVELOPMENT SUBDIVISION is made and entered into this 28th day of January, 2019, by and between VanTrust Real Estate, LLC (“Sub-Divider”); Good-Otis LLC (“Developer”), Sub-Divider and Developer 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 (“Grantee” or “City”).

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

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

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

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

GEOGRAPHIC LOCATION:

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

All that part of the West Half of Section 29, Township 46 North, Range 32 West, and that part of the Northeast Quarter of Section 30, Township 46 North, Range 32 West, Cass County, Missouri, all lying East of the existing right-of-way for U.S. Interstate Highway No. 49 (formerly known as U.S. Hwy. 71), and being part of the property currently owned by James Otis, Jr. as described in the Warranty Deed recorded in Book 001311, Page 000168, in the Cass County Recorder's Office, and being more particularly described as follows:

BEGINNING at the Northwest corner of Section 29, Township 46 North, Range 32 West; thence South 87 degrees 03 minutes 19 seconds East, along the North line of the Northwest Quarter of said Section 29-T46N-R32W, a distance of 1,369.26 feet; thence South 20 degrees 24 minutes 52 Seconds West, departing the North line of said Northwest Quarter, a distance of 307.60 feet, to a point of curvature; thence Southwesterly, Southerly and Southeasterly, along a curve to the left, having a radius of 1,850.00 feet, and through a central angle of 41 degrees 30 minutes 54 seconds, an arc length of 1,340.46 feet, to a point of tangency; thence South 21 degrees 06

Raymore Industrial Development Memorandum of Understanding

minutes 02 seconds East, a distance of 1,665.77 feet, to a point of curvature; thence Southeasterly and Southerly, along a curve to the right, having a radius of 600.00 feet, and through a central angle of 37 degrees 03 minutes 36 seconds, an arc length of 388.09 feet, to a point on a non-tangent line; thence North 74 degrees 02 minutes 26 seconds West, a distance of 100.00 feet, to a point on a non-tangent curve; thence Southwesterly and Westerly, along a curve to the right, whose initial tangent bearing is South 15 degrees 57 minutes 34 seconds West, having a radius of 500.00 feet, and through a central angle of 55 degrees 23 minutes 12 seconds, an arc length of 483.34 feet, to a point of tangency; thence South 71 degrees 20 minutes 46 seconds West, a distance of 344.72 feet; thence South 05 degrees 21 minutes 09 seconds West, a distance of 310.85 feet; thence South 89 degrees 35 minutes 22 seconds West, a distance of 266.61 feet, to a point on the Easterly Right-of-Way line of U.S. Highway No. 49 (formerly known as U.S. Highway No. 71), as established in Book 513 at Page 429, and as depicted on the Highway Plans having a project number of F-71-4(9); thence North 20 degrees 01 minutes 35 seconds West, along said Easterly Right-of-Way line, a distance of 112.39 feet; thence North 25 degrees 44 minutes 13 seconds West, continuing along said Easterly Right-of-Way line, a distance of 201.00 feet; thence North 20 degrees 01 minutes 35 seconds West, continuing along said Easterly Right-of-Way line, a distance of 1,200.00 feet; thence North 17 degrees 09 minutes 50 seconds West, continuing along said Easterly Right-of-Way line, a distance of 100.12 feet; thence North 20 degrees 01 minutes 35 seconds West, continuing along said Easterly Right-of-Way line, a distance of 400.00 feet; thence North 21 degrees 06 minutes 02 seconds West, continuing along said Easterly Right-of-Way line, a distance of 800.14 feet; thence North 20 degrees 25 minutes 37 seconds West, continuing along said Easterly Right-of-Way line, a distance of 715.25 feet, to a point on a non-tangent curve; thence Northwesterly, continuing along said Easterly Right-of-Way line, and along a curve to the right, whose initial tangent bearing is 20 degrees 01 minutes 35 seconds West, having a radius of 2,739.79 feet, and through a central angle of 01 degrees 41 minutes 43 seconds, a distance of 81.07 feet, to a point on the Easterly Right-of-Way line of U.S. Highway No. 49 (formerly known as U.S. Highway No. 71), as established in Book 3140 at Page 32, and as depicted on the Highway Plans having a job number of J4P1709, dated 05/02/2008; thence North 71 degrees 40 minutes 08 seconds East, along said Easterly Right-of-Way line, a distance of 10.00 feet, to a point on a non-tangent curve; thence Northwesterly and Northerly, continuing along said Easterly Right-of-Way line, and along a curve to the right, whose initial tangent bearing is North 18 degrees 19 minutes 52 seconds West, having a radius of 2,729.79 feet, and through a central angle of 16 degrees 26 minutes 17 seconds, an arc length of 783.17 feet, to a point of tangency; thence North 01 degrees 53 minutes 35 seconds West, continuing along said Easterly Right-of-Way line, a distance of 78.10 feet; thence North 22 degrees 58 minutes 31 seconds East, a distance of 147.65 feet, to a point on the North line of the Northeast Quarter of Section 30, Township 46 North, Range 32 West; thence South 86 degrees 38 minutes 40 seconds East, departing the Easterly Right-of-Way line of said U.S. Highway No. 49, and along the North line of the Northeast Quarter of said Section 30-T46N-R32W, a distance of 495.26 feet, to the POINT OF BEGINNING, containing 5,940,859 square feet or 136.3834 acres, more or less.

PRELIMINARY DEVELOPMENT PLAN

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

2. Zoning and Land Use

- a. The zoning for the entire Property shall be “PUD” Planned Unit Development District.
- b. Land Use
 - i. Except for the uses listed below, uses designated as permitted (“P”) in the “BP” and the “M-1” Industrial Districts in Section 410.020 of the Unified Development Code shall be permitted on all lots, subject to compliance with any special conditions.
 - a. Waste Related Use
 - ii. Uses designated as conditional (“C”) in in the “BP” and the “M-1” Industrial Districts in Section 410.020 of the Unified Development Code shall only be permitted upon approval of a Conditional Use Permit, subject to compliance with any special conditions.

3. Bulk and Dimensional Standards Table:

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

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

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

Minimum Landscaped Area	20%
Maximum Building Coverage	50%

4. **Outdoor Storage**

No outdoor storage of materials or products is allowed within the entire property identified herein as the Master Planned Industrial Community and as shown on the PUD Preliminary Development Plan, attached as Exhibit A.

5. **Landscaping & Screening**

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

6. **Parkland Dedication**

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

7. **Site Lighting**

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

8. **Parking**

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

Use	Minimum Parking Spaces Required
Office	1 space per 300 square feet
Manufacturing, Production and Industrial Service	1 space per 1,300 square feet
Warehousing	1 space per 1,300 square feet

- a. Required parking spaces shall be provided on the same lot as the use to which the parking serves.
- b. A reduction of up to 10 percent of the total parking requirement for a lot may be approved by staff where shared parking among businesses on different lots is provided by written agreement between the businesses and submitted to the City.
- c. Required parking spaces may be constructed as needed for each use occupying a building. The minimum parking spaces shall be provided as each use occupies the building.
- d. Parking for a building may be constructed in phases provided the required parking spaces are provided for each use identified in a building.

9. Trash and Recycling Services

All trash and recycling containers and equipment shall be screened in accordance with Section 430.110 of the Unified Development Code.

PHASING SCHEDULE

1. The Preliminary Development Plan is being approved without a defined phasing plan.
2. The Sub-Divider may construct the development in phases.

FINAL PLATS

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

3. Final plats shall be submitted in accordance with the Unified Development Code.
4. A final plat application shall be submitted within two years of the date of approval of the Preliminary Development Plan or the Preliminary Development Plan becomes null and void.
5. If the initial final plat does not include all of the land contained within the Preliminary Development Plan, then a subsequent final plat application shall be filed every five years from the date that the most recent final plat was approved or the Preliminary Development Plan becomes null and void.

SITE PLANS

1. A master site plan for the entire development may be submitted to the City by the Developer and/or Sub-Divider. The master site plan shall be reviewed in accordance with Section 470.160 of the Unified Development Code.
2. City staff is hereby granted authority to review and approve any amendment to the master site plan provided that all of the requirements of the Unified Development Code and any other applicable City requirement are met.
3. Any decision made by staff regarding an amendment to the master site plan may be appealed to the Planning and Zoning Commission.

TRANSPORTATION IMPROVEMENTS

1. Road Improvements

The parties agree that the following road improvements are necessary and shall be constructed by the Developer and/or Sub-Divider as outlined below.

a. Dean Avenue

- i. Dean Avenue shall be constructed as a collector road with a 100-foot right of way from North Cass Parkway south to the southern end of the proposed North Cass Plaza development, and with an 80-foot right-of-way thereafter.
- ii. Dean Avenue shall be constructed to the southern property line of each lot at the time the lot is developed.

- iii. A temporary cul-de-sac shall be installed for each phase of Dean Avenue that is constructed.
- iv. A permanent cul-de-sac shall be installed upon final platting and construction of a building on the southernmost lot of the development.

b. North Cass Parkway

- i. Improvements to North Cass Parkway shall be constructed as identified in the traffic study for the project, including the timing of when the improvements are necessary.

c. Access road to Owen-Good Lift Station

- ii. When Dean Avenue is extended to its southern terminus as part of this development an easement shall be provided by the Developer and/or Subdivider to allow the City to construct a gravel road to provide access from the Dean Avenue cul-de-sac south to the City of Raymore Owen-Good lift station.

2. Pedestrian Improvements

A five foot (5') sidewalk is required on both sides of Dean Avenue at the time the adjacent lot is developed.

3. Traffic Control Improvements

Traffic control improvements, which may include stop signs and/or traffic signal(s) shall be constructed and/or installed as identified in the traffic study for the project.

SANITARY SEWER IMPROVEMENTS

1. Sanitary sewer service shall be provided to each lot by the Developer and/or Sub-Divider. The line shall extend to the property line to provide service to adjacent properties.
2. All public improvements shall be installed in accordance with City standards. Before the installation of any sanitary sewer system improvements, the Developer and/or Sub-Divider shall have the engineering plans approved by the MoDNR and the City of Raymore.
3. The sanitary sewer shall be of sufficient size and depth to serve the tributary area identified in the City's Comprehensive Sewer Plan.

4. The Developer and/or Sub-Divider agree to pay any applicable sewer connection fees and rate charges.
5. All improvements must be approved by the City, constructed to City standards, and inspected by the City; and Developer and Sub-Divider agree to dedicate easements to the City in compliance with City standards for utility easements.

WATER MAIN IMPROVEMENTS

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

STORMWATER IMPROVEMENTS

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

STREAM ASSESSMENT

1. The Good Ranch Master Development Agreement, dated October 14, 2014, is applicable to the development.
2. An assessment of the geomorphic subarea watershed applicable to the development shall be completed by the Developer. The assessment shall be reviewed by the City and must be approved prior to the approval of the Preliminary Development Plan.

3. The assessment shall identify stream enhancements or other improvements necessary to minimize or eliminate current and anticipated geomorphic deficiencies identified by the assessment. Phasing of these enhancements or other improvements can coincide with phasing of building construction on the property.
4. Stream enhancements or other improvements identified by the City as necessary for a particular phase of the development shall be installed and completed by the Developer and/or Sub-Divider prior to the issuance of any Certificate of Occupancy.

INDUSTRIAL BUILDING STANDARDS

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

Primary building materials shall be varied and consist of materials such as stucco, stone, concrete tilt walls and brick.
 - b. **Color**

A unified color scheme shall be established to tie building elements together, relate separate (freestanding) buildings, and enhance architectural form.
 - c. **Building Form**
 - i. Both vertical and horizontal articulation shall be used to break up building form.
 - ii. Design features such as articulated bases, columns, pilasters, and arches shall be used to articulate building facades.
 - iii. Buildings shall incorporate variations in parapet height.
 - iv. Architectural treatments and materials shall be uniform on all four sides of the building.

d. **Architectural Features**

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

SIGNAGE

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

INSTALLATION AND MAINTENANCE OF PUBLIC IMPROVEMENTS

1. Before the installation of any improvements or the issuance of building permits for a Platted Area, Developer and/or Sub-Divider shall have all engineering plans approved by the City of Raymore.
2. Prior to the issuance of building permits, Developer and/or Sub-Divider shall install all public improvements as shown on approved engineering plans of said platted areas.
3. The Developer and/or 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 Developer and/or Sub-Divider shall be responsible for the installation of all improvements in accordance with the approved engineering plans. The Developer and/or Sub-Divider hereby agree 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 Developer's and/or 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 Developer's and/or 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 Developer and/or 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 Developer and/or 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 Developer and/or Sub-Divider agrees to pay to the City, a \$9 per acre fee for the placement and maintenance of outdoor warning sirens.

GENERAL PROVISIONS

1. The parties agree that execution of this agreement in no way constitutes a waiver of any requirements of applicable City ordinances with which Sub-Divider, VanTrust Real Estate LLC. and Developer, Good-Otis LLC 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 VanTrust Real Estate LLC and/or Developer, Good-Otis LLC, the City may withhold approval of any or all building permits, or suspend or revoke any issued permits, applied for in the development, until the

breach or breaches has or have been cured to the satisfaction of the City.

5. This agreement shall be recorded by the City and its covenants shall run with the land and shall bind the parties, their successors and assigns, in interest and title.
6. Any provision of this agreement which is not enforceable according to law will be severed heretofore and the remaining provisions shall be enforced to the fullest extent permitted by law. The terms of this agreement shall be construed and interpreted according to the laws of the State of Missouri. Venue for any dispute arising from, or interpretation of this agreement shall be in the Circuit Court of Cass County, Missouri.
7. The undersigned represent that they each have the authority and capacity from the respective parties to execute this Agreement. This Agreement shall not be effective until approved by ordinance duly enacted by the City Council of the City of Raymore, Missouri.
8. Whenever in this agreement it shall be required or permitted that notice or demand be given or served by either party to this agreement to or on the other party, such notice or demand shall be delivered personally or mailed by 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 VanTrust Real Estate, LLC at:

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

If to Good-Otis LLC at:

Good-Otis LLC.
Attn: Dave Otis
1464 Techny Road
Northbrook, IL 60062

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

(SEAL)

THE CITY OF RAYMORE, MISSOURI

Kristofer P. Turnbow, Mayor

Attest:

Jean Woerner, City Clerk

Sub-Divider – Signature

Printed Name

Sub-Divider – Signature

Printed Name

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

Stamp:

Notary Public: _____ My Commission Expires: _____

Developer – Signature

Printed Name

Developer – Signature

Printed Name

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

Stamp:

Notary Public: _____ My Commission Expires: _____

Planning and Zoning Commission

Meeting Minutes Excerpt

October 16, 2018

7. New Business -

A. Case #18016 - Reclassification of zoning of 136.38 acres located south of North Cass Parkway, east of Interstate 49, from "BP" Business Park District to "PUD" Planned Unit Development District (public hearing).

Grant Harrison, representing VanTrust Real Estate, presented an overview on the proposed Raymore Industrial Development project. Mr. Harrison stated VanTrust is a local Kansas City developer and has selected Olsson Associates as the project engineer.

Mr. Harrison illustrated several industrial projects that his firm recently completed.

Mr. Harrison stated the project is at the southeast corner of North Cass Parkway and Interstate 49. The PUD zoning gives flexibility in site design as the project moves forward. The MOU for the project specifies the requirements under the PUD zoning. This is a 136-acre project that is proposed over 3 phases for a total of 1.9 million square feet of building space.

Mr. Harrison stated there is no set timeline for commencing construction but his firm will be working to attract tenants.

Associate Planner David Gress provided the staff report. He indicated the request is to reclassify the zoning of the 136 acres from "BP" Business Park to "PUD" Planned Unit Development. This action requires a public hearing which was advertised for this evening and he entered the following items into the record: mailed notices to adjoining property owners; the notice published in The Raymore Journal; the Growth Management Plan; the Unified Development Code; the application; the staff report; the applicant's conceptual site plan; and the draft Memorandum of Understanding (MOU) for the project.

Mr. Gress stated the MOU and master land use plan for the property was approved in 1994 and the subject property was identified as being appropriate for Industrial Park development. A good neighbor meeting was held on August 28th and a summary of questions and comments is included in the staff report.

Mr. Gress provided an overview of the development standards proposed in the MOU for the PUD, including minimum parking standards.

Mr. Gress commented that a principal reason for the PUD request is to provide future flexibility in site layout of buildings. The PUD would allow staff to approve future amendments to the site plan provided the request is in compliance with the requirements of the UDC.

Mr. Gress stated the staff recommendation is for the Commission to forward the request to the City Council with a recommendation of approval.

Chairman Faulkner asked if the trailer parking spaces illustrated on the conceptual site plan are counted towards the minimum parking requirement for the site.

Mr. Gress stated no, the parking requirement in the MOU is for passenger vehicle parking spaces only. The parking spaces for the semi-trailers are not included in the count of provided parking spaces.

Mayor Turnbow asked about Hubach Hill Road to the east and if it would be possible to find a way for a truck that travels to the east to get back to the Cass Parkway interchange area and avoid conflicts with passenger vehicles along Hubach Hill Road.

Mr. Gress commented that there should not be any reason for a truck exiting the site to make a right-turn onto Hubach Hill Road. City staff will work with the property owner to create signage that can direct truck traffic to the interchange.

Mayor Turnbow stated he was most concerned of a new truck driver traveling along Cass Parkway and missing the turn-in to the industrial site.

Mr. Gress stated staff is working on a signage plan to help alleviate any concerns.

Mayor Turnbow asked if there are any plans for traffic control device at the North Cass Parkway and Dean Avenue intersection.

Mr. Gress stated yes, there is a plan for a future traffic signal at the intersection once warrants are met for traffic volume at the intersection. Mr. Gress stated the City is working on a traffic study that would assist in determining when traffic control measures need to be in place.

Commissioner Urquilla asked about trucks being able to travel through the roundabout at Lucy Webb.

Mr. Gress stated the roundabout is designed to support truck movement at a regulated speed.

Chairman Faulkner opened the public hearing at 7:28 p.m.

No public spoke.

Chairman Faulkner closed the public hearing at 7:28 p.m.

Chairman Faulkner commented that the MOU is an integral part of the PUD. He asked about the preliminary development plan section of the MOU and the uses being limited on the property, specifically waste related uses.

City Attorney Jonathan Zerr indicated that yes, the MOU is proposing to not allow waste related uses from being conducted on the property, such as a transfer station or other waste related uses.

Chairman Faulkner asked if a recycling center is a waste related use.

Mr. Gress stated it would depend upon the product being recycled. Clean wastes would be an allowable recyclable use that would require a conditional use permit.

Mr. Zerr stated the UDC does define recycling facility.

Mr. Gress stated the UDC does further define the various waste related uses, such as junkyard, recycling facility, and sanitary landfill.

Motion by Commissioner Urquilla, Seconded by Commissioner Meuschke, to accept the staff proposed findings of fact and forward Case #18016, reclassification of zoning of 136.38 acres located south of North Cass Parkway, east of Interstate 49, from "BP" Business Park District

to “PUD” Planned Unit Development District, to the City Council with a recommendation of approval.

Vote on Motion:

Chairman Faulkner	Aye
Commissioner Wiggins	Aye
Commissioner Armstrong	Aye
Commissioner Bowie	Absent
Commissioner Crain	Absent
Commissioner Fizer	Aye
Commissioner Meuschke	Aye
Commissioner Urquilla	Aye
Mayor Turnbow	Aye

Motion passed 7-0-0.



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: Jan. 14, 2019

SUBMITTED BY: Jim Cadoret

DEPARTMENT: Development Services

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

TITLE / ISSUE / REQUEST

Res. 18-66: Raymore Industrial Development Preliminary Plan

STRATEGIC PLAN GOAL/STRATEGY

3.1.2: Attract and cultivate a variety of new industries to the 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: October 16, 2018
Action/Vote: Approved 7-0

LIST OF REFERENCE DOCUMENTS ATTACHED

Staff Report
Memorandum of Understanding
Preliminary Plan

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

VanTrust Real Estate Development LLC, on behalf of property owner Good-Otis LLC, is requesting preliminary plan approval for the Raymore Industrial Development Park. The preliminary development plan proposes a 3-lot industrial development that includes the extension of Dean Avenue south of North Cass Parkway. The preliminary development plan is required as part of the establishment of Planned Unit Development zoning for the property. The Memorandum of Understanding is a required element of the preliminary plan and establishes the development standards for the project.

When considering a request for rezoning to Planned Unit Development, the Preliminary Plan becomes part of the rezoning application. The staff report and meeting minutes reflect comments on both the rezoning and Preliminary Plan. When the application is considered by City Council, the Unified Development Code requires that the Preliminary Plan be considered separate from the rezoning application.

Approval of the Preliminary Plan is contingent upon the approval of Bill 3400 for the reclassification of zoning for the property. To allow time to finalize details of the project, staff requests that the public hearing and the request be continued to the Feb. 25 Council meeting.

RESOLUTION 18-66

"A RESOLUTION OF THE RAYMORE CITY COUNCIL APPROVING THE RAYMORE INDUSTRIAL DEVELOPMENT PRELIMINARY PLAN, LOCATED IN THE WEST HALF OF SECTION 29 AND PART OF THE NORTHEAST QUARTER OF SECTION 30 IN TOWNSHIP 46N, RANGE 32W, RAYMORE, CASS COUNTY, MISSOURI."

WHEREAS, the Planning and Zoning Commission held a public hearing on October 16, 2018, on the Raymore Industrial Development Preliminary Plan and forwarded its recommendation of approval to the City Council; and

WHEREAS, the City Council held a public hearing on October 22, 2018, and is accepting the recommendation of the Planning and Zoning Commission.

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

Section 1. The Raymore Industrial Development Preliminary Plan is approved.

Section 2. The Memorandum of Understanding required as part of the Raymore Industrial Development Preliminary Plan is approved.

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

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

DULY READ AND PASSED THIS 28TH DAY OF JANUARY, 2019, BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Barber
Councilmember Berendzen
Councilmember Burke III
Councilmember Circo
Councilmember Holman
Councilmember Kellogg
Councilmember Townsend

ATTEST:

APPROVE:

Jean Woerner, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature



To: City Council
From: Planning and Zoning Commission
Date: January 14, 2019
Re: Case #18016 Raymore Industrial Development Rezoning/PUD

GENERAL INFORMATION

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

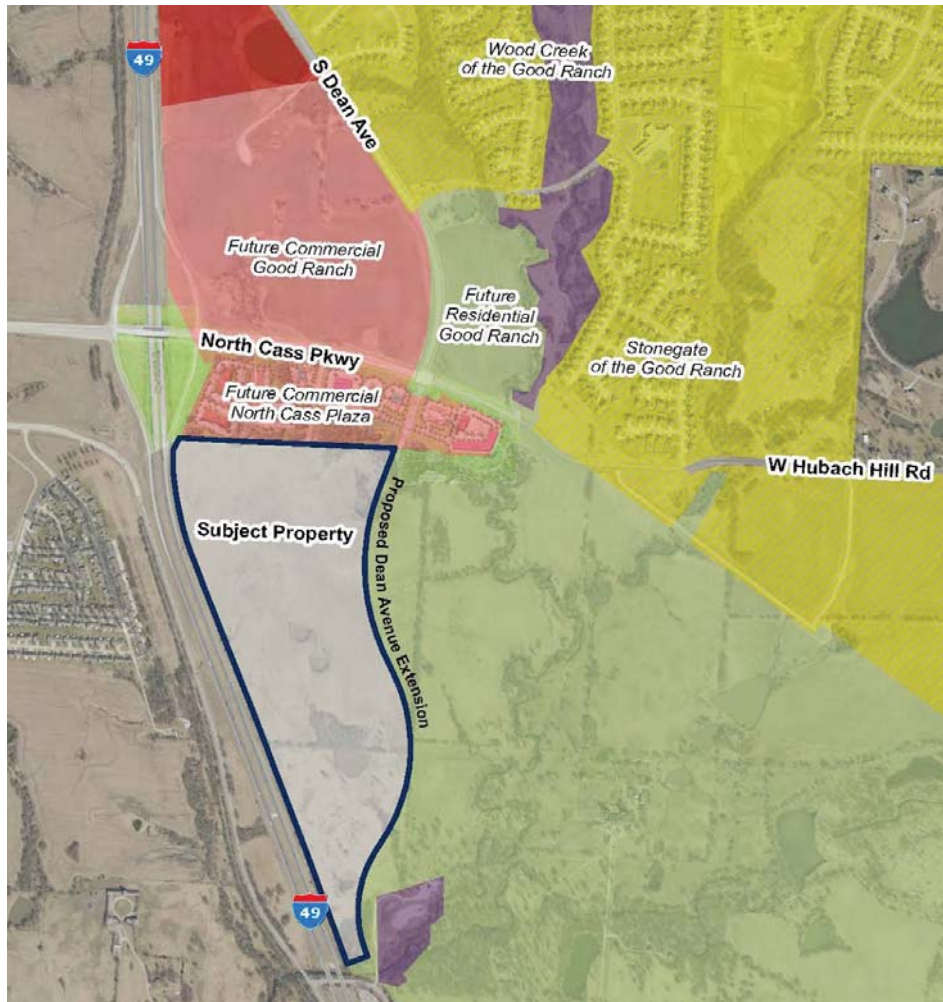
Property Owner: Good-Otis, LLC
1464 Techny Road
Northbrook, IL 60062

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

Property Location: Generally located at the southeast corner of the I-49 & North Cass Parkway Interchange



Existing Zoning: "BP" Business Park District



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

Major Street Plan: The Major Thoroughfare Plan Map contained in the Growth Management Plan has N. Cass Parkway and Dean Avenue classified as a Minor Arterial Roadways

Legal Description:

All that part of the West Half of Section 29, Township 46 North, Range 32 West, and that part of the Northeast Quarter of Section 30, Township 46 North, Range 32 West, Cass County, Missouri, all lying East of the existing right-of-way for U.S. Interstate Highway No. 49 (formerly known as U.S. Hwy. 71), and being part of the property currently owned by James Otis, Jr. as described in the Warranty Deed recorded in Book 001311, Page 000168, in the Cass County Recorder's Office, and being more particularly described as follows:

BEGINNING at the Northwest corner of Section 29, Township 46 North, Range 32 West; thence South 87 degrees 03 minutes 19 seconds East, along the North line of the Northwest Quarter of said Section 29-T46N-R32W, a distance of 1,369.26 feet; thence South 20 degrees 24 minutes 52 Seconds West, departing the North line of said Northwest Quarter, a distance of 307.60 feet, to a point of curvature; thence Southwesterly, Southerly and Southeasterly, along a curve to the left, having a radius of 1,850.00 feet, and through a central angle of 41 degrees 30 minutes 54 seconds, an arc length of 1,340.46 feet, to a point of tangency; thence South 21 degrees 06 minutes 02 seconds East, a distance of 1,665.77 feet, to a point of curvature; thence Southeasterly and Southerly, along a curve to the right, having a radius of 600.00 feet, and through a central angle of 37 degrees 03 minutes 36 seconds, an arc length of 388.09 feet, to a point on a non-tangent line; thence North 74 degrees 02 minutes 26 seconds West, a distance of 100.00 feet, to a point on a non-tangent curve; thence Southwesterly and Westerly, along a curve to the right, whose initial tangent bearing is South 15 degrees 57 minutes 34 seconds West, having a radius of 500.00 feet, and through a central angle of 55 degrees 23 minutes 12 seconds, an arc length of 483.34 feet, to a point of tangency; thence South 71 degrees 20 minutes 46 seconds West, a distance of 344.72 feet; thence South 05 degrees 21 minutes 09 seconds West, a distance of 310.85 feet; thence South 89 degrees 35 minutes 22 seconds West, a distance of 266.61 feet, to a point on the Easterly Right-of-Way line of U.S. Highway No. 49 (formerly known as U.S. Highway No. 71), as established in Book 513 at Page 429, and as depicted on the Highway Plans having a project number of F-71-4(9); thence North 20 degrees 01 minutes 35 seconds West, along said Easterly Right-of-Way line, a distance of 112.39 feet; thence North 25 degrees 44 minutes 13 seconds West, continuing along said Easterly Right-of-Way line, a distance of 201.00 feet; thence North 20 degrees 01 minutes 35 seconds West, continuing along said Easterly Right-of-Way line, a distance of 1,200.00 feet; thence North 17 degrees 09 minutes 50 seconds West, continuing along said Easterly Right-of-Way line, a distance of 100.12 feet; thence North 20 degrees 01 minutes 35 seconds West, continuing along said Easterly Right-of-Way line, a distance of 400.00 feet; thence North 21 degrees 06 minutes 02 seconds West, continuing along said Easterly Right-of-Way line, a distance of 800.14 feet; thence North 20 degrees 25 minutes 37 seconds West, continuing along said Easterly Right-of-Way line, a distance of 715.25 feet, to a point on a non-tangent curve; thence Northwesterly, continuing along said Easterly Right-of-Way line, and along a curve to the right, whose initial tangent bearing is 20 degrees 01 minutes 35 seconds West, having a radius of 2,739.79 feet, and through a central angle of 01 degrees 41 minutes 43 seconds, a distance of 81.07 feet, to a point on the Easterly Right-of-Way line of U.S. Highway No. 49 (formerly known as U.S. Highway No. 71), as established in Book 3140 at Page 32, and as depicted on the Highway Plans having a job number of J4P1709, dated 05/02/2008; thence North 71 degrees 40 minutes 08 seconds East, along said Easterly Right-of-Way line, a distance of 10.00 feet, to a point on a non-tangent curve; thence Northwesterly and Northerly, continuing along said Easterly Right-of-Way line, and along a curve to the right, whose initial tangent bearing is North 18 degrees 19 minutes 52 seconds West, having a radius of 2,729.79 feet, and through a central angle of 16 degrees 26 minutes 17 seconds, an arc length of 783.17 feet, to a point of tangency; thence North 01 degrees 53 minutes 35 seconds West, continuing along said Easterly Right-of-Way line, a distance of 78.10 feet; thence North 22 degrees 58 minutes 31 seconds East, a distance of 147.65 feet, to a point on the North line of the Northeast Quarter of Section 30, Township 46 North, Range 32 West; thence South 86 degrees 38 minutes 40 seconds East, departing the Easterly Right-of-Way line of said U.S. Highway No. 49, and along the North line of the Northeast Quarter of said Section 30-T46N-R32W, a distance of 495.26 feet, to the POINT OF BEGINNING, containing 5,940,859 square feet or 136.3834 acres, more or less.

Advertisement: September 27, 2018 **Journal** newspaper
October 4, 2018 **Journal** newspaper

Public Hearing: October 16, 2018 Planning Commission meeting
October 22, 2018 City Council meeting
November 26, 2018 City Council meeting
January 14, 2019 City Council meeting

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

**Exhibit 7. Applicant's Conceptual Site Plan
Exhibit 8. MOU draft**

Additional exhibits as presented during hearing

REQUEST

Applicant is requesting to reclassify the zoning designation of 136.38 acres of land from the current "BP" Business Park District classification to a "PUD" Planned Unit Development District classification.

REZONING REQUIREMENTS

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

Section 470.020 (B) states:

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

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

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

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

PREVIOUS PLANNING ACTIONS ON OR NEAR THE PROPERTY

1. The MOU and Master Land Use Plan for the Good Ranch was approved by the City of Raymore on March 16, 1994. The subject property, identified as Tract 10 on the Land Use Plan, was identified as appropriate for Business Park/Industrial development.
2. The property was rezoned from "A" Agricultural to "BP" Business Park on March 23, 2014.

GOOD NEIGHBOR INFORMATIONAL MEETING COMMENTS

A Good Neighbor Informational meeting was held on August 28, 2018. 18 residents attended the meeting, in addition to City staff and representatives from Olsson Associates and VanTrust Real Estate. The meeting is summarized as follows:

Why is the applicant pursuing a rezoning for the property?

The property is currently zoned “BP” Business Park, and has been planned to accommodate this type of development since 1994, when the Good Ranch Master Plan was first adopted. The uses that the applicant is asking to provide within the proposed development are all currently allowed under the existing zoning classification.

The applicant is requesting to reclassify the zoning from “BP” to a “PUD” Planned Unit Development to allow flexibility in the design of the site for things such as the location and orientation of the buildings, and phasing of the development. There are no proposed changes in the uses that are currently allowed under the existing zoning classification.

What is the definition of “Light Industrial” development, and what types of uses can be expected in this development?

Light Industrial Uses are generally defined as wholesaling, distribution, warehousing, and light-manufacturing. The uses allowed within this development would be restricted to the uses defined in the Unified Development Code.

How will the proposed development be screened from neighboring properties?

The proposed development is required to maintain appropriate screening throughout the site. Screening will be required along the northern property line between the proposed industrial use and future commercial uses. Landscaping will also be required along the proposed extension of Dean Avenue to screen the view of the parking lots from the roadway. Adequate landscaping is also required around each individual building.

In addition, there is a large amount of floodplain to the east of the property that will remain indefinitely. This area is a stream corridor that is required to be preserved, and will provide additional screening between adjoining properties.

How will North Cass Parkway and Dean Avenue handle the traffic associated with the proposed development?

The North Cass Interchange, including Dean Avenue, was designed and constructed to handle this type and scale of development, and the volumes of traffic associated with it. The City is currently pursuing a traffic study that will address the timing, type and placement of traffic control devices to coordinate the movement of traffic throughout the site.

Can we limit the number of trucks using North Cass Parkway and Dean Avenue?

Dean Avenue is classified as an Arterial Roadway. Arterial Roadways, specifically Dean Avenue, are designed to accommodate truck traffic. Furthermore, Dean Avenue was located and constructed to support all traffic generated by the development along the I-49 Corridor. The traffic study will help the City understand how and when to implement traffic control devices to better manage traffic throughout the area.

While trucks will still be allowed to utilize Dean Avenue, the most logical route for truck traffic generated by the VanTrust project will be North Cass Parkway and west to Interstate 49.

How many new jobs are estimated to be associated with this proposed development.

Depending on the end user that will eventually occupy these buildings, it could be anywhere from 200 to 2,000 jobs. These buildings provide enough flexibility that they can accommodate a large variety of businesses and companies.

Will there be any parks or green space included as part of this development?

Open space has been provided for the proposed development. In addition, as part of the overall Good Ranch Master Plan, over 350 acres of open space has been set aside to be dedicated as development occurs. This space includes the linear parks and trails that connect the residential neighborhoods of the Good Ranch, as well as larger, regional parks that are planned to the south of North Cass Parkway and Hubach Hill Road.

Will there be any restrictions on hours of operation?

Raymore City Code does not currently restrict hours of operation of any business. 24/7 operations will be allowed as part of the project.

Is lighting of the property regulated?

Yes. City Code limits the level of lighting that is allowed to spillover onto adjacent properties. The type of lighting fixtures utilized in the parking lot will direct light downward towards the parking area. There will be street lights installed along Dean Avenue.

STAFF COMMENTS

1. The MOU and Master Land Use Plan for the Good Ranch was approved by the City of Raymore on March 16, 1994. The subject property, identified as Tract 10 on the Land Use Plan, was identified as appropriate for Business Park development.

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

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

3. The minimum parking standards for the uses allowed within the proposed development are as follows:

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

4. The reclassification of zoning to PUD requires a Memorandum of Understanding (MOU) be prepared that outlines the expectations from the applicant, property owner and City regarding the project.
5. The principal purpose of the reclassification of zoning request is to allow the applicant flexibility in the development of the site. The MOU allows City staff flexibility in approving amendments to the approved site plan for the development. This enables the applicant to rearrange building location; adjust building sizes; and modify the site layout provided any change remains fully compliant with the requirements of the Unified Development Code.
6. The zoning and land use of the subject property remains consistent with the land use identified as part of the Good Ranch Master Plan approved in 1994.

7. Dean Avenue, North Cass Parkway, and Hubach Hill Road have all been designed and constructed to handle the traffic generated by development on the subject property.
8. The property owner is currently completing a geomorphic assessment of the stream corridor that is the ultimate collection point for stormwater runoff generated from development on the property. The assessment will identify actions the property owner must take to address any impacts the development may have on the stream corridor.
9. There is no floodplain located upon the subject property.

PLANNING COMMISSION PROPOSED FINDINGS OF FACT

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

1. **the preliminary development plan's consistency with the Growth Management Plan and all other adopted plans and policies of the City;** The proposed preliminary development plan is consistent with the Growth Management Plan and all other adopted plans and policies.
2. **the preliminary development plan's consistency with the PUD standards of Section 415.060, including the statement of purpose;** The proposed preliminary development plan is consistent with the standards for a Planned Unit Development. The purpose of the proposed PUD and development plan is to provide flexibility in the design, location, orientation and phasing of the proposed development in order to meet the needs of the developer, applicant, and future tenants of the building.
3. **the nature and extent of common open space in the PUD;** Common space has been provided as part of the development. Detention basins, landscaping buffers, and existing vegetation also provides a large amount of open space.
4. **the reliability of the proposals for maintenance and conservation of common open space;** The provided open spaces will require a stormwater maintenance agreement, which will involve requirements for perpetual maintenance.
5. **the adequacy or inadequacy of the amount and function of common open space in terms of the densities and dwelling types proposed in the plan;** Because the proposed PUD is not residential in nature, but rather industrial, the amount and function of the provided common open space has been deemed to be adequate.

6. **whether the preliminary development plan makes adequate provision for public services, provides adequate control over vehicular traffic, and furthers the amenities of light and air, recreation and visual enjoyment;** The preliminary development plan does provide public services, adequate control over vehicular traffic, and furthers the amenities of light and air, recreation and visual enjoyment. The proposed plan adequately separates vehicular and truck traffic, as well as pedestrian traffic. Landscaping buffers have been added to mitigate air pollution from trucks and passenger vehicles, and to soften the visual impact of the large buildings from the roadway.

7. **whether the preliminary development plan will have a substantially adverse effect on adjacent property and the development or conservation of the neighborhood area;** The proposed development plan will not have an adverse effect on the adjacent properties. The subject property is separated by the nearby single family homes by more than 1,500 feet, which includes a stream buffer, and a significant amount of screening and vegetation.

Traffic will likely increase near the subject property as the site develops. However, the North Cass Interchange was designed and built to handle the type and amount of traffic that this proposed development will generate.

8. **whether potential adverse impacts have been mitigated to the maximum practical extent;** The potential adverse impacts on surrounding properties have been mitigated to the maximum practical extent. Landscape buffers have been added throughout the proposed development to mitigate the visual impact of adjacent properties.

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

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

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

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

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

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

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

REVIEW OF INFORMATION AND SCHEDULE

<u>Action</u>	<u>Planning Commission</u>	<u>City Council 1st</u>	<u>City Council 2nd</u>
Public Hearing	October 16, 2018	October 22, 2018	
Public Hearing		November 26, 2018	
Public Hearing		January 14, 2019	
			January 28, 2019

STAFF RECOMMENDATION

City Staff recommends the Planning and Zoning Commission accept the staff proposed findings of fact and forward Case #18016, reclassification of zoning of 136.38 acres located on the southeast corner of the North Cass Parkway and Interstate 49 interchange, from "BP" Business Park District to "PUD" Planned Unit Development District, to the City Council with a recommendation of approval.

PLANNING AND ZONING COMMISSION RECOMMENDATION

The Planning and Zoning Commission, at its October 16, 2018 meeting, voted 7-0 to accept the staff proposed findings of fact and forward Case #18016, reclassification of zoning of 136.38 acres located on the southeast corner of the North Cass Parkway and Interstate 49 interchange, from "BP" Business Park District to "PUD" Planned Unit Development District, to the City Council with a recommendation of approval.

CITY COUNCIL ACTION 1ST READING - 10/22/2018

The City Council, at its October 22, 2018 meeting, voted 7-0 to continue the public hearing and consideration of the case to the November 26, 2018 meeting.

CITY COUNCIL ACTION 1ST READING - 11/26/2018

The City Council, at its November 26, 2018 meeting, voted 7-0 to continue the public hearing and consideration of the case to the January 14, 2019 meeting.

To: Planning and Zoning Commission

From: Department of Public Works

Date: October 10, 2018

RE: Van Trust Industrial Development (Rezoning, and Site Plan)

The Public Works and Engineering Department reviewed the application(s) for VanTrust Development, and offers the following comments:

Background: The proposed land use along the I-49 Corridor has been included in the City's Growth Management Plans and associated updates since approximately 1994 and was used to develop the City's Transportation Master Plan.

Project Location: The project is located on Dean Avenue south of North Cass Parkway.

Impacts on Transportation System(s): Access to the site will be served by entrances along the proposed extension of Dean Avenue. Dean Avenue is classified as an Arterial Roadway. Arterial Roadways, specifically Dean Avenue, are designed to accommodate truck traffic. Furthermore, Dean Avenue was located and constructed to support all traffic generated by the development along the I-49 Corridor. Dean Avenue will be extended to serve all of the developments entrances. There will be a cul-de-sac at the end for traffic to turn around.

The proposed land use along the I-49 Corridor has been included in the City's Growth Management Plans and associated updates since approximately 1994.

The North Cass Interchange, including Dean Avenue, have been designed and constructed in accordance with the City's Transportation Master Plan to support this type and scale of development and the volumes of traffic associated with it, in addition to the future commercial land to the north, and the existing residential development surrounding the site.

Future Traffic Control Planning

The City is currently pursuing a traffic study that will address the timing, type and placement of traffic control devices to coordinate the movement of traffic throughout the area between Johnston Drive and North Cass Parkway.

The traffic study will help the City understand how and when to implement traffic control devices to better manage traffic throughout the area.

Adequate Public Facilities:

Sanitary Sewer System - The project will construct a sanitary sewer line to connect to the existing gravity sewer. The gravity sewer is located on the property to the east, which is owned by the same existing land owner.

This project will require the extension of the sewers through the project to provide a sewer main to all of the buildings. All connections to the individual buildings will be privately owned and maintained.

Water System - The project is served by Water District 10. They will be providing adequate water for the building and fire protection.

Storm Water System/Water Quality - Stormwater will be collected onsite in a detention basin. The plans call for all water quality standards to be met.

Summary: The Public Works Department has determined that the plans and specifications comply with the standards adopted by the City of Raymore with the above recommendations and that the existing facilities are of adequate size and capacity to support the proposed development. Specifically, the transportation network serving this site has been designed and constructed to accommodate all traffic generated by this proposed development as well as development of the surrounding area.



***Memorandum of Understanding
for
Raymore Industrial Development***

Legal Description Contained on Pages 2-3

**Between VanTrust Real Estate, LLC, Grantor,
Good-Otis LLC, Grantor,**

and

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

January 28, 2019

MEMORANDUM OF UNDERSTANDING

Raymore Industrial Development

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) FOR THE DEVELOPMENT OF THE RAYMORE INDUSTRIAL PLANNED UNIT DEVELOPMENT SUBDIVISION is made and entered into this 28th day of January, 2019, by and between VanTrust Real Estate, LLC (“Sub-Divider”); Good-Otis LLC (“Developer”), Sub-Divider and Developer 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 (“Grantee” or “City”).

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

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

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

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

GEOGRAPHIC LOCATION:

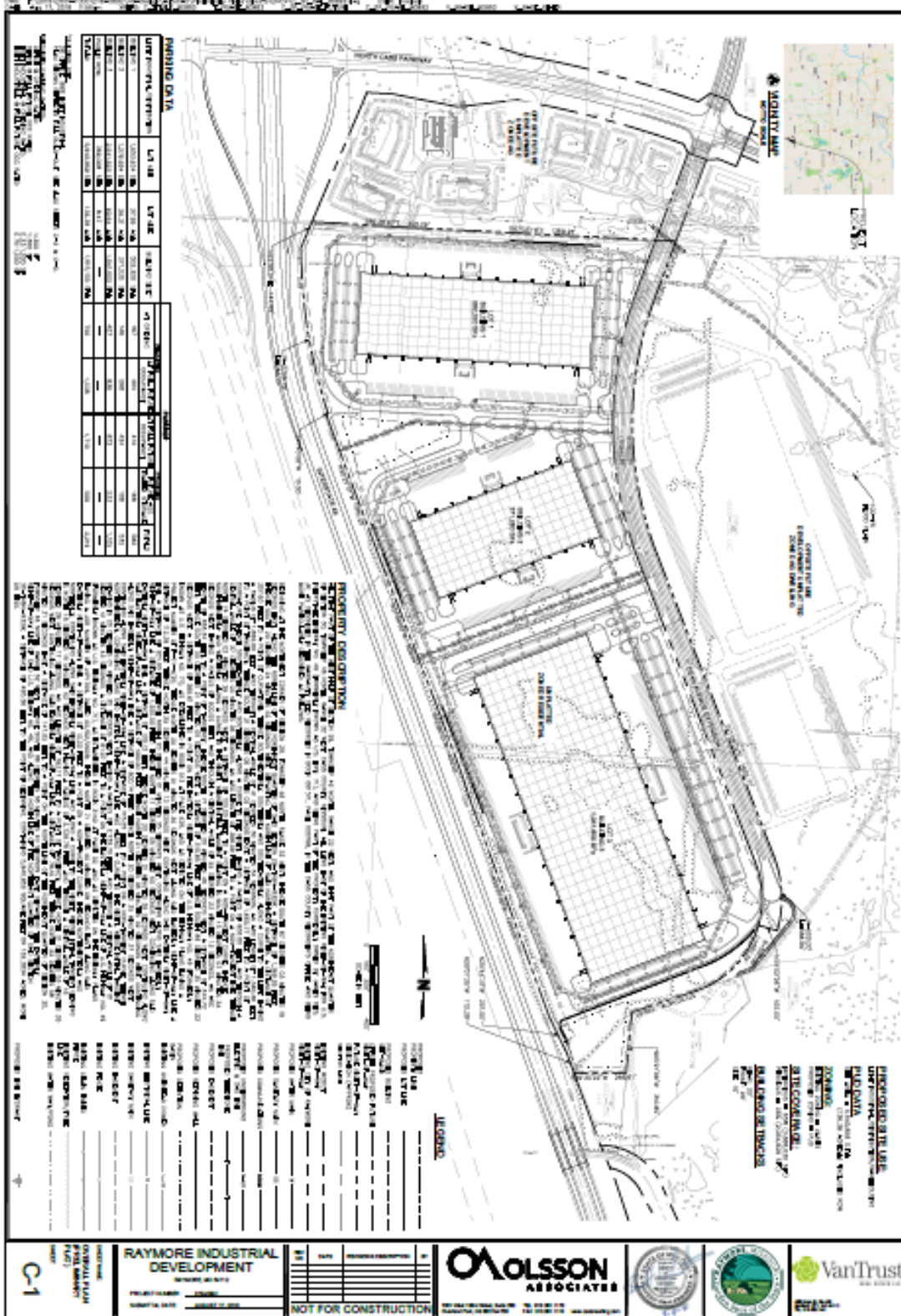
The provisions of this MOU shall apply to the following described property:

All that part of the West Half of Section 29, Township 46 North, Range 32 West, and that part of the Northeast Quarter of Section 30, Township 46 North, Range 32 West, Cass County, Missouri, all lying East of the existing right-of-way for U.S. Interstate Highway No. 49 (formerly known as U.S. Hwy. 71), and being part of the property currently owned by James Otis, Jr. as described in the Warranty Deed recorded in Book 001311, Page 000168, in the Cass County Recorder's Office, and being more particularly described as follows:

BEGINNING at the Northwest corner of Section 29, Township 46 North, Range 32 West; thence South 87 degrees 03 minutes 19 seconds East, along the North line of the Northwest Quarter of said Section 29-T46N-R32W, a distance of 1,369.26 feet; thence South 20 degrees 24 minutes 52 Seconds West, departing the North line of said Northwest Quarter, a distance of 307.60 feet, to a point of curvature; thence Southwesterly, Southerly and Southeasterly, along a curve to the left, having a radius of 1,850.00 feet, and through a central angle of 41 degrees 30 minutes 54 seconds, an arc length of 1,340.46 feet, to a point of tangency; thence South 21 degrees 06

Raymore Industrial Development Memorandum of Understanding

minutes 02 seconds East, a distance of 1,665.77 feet, to a point of curvature; thence Southeasterly and Southerly, along a curve to the right, having a radius of 600.00 feet, and through a central angle of 37 degrees 03 minutes 36 seconds, an arc length of 388.09 feet, to a point on a non-tangent line; thence North 74 degrees 02 minutes 26 seconds West, a distance of 100.00 feet, to a point on a non-tangent curve; thence Southwesterly and Westerly, along a curve to the right, whose initial tangent bearing is South 15 degrees 57 minutes 34 seconds West, having a radius of 500.00 feet, and through a central angle of 55 degrees 23 minutes 12 seconds, an arc length of 483.34 feet, to a point of tangency; thence South 71 degrees 20 minutes 46 seconds West, a distance of 344.72 feet; thence South 05 degrees 21 minutes 09 seconds West, a distance of 310.85 feet; thence South 89 degrees 35 minutes 22 seconds West, a distance of 266.61 feet, to a point on the Easterly Right-of-Way line of U.S. Highway No. 49 (formerly known as U.S. Highway No. 71), as established in Book 513 at Page 429, and as depicted on the Highway Plans having a project number of F-71-4(9); thence North 20 degrees 01 minutes 35 seconds West, along said Easterly Right-of-Way line, a distance of 112.39 feet; thence North 25 degrees 44 minutes 13 seconds West, continuing along said Easterly Right-of-Way line, a distance of 201.00 feet; thence North 20 degrees 01 minutes 35 seconds West, continuing along said Easterly Right-of-Way line, a distance of 1,200.00 feet; thence North 17 degrees 09 minutes 50 seconds West, continuing along said Easterly Right-of-Way line, a distance of 100.12 feet; thence North 20 degrees 01 minutes 35 seconds West, continuing along said Easterly Right-of-Way line, a distance of 400.00 feet; thence North 21 degrees 06 minutes 02 seconds West, continuing along said Easterly Right-of-Way line, a distance of 800.14 feet; thence North 20 degrees 25 minutes 37 seconds West, continuing along said Easterly Right-of-Way line, a distance of 715.25 feet, to a point on a non-tangent curve; thence Northwesterly, continuing along said Easterly Right-of-Way line, and along a curve to the right, whose initial tangent bearing is 20 degrees 01 minutes 35 seconds West, having a radius of 2,739.79 feet, and through a central angle of 01 degrees 41 minutes 43 seconds, a distance of 81.07 feet, to a point on the Easterly Right-of-Way line of U.S. Highway No. 49 (formerly known as U.S. Highway No. 71), as established in Book 3140 at Page 32, and as depicted on the Highway Plans having a job number of J4P1709, dated 05/02/2008; thence North 71 degrees 40 minutes 08 seconds East, along said Easterly Right-of-Way line, a distance of 10.00 feet, to a point on a non-tangent curve; thence Northwesterly and Northerly, continuing along said Easterly Right-of-Way line, and along a curve to the right, whose initial tangent bearing is North 18 degrees 19 minutes 52 seconds West, having a radius of 2,729.79 feet, and through a central angle of 16 degrees 26 minutes 17 seconds, an arc length of 783.17 feet, to a point of tangency; thence North 01 degrees 53 minutes 35 seconds West, continuing along said Easterly Right-of-Way line, a distance of 78.10 feet; thence North 22 degrees 58 minutes 31 seconds East, a distance of 147.65 feet, to a point on the North line of the Northeast Quarter of Section 30, Township 46 North, Range 32 West; thence South 86 degrees 38 minutes 40 seconds East, departing the Easterly Right-of-Way line of said U.S. Highway No. 49, and along the North line of the Northeast Quarter of said Section 30-T46N-R32W, a distance of 495.26 feet, to the POINT OF BEGINNING, containing 5,940,859 square feet or 136.3834 acres, more or less.



PRELIMINARY DEVELOPMENT PLAN

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

2. Zoning and Land Use

- a. The zoning for the entire Property shall be “PUD” Planned Unit Development District.
- b. Land Use
 - i. Except for the uses listed below, uses designated as permitted (“P”) in the “BP” and the “M-1” Industrial Districts in Section 410.020 of the Unified Development Code shall be permitted on all lots, subject to compliance with any special conditions.
 - a. Waste Related Use
 - ii. Uses designated as conditional (“C”) in in the “BP” and the “M-1” Industrial Districts in Section 410.020 of the Unified Development Code shall only be permitted upon approval of a Conditional Use Permit, subject to compliance with any special conditions.

3. Bulk and Dimensional Standards Table:

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

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

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

Minimum Landscaped Area	20%
Maximum Building Coverage	50%

4. **Outdoor Storage**

No outdoor storage of materials or products is allowed within the entire property identified herein as the Master Planned Industrial Community and as shown on the PUD Preliminary Development Plan, attached as Exhibit A.

5. **Landscaping & Screening**

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

6. **Parkland Dedication**

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

7. **Site Lighting**

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

8. **Parking**

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

Use	Minimum Parking Spaces Required
Office	1 space per 300 square feet
Manufacturing, Production and Industrial Service	1 space per 1,300 square feet
Warehousing	1 space per 1,300 square feet

- a. Required parking spaces shall be provided on the same lot as the use to which the parking serves.
- b. A reduction of up to 10 percent of the total parking requirement for a lot may be approved by staff where shared parking among businesses on different lots is provided by written agreement between the businesses and submitted to the City.
- c. Required parking spaces may be constructed as needed for each use occupying a building. The minimum parking spaces shall be provided as each use occupies the building.
- d. Parking for a building may be constructed in phases provided the required parking spaces are provided for each use identified in a building.

9. Trash and Recycling Services

All trash and recycling containers and equipment shall be screened in accordance with Section 430.110 of the Unified Development Code.

PHASING SCHEDULE

1. The Preliminary Development Plan is being approved without a defined phasing plan.
2. The Sub-Divider may construct the development in phases.

FINAL PLATS

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

3. Final plats shall be submitted in accordance with the Unified Development Code.
4. A final plat application shall be submitted within two years of the date of approval of the Preliminary Development Plan or the Preliminary Development Plan becomes null and void.
5. If the initial final plat does not include all of the land contained within the Preliminary Development Plan, then a subsequent final plat application shall be filed every five years from the date that the most recent final plat was approved or the Preliminary Development Plan becomes null and void.

SITE PLANS

1. A master site plan for the entire development may be submitted to the City by the Developer and/or Sub-Divider. The master site plan shall be reviewed in accordance with Section 470.160 of the Unified Development Code.
2. City staff is hereby granted authority to review and approve any amendment to the master site plan provided that all of the requirements of the Unified Development Code and any other applicable City requirement are met.
3. Any decision made by staff regarding an amendment to the master site plan may be appealed to the Planning and Zoning Commission.

TRANSPORTATION IMPROVEMENTS

1. Road Improvements

The parties agree that the following road improvements are necessary and shall be constructed by the Developer and/or Sub-Divider as outlined below.

a. Dean Avenue

- i. Dean Avenue shall be constructed as a collector road with a 100-foot right of way from North Cass Parkway south to the southern end of the proposed North Cass Plaza development, and with an 80-foot right-of-way thereafter.
- ii. Dean Avenue shall be constructed to the southern property line of each lot at the time the lot is developed.

- iii. A temporary cul-de-sac shall be installed for each phase of Dean Avenue that is constructed.
- iv. A permanent cul-de-sac shall be installed upon final platting and construction of a building on the southernmost lot of the development.

b. North Cass Parkway

- i. Improvements to North Cass Parkway shall be constructed as identified in the traffic study for the project, including the timing of when the improvements are necessary.

c. Access road to Owen-Good Lift Station

- ii. When Dean Avenue is extended to its southern terminus as part of this development an easement shall be provided by the Developer and/or Subdivider to allow the City to construct a gravel road to provide access from the Dean Avenue cul-de-sac south to the City of Raymore Owen-Good lift station.

2. Pedestrian Improvements

A five foot (5') sidewalk is required on both sides of Dean Avenue at the time the adjacent lot is developed.

3. Traffic Control Improvements

Traffic control improvements, which may include stop signs and/or traffic signal(s) shall be constructed and/or installed as identified in the traffic study for the project.

SANITARY SEWER IMPROVEMENTS

1. Sanitary sewer service shall be provided to each lot by the Developer and/or Sub-Divider. The line shall extend to the property line to provide service to adjacent properties.
2. All public improvements shall be installed in accordance with City standards. Before the installation of any sanitary sewer system improvements, the Developer and/or Sub-Divider shall have the engineering plans approved by the MoDNR and the City of Raymore.
3. The sanitary sewer shall be of sufficient size and depth to serve the tributary area identified in the City's Comprehensive Sewer Plan.

4. The Developer and/or Sub-Divider agree to pay any applicable sewer connection fees and rate charges.
5. All improvements must be approved by the City, constructed to City standards, and inspected by the City; and Developer and Sub-Divider agree to dedicate easements to the City in compliance with City standards for utility easements.

WATER MAIN IMPROVEMENTS

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

STORMWATER IMPROVEMENTS

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

STREAM ASSESSMENT

1. The Good Ranch Master Development Agreement, dated October 14, 2014, is applicable to the development.
2. An assessment of the geomorphic subarea watershed applicable to the development shall be completed by the Developer. The assessment shall be reviewed by the City and must be approved prior to the approval of the Preliminary Development Plan.

3. The assessment shall identify stream enhancements or other improvements necessary to minimize or eliminate current and anticipated geomorphic deficiencies identified by the assessment. Phasing of these enhancements or other improvements can coincide with phasing of building construction on the property.
4. Stream enhancements or other improvements identified by the City as necessary for a particular phase of the development shall be installed and completed by the Developer and/or Sub-Divider prior to the issuance of any Certificate of Occupancy.

INDUSTRIAL BUILDING STANDARDS

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

Primary building materials shall be varied and consist of materials such as stucco, stone, concrete tilt walls and brick.
 - b. **Color**

A unified color scheme shall be established to tie building elements together, relate separate (freestanding) buildings, and enhance architectural form.
 - c. **Building Form**
 - i. Both vertical and horizontal articulation shall be used to break up building form.
 - ii. Design features such as articulated bases, columns, pilasters, and arches shall be used to articulate building facades.
 - iii. Buildings shall incorporate variations in parapet height.
 - iv. Architectural treatments and materials shall be uniform on all four sides of the building.

d. **Architectural Features**

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

SIGNAGE

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

INSTALLATION AND MAINTENANCE OF PUBLIC IMPROVEMENTS

1. Before the installation of any improvements or the issuance of building permits for a Platted Area, Developer and/or Sub-Divider shall have all engineering plans approved by the City of Raymore.
2. Prior to the issuance of building permits, Developer and/or Sub-Divider shall install all public improvements as shown on approved engineering plans of said platted areas.
3. The Developer and/or 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 Developer and/or Sub-Divider shall be responsible for the installation of all improvements in accordance with the approved engineering plans. The Developer and/or Sub-Divider hereby agree 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 Developer's and/or 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 Developer's and/or 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 Developer and/or 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 Developer and/or 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 Developer and/or Sub-Divider agrees to pay to the City, a \$9 per acre fee for the placement and maintenance of outdoor warning sirens.

GENERAL PROVISIONS

1. The parties agree that execution of this agreement in no way constitutes a waiver of any requirements of applicable City ordinances with which Sub-Divider, VanTrust Real Estate LLC. and Developer, Good-Otis LLC 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 VanTrust Real Estate LLC and/or Developer, Good-Otis LLC, the City may withhold approval of any or all building permits, or suspend or revoke any issued permits, applied for in the development, until the

breach or breaches has or have been cured to the satisfaction of the City.

5. This agreement shall be recorded by the City and its covenants shall run with the land and shall bind the parties, their successors and assigns, in interest and title.
6. Any provision of this agreement which is not enforceable according to law will be severed heretofore and the remaining provisions shall be enforced to the fullest extent permitted by law. The terms of this agreement shall be construed and interpreted according to the laws of the State of Missouri. Venue for any dispute arising from, or interpretation of this agreement shall be in the Circuit Court of Cass County, Missouri.
7. The undersigned represent that they each have the authority and capacity from the respective parties to execute this Agreement. This Agreement shall not be effective until approved by ordinance duly enacted by the City Council of the City of Raymore, Missouri.
8. Whenever in this agreement it shall be required or permitted that notice or demand be given or served by either party to this agreement to or on the other party, such notice or demand shall be delivered personally or mailed by 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 VanTrust Real Estate, LLC at:

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

If to Good-Otis LLC at:

Good-Otis LLC.
Attn: Dave Otis
1464 Techny Road
Northbrook, IL 60062

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

(SEAL)

THE CITY OF RAYMORE, MISSOURI

Kristofer P. Turnbow, Mayor

Attest:

Jean Woerner, City Clerk

Sub-Divider – Signature

Printed Name

Sub-Divider – Signature

Printed Name

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

Stamp:

Notary Public: _____ My Commission Expires: _____

Developer – Signature

Printed Name

Developer – Signature

Printed Name

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

Stamp:

Notary Public: _____ My Commission Expires: _____



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: Jan. 14, 2019

SUBMITTED BY: Jim Cadoret

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 3420: Westbrook at Creekmoor Fifteenth 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: December 18, 2018
Action/Vote: Approval, 8-0

LIST OF REFERENCE DOCUMENTS ATTACHED

Staff Report
Development Agreement
Final Plat Drawing

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

Cooper Land Development Inc. filed a request for final plat approval for Westbrook at Creekmoor Fifteenth Final Plat, a 26-lot single-family development proposed west of Creekmoor Drive and north of Rannoch Lane. The development agreement outlines the requirements of the developer in completion of this phase of the subdivision.

BILL 3420

ORDINANCE

“AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, APPROVING THE FINAL PLAT FOR WESTBROOK AT CREEKMOOR FIFTEENTH PLAT LOTS 406 THROUGH 431 AND TRACT RR, LOCATED IN SECTION 4, TOWNSHIP 46N, RANGE 32W, RAYMORE, CASS COUNTY, MISSOURI.”

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

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

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

Section 1. The City Council hereby 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 Westbrook at Creekmoor Fifteenth Plat Lots 406 through 431 and Tract RR is approved for the tract of land described below:

A TRACT OF LAND IN THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 46 NORTH, RANGE 32 WEST, IN THE CITY OF RAYMORE, CASS COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF LOT 365, WESTBROOK AT CREEKMOOR TWELFTH PLAT, A SUBDIVISION IN SAID CITY, COUNTY AND STATE; THENCE SOUTH 64°45'31" EAST, ALONG THE SOUTHWESTERLY LINE OF SAID LOT, A DISTANCE OF 269.73 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF CREEKMOOR DRIVE AS ESTABLISHED BY SAID PLAT; THENCE SOUTHWEST ALONG A CURVE TO THE LEFT HAVING AN INITIAL TANGENT BEARING OF SOUTH 11°41'53" WEST, A RADIUS OF 500.00 FEET, A CENTRAL ANGLE OF 2°37'49", FOR AN ARC LENGTH OF 22.95 FEET TO A POINT OF REVERSE CURVE; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 85°32'43", FOR AN ARC LENGTH OF 22.40 FEET; THENCE SOUTH 4°36'47" WEST, A DISTANCE OF 50.00 FEET; THENCE SOUTHEASTERLY ALONG A CURVE TO THE RIGHT HAVING AN INITIAL TANGENT BEARING OF SOUTH 85°23'13" EAST, A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 85°32'43", FOR AN ARC LENGTH OF 22.40 FEET TO A POINT OF REVERSE CURVE; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 500.00 FEET, A CENTRAL ANGLE OF 8°15'36", FOR AN ARC LENGTH OF 72.08 FEET TO THE NORTHEAST CORNER OF LOT 364, WESTBROOK AT CREEKMOOR THIRTEENTH PLAT, A SUBDIVISION IN SAID CITY, COUNTY AND STATE; THENCE SOUTH 88°23'00" WEST, ALONG THE NORTH LINE OF SAID LOT, A DISTANCE OF 129.75 FEET TO THE NORTHWEST CORNER THEREOF; THENCE SOUTH 4°56'19" EAST, ALONG THE WEST LINE OF SAID LOT, A DISTANCE OF 102.42 FEET TO THE NORTHWEST CORNER OF LOT 363 OF LAST SAID PLAT; THENCE SOUTH 17°37'48" EAST,

ALONG THE WEST LINE OF SAID LOT 363, A DISTANCE OF 115.51 FEET TO THE NORTHWEST CORNER OF LOT 362 OF SAID WESTBROOK AT CREEKMOOR TWELFTH PLAT; THENCE SOUTH 8°15'23" EAST, ALONG THE WEST LINE OF SAID LOT 362 AND LOT 361, A DISTANCE OF 178.44 FEET TO THE SOUTHWEST CORNER OF SAID LOT 361; THENCE SOUTH 83°28'51" WEST, ALONG THE NORTH LINE OF LOTS 359, 358, 357, 356 AND 355 OF SAID TWELFTH PLAT, A DISTANCE OF 391.24 FEET TO THE NORTHWEST CORNER OF SAID LOT 355; THENCE SOUTH 65°58'38" WEST, ALONG THE NORTHERLY LINE OF LOT 354 OF LAST SAID PLAT, A DISTANCE OF 87.27 FEET TO THE NORTHWEST CORNER THEREOF; THENCE SOUTH 8°30'32" EAST, ALONG THE WESTERLY LINE OF SAID LOT, A DISTANCE OF 127.31 FEET TO THE SOUTHWEST CORNER THEREOF; SAID POINT BEING ON THE NORTHERLY RIGHT OF WAY LINE OF RANNOCH LANE AS ESTABLISHED BY SAID TWELFTH PLAT; THENCE SOUTHWEST, THIS AND SUBSEQUENT COURSES ALONG SAID NORTHERLY RIGHT OF WAY LINE, ALONG A CURVE TO THE LEFT HAVING AN INITIAL TANGENT BEARING OF SOUTH 68°06'11" WEST, A RADIUS OF 775.00 FEET, A CENTRAL ANGLE OF 4°05'27", FOR AN ARC LENGTH OF 55.33 FEET TO A POINT OF REVERSE CURVE; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 150.00 FEET, A CENTRAL ANGLE OF 39°06'45", FOR AN ARC LENGTH OF 102.40 FEET TO A POINT OF TANGENCY; THENCE NORTH 76°52'32" WEST, A DISTANCE OF 6.03 FEET; THENCE ALONG A CURVE TO THE RIGHT TANGENT TO THE LAST DESCRIBED COURSE HAVING A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 90°00'00", FOR AN ARC LENGTH OF 23.56 FEET; THENCE NORTH 76°52'32" WEST, DEPARTING SAID RIGHT OF WAY LINE, A DISTANCE OF 50.00 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF HILLSWICK LANE AS ESTABLISHED BY SAID TWELFTH PLAT; THENCE SOUTH 13°07'28" WEST, ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 50.48 FEET TO THE NORTHEAST CORNER OF LOT 353 OF LAST SAID PLAT; THENCE NORTH 76°52'32" WEST, ALONG THE NORTHERLY LINE OF SAID LOT AND ITS WESTERLY EXTENSION, A DISTANCE OF 179.44 FEET; THENCE NORTH 13°35'51" EAST, A DISTANCE OF 72.56 FEET; THENCE NORTH 22°37'42" EAST, A DISTANCE OF 236.50 FEET; THENCE NORTH 37°59'14" EAST, A DISTANCE OF 722.99 FEET; THENCE NORTH 72°34'55" EAST, A DISTANCE OF 126.37 FEET TO THE POINT OF BEGINNING CONTAINING 446,374 SQUARE FEET OR 10.247 ACRES, MORE OR LESS.

Section 3. The Development Agreement between the City of Raymore, Missouri, and Cooper Land Development, Inc., is approved and the Mayor is authorized to execute the contract on behalf of the City.

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

- Norwood Court and Hillswick Lane, at northeast corner
- Hillswick Lane and Creekmoor Drive, at southwest corner

Section 5. Effective Date. The effective date of approval of this Ordinance shall be coincidental with the Mayor's signature and attestation by the City Clerk.

Section 6. Severability. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct,

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

DULY READ THE FIRST TIME THIS 14TH DAY OF JANUARY, 2019.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 28TH DAY OF JANUARY, 2019, BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Barber
Councilmember Berendzen
Councilmember Burke III
Councilmember Circo
Councilmember Holman
Councilmember Kellogg
Councilmember Townsend

ATTEST:

APPROVE:

Jean Woerner, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature

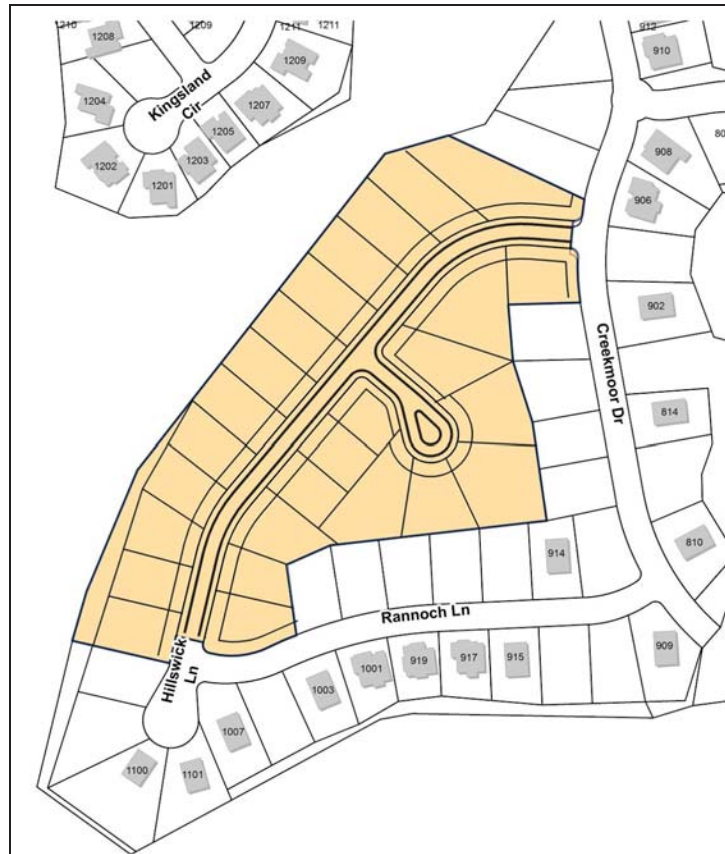


To: City Council
From: Planning and Zoning Commission
Date: January 14, 2019
Re: Case #18029 - Westbrook at Creekmoor 15th Plat

GENERAL INFORMATION

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

Property Location: Creekmoor Drive and Hillswick Lane



2016 Aerial Photograph:



Existing Zoning: “PUD” Planned Unit Development

Existing Surrounding Zoning: **North:** “PUD” Planned Unit Development

South: “PUD” Planned Unit Development

East: “PUD” Planned Unit Development

West: “PUD” Planned Unit Development

Existing Surrounding Uses: **North:** Single Family Residential, Golf Course

South: Single Family Residential, Golf Course

East: Single Family Residential, Golf Course

West: Golf Course; 18th Hole.

Total Tract Size: 10.27 acres

Total Number of Lots: 26 Lots; 1 Tract

Density – units per Acre: 2.54

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 Creekmoor Drive, Rannoch Lane, and proposed Hillswick Lane as local roads.

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

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

PROPOSAL

Outline of Requested Action: The applicant seeks to obtain Final Plat approval for *Westbrook at Creekmoor Fifteenth Plat - Lots 406 thru 4431, and Tract*

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

PREVIOUS ACTIONS ON OR NEAR THE PROPERTY

1. The Preliminary Plan and Memorandum of Understanding (MOU) for Creekmoor were approved by City Council on January 26, 2004.
2. The Westbrook at Creekmoor Fourteenth Plat was approved by the City of Raymore on June 25, 2018

ENGINEERING DIVISION COMMENTS

In its attached memorandum the Engineering Division indicated the proposed final plat complies with the design standards of the City of Raymore and recommends approval of the final plat.

STAFF COMMENTS

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

Requirements	
Minimum Lot Area	
per lot	8,400 sq.ft.
per dwelling unit	8,400 sq.ft.
Minimum Lot Width (ft.)	70; 30 for cul-de-sac lots
Minimum Lot Depth (ft.)	100
Yards, Minimum (ft.)	

Front	25
rear	25
side corner	20
side	7.5
Maximum Building Height (feet)	35
Maximum Building Coverage (%)	30

- In addition to the standard public improvements (street, storm and sanitary), intersection improvements including right-turn lane modifications will be installed at the north side of the MO-58 and Foxridge Drive intersection. These improvements will be accepted as part of all other public improvements.

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:

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

The proposed final plat, including street names and road alignments are substantially the same as the approved preliminary plat.

- 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.

- 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	December 18, 2018	January 14, 2019	January 28, 2019

STAFF RECOMMENDATION

Staff recommends that the Planning and Zoning Commission accept the staff proposed findings of fact and forward Case #18029 Westbrook at Creekmoor Fifteenth Final Plat to the City Council with a recommendation of approval.

PLANNING COMMISSION RECOMMENDATION 12/18/2018

The Planning and Zoning Commission at its December 18, 2018 meeting, voted 8-0 to accept the staff proposed findings of fact and forward Case #18029 Westbrook at Creekmoor Fifteenth Final Plat to the City Council with a recommendation of approval.

To: Planning and Zoning Commission

From: Department of Public Works

Date: December 13, 2018

RE: Westbrook 15 (Final Plat)

The Public Works and Engineering Department has reviewed the application for Westbrook 15, and offers the following comments:

Project Location: The development phase is located in Creekmoor along Creekmoor Drive, near the central area of the development.

Impacts on Transportation System(s): Access to the phase will be served by a connection to Creekmoor Drive. The current roadway network is sufficient for the development phase. Modifications will also be made to Foxridge Drive between Granada Drive and 58 Highway to provide a right turn lane for south bound traffic at 58 Highway.

Adequate Public Facilities:

Sanitary Sewer System - The project will be served by an existing gravity sewer that has manholes on each street in the phase.

Water System - The project is served by extending existing water mains. There is sufficient flow for the phase of the development.

Storm Water System/Water Quality - Stormwater will be collected onsite in the lake. The plans call for all water quality standards to be met.

Summary: The Public Works department has determined that the plans and specifications comply with the standards adopted by the City of Raymore with the above recommendations and that the existing facilities are of adequate size and capacity to support the proposed development.



Development Agreement

For

***Westbrook at Creekmoor Fifteenth Plat
Lots 406 thru 431, and Tract RR***

Legal Description Contained on Page 2 & 3

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

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

January 28, 2019

DEVELOPMENT AGREEMENT

THIS AGREEMENT, MADE THIS 28th day of January, 2019, by and between, **Cooper Land Development, Inc.** hereinafter referred to as "Sub-divider" and the City of Raymore, Missouri, a Municipal Corporation, hereinafter referred to as "City".

WHEREAS, Sub-divider seeks to obtain approval from the City for a subdivision to be known as **Westbrook at Creekmoor Fifteenth Plat Lots 406 thru 431, and Tract RR** 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: **Westbrook at Creekmoor Fifteenth Plat Lots 406 thru 431, and Tract RR:**

A TRACT OF LAND IN THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 46 NORTH, RANGE 32 WEST, IN THE CITY OF RAYMORE, CASS COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF LOT 365, WESTBROOK AT CREEKMOOR TWELFTH PLAT, A SUBDIVISION IN SAID CITY, COUNTY AND STATE; THENCE SOUTH 64°45'31" EAST, ALONG THE SOUTHWESTERLY LINE OF SAID LOT, A DISTANCE OF 269.73 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF CREEKMOOR DRIVE AS ESTABLISHED BY SAID PLAT; THENCE SOUTHWEST ALONG A CURVE TO THE LEFT HAVING AN INITIAL TANGENT BEARING OF SOUTH 11°41'53" WEST, A RADIUS OF 500.00 FEET, A CENTRAL ANGLE OF 2°37'49", FOR AN ARC LENGTH OF 22.95 FEET TO A POINT OF REVERSE CURVE; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 85°32'43", FOR AN ARC LENGTH OF 22.40 FEET; THENCE SOUTH 4°36'47" WEST, A DISTANCE OF 50.00 FEET; THENCE SOUTHEASTERLY ALONG A CURVE TO THE RIGHT HAVING AN INITIAL TANGENT BEARING OF SOUTH 85°23'13" EAST, A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 85°32'43", FOR AN ARC LENGTH OF 22.40 FEET TO A POINT OF REVERSE CURVE; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 500.00 FEET, A CENTRAL ANGLE OF 8°15'36", FOR AN ARC LENGTH OF 72.08 FEET TO THE NORTHEAST CORNER OF LOT 364, WESTBROOK AT CREEKMOOR THIRTEENTH PLAT, A SUBDIVISION IN SAID CITY, COUNTY AND STATE; THENCE SOUTH 88°23'00" WEST, ALONG THE NORTH LINE OF SAID LOT, A DISTANCE OF 129.75 FEET TO THE NORTHWEST CORNER THEREOF; THENCE SOUTH 4°56'19" EAST, ALONG THE WEST LINE OF SAID LOT, A DISTANCE OF 102.42 FEET TO THE NORTHWEST CORNER OF LOT 363 OF LAST SAID PLAT; THENCE SOUTH 17°37'48" EAST, ALONG THE WEST LINE OF SAID LOT 363, A DISTANCE OF 115.51 FEET TO THE NORTHWEST CORNER OF LOT 362 OF SAID WESTBROOK AT CREEKMOOR TWELFTH PLAT; THENCE SOUTH 8°15'23" EAST, ALONG THE WEST LINE OF SAID LOT 362 AND LOT 361, A DISTANCE OF 178.44 FEET TO THE SOUTHWEST CORNER OF SAID LOT 361; THENCE SOUTH 83°28'51" WEST, ALONG THE NORTH LINE OF LOTS 359, 358, 357, 356 AND 355 OF SAID TWELFTH PLAT, A DISTANCE OF 391.24 FEET TO THE NORTHWEST CORNER OF SAID LOT 355;

THENCE SOUTH 65°58'38" WEST, ALONG THE NORTHERLY LINE OF LOT 354 OF LAST SAID PLAT, A DISTANCE OF 87.27 FEET TO THE NORTHWEST CORNER THEREOF; THENCE SOUTH 8°30'32" EAST, ALONG THE WESTERLY LINE OF SAID LOT, A DISTANCE OF 127.31 FEET TO THE SOUTHWEST CORNER THEREOF; SAID POINT BEING ON THE NORTHERLY RIGHT OF WAY LINE OF RANNOCH LANE AS ESTABLISHED BY SAID TWELFTH PLAT; THENCE SOUTHWEST, THIS AND SUBSEQUENT COURSES ALONG SAID NORTHERLY RIGHT OF WAY LINE, ALONG A CURVE TO THE LEFT HAVING AN INITIAL TANGENT BEARING OF SOUTH 68°06'11" WEST, A RADIUS OF 775.00 FEET, A CENTRAL ANGLE OF 4°05'27", FOR AN ARC LENGTH OF 55.33 FEET TO A POINT OF REVERSE CURVE; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 150.00 FEET, A CENTRAL ANGLE OF 39°06'45", FOR AN ARC LENGTH OF 102.40 FEET TO A POINT OF TANGENCY; THENCE NORTH 76°52'32" WEST, A DISTANCE OF 6.03 FEET; THENCE ALONG A CURVE TO THE RIGHT TANGENT TO THE LAST DESCRIBED COURSE HAVING A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 90°00'00", FOR AN ARC LENGTH OF 23.56 FEET; THENCE NORTH 76°52'32" WEST, DEPARTING SAID RIGHT OF WAY LINE, A DISTANCE OF 50.00 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF HILLSWICK LANE AS ESTABLISHED BY SAID TWELFTH PLAT; THENCE SOUTH 13°07'28" WEST, ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 50.48 FEET TO THE NORTHEAST CORNER OF LOT 353 OF LAST SAID PLAT; THENCE NORTH 76°52'32" WEST, ALONG THE NORTHERLY LINE OF SAID LOT AND ITS WESTERLY EXTENSION, A DISTANCE OF 179.44 FEET; THENCE NORTH 13°35'51" EAST, A DISTANCE OF 72.56 FEET; THENCE NORTH 22°37'42" EAST, A DISTANCE OF 236.50 FEET; THENCE NORTH 37°59'14" EAST, A DISTANCE OF 722.99 FEET; THENCE NORTH 72°34'55" EAST, A DISTANCE OF 126.37 FEET TO THE POINT OF BEGINNING CONTAINING 446,374 SQUARE FEET OR 10.247 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 May 2016.
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.

FEES, BONDS & INSURANCE

1. 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.

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 design and construct the right-turn lane modifications at the intersection of Foxridge Drive and Foxwood Drive, and design and construct the median improvements along Foxridge Drive between Granada Drive and Foxwood Drive, as part of the installation of public improvements for ***Westbrook at Creekmoor Fifteenth Plat Lots 406 thru 431, and Tract RR.***

3. The Sub-divider agrees to establish a homeowners association or other similar mechanism approved by the City to perpetually maintain all open space, storm water detention areas, and vacant tracts within ***Westbrook at Creekmoor Fifteenth Plat Lots 406 thru 431, and Tract RR.***

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

10. 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 the Sub-divider, at:

City Manager
100 Municipal Circle
Raymore, MO 64083

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

11. The Sub-divider acknowledges that this plat will expire within one year of the date the Raymore City Council approves an ordinance approving **Westbrook at Creekmoor Fifteenth Plat Lots 406 thru 431, and Tract RR**; 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 **Westbrook at Creekmoor Fifteenth Plat Lots 406 thru 431, and Tract RR**.

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

(SEAL)

THE CITY OF RAYMORE, MISSOURI

Kristofer P. Turnbow, Mayor

Attest:

Jean Woerner, City Clerk

Sub-divider – Signature

Printed Name

Sub-divider – Signature

Printed Name

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

Stamp:

Notary Public: _____ My Commission Expires: _____

Attachment A

FEE CALCULATION FOR WESTBROOK AT CREEKMOOR FIFTEENTH PLAT

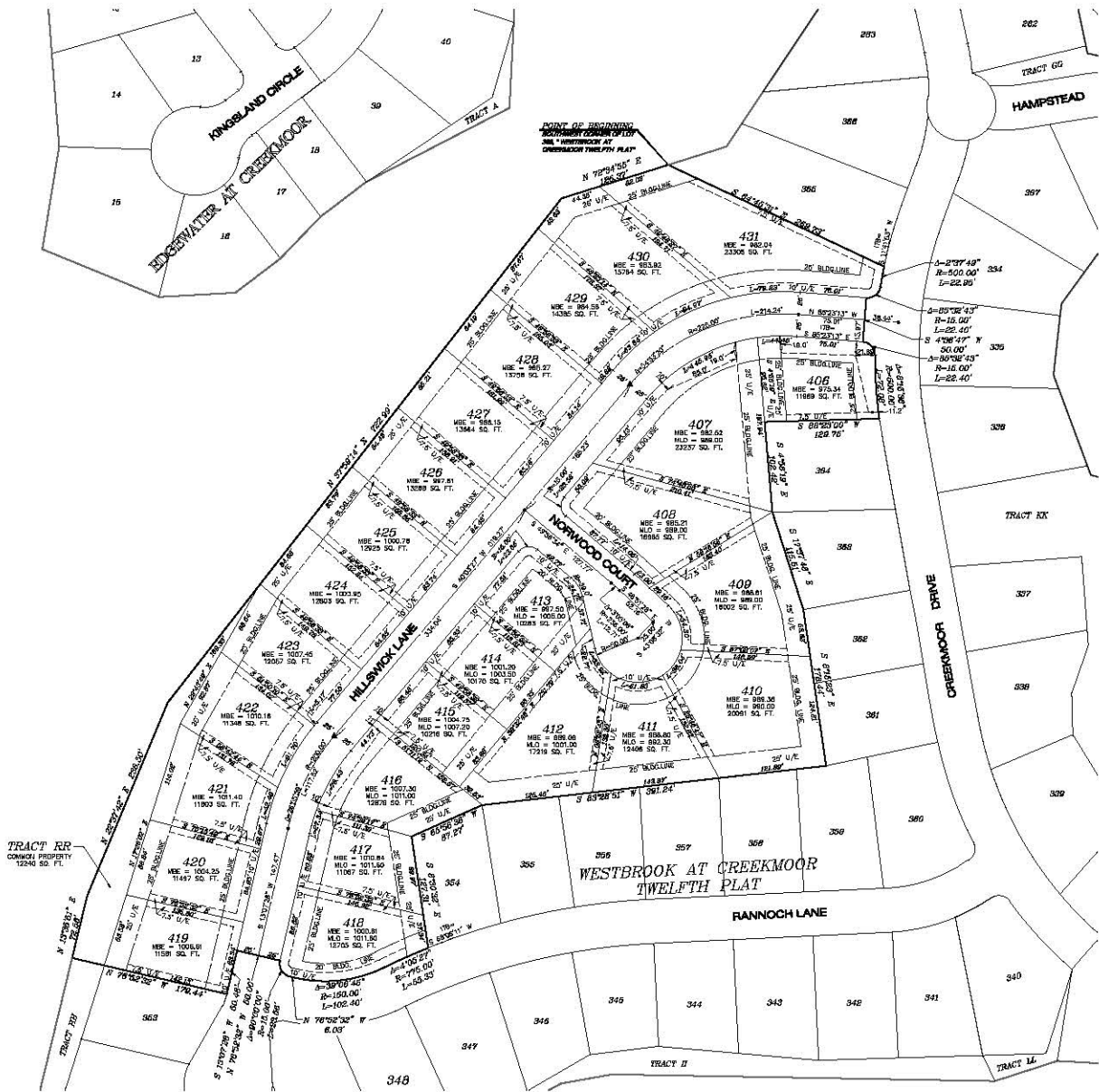
Total Cost for 'New' Public Improvements: \$481,559

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

1	Land Disturbance Permit Fee. [455.010B] 01-00-4170-0000 If fee paid prior to recording of plat, receipt # _____ <i>*must be paid prior to issuance of a land disturbance permit</i>	\$500.00
2	Erosion Control Financial Security Deposit: Developer shall provide financial security for erosion control in the amount of \$1,000 per acre. The first \$5,000 of the financial security must be by cash deposit to the City. [455.010F] 60-00-2811-0000 If deposit paid prior to recording of plat, receipt# _____ <i>*must be paid prior to issuance of a land disturbance permit</i>	\$5,000.00
	Additional erosion control financial security (The remaining deposit above the first \$5,000 due can be paid in cash) [455.010F]: (9.28 ac. total disturbed) If deposit paid prior to recording of plat, receipt# _____ If letter of credit submitted: financial institution: _____ renewal date of letter of credit: _____ <i>*must be paid prior to issuance of a land disturbance permit</i>	\$4,280.00
3	Infrastructure Construction Plan Review Fee: An amount equal to one percent (1%) of the estimated public improvement costs performed by the developer. [445.020H1] 01-00-4182-0000 <i>*must be paid prior to issuance of a construction permit</i>	\$4,815.59
4	Infrastructure Construction Inspection Fee: An amount equal to five percent (5%) of the estimated public improvement costs performed by the developer. [445.020H2] 01-00-4165-0000 <i>*must be paid prior to issuance of a construction permit</i>	\$24,077.95
5	Emergency Outdoor Warning Siren Fee: \$9.00 per acre (10.247 acres) [Schedule of Fees and Charges] 01-00-4185-0000	\$92.22

TOTAL FEES TO BE PAID PRIOR TO RECORDING PLAT.....\$92.22
TOTAL FEES TO BE PAID PRIOR TO ISSUANCE OF A LAND DISTURBANCE PERMIT..... \$9,780.00
TOTAL FEES TO BE PAID PRIOR TO ISSUANCE OF A CONSTRUCTION PERMIT FOR PUBLIC IMPROVEMENTS..... \$28,893.54

4-45-33
 18-08-1176-1P
 WESTBROOK AT CREEKMOOR
 SHEET 2



FINAL PLAT
**WESTBROOK AT CREEKMOOR-
 FIFTEENTH PLAT**
 LOTS 406 THROUGH 431, AND TRACT RR
 A SUBDIVISION IN RAYMORE, CASS COUNTY, MISSOURI
 SECTION 4, TOWNSHIP 48 N, RANGE 32 W

- NOTES:**
1. THE FOLLOWING STANDARD MONUMENTATION WILL BE SET UPON COMPLETION OF CONSTRUCTION ACTIVITIES WITH THIS PLAT OR WITHIN 12 MONTHS OF THE RECORDING OF THIS PLAT, WHICHEVER IS EARLIER.
 SETBACK MONUMENTS:
 12" HIGH BARS WITH PLASTIC CAP STAMPED "M&C MLS 730 KLB 3" SET AT ALL REAR LOT CORNERS AND OTHER POINTS MARKED "M" ON THIS PLAT.
 PERMANENT MONUMENTS:
 5/8" IRON BAR WITH ALUMINUM CAP STAMPED "M&C MLS 730 KLB 3" SET AT CORNERS MARKED "A" ON THIS PLAT.
 CURB MONUMENTS:
 CURBS ARE NOTICED AT THE PROLONGATION OF THE INTERIOR SIDE LOT LINES.
 2. THE BOUNDARIES SHOWN ON THIS PLAT ARE BASED UPON THE MISSOURI COORDINATE SYSTEM OF 1983, WEST ZONE, AT JACKSON COUNTY CONTROL MONUMENT (M-78) (SEE ADJUSTMENT) USING A GRID FACTOR OF 0.999988.
 3. THE PROPERTY SHOWN HEREON IS LOCATED IN ZONE "X" (UNSHADED) AREA DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, AS SHOWN ON THE FLOOD INSURANCE RATE MAP NO. 2607C0202F, REVISED JANUARY 2, 2013 AND NO. 2607C0202F, REVISED JANUARY 2, 2015 AND FURTHER REVISED BY THE LOWRY-F ON AUGUST 23, 2017, CASE NO. 17-07-1888A.
 4. THE ABBREVIATION "MBE" SHOWN HEREON DENOTES MINIMUM BASEMENT ELEVATION.
 5. THE ABBREVIATION "MLO" SHOWN HEREON DENOTES MINIMUM LOW OPENING ELEVATION.

LEGEND	
---	SETBACK LINE
---	UTILITY & DRAINAGE EASEMENT
---	BOUNDARY
---	COMBINATION BLDG SETBACK LINE & UTILITY/DRAINAGE EASEMENT LINE

SURVEYOR'S CERTIFICATION:
 I HEREBY CERTIFY THAT I HAVE MADE A SURVEY OF THE PREMISES DESCRIBED HEREIN WHICH MEETS OR EXCEEDS THE CURRENT MISSOURI STANDARDS FOR PROPERTY BOUNDARY SURVEY AS ADOPTED BY THE MISSOURI BOARD FOR ARCHITECTS, PROFESSIONAL ENGINEERS, PROFESSIONAL LAND SURVEYORS AND LANDSCAPE ARCHITECTS AND I FURTHER CERTIFY THAT I HAVE COMPLIED WITH ALL STATUTORY OBLIGATIONS, AND REGULATIONS GOVERNING THE PRACTICE OF SURVEYING AND PLATTING OF SUBDIVISIONS, AND THAT THE RESULTS OF SAID SURVEY ARE REPRESENTED ON THIS PLAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF.

SHEET 2 OF 2



ANDERSON
 SURVEY COMPANY
 203 N. W. EXECUTIVE WAY
 LEE'S SUMMIT, MISSOURI 64083
 (816) 246-5000

4-45-33
 18-08-1176-1P
 WESTBROOK AT CREEKMOOR
 SHEET 2

MISSOURI STATE CERTIFICATE OF AUTHORITY, 000072

PHILIP J. HENNING, PLS 2076



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: Jan. 14, 2019

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 3422: Budget Amendment - Police Firing Range

STRATEGIC PLAN GOAL/STRATEGY

4.3.3: Demonstrate our dedication to ethical behavior and transparency

FINANCIAL IMPACT

Award To:
Amount of Request/Contract:
Amount Budgeted: \$46,842
Funding Source/Account#: Capital Imp Fund 45 to Restricted Revenue Fund 04

PROJECT TIMELINE

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

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

In FY2013, the police firing range was budgeted in the Capital Improvement Fund (45). Rent and improvements for the firing range are expensed as incurred each year. Staff desires to move the balance of this project to the Restricted Revenue Fund (04) for all future expenses.

BILL 3422

ORDINANCE

“AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING AN AMENDMENT TO THE FISCAL YEAR 2013 CAPITAL BUDGET.”

WHEREAS, the Police Firing Range was budgeted in the Capital Improvement Fund (45) at \$100,000 in FY 2013; and

WHEREAS, it is desired to move the remaining balance of \$46,842 from the Capital Improvement Fund and into the Restricted Revenue Fund (04) for all future firing range capital and leasing expenses; and

WHEREAS, staff recommends amending the FY 2013 Capital Budget.

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

Section 1. The City Manager is directed to move the remaining Firing Range balance of \$46,842 in the FY2013 Capital Improvement Budget (45) to the Restricted Revenue Fund (04).

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 14TH DAY OF JANUARY, 2019.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 28TH DAY OF JANUARY, 2019, BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Barber
Councilmember Berendzen
Councilmember Burke III
Councilmember Circo
Councilmember Holman
Councilmember Kellogg
Councilmember Townsend

ATTEST:

APPROVE:

Jean Woerner, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: Jan. 14, 2019

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 3423: Budget Amendment - Department Organization Charts

STRATEGIC PLAN GOAL/STRATEGY

4.2.2 Strengthen our environment of placing a priority on retaining employees

FINANCIAL IMPACT

Award To:

Amount of Request/Contract:

Amount Budgeted: \$106,398

Funding Source/Account#: Move from Communications (12) to Administration (01)

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

Exhibit A - replacement organizational charts

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

The City Manager recommended the promotion of the Communications Director to the Assistant City Manager so it is necessary to move the expenses associated with that position to the Administration Department and remove the Communications Director position from the chart.

The City Manager hired an Accountant in the Finance Department so it is necessary to add the Accountant position to the chart and remove the Assistant Finance Director position.

BILL 3423

ORDINANCE

“AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AMENDING THE FISCAL YEAR 2019 OPERATING BUDGET.”

WHEREAS, the Fiscal Year 2019 operating budget was adopted by the Raymore City Council and contains organizational charts and FTE (Full Time Equivalent) listings throughout; and

WHEREAS, during 2019 the City Manager created a new organizational structure for City personnel and departments that included an Assistant City Manager and an Accountant; and

WHEREAS, the City Manager recommended the elimination of the 1.0 FTE for the Assistant Finance Director and the elimination of the 1.0 FTE for the Communications Director in the Communications Department; and

WHEREAS, staff recommends reallocation of the remaining Communications Director salary and benefits to the Administration Department; and

WHEREAS, Exhibit A includes the replacement organizational charts for Administration, Communications and Finance and it is necessary to approve an amendment to each of these pages of the budget document.

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

Section 1. The City of Raymore Fiscal Year 2019 Operating Budget is amended as follows:

<u>Expenditures</u>	<u>Budgeted</u>	<u>Amended Budget</u>	<u>Change</u>
General Fund - Administration (01-01)	\$1,047,981	\$1,154,379	\$106,398
General Fund - Communications (01-12)	\$302,946	\$196,548	\$(106,398)

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

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

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

DULY READ THE FIRST TIME THIS 14TH DAY OF JANUARY, 2019.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 28TH DAY OF JANUARY, 2019, BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Barber
Councilmember Berendzen
Councilmember Burke III
Councilmember Circo
Councilmember Holman
Councilmember Kellogg
Councilmember Townsend

ATTEST:

APPROVE:

Jean Woerner, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature

ADMINISTRATION

By Category

	2015-16 Actual	2016-17 Actual	2017-18 Council Adopted	2017-18 Council As Amended	2017-18 Projected	2018-19 Department Requested	2018-19 C.M. Proposed	2018-19 Council Adopted
Personnel	738,257	605,372	631,212	631,212	616,938	651,501	651,501	765,899
Commodities	25,586	11,595	15,778	15,778	25,285	12,728	12,728	12,728
Maintenance and Repairs	2,344	2,743	2,500	2,500	2,340	2,500	2,500	2,500
Utilities	0	0	0	0	0	0	0	0
Contractual	386,424	374,364	323,307	323,307	316,393	333,721	333,721	348,721
Capital Outlay	0	0	5,000	5,000	5,000	0	0	0
Debt Service	6,346	0	0	0	0	0	0	0
Transfers/Miscellaneous	26,160	19,160	26,145	126,145	126,145	24,531	24,531	24,531
Total	1,185,116	1,013,233	1,003,942	1,103,942	1,092,101	1,024,981	1,024,981	1,154,379

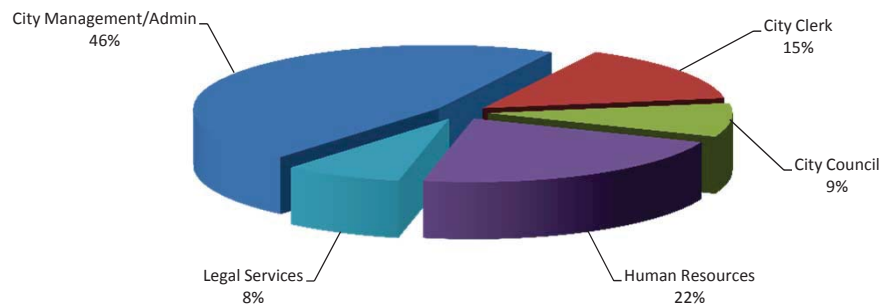
Position Control Roster

	2016-17 Actual	2017-18 Actual	2018-19 Adopted
City Manager	1.00	1.00	1.00
Assistant City Manager	0.00	0.00	1.00
City Clerk	1.00	1.00	1.00
Deputy City Clerk	1.00	1.00	1.00
Manager, Human Resources	1.00	1.00	1.00
Administrative Assistant	1.00	1.00	1.00
Office Assistant	1.00	1.00	1.00
Total FTE	6.00	6.00	7.00

By Program

	2018-19 Adopted
City Management/Admin	537,057
City Clerk	171,118
City Council	99,324
Human Resources	256,880
Legal Services	90,000
Total	1,154,379

Program as a Percentage of the Department Budget



COMMUNICATIONS

By Category

	2015-16 Actual	2016-17 Actual	2017-18 Council Adopted	2017-18 Council As Amended	2017-18 Projected	2018-19 Department Requested	2018-19 C.M. Proposed	2018-19 Council Adopted
Personnel	0	145,705	199,168	199,168	190,684	201,046	201,046	94,648
Commodities	0	7,924	6,500	6,500	5,000	6,500	6,500	6,500
Maintenance and Repairs	0	0	0	0	0	0	0	0
Utilities	0	0	0	0	0	0	0	0
Contractual	0	30,934	92,100	92,100	92,100	93,400	93,400	95,400
Capital Outlay	0	0	20,000	20,000	20,000	0	0	0
Debt Service	0	0	0	0	0	0	0	0
Transfers/Miscellaneous	0	0	0	0	0	0	0	0
Total	0	184,563	317,768	317,768	307,784	300,946	300,946	196,548

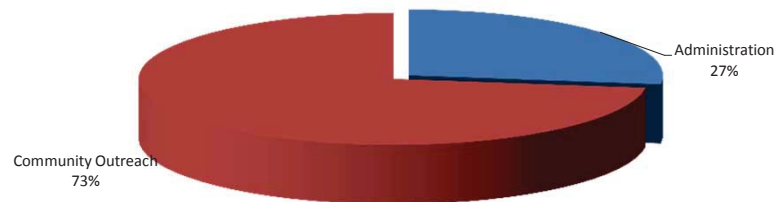
Position Control Roster

	2016-17 Actual	2017-18 Actual	2018-19 Adopted
Communications Director	1.00	1.00	0.00
Communications Specialist	1.00	1.00	1.00
Total FTE	2.00	2.00	1.00

By Program

	2018-19 Adopted
Administration	53,369
Community Outreach	143,179
Total	196,548

Program as a Percentage of the Department Budget



FINANCE

By Category

	2015-16 Actual	2016-17 Actual	2017-18 Council Adopted	2017-18 Council As Amended	2017-18 Projected	2018-19 Department Requested	2018-19 C.M. Proposed	2018-19 Council Adopted
Personnel	400,662	428,483	448,763	448,763	441,610	458,411	458,411	458,411
Commodities	9,335	7,998	11,542	11,542	10,589	11,886	11,886	11,886
Maintenance and Repairs	4,188	6,624	7,142	7,142	7,142	5,207	5,207	5,207
Utilities	0	0	0	0	0	0	0	0
Contractual	145,250	144,909	169,123	169,123	157,897	150,062	150,062	150,062
Capital Outlay	5,023	3,127	0	0	0	0	0	0
Debt Service	0	0	0	0	0	0	0	0
Transfers/Miscellaneous	0	0	0	0	0	0	0	0
Total	564,458	591,142	636,570	636,570	617,238	625,566	625,566	625,566

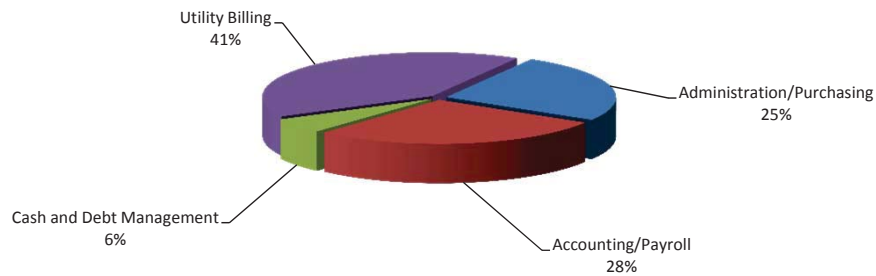
Position Control Roster

	2016-17 Actual	2017-18 Actual	2018-19 Adopted
Director, Finance	1.00	1.00	1.00
Assistant Director, Finance	1.00	1.00	0.00
Accountant	0.00	0.00	1.00
Payroll & Purchasing Specialist	1.00	1.00	1.00
Accounting Technician	1.00	1.00	1.00
Utility Billing Technician	1.00	1.00	1.00
Total FTE	5.00	5.00	5.00

By Program

	2018-19 Adopted
Administration/Purchasing	158,231
Accounting/Payroll	176,172
Cash and Debt Management	34,763
Utility Billing	256,400
Total	625,566

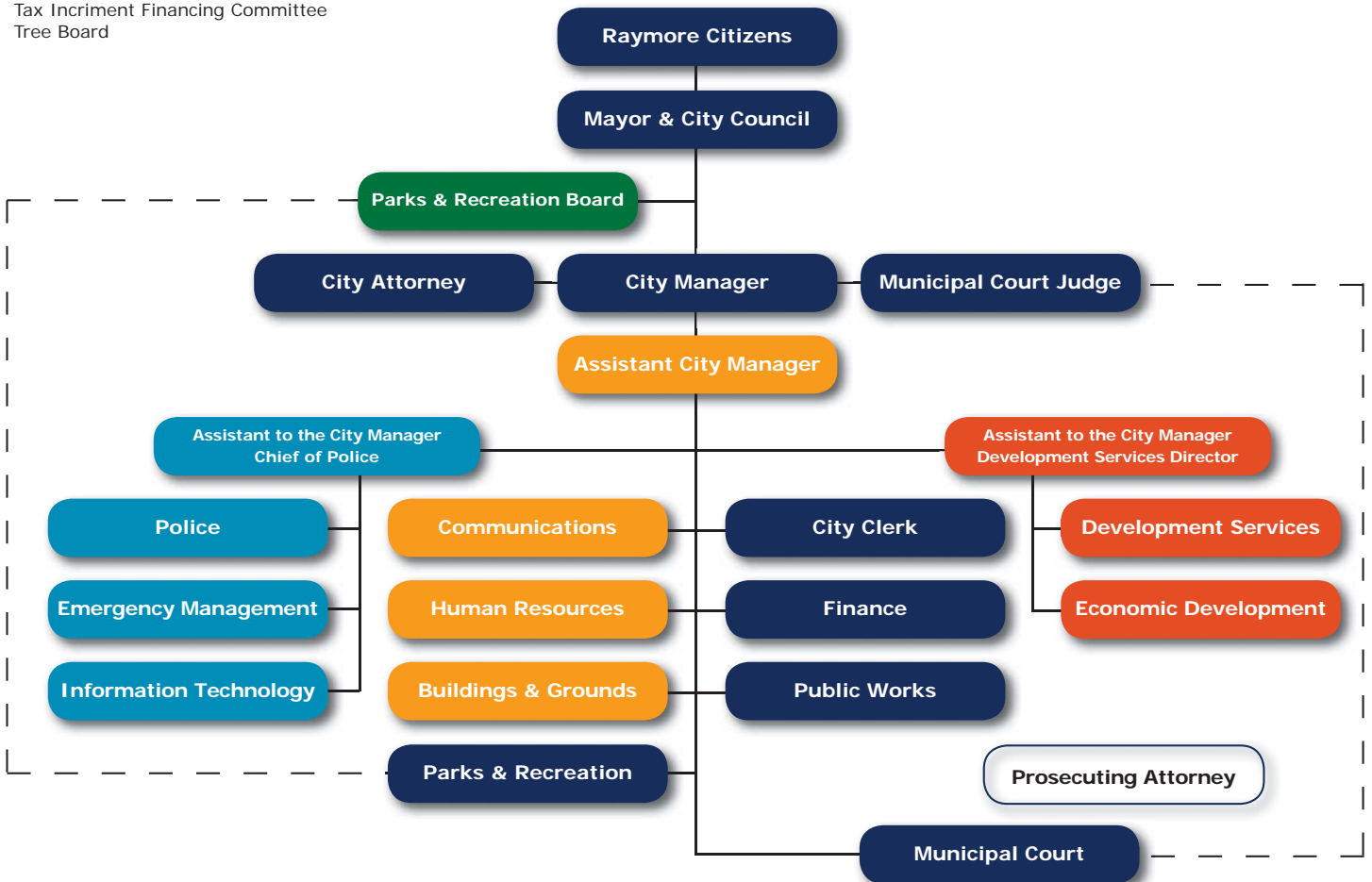
Program as a Percentage of the Department Budget



Volunteer Boards & Commissions

- Arts Commission
- Board of Appeals
- Board of Zoning Adjustment
- License Tax Review Committee
- Planning & Zoning Commission
- Tax Increment Financing Committee
- Tree Board

City of Raymore



Position Control Roster

By Department and Fund	2016-17 Actual	2017-18 Actual	2018-19 C.M. Adopted	Variance FY19 vs FY18
Administration ⁴	6.00	6.00	7.00	1.00
Information Technology	2.00	2.00	2.00	-
Economic Development	1.00	1.00	1.00	-
Development Services	7.00	7.00	7.00	-
Engineering	3.97	3.97	3.97	-
Streets ¹	3.46	3.61	3.61	-
Stormwater ^{1,2}	3.25	3.40	3.65	0.25
Building & Grounds ²	2.15	2.15	2.40	0.25
Court ³	2.10	2.10	1.60	(0.50)
Finance	5.00	5.00	5.00	-
Communications ^{1,4}	2.00	2.00	1.00	(1.00)
Prosecuting Attorney	-	-	-	-
Police	43.50	43.50	43.50	-
Emergency Management	1.00	1.00	1.00	-
Total All Positions				
General Fund	82.43	82.73	82.73	-
Parks ²	5.82	6.07	6.55	0.48
Recreation ²	3.68	3.93	3.95	0.02
Total All Positions				
Park Fund **	9.50	10.00	10.50	0.50
Water ¹	6.09	6.44	6.44	-
Sewer ¹	6.09	6.44	6.44	-
Total All Positions				
Enterprise Fund	12.18	12.88	12.88	-
Total All Positions	104.11	105.61	106.11	0.50

See department section for full department roster

¹ FY18 Expansion request to add an additional FTE to be split with: Streets (.15), Storm Water (.15), Water (.35), and Sewer (.35)

² FY19 FTE was added the opening of Centerview, the Activity Center, and soon Hawk Ridge Park needing to be kept in first class condition along with City Hall, split 0.25 with Buildings & Grounds, 0.25 Stormwater, 0.50 Parks

³ FY19 During the fiscal year, the full-time position was vacated, reviewed and determined that it should be replaced with a part-time position

⁴ FY19 During the fiscal year, the Communications Director was promoted to the Assistant City Manager

City of Raymore

Fiscal Year 2018-19 Adopted Salary Range Chart

Range	Minimum	Midpoint	Maximum		Title
1	\$13.42	\$16.35	\$19.92	Hourly	Office Assistant***
					Assistant Building Technician
2	\$14.14	\$17.23	\$20.99	Hourly	Meter Reader
3	\$14.86	\$18.10	\$21.32	Hourly	Building Maintenance Technician
					Municipal Court Clerk
					Parks Maintenance Worker I
					Police Records Clerk
					Public Works Maintenance Worker I
4	\$15.58	\$18.98	\$23.13	Hourly	Permit Technician
					Accounting Technician
5	\$16.30	\$19.86	\$24.20	Hourly	Parks Maintenance Worker II
					Public Works Maintenance Worker II
6	\$17.03	\$20.75	\$25.28	Hourly	Utility Billing Technician
7	\$17.74	\$21.62	\$26.34	Hourly	Administrative Assistant
					Animal Control Officer
					Communications Officer**
					Property & Evidence Technician
8	\$18.46	\$22.50	\$27.41	Hourly	Code Enforcement Officer
					Crew Leader, Parks Maintenance
					Crew Leader, Public Works
9	\$19.18	\$23.37	\$28.48	Hourly	Crew Supervisor
					Deputy City Clerk
10	\$19.91	\$24.26	\$29.56	Hourly	Payroll & Purchasing Specialist
11	\$20.62	\$25.13	\$31.38	Hourly	Building Inspector
					Engineering Technician
					Storm Water Specialist
					Network Technician
					Recreation Coordinator
					Athletic Coordinator
					Graphic Design Assistant***
					Police Officer

Range	Minimum	Midpoint	Maximum		Title
12	\$21.36	\$26.02	\$32.50	Hourly	Police Detective Public Works Field Supervisor Master Police Officer*
13	\$22.09	\$26.91	\$33.61	Hourly	GIS Coordinator Chief Communications Officer
14	\$1,888.71	\$2,301.21	\$2,873.90	Bi-Weekly	City Clerk Accountant Emergency Management Director Municipal Court Administrator Communications Specialist Associate Planner
15	\$24.60	\$29.98	\$37.44	Hourly	Police Sergeant *
16	\$2,083.69	\$2,538.78	\$3,170.59	Bi-Weekly	Building Official City Planner
17	\$2,199.18	\$2,679.49	\$3,346.31	Bi-Weekly	Police Lieutenant Superintendent, Parks Operations Recreation Superintendent
18	\$2,430.07	\$2,960.81	\$3,697.64	Bi-Weekly	Assistant Director, PW - Operations Manager, Human Resources Manager, Information Systems Manager, Communications
19	\$2,545.56	\$3,101.52	\$3,873.37	Bi-Weekly	Assistant Director, PW - Engineering Economic Development Director Police Captain
20	\$2,949.68	\$3,683.75	\$4,600.50	Bi-Weekly	Director, Development Services Director, Finance Director, Parks & Recreation
21	\$3,180.57	\$4,071.40	\$4,960.61	Bi-Weekly	Chief of Police Director, Public Works & Engineering
22	\$3,411.51	\$4,260.50	\$5,320.79	Bi-Weekly	Assistant City Manager
Notes					
Annual salaries are based on 2080 per year at straight time unless otherwise noted.					
*Position works 2184 hours per year at straight time.					
***Part-Time position					



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: Jan. 14, 2019

SUBMITTED BY: Mike Ekey

DEPARTMENT: Communications

<input 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

An Agreement with AGR to provide printing and mailing services (The Review)

STRATEGIC PLAN GOAL/STRATEGY

1.3.1 Communicate with residents in a way that is purposeful and expected

FINANCIAL IMPACT

Award To:	A Graphic Resource (AGR)
Amount of Request/Contract:	\$6,027 per issue, three issues a fiscal year
Amount Budgeted:	\$20,000
Funding Source/Account#:	Communications: 01-12-7315-1110 / 01-12-6190-1110

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
Jan 2019	Dec 2021

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

Contract
Bid Documents

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

The Communications Department publishes The Review and Parks & Recreation Guide three times a year. This magazine includes news stories, program updates and a calendar of events from both the City and Parks & Recreation. The City currently holds a contract with A Graphic Resource (AGR) for printing and mailing services. That contract expired on Dec. 31, 2018.

In December, staff received bids for the printing and mailing services for The Review. The bids for printing The Review three times a year for three years were presented as:

A Graphic Resource	\$54,243	(\$6,027 /issue)
Next Page, Inc.	\$68,400	(\$7,600 /issue)
Control Printing Group	\$96,732	(\$10,748 /issue)
Neal/Settle Printing	\$105,300	(\$11,700 /issue)

Staff recommends continuing with AGR as they were the lowest and best bidder.

BILL 3421

ORDINANCE

“AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH A GRAPHIC RESOURCE FOR PRINTING AND MAILING SERVICES FOR THE REVIEW.”

WHEREAS, the City Council has determined it advisable to print and deliver The Review and Parks & Recreation Guide; and

WHEREAS, the FY 2019 Budget includes an amount of \$20,000 for this agreement; and

WHEREAS, City staff, following review of proposals received, has recommended to the Council acceptance of the proposal received from A Graphic Resource.

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

Section 1. The City Manager is authorized to enter into an agreement with A Graphic Resource to print and deliver The Review and Parks & Recreation Guide.

Section 2. The City Manager and City Clerk are authorized to execute an agreement attached as Exhibit A.

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 14TH DAY OF JANUARY, 2019.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 28TH DAY OF JANUARY, 2019, BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Barber
Councilmember Berendzen
Councilmember Burke III
Councilmember Circo
Councilmember Holman
Councilmember Kellogg
Councilmember Townsend

ATTEST:

Jean Woerner, City Clerk

APPROVE:

Kristopher P. Turnbow, Mayor

Date of Signature



CITY OF RAYMORE
CONTRACT FOR SERVICES

RAYMORE REVIEW PRINTING SERVICES

Agreement made this 29 day of January, 2019, between A Graphic Resource, Inc., an entity organized and existing under the laws of the State of Missouri, with its principal office located at 8050 Watson Rd., Suite 290, St. Louis, MO 63119, 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 Jan. 29, 2019, 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 19-002 and the General Terms and Conditions in Appendix B, 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 and the Scope of Services attached as Appendix A, including insurance and termination clauses as needed or required. The work as specified in Appendix A may commence upon the signing of this contract and scheduling and approval of the City.

ARTICLE II TIME OF COMMENCEMENT AND COMPLETION

Contractor agrees to perform Raymore Review printing services as prescribed in the RFP document. This contract is for services provided in a one-year period beginning January 1, 2019 and ending January 31st, 2020. This term shall automatically extend for two additional one-year periods under the same terms and conditions unless one or both parties submit notice as described below to cancel the agreement.

ARTICLE III CONTRACT SUM AND PAYMENT

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

ARTICLE IV CONTRACT PAYMENTS

The City agrees to pay the Contractor for the completed work as follows: The Contractor shall provide the City with an invoice upon completion of each project. Payment will constitute full and complete payment as per individual invoice. The City will be the sole judge as to the sufficiency of the work performed.

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

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

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

ARTICLE V DAMAGES/DELAYS/DEFECTS

The City will not sustain monetary damage if the whole or any part of this contract is delayed through the failure of the Contractor and/or his sureties to perform any part or the whole of this contract. Thus, if at any time the Contractor refuses or neglects to supply sufficiently skilled workmen or proper materials, or fails in any

respect to execute the contract, including extras, with the utmost diligence, the City may take steps deemed advisable to promptly secure the necessary labor, tools, materials, equipment, services, etc., by contract or otherwise, to complete whatever portion of the contracted work which is causing delay or is not being performed in a workmanlike manner.

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

Contractor 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 VI RESPONSIBILITIES

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

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

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

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.

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 e-mail. If the Contractor fails to correct any default after notification of such default, the City shall have the right to immediately terminate this agreement by giving the Contractor ten (10) days written notice, and delivered via regular, certified facsimile or e-mail.

Without Cause – The City may terminate this agreement at any time by providing sixty (60) days written notice, by certified mail, to the Contractor at the address listed below.

In the event this agreement is terminated, the City may hold as retainer the amount needed to complete the work in accordance with bid specifications.

ARTICLE VIII ARBITRATION

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

ARTICLE IX WARRANTY

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

ARTICLE X 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 XI
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 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: _____
Jean Woerner, City Clerk

(SEAL)

A GRAPHIC RESOURCE INC.

By: _____

Title: _____

Attest: _____

APPENDIX A

SCOPE OF SERVICES

1. INTRODUCTION/DESCRIPTION OF SERVICES:

The City of Raymore desires to have an exclusive agreement with a single vendor to provide printing and mailing services for the City of Raymore's *Raymore Review* publications. Staff anticipates the resulting contract to be a one-year contract with an option to extend for two additional one-year terms.

The City is a high-growth Kansas City suburban community with a population of 21,165. The current procedure is for the printer to handle the mailing of the Review via flat rate bulk mailing at the Raymore Post Office for all residents in the 64083 zip code. The printer includes the exact cost for postage on the invoice, which is added to the bid price for printing the publication.

The City is open to exploring other distribution options, should they be financially attractive and still allow for reaching the majority of City residents. Alternate suggestions should be submitted with the sealed bids on separate pages for negotiation with the successful bidder.

2. ANTICIPATED SCOPE OF SERVICES:

The Product. The seasonal Raymore Review is a glossy magazine-style publication created by the Communications Department at the City of Raymore. Specifications for the Raymore Review are anticipated to be as follows:

- 11 x 17 inch folded, stapled at the seam, for a finished product that is an 8 ½ x 11 inch booklet.
- 20 sheets which are double sided. - 40 total pages approximately
- Full-color, .25-inch bleed, 80lb gloss
- The number of booklets to be printed is roughly 10,000 through the first year of the contract, and the number to be mailed is approximately 9,750. The bulk mailing sent to the post office includes all 12 routes plus post office boxes, all mostly within the 64083 zip code. It is recommended the successful printer call the post office ahead of project delivery to confirm route quantities. Adjustments will need to be made throughout the term of the contract to continue to meet our growing residential numbers.

Note: The City is open to ideas for alternatives that will improve the quality without exceeding approved budgets. Alternatives may be added with cost estimates as a part of this bid process.

Printing Schedule. The seasonal guides are to be mailed to residents three (3) times per year. The following estimated delivery schedule shall apply, with the **PRINTER** receiving the **CITY**'s electronic files for printing roughly 10 calendar days before publication:

ISSUE SEASON	File Delivery to the Printer by	Final Proof Hard-Copy By	Publication MAILED By
Winter	Dec 15	End of Dec	Jan. 1
Summer	April 15	End of April	May 1
Fall	August 15	End of August	September 1

Printer Responsibilities. The **PRINTER** will print the brochure only after the **CITY**, via the Communications Director, has approved the final hard-copy proofs. The **PRINTER** will provide for, at its own cost, delivery and return-delivery (if necessary) of paper proofs if a local representative isn't available to deliver and receive proofs in-person at Raymore City Hall. The **PRINTER** will print all copies of each project and prepare them for mailing through a bulk mailing at the Raymore Post Office. The **PRINTER** shall be responsible for obtaining post office mailing tubs and other mailing information necessary to perform the bulk mailing. The **PRINTER** will provide a check for postage made payable to the postmaster and will include a charge for postage paid on the seasonal invoice. The **PRINTER** will deliver the additional booklets to City Hall, 100 Municipal Circle, Raymore.

City Responsibilities. The **CITY** will provide electronic files (PDFs and native files with artwork) for the Raymore Review to the **PRINTER**'s FTP site, or similar large-capacity file uploading online site. The **CITY** uses InDesign. Should the **CITY** deem any revisions necessary when proofing the hard-copy proofs, the **CITY** will make those corrections and resend a revised file to the **PRINTER**.

3. ADDITIONAL BIDDING INFORMATION

3.1 Project is tax exempt.

CITY OF RAYMORE, MISSOURI
RFP # 19-002

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

B. *Contract Period*

Award of this contract is anticipated prior to the end of January, 2019. This contract is for services provided in a one-year period beginning February 1, 2019 and ending January 31, 2020. This term shall automatically extend for two additional one-year periods under the same terms and conditions unless one or both parties submit notice as described below to cancel the agreement.

C. *Hold Harmless Clause*

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

D. *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.

E. *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 25 for Cass County, Missouri, USA.

F. *Invoicing and Payment*

The Bidder shall submit invoices, in duplicate, for services outlined above in the scope of services.

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

G. *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.

H. *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.

I. *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.

J. *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.

K. *Drug/Crime Free Work Place*

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

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

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

L. *Inspection*

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

M. *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.

N. *Permits/Certificates*

The successful Contractor 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 contractors doing business within the City limits of Raymore. This permit can be obtained from the office of the City Clerk, 100 Municipal Circle, Raymore, Missouri, 64083.

P. *Rejection of Bids*

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

Q. *Release of Information*

Pursuant to 610.021 RSMo, all documents within a request for proposal will become open record to the public upon a negotiated contract being executed.

All documents within a request for bid become open record as soon as the bid is opened. Bidders and proposers should be aware that all documents within a submittal will become open records.

R. Affidavit of Work Authorization and Documentation

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

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

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

PROPOSAL FORM A
RFP 19-002

PROPOSAL VALIDITY AND COMMITMENT TO SIGN AGREEMENTS

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

FIRM NAME: A Graphic Resource Inc.

ADDRESS: 8050 Watson Rd Suite 290
Street

ADDRESS: St. Louis MO 63119
City State Zip

PHONE: 314 - 729 - 1600

E-MAIL: bob@agraphicsresourceinc.com

DATE: 12/3/2018 Robert A. Drewes Vice President
(Month-Day-Year) Signature of Officer/Title

DATE: 12/3/2018 Donna C. Drewes, Pres CEO
(Month-Day-Year) Signature of Officer/Title

Indicate Minority Ownership Status of Bidder (for statistical purposes only):
Check One:

- MBE (Minority Owned Enterprise)
- WBE (Women Owned Enterprise)
- Small Business

PROPOSAL FORM B
RFP 19-002

CONTRACTOR DISCLOSURES

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

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

Legal Matters

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

___ Yes No If yes, provide details in an attachment.

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

___ Yes No If yes, provide details in an attachment.

Required Representations

In submitting this RFP, the Firm makes the following representations, which it understands are required as a condition of performing the Contract Work and receiving payment for 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 execution of the Contract Work shall be in full compliance with the City of Raymore requirements for Workers' Compensation Insurance.
4. If awarded the Contract Work, the Firm represents that it will not exceed its current bonding limitations when the Contract Work is combined with the total aggregate amount of all unfinished work for which the Contractor is responsible.
5. The Firm represents that it has no conflicts of interests with the City of Raymore if awarded the Contract Work, and that any potential conflicts of interest that may arise in the future will be disclosed immediately to the City.
6. The Firm represents the prices offered and other information submitted in connection with its proposal for the Contract Work was arrived at independently without consultation, communication, or agreement with any other offeror or competitor.

REFERENCES OF OTHER RECREATION MAGAZINES PRODUCED BY AGR

Mike Ekey
City of Raymore (2015 – 2018)
9,750 5/8/2018

Chris Atkinson
City of St. Charles Parks & Recreation
1900 Randolph St.
St. Charles, MO 63301
636-949-3372
chris.atkinson@stcharlesparks.com
Parks and Recreation Guide 22,500 11/6/2018

Courtney O'Donnell
City of Chesterfield Parks and Recreation
690 Chesterfield Parkway W
Chesterfield, MO 63107
636-537-4000
codonnell@chesterfield.mo.us
Parks and Recreation Guide 22,500 11/21/2018

Beth Knapp
City of Richmond Heights
8001 Dale Ave
Richmond Heights, MO 63117
(314) 655-3653
bknapp@richmondheights.org
Parks and Recreation Guide 19,500 12/5/2018

Laura Thal
City of Kirkwood
111 South Geyer Rd
Kirkwood, MO 63122
(314) 822-5862
THALLK@kirkwoodmo.org
Parks and Recreation Guide 12,500 8/9/2018



8050 Watson Road Suite 290
St. Louis, Missouri 63116 314-729-1600
Commerical and Digital Printing, Books,
Promotional Items and Apparel

PROPOSAL FORM C
 RFP 19-002

EXPERIENCE / REFERENCES

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

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

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

See Attached

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	

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:

Sept 1989 (29 years)

State the current number of personnel on staff:

5

PROPOSAL FORM D

RFP 19-002

Proposal of A Graphic Resource Inc., organized and
(Company Name)
existing under the law of the State of Missouri, doing business
as Corporation (*)

To the City of Raymore, Missouri: In compliance with your Request for Proposal, Bidder hereby proposed and agrees to furnish all labor, tools, materials and supplies to successfully complete all requirements defined in City Project No. 19-002 – Raymore Review Printing Services.

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

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

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

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

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

BID PROPOSAL FORM E – RFP 19-002

Raymore Review Printing Services

Single Season Publication printing:

2019	2020	2021
\$ <u>6,027⁰⁰</u> + paper increases	\$ <u>6,027⁰⁰</u> + paper increases	\$ <u>6,027⁰⁰</u> + paper increases

Additional (optional) Services:

Insertion of clip art/photos/graphics per item \$ 10⁰⁰

Price per hour for corrections made after final proof approval \$ 80⁰⁰

Reduce Raymore Review 4 pages (four-color process) 36(Pgs) ^{increases} + \$ 214⁰⁰ additional (#6,241.00)

Add Raymore Review 4 pages (four-color process) 44(Pgs) + \$ 1,313⁰⁰ additional (#7,340⁰⁰)

If you go to 8 pages (four color process) 48 (Pgs) + \$ 901⁰⁰ additional (#6,928⁰⁰)

Comments/Amendments to scope of services:

Art Connections to files - would need packaged file (ie Indesign CS6) PC
so we can work with files - we can discuss.



A Graphic Resource Inc.

Printing Professionals

Serving the Printing Industry
Since 1989

8050 Watson Road Suite 290
(Ph) 314-729-1600
800-500-4110
Fax: 314-729-1616

QUOTE CONFIRMATION

DATE: 11/28/18

QUOTE NO: 1128-1

SUBMITTED BY: Marv Schaefer

JOB #

FOR: City of Raymore
100 Municipal Circle
Raymore, MO 64083

ATTN: Mike Ekey

Description: Raymore Review

Quantity: 10,000

0% Overs / 0% Unders

Size: 8.5 X 10.875 plus bleeds

Stock: 80# gloss text

Pages: 36, 40, 44 or 48 pages, self-cover

Artwork: Pdf furnished

Proofs: Digital

Presswork: 4 color process throughout

Bindery: Stitch and trim, 10.875" way

Shipping: FOB 64083

Lettershop: Mail as Postal Patron to 12 designated carrier routes (PO Boxes included) as specified by City of Raymore.

Price: 36 pages - \$6,241.00 44 pages - \$7,340.00
40 pages - \$6,027.00 48 pages - \$6,928.00

Please note that due to press configuration, 40 pages is less expensive than 36 pages and 48 pages is less than 44 pages.

By signing below Customer confirms that this Quote constitutes CUSTOMER'S OFFER to enter into an agreement with AGR to fill this order based upon the terms stated herein including those on the reverse side. *NO AGREEMENT WILL BE BINDING UPON THE PARTIES UNLESS AGR SIGNS BELOW EVIDENCING ITS ACCEPTANCE. AGR'S ACCEPTANCE IS EXPRESSLY LIMITED TO THE TERMS HEREIN.* Prices based upon current paper cost, availability and freight costs – both are subject to review.

OFFER BY CUSTOMER:

ACCEPTANCE BY AGR:

By: _____
Authorized Representative and Title

By: _____
Authorized Representative and Title

Date of Offer: _____

Date of Acceptance: _____

AFFIDAVIT

(as required by Section 285.530, Revised Statutes of Missouri)

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

Robert A Drewes, who, being duly sworn, states on his oath or affirmation as follows:

Name/Contractor: Robert A Drewes

Company: A Graphic Resource Inc

Address: 8050 Watson Rd Suite 290 St. Louis MO 63119

- 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 # 19-002.
- 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.

A Graphic Resource Inc

Company Name

Robert A Drewes

Signature

Name: Robert A Drewes

Title: Vice President

STATE OF Missouri COUNTY OF St. Louis

Subscribed and sworn to before me this 4th day of December, 2018.

Notary Public: [Signature]



KERRY L. MOORE
My Commission Expires
June 2, 2022
Jefferson County
Commission #14738611

My Commission Expires: 6/2/22

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

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



Company ID Number: 518363

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer A Graphic Resource Inc.	
Robert Drewes	
Name (Please Type or Print)	Title
Electronically Signed	03/09/2012
Signature	Date
Department of Homeland Security – Verification Division	
USCIS Verification Division	
Name (Please Type or Print)	Title
Electronically Signed	03/09/2012
Signature	Date

Information Required for the E-Verify Program

Information relating to your Company:

Company Name:	A Graphic Resource Inc.
Company Facility Address:	8050 Watson Road
	Suite 290
	Saint Louis, MO 63119
Company Alternate Address:	
County or Parish:	SAINT LOUIS
Employer Identification Number:	431522966

Miscellaneous

THE RAYMORE CITY COUNCIL HELD A WORK SESSION ON MONDAY, DECEMBER 3, 2018, 7:00 P.M., AT RAYMORE CITY HALL. PRESENT: MAYOR TURNBOW, COUNCILMEMBERS ABDELGAWAD, BARBER, BERENDZEN, BURKE III, CIRCO, HOLMAN, KELLOGG, AND TOWNSEND. ALSO PRESENT: CITY MANAGER JIM FEUERBORN, CITY ATTORNEY JONATHAN ZERR, AND CITY STAFF MEMBERS.

Mayor Turnbow called the work session to order at 7:00 p.m. (Councilmember Barber left the meeting at 7:33 p.m.)

A. Joint Meeting - Chamber of Commerce

Chamber of Commerce President Jim Odom provided an overview of Chamber activities and functions.

Economic Development Director Matt Tap provided Chamber members and Council with the quarterly report from the Economic Development Department.

B. Firing Range

As a followup to an inquiry by Councilmember Abdelgawad, City Manager Jim Feuerborn updated the Council on the status of the Police firing range and improvements that need to be completed. Improvements consist of expansion to the existing berm for \$11,400 and purchase of a class room for \$18,181. Council provided consensus to bring forth a budget amendment for these improvements.

C. Missouri Department of Natural Resources Communication

City Manager Jim Feuerborn and Public Works Director Mike Krass advised Council the City has received written notification from the Missouri Department of Natural Resources (DNR) of violations within the City's existing stormwater management plan. Mr. Krass recalled the City had been notified both by DNR and the EPA that an order of compliance had been issued and a 5-year permit had been received. He reviewed the response letter asking for explanation and further information, from those entities. General questions from Council were answered.

D. Other

City Manager Jim Feuerborn stated Councilmember Holman recently requested staff to proceed with pursuing an amendment to the contract for holiday lights on City buildings to include lighting on the RAC building. The company is unable to install lights this year, however, costs will be included in next year's budget.

He announced the front entrance to City Hall will be closed beginning December 26 while modifications are being completed and the regular City Council meeting on December 24 and the work session on December 31 are cancelled due to the holiday schedule.

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

ROLL CALL VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Barber	Absent
	Councilmember Berendzen	Aye
	Councilmember Burke, III	Aye
	Councilmember Holman	Aye
	Councilmember Kellogg	Aye
	Councilmember Moorhead	Aye
	Councilmember Townsend	Aye

Mayor Turnbow adjourned the work session of the Raymore City Council at 8:10 p.m.

THE **PLANNING AND ZONING COMMISSION** OF THE CITY OF RAYMORE, MISSOURI, MET IN REGULAR SESSION **TUESDAY, DECEMBER 18, 2018**, IN THE COUNCIL CHAMBERS OF CITY HALL, 100 MUNICIPAL CIRCLE, RAYMORE, MISSOURI WITH THE FOLLOWING COMMISSION MEMBERS PRESENT: CHAIRMAN WILLIAM FAULKNER, KELLY FIZER, ERIC BOWIE (arrived at 7:05 p.m.), MARIO URQUILLA, MATTHEW WIGGINS, JIM PETERMANN, MELODIE ARMSTRONG, CHARLES CRAIN AND MAYOR KRIS TURNBOW. ALSO PRESENT WERE ASSOCIATE PLANNER DAVID GRESS AND CITY ATTORNEY REPRESENTATIVE MIKE FLEMING.

1. **Call to Order** – Chairman Faulkner called the meeting to order at 7:00 p.m.
2. **Pledge of Allegiance**
3. **Roll Call** – Roll was taken and Chairman Faulkner declared a quorum present to conduct business.
4. **Personal Appearances** – None
5. **Consent Agenda**
 - a. **Approval of minutes of November 6, 2018 meeting**
 - b. **Case #18029 - Westbrook at Creekmoor Fifteenth Final Plat**

Motion by Commissioner Urquilla, Seconded by Commissioner Crain to accept the consent agenda as presented.

Vote on Motion:

Chairman Faulkner	Aye
Commissioner Wiggins	Aye
Commissioner Armstrong	Aye
Commissioner Bowie	Absent
Commissioner Crain	Aye
Commissioner Fizer	Aye
Commissioner Petermann	Aye
Commissioner Urquilla	Aye
Mayor Turnbow	Aye

Motion passed 8-0-0.

6. **Unfinished Business - None**
7. **New Business -**

A. Case #18028 - Dean Commercial Plat - South of 58 Highway, west of Fox Ridge Drive (public hearing)

Chairman Faulkner stated that staff has requested the Commission to open the public hearing and receive any public testimony and then continue the hearing and the case to the January 15, 2019 meeting.

Commissioner Bowie arrived at 7:05 p.m.

Chairman Faulkner opened the public hearing at 7:05 p.m.

Steve Warger, project engineer, appeared representing the property owner. The owner is in agreement with staff on continuing the review to the January 15, 2019 Commission meeting.

Chairman Faulkner closed the public hearing at 7:07 p.m.

Motion by Commissioner Urquilla, Seconded by Commissioner Wiggins, to continue Case #18028 to the January 15, 2019 Commission meeting.

Mayor Turnbow commented that he thought staff requested the public hearing be continued to the January 15 meeting.

City Attorney representative Mike Fleming commented that even though the hearing was closed by the Chairman the Commission could allow public comments at the January 15 meeting.

Chairman Faulkner stated he did close the public hearing, but asked if the motion could be rephrased.

Motion by Commissioner Urquilla, Seconded by Commissioner Wiggins, to continue Case #18028 and the public hearing to the January 15, 2019 Commission meeting.

Vote on Motion:

Chairman Faulkner	Aye
Commissioner Wiggins	Aye
Commissioner Armstrong	Aye
Commissioner Bowie	Aye
Commissioner Crain	Aye
Commissioner Fizer	Aye
Commissioner Petermann	Aye
Commissioner Urquilla	Aye
Mayor Turnbow	Aye

Motion passed 9-0-0.

8. City Council Report

Mr. Fleming provided an overview of the December 10, 2018 meeting of the City Council.

9. Staff Report

Mr. Gress provided an overview of the upcoming cases to be considered by the Commission. The January 1, 2019 meeting is cancelled due to the Holiday.

Mr. Gress also invited discussion amongst the Commission to select one Commissioner to attend the 2019 American Planning Association national conference in San Francisco.

Chairman Faulkner asked if the Commission provided a name by January 15 if that is early enough for registration. Mr. Gress indicated yes.

Mr. Gress provided an update on the status of 155th Street project and Hawk Ridge Park projects.

10. Public Comment

None.

11. Commission Member Comment

Commissioner Urquilla commented that he noticed in the monthly report that staff was completing research regarding the keeping of chickens on small lots and stated he was interested in reviewing the information.

Mayor Turnbow updated the Commission on the annexation study being conducted by Bushyhead LLC., the consultant hired by the City to review annexation options for the City. Emphasis of the study will be on the 58 corridor east to 291 Highway.

12. Adjournment

Motion by Commissioner Wiggins, Seconded by Commissioner Bowie, to adjourn the December 18, 2018 Planning and Zoning Commission meeting.

Vote on Motion:

Chairman Faulkner	Aye
Commissioner Wiggins	Aye
Commissioner Armstrong	Aye
Commissioner Bowie	Aye
Commissioner Crain	Aye
Commissioner Fizer	Aye
Commissioner Petermann	Aye
Commissioner Urquilla	Aye
Mayor Turnbow	Aye

Motion passed 9-0-0.

The December 18, 2018 meeting adjourned at 7:22 p.m.

Respectfully submitted,

Jim Cadoret