



AGENDA

Raymore City Council Regular Meeting
City Hall – 100 Municipal Circle
Monday, November 14, 2016

7:00 p.m.

1. Call to Order.

2. Roll Call.

3. Pledge of Allegiance.

4. Presentations/Awards.

- Pancreatic Cancer Awareness Month Proclamation - Mark and Martha Hurst (pg 337)

5. Personal Appearances.

6. Staff Reports.

- A. Status of Capital Improvements (pg 9)
- B. Community Development (pg 27)
- C. Parks and Recreation (pg 33)
- D. Monthly Court Report (pg 35)
- E. Police/Emergency Management
- F. LAGERS Valuation Notification - Per Section 105.675 RSMo. the City hereby notifies the public that it received a Supplement Valuation dated February 25, 2016 from LAGERS, and the report is available to the public by contacting the City Clerk's Office.

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, October 10, 2016-amended (pg 39)
- B. City Council Minutes, October 24, 2016 (pg 47)
- C. City Council Special Meeting Minutes, October 27, 2016 (pg 57)
- D. Reappointment of Patrick Clark to the TIF Commission

Reference: - Resolution 16-54 (pg 59)

Mayor Turnbow has reappointed Patrick Clark to the Tax Increment Financing (TIF) Commission. A Resolution has been prepared for Council approval.

- E. Reappointment of Dale Jacobson to the TIF Commission

Reference: - Resolution 16-55 (pg 61)

Mayor Turnbow has reappointed Dale Jacobson to the Tax Increment Financing (TIF) Commission. A Resolution has been prepared for Council approval.

- F. Johnston Drive Reconstruction - Acceptance and Final Payment

Reference: - Resolution 16-56 (pg 63)

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

9. Unfinished Business. Second Reading.

- A. Timber Trails Open Space Final Plat

Reference: - Agenda Item Information Sheet (pg 67)
- Bill 3217 (pg 69)
- Staff Report (pg 73)
- Final Plat Drawing (pg 84)

Brenner Holland, representing Hunt Midwest Real Estate Developments, Inc., filed a request for Final Plat approval for the Timber Trails Open Space Plat, a subdivision creating the right-of-way for Johnston Drive extension from Foxhaven west to Dean Avenue and for a 15.04 acre open space tract on the south side of Johnston Drive.

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| <ul style="list-style-type: none">● Planning and Zoning Commission, 10/18/16: Approved 7-0● City Council, 10/24/16: Approved 8-0 |
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10. New Business. First Reading.

A. Liquor License Application -J L Huang, LLC dba/China Star (public hearing)

Reference: - Agenda Item Information Sheet (pg 87)
- City Code Section 600.050 (pg 89)

Jin Le Huang, owner of J L Huang dba China Star located at 1918 W. Foxwood Dr., has filed an application for a 2016-2017 liquor license. The applicant has submitted the necessary application and supporting documents as outlined by City Code. If approved by the City Council, further approval to obtain a license from the City of Raymore is subject to State requirements and State licensing.

B. Evan Brook 7th Preliminary Plat (public hearing)

Reference: - Agenda Item Information Sheet (pg 103)
- Resolution 16-49 (pg 105)
- Staff Report (pg 107)
- Preliminary Plat Drawing (pg 134)

Cass Evans filed a request for Preliminary Plat approval for Evan Brook 7th, a 24-lot single-family subdivision proposed for the southern end of Sunset Lane, east of Brookside Subdivision.

- Planning and Zoning Commission, 10/18/16: Approved 6-1
- City Council, 10/24/16: Postponed

C. Evan Brook 7th Final Plat

Reference: - Agenda Item Information Sheet (pg 135)
- Bill 3218 (pg 137)
- Staff Report (pg 140)
- Development Agreement (pg 152)
- Final Plat Drawing (pg 159)

Cass Evans filed a request for Final Plat approval for Evan Brook 7th, a 24-lot single-family subdivision proposed for the southern end of Sunset Lane, east of Brookside Subdivision.

- Planning and Zoning Commission, 10/18/16: Approved 6-1
- City Council, 10/24/16: Postponed

D. Eagle Glen Parcel 5 Rezoning

Reference: - Agenda Item Information (pg 161)
- Bill 3219 (pg 163)
- Staff Report (pg 166)

Randal Leimer, representing Great Plains Real Estate Developments, LLC, is requesting to reclassify the zoning of Eagle Glen Parcel 5, located on the west side of Fox Ridge Drive, north of Eagle Glen School, from R-3A "Multiple-Family Residential District" to R-3B "Apartment Community Residential District".

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| <ul style="list-style-type: none">• Planning and Zoning Commission, 11/1/16: Approved, 7-1 |
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E. ETC Survey

Reference: - Agenda Item Information Sheet (pg 183)
- Bill 3212 (pg 185)
- Agreement (pg 187)

The City of Raymore has been conducting regular citizen surveys since 2006. These surveys help to assess citizen satisfaction with city services and identify priorities for the community. The last citizen survey was conducted in 2015. Staff recommends that the Council approves continuing to use the ETC Institute to administer the citizen survey for 2017. This would be the sixth citizen survey the ETC Institute has conducted for the City.

F. MARC Household Hazardous Waste Agreement

Reference: - Agenda Item Information (pg 189)
- Bill 3211 (pg 191)
- Agreement (pg 193)

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

G. Award of Contract - 2016 Inflow & Infiltration Reduction

Reference: - Agenda Item Information Sheet (pg 197)
- Bill 3214 (pg 199)
- Contract (pg 207)

This contract provides for the continuation of the City's Inflow and Infiltration abatement program which reduces clean water from entering

the City's sanitary sewer system. In the memo included in the Council packet, staff summarizes the scope of work to be performed and the bid results and recommends award of the project to Breit Construction LLC.

H. Award of Contract - Foxridge Drive Extension - Design

Reference: - Agenda Item Information Sheet (pg 245)
- Bill 3216 (pg 249)
- Contract (pg 252)

This contract involves design services for the extension of Foxridge Drive from Old Paint Road to Dean Ave. as approved by the voters as part of the 2016 General Obligation Bond election. In the memo included in the Council packet, staff summarizes the scope of work to be performed and recommends award of the project to Renaissance Infrastructure Consulting.

I. Award of Contract - On-Call Outdoor Lighting Design

Reference: - Agenda Item Information Sheet (pg 283)
- Bill 3221 (pg 285)
- Contract (pg 287)

This contract involves providing outdoor lighting design services for a number of projects included in the FY Capital Improvement Plan and other projects on an as-needed basis. Staff recommends award of the project to Wilson & Company.

J. Re-Appointing Ross Nigro Jr. as Raymore Municipal Judge

Reference: - Agenda Item Information Sheet (pg 305)
- Bill 3220 (pg 307)

The Raymore Municipal Judge is appointed for two-year terms. Ross Nigro Jr. was first appointed as the Raymore Municipal Judge for a term beginning January 1, 2015 which expires on December 31, 2016. The Raymore City Council, having met with Judge Nigro in work session on October 17, expressed its desire to re-appoint him for a second two-year term beginning January 1, 2017. Bill 3220 has been prepared accordingly.

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:

- Charter Review Minutes, 10/18/16 (pg 311)
 - City Council Work Session Notes, 10/17/16 (pg 317)
 - City Council Work Session Notes, 11/07/16 (pg 319)
 - Planning and Zoning Commission Draft Minutes, 11/01/16 (pg 321)
 - Park Board Minutes, 9/27/16 (pg 333)
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EXECUTIVE SESSION (CLOSED MEETING)

The Raymore City Council is scheduled to enter into Executive Session to discuss litigation matters 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 -November 14 , 2016

Buildings & Grounds

2017 Projects

City Hall Phone System - This project involves the replacement of the Inter-tel digital phone system with a hosted cloud based system including 77 VOIP handsets and conference phones at the City Hall location. The current Inter-tel phones are 12 years old. Buttons are wearing out, some handsets are failing. A VoIP phone system uses half the wiring required for a digital phone system. Digital phones require both a voice and a data cable, whereas VoIP systems plug the phone into an Ethernet wall plate, and then plug a computer into the back of the phone, so there's only one cable to the desk with VoIP systems. VoIP call costs are generally lower than costs with digital phones. *BERP Fund \$45,000 (JM)*

Security Cameras at Parks & Public Works - This project involves the installation of a total of 20 security cameras in Recreation Park, Memorial Park, Moon Valley Park and the public works facility. The installation of additional cameras in these locations would allow for continuous monitoring by the Police department. Cameras would be placed to view public areas and concessions stands. *Capital Improvement Sales Tax Fund \$35,000 (JM)*

Public Works Facility Flooring Replacement - This project involves the replacement of all the office carpet at the Public Works Facility. The carpet is the original carpet installed. It has exceeded its life expectancy and is showing wear and tear. *BERP Fund \$10,000 (MEK)*

Public Works Facility - LED Lighting - This project involves replacing 217 florescent bulbs and 13 exterior wall packs with LED lights at the Public Works Maintenance Facility. This project will provide for more efficient lighting at the facility. The lighting in City Hall was recently converted to similar fixtures and is realizing an average monthly reduction in electrical usage of 15%. *BERP Fund \$5,000 (MEK)*

Municipal Complex - Micro Surface - This project involves micro surfacing the City Hall parking lot, Municipal Circle, Broadmoor & Skyline Drive. The City's pavement management plan calls for routine maintenance of paved areas.

The area surrounding City Hall is showing cracks and pavement oxidation at a level that warrants surface treatment. *\$40,000: BERP Fund \$16,000, Transportation Sales Tax Fund \$24,000 (MEK)*

City Hall Front Entry Repair - This project involves repairs to the storefront entry way and entrance slab to City Hall. The scope of work for these repairs includes items such as: removal and replacement of existing flashing, modifications to the front entrance doors to make them water tight, removal of the existing front slab to determine and abate the source of the water entering the evidence room. The existing storefront is showing deterioration due to numerous water leaks, in addition there continues to be a chronic leak from the windows at the finance office to the evidence storage room below. *BERP Fund \$60,000 (MEK)*

Public Works Interior Painting and Repairs - This project involves repainting the interior of the Public Works Operations Maintenance Facility along with various sheetrock repairs. The building is approaching ten years old, the paint and walls are exhibiting normal wear and tear. This recommended maintenance is part the scheduled BERP projects. *BERP Fund \$30,000 (MEK)*

Municipal Circle Parking Improvements - This project will provide 120 angle parking stalls which will double the amount of parking around the perimeter of Municipal Circle. It will also change the traffic flow of Municipal Circle from two-way traffic to one-way traffic. Also included in this project is a driveway connection to Broadmoor Drive from the lower level parking lot for emergency vehicles along with an additional driveway approach from the lower parking lot to the east side of Municipal Circle. With the opening of Municipal Center this project will provide increased parking for large events at the Municipal Center. In order to provide angle parking it is necessary to change the traffic flow to one-way to allow for the 18 foot deep stalls and maintain a minimum driving width of 13 feet. *Transportation Sales Tax Fund \$35,000 (MEK)*

2016 Projects

- Public Works Facility Roof Repair: This project involves repairing the existing public works facility roof. This building experiences constant water leaks. A bid opening has been scheduled for August 10, 2016 Staff is working with the apparent low bidder to finalize a scope of work for the project. *Building/Equipment Repair and Replacement Fund, \$35,500 (MEK)*
- City Hall Lower Level Fire Suppression Modification: This project involves changing the current sprinkler system from a wet suppression system to a dry suppression system. The current system is not optimal for the type of records storage for which the space is used. *Building/Equipment Repair and Replacement Fund, \$45,000 (MEK)*

- 201 S. Adams Street Property: This project involves remediation of hazardous materials, demolition of structures and restoration of site. A notice to proceed has been issued to the contractor and they are in the remediation process. The hazardous materials were properly removed during August. The house was demolished and properly backfilled the week of September 19, 2016. The area has been seeded and staff will release the project in the spring after establishment of turf. *Capital Improvement Sales Tax Fund, \$30,000 (CW) 11/14/16*

2013 Projects

- Police Firing Range: Staff is working with the landlord of the property to complete desired improvements to include a backstop, fencing, and additional dirt work for berming. Current cost for backstop and fencing portion totals \$9,700. *Capital Improvement Fund, \$94,000. (JZ) 9/12/16*

Community Development

2017 Projects

- T.B. Hanna Station Parking Improvements - This project will provide on street angle parking on; Maple Street between Adams St and Washington St. Adams St. between Maple and Olive, and Olive from Adams to the Depot. As part of the purchase of the 201 S. Adams St. property the City agreed to construct angle parking on Maple St. from Adams St. to Washington St. to be completed in 2017. With the improvements approved by the voters for the remainder of the property, there will be an increased need for additional parking within close proximity to the features. *Capital Improvement Sales Tax Fund \$68,000 (MEK)*
- Railroad Business Car - This project involves the acquisition of a donated 1899 railroad executive business car. The car will be renovated to be utilized as a conference center/meeting space. It would include a kitchen, bathroom, conference space with seating and a serving area/bar. This project would provide additional meeting space while honoring the historic ties our community has with the railroad. The RFP's for relocation and for renovation were issued on Friday November 4, 2016 with bid openings on November 22, 2016. Staff plans to bring the contract awards to Council on November 28, 2016. *Capital Improvement Fund, \$301,500. (MEK)*

2016 Projects

- Decorative Light Installation - Elm St.: This project involves the installation of two decorative lights along the sidewalk within the Elm Street right of way between Monroe and Franklin. The sidewalk was installed along this right of way several years ago to create a small gathering space on the southern boundary of the Original Town area. The Original Town plan calls for

decorative lighting to define the boundary. This project will complete the light installation. A notice to proceed has been issued to the contractor and they are in the process of ordering materials. *Capital Improvement Sales Tax Fund, \$12,000 (MEK)*

Parks and Recreation

2017 Projects

- Memorial Park Improvements: This project will provide much needed improvements at Memorial Park including upgrades to the walking trail, the addition of a loop trail and lighting of the sand volleyball courts. *Park Sales Tax Fund, \$150,000 (NM) 11/14/2016*
- ADA Access to Memorial Park Ball Fields: A project that improves the accessibility on fields #1 and #2 at Memorial Park. Concrete pads will be installed at the spectator areas of both fields and connect to the future trail scheduled for FY17. *Park Sales Tax Fund, \$65,000 (NM) 11/14/2016*
- Memorial Park West Parking Lot Extension: With the improvements scheduled for Memorial Park's west side, the current parking lot is not sufficient to support the expected use. This project will expand the current lot and increase parking opportunities. *Park Sales Tax Fund, \$37,500 (NM) 11/14/2016*
- Ward Park Shelter Facility: A small picnic shelter will be built on a 12' x 12' pad to provide shade and offer a place to rest and picnic near the playground at Ward Park. *Park Sales Tax Fund, \$6,500 (NM) 11/14/2016*
- Raymore Arboretum: This project converts the west side of Memorial Park into a living Arboretum with entrance and educational signage and supplemental tree planting. This project provides the Raymore Tree Board the opportunity to fund enhancements at the designated area of Memorial Park into an Arboretum. The Arboretum will provide a destination location for Memorial Park and preserve the park's natural resource while provide educational opportunities for residents and the local schools. *04 - Restricted Revenue Fund \$10,000 (NM)*
- Trail Lighting: This project involves a systematic study of costs, safety and needs assessment prioritizing the installation of lights along the trail system in the Parks and Recreation Department. Once the trail portions have been identified, staff will begin installation in the high priority areas. Discussion from the Community Conversations and resident safety drives the need for trail lighting. *Park Sales Tax Fund, \$100,000 (NM)*
- Park Maintenance Facility Fencing & Building Apron - This project would involve installation of a six foot high chain link fence around the work area

on the east side of the main shop facility, along with a concrete parking apron and maintenance bay approach to the building. The parking lot is currently gravel and the driveway approach is deteriorating. A recent MPR risk management audit identified the Parks work area east of the shop as a high risk for liability and recommends enclosure as soon as possible. *Capital Improvement Sales Tax Fund \$50,000, (NM)*

2016 Projects

- Hawk Ridge Park Phase (I-b) ADA Dock: This phase 1 project will start adding amenities to the Hawk Ridge Park. This particular project involves the purchase and installation of an ADA dock in Johnston Lake at the park. During discussions about the master plan for Hawk Ridge Park, having a dock to fish from was mentioned several times. Having this dock be ADA accessible will allow for patrons with disabilities to utilize it also. Under the current CAPS (Community Assistance Program) with the Missouri Department of Conservation, opportunities for grants and partnerships are available, staff presented these options to the Park Board in January and will revisit in February for further discussion. Staff met with MDC representatives on March 2nd to discuss the Grant process. A draft of the new CAPS agreement and proposed projects has been received. Staff provided an update to the Council and Park Board, the MO Department of Conservation will provide assistance with this project and other amenities totally 75% of total project costs. In addition, a 50 ft long fishing jetty will be added to the overall fishing access portion of the project. The draft document was approved by the Park Board and the City Attorney and sent by to MDC for final review before Council approval in Nov/Dec. *Parks Sales Tax Fund, \$45,000 (NM) 10/24/2016*
- Hawk Ridge Park Phase (I-c) Restroom: This phase 1 project will start adding amenities to the Hawk Ridge Park. This project would involve the installation of a restroom facility at the park. There is currently no water or electricity in the Park. With a trail and a fishing dock being added to Hawk Ridge Park in 2016, there will be increased use and the need for these facilities. Under the current CAPS (Community Assistance Program) with the Missouri Department of Conservation, opportunities for grants and partnerships are available, staff presented these options to the Park Board in January and will revisit in February for further discussion. Staff met with MDC representatives on March 2nd to discuss the Grant process. A draft of the new CAPS agreement and proposed projects has been received. Staff provided an update to the Council and Park Board, the MO Department of Conservation will provide assistance with this project and other amenities totally 75% of total project costs. The draft document was approved by the Park Board and the City Attorney and sent by to MDC for final review before Council approval in Nov/Dec. *Park Sales Tax Fund, \$90,000 (NM) 10/24/2016*
- Recreation Park Baseball Fields Shade Structure Project: This project involves the installation of spectator shade structures at the Recreation Park

ballfields. These structures will provide shade and foul ball protection for park patrons. Pre-bid meetings were held May 31 and June 1. The Bid opening was Tuesday, June 8. The Park Board reviewed bid results during work session on June 14 and officially recommended a contract award for Council approval on June 28. First and second reading of the bill(s) passed through the Council in July. The Park Board met with the contractor in August and discussed the project timeline and selected yellow and dark green as the colors for the fabric. The poles will be black to match the new ballfield fences. A notice to proceed was issued the week of August 29. Manufacturing of materials commenced in September, work is scheduled to begin the week of November 14th. . *Park Sales Tax Fund, \$194,000 (NM) 11/14/2016*

2015 Projects

- Hawk Ridge Park Walking Trail - Lake Loop

In 2015 the Park Board approved staff to prepare an RFP for the construction of a trail around Johnston Lake in Hawk Ridge Park. This trail will be a concrete path that is 4" in depth and 10' in width that loops around the perimeter of Johnston Lake. This project has been postponed until after the April GO Bond election. The project will be bid again based on the results of the April election in conjunction with other enhancement projects at Hawk Ridge Park. Staff met with the MDC on March 2nd to discuss 2 different projects. In this meeting, the MDC said changes have been made to their CAPS Program and Grants for trails around the lake can be applied for. Staff asked MDC to see if the Hawk Ridge Trail Project would qualify for this type of Grant. A draft of the new CAPS agreement and proposed projects has been received. Staff provided an update to the Council and Park Board, the MO Department of Conservation will provide assistance with this portion of the trail that connects the dock, jetty and restrooms. The draft document was approved by the Park Board and the City Attorney and sent by to MDC for final review before Council approval in Nov/Dec. *Park Sales Tax Fund, \$160,000; (NM) 10/24/2016*

2014 Projects

- Disc Golf Course: This project involves the creation of a disc golf course in Recreation Park . In February 2014, the Park Board directed that the Disc Golf Course be designed in house. Park Board Member Eric Eastwood volunteered to complete the course design and present it to the Park Board for its review. The Park Board reviewed the Disc Golf Project during its November 2015 and January 2016 Work Sessions. Park Staff installed a french drainage system on the southeast corner of the Recreation Park Trail near Hole #10 and the kiosk has been installed for the back 9 holes. Course signage and current Hole re-location will be designed to accommodate changes in the course with the addition of the new Activity Center. Additional sleeves for alternate holes have been installed. The Park Board reviewed signage options in the October work session. Staff began quoting

2013 Projects

- Landscaping in Recreation, Ward, Hawk Ridge and Memorial Parks - This project involves replacing or installing trees, shrubs and flowers in four City parks. Project was bid in September, 2013, but all bids received were either unresponsive or high. A new Request for Bid (RFB) has been issued. The bid opening is scheduled for Thursday, April 10th. Two bids were received for this project. Neither bid complied with specifications of the RFP. The bids were rejected and staff will do the work in house buying the plants as needed. A special fund has been established to accurately track all expenditures related to this project. Park Staff has planted trees along the trail at Moon Valley Park and installed a Butterfly Garden at Eagle Glen Natural Area. Additional plantings have been completed that include annuals for beautification in flower beds, park trees and general landscaping. Staff will be utilizing these funds for additional plantings in the proposed Memorial Park Arboretum area and for park entrance beautification. *Park Sales Tax Fund, \$28,700. (SR) 2/8/16*

Sanitary Sewer

2017 Projects

- Sanitary Sewer Inflow & Infiltration Reduction: This project involves relining of sewer mains, sealing of manholes and other actions to eliminate the infiltration of clean water entering the sanitary sewer system. In FY 2017, efforts will focus in the Good Ranch, SkyVue, Moon Valley and Park Place subdivisions. Clean water entering the sanitary sewer system results in increased costs due to the need to have larger pump stations and having pumps run more often than necessary, thereby increasing utility costs. In addition, the increased inflow/infiltration increases treatment costs for treatment by the Little Blue Valley Sewer District (LBVSD). The City has committed to LBVSD to make substantial efforts to reduce inflow and infiltration. The 2004 Sanitary Sewer Master Plan identified areas of significant inflow and infiltration throughout the city. This project will continue the City's longstanding annual program to alleviate inflow and infiltration in identified areas. *Enterprise Capital Maintenance Fund, \$120,000 (MEK)*
- Silvertop Sewer Replacement - This project involves replacing approximately 300 feet of failed clay sewer pipe along Silvertop Lane in the vicinity of Cove Drive. In response to several inquires regarding sewer backups in this area, Public Works staff televised the lines and discovered several sags and failed

pipe that are impeding sewer flow. *Enterprise Capital Maintenance Fund*, \$60,000 (MEK)

2016 Projects

- Sanitary Sewer Inflow & Infiltration Reduction: This project involves relining of sewer mains, sealing of manholes and other actions to eliminate the infiltration of clean water entering the sanitary sewer system. In FY 2016, efforts will be focused in subdivisions south of Lucy Webb Road and west of Madison Street. Clean water entering the sanitary sewer system results in increased costs due to the need to have larger pump stations and having pumps run more often than necessary, thereby increasing utility costs. In addition, the increased inflow/infiltration increases treatment costs for treatment by the Little Blue Valley Sewer District (LBVSD). The City has committed to LBVSD to make substantial efforts to reduce inflow and infiltration. The 2004 Sanitary Sewer Master Plan identified areas of significant inflow and infiltration throughout the city. This project will continue the City's longstanding annual program to alleviate inflow and infiltration in identified areas. Staff anticipates advertising this project for bid in September Council will be considering a contract award for this project at the November 14 City Council Meeting. *Enterprise Capital Maintenance Fund*, \$127,566 (MEK)
- Owen Good Service Pump Impeller Replacement: The project calls for the replacement of the impellers for the existing sanitary sewer pump, that have reached the end of their useful life. The equipment has surpassed the end of its useful service life. Over the past three years maintenance and repair costs have averaged \$15,000 per year. Installation is anticipated to occur in March. This project is complete. *Enterprise Capital Maintenance Fund*, \$22,000 (MEK)

Storm Water

2017 Projects

- Annual Curb Replacement: The City is in the midst of a multi-year program to address curb deterioration. The proposed FY 2017 and future funding from both the Transportation and Stormwater Funds will provide for removal and replacement of approximately 20,000 feet of curb and gutter at various locations each year. The concrete curb and gutter has deteriorated in many areas throughout the City. In 2012, Engineering staff completed a condition survey of curb and gutter throughout the city and that survey is being updated during the summer and fall of 2016. The cost of the replacement program is being borne by both the Stormwater and Transportation Funds in recognition of the fact that curbs serve both as a road support device and as a stormwater conveyance measure. *Stormwater Fund*, \$100,000 (MEK)

- Detention Pond Rehab/Beautification Partnership - This project involves the pilot of a program to modify an existing detention pond to proper EPA standards and provide education and training to the landowner to cover the proper annual maintenance. The project will involve tasks such as; removal of existing vegetation, regrading of pond bottoms, removal of low-flow concrete channels, and replacing these items with the appropriate plantings identified in the MARC/APWA Best Management Practices Manual. There are a number of detention ponds throughout the City that have become overgrown with vegetation which is impacting their ability to control stormwater. Also this limits their ability to provide any water quality treatment as required by current regulatory standards. *Capital Improvement Sales Tax Fund \$50,000 (MEK)*
- City Hall Detention Pond - This project involves the modification of the existing detention pond to proper EPA standards and the creation of a proper annual maintenance program. The City Hall detention pond has become overgrown with vegetation. The purpose of this project is for the City to upgrade the existing detention pond and make the necessary adjustments in order to provide enhanced water quality measures prior to discharging water from the site which ultimately drains into Silver Lake. *Capital Improvement Sales Tax Fund \$80,000 (MEK)*
- Municipal Center BMPs - This project involves the creation and implementation of BMPs (Best Management Practices) for the storm water detention areas associated with the Municipal Center property. The primary purpose of using BMPs is to protect beneficial uses of water resources through the reduction of pollutant loads and concentrations, and through reduction of discharges (volumetric flow rates) causing stream channel erosion. *Stormwater Fund, \$80,000 (MEK)*
- FY17 Stormwater Improvements - This project involves several stormwater improvement projects at locations throughout the City: Dean Ave - Culvert Installation, Park Dr. - Replacement of collapsed culvert south of Lillian Lane. Sierra Court - Underdrain installation and 58 Hwy - Headwall Repairs. During heavy rain events the discharge through the culvert which drains to the field, to the west, exceeds the capacity of the roadside swale along the southbound lanes of Dean Ave. The culvert pipes under Park Drive and along side yards have failed and are causing sinkholes and pavement settlements. The chronic flow of groundwater across the pavement is causing premature pavement failure on Sierra Court. The headwalls of two culvert crossings have deteriorated and are causing edge of roadway failures on 58 Hwy. *Capital Improvement Sales Tax Fund, \$74,000 (MEK)*
- Cul-de-sac Program - This project involves a pilot program to modify several cul-de-sacs to include an island rain garden. res of concentration in 2017 are: N. Oxford, Meadowlark Dr and Rachel Circle. There are a number of cul-de-sacs throughout the City that have a considerable amount of asphalt with no center island. *Transportation Fund, \$100,000 (MEK)*

2016 Projects

- Annual Curb Replacement: The City is in the midst of a multi-year program to address curb deterioration. The proposed FY 2016 and future funding from both the Transportation and Stormwater Funds will provide for removal and replacement of approximately 20,000 feet of curb and gutter at various locations each year. The concrete curb and gutter has deteriorated in many areas throughout the City. In 2012, Engineering staff completed a condition survey of curb and gutter throughout the city and that survey is being updated during the summer and fall of 2015. The cost of the replacement program is being borne by both the Stormwater and Transportation Funds in recognition of the fact that curbs serve both as a road support device and as a stormwater conveyance measure. Staff anticipates advertising this project for bid in April. A bid opening is scheduled for May 4th . A contract award for this project is being presented to Council for consideration at the May 23rd meeting. Construction has started. *Stormwater Fund, \$100,000 (MEK)*
- City-Wide Median Beautification: This project involves modification to existing decorative islands throughout the City to provide water quality improvements. There are a number of medians and islands throughout the City with no known party responsible for the maintenance. The purpose of this project is for the City to take over maintenance of these areas. A Bid Opening has been scheduled for August 3rd, 2016. Staff will be presenting this contract to the City Council for award on August 22nd. Work is scheduled to start on the median at Huntsman and 58 Highway. This work will require closure of the intersection. Advance information signs will be placed shortly. The intersection of Huntsman and 58 Highway has been closed to facilitate the construction. The contractor has started curb removal. *Stormwater Fund, \$92,000 (MEK);*

Transportation

2017 Projects

- Annual Curb Replacement Program: The City is in the midst of a multi-year program to address curb deterioration. The proposed FY 2017 and future funding from both the Transportation and Stormwater Funds will provide for removal and replacement of approximately 20,000 feet of curb and gutter at various locations each year. The concrete curb and gutter has deteriorated in many areas throughout the City. In 2012, Engineering staff completed a condition survey of curb and gutter throughout the city and that survey is being updated during the summer and fall of 2016. The cost of the replacement program is being borne by both the Stormwater and Transportation Funds in recognition of the fact that curbs serve both as a road support device and as a stormwater conveyance measure. *Transportation Fund, \$400,000 (MEK)*

- Annual Street Preservation Program: Street Preservation involves taking actions to preserve the local street network, which may include milling of streets and overlaying it with several inches of pavement, micro paving, chip/sealing, and crack sealing. This occurs in various locations around the City, approved by the City Council on an annual basis. The City's Comprehensive Pavement Management program outlines a regular maintenance schedule for the street network in order to maintain the network in "good" condition or better. In June of 2014, staff outlined a plan to address streets in the city that were beginning to fall into the "poor" category according to the Pavement Management Program and received Council approval to include the plan in the 2015 capital budget and beyond. *Transportation Fund, \$800,000 (MEK)*
- Annual Sidewalk Program: This project involves installation of sidewalks on streets that do not currently have sidewalks on either side of the street. Exact locations for installation are approved each year as part of a long-term program. Many of the older neighborhoods in Raymore are lacking any type of pedestrian system. A long-term sidewalk program is in place to install sidewalks on streets that do not currently have sidewalks on either side of the street. *Transportation Fund, \$117,000 (MEK)*
- Maintenance of Thoroughfare Routes: This project involves micro-surfacing collector and arterial roads on a regular six-year cycle. In FY 2017 this will entail Dean Ave and Lucy Webb. The City's Comprehensive Pavement Management Program recommends that collector and arterial streets receive surface treatments on a regular basis to preserve the integrity of the pavement and increase service life. *Excise Tax Fund, \$155,000 (MEK)*
- Audible Pedestrian Signals - This project involves modification to the pedestrian signals at the intersections of Mott Drive, Foxridge Drive, Sunset and Madison along 58 Hwy as well as the intersection of Lucy Webb and Foxridge Drive to install audible warnings to the pedestrian signals. As part of the Walk Friendly Community Initiative modifications of the pedestrian signals was identified as a need during our pedestrian system assessment. *Transportation Fund, \$30,000 (MEK)*
- Municipal Center Sidewalks & Lighting - This project involves installation of a 8 foot wide sidewalk and lighting along the outer edge of the circle along Lots 2,4,5,6 & 11 of Municipal Circle. With the completion of the Municipal Center there is a need to complete the pedestrian network within the municipal complex and provide the pedestrian connection to Johnston Drive. *Transportation Fund, \$114,000 (MEK)*
- Street Light Installation - This project involves the installation of street light for all development started prior to November 1, 2016 at the following locations: Edgewater 5th - 6 lights, Westbrook 11th - 6 lights, High Point 3rd - 3 lights and Brookside 10th - 6 lights. During 2016 the City purchased all the

KCP&L street lights throughout the City effective June 1, 2016. At the time of purchase the City had collected a number of street light fees with the development permits. The City is now responsible for all street lights not yet installed prior to the permitting being changed to developer installation effective November 1, 2016. *Capital Improvement Sales Tax Fund \$88,000 (MEK)*

2016 Projects

- Annual Curb Replacement Program: Annual Curb Replacement: The City is in the midst of a multi-year program to address curb deterioration. The proposed FY 2016 and future funding from both the Transportation and Stormwater Funds will provide for removal and replacement of approximately 20,000 feet of curb and gutter at various locations each year. The concrete curb and gutter has deteriorated in many areas throughout the City. In 2012, Engineering staff completed a condition survey of curb and gutter throughout the city and that survey is being updated during the summer and fall of 2015. The cost of the replacement program is being borne by both the Stormwater and Transportation Funds in recognition of the fact that curbs serve both as a road support device and as a stormwater conveyance measure. Staff anticipates advertising this project for bid in April. Based on input received at the March 7th Worksession staff has started preparing bidding documents. A bid opening is scheduled for May 4th. A contract award for this project is being presented to Council for consideration at the May 23rd meeting. The contractor is currently working in the Town Center/Lakeshore areas. The overall project is approximately 80% complete. *Transportation Fund, \$400,000 (MEK)*
- Annual Street Preservation Program: Street Preservation involves taking actions to preserve the local street network, which may include milling of streets and overlaying it with several inches of pavement, micropaving, chip/sealing, and crack sealing. This occurs in various locations around the City, approved by the City Council on an annual basis. The City's Comprehensive Pavement Management program outlines a regular maintenance schedule for the street network in order to maintain the network in "good" condition or better. In June of 2014, staff outlined a plan to address streets in the city that were beginning to fall into the "poor" category according to the Pavement Management Program and received Council approval to include the plan in the 2015 capital budget and suspend the normal street preservation program for one year. Since that time and with the removal of the project "Maintenance of Thoroughfare Routes" from the Transportation Fund into the Excise Tax Fund, additional funding can be utilized to address the normal street preservation program up to an amount of \$150,000. Staff will be presenting the overlay portion of the project for contract award at the March 28th City Council Meeting. Mill and Overlay work on Foxridge Drive, 195th Street and Kentucky Road are scheduled to start this week. A bid opening for the micro-surface and fog seal portion of this project is scheduled for May 4th. A contract for the micro-surface and

fog seal portion of this work is being presented to Council at the May 23rd meeting. The micro-surface portion of the project is complete. The fog seal portion of the work is complete. *Transportation Fund, \$800,000 (MEK)*

- Annual Sidewalk Program: This project involves installation of sidewalk on streets that do not currently have sidewalks on either side of the street. Exact locations for installation are approved each year as part of a long-term program. Many of the older neighborhoods in Raymore lack a sidewalk or pedestrian path. Staff has finalized locations of the sidewalk and will be mailing notices for a Public Hearing at the April 25th Council Meeting. A Contract for this project will be presented to Council for consideration at the July, 11th City Council meeting. The contractor has installed the sidewalk along Stonegate Elementary. The remainder of the work is scheduled to start later this month. *Transportation Fund, \$117,000 (MEK)*
- Maintenance of Thoroughfare Routes: This project involves micro-surfacing collector and arterial roads on a regular six-year cycle. In FY 2016 this will entail 58 Highway Dean Ave to J Highway. The City's Comprehensive Pavement Management Program recommends that collector and arterial streets receive surface treatments on a regular basis to preserve the integrity of the pavement and increase service life. *Excise Tax Fund, \$224,000 (MEK)*
- Construction of Sunset Lane Gap: This project involves the construction of Sunset Lane to urban standards through the southern unplatted area of the Evan-Brook Development. An RFQ for Design Services is due March 17th. Staff has negotiated a cost share agreement with the property owner that will result in development of the entire parcel. The City Council will be considering approval of the final plat for Evan-Brook 7th which includes this work at it's meeting of October 24th. *Transportation Fund, \$350,000 (MEK)*
- Installation of Sidewalk - Johnston Drive and Foxridge Drive: This project involves the construction of sidewalk in existing gaps along Johnston Drive and Foxridge Drive on the west side of the roads. This project will provide connectivity to retail areas adjacent to Creekmoor and Remington neighborhoods. This project will be combined with the annual sidewalk project. The contractor has started work on the Foxridge Drive Sidewalk. *Transportation Fund, \$43,000 (MEK) 11/14/16*

Water Supply

2017 Projects

- Gore Road Water Main and Meter Station: This project will replace an eight-inch water main along Gore Road that extends from Washington Street to just short of Kurzweil Road with a 16-inch main to Kurzweil Road, and install a meter station at Kurzweil Road. The project will provide increased supply and fire protection to the area of the City north of 58 Highway

between Kurzweil Road and Kentucky Road. This project has been reprogrammed and additional funding provided due to requirements of Kansas City Water Services. The 2004 Water System Master Plan identified the need for additional connection points to the Kansas City transmission main in order to meet demand for water caused by growth in the area. *Water Connection Fund, \$120,000 (MEK)*

- Sensus Meter Reading System - This project will fund for a multi-year program to convert our current residential water meters to Sensus meters, electronic reading transmitters and handheld reading equipment. The current system is aging and in need of replacement. In 2004, the City made a decision to go with AMCO meters and reading system. Although this system has been a good system and will continue to be utilized during the transition, staff was not able to fully implement the conversion. There are still numerous touchpad and manual meters in the system. *Enterprise Capital Maintenance Fund \$150,000 (MEK)*

2015 Projects

- Foxwood Water Tower Painting and Repair: This project involves rehabilitation of the existing Foxwood Water Tower. The work will include complete removal of the existing coating, minor structural repairs, modifications to comply with current codes, and repainting of the interior and exterior of the tower. An inspection and analysis of the water tower was performed in 2009. It determined that the existing coating would need replacement in 2015. Minor structural defects needing repair were also identified. Staff has issued an RFQ for Consulting Services. Responses are due April 14th. Staff will be recommending a contract award for design and inspection services at the May 11, 2015 City Council Meeting. A design kick-off meeting has been scheduled for July 28th. The painting of the water tower will be completed in the Spring of 2016. Staff has received draft plans and specifications for review Council will be considering award of this contact at the September 12th meeting. Work is scheduled to occur early spring 2017. *Enterprise Capital Maintenance Fund, \$400,000 (MEK);*

2014 Projects

- Gore Road Water Main and Meter Station: This project will replace an eight-inch water main along Gore Road that extends from Washington Street to just short of Kurzweil Road with a 16-inch main to Kurzweil Road, where it would connect to the Cass County Transmission Main. The project includes construction of a meter station, as required by the City's agreement with Kansas City Water Services. The project will provide increased supply and fire protection to the area of the City north of 58 Highway between Kurzweil Road and Kentucky Road. The 2004 Water System Master Plan identified the need for additional connection points to the Kansas City transmission main in order to meet demand for water caused by growth in the area.

It was anticipated that a portion of design of this project would be outsourced. Upon further review and a meeting with Kansas City Water Services, staff has determined we are capable of designing this project in-house. This will delay construction bidding until mid-summer. Staff has delayed design of this project until fall due to the need to accelerate the design of the Phase I improvements for the Farmers Market in order to assure the improvements are completed prior to the spring 2015 season. Staff has finalized plans and has submitted them to Kansas City Water Services for final review comments. This project will be advertised for bid in November 2016. *Water Connection Fee Fund, \$514,600. (MEK) (12/28/15); Bid opening 2-18-2016*

Bond Projects

Raymore Parks

- **Municipal Center**: This Project includes the design and construction of a facility located on Municipal Circle that will include: Parks and Recreation Department offices, meeting room, event space, and outdoor gathering space. The building would provide the much need community room space that was eliminated in 2011 with the facility remodeling of the Police Department. This would also create a relief at City Hall for the numerous meetings for Council Chambers that overlap and have to be rescheduled. The architect is currently working on completing final plans for the building and site. Staff is currently reviewing 50% plans and specifications. Plans have been completed and a bid opening is scheduled for October 4th. Staff will be making a recommendation concerning the award of this project on October 24th. *Capital Improvement Sales Tax Fund, \$1,815,250; 2016 General Obligation Bond, \$1,774,000 (MH) 7/5/2016*
- **Activity Center at Recreation Park**: This project will replace the current Park House Rental / Camp Facility at Recreation Park. The Activity Center will include staff support space, a basketball gym, walking track, volleyball courts and recreation equipment storage space. The Park Board and City Council reviewed preliminary designs by SFS Architecture on June 20. 2016SFS has completed a concept floor plan and is currently working on exterior features *General Obligation Bond, \$2,843.000 (MH) 7/5/2016*
- **Hawk Ridge Park - Additional Signage**: The final phase of the Hawk Ridge Park Master Plan calls for park signage that includes monument entrance signs, facility signs, trail and wayfinding signage, furnishings and other features that will enhance the park experience. An RFQ for park improvements included engineering and site design was issued the week of September 19th. Staff begin interviewing qualified firms the week of 10/20. The Park Board was presented with a staff recommendation at their October business meeting. A

recommendation and request for contract will be before the Council in late November. *2016 General Obligation Bond, \$85,000 (NM) 11/14/2016*

- Hawk Ridge Park - Amphitheater: Located on the east side of Johnston Lake in Hawk Ridge Park, the amphitheater is the focal point of the HRP Master Plan and would be the facility for theater, musical performances and other community arts programming. This project involves other amenities that include additional parking, restrooms, trail enhancements, infrastructure and grading work. An RFQ for park improvements included engineering and site design was issued the week of September 19th. Staff begin interviewing qualified firms the week of 10/20. The Park Board was presented with a staff recommendation at their October business meeting. A recommendation and request for contract will be before the Council in late November. *2016 General Obligation Bond, \$675,100 (NM) 11/14/2016*
- Hawk Ridge Park - Parking lot expansion & ADA Playground: This phase of the Hawk Ridge Park improvements include an all-inclusive playground, parking and infrastructure expansion on the north-west side of Johnston Lake. These enhancements will connect to the trail, restrooms and fishing dock. An RFQ for park improvements included engineering and site design was issued the week of September 19th. Staff begin interviewing qualified firms the week of 10/20. The Park Board was presented with a staff recommendation at their October business meeting. A recommendation and request for contract will be before the Council in late November. *2016 General Obligation Bond, \$700,000 (NM) 11/14/2016*
- Recreation Park Parking Lot: This project will rejuvenate the parking lots and the patron areas around the concession stands in Recreation Park. Work is scheduled to begin in mid-August. This project was bid in conjunction with other similar projects previously bid through the Engineering department. Crack sealing is complete and microsurfacing of the parking areas is finished. Parking lot striping was completed the week of 10/17/2016. Work around the concessions/spectator areas will be finished in late October. The parking lot project is complete. *2016 General Obligation Bond, \$54,000 (NM) 11/14/2016*
- Recreation Park Trail Rehabilitation: This project will replace broken down portions of the Recreation Park walking trail, crack seal and refurbish the entire loop trail. This project was bid in conjunction with other similar projects previously bid through the Engineering department. Work began the week of October 17 and is nearing completion. *2016 General Obligation Bond, \$55,000 (NM) 11/14/2016*
- T.B Hanna Station Park - Splash Park/Skate Rink: T.B. Hanna Station will gain a number of new amenities that would join the newly opened Depot shelter. Included in this project would be a spray water park, community ice rink and playground. Staff is preparing an RFQ for preliminary site design. *2016 General Obligation Bond, \$600,000 (NM) 11/14/2016*

- 58 Highway: This project involves removal of the asphalt surface, curb and sidewalk repairs and placing a new asphalt surface and striping on 58 Highway from Dean Ave. to J-Highway. Staff anticipates advertising this project for bid in July. A bid opening has been scheduled for August 10th, 2016. Work is scheduled to start the week of September 19th. This project is currently 90% complete. *2016 General Obligation Bond, \$1,400,000 (MEK) 11/14/2016*
- Foxridge Drive: This project involves the extension of Foxridge Drive from Old Paint Road to Dean Avenue. Staff anticipates construction starting in late fall 2016 or spring 2017. Staff will be making recommendation regarding engagement of a Consultant for this project at the October 10 th meeting of the City Council. *2016 General Obligation Bond \$700,000 (MEK) 06/27/2016*
- Johnston Drive: This project involves the extension of Johnston Drive from S. Darrowby Drive to Dean Avenue. Staff anticipates construction starting in late fall 2016 or spring 2017. Staff will be making recommendation regarding engagement of a Consultant for this project at the October 10 th meeting of the City Council. *2016 General Obligation Bond \$350,000 (MEK) 06/27/2016*
- Kentucky Construction: This project involves constructing a new segment of road which will re-align Kentucky Road from approximately Harold Drive to the Raymore Galleria signalized intersection. The anticipated start date for this project is spring 2017. Staff will be making recommendation regarding engagement of a Consultant for this project at the October 10 th meeting of the City Council. *2016 General Obligation Bond \$700,000 (MEK) 06/27/2016*

Community Development Monthly Report

November 14, 2016
City Council Meeting
Page 27 of 337



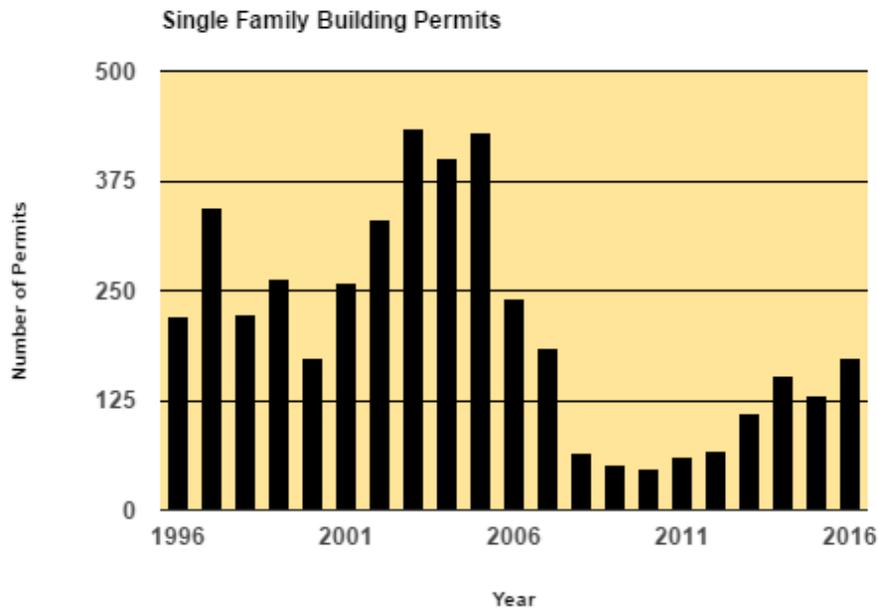
OCTOBER 2016

Building Permit Activity

Type of Permit	Oct 2016	2016 YTD	2015 YTD	2015 Total
Detached Single-Family Residential	13	160	96	139
Attached Single-Family Residential	0	14	6	6
Multi-Family Residential	0	0	6	0
Miscellaneous Residential (deck; roof)	28	408	318	363
Commercial - New, Additions, Alterations	0	18	20	23
Sign Permits	6	46	36	52
Inspections	Oct 2016	2016 YTD	2015 YTD	2015 Total
Total # of Inspections	627	5,280	4,025	4,919
Valuation	Oct 2016	2016 YTD	2015 YTD	2015 Total
Total Residential Permit Valuation	\$2,849,600	\$40,645,400	\$26,336,300	\$34,819,700
Total Commercial Permit Valuation	\$140,600	\$956,200	\$3,629,400	\$3,660,400

Additional Building Activity:

- Site work continues for the Raymore Marketplace center at the southeast corner of Dean Avenue and 58 Highway. Building permits have been issued for the retail building and Qdobe restaurant.
- Building construction plans have been reviewed for the Panda Express restaurant and the addition to the Creekmoor Clubhouse
- Building construction plans have been reviewed for the Municipal Center building



Code Enforcement Activity

Code Activity	Oct 2016	2016 YTD	2015 YTD	2015 Total
Code Enforcement Cases Opened	61	335	223	229
<i>Notices Mailed</i>				
-Tall Grass/Weeds	28	219	166	166
- Inoperable Vehicles	2	29	12	12
- Junk/Trash/Debris in Yard	7	28	22	24
- Object placed in right-of-way	1	4	2	2
- Parking of vehicles in front yard	14	21	1	1
- Exterior home maintenance	9	15	5	5
- Other (trash at curb early; signs; etc)	0	19	15	19
Properties mowed by City Contractor	15	63	59	59
Abatement of violations (silt fence repaired; trees removed; stagnant pools emptied; debris removed)	0	1	0	0
Signs in right-of-way removed	58	198	172	190

Development Activity

Current Projects

- Assisting City staff on development of plans for the Municipal Circle meeting space building and for the proposed activity center at Recreation Park.
- Site Plan for Recreation Activity Center to locate in Recreation Park
- Evan-Brook 7th Preliminary and Final Plat
- Rezoning and Preliminary Plat approval for Eagle Glen Parcels 5 and 7
- Timber Trails Open Space Plat
- Variance request at 416 S. Lakeshore
- Variance request at 1328 E. Walnut

	As of Oct 31, 2016	As of Oct 31, 2015	As Oct 31, 2014
Homes currently under construction	230	202	101
Total number of Undeveloped Lots Available (site ready for issuance of a permit for a new home)	655	781	853
Total number of dwelling units in City	7,922	7,742	7,564

Actions of Boards, Commission, and City Council

City Council

October 10, 2016

- Approved on 2nd reading the conditional use permit for the Recreation Activity Center
- Confirmed the installation by the City of sidewalk on 10 undeveloped lots

October 24, 2016

- Reappointed Jerry Faulkner and John Berendzen to the Planning and Zoning Commission
- Reappointed David Woste and Michael Vinck to the Board of Adjustment
- Postponed the public hearing for the Evan Brook 7th Preliminary Plat to the November 14, 2016 meeting
- Approved on 1st reading the Timber Trails Open Space Final Plat

Planning and Zoning Commission

October 18, 2016

- Recommended approval of the Timber Trails Open Space Final Plat

- Recommended approval of the Evan Brook 7th Preliminary Plat
- Recommended approval of the Evan Brook 7th Final Plat

Upcoming Meetings – November & December

November 14, 2016 City Council

- 2nd reading - Timber Trails Open Space Final Plat
- Resolution - Evan Brook 7th Preliminary Plat (public hearing)
- 1st reading - Evan Brook 7th Final Plat
- 1st reading - Eagle Glen Parcel 5 rezoning

November 15, 2016 Planning and Zoning Commission

- Recreation Activity Center site plan

November 15, 2016 Board of Adjustment

- Variance request to minimum lot width for lot behind 1328 E. Walnut Street
- Variance request to maximum building coverage for proposed home at 416 Lakeshore Drive

November 28, 2016 City Council

- 2nd reading - Evan Brook 7th Final Plat
- 2nd reading - Eagle Glen Parcel 5 rezoning
- Resolution - Eagle Glen Parcel 5 and 7 Preliminary Plat

December 6, 2016 Planning and Zoning Commission

- No items currently scheduled

December 12, 2016 City Council

- No development items currently scheduled

December 20, 2016 Planning and Zoning Commission

- No items currently scheduled

December 26, 2016 City Council

- Holiday

Department Activities

- Director Jim Cadoret and Building Official Jon Woerner continue to assist as committee members on design of the proposed Recreation Activity Center at Recreation Park and for the community meeting space building in the Municipal Complex.
- Director Jim Cadoret and Building Official Jon Woerner are participating on the City team on the Google Fiber installation project
- Director Jim Cadoret participated as a member of the Communities for All Ages Task Force working to complete the Assessment phase of the initiative. There are 5 residents and 3 City staff members serving on the task force. The assessment report was submitted to MARC on October 31, 2016.
- Director Jim Cadoret attended the Economic and Business Case for Age-Friendly Communities seminar sponsored by the Communities for All Ages Professional Network.
- Director Jim Cadoret attended the Complete Streets Implementation seminar sponsored by the Academy for Sustainable Communities
- Director Jim Cadoret participated in town hall meetings sponsored by Cass County non-profit organizations to discuss benefits and concerns associated with affordable housing developments. Staff discussed the recently opened Ridgeway Villas development.
- GIS Coordinator Heather Eisenbarth and Director Jim Cadoret participated in a demonstration by Pictometry on the use of imagery for property assessment purposes. The Cass County Assessor hosted the demonstration to allow for discussion on potential uses of the imagery.
- Staff held a Good Neighbor meeting for the proposed rezoning and preliminary plat for Parcels 5 and 7 in Eagle Glen Subdivision.
- Director Jim Cadoret attended the American Planning Association Missouri Chapter Statewide Planning Conference in Springfield.

GIS Activities

- Update of geospatial layers relating to City Council & Planning Commission actions

- Creation of various (map) illustrations to support operations and planning activitiesImprovement of information & various web mapping applications
- Review of flight acquisition metadata for final delivery
- Update of stored SQL database procedures, script references and operating tools as required
- Evaluation software/services by request
- Maintenance of internal and public web mapping platforms
- Integrated record drawings of approved facilities
- Draft of NPDES (operational) data for consideration
- Existing surface profile of MO58

Parks and Recreation Monthly Report

November 14, 2016
City Council Meeting
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October 2016

Through the Month



October 1 - 8

- Director Musteen and Superintendent Rulo attended the National Recreation and Park Association Annual Conference. This year's event was held in St. Louis, MO.

October 9 - 15

- City Council - Monthly Parks & Recreation Report, Conditional Use Permit for the Recreation Park Activity Center, First reading of the FY17 Budget, First reading of the FY17 Capital Improvement Budget
- Recreation Committee Meeting, Tuesday
- Community for All Ages Task Force, Thursday
- Parks and Recreation Staff met at the Depot to discuss the upcoming Mayor's Tree Lighting Event.
- Work Continues on the Fort at Recreation Park



October 16 - 22

- City Council Work Session - Discussion on the naming of the Municipal Center, selection of Art process and procedures and further discussion on additional CIP projects for the FY17 year.
- Hawk Ridge Park Design Interviews, Wednesday
- GO Bond projects continue to progress at Recreation Park with the striping of the north parking lot and portions of the trail being replaced
- Submitted the approved CAP agreement to the Missouri Department of Conservation for final review prior to Council approval.

October 23 - 29

- "The Fort" Ribbon Cutting, October 24 @ 9:00am on location
- Hawk Ridge Park Design Interviews
- City Council - Second reading of the FY17 Budget, Second reading of the FY17 Capital Improvement Budget, first and second



Parks and Recreation Monthly Report

November 14, 2016
City Council Meeting
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reading of the Municipal Center construction contract.

- Park Board Work Session and Business Meeting
- Harvest Night - October 28

Day-to-Day

Weekly planning meetings for the GO Bond projects.

Director Musteen worked with City Management Team providing information on proposed FY17 CIP projects from the City Council

Director Musteen and Office Assistant, Greta Naab, finalized applications and wording for the Honor Bricks.

The Management Team is reviewing the Municipal Code. This is a weekly work session that coincides with the Charter Review Commission.

Coming Up - Calendar of Events

- November 22 - Park Board Meeting
- November 28 - City Council
- December 2 - Mayor's Tree Lighting @ T.B. Hanna Station
- December 5 - City Council Work Session
- December 13 - Park Board Work Session
- December 19 - City Council



Raymore Legacy



The Raymore Legacy Program will present the first Raymore Honor Bricks at the Veteran's Day Celebration on November 10th at T.B. Hanna Station.

The Memorial Benches are scheduled to be installed this fall.

The Tribute tree is scheduled to be planted with the fall tree planting in November.

Brochures are available at City Hall and more information is located at www.raymore.com/parks

Respectfully Submitted,

Nathan Musteen, Parks and Recreation Director

MUNICIPAL DIVISION SUMMARY REPORTING FORM

November 14, 2016

any court activity

I. COURT INFORMATION		Contact information same as last report <input type="checkbox"/>		Page 35 of 337
Municipality: RAYMORE		Reporting Period: October, 2016		
Mailing Address: 100 MUNICIPAL CIRCLE	Software Vendor: Tyler Technologies			
Physical Address: 100 MUNICIPAL CIRCLE	County CASS COUNTY	Circuit: 17		
Telephone Number: (816) 331-1712	Fax Number: (816) 331-0634			
Prepared By: ALBERTA A. TALKEN	E-mail Address atalken@raymore.com	iNotes <input type="checkbox"/>		
Municipal Judge(s): ROSS C. NIGRO JR.	Prosecuting Attorney: WILLIAM MARSHALL II			

II. MONTHLY CASELOAD INFORMATION	Alcohol & Drug related Traffic	Other Traffic	Non-Traffic Ordinance
A. Cases (citations / informations) pending at start of month	40	1,114	745
B. Cases (citations / informations) filed	1	198	77
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	1
3. court / bench trial - NOT GUILTY	0	0	0
4. plea of GUILTY in court	1	88	29
5. Violations Bureau Citations (i.e., written plea of guilty) and bond forfeitures by court order (as payment of fines / costs)	0	86	7
6. dismissed by court	0	3	3
7. nolle prosequi	3	15	10
8. certified for jury trial(not heard in the Municipal Division)	0	0	0
9. TOTAL CASE DISPOSITIONS	4	192	50
D. Cases (citations / informations) pending at end of month [pending caseload = (A + B) - C9]	37	1,120	772
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	140	# Issued during period	0
2. # Served/withdrawn during reporting period	100	<input checked="" type="checkbox"/> Court staff does not process parking tickets	
3. # Outstanding at end of reporting period	1,156		

MUNICIPAL DIVISION SUMMARY REPORTING FORM

November 14, 2016
City Council Meeting
October 30, 2016
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I. COURT INFORMATION	Municipality: RAYMORE	Reporting Period:
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V. DISBURSEMENTS			
Excess Revenue (minor traffic violations, subject to the excess revenue percentage limitation)		Other Disbursements cont.	
Fines - Excess Revenue	\$ 15,416.50		\$
Clerk Fee - Excess Revenue	\$ 1,500.00		\$
Crime Victims Compensation (CVG) Fund surcharge - Paid to City/Excess Revenue	\$ 46.25		\$
Bond forfeitures (paid to city) - Excess Revenue	\$ 85.00		\$
Total Excess Revenue	\$ 17,047.75		\$
Other Revenue (non-minor traffic and ordinance violations not subject to the excess revenue percentage limitation)			\$
Fines - Other	\$ 14,834.50		\$
Clerk Fee - Other	\$ 984.00		\$
Judicial education Fund (JEF) <input checked="" type="checkbox"/> Court does not retain funds for JEF	\$ 0.00		\$
Peace Officer Standard and Training (POST) Commission surcharge	\$ 207.00		\$
Crime Victims Compensation (CVC) Fund surcharge - Paid to state	\$ 1,475.91		\$
Law Enforcement Training (LET) Fund surcharge	\$ 414.00		\$
Domestic Violence Shelter surcharge	\$ 832.00		\$
Inmate Prisoner Detainee Security Fund surcharge	\$ 412.00		\$
Sheriff's Retirement Fund (SRF) surcharge	\$ 0.00		\$
Restitution	\$ 0.00		\$
Parking ticket revenue (including penalties)	\$ 0.00		\$
Bond forfeitures (paid to city) - Other	\$ 715.00		\$
Total Other Revenue	\$ 19,874.41		\$
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.		Total Other Disbursements	\$ 130.34
		Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited	\$ 37,052.50
DUI	\$ 100.00		
O/R CVC Paid to City	\$ 30.34	Bond Refunds	\$ 1,707.50
	\$	Total Disbursements	\$ 38,760.00

Office of State Courts Administrator, Statistics, 2112 Industrial Drive, P.O. Box 104480, Jefferson City, MO 65110

Consent Agenda

THE RAYMORE COUNCIL MET IN REGULAR SESSION ON MONDAY, OCTOBER 10, 2016 IN COUNCIL CHAMBERS AT 100 MUNICIPAL CIRCLE, RAYMORE, MISSOURI. MEMBERS PRESENT: MAYOR TURNBOW, COUNCILMEMBERS BARBER, BURKE, III, HOLMAN, HUBACH, MOORHEAD, AND SEIMEARS, CITY MANAGER JIM FEUERBORN, CITY CLERK JEANIE WOERNER, AND CITY ATTORNEY JONATHAN ZERR.

- 1. Call To Order.** Mayor Pro Tem Moorhead Mayor Turnbow called the meeting to order at 7:00 p.m.
- 2. Roll Call.** City Clerk Jeanie Woerner called roll; quorum present to conduct business. Councilmembers Abdelgawad and Kellogg absent.
- 3. Pledge of Allegiance.**
- 4. Presentations/Awards.**

City Clerk Jeanie Woerner administered the Oath of Office to John Seimears. Mr. Seimears assumed his seat at the dais.

5. Personal Appearances.

Arts Commission Chair Sharon Parys introduced Sandra Braga, President of Tri County Art League who spoke to the Council about their organization and acknowledged the Chamber Art Exhibit artists.

6. Staff Report.

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

Parks and Recreation Director Nathan Musteen reviewed the report included in the Council packet and provided updates on upcoming department events and activities.

Chief of Police Jan Zimmerman provided statistical information regarding the Investigation Division for the department.

City Manager Jim Feuerborn reviewed upcoming items for the October 17 work session.

7. Committee Reports.

Derek Moorhead provided an overview of the October 4 Charter Review Commission meeting. The next meeting will be October 18 in the Executive Conference Room.

8. Consent Agenda.

A. Council Meeting Minutes, September 26, 2016

B. Council Special Meeting Minutes, October 3, 2016

Councilmember Barber asked for item B to be considered separately as he was not in attendance at the October 3, 2016 meeting.

MOTION: By Councilmember Moorhead, second by Councilmember Hubach to approve item A of the Consent Agenda as presented.

DISCUSSION: None

VOTE:	Councilmember Abdelgawad	Absent
	Councilmember Barber	Aye
	Councilmember Burke, III	Aye
	Councilmember Holman	Aye
	Councilmember Hubach	Aye
	Councilmember Kellogg	Absent
	Councilmember Moorhead	Aye
	Councilmember Seimears	Abstain

MOTION: By Councilmember Moorhead, second by Councilmember Hubach to approve item B of the Consent Agenda as presented.

DISCUSSION: Councilmember Seimears abstained as he was not seated at the meetings.

VOTE:	Councilmember Abdelgawad	Absent
	Councilmember Barber	Abstain
	Councilmember Burke, III	Aye
	Councilmember Holman	Aye
	Councilmember Hubach	Aye
	Councilmember Kellogg	Absent
	Councilmember Moorhead	Aye
	Councilmember Seimears	Abstain

9. Unfinished Business. Second Readings.

A. Recreation Activity Center Conditional Use Permit

BILL 3208: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, APPROVING A CONDITIONAL USE PERMIT FOR THE RAYMORE ACTIVITY CENTER PUBLIC BUILDING TO BE LOCATED IN RECREATION PARK, RAYMORE, CASS COUNTY, MISSOURI."

City Clerk Jeanie Woerner conducted the second reading of Bill 3208 by title only.

MOTION: By Councilmember Moorhead, second by Councilmember Hubach to approve the second reading of Bill 3208 by title only.

DISCUSSION: None

VOTE:	Councilmember Abdelgawad	Absent
	Councilmember Barber	Aye
	Councilmember Burke, III	Aye
	Councilmember Holman	Aye
	Councilmember Hubach	Aye
	Councilmember Kellogg	Absent
	Councilmember Moorhead	Aye
	Councilmember Seimears	Aye

Mayor Turnbow ~~Pro Tem Moorhead~~ announced the motion carried and declared Bill 3208 as **Raymore City Ordinance 2016-077**.

B. FY16 Budget Amendment - FY16 Operating Funds

BILL 3207: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AMENDING THE FISCAL YEAR 2016 OPERATING BUDGET."

City Clerk Jeanie Woerner conducted the second reading of Bill 3207 by title only.

MOTION: By Councilmember Moorhead, second by Councilmember Hubach to approve the second reading of Bill 3207 by title only.

DISCUSSION: None

VOTE:	Councilmember Abdelgawad	Absent
	Councilmember Barber	Aye
	Councilmember Burke, III	Aye
	Councilmember Holman	Aye
	Councilmember Hubach	Aye

Councilmember Kellogg	Absent
Councilmember Moorhead	Aye
Councilmember Seimears	Aye

Mayor Turnbow ~~Pro Tem Moorhead~~ announced the motion carried and declared Bill 3207 as **Raymore City Ordinance 2016-078**.

C. Agreement for the Highway 58 and Dean Avenue CID

BILL 3209: "AN ORDINANCE APPROVING THE COOPERATIVE AGREEMENT AMONG THE CITY OF RAYMORE, MISSOURI, THE HIGHWAY 58 AND DEAN AVENUE COMMUNITY IMPROVEMENT DISTRICT AND RAYMORE PARTNERS, LLC TO IMPLEMENT THE HIGHWAY 58 AND DEAN AVENUE COMMUNITY IMPROVEMENT DISTRICT."

City Clerk Jeanie Woerner conducted the second reading of Bill 3209 by title only.

MOTION: By Councilmember Moorhead, second by Councilmember Hubach to approve the second reading of Bill 3209 by title only.

DISCUSSION: None

VOTE:	Councilmember Abdelgawad	Absent
	Councilmember Barber	Aye
	Councilmember Burke, III	Aye
	Councilmember Holman	Aye
	Councilmember Hubach	Aye
	Councilmember Kellogg	Absent
	Councilmember Moorhead	Aye
	Councilmember Seimears	Aye

Mayor Turnbow ~~Pro Tem Moorhead~~ announced the motion carried and declared Bill 3209 as **Raymore City Ordinance 2016-079**.

10. New Business. First Readings.

A. Confirmation of Undeveloped Lots to Have Sidewalk Installed by City

RESOLUTION 16-47: "A RESOLUTION OF THE CITY OF RAYMORE, MISSOURI CONFIRMING THE DECISION TO INSTALL SIDEWALK ON CERTAIN IDENTIFIED UNDEVELOPED LOTS AND AUTHORIZING CITY STAFF TO TAKE THE STEPS NECESSARY TO HAVE SIDEWALK INSTALLED."

City Clerk Jeanie Woerner conducted the reading of Resolution 16-47 by title only.

Community Development Director Jim Cadoret provided a review of the staff report included in the Council packet. He stated at its September 28, 2016 meeting Council held a public hearing to determine 10 undeveloped lots upon which the City will install sidewalk and levy a special assessment against the property for the costs thereof. Action on this Resolution confirms the list of the 10 identified lots on which sidewalk shall be installed and authorizes the City staff to proceed with the steps necessary to have the sidewalk installed. The Resolution has a installation date of September 1, 2017 based on concerns voiced by Council during the public hearings. General questions were answered of Councilmembers.

MOTION: By Councilmember Moorhead, second by Councilmember Hubach to approve the reading of Resolution 16-47 by title only.

DISCUSSION: None

VOTE:	Councilmember Abdelgawad	Absent
	Councilmember Barber	Aye
	Councilmember Burke, III	Aye
	Councilmember Holman	Aye
	Councilmember Hubach	Aye
	Councilmember Kellogg	Absent
	Councilmember Moorhead	Aye
	Councilmember Seimears	Aye

B. Adoption of FY 2017 City Budget (public hearing)

BILL 3213: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, APPROVING THE FISCAL YEAR 2017 BUDGET."

City Clerk Jeanie Woerner conducted the first reading of Bill 3213 by title only.

Mayor Turnbow opened the public hearing at 7:38 p.m. and asked for a staff report.

Finance Director Cindi Watson provided a detailed review of the staff report included in the Council Packet. The proposed FY 2017 Budget was presented to the City Council in mid-August. The Council has had the opportunity to discuss the budget at work sessions and meetings since it was presented to them by the City Manager. The budget is now presented for first reading. The budget before the Council reflects the City Manager's proposed budget and CIP with proposed changes to the Operating and Capital Budgets indicated by Council at various meetings presented in Exhibit A for Council consideration and addition.

Mayor Turnbow opened the floor for public comments and hearing none, closed the public hearing at 7:40 p.m.

MOTION: By Councilmember Holman, second by Councilmember Moorhead to approve the first reading of Bill 3213 by title only, excluding the proposed \$150,000 for the park trail lighting project.

DISCUSSION: Councilmember Holman stated this was the last item inserted into the budget and he is supportive of the \$150,000, but feels the project warrants further investigations and planning by staff and the Park Board.

Councilmember Moorhead stated his support of the trail lighting project amount of \$150,000, however the dollar amount might not support the project and he feels a plan needs to be in place to cover this project.

VOTE:	Councilmember Abdelgawad	Absent
	Councilmember Barber	Aye
	Councilmember Burke, III	Aye
	Councilmember Holman	Aye
	Councilmember Hubach	Aye
	Councilmember Kellogg	Absent
	Councilmember Moorhead	Aye
	Councilmember Seimears	Aye

C. Approval of 2017-2021 Capital Improvement Program (public hearing)

RESOLUTION 16-48: "A RESOLUTION OF THE CITY OF RAYMORE MISSOURI, APPROVING THE 2017-2021 RAYMORE CAPITAL IMPROVEMENTS PROGRAM."

City Clerk Jeanie Woerner conducted the reading of Resolution 16-48 by title only.

Mayor Turnbow opened the public hearing at 7:46 p.m. and asked for a staff report.

Finance Director Cindi Watson stated at the same time as the fiscal year budget is submitted to the Council for approval, a five-year capital improvement program (CIP) is submitted. The capital program for the next fiscal year is part of the Council's approval of the operating budget. The CIP for the following four years serves as a planning guide for the City. The proposed 2017-2021 CIP was presented to the City Council in mid-August and was discussed at subsequent meetings. The CIP was also reviewed by and was the subject of a public hearing before the Planning and Zoning Commission. The amendment made in the prior Council item, Bill 3213 will be reflected in the referenced exhibit.

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

MOTION: By Councilmember Moorhead, second by Councilmember Hubach to approve the reading of Resolution 16-48 by title only.

DISCUSSION: City Manager Jim Feuerborn stated this proposed CIP would have included the \$150,000 for trail lighting as removed from Bill 3213, he recommended amending the CIP to include the project in FY 2018 or future years.

Councilmember Moorhead withdrew his original motion.

RESTATED MOTION: By Councilmember Moorhead, second by Councilmember Hubach to approve Resolution 16-48 by title only, to reflect the changes made in Bill 3213, the removal of the trail lighting project from the 2017 budget, and to include the trail lighting project in the CIP unfunded for FY 2018.

VOTE:	Councilmember Abdelgawad	Absent
	Councilmember Barber	Aye
	Councilmember Burke, III	Aye
	Councilmember Holman	Aye
	Councilmember Hubach	Aye
	Councilmember Kellogg	Absent
	Councilmember Moorhead	Aye
	Councilmember Seimears	Aye

11. Public Comments.

12. Mayor/Council Communication.

Mayor Turnbow and Councilmembers welcomed Councilmember Seimears, thanked the local artists for their artwork for display in Chambers, and the work of the Charter Review Commission.

Councilmember Seimears thanked Council for appointing him as a member of the Council.

Councilmember Holman thanked staff for the reports from the Community Development and Economic Development Departments. He noted the excellent work in preparation of the proposed budget.

Councilmember Burke thanked Park staff for the successful Trucktober Fest Event and Public Works and Engineering staff.

Councilmember Hubach expressed support of the future trail lighting project.

Mayor Turnbow asked for citizen patience during the current public works projects on 58 Highway. He announced a Veteran's Day ceremony to be held on November 10 at TB Hanna Station.

13. Adjournment.

MOTION: By Councilmember Moorhead, second by Councilmember Hubach to adjourn.

VOTE:	Councilmember Abdelgawad	Absent
	Councilmember Barber	Aye
	Councilmember Burke, III	Aye
	Councilmember Holman	Aye
	Councilmember Hubach	Aye
	Councilmember Kellogg	Aye
	Councilmember Moorhead	Absent
	Councilmember Seimears	Aye

The regular meeting of the Raymore Council adjourned at 8:00 p.m.

Respectfully submitted,

Jeanie Woerner
City Clerk

THE RAYMORE COUNCIL MET IN REGULAR SESSION ON MONDAY, OCTOBER 24, 2016 IN COUNCIL CHAMBERS AT 100 MUNICIPAL CIRCLE, RAYMORE, MISSOURI. MEMBERS PRESENT: MAYOR TURNBOW, COUNCILMEMBERS ABDELGAWAD, BARBER, BURKE, III, HOLMAN, HUBACH, KELLOGG, MOORHEAD, AND SEIMEARS, CITY MANAGER JIM FEUERBORN, CITY CLERK JEANIE WOERNER, AND CITY ATTORNEY JONATHAN ZERR.

- 1. Call To Order.** Mayor Turnbow called the 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.**
- 4. Presentations/Awards.**
- 5. Personal Appearances.**
- 6. Staff Report.**

Public Works Director Mike Krass provided a review of the staff report included in the Council packet and updated Council on current public works projects.

Assistant City Manager Meredith Hauck provided a review of the Arts Commission report included in the Council packet and upcoming activities.

City Manager Jim Feuerborn announced a work session will be not be held on October 31. He reviewed agenda items for the November 7 work session.

7. Committee Reports.

Derek Moorhead provided an overview of the October 18 Charter Review Commission meeting. The next meeting will be November 1 in the Executive Conference Room.

8. Consent Agenda.

- A. Council Meeting Minutes, October 10, 2016**
- B. Resolution 16-42, Disposal of Surplus Property**
- C. Resolution 16-50, Reappointment of Jerry Faulkner to Planning & Zoning Commission**
- D. Resolution 16-51, Reappointment of John Berendzen to Planning & Zoning Commission**
- E. Resolution 16-52, Reappointment of David Woste to Board of Adjustment**
- F. Resolution 16-53, Reappointment of Michael Vinck to Board of Adjustment**

MOTION: By Councilmember Moorhead, second by Councilmember Hubach to approve the Consent Agenda as presented.

DISCUSSION: Councilmember Kellogg asked to remove item A for separate consideration due to his absence at the October 10 meeting.

Mayor Turnbow called for a vote on items B-F of the Consent Agenda.

VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Burke, III	Aye
	Councilmember Holman	Aye
	Councilmember Hubach	Aye
	Councilmember Kellogg	Aye
	Councilmember Moorhead	Aye
	Councilmember Seimears	Aye

Mayor Turnbow called for a vote on item A of the Consent Agenda.

Councilmember Abdelgawad stated even though she was absent at the October 10 meeting, she has viewed the meeting online and reviewed the minutes and will be voting on item A of the Consent Agenda.

VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Burke, III	Aye
	Councilmember Holman	Aye
	Councilmember Hubach	Aye
	Councilmember Kellogg	Abstain
	Councilmember Moorhead	Aye
	Councilmember Seimears	Aye

9. Unfinished Business. Second Readings.

A. Adoption of FY 2017 City Budget

BILL 3213: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, APPROVING THE FISCAL YEAR 2017 BUDGET."

City Clerk Jeanie Woerner conducted the second reading of Bill 3213 by title only.

MOTION: By Councilmember Moorhead, second by Councilmember Hubach to approve the second reading of Bill 3213 by title only to include the City Manager's proposed budget and Capital Improvement Program with the proposed changes to

the Capital Improvement Program (CIP) budget as amended at the October 10 City Council meeting.

AMENDED MOTION: By Councilmember Abdelgawad, second by Councilmember Kellogg to add \$100,000 for trail lighting to the budget.

DISCUSSION: Councilmembers debated the merits of funding the lighting in the 2017 or 2018 budget.

Mayor Turnbow called for a vote on the amended motion.

VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Barber	Nay
	Councilmember Burke, III	Aye
	Councilmember Holman	Nay
	Councilmember Hubach	Nay
	Councilmember Kellogg	Aye
	Councilmember Moorhead	Nay
	Councilmember Seimears	Aye

Mayor Turnbow voted in the affirmative to break the tie vote.

AMENDED MOTION: By Councilmember Moorhead, second by Councilmember Holman to remove the \$92,000 for the trail workout equipment from the budget.

Mayor Turnbow called for a vote on the amended motion.

VOTE:	Councilmember Abdelgawad	Nay
	Councilmember Barber	Aye
	Councilmember Burke, III	Aye
	Councilmember Holman	Aye
	Councilmember Hubach	Aye
	Councilmember Kellogg	Nay
	Councilmember Moorhead	Aye
	Councilmember Seimears	Aye

Mayor Turnbow called for a vote on the motion to approve the budget as amended.

VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Burke, III	Aye
	Councilmember Holman	Aye
	Councilmember Hubach	Aye
	Councilmember Kellogg	Aye
	Councilmember Moorhead	Aye

Councilmember Seimears Aye

Mayor Turnbow announced the motion carried and declared Bill 3213 as **Raymore City Ordinance 2016-080**.

10. New Business. First Readings.

A. Liquor License Application-Bobbie's Place (public hearing)

Mayor Turnbow opened the public hearing at 7:20 p.m. and asked for a staff report.

City Clerk Jeanie Woerner stated Rebecca Gardner-Brown owner of Bobbie's Place, LLC located at 422 W. Pine St., has filed an application for a 2016-2017 liquor license. The applicant has submitted the necessary application and supporting documents as required by City Code. If approved by the City Council, further approval to obtain a license from the City of Raymore is subject to State licensing. The applicant is in attendance should Council have questions. In accordance with City Code Section 600.090C any person providing testimony pertaining to the liquor license application will be sworn to tell the truth by the City Clerk and such testimony will be entered into the record.

Mayor Turnbow opened the floor for public comments and hearing none, closed the public hearing at 7:22 p.m.

MOTION: By Councilmember Moorhead, second by Councilmember Hubach to approve the liquor license application for Bobbie's Place.

DISCUSSION: None

VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Burke, III	Aye
	Councilmember Holman	Aye
	Councilmember Hubach	Aye
	Councilmember Kellogg	Aye
	Councilmember Moorhead	Aye
	Councilmember Seimears	Aye

B. Evan Brook 7th Preliminary Plat (public hearing)

RESOLUTION 16-49: "A RESOLUTION OF THE RAYMORE CITY COUNCIL APPROVING THE PRELIMINARY PLAT FOR EVAN-BROOK 7TH PLAT LOTS 204 THRU 227, LOCATED IN THE NORTHWEST AND NORTHEAST QUARTERS OF SECTION 21, TOWNSHIP 46N, RANGE 32W, ALL IN RAYMORE, CASS COUNTY, MISSOURI."

MOTION: By Councilmember Moorhead, second by Councilmember Hubach to postpone action on Resolution 16-49 until the November 14 City Council meeting.

DISCUSSION: Councilmember Moorhead stated he attended a portion of the Planning and Zoning Commission when this item was presented and he would like to have more information presented at the November 7 Council work session on traffic with the proposed street connectivity and stormwater management.

Councilmember Seimears stated his disagreement with postponing action.

Discussion ensued.

VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Burke, III	Aye
	Councilmember Holman	Aye
	Councilmember Hubach	Aye
	Councilmember Kellogg	Aye
	Councilmember Moorhead	Aye
	Councilmember Seimears	Nay

City Manager Jim Feuerborn advised Council that approval of Resolution 16-49 was contingent on action on the following item, Bill 3218. He asked Council to postpone this item as well.

C. Evan Brook 7th Final Plat

BILL 3218: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, APPROVING THE FINAL PLAT FOR EVAN-BROOK 7TH PLAT LOTS 204 THRU 227, LOCATED IN THE NORTHWEST AND NORTHEAST QUARTERS OF SECTION 21, TOWNSHIP 46N, RANGE 32W, RAYMORE, CASS COUNTY, MISSOURI."

MOTION: By Councilmember Moorhead, second by Councilmember Hubach to postpone action on Bill 3218 until the November 14 City Council meeting.

DISCUSSION: None

VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Burke, III	Aye
	Councilmember Holman	Aye
	Councilmember Hubach	Aye
	Councilmember Kellogg	Aye
	Councilmember Moorhead	Aye
	Councilmember Seimears	Aye

D. Timber Trails Open Space Final Plat

BILL 3217: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, APPROVING THE FINAL PLAT FOR TIMBER TRAILS OPEN SPACE PLAT, LOCATED IN THE SW ¼ OF SECTION 17 AND THE SE ¼ OF SECTION 18, TOWNSHIP 46N, RANGE 32W, RAYMORE, CASS COUNTY, MISSOURI."

City Clerk Jeanie Woerner conducted the first reading of Bill 3217 by title only.

Community Development Director Jim Cadoret provided a review of the staff report included in the Council packet. Brenner Holland, representing Hunt Midwest Real Estate Developments, Inc., filed a request for final plat approval for the Timber Trails Open Space Plat, a subdivision creating the right-of-way for Johnston Drive extension from Foxhaven west to the future park land north of Johnson Drive. With voter approval of the general obligations bonds this year, the City will construct Johnson Drive to connect the Foxhaven subdivision with Dean Avenue. This connection as well as the 15 acre tract, was identified in the approved preliminary plat. The Planning and Zoning Commission voted 7-0 at their October 18 meeting to recommend approval of the final plat to the Council.

MOTION: By Councilmember Moorhead, second by Councilmember Kellogg to approve the first reading of Bill 3217 by title only.

DISCUSSION: Mr. Cadoret answered general questions of clarification from Councilmembers.

Discussion ensued.

VOTE:

Councilmember Abdelgawad	Aye
Councilmember Barber	Aye
Councilmember Burke, III	Aye
Councilmember Holman	Aye
Councilmember Hubach	Aye
Councilmember Kellogg	Aye
Councilmember Moorhead	Aye
Councilmember Seimears	Aye

E. Raymore City Hall Annex Contract Award to Straub Construction-(Emergency Reading)

BILL 3210: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH STRAUB CONSTRUCTION COMPANY FOR THE RAYMORE CITY HALL ANNEX PROJECT, CITY PROJECT NUMBER 16-227-201, IN THE AMOUNT OF \$2,890,709.00 AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS WITHIN

ESTABLISHED BUDGET CONSTRAINTS AND AUTHORIZING THE MAYOR TO DECLARE THIS AS AN EMERGENCY.”

City Clerk Jeanie Woerner conducted the first reading of Bill 3210 by title only.

Assistant City Manager Meredith Hauck provided a review of the staff report included in the Council packet. On October 4, 2016, three bids were received for the Raymore City Hall Annex Project. Straub Construction was determined to be the lowest and best bidder. Staff negotiated the contract amount for this project to \$2,890,709.00. She reviewed decisions made by the project team to better meet budget constraints. Those revisions are changing the parking lot material from pervious pavement to asphalt and concrete, and placing the trailside shade structure and associated infrastructure and expanded trail network in a future phase of the project. Staff is working to determining additional funding for Items that have been removed so that they can be brought back for Council consideration. General questions from Council were answered by staff.

Councilmember Kellogg stated concern with the emergency reading.

MOTION: By Councilmember Moorhead, second by Councilmember Hubach to approve the first reading of Bill 3210 by title only.

DISCUSSION: None

VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Burke, III	Aye
	Councilmember Holman	Aye
	Councilmember Hubach	Aye
	Councilmember Kellogg	Aye
	Councilmember Moorhead	Aye
	Councilmember Seimears	Aye

Mayor Turnbow declared Bill 3210 as an emergency and called for the second reading in its entirety. City Clerk Jeanie Woerner conducted the second reading of Bill 3210 in its entirety.

MOTION: By Councilmember Moorhead, second by Councilmember Hubach to approve the second reading of Bill 3210 in its entirety.

DISCUSSION: None

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

Councilmember Holman	Aye
Councilmember Hubach	Aye
Councilmember Kellogg	Aye
Councilmember Moorhead	Aye
Councilmember Seimears	Aye

Mayor Turnbow announced the motion carried and declared Bill 3210 as **Raymore City Ordinance 2016-081**.

11. Public Comments.

12. Mayor/Council Communication.

Mayor Turnbow and Councilmembers spoke to the importance of street connectivity which is noted with the construction traffic on 58 Highway and thanked those using 58 Highway for exercising safety and patience during construction.

Councilmember Kellogg thanked staff for the median work on Huntsman.

Councilmember Abdelgawad noted projects that were funded by the approval of the bond issue. At her request, Park Director Nathan Musteen provided information on Harvest Night and the dedication of a play Fort in Recreation Park which was donated by Lowe's Home Improvement store.

Councilmember Holman thanked Park staff for the seasonal plantings at the entrance of City Hall and thanked staff for the work on the annex building.

Councilmember Moorhead spoke to the postponing of Evan Brook based on concerns he has heard.

Mayor Turnbow noted the success of the community shred event and drug take back event. The Chamber of Commerce annual pumpkin auction will be held October 25. He encouraged participation in the November 8 election.

MOTION: By Councilmember Moorhead, second by Councilmember Hubach to adjourn to Executive Session to discuss litigation matters as authorized by §610.021 (1) and personnel matters as authorized by §610.021 (2).

ROLL CALL VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Burke, III	Aye
	Councilmember Holman	Aye
	Councilmember Hubach	Aye
	Councilmember Kellogg	Aye
	Councilmember Moorhead	Aye

Councilmember Seimears Aye

The regular meeting of the Raymore City Council adjourned to Executive Session at 8:10 p.m.

13. Adjournment.

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

VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Burke, III	Aye
	Councilmember Holman	Aye
	Councilmember Hubach	Aye
	Councilmember Kellogg	Aye
	Councilmember Moorhead	Aye
	Councilmember Seimears	Aye

The regular meeting of the Raymore Council adjourned at 9:00 p.m.

Respectfully submitted,

Jeanie Woerner
City Clerk

THE RAYMORE COUNCIL MET IN SPECIAL SESSION ON THURSDAY, OCTOBER 27, 2016 IN COUNCIL CHAMBERS AT 100 MUNICIPAL CIRCLE, RAYMORE, MISSOURI. MEMBERS PRESENT: MAYOR TURNBOW, COUNCILMEMBERS BARBER, HOLMAN, HUBACH, MOORHEAD, AND SEIMEARS, CITY MANAGER JIM FEUERBORN, CITY CLERK JEANIE WOERNER, AND CITY ATTORNEY JONATHAN ZERR.

- 1. Call To Order.** Mayor Turnbow called the meeting to order 6:08 p.m.
- 2. Roll Call.** City Clerk Jeanie Woerner called roll; quorum present to conduct business. Councilmembers, Abdelgawad, Burke, III, and Kellogg absent.

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

ROLL CALL VOTE:	Councilmember Abdelgawad	Absent
	Councilmember Barber	Aye
	Councilmember Burke, III	Absent
	Councilmember Holman	Aye
	Councilmember Hubach	Aye
	Councilmember Kellogg	Absent
	Councilmember Moorhead	Aye
	Councilmember Seimears	Aye

The regular meeting of the Raymore City Council adjourned to Executive Session at 6:08 p.m. Councilmember Kellogg entered Executive Session at 6:09 p.m.

3. Adjournment.

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

VOTE:	Councilmember Abdelgawad	Absent
	Councilmember Barber	Aye
	Councilmember Burke, III	Absent
	Councilmember Holman	Aye
	Councilmember Hubach	Aye
	Councilmember Kellogg	Aye
	Councilmember Moorhead	Aye
	Councilmember Seimears	Aye

The regular meeting of the Raymore Council adjourned at 7:03 p.m.

Respectfully submitted,

Jeanie Woerner
City Clerk

RESOLUTION 16-54

“A RESOLUTION OF THE CITY OF RAYMORE, MISSOURI APPROVING A REAPPOINTMENT TO THE RAYMORE TAX INCREMENT FINANCING COMMISSION.”

WHEREAS, the City Council approved Ordinance 21074 creating a Tax Increment Financing Commission and the duties of the Commission; and

WHEREAS, the Tax Increment Financing Commission shall be composed of eleven (11) members serving four year terms.

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

Section 1 Authorization requires that six of the eleven members of the Commission shall be appointed by the Mayor with the advice and consent of a majority of the Council.

Section 2. The Council consents to the Mayor’s reappointment of the following person on the Tax Increment Financing Commission.

<u>NAME</u>	<u>EFFECTIVE</u>	<u>TERM EXPIRES</u>
Patrick Clark	November 14, 2016	November 14, 2020

DULY READ AND PASSED THIS 14TH DAY OF NOVEMBER, 2016 BY THE FOLLOWING VOTE:

- Councilmember Abdelgawad
- Councilmember Barber
- Councilmember Burke, III
- Councilmember Holman
- Councilmember Hubach
- Councilmember Kellogg
- Councilmember Moorhead
- Councilmember Seimears

ATTEST:

Jean Woerner, City Clerk

APPROVE:

Kristopher P. Turnbow, Mayor

Date of Signature

RESOLUTION 16-55

“A RESOLUTION OF THE CITY OF RAYMORE, MISSOURI APPROVING A REAPPOINTMENT TO THE RAYMORE TAX INCREMENT FINANCING COMMISSION.”

WHEREAS, the City Council approved Ordinance 21074 creating a Tax Increment Financing Commission and the duties of the Commission; and

WHEREAS, the Tax Increment Financing Commission shall be composed of eleven (11) members serving four year terms.

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

Section 1 Authorization requires that six of the eleven members of the Commission shall be appointed by the Mayor with the advice and consent of a majority of the Council.

Section 2. The Council consents to the Mayor’s reappointment of the following person on the Tax Increment Financing Commission.

<u>NAME</u>	<u>EFFECTIVE</u>	<u>TERM EXPIRES</u>
Dale Jacobson	November 14, 2016	November 14, 2020

DULY READ AND PASSED THIS 14TH DAY OF NOVEMBER, 2016 BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Barber
Councilmember Burke, III
Councilmember Holman
Councilmember Hubach
Councilmember Kellogg
Councilmember Moorhead
Councilmember Seimears

ATTEST:

Jean Woerner, City Clerk

APPROVE:

Kristopher P. Turnbow, Mayor

Date of Signature

RESOLUTION 16-56

“A RESOLUTION OF THE CITY OF RAYMORE, MISSOURI APPROVING AND ACCEPTING THE 2016 JOHNSTON DRIVE RECONSTRUCTION PROJECT.”

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

WHEREAS, The Contract specifies that funds be retained until satisfactory completion of the project.

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

Section 1. The 2016 Johnston Drive Reconstruction Project is hereby accepted.

Section 2. The final payment in the amount of \$10,393.39 is hereby 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 14TH DAY OF NOVEMBER 2016 BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Barber
Councilmember Burke III
Councilmember Holman
Councilmember Hubach
Councilmember Kellogg
Councilmember Moorhead
Councilmember Seimears

ATTEST:

APPROVE:

Jean Woerner, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature

Unfinished Business



**CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM**

DATE: October 24, 2016

SUBMITTED BY: Jim Cadoret

DEPARTMENT: Community 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 3217
Request Council to approve the Timber Trails Open Space Final Plat

FINANCIAL IMPACT

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

PROJECT TIMELINE

Estimated Start Date
n/a

Estimated End Date
n/a

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission: Planning and Zoning Commission
Date: October 18, 2016
Action/Vote: Recommend Approval 7-0

LIST OF REFERENCE DOCUMENTS ATTACHED

Planning Commission Report and Recommendation
Final Plat drawing

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

Brenner Holland, representing Hunt Midwest Real Estate Development, Inc. filed an application for final plat approval for Timber Trails Open Space Plat, a plat of the right-of-way of Johnston Drive from Foxhaven Subdivision west to connect with Dean Avenue and a 15.04 acre open space tract south of Johnston Drive.

As part of the General Obligation bonds approved by the voters in 2016 the City plans to construct Johnston Drive to connect Foxhaven Subdivision west with Dean Avenue. The proposed final plat provides the right-of-way for the road segment to be constructed.

The Preliminary Plat for Timber Trails identified the Johnston Drive road segment to be constructed and the 15 acre tract south of Johnston Drive to be dedicated to the City as park land. The final plat establishes the open space tract that can be dedicated to the City in the future.

The Planning and Zoning Commission, at its October 18, 2016 meeting voted 7-0 to recommend approval of the Final Plat to City Council.

BILL 3217

ORDINANCE

“AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, APPROVING THE FINAL PLAT FOR TIMBER TRAILS OPEN SPACE PLAT, LOCATED IN THE SW ¼ OF SECTION 17 AND THE SE ¼ OF SECTION 18, TOWNSHIP 46N, RANGE 32W, RAYMORE, CASS COUNTY, MISSOURI.”

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

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

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

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

Section 1. The City Council 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 Timber Trails Open Space Plat is hereby approved for the tract of land described below:

A tract of land in the Southwest Quarter of Section 17 and the Southeast Quarter of Section 18, Township 46 North, Range 32 West of the 5th Principal Meridian in the City of Raymore, Cass County, Missouri, being bounded and described as follows: Commencing at the Southwest corner of the Southwest Quarter; thence North 03°31'38" East, along the West line of said Southwest Quarter, 2,349.21 feet to the Point of Beginning of the tract of land to be herein described; thence North 81°58'39" West, 13.34 feet; thence North 03°30'18" East, 231.87 feet; thence Westerly, along a curve to the left, having an initial tangent bearing of North 80°43'20" West with a radius of 1,170.00 feet, a central angle of 03°02'36" and an arc distance of 62.15 feet; thence North 06°14'04" East, 60.00 feet; thence Easterly, along a curve to the right, having an initial tangent bearing of South 83°45'56" East with a radius of 1,230.00 feet, a central angle of 20°11'36" and an arc distance of 433.50 feet; thence South 63°34'20" East, 330.97 feet; thence Easterly, along a curve to the left, being tangent to the last described course with a radius of 770.00 feet, a central angle of 23°03'19" and an arc distance of 309.84 feet; thence South 86°37'39" East, 65.16 feet to the Southwest corner of Lot 475, FOXHAVEN 13TH PLAT, a subdivision in Raymore, Cass County, Missouri; thence South 03°22'21" West, along the West line of said FOXHAVEN 13TH PLAT and the West line of LE'MOR ESTATES, a subdivision in Raymore, Cass County, Missouri, 1,174.87 feet to the Northeast corner of Lot 42, TIMBER TRAILS-SECOND PLAT, a subdivision in Raymore, Cass County, Missouri; thence South 82°05'01" West, along the North line of said TIMBER TRAILS-SECOND PLAT, 42.72 feet; thence North 14°12'30" West, continuing along said North line, 163.14 feet; thence North 26°51'10" West, continuing along said North line, 163.57 feet; thence North 39°30'10" West, continuing along said North line, 163.74 feet; thence North 52°10'28" West,

continuing along said North line, 163.65 feet; thence North 64°48'37" West, continuing along said North line, 163.30 feet; thence North 77°33'08" West, 154.91 feet; thence North 03°30'18" East, 210.00 feet; thence North 21°49'41" East, 136.90 feet; thence North 71°35'40" West, 128.69 feet; thence Northwesterly, along a curve to the left, having an initial tangent bearing of North 16°42'54" East with a radius of 50.00 feet, a central angle of 98°49'50" and an arc distance of 86.25 feet; thence North 08°01'21" East, 129.99 feet; thence North 81°58'39" West, 181.32 feet to the Point of Beginning. Containing 723,539 square feet or 16.61 acres, more or less.

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

- Johnston Drive at Dean Avenue, at northeast corner
- Johnston Drive at Darrowby Drive, at southwest corner

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

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

DULY READ THE FIRST TIME THIS 24TH DAY OF OCTOBER, 2016.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 14TH DAY OF NOVEMBER, 2016 BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Barber
Councilmember Burke, III
Councilmember Holman
Councilmember Hubach
Councilmember Kellogg
Councilmember Moorhead
Councilmember Seimears

ATTEST:

Jean Woerner, City Clerk

APPROVE:

Kristofer P. Turnbow, Mayor

Date of Signature



To: City Council
From: Planning and Zoning Commission
Date: October 24, 2016
Re: Case #16019 - Timber Trails - Open Space Plat

GENERAL INFORMATION

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

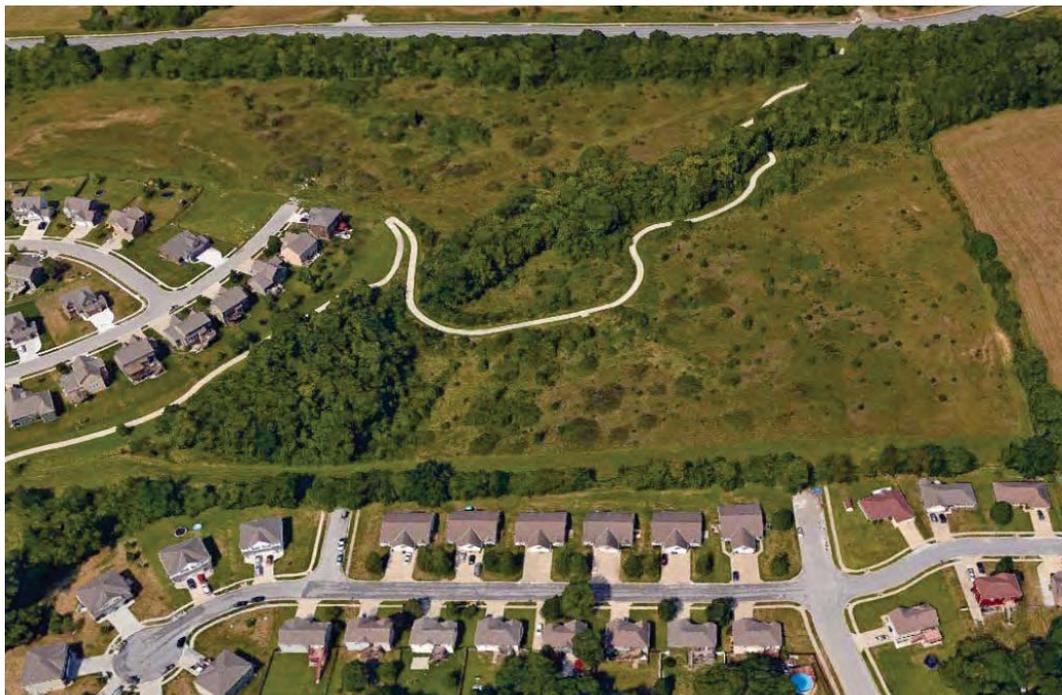
Property Location: North of Lucy Webb Road, East of Dean Avenue



Property Photographs:



Google Earth view looking north at property



Google Earth view looking west from Johnston Drive and Foxhaven Subdivision



View looking north from trail on southern end of Open Space tract



View looking east at property from trail

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

Existing Surrounding Zoning: **North:** "R-1P" Single-Family Planned
South: "R-1P" Single Family Planned
East: "R-1" Single Family
West: "R-1P" Single-Family Planned

Existing Surrounding Uses: **North:** Undeveloped
South: Single Family Residential
East: Single Family Residential
West: Undeveloped

Total Tract Size: 16.61 acres

Total Number of Lots: 1 Tract

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

Major Street Plan: The Major Thoroughfare Plan Map classifies Johnston Drive as a minor collector.

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

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

PROPOSAL

Outline of Requested Action: The applicant seeks to obtain Final Plat approval for Timber Trails - Open Space Plat.

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

PREVIOUS ACTIONS ON OR NEAR THE PROPERTY

1. The Preliminary Plat for Timber Trails Subdivision was initially approved by City Council on February 9, 2004.
2. The Second Final Plat for Timber Trails Subdivision, located immediately adjacent to the south, was approved by City Council on February 14, 2005.
3. In 2009 the property owner dedicated a twenty-foot (20') wide trail easement to the City of Raymore to allow for the construction of the trail through the

property that connects Dean Avenue with LeMor Estates and Lucy Webb Road.

4. In 2016 Raymore voters approved issuance of General Obligation bonds that included the construction of Johnston Drive between Dean Avenue and Foxhaven Subdivision.

ENGINEERING DIVISION COMMENTS

See attached memorandum.

STAFF COMMENTS

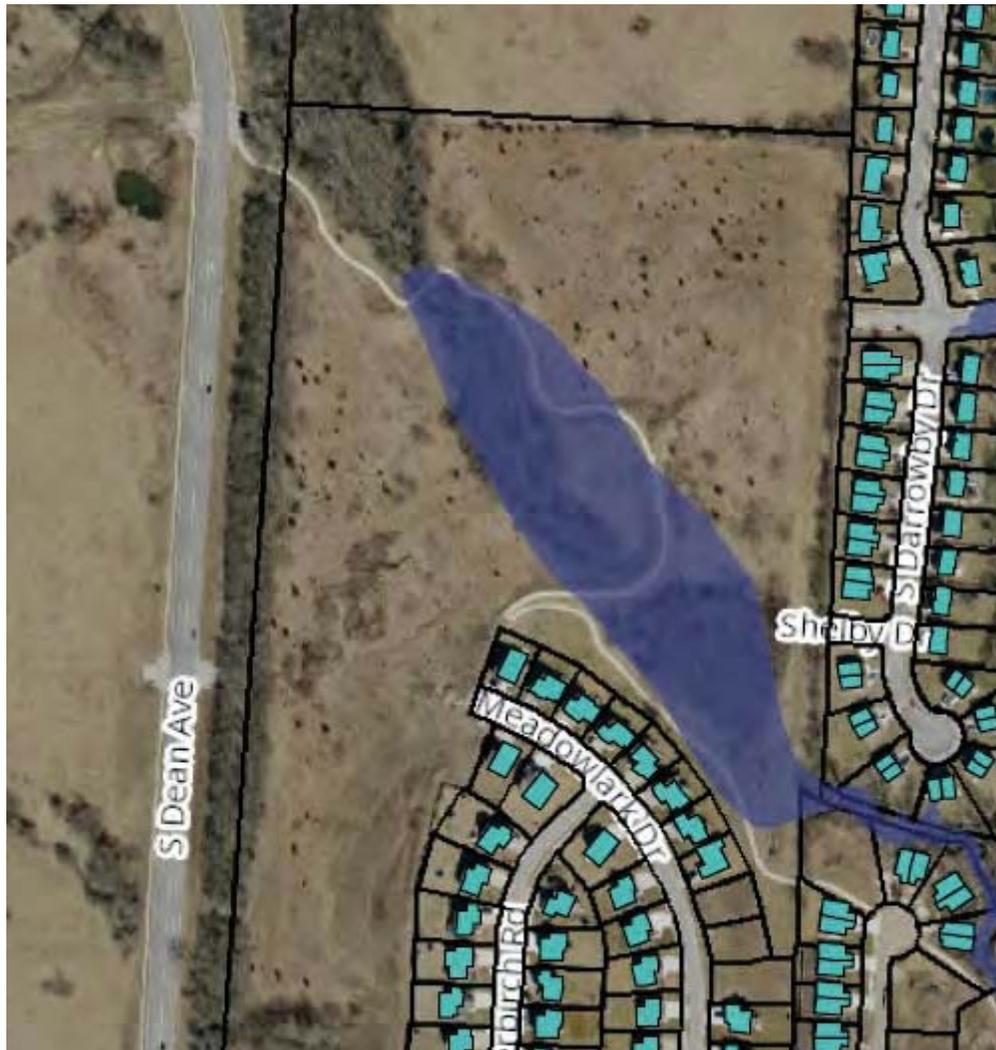
1. The extension of Johnston Drive west to connect with Dean Avenue was included in the approved Timber Trails Preliminary Plat. Johnston Drive is classified as a minor collector road, thus requiring the sixty-foot (60') right-of-way. No residential driveways will be allowed to directly connect to Johnston Drive.
2. The location of the open space tract included on the plat was included as part of the Timber Trails Preliminary Plat. The open space tract will be dedicated in the future to the City of Raymore for park land. The Park Board has not yet determined a future use for the park land. There is no timeline on the dedication of the tract to the City.
3. A multi-use trail currently crosses through the park land. A twenty-foot (20') wide easement was provided for the trail.
4. A parking lot with access off of Johnston Drive may be provided in the future for the park land.
5. South Metropolitan Fire Protection District reviewed the final plat and had no comments or concerns.
6. After dedication of the open space tract to the City of Raymore the City will initiate a reclassification of zoning of the tract to PR, Parks, Recreation and Public Use District.

- The irregular property line boundary of the open space tract on the west side of the tract accommodates a future phase of the Timber Trails subdivision as depicted on the illustration below:



- The 2.65 future park dedication area on the north side of Johnston Drive, as illustrated in the above map, will be dedicated to the City in the future, most likely as part of a residential phase on the north side of Johnston Parkway.

9. Flood plain extends into the open space tract along the stream as illustrated below:



PLANNING COMMISSION PROPOSED FINDINGS OF FACT

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

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

The final plat is substantially the same as the Preliminary Plat. The alignment of Johnston Drive and the configuration of the open space tract remain the same as the preliminary plat.

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

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

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

There were no conditions placed upon the approval of the preliminary plat.

REVIEW OF INFORMATION AND SCHEDULE

<u>Action</u>	<u>Planning Commission</u> October 18, 2016	<u>City Council 1st</u> October 24, 2016	<u>City Council 2nd</u> November 14, 2016
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STAFF RECOMMENDATION

Staff recommends that the Planning and Zoning Commission accept the staff proposed findings of fact and forward Case #16019 Timber Trails-Open Space Final Plat to the City Council with a recommendation of approval.

PLANNING AND ZONING COMMISSION RECOMMENDATION

The Planning and Zoning Commission, at its October 18, 2016 meeting, voted 7-0 to accept the staff proposed findings of fact and forward Case #16019 Timber Trails-Open Space Final Plat to the City Council with a recommendation of approval.

Memo

To: Planning and Zoning Commission
From: Edward Ieans, Assistant Director of Public Works
CC: File
Date: October 11, 2016
Re: Timber Trails Tract D - Site Plan

The Engineering Department has reviewed the application for Timber Trails Tract D offers the following comments.

The subject property is located on the southwest quadrant of the intersection of Dean Ave and Johnston Drive.

Transportation System

Johnston Drive will be extended to Dean Ave. This road will be constructed to city standards.

Saniitary Sewer:

No improvements required.

Water System:

No improvements required.

Storm Water Quality:

No improvements required.

Summary

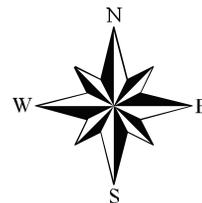
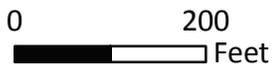
The plans and specifications comply with the design standards for the City of Raymore. The Engineering Division recommends approval of this application.



City of Raymore, Missouri

Timber Trails - Open Space Plat

Date: 09/13/2016



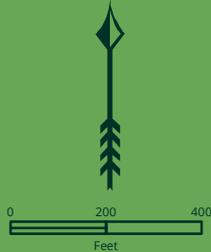


LEGEND

-  Future Park Land Dedication by Hunt Midwest
-  Future Johnston Dr Extension (2016 General Obligation Bond)

Preliminary Plan for Timber Trails

-  New Right of Way
-  New Lots
-  Other



Timber Trails

RAYMORE, MISSOURI

Future Park Land Dedication

New Business



**CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM**

DATE: November 14, 2016

SUBMITTED BY: Jeanie Woerner

DEPARTMENT: City Clerk

- | | | | |
|------------------------------------|-------------------------------------|---|--|
| <input 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 checked="" type="checkbox"/> Other approval by motion/vote | |

TITLE / ISSUE / REQUEST

Approval of liquor license request for J L Huang, LLC dba China Star

FINANCIAL IMPACT

Award To:

Amount of Request/Contract:

Amount Budgeted:

Funding Source/Account#:

PROJECT TIMELINE

Estimated Start Date

Estimated End Date

STAFF RECOMMENDATION

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:

Date:

Action/Vote:

LIST OF REFERENCE DOCUMENTS ATTACHED

Raymore City Code Chapter 600: Alcoholic Beverages

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

J L Huang, LLC dba China Star located at 1918 W. Foxwood Dr. has filed an application for a liquor license. The applicant has submitted the necessary application and supporting documents as required by City Code.

As outlined in City Code Section 600.050, approval by a majority of the City Council is required. Approval of the City license is contingent on approval of the State license by Missouri Alcohol and Tobacco Control.

CHAPTER 600: - ALCOHOLIC BEVERAGES

SECTION 600.010: - DEFINITIONS

When used in this Chapter, the following words shall have the following meanings:

AMUSEMENT PLACE: Any establishment whose business building contains a square footage of at least six thousand (6,000) square feet and where games of skill commonly known as billiards, volleyball, indoor golf, bowling or soccer are usually played or has a dance floor of at least twenty-five hundred (2,500) square feet or any outdoor golf course with a minimum of nine (9) holes and which has annual gross receipts of at least one hundred thousand dollars (\$100,000.00) of which at least fifty thousand dollars (\$50,000.00) of such gross receipts is in non-alcoholic sales.

BAR: Any licensed establishment which serves liquor on the premises for which not more than ten percent (10%) of the gross sales receipts of the business are supplied by food purchases, either for consumption on the premises or elsewhere.

CLOSED PLACE: A place where all doors are locked and where no patrons are in the place or about the premises.

COMMON EATING AND DRINKING AREA: An area or areas within a building or group of buildings designated for the eating of food and drinking of liquor sold at retail by establishments which do not provide areas within their premises for the consumption of food and liquor, where the costs of maintaining such area or areas are shared by the payment of common area maintenance charges, as provided in the respective leases permitting the use of such areas or otherwise, and where the annual gross income from the sale of prepared meals or food consumed in such common eating and drinking area is, or is projected to be, at least two hundred seventy-five thousand dollars (\$275,000.00).

INTOXICATING LIQUOR: Alcohol for beverage purposes, including alcoholic, spirituous, vinous, fermented, malt or other liquors or combination of liquors, a part of which is spirituous, vinous or fermented and all preparations or mixtures for beverage purposes containing in excess of one-half of one percent (0.5%) by volume. All beverages having an alcoholic content of less than one-half of one percent (0.5%) by volume shall be exempt from the provisions of this Chapter.

LIGHT WINES: An intoxicating liquor consisting of wine containing not in excess of fourteen percent (14%) of alcohol by weight exclusively from grapes, berries and other fruits and vegetables.

MALT LIQUOR: An intoxicating liquor containing alcohol in excess of three and two-tenths percent (3.2%) by weight and not in excess of five percent (5%) by weight, manufactured from pure hops or pure extract of hops or pure barley malt or wholesome grains or cereals and wholesome yeast and pure water.

ORIGINAL PACKAGE: Any package sealed or otherwise closed by the manufacturer so as to constitute a self-contained unit and consisting of one (1) or more bottles or other containers of intoxicating liquor where the package and/or container(s) describes the contents thereof as intoxicating liquor.

PERSON: An individual, association, firm, joint stock company, syndicate, partnership, corporation, receiver, trustee, conservator or any officer appointed by any State or Federal Court.

RESORT: Any establishment having at least thirty (30) rooms for the overnight accommodation of transient guests, having a restaurant or similar facility on the premises at least sixty percent (60%) of the gross income of which is derived from the sale of prepared meals or food or means a restaurant provided with special space and accommodations where, in consideration of payment, food, without lodging, is habitually furnished to travelers and customers and which restaurant establishment's annual gross receipts immediately preceding its application for a license shall not have been less than seventy-five thousand dollars (\$75,000.00) per year with at least fifty thousand dollars (\$50,000.00) of such gross receipts from non-alcoholic sales or means a seasonal resort restaurant with food sales as determined in Subsection (2) of Section 311.095, RSMo., or means a new restaurant establishment having been in operation for at least ninety (90) days preceding the application for such license, with a projected experience based upon its sale of food during the preceding ninety (90) days which would exceed not less than seventy-five thousand dollars (\$75,000.00) per year. Any facility which is owned and operated as a part of the resort may be used to sell intoxicating liquor by the drink for consumption on the premises of such facility and, for the purpose of meeting the annual gross food sales requirements of this Subsection, if any facility which is a part of the resort meets such requirement, such requirement shall be deemed met for any other facility which is a part of the resort.

RESTAURANT BAR: Any establishment having a restaurant or similar facility on the premises at least fifty percent (50%) of the gross income of which is derived from the sale of prepared meals or food consumed on such premises or which has an annual gross income of at least two hundred thousand dollars (\$200,000.00) from the sale of prepared meals or food consumed on such premises where alcohol is also served.

SALE BY THE DRINK: Sale of any intoxicating liquor except malt liquor, in the original package, in any quantity less than fifty (50) milliliters shall be deemed "sale by the drink" and may be made only by a holder of a retail liquor dealer's license and when so made, the container in every case shall be emptied and the contents thereof served as other intoxicating liquors sold by the drink are served.

(Ord. No. 21019 §1, 4-9-01; Ord. No. 28071 §1, 8-11-08; Ord. No. 29158, § 4, 12-28-09)

SECTION 600.020: - LICENSE REQUIRED — CLASSES OF LICENSES

- A. No person shall sell or offer for sale intoxicating liquor in the City of Raymore without a currently valid liquor license issued by the City. A separate liquor license shall be required for each of the categories and subcategories of liquor sales in which the licensee desires to engage as set forth herein.

- B. *General Licenses.* Any person possessing the qualifications and meeting the requirements of this Chapter may apply for the following licenses to sell intoxicating liquor.
1. Original package license: Sales of all kinds of intoxicating liquors in the original package at retail not for consumption on the premises where sold.
 2. Original package 5% beer license: Sales of five percent (5%) beer at retail in the original package not for consumption on the premises where sold.
 3. Five percent (5%) beer by drink—wine: Sales of malt liquor and light wines at retail by the drink for consumption on the premises where sold.
 4. Retail liquor by drink—resort: Sales of intoxicating liquor of all kinds at retail by the drink for consumption on the premises where sold in an establishment designated as a resort by definition in this Code.
 5. Retail liquor by drink—bar: Sales of intoxicating liquor of all kinds at retail by the drink for consumption on the premises where sold in an establishment designated as a bar by definition in this Code.
 6. Retail liquor by drink—exempt: Sales of intoxicating liquor of all kinds by the drink at retail for consumption on the premises where sold for certain charitable, fraternal, religious, service or veterans' organizations.
 7. Malt liquor by the drink: Sales of malt liquor at retail by the drink for consumption on the premises where sold.
- C. *Sunday Sales (Additional Fees).* Any person who is licensed under the provisions of this Chapter or who otherwise possesses the qualifications and meets the requirements of this Chapter may apply for the following licenses to sell intoxicating liquor on Sundays between the hours of 9:00 A.M. and Midnight:
1. Sunday original package: Sales of liquor of all kinds in the original package at retail, not for consumption on the premises where sold.
 2. Five percent (5%) beer by drink—restaurant bar—wine: Sales of liquor of all kinds by the drink at retail for consumption on the premises of any restaurant bar.
 3. Sunday bar—amusement: Sales of liquor of all kinds by the drink at retail for consumption on the premises of any amusement place.
 4. Sunday bar—exempt: Sales of intoxicating liquor of all kinds by the drink at retail for consumption on the premises where sold for certain charitable, fraternal, religious, service or veterans' organizations.
 5. Restaurant bar—resort: Sales of liquor of all kinds by the drink at retail for consumption on the premises of any restaurant bar.
 6. Sunday bar—bar: Sales of liquor of all kinds by the drink at retail for consumption on the premises of any bar.
- D. *Permits.*
- 1.

Retail liquor by drink—caterers. Any person who is licensed under Section 311.485, RSMo, shall provide liquor by the drink to a temporary location as a caterer.

2. Tasting permit. Any person who is licensed to sell intoxicating liquor in the original package at retail under Subsection (B)(1) of this Section above may apply for a special permit to conduct wine, malt beverage and distilled spirit tastings on the licensed premises; however, nothing in this Section shall be construed to permit the licensee to sell wine, malt beverages or distilled spirits for on-premises consumption.
3. Retail liquor by drink—picnic. Any person who possesses the qualifications, meets the requirements and complies with the provisions of Section 600.030(C) below may apply for a special permit to sell intoxicating liquor for consumption on premises where sold.

(Ord. No. 21019 §2, 4-9-01; Ord. No. 24011 §1, 2-9-04; Ord. No. 28071 §1, 8-11-08; Ord. No. 29158, § 5, 12-28-09)

SECTION 600.030: - LICENSE REGULATIONS

- A. *Package Sales, Limitations.* No license shall issue for the sale of intoxicating liquor in the original package, not to be consumed upon the premises where sold, except to a person engaged in, and to be used in connection with, the operation of one (1) or more of the following businesses: a drug store, a cigar and tobacco store, a grocery store, a general merchandise store, a confectionery or delicatessen store, nor to any such person who does not have and keep in his/her store a stock of goods having a value according to invoices of at least one thousand dollars (\$1,000.00), exclusive of fixtures and intoxicating liquors. Under such license, no intoxicating liquor shall be consumed on the premises where sold nor shall any original package be opened on the premises of the vendor except as otherwise provided in this Chapter.
- B. *Newly-Opened Restaurant Bars, Amusement Places.*
 1. Any new restaurant bar having been in operation for less than ninety (90) days may be issued a temporary license to sell intoxicating liquor by the drink at retail for consumption on the premises between the hours of 9:00 A.M. and Midnight on Sunday for a period not to exceed ninety (90) days if the restaurant bar can show a projection of annual business from prepared meals or food consumed on the premises of at least fifty percent (50%) of the total gross income of the restaurant bar for the year or can show a projection of annual business from prepared meals or food consumed on the premises which would exceed not less than two hundred thousand dollars (\$200,000.00). The license fee shall be prorated for the period of the temporary license based on the cost of the annual license for the establishment.
 2. Any new amusement place having been in operation for less than ninety (90) days may be issued a temporary license to sell intoxicating liquor by the drink at retail for consumption on the premises between the hours of 9:00 A.M. and Midnight on Sunday for a period not to exceed ninety (90) days if the amusement place can show a projection of gross receipts of at least one hundred thousand

dollars (\$100,000.00) of which at least fifty thousand dollars (\$50,000.00) of such gross receipts are in non-alcoholic sales for the first (1st) year of operation. The license fee shall be prorated for the period of the temporary license based on the cost of the annual license for the establishment.

C. *Temporary Permit For Sale By Drink—Certain Organizations.*

1. The City Clerk may issue a permit for the sale of intoxicating liquor for consumption on premises where sold to any church, school, civic, service, fraternal, veteran, political or charitable club or organization at a picnic, bazaar, fair or similar gathering. The permit shall be issued only for the day or days named therein and it shall not authorize the sale of intoxicating liquor for more than seven (7) days by any such club or organization.
2. If the event will be held on a Sunday, the permit shall authorize the sale of intoxicating liquor on that day beginning at 9:00 A.M.
3. At the same time that an applicant applies for a permit under the provisions of this Section, the applicant shall notify the Director of Revenue of the holding of the event by certified mail and by such notification shall accept responsibility for the collection and payment of any applicable sales tax.
4. No provision of law or rule or regulation of the City shall be interpreted as preventing any wholesaler or distributor from providing customary storage, cooling or dispensing equipment for use by the permit holder at such picnic, bazaar, fair or similar gathering.
5. Concessionaires, operating concession stands in Raymore City Parks, under contract with the Department of Parks and Recreation are hereby authorized to dispense alcoholic beverages by the drink, under the terms and conditions herein stated.

Concessionaires operating concession stands as stated above, shall prior to dispensing alcoholic beverages as stated therein, and with the prior approval of the Director of Parks and Recreation, obtain a proper license to dispense alcoholic beverages, pursuant to Section 600.030, above, and as required by the laws of the State of Missouri. Said concessionaires may dispense such alcoholic beverages by the drink only at the times and places and under the conditions of the Parks and Recreation Board and approved by the Raymore City Council.

D. *Operating Hours, Days.*

1. No person having a license issued pursuant to this Chapter nor any employee of such person shall sell, give away or permit the consumption of any intoxicating liquor in any quantity between the hours of 1:30 A.M. and 6:00 A.M. on weekdays and between the hours of 1:30 A.M. on Sunday and 6:00 A.M. on Monday upon or about his/her premises except as otherwise authorized and licensed for Sunday sales. Any person licensed to sell intoxicating liquor by the drink shall keep a closed place during the aforementioned prohibited times.
2. When January first (1st), March seventeenth (17th), July fourth (4th) or December thirty-first (31st) falls on Sunday and on the Sundays prior to Memorial Day and Labor Day and on the Sunday on which the national championship game of the National Football League is played, commonly known

as "Super Bowl Sunday", any person having a license to sell intoxicating liquor by the drink may be open for business and sell intoxicating liquor by the drink under the provisions of his/her license on that day from the time and until the time which would be lawful on another day of the week, notwithstanding any provisions of this Chapter to the contrary.

E. *General License Regulations.*

1. Each license issued hereunder shall be conspicuously posted on the premises for which the license has been issued.
2. A separate license shall be required for each place of business. Every license issued under the provisions of this Chapter shall particularly describe the premises at which intoxicating liquor may be sold thereunder and such license shall not be deemed to authorize or permit the sale of intoxicating liquor at any place other than that described therein.
3. No license issued under this Chapter shall be transferable or assignable except as herein provided. In the event of the death of the licensee, the widow or widower or the next of kin of such deceased licensee, who shall meet the other requirements of this Chapter, may make application and the Clerk may transfer such license to permit the operation of the business of the deceased for the remainder of the period for which a license fee has been paid by the deceased. Whenever one (1) or more members of a partnership withdraws from the partnership, the Clerk, upon being requested, shall permit the remaining partner or partners originally licensed to continue to operate for the remainder of the period for which the license fee has been paid without obtaining a new license.
4. In the event any licensee desires to change the location of his/her place of business in the City, it shall be necessary for him/her to file an application in the same manner as herein provided for an original application, except that no additional fee shall be charged and the amended license, describing the new location, shall be issued immediately upon the approval of the application by the Council. Any change of location of the enterprise prior to issuance of such an amended license shall constitute a violation of this Section.
5. A licensee may transfer their license category to any other license category upon meeting the definition and qualifications of that license and paying the prorated difference in license fee.

F. *Druggists May Sell And Physicians Prescribe Liquor.* Any druggist may have in his/her possession intoxicating liquor purchased by him/her from a licensed vendor under a license pursuant to State law or intoxicating liquor lawfully acquired at the place of acquisition and legally transported into this State and lawfully inspected, gauged and labeled as provided by State law; such intoxicating liquor to be used in connection with the business of a druggist in compounding medicines or as a solvent or preservative; provided, that nothing in this Chapter shall prevent a regularly licensed druggist, after he/she procures a license therefor, from selling intoxicating liquor in the original package, but not to be drunk or the packages opened on the premises where sold; and provided further, that nothing in this Chapter shall

be construed as limiting the right of a physician to prescribe intoxicating liquor in accordance with his/her professional judgment for any patient at any time or prevent a druggist from selling intoxicating liquor to a person on prescription from a regularly licensed physician as above provided.

- G. *Fees Taken In Lieu Of Proportionate Part Of Merchant's Tax And Ad Valorem Tax.* The fees to be charged under the provisions of this Section shall be taken in lieu of the proportionate part of any merchant's license fee and ad valorem tax for the stock and sales of intoxicating liquor under the provisions of this or any other ordinance of the City, and the aggregate amount of the sales thereof made by any license hereunder shall not be returned by such merchant for purposes of merchant's license or ad valorem tax, nor shall such stock of sales be included in the computation of any merchant's license or ad valorem tax.

(Ord. No. 21019 §3, 4-9-01; Ord. No. 24011 §2, 2-9-04; Ord. No. 28071 §1, 8-11-08; Ord. No. 29003, § 2, 1-12-09; Ord. No. 29158, § 6, 12-28-09)

SECTION 600.040: - SCHEDULE OF LICENSE FEES

The license applicant shall be in compliance with the provisions of this Chapter and pay a license fee approved by the Governing Body and listed in the Schedule of Fees and Charges maintained in the City Clerk's office.

Of the license fee to be paid for any such license, the applicant shall pay as many twelfths (12ths) as there are months (part of a month counted as a month) remaining from the date of the license to the next succeeding July first (1st).

(Ord. No. 21019 §4, 4-9-01; Ord. No. 24011 §3, 2-9-04; Ord. No. 28071 §1, 8-11-08; Ord. No. 29136, § 1, 11-9-09)

SECTION 600.050: - APPLICATION FOR LICENSE AND RENEWAL

- A. *Filing Of An Application.* Each application for an original or renewal license shall be filed with the City Clerk on a form to be provided by the City, signed and sworn to by the applicant. Each application shall be accompanied by a proper remittance reflecting the appropriate license fee made payable to the City.
- B. *Qualifications.* Neither the applicant nor any officer, director or shareholder of a corporate applicant shall have been convicted of a felony or of any distribution, sale or possession of any controlled substances or dangerous drugs. The applicant shall present with the application a bona fide sale contract or option duly executed, which may be subject to the applicant obtaining a liquor license, or a bona fide lease duly executed by the lessor, or an option for a lease duly executed, subject to the applicant obtaining a liquor license, covering the property for which a liquor license is requested. If the applicant is a corporation, the petition shall set forth all of the above information with respect to the managing officer or officers, identifying such officer or officers. The application shall further state the full name of the corporation, its date of incorporation, its registered agent and registered address, the

names and addresses of all shareholders of the corporation and whether said corporation operates any other business or controls or is controlled by any other corporation or business and if so, the application shall further state the name of such controlled or controlling corporation or business, its registered agent and registered address and the location of all businesses operated by it and the name and address of any such businesses with a liquor license, whether within or without the City; and the application shall also state if such controlling corporation or any controlled corporation is doing business under a fictitious name and the address where said business is located. The City Council also may request such additional information of an applicant as it may deem necessary for it to make a determination with respect to the issuance of a liquor license.

- C. *Hearing On Application.* Upon the filing of the application with the Clerk, the Clerk shall fix a date for a hearing before the Council not more than thirty-one (31) days from the date of filing of the application and shall give the applicant written notice of the date of the hearing. The hearing shall be conducted in accordance with Section 600.090 of this Chapter.
1. The Council shall consider the location of the proposed business for which a license is sought with respect to its proximity to a school, a church, a public park or playground and to other places of the character for which a license is sought and shall have authority to refuse to issue a license when in their judgment the issuance thereof would not be in the best interests of the locality in which the applicant applies for a location of such place. In no event shall the Council approve the issuance of a license for the sale of liquor within one hundred (100) feet of any school, church or other building regularly used as a place of worship except that when a school, church or place of worship shall thereafter be established within one hundred (100) feet of any place of business licensed to sell intoxicating liquor, renewal of the license shall not be denied for lack of consent in writing as herein provided. Such consent shall not be granted until at least ten (10) days written notice has been provided to all owners of property within one hundred (100) feet of the proposed licensed premises.
 2. The Council shall approve the application if after the hearing it finds that:
 - a. Issuance of the requested license would be in the best interests of the locality of the proposed business;
 - b. The applicant is a person of good moral character, a native born or naturalized citizen of the United States of America, a registered voter and a taxpaying citizen of the City;
 - c. No license theretofore issued to such applicant to sell intoxicating liquors has been revoked within two (2) years of the date of the application;
 - d. The applicant has not been convicted since the ratification of the Twenty-First Amendment to the Constitution of the United States of the violation of any law applicable to the sale of intoxicating liquor, or that such applicant has not employed in his/her business any person whose license has been revoked or who has been convicted of violating the provisions of such law since the date aforesaid;
 - e.

The applicant plans and proposes to conduct a retail liquor business in compliance with the laws of the State of Missouri, the ordinances of the City and the provisions of this Chapter.

- D. Upon approval of any application for a license, the Clerk shall grant the applicant a license to conduct business in the City for a term to expire with the thirtieth (30th) day of June next succeeding the date of such license, unless such license be revoked or suspended for cause before the expiration of such time.
- E. Applications for renewal of licenses must be filed on or before the first (1st) day of May of each calendar year. Such renewal application shall be reviewed by the Council at its next meeting. Upon approval of the majority of the Council and payment of the license fee provided herein, the Clerk shall renew the license. In the event that any person residing or conducting businesses within two hundred (200) feet of the applicant's place of business shall file a written protest against the renewal of such license, the Council shall conduct a hearing on the application for license renewal as provided in Subsection (D) of this Section.

(Ord. No. 28071 §1, 8-11-08; Ord. No. 29136, § 7, 12-28-09)

SECTION 600.060: - MINORS

- A. *Persons Eighteen Years Of Age Or Older May Sell Or Handle Liquor Or Beer, When.*
 - 1. Except as otherwise provided in this Section, no person under the age of twenty-one (21) years shall sell or assist in the sale or dispensing of intoxicating liquor.
 - 2. In any place of business licensed in accordance with this Chapter, persons at least eighteen (18) years of age may stock, arrange displays, operate the cash register or scanner connected to a cash register, accept payment for and sack for carry-out intoxicating liquor. Delivery of intoxicating liquor away from the licensed business premises cannot be performed by anyone under the age of twenty-one (21) years. Any licensee who employs any person under the age of twenty-one (21) years, as authorized by this Subsection, shall, when at least fifty percent (50%) of the licensee's gross sales does not consist of non-alcoholic sales, have an employee twenty-one (21) years of age or older on the licensed premises during all hours of operation.
 - 3. Persons eighteen (18) years of age or older may, when acting in the capacity of a waiter or waitress, accept payment for or serve intoxicating liquor in places of business which sell food for consumption on the premises if at least fifty percent (50%) of all sales in those places consists of food; provided that nothing in this Section shall authorize persons under twenty-one (21) years of age to mix or serve across the bar intoxicating beverages.
- B. *Sales To Minor—Exceptions.* No licensee, his/her employee or any other person shall procure for, sell, vend, give away or otherwise supply any intoxicating liquor in any quantity whatsoever to any person under the age of twenty-one (21) years, except that this Section shall not apply to the supplying of intoxicating liquor to a person under the age of twenty-one (21) years for medical purposes only or to

the administering of such intoxicating liquor to such person by a duly licensed physician. No person shall be denied a license or renewal of a license issued under this Chapter solely due to a conviction for unlawful sale or supply to a minor while serving in the capacity as an employee of the licensee.

- C. *Misrepresentation Of Age By Minor To Obtain Liquor—Use Of Altered Driver's License, Passport Or I. D. Cards, Penalties.*
1. No person under the age of twenty-one (21) years shall represent, for the purpose of purchasing, asking for or in any way receiving any intoxicating liquor, that he/she has attained the age of twenty-one (21) years, except in cases authorized by law.
 2. In addition to Subsection (C) (1) of this Section, no person under the age of twenty-one (21) years shall use a reproduced, modified or altered chauffeur's license, motor vehicle operator's license, identification card issued by any uniformed service of the United States, passport or identification card established in Section 302.181, RSMo., for the purpose of purchasing, asking for or in any way receiving any intoxicating liquor.
- D. *Purchase Or Possession By Minor, Misdemeanor.* No person under the age of twenty-one (21) years shall purchase, attempt to purchase, possess or attempt to possess any intoxicating liquor except as otherwise authorized by law, or be visibly intoxicated, or have a detectable blood alcohol content of more than two-hundredths of one percent or more by weight of alcohol in such person's blood. For purposes of determining violations of any provisions of this Section, a manufacturer-sealed container describing that there is intoxicating liquor therein need not be opened or the contents therein tested to verify that there is intoxicating liquor in such container. The alleged violator may allege that there was not intoxicating liquor in such container, but the burden of proof of such allegation is on such person, as it shall be presumed that such a sealed container describing that there is intoxicating liquor therein contains intoxicating liquor.

(Ord. No. 21019 §5, 4-9-01; Ord. No. 24011 §4, 2-9-04; Ord. No. 28071 §1, 8-11-08; Ord. No. 29033, § 1, 3-27-06; Ord. No. 29158, § 8, 12-28-09)

SECTION 600.070: - MISCELLANEOUS OFFENSES

- A. *Unlawful For Licensed Retailer To Purchase From Other Than Licensed Wholesaler.* It shall be unlawful for any licensee to purchase any intoxicating liquor except from, by or through a duly licensed wholesale liquor dealer in this State. It shall be unlawful for such retail liquor dealer to sell or offer for sale any intoxicating liquor purchased in violation of the provisions of this Section.
- B. *Mixing Liquor With Drugs Prohibited.* No licensee or any other person shall for any purpose whatsoever mix or permit or cause to be mixed with any intoxicating liquor kept for sale, sold or supplied by him/her as a beverage, any drug or form of methyl alcohol or impure form of alcohol.
- C. *Unlawful To Sell Unlabeled Liquor—Penalty.* It shall be unlawful for any person to sell any intoxicating liquor which has not been inspected and labeled according to the provisions of the Liquor Control Law of Missouri and any such person upon conviction shall have his/her license revoked and shall be

ineligible to receive any subsequent liquor license for a period of two (2) years thereafter.

- D. *Only Those Liquors Authorized By License To Be Kept On Premises.* It shall be unlawful for any licensee to keep in or upon the premises described in such license any intoxicating liquor other than the kind of liquor expressly authorized to be sold by such licensee.
- E. *Off-Premises Consumption.*
1. No licensee shall sell intoxicating liquor at retail in the original package, not to be consumed on the premises where sold, in any original package containing less than eight (8) ounces.
 2. No licensee shall permit any person to remove from the licensed premises any intoxicating liquor in any unsealed glass, bottle, can or other open container of any type.
 3. All licensees shall post a notice at each exit of the premises which is used by customers or patrons that "NO ALCOHOLIC BEVERAGES MAY BE CARRIED IN AN OPEN CONTAINER OUT OF THIS BUILDING".
- F. *Persons Apparently Intoxicated Not To Be Provided With Intoxicating Liquor.* It shall be unlawful for any licensee or his/her employee or agent to sell or supply intoxicating liquor or permit such to be sold or supplied, to a habitual drunkard or to any person who is under or apparently under the influence of intoxicating liquor.
- G. *Drinking In Public Places Prohibited.*
1. For purposes of this Section, the term "public place" shall mean any public street, highway, alley, sidewalk, thoroughfare or other public way of the City or any parking lot.
 2. No person shall drink or ingest any intoxicating liquor in or on any public place.
 3. No person shall possess or have under his/her control any unsealed glass, bottle, can or other open container of any type containing any intoxicating liquor while in or upon any public place.
 4. No person shall possess or have within easy reach, any unsealed glass, bottle, can or other open container of any type containing any intoxicating liquor or while within or on any motor vehicle while the same is being operated upon, or parked or standing in or upon, any public place. Any person operating a motor vehicle shall be deemed to be in possession of an open container contained within the passenger compartment of the motor vehicle he/she has control of whether or not he/she has actual physical possession of the open container.

(Ord. No. 28071 §1, 8-11-08; Ord. No. 28121, § 1, 12-22-08; Ord. No. 29158, § 9, 12-28-09)

SECTION 600.080: - ADMINISTRATION OF LAW — LICENSE SUSPENSION

- A. *Suspension Or Revocation Of License—When—Manner.* The Council may suspend or revoke the license of any person for cause shown. In such cases the City Clerk shall schedule a hearing before the Council not less than ten (10) days prior to the effective date of revocation or suspension, and prior to the hearing the Clerk shall give not less than five (5) days written notice to the licensee of the grounds upon

which the license is sought to be revoked or suspended and the time, date and place of the hearing.

Notice may be accomplished by personal delivery, U. S. Mail or by posting on the licensed premises. The hearing shall be conducted in accordance with Section 600.090 of this Chapter.

- B. *Grounds For Suspension Or Revocation.* A license may be suspended or revoked for any of the following reasons:
1. Violating any of the provisions of either this Chapter, Chapter 195, or Chapter 311, RSMo., or any ordinance of the City;
 2. Failing to obtain or keep a license from the Supervisor of Alcohol and Tobacco Control;
 3. Making a false affidavit in an application for a license under this Chapter;
 4. Failing to keep an orderly place or house;
 5. Selling, offering for sale, possessing or knowingly permitting the consumption on the licensed premises of any kind of intoxicating liquors, the sale, possession or consumption of which is not authorized under the license;
 6. Selling, offering for sale, possessing or knowingly permitting the consumption of any intoxicating liquor which has not been inspected and labeled according to the laws of the State of Missouri; or
 7. Selling, giving, or otherwise supplying intoxicating liquor to:
 - a. Any person under the age of twenty-one (21) years,
 - b. Any person during unauthorized hours on the licensed premises,
 - c. A habitual drunkard or to any person who is under or apparently under the influence of intoxicating liquor, or
 - d. Any person on the licensed premises during a term of suspension as ordered by the Council.
- C. *Automatic Revocation/Suspension.* A license shall be revoked automatically if the licensee's State liquor license is revoked or if the licensee is convicted in any court of any violation of Chapter 311 of the Revised Statutes of Missouri. A license shall be suspended automatically if the licensee's State liquor license is suspended, and the suspension shall be for a term not less than that imposed by the State.
- D. *Effect Of Suspension.* No person whose license shall have been suspended by order of the Council shall sell or give away any intoxicating liquor during the time such suspension is in effect. Any licensee desiring to keep premises open for the sale of food or merchandise during the period of suspension shall display the Council's order of suspension in a conspicuous place on the premises so that all persons visiting the premises may readily see the same.

(Ord. No. 21019 §6, 4-9-01; Ord. No. 24011 §5, 2-9-04Ord. No. 29158, § 10, 12-28-09)

SECTION 600.090: - HEARINGS UPON APPLICATIONS FOR, OR TO SUSPEND OR REVOKE LICENSES

- A. *Testimony—Evidence.* Hearings before the Council shall be in the nature of informal investigations. Testimony of witnesses and other evidence pertinent to the inquiry may be taken in such hearings, and all proceedings in such hearings shall be recorded. Any person residing or conducting a business within

two hundred (200) feet of the proposed establishment shall have the right to produce witnesses and testimony.

- B. *Witnesses—How Summoned.* Subpoenas may be issued by the Council for any person whose testimony is desired at any hearing. Such subpoenas may be served and returns thereon made by any agent and in the same manner as provided by law for the service of subpoenas in civil suits in the Circuit Courts of this State. The Council also may issue subpoenas duces tecum requiring the production of documents or other items pertaining to the subject of the inquiry.
- C. *Witnesses To Be Sworn.* Before any witness shall testify in any such hearing he or she shall be sworn by the City Clerk to tell the truth and nothing but the truth.
- D. *Decision—License Application .* If the evidence supports a finding that a license should be granted, such license shall issue in accordance with Section 600.050(F) of this Chapter. If the evidence supports a finding that the license should be disapproved, the Council shall so notify the applicant in writing, setting forth the grounds and reasons for disapproval, and shall return therewith the applicant's remittance.
- E. *Decision—Suspension Or Revocation .* If the evidence supports a finding that the license should be revoked or suspended pursuant to Section 600.080 of this Chapter, the Council shall issue a written order which shall include specific findings of fact setting forth the grounds for the action taken. If the evidence fails to support a finding that the license should be revoked or suspended then no such order shall issue.
- F. *Appeal .* Any applicant or licensee aggrieved by a decision of the Council may appeal such decision to the Circuit Court as provided in Chapter 536, RSMo., provided such appeal is filed within ten (10) days of the date of the Council's decision. The Council may delay the implementation of its order pending appeal.

SECTION 600.100: - PENALTIES

Any person violating any of the provisions of this Chapter, including but not limited to the Miscellaneous Offenses of Section 600.070, of this Chapter shall upon conviction be punished by a fine of not more than five hundred dollars (\$500.00), or by imprisonment for a term not exceeding ninety (90) days, or by both such fine and imprisonment.



**CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM**

DATE: November 14, 2016

SUBMITTED BY: Jim Cadoret

DEPARTMENT: Community Development

<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

Resolution 16-49
Request Council to approve the Evan-Brook 7th Preliminary Plat

FINANCIAL IMPACT

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

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
n/a	n/a

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission: Planning and Zoning Commission
Date: October 18, 2016
Action/Vote: Recommend Approval 6-1

LIST OF REFERENCE DOCUMENTS ATTACHED

Planning Commission Report and Recommendation
Preliminary Plat drawing

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

Cass Evans, representing Evans Brothers construction, filed an application for Preliminary Plat approval of Evan-Brook 7th Plat, a 24-lot single family subdivision located on the southern end of Sunset Lane, east of Brookside Subdivision. Mr. Evans is the grandson of the initial developer of the subdivision and desires to complete the final phase. The initial preliminary plat for the subdivision expired many years ago as development in the subdivision stopped. The submitted preliminary plat is essentially the same as the original preliminary plat approved in 1990.

As part of its 2016 budget the City has funded the construction of Sunset Lane south to Dutchman Acres and the construction of Bristol Drive east to connect with Sunset Lane. The property owner is dedicating the right-of-way for these two street segments and decided to plat the entire tract and construct Cindy Lane to connect with Sunset Lane. Improvements to the existing storm water detention area are planned to compensate for the increase in impervious surfaces associated with the new streets and houses.

The Planning and Zoning Commission, at its October 18, 2016 meeting, voted 6-1 to recommend approval of the Preliminary Plat to City Council.

The City Council, at its October 24, 2016 meeting, voted 7-1 to postpone the public hearing and the request to the November 14, 2016 City Council meeting.

RESOLUTION 16-49

“A RESOLUTION OF THE RAYMORE CITY COUNCIL APPROVING THE PRELIMINARY PLAT FOR EVAN-BROOK 7TH PLAT LOTS 204 THRU 227, LOCATED IN THE NORTHWEST AND NORTHEAST QUARTERS OF SECTION 21, TOWNSHIP 46N, RANGE 32W, ALL IN RAYMORE, CASS COUNTY, MISSOURI.”

WHEREAS, the Evan-Brook 7th Preliminary Plat is located within the corporate limits of the City of Raymore, Missouri; and

WHEREAS, after review by City staff, the application was submitted to the Planning and Zoning Commission for consideration; and

WHEREAS, the Planning and Zoning Commission, as required by the Unified Development Code, held a public hearing and reviewed the preliminary plat on October 18, 2016; and

WHEREAS, the Planning and Zoning Commission is forwarding the application to City Council with a recommendation of approval; and

WHEREAS, the City Council held a public hearing on the preliminary plat on October 24, 2016; and

WHEREAS, after a recommendation of approval has been submitted by the Planning and Zoning Commission, the City Council reviewed the proposed preliminary plat and has determined the plat is consistent with the City of Raymore Unified Development Code and Growth Management Plan.

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

Section 1. The City Council accepts the findings of fact and recommendation of the Planning and Zoning Commission and the Evan-Brook 7th Preliminary Plat is hereby approved.

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

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

DULY READ AND PASSED THIS 14TH DAY OF NOVEMBER, 2016 BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Barber
Councilmember Burke, III
Councilmember Holman
Councilmember Hubach
Councilmember Kellogg
Councilmember Moorhead
Councilmember Seimears

ATTEST:

APPROVE:

Jean Woerner, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature



To: City Council
From: Planning and Zoning Commission
Date: November 14, 2016
Re: Case #16020 - Evan-Brook 7th Preliminary Plat

GENERAL INFORMATION

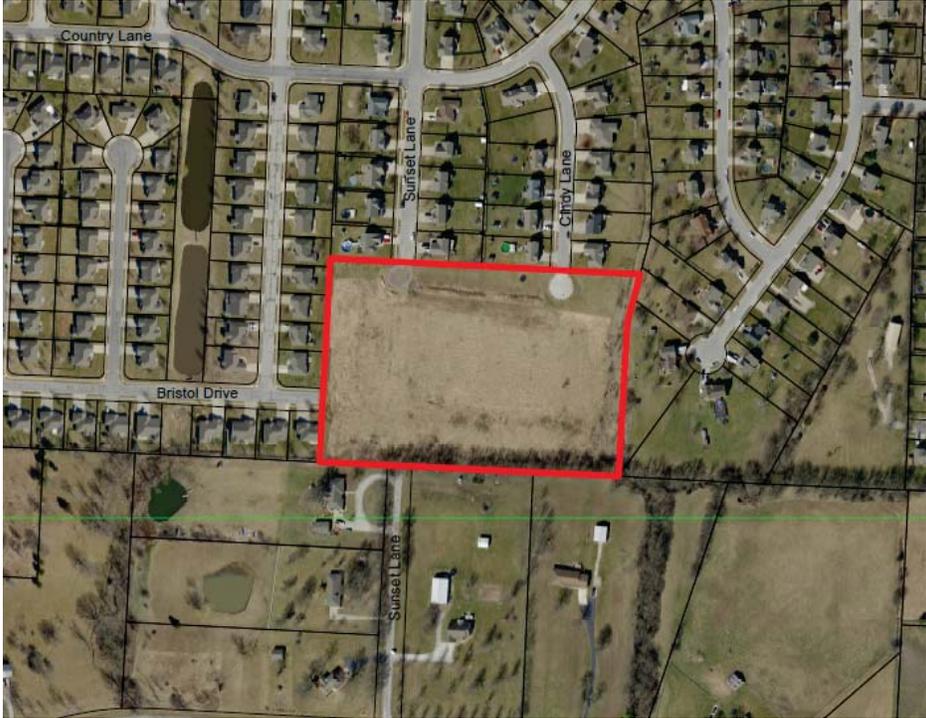
Applicant/Owner: Cass Evans
103 N. Evans Avenue
Raymore, MO 64083

Requested Action: Preliminary Plat Approval for Evan-Brook 7th

Property Location: Sunset Lane and Bristol Drive area



2016 Aerial Photograph



Google Earth view of property

Site Photographs:



View looking east from end of Bristol Drive



View looking southeast at Dutchman Acres from end of Bristol Drive



View looking south at Dutchman Acres from end of Sunset Lane.



View looking east from Sunset



View looking south from end of Cindy Lane

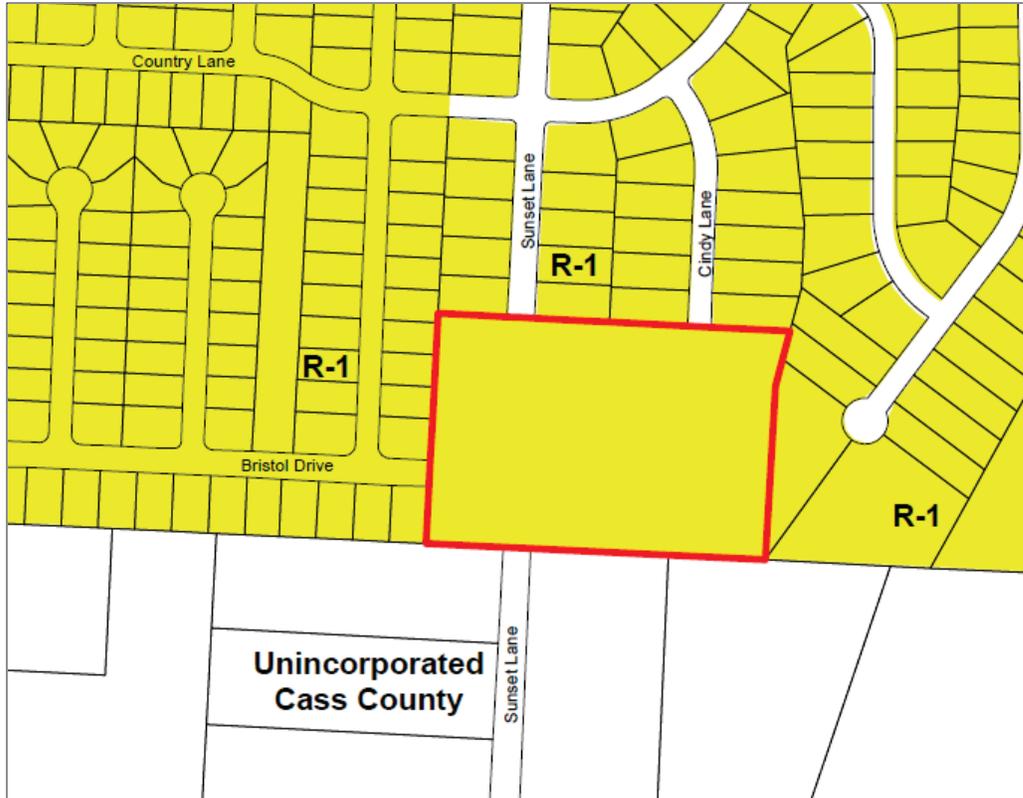


View looking north at swale/stream on east side of subject property



View looking south at swale/stream on east side of subject property (Tract A on plat)

Existing Zoning: R-1 “Single-Family Residential District”



Surrounding Zoning:

North: R-1 – Single-Family Residential
South: Unincorporated Cass County
East: R-1 – Single Family Residential
West: R-1 - Single Family Residential

Tract Size: 8.62 acres
Total Lots: 24 Single Family Lots
Density: 2.78 units per acre

Legal Description:

Part of the Northeast Quarter and part of the Northwest Quarter of Section 21, Township 46N, Range 32W, in the City of Raymore, Cass County, Missouri, described as follows:

Commencing at the Northwest corner of the Northeast Quarter of Section 21, thence South 02 degrees 46 minutes 00 seconds West, along the West line, 2155.69 feet to the Southeast corner of Lot 178 of "EVAN-BROOK, Lots 171 thru 203" a recorded plat in the City of Raymore, Cass County, Missouri, and the POINT OF BEGINNING; thence South 87 degrees 14 minutes 00 seconds East, along the South line of the plat, 617.32 feet to the Southeast corner of Lot 203 and a point on the West line of Lot 71 of "EVAN-BROOK, Lots 63 thru 92" a recorded plat in the City of Raymore, Cass County, Missouri; thence South 14 degrees 37 minutes 23 seconds West, along the West line of Lots 71 and 70, 124.32 feet to the angle point in the West line of Lot 70; thence South 03 degrees 12 minutes 15 seconds West, along the West line of Lot 70, 381.53 feet to the Southwest corner of Lot 70, said point also being on the South line of the Northeast quarter of Section 21; thence North 87 degrees 26 minutes 52 seconds West, along the South line, 588.85 feet to the Southwest corner of the Northeast Quarter, the Southeast corner of the Northwest Quarter, and the Northeast corner of "DUTCHMAN'S ACRES Lots 16 thru 58" a recorded plat in the City of Raymore, Cass County, Missouri; thence North 87 degrees 26 minutes 51 seconds West along the North line of Lot 58, 150.02 feet to the Southeast corner of Lot 140 of "BROOKSIDE FOURTH PLAT" a recorded plat in the City of Raymore, Cass County, Missouri; thence North 02 degrees 46 minutes 00 seconds East, along the East line of the plat also being a line parallel with and 150.00 feet West of the East line of the Northwest Quarter of Section 21, 505.96 feet to a point on the East line of Lot 135, also being the Southwest corner of Lot 178 of "EVAN-BROOK Lots 171 thru 203"; thence South 87 degrees 14 minutes 00 seconds East, along the South line of the plat, to the POINT OF BEGINNING, containing 375,275 square feet or 8.62 acres more or less.

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

Major Street Plan: The Street Classification Map contained in the Transportation Plan has Sunset Lane and Bristol Drive classified as a Minor Collector. Cindy Lane is classified as a Local Street.

Advertisement: September 29, 2016 **Journal** newspaper
October 6, 2016 **Journal** newspaper

Public Hearing: October 18, 2016 Planning and Zoning Commission
October 24, 2016 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

PROPOSAL

The applicant is requesting preliminary plat approval for Evan-Brook 7th, a 24-lot single family subdivision proposed for property zoned R-1 “Single-Family Residential District” on 8.62 acres located south of Lucy Webb Road, east of the Brookside Subdivision. The 7th plat is the last phase of the Evan-Brook Subdivision.

PRELIMINARY PLAT REQUIREMENTS

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

Section 470.110: Preliminary Plats

A. Applications

- 1.** An application for a preliminary plat may be obtained from the Community Development Director. The application must be completed in its entirety in accordance with Section 470.010C and submitted at least 60 days prior to the date of the meeting where it will be considered.
- 2.** For property in commercial or industrial zoning districts, the application must be submitted at least 30 days prior to the date of the meeting.

B. Memorandum of Understanding

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

C. Procedure

- 1. Pre-Application Conference**
Prior to filing an application for a preliminary plat, the applicant must attend a pre-application conference in accordance with Section 470.010B.
- 2. Development Review Committee and Other Agency Review**

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

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

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

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

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

3. Planning and Zoning Commission Public Hearing

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

4. Planning and Zoning Commission Recommendation

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

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

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

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

application to the City Council with a recommendation of approval, subject to conditions.

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

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

5. City Council Public Hearing

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

6. City Council Action

- a.** The City Council must consider the request within 60 days of receipt of written recommendation of the Planning and Zoning Commission. Upon receipt of the recommendation of the Planning and Zoning Commission, the City Council must consider the application and may take final action to approve or disapprove it.
- b.** If final action is not taken by the City Council within 120 days after the recommendation of the Planning and Zoning Commission is submitted to it, the preliminary plat will be deemed to have been defeated and denied, unless the applicant has consented to an extension of this time period. Whenever a preliminary plat is defeated, either by vote of the City Council or by inaction described in this section, such preliminary plat cannot be passed without another public hearing that is noticed in accordance with this chapter.
- c.** If the City Council approves an application, it will adopt a resolution to that effect.

7. Findings of Fact

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

- a.** the preliminary plat will not adversely affect the appropriate use of neighboring property;
- b.** the preliminary plat is in compliance with all applicable regulations of the Unified Development Code, Growth Management Plan, and other City regulations and plans;
- c.** the preliminary plat will not impose undue burden upon existing public services and facilities; and

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

8. Effect of Approval of Preliminary Plat

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

- (1) a final plat application is submitted within one year of the date of preliminary plat approval;
- (2) upon the request of the subdivider, the City Council grants an extension; or
- (3) final plat applications are submitted in accordance with the requirements for staged development of final plats in accordance with Section 470.130E.

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

9. Extension of Preliminary Plat

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

PREVIOUS PLANNING ACTIONS ON THE PROPERTY

1. The land area east of Sunset Lane was rezoned to "R-1" Single-Family Residential District on September 10, 1990. The land area on the west side of Sunset Lane was rezoned to R-1 on December 12, 1994.
2. A preliminary plat for all of the land in Evan-Brook subdivision east of Sunset Lane was approved on September 10, 1990. The preliminary plat for the lots on the west side of Sunset Lane was approved on December 12, 1994.
3. The most recent final plat in the Evan Brook Subdivision was the 6th plat, approved on August 10, 1998.

GOOD NEIGHBOR INFORMATIONAL MEETING COMMENTS

A Good Neighbor informational meeting was held on Wednesday, September 28, 2016 in the City Council Chambers of the Raymore City Hall. Cass Evans, applicant for the project, and Rick Walker, engineer for the applicant, presented the application to 30+ individuals in attendance.

A preliminary plat and final plat for the project was presented. The preliminary plat and final plat both indicate a 24-lot single-family subdivision is proposed. A stormwater detention facility will be constructed in the southeast corner of the property. This facility will detain the stormwater that is generated by the new development.

Individuals attending the meeting had concerns about Sunset Lane becoming a through street and creating a safety issue for children; and concerns about stormwater issues they feel already exist and will be exasperated by the additional roads and homes.

ENGINEERING DIVISION COMMENTS

See attached memorandum from the Engineering Division.

STAFF COMMENTS

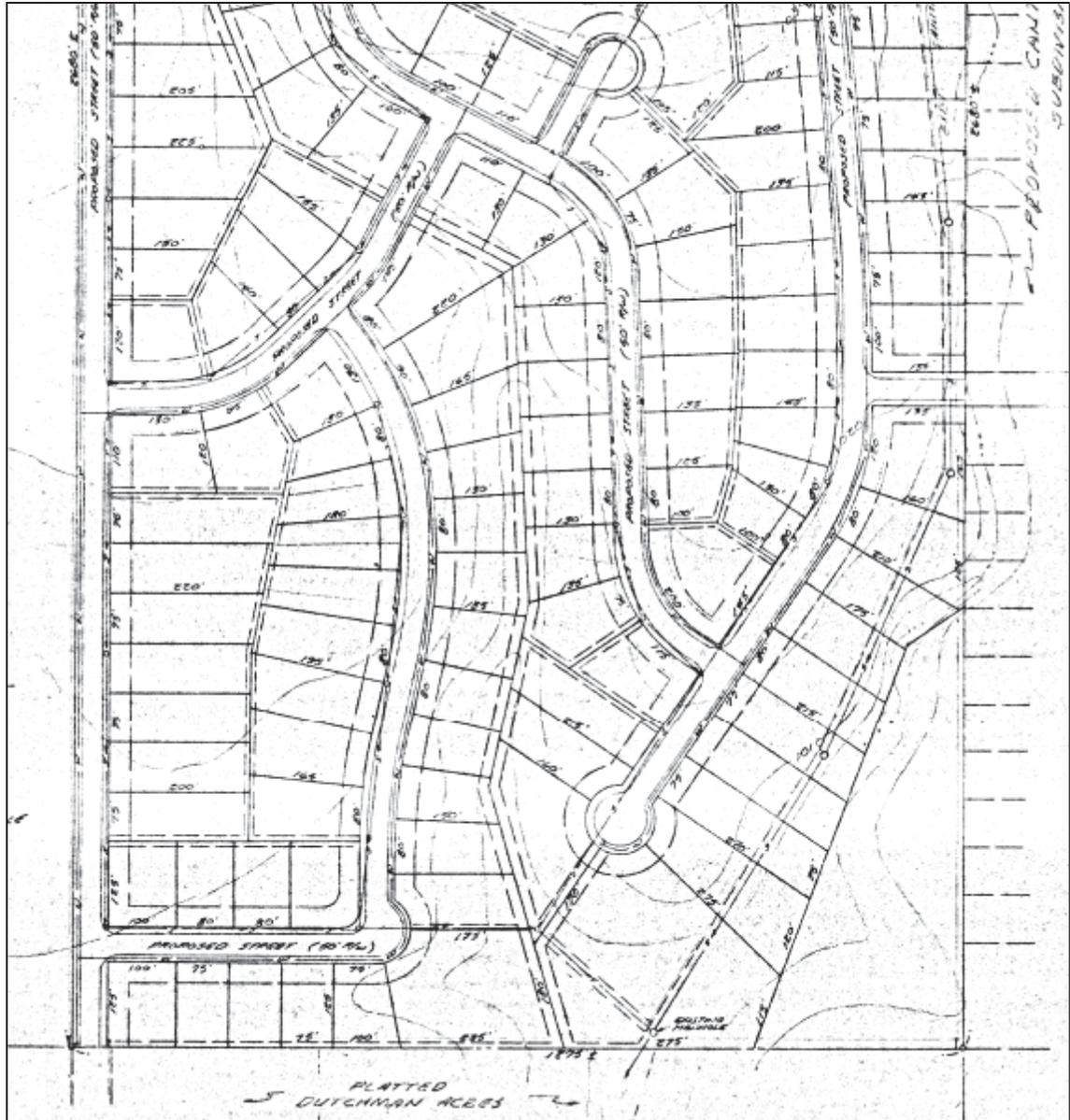
1. The Preliminary Plats that were approved in 1990 and 1994 have expired, thus requiring a new preliminary plat to be filed for the 7th phase.
2. The bulk and dimensional standards for the "R-1" Single-Family Residential District zoning classification for the property is provided below:

Current	
Minimum Lot Area	
per lot	8,400 sq.ft.
per dwelling unit	8,400 sq.ft.
Minimum Lot Width (ft.)	70
Minimum Lot Depth (ft.)	100
Yards, Minimum (ft.)	
Front	30
rear	25
side	10
Maximum Building Height (feet)	35
Maximum Building Coverage (%)	30

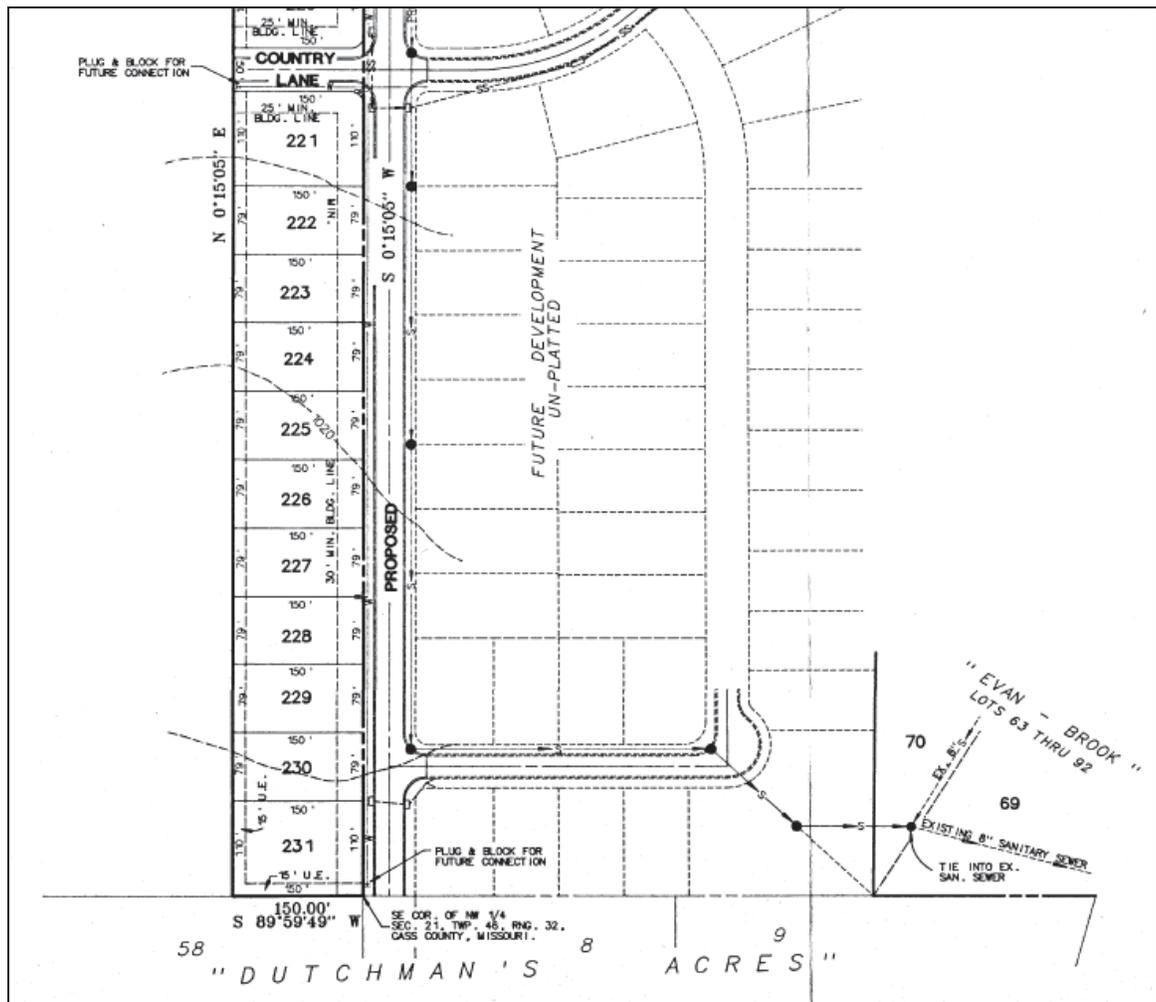
3. The proposed preliminary plat is essentially the same as the 1990 and 1994 preliminary plats that were approved for the property. Sunset Lane

was to be connected with Dutchman Acres to the south; and Cindy Lane was to be extended south and curve west to connect with Sunset Lane. The only difference is that the 1994 preliminary plat did not have a connection of a road to the west (Bristol Drive). Bristol Drive was established by the Brookside Subdivision which was developed after Evan-Brook Subdivision. Bristol Drive connection will be where Lot 230 was shown on the 1994 Preliminary Plat.

1990 Preliminary Plat:



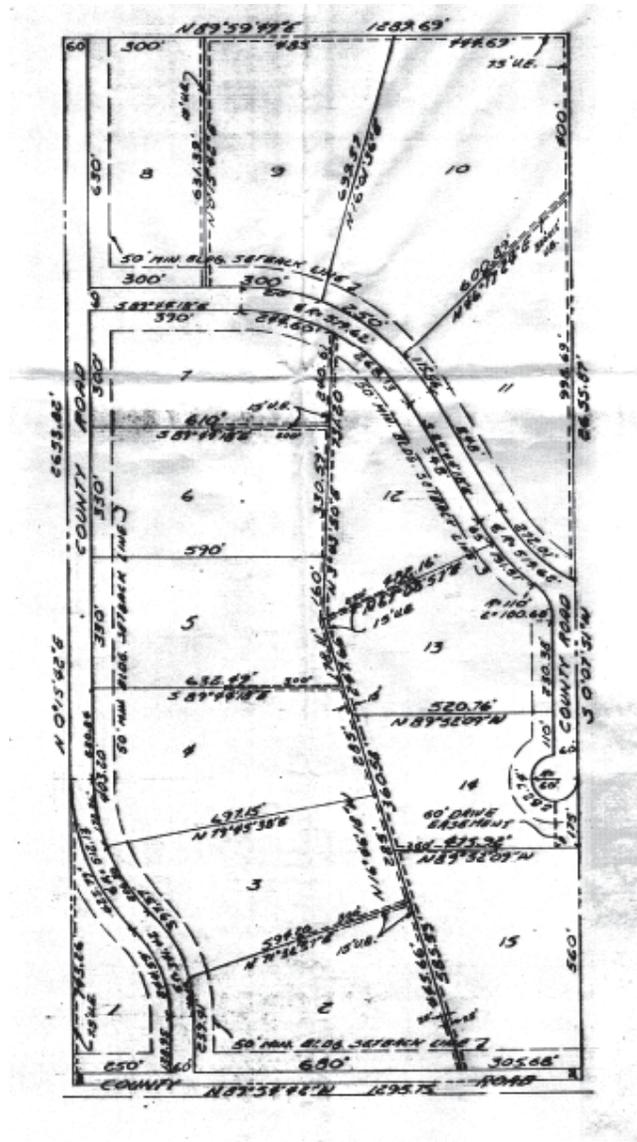
1994 Preliminary Plat



4. Sunset Lane is classified as a collector road, with a right-of-way width of sixty feet (60') and road pavement width of 36 feet.
5. The Raymore City Council included funds in its FY16 budget for the extension of Sunset Lane south to Dutchman Acres and the connection of Bristol Drive to Sunset Lane. These roadway connections were deemed to be important north-south connection roads that were requested by residents of the City. The property owner is funding the construction of Cindy Lane and the water and sanitary sewer improvements that are necessary to serve the subdivision plat.
6. When Sunset Lane is connected it will be a one mile continuous road segment between Lucy Webb Road and Hubach Hill Road. The City

intends to install 4-way stop signs at the intersection of Country Lane and Sunset Lane and at the intersection of Bristol Drive and Sunset Lane.

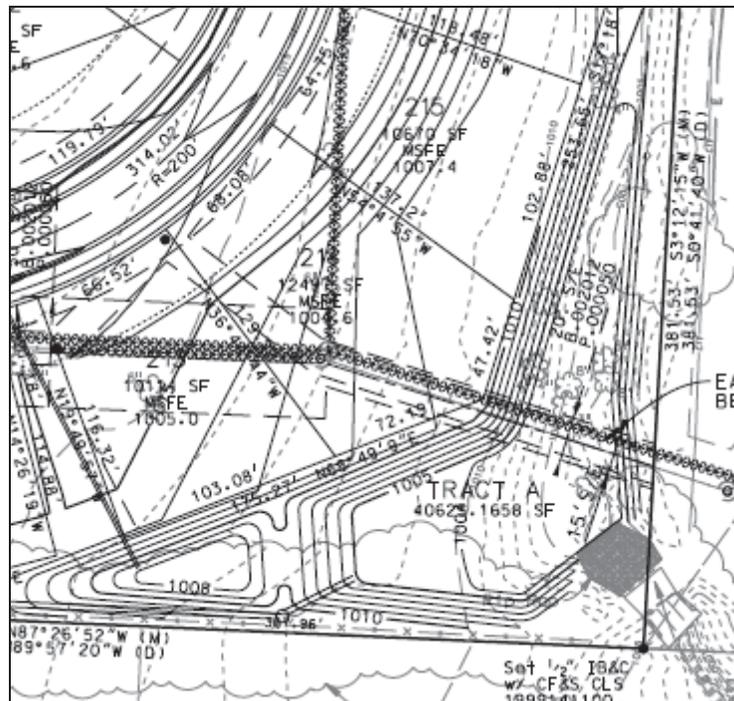
7. There is an existing sanitary sewer easement that crosses through the southeast portion of the subject property that will be vacated as part of the final plat. The sanitary sewer line will be relocated into a newly created easement.
8. Sunset Lane in Dutchman Acres was platted in 1972. As part of the Dutchman Acres subdivision Sunset Lane was proposed to connect to future development north of Dutchman Acres. The right-of-way for Sunset Lane goes to the northern boundary line of Dutchman Acres. Sunset Lane has a sixty-foot (60) right-of-way as illustrated in the Dutchman Acres recorded plat:



9. The proposed development will be served by City of Raymore sanitary sewer and potable water.
10. No landscape screen is required for the property. The property is being developed as single-family detached homes, similar to the single-family land uses on all sides of the property.
11. Lot sizes for the proposed 7th Plat are similar in size to the existing lots in Brookside subdivision to the west, Evan-Brook 6th Plat to the north, and Evan-Brook 3rd Plat to the east. Lot 69 and Lot 70 of Evan Brook 3rd Plat, to the east of Tract A, are oversized cul-de-sac lots and do not trigger the subdivision adjacency requirement.
12. Since Dutchman Acres Subdivision is not located within the City limits of Raymore the subdivision adjacency standards do not apply.
13. There is no flood plain area that extends onto the subject property. Flood plain area does exist on land to the south in Dutchman Acres. Flood plain area is illustrated in blue on the following map:



14. Under existing conditions the site drains towards the southeastern corner of the site. A stormwater drainage study for the proposed subdivision has been prepared in accordance with the requirements of the City of Raymore and the Kansas City Metropolitan Chapter of the American Public Works Association (APWA). Stormwater detention for the proposed subdivision will be provided with an open-graded detention basin in the southeast corner of the site on Tract A. The existing basin will be expanded to hold additional storage volume to compensate for the increase in impervious surfaces associated with the new streets and houses.



15. There is an existing bank of four 48" corrugated metal pipes, which have a length of 40 feet, which allows water to flow into the existing creek in Dutchman Acres. The stormwater detention basin will release water through these pipes into the existing stream in Dutchman Acres.
16. Best Management Practices (BMP's) will be provided with sediment fore-bays (holding areas) and native vegetation planted around the common areas by the detention basin to provide water quality treatment for the proposed site improvements.

PLANNING COMMISSION PROPOSED FINDINGS OF FACT

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

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

The preliminary plat will not adversely affect the appropriate use of neighboring property. Adjacent land area is currently single-family residential. The land use of the proposed preliminary plat is single-family residential.

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

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

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

The preliminary plat will not impose undue burden upon existing public services and facilities. Infrastructure to serve the property has been sized to meet the future demands for service to each lot. There is sufficient capacity in the sanitary sewer system to support full development of the property. The road network was designed to accommodate full development of the property. Potable water is supplied by the City of Raymore.

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

There is sufficient capacity in the water and sanitary sewer systems to support full development of the property. The road network was designed to accommodate full development of the property. Storm water detention facilities will be constructed to control storm water runoff from

development on the property. Costs associated with extension of any water, sanitary sewer lines, or storm sewer lines will be borne by the property owner.

REVIEW OF INFORMATION AND SCHEDULE

<u>Action</u>	<u>Planning Commission</u>	<u>City Council</u>
Public Hearing	October 18, 2016	November 14, 2016

STAFF RECOMMENDATION

City Staff recommends the Planning and Zoning Commission accept the staff proposed findings of fact and forward case #16020 Evan-Brook 7th Preliminary Plat to the City Council with a recommendation of approval.

PLANNING AND ZONING COMMISSION RECOMMENDATION

The Planning and Zoning Commission, at its October 18, 2016 meeting, voted 6-1 to accept the staff proposed findings of fact and forward case #16020 Evan-Brook 7th Preliminary Plat to the City Council with a recommendation of approval subject to two conditions:

1. Alignment issues with the pavement width of Sunset Lane be taken care of with the County; and
2. That the stormwater drainage from the development meet or exceed the requirements of the City.

CITY COUNCIL ACTION - 10/24/2016

The City Council, at its October 24, 2016 meeting, voted 7-1 to postpone the public hearing and the request to its November 14, 2016 meeting.

Memo

To: Planning and Zoning Commission
From: Edward Ieans, Assistant Public Works Director
CC: File
Date: September 27, 2016
Re: Final Plat: Evan Brook Seventh Plat: Lots 204 Through 227

The Evan Brook property is located generally in the northeast quadrant of the Sunset Lane and Lucy Webb Road intersection. This phase of the development, Evan Brook 7th Lots 204 Through 227, is approximately 8.62 acres.

There are public facilities (water) adjacent to the property of sufficient size and capacity to serve the site without undue burden to the City of Raymore.

Sanitary Sewer:

The site will be served by installing an 8" sanitary sewer main along Cindy Lane and Sunset Lane connecting the to the existing 8" sewer along Sunset Lane and Bristol Drive.

Water System:

The site will be served by installing an 8" main along Cindy Lane and Sunset Lane connecting the to the existing 8" main along Sunset Lane and Bristol Drive.

Transportation System:

This phase of the project includes the construction of Cindy Lane and extending Sunset Lane. These roads will be constructed to city standards. Four stop signs will be required at the interserction of Sunset Lane and Cindy Lane.

Storm Water Management:

This phase uses an enclosed storm water conveyance system and rear yard swales to direct runoff towards the main lake. The proposed storm water conveyance system will accommodate the runoff from the watershed. With this phase's proximity to the creek, installing and maintaining erosion control measures will be critical throughout the entire build-out of the property.

Recommendation:

The Engineering Division reviewed the application and found that the Final Plat for Evan Brook Seventh Plat, Lots 204-227 complies with the design standards of the City of Raymore. The Engineering Division recommends approval of this application.



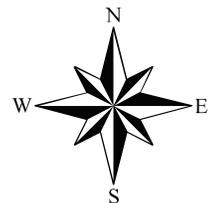
City of Raymore, Missouri

Evan-Brook 7th , Lots 204 - 227

Date: 09/21/2016



Document Path: O:\GIS\p\Projects\Evanbrook 7th\SiteContext-Proposed.mxd



Planning and Zoning Commission Meeting Minutes Excerpt October 18, 2016

7. New Business

A. Case #16020 – Evan Brook 7th Preliminary Plat (public hearing)

Todd Polk, P.E., with Cook Flatt & Strobel Engineers, appeared on behalf of property owner Evans Brothers Construction. Mr. Polk presented a powerpoint presentation to the Commission.

Mr. Polk said the subject property is approximately 9 acres in size. The original preliminary plat expired so the submitted plat mimics the original plat that was approved. Sunset Lane and Cindy Lane would be constructed as originally planned and Bristol Drive will be extended east to connect with Sunset Lane.

The applicant looked at storm water and what things could be done to control any storm water runoff that could occur. There is a significant ditch on the east side of the subdivision and a small detention area in the southeast corner. This is a proposed 24-lot subdivision and is the last piece of the Evan Brook subdivision.

The benefits of the subdivision is that 1) it completes the road network of the original plan; 2) it eliminates three dead-end water lines; and 3) it provides better emergency access and school bus access to the area. Existing sanitary sewer that was installed for lots to the north is being utilized.

The Sunset Lane connection is what initially drove the project. The Transportation Plan identifies Sunset Lane as an important north/south connector. The proposal takes into consideration that speed control measures will be done to make it a secondary access. The City initiated the Sunset Lane connection and is funding that portion of the project. Cindy Lane is being done by the property owner.

Mr. Polk indicated Sunset Lane will be tapered to line up with the narrower pavement width of Sunset Lane in Dutchman Acres and to slow traffic down as it enters the south portion of Sunset Lane. Stop signs will be added.

Storm water control is important in this area. The detention basin has been expanded to mitigate any additional runoff from the subdivision. Erosion sediment measures have been added to ensure soil erosion that may occur stays on the property. BMP's for on-site water treatment has been incorporated. We are not increasing flow in the downstream channel.

There are 58 acres of off-site area that drains through the southeast corner of the subject property. We have mitigated to reduce water runoff. There is an additional 140 acre watershed area to the east that drains south through Dutchman Acres, creating significant flow through Dutchman Acres. The proposed subdivision has a reduction in flow as it comes through the drainage channel. No portion of the subject property is in the floodplain.

Mr. Polk indicated the submitted plat meets all of the City Code requirements.

Jim Cadoret, Community Development Director, presented the staff report.

The request before the Commission is for Preliminary Plat approval of the 7th phase for Evan Brook subdivision. The property is zoned R-1 "Single-Family Residential District" and is surrounded by property zoned R-1. 24 single-family homes are proposed at a density of 2.78 units per acre.

The Sunset Lane and Bristol Drive roads are classified as Collector Roads and a 60-foot right-of-way is provided. Cindy Lane is classified as a local road with a 50-foot right-of-way.

Preliminary Plat applications require a public hearing and was duly advertised for this evening. Mr. Cadoret entered into the record 1) the mailed notices to adjoining property owners; 2) notice of publication in The Journal; 3) Unified Development Code; 4) Application; 5) Growth Management Plan; and 6) Staff report.

Mr. Cadoret stated the requirements for the Commission to consider are included in the staff report. Evan Brook was first started in 1990, with land area on the west side of Sunset Lane added in 1994. The most recent final plat in the Evan Brook subdivision was the 6th plat in 1998.

A "Good Neighbor" meeting was held on September 28th. Individuals attending the meeting had concerns about Sunset Lane becoming a through street and creating a safety issue for children; and concerns about stormwater issues they feel already exist and will be exasperated by the additional roads and homes.

Mr. Cadoret stated that Mr. Leans did submit an engineering memorandum on provision of facilities to the subdivision.

Mr. Cadoret stated that City Council included funds in the FY16 budget for the extension of Sunset Lane south to Dutchman Acres. These roadway connections were deemed to be important north-south connection roads that were requested by residents of the City.

Mr. Cadoret stated that Sunset Lane in Dutchman Acres was platted in 1972. As part of the plat Sunset Lane was proposed to connect to future development north of Dutchman Acres. The right-of-way goes to the north boundary line of Dutchman Acres.

Mr. Cadoret stated that 4-way stops are proposed for the intersection of Country Lane and Sunset Lane and at the proposed intersection of Bristol Drive and Sunset Lane.

Mr. Cadoret stated that since Dutchman Acres is not located within the City limits of Raymore that the subdivision adjacency standards do not apply.

Mr. Cadoret indicated staff has presented proposed findings of fact for the Commission to consider and that City Staff recommends the Planning and Zoning Commission accept the staff proposed findings of fact and forward case #16020 Evan Brook 7th Preliminary Plat to the City Council with a recommendation of approval.

Mike Krass, Public Works Director, discussed Sunset Lane improvements that got programmed into the CIP in response to the 2012 Citizen Survey. There was concern identifying a lack of north-south connector roads. With regards to storm water, this project not only meets but exceeds the City requirements. In addition the developer is providing storm water quality improvements and will be providing control for smaller more frequent rain events.

Chairman Faulkner opened the floor to the public, and opened the public hearing, at 7:32 p.m.

Jeff Cox, 723 Seminole Court in the City, currently serving as the presiding Commissioner for Cass County and former Ward 2 City Council representative for the subject area, spoke.

Mr. Cox stated that from the County standpoint once the request is passed by the City the Commissioners will vote whether to allow Sunset Lane from the City to connect with Sunset Lane in Dutchman Acres.

Mr. Cox stated he wanted to focus on two issues and that he has met with some of the residents on these items. First, on the connection of Sunset Lane, the existing portions of Sunset Lane do not line up centerline to centerline because the City pavement width is much wider than the County. Mr. Cox recommended that on the portion of newly constructed Sunset south of Bristol to remove any sidewalk and use the area to align the roadways better where they meet.

Mr. Cox stated the County has no intentions to asphalt or widen Sunset Lane. The County will continue to maintain the chip and seal roads in Dutchman Acres.

The second issue is the storm water drainage. There have been past problems as development has occurred.

Mayor Turnbow asked for staff to reply to the question on Sunset Lane and whether all surrounding properties are considered when preparing the staff report and findings.

Mike Krass stated that Mr. Polk has presented an option that includes a taper to Sunset Lane to connect with existing Sunset Lane in Dutchman Acres. Mr. Krass stated the City can reach out to the Cass County engineer to come up with an agreeable situation to deal with the taper.

Jonathan Zerr clarified the powers and duties of the Planning and Zoning Commission regarding public hearings and the factors for the Commission to consider.

Mr. Cadoret stated that when the staff report is prepared he does take into consideration all surrounding properties whether the property is in the City or not.

Mr. Krass indicated that the floodplain area in Dutchman Acres has not significantly changed over the years as development to the north has occurred.

Linda Benson, 1043 S. Sunset Lane in the County. I was the original realtor that listed all of the lots in Dutchman Acres and was the first resident in Dutchman Acres. There was no development north of us when this started. We have been flooded in our neighborhood two or three times, and that never happened before the development occurred north of us. I think the Commission needs to take into consideration the residents in Dutchman Acres.

Tom Reed, 510 Magnolia in the County. Mr. Reed indicated he is totally against the project. If Sunset is made it will become a freeway. Cass County Sheriff cannot provide the speed control we need. Each homeowner had to pay to chip and seal the road and the City should help to pay for maintenance if this goes through.

Steve Gaither, 704 Magnolia in the County. All of the water goes through my property. There is a box culvert at Magnolia that is getting washed out. I moved in 5 years ago. Mr. Gaither shared his concerns on storm water drainage that flows through Dutchman Acres.

John Campbell, 803 Magnolia in the County. We live at the corner of Sunset and Magnolia and have concern on the connection of Sunset Lane. We see the drainage concerns that our neighbors have. We have a creek on the west side of our lot. We have lived here for 25 years. The County stated they have no money to pave or widen Sunset Lane. When traffic increases the road will deteriorate.

Richard Westhoff, 912 S. Sunset Lane in the County. I live on the north side of Magnolia, west side of Sunset. The County doesn't plow Sunset and it will go away as a snow route in the future. Water main dead ends can be connected without connecting Sunset, and a lot could be added where Sunset Lane is proposed to connect. North/south road connections already exist.

Robert Miller, 813 Cindy Lane in the City. I have questions on how the common area will be maintained and the height of the overflow pipe.

Mike Krass stated he did not have the information readily available on the height of the overflow pipe but did indicate the City will require the developer to provide a maintenance agreement for the common area and detention basin for long-term maintenance and cleaning. The basin is inspected annually and if any deficiencies they are forwarded to the responsible party.

Mary Reed, 510 Magnolia in the County. We built our home 39 years ago. We chose the area because it was a nice, secure and separate area. We have a concern on the Sunset Lane road connection. Drainage problems came with the addition of new homes. I am opposed to the extension of Sunset Lane. There are other alternatives available like Dean Avenue and Madison Street.

Judy Campbell, 803 Magnolia in the County. I have been a Dutchman Acres resident for 25 years. It doesn't make sense that a north/south City road would go through a County rural subdivision.

Chairman Faulkner closed the floor to the public, and closed the public hearing, at 8:25 p.m.

Mayor Turnbow asked about the area where the detention pond is proposed.

Mike Krass indicated the pond does exist but hasn't been maintained. The pond area will be regraded and cleaned up.

Commissioner Bowie asked about speed control measures on Sunset Lane.

Mike Krass stated traffic calming would occur at the off-set of Sunset Lane which will necessitate vehicles to slow down. Sunset was designed and planned as a collector street.

Mayor Turnbow asked if we had traffic counts for Sunset.

Mr. Krass stated that there are no recent traffic counts.

Commissioner Sarsfield asked for clarification on the ditch on the east side. If there weren't existing storm water problems then these neighbors would probably not be here. Before we build anything its most important to address the drainage issue. The road being extended is progress.

Mike Krass stated that everything we have control over meets the City standards and recognized standards of the metropolitan area. Once we cross over into the County area we have no control. The County did a storm water study in the area. There are County improvements that we have no control over, including the culverts that have been put in. The tributary area is over 200 acres. The proposed development area is only 9 acres and is insignificant when you compare it to the overall watershed.

Commissioner Meuschke asked about the maintenance agreement and if there are any punitive measures.

Mr. Krass stated yes, a maintenance plan and a continuous annual maintenance bond is required to be provided.

Commissioner Berendzen asked if the City approves this is Cass County obligated to connect Sunset.

Mr. Krass stated that Mr. Cox outlined the steps in the process.

Mr. Zerr stated the City will be working with the County on the alignment of the connection.

Chairman Faulkner stated the connection decision is up to the Cass County Commission.

Mike Krass clarified that although this is being presented as an overall project, Sunset Lane was moving forward independent of the development. It is cleaner to include Sunset Lane as part of this plat. Sunset is an independent project from the development.

Chairman Faulkner asked for clarification on what is before the Commission. It is a 24-lot preliminary plat request that includes streets, lots, detention on 8.62 acres.

Mr. Zerr stated the Commission is dealing with the final portion of a development that was started many years ago and clarified the requirements of preliminary plat consideration.

Commissioner Berendzen asked if a traffic study was done on Sunset.

Mr. Krass stated a traffic study was not done and the reason is that the project has already been approved and initiated by the City Council. Not your typical developer driven project. Council approved the extension of Sunset Lane through the Capital Improvement process.

Motion by Mayor Turnbow, Second by Commissioner Meuschke to accept the staff proposed findings of fact and forward case #16020, Evan Brook 7th Preliminary Plat, to the City Council with a recommendation of approval with the exception that the alignment issues with the pavement width of Sunset Lane be taken care of with the County and that the storm water drainage from the development meet or exceed the requirements of the City.

Chairman Faulkner asked Mr. Zerr if the “exception” is actually a condition.

Mr. Zerr stated the requirement that the development meet City storm water requirements is already a condition. Mr. Zerr stated that Mr. Krass indicated the storm water drainage already meets or exceeds current City requirements as far as the development is concerned and in regards to the alignment you are instructing City staff to work with the County Commission.

Mayor Turnbow clarified his motion by stating the he wanted the City to work with the County with regards to the project so we are working as a team on this. Mayor Turnbow commented that we don't have a development plan at the end of Brook Parkway. We are looking at a plat for the build-out of 24 homes. If we had a developer for the Brook Parkway extension area perhaps that would be where the connection should be. I believe the City has worked with the developer to control traffic in the area.

Chairman Faulkner asked Mr. Zerr to clarify what needs to happen to have a recommendation from the Commission this evening.

Mr. Zerr stated a majority of the full Commission is required to have a recommendation.

Chairman Faulkner stated that 5 votes are needed to have a recommendation forwarded to the City Council.

Mr. Zerr stated that the condition that the City work with the County on the road are going to happen regardless of the conditions presented. As presented the water detention issue at this time does meet City requirements. Any change that comes along that would be the only time that a condition will be kicked in according to the Mayor's motion.

Commissioner Sarsfield asked if the City would be in concert with the County regarding the storm water.

Chairman Faulkner stated that the Commission is looking at a proposed 24-lot subdivision, which is a small part of the watershed. The engineering and the proposed detention area has been presented to us that the subdivision has no material effect on the runoff. The objective of the requirements is that post development runoff not be greater than pre-development runoff. It sounds like there may be quite a problem that this development may not mitigate. The problems outside of the City limits is not something the Commission are in a position to fix.

Vote on Motion:

Chairman Faulkner	Aye
Commissioner Anderson	Absent
Commissioner Berendzen	Aye
Commissioner Bowie	Nay
Commissioner Crain	Absent
Commissioner Fizer	Aye
Commissioner Meuschke	Aye
Commissioner Sarsfield	Aye
Mayor Turnbow	Aye

Motion passed 6-1-0.

Chairman Faulkner asked if Mr. Bowie desired to take the opportunity to state the reasons for his opposition.

Mr. Bowie indicated he had no additional comment.



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: November 14, 2016

SUBMITTED BY: Jim Cadoret

DEPARTMENT: Community 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 3218
Request Council to approve the Evan-Brook 7th Final Plat

FINANCIAL IMPACT

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

PROJECT TIMELINE

Estimated Start Date
n/a

Estimated End Date
n/a

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission: Planning and Zoning Commission
Date: October 18, 2016
Action/Vote: Recommend Approval 6-1

LIST OF REFERENCE DOCUMENTS ATTACHED

Planning and Zoning Commission Report and Recommendation
Development Agreement
Final Plat drawing

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

Cass Evans, representing Evans Brothers construction, filed an application for Final Plat approval of Evan-Brook 7th Plat, a 24-lot single family subdivision located on the southern end of Sunset Lane, east of Brookside Subdivision. Mr. Evans is the grandson of the initial developer of the subdivision and desires to complete the final phase. The initial preliminary plat for the subdivision expired many years ago as development in the subdivision stopped. The submitted final plat is essentially the same as the original preliminary plat approved in 1990.

As part of its 2016 budget the City has funded the construction of Sunset Lane south to Dutchman Acres and the construction of Bristol Drive east to connect with Sunset Lane. The property owner is dedicating the right-of-way for these two street segments and decided to plat the entire tract and construct Cindy Lane to connect with Sunset Lane. Improvements to the existing storm water detention area are planned to compensate for the increase in impervious surfaces associated with the new streets and houses.

The Planning and Zoning Commission, at its October 18, 2016 meeting, voted 6-1 to recommend approval of the Final Plat to City Council.

BILL 3218

ORDINANCE

“AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, APPROVING THE FINAL PLAT FOR EVAN-BROOK 7TH PLAT LOTS 204 THRU 227, LOCATED IN THE NORTHWEST AND NORTHEAST QUARTERS OF SECTION 21, TOWNSHIP 46N, RANGE 32W, RAYMORE, CASS COUNTY, MISSOURI.”

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

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

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

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

Section 1. The City Council 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 Evan-Brook 7th Plat Lots 204 thru 227 is hereby approved for the tract of land described below:

Part of the Northeast Quarter and part of the Northwest Quarter of Section 21, Township 46N, Range 32W, in the City of Raymore, Cass County, Missouri, described as follows:

Commencing at the Northwest corner of the Northeast Quarter of Section 21, thence South 02 degrees 46 minutes 00 seconds West, along the West line, 2155.69 feet to the Southeast corner of Lot 178 of "EVAN-BROOK, Lots 171 thru 203" a recorded plat in the City of Raymore, Cass County, Missouri, and the POINT OF BEGINNING; thence South 87 degrees 14 minutes 00 seconds East, along the South line of the plat, 617.32 feet to the Southeast corner of Lot 203 and a point on the West line of Lot 71 of "EVAN-BROOK, Lots 63 thru 92" a recorded plat in the City of Raymore, Cass County, Missouri; thence South 14 degrees 37 minutes 23 seconds West, along the West line of Lots 71 and 70, 124.32 feet to the angle point in the West line of Lot 70; thence South 03 degrees 12 minutes 15 seconds West, along the West line of Lot 70, 381.53 feet to the Southwest corner of Lot 70, said point also being on the South line of the Northeast quarter of Section 21; thence North 87 degrees 26 minutes 52 seconds West, along the South line, 588.85 feet to the Southwest corner of the Northeast Quarter, the Southeast corner of the Northwest Quarter, and the Northeast corner of "DUTCHMAN'S ACRES Lots 16 thru 58" a recorded plat in the City of Raymore, Cass County, Missouri; thence North 87 degrees 26 minutes 51 seconds West along the North line of Lot 58, 150.02 feet to the Southeast corner of Lot 140 of "BROOKSIDE FOURTH PLAT" a recorded plat in the City of Raymore, Cass County, Missouri; thence North 02 degrees 46 minutes 00 seconds East, along the East line of the plat also being a line parallel with and 150.00 feet West of the East line of the Northwest Quarter of Section 21,

505.96 feet to a point on the East line of Lot 135, also being the Southwest corner of Lot 178 of "EVAN-BROOK Lots 171 thru 203"; thence South 87 degrees 14 minutes 00 seconds East, along the South line of the plat, to the POINT OF BEGINNING, containing 375,275 square feet or 8.62 acres more or less.

Section 3. That the Development Agreement between the City of Raymore, Missouri and Cass Evans, representing Evans Brothers Construction, appended hereto and made part hereof, is hereby approved and the Mayor is authorized and directed to execute said contract on behalf of the City of Raymore, Missouri.

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

- Sunset Lane at Bristol Drive, at northwest, southwest, northeast and southeast corners
- Sunset Lane at Country Lane, at northwest corner and southeast 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 NOVEMBER, 2016.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 28TH DAY OF NOVEMBER, 2016 BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Barber
Councilmember Burke, III
Councilmember Holman
Councilmember Hubach
Councilmember Kellogg
Councilmember Moorhead
Councilmember Seimears

ATTEST:

APPROVE:

Jean Woerner, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature



To: City Council
From: Planning and Zoning Commission
Date: November 14, 2016
Re: Case #16021 - Evan Brook 7th Final Plat

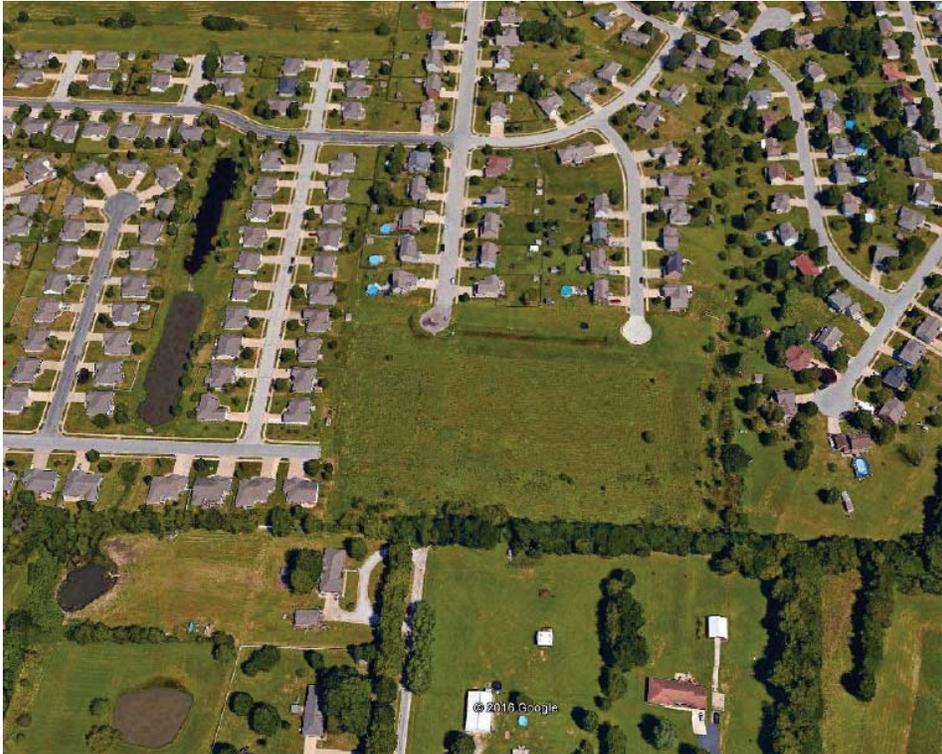
GENERAL INFORMATION

**Applicant/
Property Owner:** Cass Evans
103 N. Evans Avenue
Raymore, MO 64083

Property Location: Sunset Lane and Bristol Drive area



2016 Aerial Photograph



Google Earth view of property

Property Photographs:



View looking east from end of Bristol Drive



View looking south at Dutchman Acres from end of Sunset Lane.



View looking south from end of Cindy Lane



View looking south at swale/stream on east side of subject property (Tract A on plat)

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

Surrounding Zoning:

North: R-1 – Single-Family Residential

South: Unincorporated Cass County

East: R-1 – Single Family Residential

West: R-1 - Single Family Residential

Tract Size: 8.62 acres

Total Lots: 24 Single Family Lots

Density: 2.78 units per acre

Legal Description:

Part of the Northeast Quarter and part of the Northwest Quarter of Section 21, Township 46N, Range 32W, in the City of Raymore, Cass County, Missouri, described as follows:

Commencing at the Northwest corner of the Northeast Quarter of Section 21, thence South 02 degrees 46 minutes 00 seconds West, along the West line, 2155.69 feet to the Southeast corner of Lot 178 of "EVAN-BROOK, Lots 171 thru 203" a recorded plat in the City of Raymore, Cass County, Missouri, and the POINT OF BEGINNING; thence South 87 degrees 14 minutes 00 seconds East, along the South line of the plat, 617.32 feet to the Southeast corner of Lot 203 and a point on the West line of Lot 71 of "EVAN-BROOK, Lots 63 thru 92" a recorded plat in the City of Raymore, Cass County, Missouri; thence South 14 degrees 37 minutes 23 seconds West, along the West line of Lots 71 and 70, 124.32 feet to the angle point in the West line of Lot 70; thence South 03 degrees 12 minutes 15 seconds West, along the West line of Lot 70, 381.53 feet to the Southwest corner of Lot 70, said point also being on the South line of the Northeast quarter of Section 21; thence North 87 degrees 26 minutes 52 seconds West, along the South line, 588.85 feet to the Southwest corner of the Northeast Quarter, the Southeast corner of the Northwest Quarter, and the Northeast corner of "DUTCHMAN'S ACRES Lots 16 thru 58" a recorded plat in the City of Raymore, Cass County, Missouri; thence North 87 degrees 26 minutes 51 seconds West along the North line of Lot 58, 150.02 feet to the Southeast corner of Lot 140 of "BROOKSIDE FOURTH PLAT" a recorded plat in the City of Raymore, Cass County, Missouri; thence North 02 degrees 46 minutes 00 seconds East, along the East line of the plat also being a line parallel with and 150.00 feet West of the East line of the Northwest Quarter of Section 21, 505.96 feet to a point on the East line of Lot 135, also being the Southwest corner of Lot 178 of "EVAN-BROOK Lots 171 thru 203"; thence South 87 degrees 14 minutes 00 seconds East, along the South line of the plat, to the POINT OF BEGINNING, containing 375,275 square feet or 8.62 acres more or less.

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

Major Street Plan: The Street Classification Map contained in the Transportation Plan has Sunset Lane and Bristol Drive classified as a Minor Collector. Cindy Lane is classified as a Local Street.

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 Evan Brook 7th Plat.

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

PREVIOUS ACTIONS ON OR NEAR THE PROPERTY

1. The land area east of Sunset Lane was rezoned to "R-1" Single-Family Residential District on September 10, 1990. The land area on the west side of Sunset Lane was rezoned to R-1 on December 12, 1994.
2. A preliminary plat for all of the land in Evan-Brook subdivision east of Sunset Lane was approved on September 10, 1990. The preliminary plat for the lots on the west side of Sunset Lane was approved on December 12, 1994.
3. The most recent final plat in the Evan Brook Subdivision was the 6th plat, approved on August 10, 1998.

ENGINEERING DIVISION COMMENTS

See attached memorandum.

STAFF COMMENTS

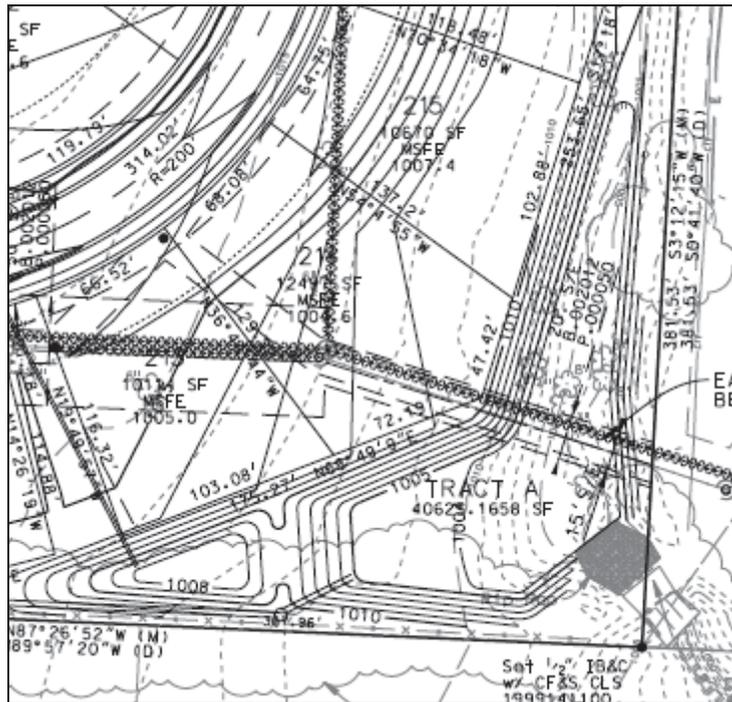
1. Approval of the Preliminary Plat is required prior to approval of the Final Plat. The Final Plat is consistent with the submitted Preliminary Plat.
2. Street names are consistent with the Preliminary Plat and existing street segments. Cindy Lane will continue south from its current terminous and extend west to Sunset Lane, where it will line up Bristol Drive at its intersection with Sunset Lane. Street signs at the intersection will identify that Bristol Drive is west of Sunset Lane and Cindy Lane is east of Sunset Lane.
3. A development agreement is required as part of the final plat. The agreement will specify the requirements of the property owner and of the City in the development of the property.

4. The Raymore City Council included funds in its FY16 budget for the extension of Sunset Lane south to Dutchman Acres and the connection of Bristol Drive to Sunset Lane. These roadway connections were deemed to be important north-south connection roads that were requested by residents of the City. The property owner is funding the construction of Cindy Lane and the water and sanitary sewer improvements that are necessary to serve the subdivision plat.
5. The bulk and dimensional standards for the “R-1” Single-Family Residential District zoning classification for the property is provided below:

Current	
Minimum Lot Area	
per lot	8,400 sq.ft.
per dwelling unit	8,400 sq.ft.
Minimum Lot Width (ft.)	70
Minimum Lot Depth (ft.)	100
Yards, Minimum (ft.)	
Front	30
rear	25
side	10
Maximum Building Height (feet)	35
Maximum Building Coverage (%)	30

6. When Sunset Lane is connected it will be a one-half mile road segment between Lucy Webb Road and Hubach Hill Road. The City intends to install 4-way stop signs at the intersection of Country Lane and Sunset Lane and at the intersection of Bristol Drive and Sunset Lane.
7. There is an existing sanitary sewer easement that crosses through the southeast portion of the subject property that will be vacated as part of the final plat. The sanitary sewer line will be relocated into a newly created easement.
8. South Metropolitan Fire Protection District reviewed the final plat and had no comments or concerns.
9. Best Management Practices (BMP’s) will be provided with sediment fore-bays (holding areas) and native vegetation planted around the common areas by the detention basin to provide water quality treatment for the proposed site improvements.
10. Under existing conditions the site drains towards the southeastern corner of the site. A stormwater drainage study for the proposed subdivision has been prepared in accordance with the requirements of the City of Raymore and

the Kansas City Metropolitan Chapter of the American Public Works Association (APWA). Stormwater detention for the proposed subdivision will be provided with an open-graded detention basin in the southeast corner of the site on Tract A. The existing basin will be expanded to hold additional storage volume to compensate for the increase in impervious surfaces associated with the new streets and houses.



11. There is an existing bank of four 48" corrugated metal pipes, which have a length of 40 feet, which allows water to flow into the existing creek in Dutchman Acres. The stormwater detention basin will release water through these pipes into the existing stream in Dutchman Acres.

PLANNING COMMISSION PROPOSED FINDINGS OF FACT

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

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

The final plat is substantially the same as the Preliminary Plat.

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

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

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

There were no conditions 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>
	October 18, 2016	November 14, 2016	November 28, 2016

STAFF RECOMMENDATION

Staff recommends that the Planning and Zoning Commission accept the staff proposed findings of fact and forward Case #16021 Evan Brook 7th Final Plat to the City Council with a recommendation of approval.

PLANNING AND ZONING COMMISSION RECOMMENDATION

The Planning and Zoning Commission, at its October 18, 2016 meeting, voted 6-1 to accept the staff proposed findings of fact and forward Case #16021 Evan Brook 7th Final Plat to the City Council with a recommendation of approval.

CITY COUNCIL ACTION 1ST READING - 10/24/2016

The City Council, at its October 24, 2016 meeting, removed the request from the agenda in response to the continuance of the public hearing on the Evan Brook 7th Preliminary Plat to the November 14, 2016 Council meeting.

Memo

To: Planning and Zoning Commission
From: Edward Ieans, Assistant Public Works Director
CC: File
Date: September 27, 2016
Re: Final Plat: Evan Brook Seventh Plat: Lots 204 Through 227

The Evan Brook property is located generally in the northeast quadrant of the Sunset Lane and Lucy Webb Road intersection. This phase of the development, Evan Brook 7th Lots 204 Through 227, is approximately 8.62 acres.

There are public facilities (water) adjacent to the property of sufficient size and capacity to serve the site without undue burden to the City of Raymore.

Sanitary Sewer:

The site will be served by installing an 8" sanitary sewer main along Cindy Lane and Sunset Lane connecting the to the existing 8" sewer along Sunset Lane and Bristol Drive.

Water System:

The site will be served by installing an 8" main along Cindy Lane and Sunset Lane connecting the to the existing 8" main along Sunset Lane and Bristol Drive.

Transportation System:

This phase of the project includes the construction of Cindy Lane and extending Sunset Lane. These roads will be constructed to city standards. Four stop signs will be required at the interserction of Sunset Lane and Cindy Lane.

Storm Water Management:

This phase uses an enclosed storm water conveyance system and rear yard swales to direct runoff towards the main lake. The proposed storm water conveyance system will accommodate the runoff from the watershed. With this phase's proximity to the creek, installing and maintaining erosion control measures will be critical throughout the entire build-out of the property.

Recommendation:

The Engineering Division reviewed the application and found that the Final Plat for Evan Brook Seventh Plat, Lots 204-227 complies with the design standards of the City of Raymore. The Engineering Division recommends approval of this application.

Planning and Zoning Commission Meeting Minutes Excerpt October 18, 2016

7. New Business

B. Case #16021 - Evan Brook 7th Final Plat

Todd Polk, representing Evans Brothers Construction, spoke for the applicant. Because the preliminary and final plat are going forward together, all the evidence I submitted under the preliminary plat still stands.

Mr. Polk elaborated on a question that was raised during discussion of the preliminary plat. At the southeast corner of the site there are four pipes that allow water to exit the detention basin and flow south. From the flow line of the ditch to the overflow of the structure there is five feet (5'). The detention basin will remain five feet deep after the 24-lot subdivision is constructed. The release rate from the pond will be controlled.

Mr. Polk stated that no matter what detention is done as part of this project there is nothing that will help the downstream water issues that may be occurring. There is a drainage ditch further east that is draining into Dutchman Acres. We have captured all of the water generated by this development in our detention basin.

Jim Cadoret reviewed the staff report for the Commission. The final plat is exactly the same as the preliminary plat. The final plat does fit into the original preliminary plat that was approved back in 1990.

Staff entered into the record the staff report that has been submitted. A development agreement will be prepared between the City and the developer. It will reference the maintenance agreement required for the detention basin.

Staff has submitted proposed findings of fact for consideration by the Commission and recommends the Commission forward the request to the City Council with a recommendation of approval.

Motion by Mayor Turnbow, Second by Commissioner Berendzen to accept the staff proposed findings of fact and forward case #16021, Evan Brook 7th Final Plat, to the City Council with a recommendation of approval.

Vote on Motion:

Chairman Faulkner	Aye
Commissioner Anderson	Absent
Commissioner Berendzen	Aye
Commissioner Bowie	Nay
Commissioner Crain	Absent
Commissioner Fizer	Aye
Commissioner Meuschke	Aye
Commissioner Sarsfield	Aye
Mayor Turnbow	Aye

Motion passed 6-1-0.

Chairman Faulkner asked if Mr. Bowie desired to take the opportunity to state the reasons for his

opposition.

Mr. Bowie indicated he had no additional comment.



Development Agreement

For

***Evan-Brook 7th Final Plat
Lots 204 thru 227***

Legal Description Contained on Pages 2

**Between Evans Brothers Construction, Grantor
and**

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

November 14, 2016

DEVELOPMENT AGREEMENT

THIS AGREEMENT, MADE THIS 14th day of November, 2016 by and between, **Evans Brothers Construction** 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 **Evan-Brook 7th Plat Lots 204 thru 227**, 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: **Evan-Brook 7th Plat Lots 204 thru 227**

Part of the Northeast Quarter and part of the Northwest Quarter of Section 21, Township 46N, Range 32W, in the City of Raymore, Cass County, Missouri, described as follows:

Commencing at the Northwest corner of the Northeast Quarter of Section 21, thence South 02 degrees 46 minutes 00 seconds West, along the West line, 2155.69 feet to the Southeast corner of Lot 178 of "EVAN-BROOK, Lots 171 thru 203" a recorded plat in the City of Raymore, Cass County, Missouri, and the POINT OF BEGINNING; thence South 87 degrees 14 minutes 00 seconds East, along the South line of the plat, 617.32 feet to the Southeast corner of Lot 203 and a point on the West line of Lot 71 of "EVAN-BROOK, Lots 63 thru 92" a recorded plat in the City of Raymore, Cass County, Missouri; thence South 14 degrees 37 minutes 23 seconds West, along the West line of Lots 71 and 70, 124.32 feet to the angle point in the West line of Lot 70; thence South 03 degrees 12 minutes 15 seconds West, along the West line of Lot 70, 381.53 feet to the Southwest corner of Lot 70, said point also being on the South line of the Northeast quarter of Section 21; thence North 87 degrees 26 minutes 52 seconds West, along the South line, 588.85 feet to the Southwest corner of the Northeast Quarter, the Southeast corner of the Northwest Quarter, and the Northeast corner of "DUTCHMAN'S ACRES Lots 16 thru 58" a recorded plat in the City of Raymore, Cass County, Missouri; thence North 87 degrees 26 minutes 51 seconds West along the North line of Lot 58, 150.02 feet to the Southeast corner of Lot 140 of "BROOKSIDE FOURTH PLAT" a recorded plat in the City of Raymore, Cass County, Missouri; thence North 02 degrees 46 minutes 00 seconds East, along the East line of the plat also being a line parallel with and 150.00 feet West of the East line of the Northwest Quarter of Section 21, 505.96 feet to a point on the East line of Lot 135, also being the Southwest corner of Lot 178 of "EVAN-BROOK Lots 171 thru 203"; thence South 87 degrees 14 minutes 00 seconds East, along the South line of the plat, to the POINT OF BEGINNING, containing 375,275 square feet or 8.62 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 October 2001.
2. The public improvements are to be designed and installed at the Sub-divider's expense by the Sub-divider and are hereinafter referred to as "Improvements".
3. It shall be the obligation of the Sub-divider to furnish to the City plans and specifications for construction of the Improvements. Before any construction is commenced, the City Public Works Director shall approve plans and specifications for the Improvements. Once the City Public Works Director has approved the plans, any changes to the plans must be submitted to the City Public Works Director for approval.
4. The Sub-divider shall submit the appropriate grading/site/erosion control plan including appropriate sidewalk, meter elevations, and manhole elevations to the City Public Works Director for approval for development of the project. Before any construction is commenced within that phase, the City Public Works Director must approve plans for all required Improvements. It shall be the Sub-divider's responsibility to assure compliance with grading plans.
5. The Sub-divider shall provide a copy of all required State and Federal permits to the City Public Works Director prior to issuance of any City permits.
6. The Sub-divider shall provide and pay for all engineering and surveying necessary to design and construct the Improvements. The Sub-divider shall pay for all other engineering and surveying necessary to design and construct other improvements to the property.
7. The Sub-divider shall install stormwater treatment facilities (i.e. native plantings or other landscape features) in the storm water detention basin to be constructed in Tract A in accordance with the approved plans.

INSTALLATION AND MAINTENANCE

1. Prior to the issuance of building permits, the Sub-divider shall install all Improvements as shown on approved engineering plans of said subdivision and the City Council shall have accepted by Resolution all Improvements.
2. The Sub-divider shall be responsible for the maintenance of the Improvements for a period of two years after acceptance thereof by the City, in accordance with the City specifications and policies.

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

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

FEES, BONDS & INSURANCE

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

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

3. The Sub-divider agrees to furnish performance bonds as required in the Unified Development Code of the City of Raymore.

4. Prior to acceptance of Improvements within said subdivision, Sub-divider will provide a guarantee in the form of a Maintenance Bond that is satisfactory to the City Public Works Director. This guarantee shall be based on 50% of the cost of all Improvements shown on approved engineering plans and shall be for a period of two years after acceptance by the City.

5. The Sub-divider agrees to submit a street light plan for City approval and pay the cost of providing and installing the streetlights in accordance with the approved street light plan.

6. The Sub-divider agrees to pay to the City, a \$9 per acre fee for the placement and maintenance of outdoor warning sirens. The cost of these fees is provided in Attachment A.

7. The Sub-divider is hereby exempt from paying any parkland dedication fees as the fees were paid as part of the initial preliminary plat for the Evan-Brook subdivision.

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

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

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

ADDITIONAL REQUIREMENTS

1. The Sub-divider agrees to comply with the regulations and policies of the utility companies having facilities within the City limits.
2. The Sub-Divider shall execute a maintenance agreement for the storm water detention basin proposed to be constructed in Tract A.

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

Cass Evans.
103 N. Evans Avenue
Raymore, MO 64083

11. The Sub-divider acknowledges that this plat will expire within one year of the date the Raymore City Council approves an ordinance approving **Evan-Brook 7th Plat Lots 204 thru 227**; 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 **Evan-Brook 7th Plat Lots 204 thru 227**.

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: _____



**CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM**

DATE: November 14, 2016

SUBMITTED BY: Jim Cadoret

DEPARTMENT: Community Development

- | | | | |
|---|-------------------------------------|---------------------------------------|--|
| <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 3219
Request to reclassify zoning of Eagle Glen Parcel 5 from R-3A "Multiple-Family Residential District" to R-3B "Apartment Community Residential District"

FINANCIAL IMPACT

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

PROJECT TIMELINE

Estimated Start Date
n/a

Estimated End Date
n/a

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission: Planning and Zoning Commission
Date: November 1, 2016
Action/Vote: Recommended Approval 7-1

LIST OF REFERENCE DOCUMENTS ATTACHED

Planning Commission Report and Recommendation
Rezoning Map

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

Randal Leimer, representing Great Plains Real Estate Developments, LLC, filed a request to reclassify the zoning of Eagle Glen Parcel 5, located on the west side of Fox Ridge Drive, north of Eagle Glen School, from "R-3A" Multiple-Family Residential District to "R-3B" Apartment Community Residential District.

The purpose of the request is to have the zoning designation of Parcel 5 match the zoning designation of Parcel 7 to the north. If the rezoning is approved, the applicant is requesting to amend the Eagle Glen Preliminary Plat to combine both Parcel 5 and Parcel 7 to create one unified parcel. This unified parcel would allow the development of an apartment community.

In 2011 the applicant agreed to limit the total number of dwelling units allowed on Parcel 5 and Parcel 7 combined to 400 units. If the rezoning is approved the agreement to limit density remains in effect.

At its November 1, 2016 meeting the Planning and Zoning Commission, by a 7-1 vote, recommended approval of the request.

BILL 3219

ORDINANCE

“AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AMENDING THE ZONING MAP FROM “R-3A” MULTIPLE-FAMILY RESIDENTIAL DISTRICT TO “R-3B” APARTMENT COMMUNITY RESIDENTIAL DISTRICT, PARCEL 5 IN EAGLE GLEN SUBDIVISION, RAYMORE, CASS COUNTY, MISSOURI.”

WHEREAS, after a public hearing was held on November 1, 2016, as required by Chapter 470 of the Unified Development Code, the Planning and Zoning Commission has submitted its recommendation of approval on the application to the City Council of the City of Raymore, Missouri; and

WHEREAS, the City Council of the City of Raymore, Missouri, in accordance with the provisions of Chapter 89 RSMo (1986) and Chapter 470 of the Raymore Unified Development Code, has held a public hearing on November 14, 2016, 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 hereby 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 hereby amended by the rezoning from “R-3A” Multiple-Family Residential District to “R-3B” Apartment Community Residential District, for the following property herein described:

Parcel 5 in Eagle Glen Subdivision as described below:

All that part of the Northeast Quarter of Section 17, Township 46 North, Range 32 West in the City of Raymore, Cass County, Missouri, more particularly described as follows:

Commencing at a 3 inch aluminum monument at the Southwest corner of the Southeast Quarter of said Section 17, thence North 90 degrees 00 minutes 00 seconds East along the South line of said Southeast Quarter, a distance of 90.00 feet; thence North 00 degrees 17 minutes 12 seconds East along the East lines of FOXHAVEN 7th AND 9th PLATS and along the West line of EAGLE GLEN SUBDIVISION - PARCEL 4, all subdivisions in Raymore, Cass County, Missouri, said line being 90.00 feet East of and parallel to the West line of said Southeast Quarter, a distance of 2,651.63 feet to a point on the South line of said Northeast Quarter, said point being North 89 degrees 57 minutes 41 seconds East, 90.00 feet from the Southwest corner of said Northeast Quarter; thence North 00 degrees 18 minutes 22 seconds East along the East lines of FOXHAVEN 5TH, 6TH AND 7th PLATS and along the West line of EAGLE GLEN SUBDIVISION - PARCEL 4, all subdivisions in the City of Raymore, Cass County, Missouri, said line being 90.00 feet East of and parallel to the West line of said Northeast Quarter, a distance of 764.07 feet to the point of beginning, said point being the Northwest corner of EAGLE GLEN SUBDIVISION - PARCEL 4, a subdivision in Raymore, Cass County, Missouri; thence continuing North 00 degrees 18 minutes 22 seconds East along the East Lines of FOXHAVEN 4th AND 5th PLATS, subdivisions in the City of Raymore, Cass County, Missouri, a distance of 144.19 feet; thence South 89 degrees 41 minutes 38 seconds East, a distance of 28.87 feet; thence along a curve to the right having a radius of 300.00 feet, a central angle of 17 degrees 25

minutes 12 seconds and tangent to the last described course, an arc distance of 91.21 feet; thence South 72 degrees 16 minutes 25 seconds East, a distance of 243.30 feet; thence along a curve to the right having a radius of 1000.00 feet, a central angle of 17 degrees 05 minutes 36 seconds and tangent to the last described course, an arc distance of 298.33 feet; thence South 89 degrees 22 minutes 01 seconds East, a distance of 418.08 feet to a point on the West line of EAGLE GLEN SUBDIVISION 3rd PLAT, a subdivision in the City of Raymore, Cass County, Missouri; thence South 00 degrees 37 minutes 54 seconds West along the West line of EAGLE GLEN SUBDIVISION 3rd PLAT, a subdivision in the City of Raymore, Cass County, Missouri, a distance of 145.01 to the Northeast corner of EAGLE GLEN SUBDIVISION-PARCEL 4, a subdivision in the City of Raymore, Cass County, Missouri; thence North 89 degrees 22 minutes 01 seconds West along the North line of EAGLE GLEN SUBDIVISION-PARCEL 4, a subdivision in the City of Raymore, Cass County, Missouri, a distance of 590.15 feet; thence North 72 degrees 16 minutes 25 seconds West along the North line of EAGLE GLEN SUBDIVISION-PARCEL 4, a subdivision in the City of Raymore, Cass County, Missouri, a distance of 441.87 feet; thence North 89 degrees 41 minutes 38 seconds West along the North line of EAGLE GLEN SUBDIVISION-PARCEL 4, a subdivision in the City of Raymore, Cass County, Missouri, a distance of 50.00 feet to the point of beginning, containing 3.6 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 NOVEMBER, 2016.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 28TH DAY OF NOVEMBER, 2016 BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Barber
Councilmember Burke, III
Councilmember Holman
Councilmember Hubach
Councilmember Kellogg
Councilmember Moorhead
Councilmember Seimears

ATTEST:

APPROVE:

Jean Woerner, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature



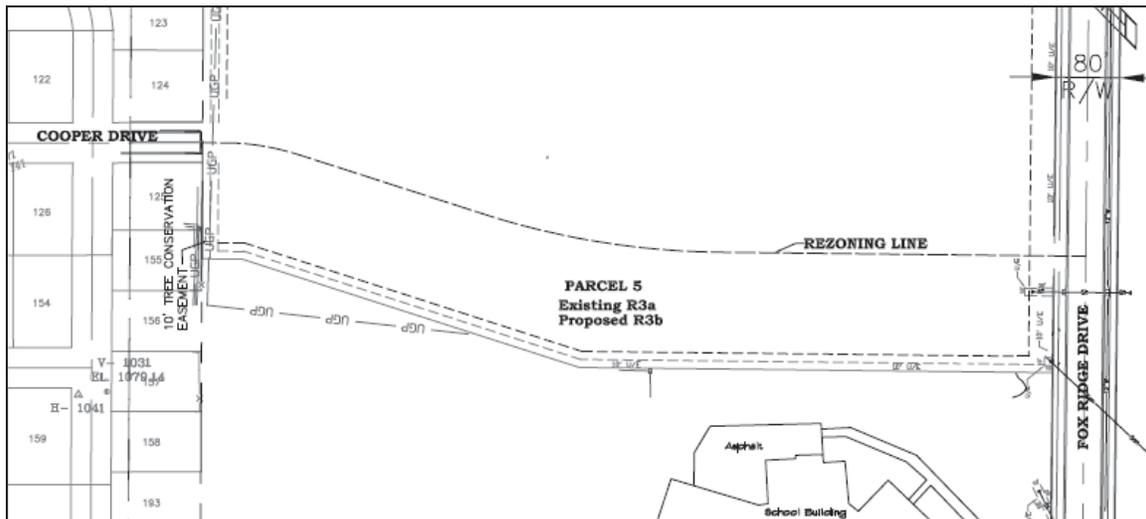
To: City Council
From: Planning and Zoning Commission
Date: November 14, 2016
Re: **Case #16023 Reclassification of Zoning - Eagle Glen Parcel 5**

GENERAL INFORMATION

**Applicant/
Property Owner:** Great Plains Real Estate Developments, LLC
Randal Leimer
4400 Shawnee Mission Parkway Suite 202
Fairway, KS 66205

Requested Action: To reclassify the zoning of Eagle Glen Parcel 5 from R-3A "Multiple Family Residential District" to R-3B "Apartment Community Residential District"

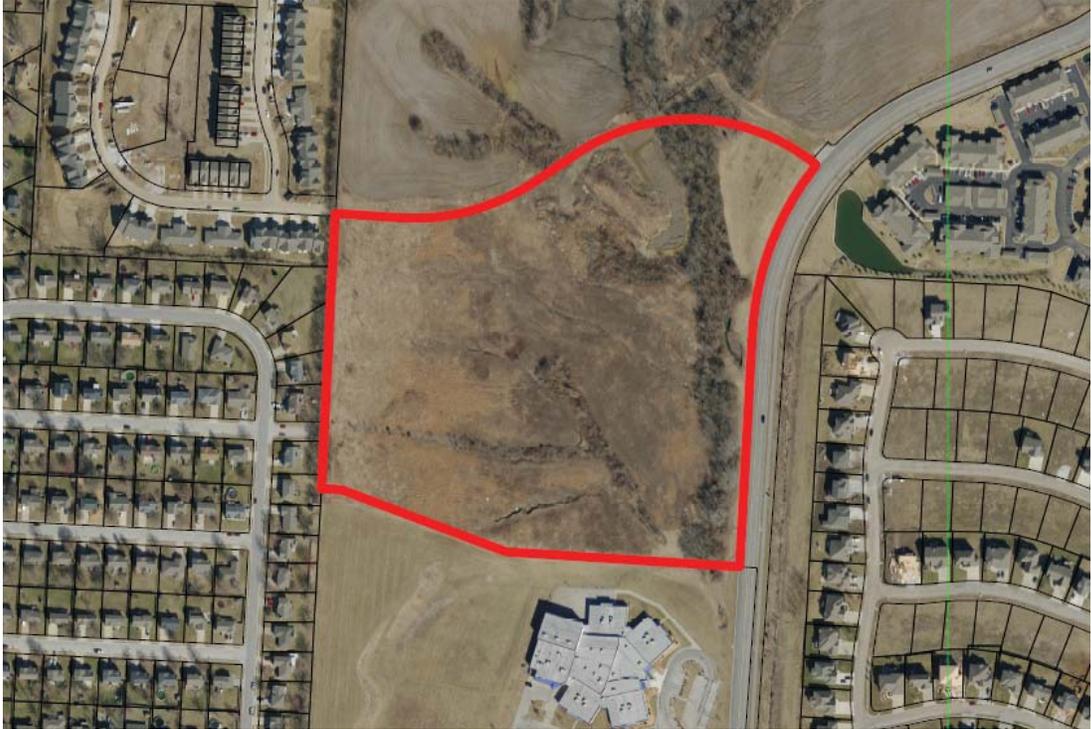
Property Location: Parcel 5 is located immediately north of Eagle Glen School on the west side of Foxridge Drive



Existing Zoning: "R-3A" Multiple-Family Residential District



2016 Aerial Photograph



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

Major Street Plan: The Major Thoroughfare Plan Map classifies Fox Ridge Drive as a Major Collector.

Legal Description:

All that part of the Northeast Quarter of Section 17, Township 46 North, Range 32 West in the City of Raymore, Cass County, Missouri, more particularly described as follows:

Commencing at a 3 inch aluminum monument at the Southwest corner of the Southeast Quarter of said Section 17, thence North 90 degrees 00 minutes 00 seconds East along the South line of said Southeast Quarter, a distance of 90.00 feet; thence North 00 degrees 17 minutes 12 seconds East along the East lines of FOXHAVEN 7th AND 9th PLATS and along the West line of EAGLE GLEN SUBDIVISION - PARCEL 4, all subdivisions in Raymore, Cass County, Missouri, said line being 90.00 feet East of and parallel to the West line of said Southeast Quarter, a distance of 2,651.63 feet to a point on the South line of said Northeast Quarter, said point being North 89 degrees 57 minutes 41 seconds East, 90.00 feet from the Southwest corner of said Northeast Quarter; thence North 00 degrees 18 minutes 22 seconds East along the East lines of FOXHAVEN 5TH, 6TH AND 7th PLATS and along the West line of EAGLE GLEN SUBDIVISION - PARCEL 4, all subdivisions in the City of Raymore, Cass County, Missouri, said line being 90.00 feet East of and parallel to the West line of said Northeast Quarter, a distance of 764.07 feet to the point of beginning, said point being the Northwest corner of EAGLE GLEN SUBDIVISION - PARCEL 4, a subdivision in Raymore, Cass County, Missouri; thence continuing North 00 degrees 18 minutes 22 seconds East along the East Lines of FOXHAVEN 4th AND 5th PLATS, subdivisions in the City of Raymore, Cass County, Missouri, a distance of 144.19 feet; thence South 89 degrees 41 minutes 38 seconds East, a distance of 28.87 feet; thence along a curve to the right having a radius of 300.00 feet, a central angle of 17 degrees 25 minutes 12 seconds and tangent to the last described course, an arc distance of 91.21 feet; thence South 72 degrees 16 minutes 25 seconds East, a distance of 243.30 feet; thence along a curve to the right having a radius of 1000.00 feet, a central angle of 17 degrees 05 minutes 36 seconds and tangent to the last described course, an arc distance of 298.33 feet; thence South 89 degrees 22 minutes 01 seconds East, a distance of 418.08 feet to a point on the West line of EAGLE GLEN SUBDIVISION 3rd PLAT, a subdivision in the City of Raymore, Cass County, Missouri; thence South 00 degrees 37 minutes 54 seconds West along the West line of EAGLE GLEN SUBDIVISION 3rd PLAT, a subdivision in the City of Raymore, Cass County, Missouri, a distance of 145.01 to the Northeast corner of EAGLE GLEN SUBDIVISION-PARCEL 4, a subdivision in the City of Raymore, Cass County, Missouri; thence North 89 degrees 22 minutes 01 seconds West along the North line of EAGLE GLEN SUBDIVISION-PARCEL 4, a subdivision in the City of Raymore, Cass County, Missouri, a distance of 590.15 feet; thence North 72 degrees 16 minutes 25 seconds West along the North line of EAGLE GLEN SUBDIVISION-PARCEL 4, a subdivision in the City of Raymore, Cass County, Missouri, a distance of 441.87 feet; thence North 89 degrees 41 minutes 38 seconds West along the North line of EAGLE GLEN SUBDIVISION-PARCEL 4, a subdivision in the City of Raymore, Cass County, Missouri, a distance of 50.00 feet to the point of beginning, containing 3.6 acres more or less.

Advertisement: October 13, 2016 **Journal** newspaper
October 27, 2016 **Journal** newspaper

Public Hearing: November 1, 2016 Planning and Zoning Commission
November 14, 2016 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 reclassify the zoning of Eagle Glen Parcel 5 from R-3A "Multiple-Family Residential District" to R-3B "Apartment Community Residential District".

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 current configuration of Parcel 5 was created as part of the revised Eagle Glen Preliminary Plat that was approved on October 10, 2011.
2. The current zoning of Parcel 5 was established on October 10, 2011.
3. The 5th amendment to the Eagle Glen Master Development Agreement, approved on October 10, 2011, limits the maximum density on Parcels 5 and 7 combined to four-hundred (400) units.

- The 6th amendment to the Eagle Glen Master Development Agreement, approved on December 8, 2014, specifies water quality actions that must be taken by the developer of Parcels 5 and 7 at the time development occurs.

GOOD NEIGHBOR INFORMATIONAL MEETING COMMENTS

The Good Neighbor meeting was held on October 12, 2016. Three neighbors attended the meeting. The applicant provided an overview of the request and displayed illustrations of the proposed rezoning and revised preliminary plat.

Neighbors asked questions about traffic impacts of the proposed development; required landscape buffers; density of the proposed development; and the type of apartments proposed.

Randal Leimer and Pete Oppermann were present to represent the applicant. Mr. Oppermann is the project Landscape Architect and shared comments on proposed buffers, landscaping, and potential building orientations.

No specific objections were raised by the residents.

STAFF COMMENTS

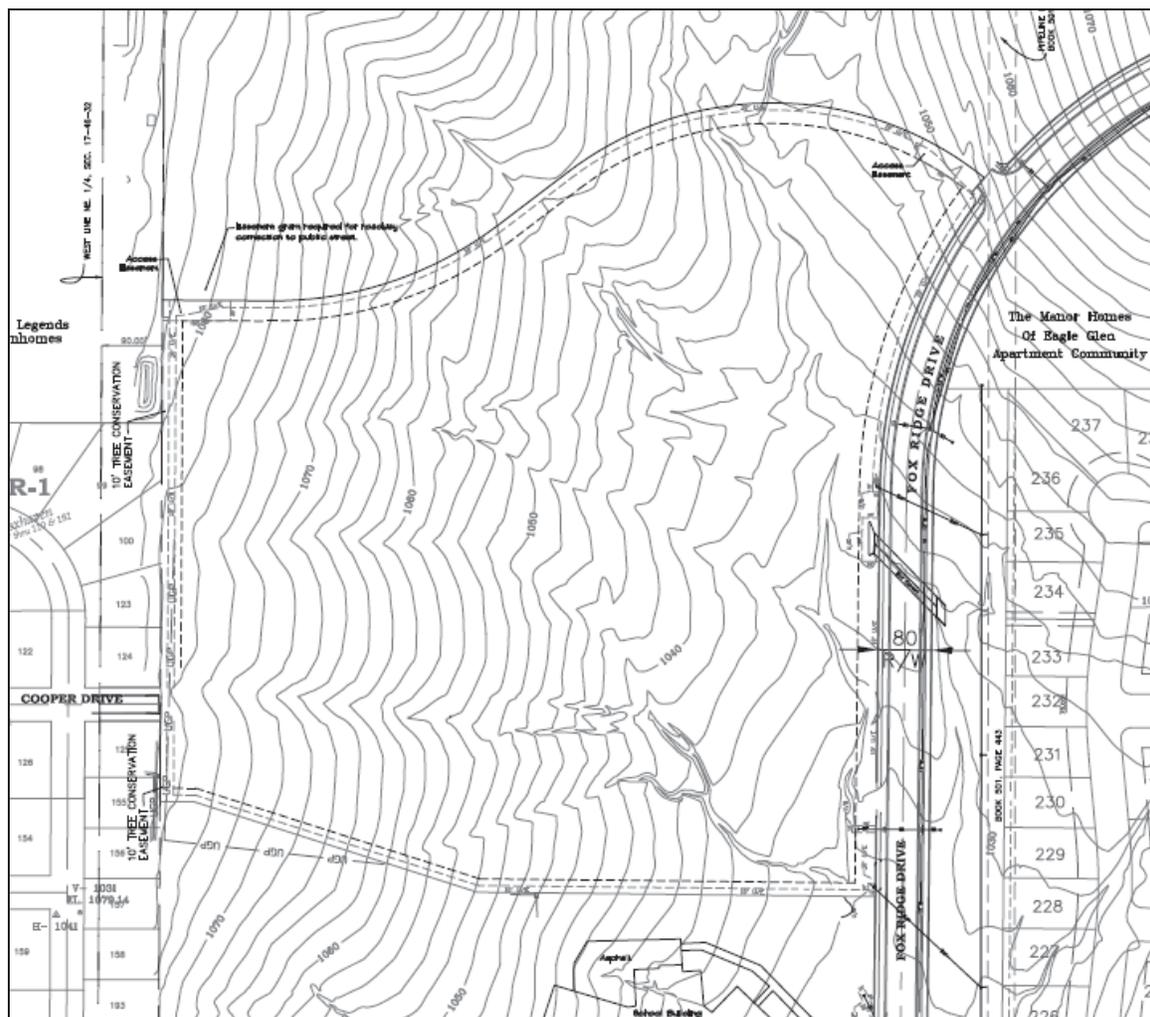
- The current zoning of Parcel 5 allows for townhomes, 4-plex structures, and other multi-family structures to be constructed. These units could be independently owned or could be collectively owned by one entity.
- Building setbacks are the same for the R-3A district and the R-3B district.

	R-3A	R-3B
Minimum Lot Area		
per lot	12,000 sq ft	12,000 sq ft
per dwelling unit	2,000 sq ft	2,000 sq ft
Minimum Lot Width (ft.)	90	90
Minimum Lot Depth (ft.)	120	120
Yards, Minimum (ft.)		
Front	30	30
rear	30	30
side corner	30	30
side	10	10
Maximum Building Height (feet)	50	50
Maximum Building Coverage (%)	40	40

- The established maximum allowable density of four hundred (400) units for Parcels 5 and 7 combined will not be changed if the proposed

reclassification of zoning for Parcel 5 is approved. This is a reduction from the maximum density of five hundred forty-two (542) units that would normally be allowed by the UDC.

4. The R-3B "Apartment Community Residential Zoning District" is intended to accommodate multiple-family residential development where there are sufficient services and infrastructure to support higher density residential development. The principal use of the land in this district is multiple-family development that is planned and developed only on a lot or tract under single ownership or unified control.
5. Parcel 5 and Parcel 7 are currently separated by the proposed extension of Cooper Drive from Foxhaven subdivision east to connect with Fox Ridge Drive. If the reclassification of zoning is approved the developer is proposing a revised preliminary plat that eliminates Cooper Drive extension and combines parcels 5 and 7 as illustrated below:



6. A type "A" landscape buffer is required under the R-3A and R-3B district. No additional buffer is required due to the reclassification of zoning to R-3B.
7. Any development upon the property will require site plan approval from the Planning and Zoning Commission.
8. The use of Parcel 5 and Parcel 7 for multiple-family development was part of the initial Preliminary Plat approved for Eagle Glen subdivision in 1999.
9. The South Metropolitan Fire Protection District was consulted on the proposed reclassification of zoning. The District has requested that a fire lane access be provided in the northwest corner of Parcel 7 to connect with Ridgeway Drive at the time the parcel is developed.
10. The Raymore-Peculiar School District was consulted on the proposed reclassification of zoning. Generally the development of apartment units results in a lower number of school children than a comparable number of townhome units. Sidewalk connectivity will be required between the school and any development on Parcel 5 and Parcel 7.

PLANNING COMMISSION PROPOSED FINDINGS OF FACT

Under Section 470.020 of the Unified Development Code, the Planning and Zoning Commission and City Council is directed concerning its actions in dealing with a rezoning request. Under 470.020 (G) (1) the Planning and Zoning Commission and City Council is directed to make findings of fact taking into consideration the following:

1. **the character of the surrounding neighborhood, including the existing uses and zoning classification of properties near the subject property;**

The character of the surrounding neighborhood is a mixture of single-family detached residential, apartment community, school and undeveloped land.

2. **the physical character of the area in which the property is located;**

The physical character of the area is a hillside area that slopes down from the Foxhave residential neighborhood to the east towards Fox Ridge Drive. Development upon the property will likely need to be terraced into the existing slope of the property.

3. consistency with the goals and objectives of the Growth Management Plan and other plans, codes and ordinances of the City of Raymore;

The requested rezoning is consistent with the goals and objectives of the Growth Management Plan. The Future Land Use Plan Map designates the property as appropriate for medium and high density land use. The use of the property for multi-family development has been planned for many years. The provision of various housing options is a specific goal of the Growth Management Plan

4. suitability of the subject property for the uses permitted under the existing and proposed zoning districts;

The subject property is less suitable to the existing zoning than the proposed zoning. The existing zoning necessitates the construction of a roadway to serve the individual townhome units as proposed. The roadway would have a significant slope towards Fox Ridge Drive. Under the proposed zoning district the need for the roadway is eliminated and allows for a more cohesive development to occur.

5. the trend of development near the subject property, including changes that have taken place in the area since the subject property was placed in its current zoning district;

Recent development near the subject property has included single-family detached homes to the east across Fox Ridge Drive and the Manor Homes Apartment Community to the northeast across Fox Ridge Drive.

6. the extent to which the zoning amendment may detrimentally affect nearby property;

The zoning amendment should not detrimentally affect nearby property. The subject property has been planned for multiple-family residential units since the Eagle Glen subdivision was approved in 1999. The amendment to apartment zoning is consistent with the existing apartments to the northeast.

7. whether public facilities (infrastructure) and services will be adequate to serve development allowed by the requested zoning map amendment;

Public facilities are adequate to serve the subject property. Public facilities would be adequate to serve development allowed by the requested zoning map amendment.

8. the suitability of the property for the uses to which it has been restricted under the existing zoning regulations;

The subject property is currently suitable for the uses to which it has been restricted. The purpose of the rezoning is to allow for a cohesive apartment community to be developed.

9. the length of time (if any) the property has remained vacant as zoned;

The property has always been vacant.

10. whether the proposed zoning map amendment is in the public interest and is not solely in the interests of the applicant; and

The rezoning is in the public interest. The proposed amendment will establish an apartment community in the heart of the City near shopping and schools.

11. the gain, if any, to the public health, safety and welfare due to the denial of the application, as compared to the hardship imposed upon the landowner, if any, as a result of denial of the application.

There is no gain to the public health, safety and welfare to deny the application. The property can still be developed for multiple family dwelling units.

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 1, 2016	November 14, 2016	November 28, 2016

STAFF RECOMMENDATION

City Staff recommends the Planning and Zoning Commission accept the staff proposed findings of fact and forward Case #16023, reclassification of zoning of Eagle Glen Parcel 5, to the City Council with a recommendation of approval.

PLANNING AND ZONING COMMISSION RECOMMENDATION

The Planning and Zoning Commission, at its November 1, 2016 meeting, voted 7-1 to accept the staff proposed findings of fact and forward Case #16023, reclassification of zoning of Eagle Glen Parcel 5, to the City Council with a recommendation of approval.

Memo

To: Planning and Zoning Commission
From: Edward Ieans, Assistant Director of Public Works
CC: File
Date: October 27, 2016
Re: Eagle Glen Rezone parcel 5 and 7

The Engineering Department has reviewed the application for Eagle Glen Rezone of parcel 5 and 7 and offers the following comments.

The subject property is located on the north of the intersection of Fox Ridge Drive and Johnston Drive.

Transportation System

Access to the development will be via Fox Ridge Drive. No improvements will be needed to Foxridge Drive.

Sanitary Sewer:

The lot will be served by an existing 8 inch sanitary sewer that is located approximately 1240 feet north of the intersection of Fox Ridge Drive and Johnston Drive.

Water System:

The site will be served by the existing 12 inch waterline in Fox Ridge Drive.

Storm Water Quality:

Rain gardens or various bmp's including a stormwater treatment maintenance agreement will be provided to meet water quality standards and control runoff.

Summary

The plans and specifications comply with the design standards for the City of Raymore. The Engineering Division recommends approval of this application.

Planning and Zoning Commission Meeting Minutes Excerpt November 1, 2016

7. New Business

C. Case #16023 – Reclassification of Zoning for Eagle Glen Parcel 5 (public hearing)

Randal Leimer, representing Great Plains Real Estate Developments L.L.C, presented the request to the Commission. Mr. Leimer indicated there has been difficulty with developing townhomes on Parcel 5. Mr. Leimer stated they are not asking for any changes to the zoning for Parcel 7.

Mr. Leimer stated the current zoning for Parcel 5 allows 4-plexes and townhomes. Cooper Drive currently separates Parcel 5 and Parcel 7. The proposal is to reclassify the zoning of Parcel 5 to match Parcel 7 and create one uniform parcel. This parcel would be limited to a maximum of 400 apartment units. Mr. Leimer stated that the notion to remove the connection of Cooper Drive has had a positive reaction from the neighbors.

Commissioner Bowie asked about the size of Cooper Drive.

Mr. Leimer stated that he is asking for Cooper Drive to be eliminated from the plans. It does not currently exist.

Commissioner Fizer asked if there would be any barrier between the proposed apartments and the school to the south.

Mr. Leimer stated yes, there would be screening with a combination of berms and trees. Mr. Leimer stated that if townhomes were to remain on Parcel 5 that the buildings would likely be closer to the school than any apartment building would be.

Commissioner Berendzen asked what the difficulties were in putting in townhomes on Parcel 5.

Mr. Leimer stated that the proposed townhomes on Parcel 5 have been an impediment to discussions on developing apartments on Parcel 7. Mr. Leimer stated that townhomes are not viewed as being marketable for Parcel 5.

Commissioner Bowie asked what the implications were of having townhomes close to the school versus having apartments there.

Mr. Leimer stated that townhome units historically have more children than apartment units.

Commissioner Crain asked what the changes are from owner occupied units versus transient occupants.

Mr. Leimer stated that the townhome units could be rentals just like the apartment units.

Mayor Turnbow asked about the elimination of Cooper Drive and the combination of two parcels into one unified parcel and what would be the ingress/egress options to the site.

Mr. Leimer stated that the entrances would be off of Fox Ridge Drive. There would be a fire access drive in the northwest corner of the site connecting with Ridgeway Drive in the Ridgeway Villas development.

Commissioner Crain asked if there would be any streets within the apartment community or if there would be only access drives and parking areas for tenants.

Mr. Leimer stated that all roads would be private.

Commissioner Bowie asked for clarification there would be no through street.

Mr. Leimer stated no through street into adjoining neighborhoods.

Commissioner Meuschke asked how many acres in the development.

Mr. Leimer stated combined there are about 25 acres.

Jim Cadoret presented the staff report.

The request before the Commission is for the reclassification of zoning of Eagle Glen Parcel 5 from R-3A "Multiple Family Residential District" to R-3B "Apartment Community Residential District". Mr. Cadoret stated a reclassification of zoning request requires a public hearing, which was advertised for this evening. Mr. Cadoret entered into the record the mailed notices to the adjoining property owners; notice of publication in The Journal; the Unified Development Code; the application; the Growth Management Plan; and the staff report. Mr. Cadoret stated the staff report includes a summary of the requirements for rezoning.

Mr. Cadoret stated that the current zoning of Parcel 5 was established on October 10, 2011. At that time there was an amendment to the Master Development Agreement for Eagle Glen that limited the maximum combined density of Parcel 5 and Parcel 7 to 400 units.

Mr. Cadoret stated a "Good Neighbor" meeting was held on October 12, 2016 and three residents attended. The residents asked questions about traffic impacts from the development; required landscape buffers; density of the proposed development; and the type of apartments proposed.

Mr. Cadoret stated that under the current zoning the property could be developed with multiple family buildings like 4-plexes or townhome units that could have individually owned units, or one owner owner each building, or all buildings under one ownership. Under the proposed zoning the parcel would be under unified ownership by one entity.

Mr. Cadoret indicated that any development upon Parcel 5 would require a landscape buffer. Under the proposed rezoning and combination of Parcel 5 and 7 the buffer area available would be larger than under the current zoning, mainly due to the restrictions Cooper Drive places on Parcel 5 for buildable area. Mr. Cadoret stated staff has submitted proposed findings of fact for the Commission to consider and that staff recommended the Commission accept those proposed findings and forward case #16023, reclassification of zoning of Eagle Glen Parcel 5, to the City Council with a recommendation of approval.

Chairman Faulkner opened the floor to the public, and opened the public hearing, at 7:26 p.m.

There were no public comments.

Chairman Faulkner closed the floor to the public, and closed the public hearing, at 7:27 p.m.

Commissioner Crain stated that as he understands it density is not increasing as part of this request. Chairman Faulkner stated that the project is not less dense than what was previously approved but is less dense than what is allowed under the Unified Development Code.

Mr. Cadoret stated that is correct. The development agreement remains valid if the rezoning moves forward and the maximum density of 400 units for Parcel 5 and 7 combined remains in effect.

Jonathan Zerr, City Attorney, stated the Commission is looking at whether Parcel 5 is appropriate for R-3B zoning and are the permitted uses appropriate for the property.

Mayor Turnbow stated that removing the roadway provides more versatility in using the property. The rezoning and removal of Cooper Drive makes the property more attractive.

Chairman Faulkner stated he had mixed feelings about removing Cooper Drive extension. Connectivity is important, but doesn't think Foxhaven residents will miss the connection. Johnston Drive provides east/west connectivity.

Commissioner Meuschke asked whether the elimination of Cooper Drive was part of a traffic plan.

Mr. Cadoret stated it was not part of any specific traffic study. Cooper Drive was actually added as part of the amended preliminary plat in 2011.

Mr. Cadoret commented to the Commission that the removal of Cooper Drive is a separate issue from the rezoning request. Parcel 5 could be rezoned to R-3B and the preliminary plat amendment denied so the Cooper Drive extension remains.

Commissioner Meuschke asked if there is an inventory of apartment units.

Mr. Cadoret stated there is and could make the inventory available.

Commissioner Meuschke asked about storm water runoff from the site and if the development agreement addresses it.

Mr. Cadoret stated the agreement deals mostly with the treatment of the storm water after it leaves the site. Development upon the site would still need to detain and control the storm water runoff.

Commissioner Sarsfield asked about the construction of apartment buildings and whether 2, 3 or 4-story buildings were proposed and what materials the buildings would be made of. His concern is with the rest of the neighborhood and how the apartments would fit in.

Chairman Faulkner stated that would have to be deferred to site plan review.

Mr. Zerr agreed that the questions are more appropriate at site plan review and he referred the Commission back to the proposed findings of fact for a reclassification of zoning request.

Commissioner Fizer stated she lives off Fox Ridge Drive and that the Manor Homes apartment community always looks nice and keeping the area as one unified development is better than having multiple owners of townhome units.

Motion by Commissioner Fizer, Second by Commissioner Bowie to accept the staff proposed findings of fact and forward case #16023, Reclassification of Zoning for Eagle Glen Parcel 5, to the City Council with a recommendation of approval.

Vote on Motion:

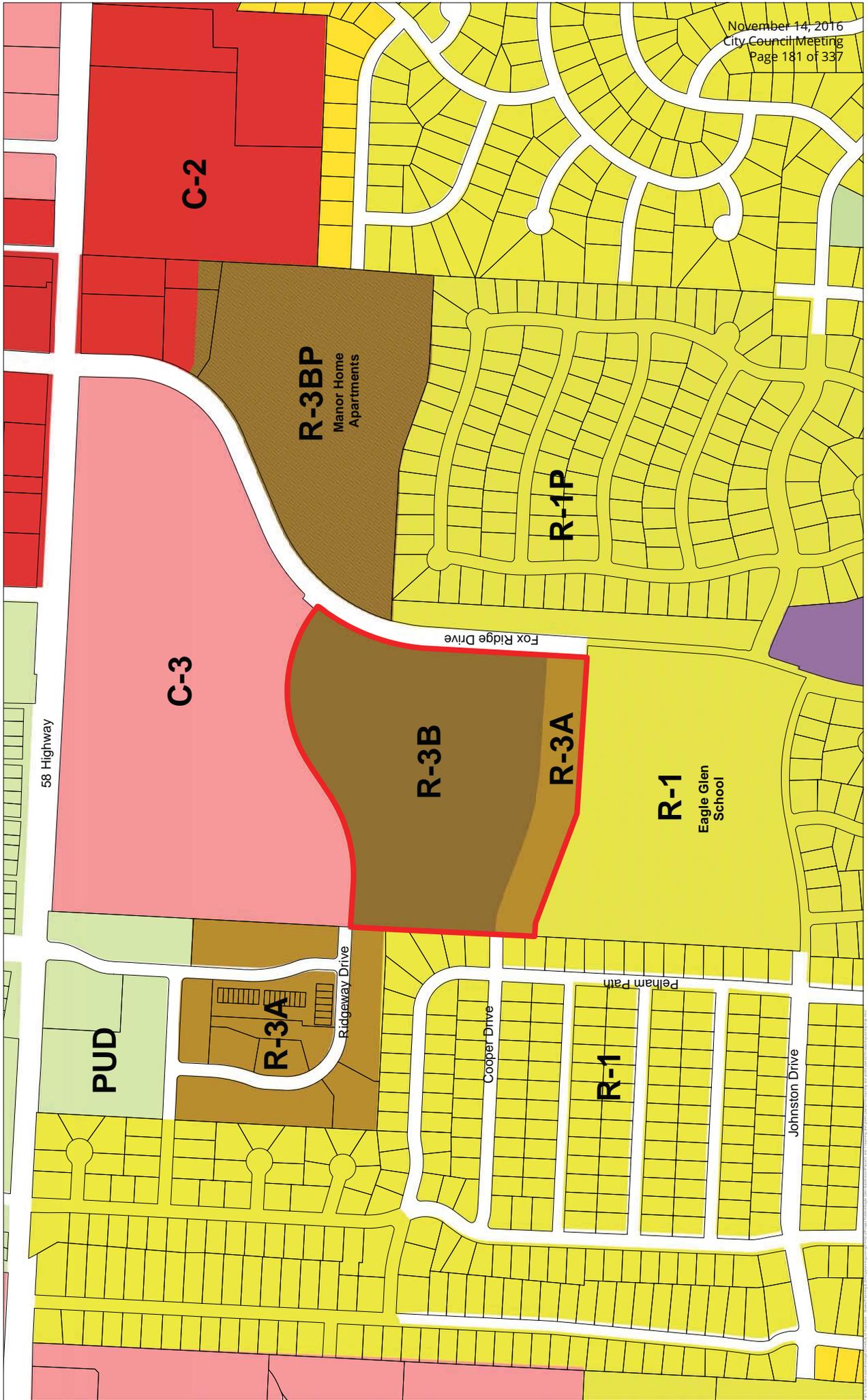
Chairman Faulkner	Aye
Commissioner Anderson	Absent
Commissioner Berendzen	Nay
Commissioner Bowie	Aye
Commissioner Crain	Aye
Commissioner Fizer	Aye
Commissioner Meuschke	Aye
Commissioner Sarsfield	Aye
Mayor Turnbow	Aye

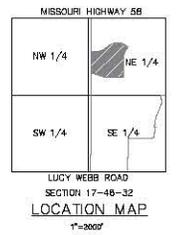
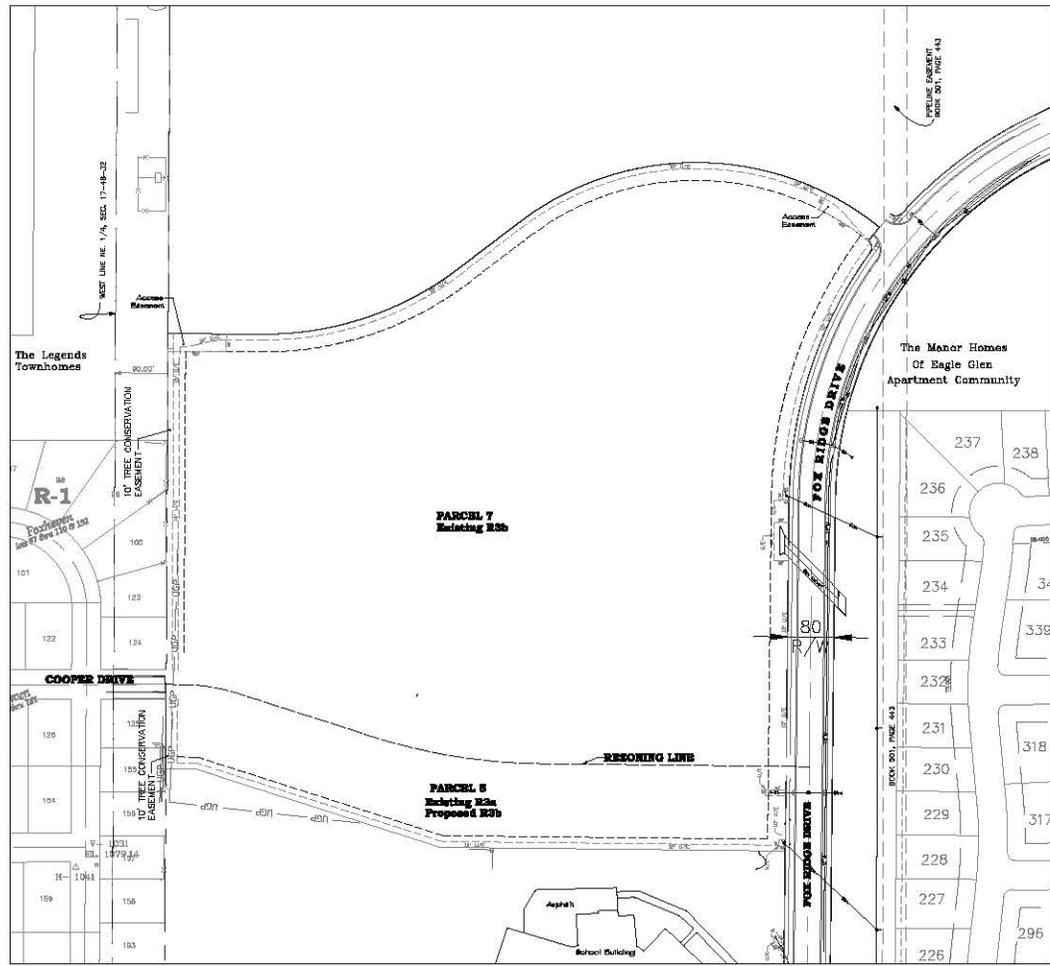
Motion passed 7-1-0.

Chairman Faulkner asked if Commissioner Berendzen desired to take the opportunity to state the reasons for his opposition.

Commissioner Berendzen stated he thought it would be more appropriate to have single family homes there with home ownership to provide more stability. If it is more multi family it eliminates the option to have home ownership on the parcel.

EXISTING ZONING





Public Improvements:
 -Sidewalks will be constructed on both sides of any public street.
 -All proposed public improvements and utilities will be designed and installed in accordance with the City of Raymore Standards.
 -Proposed sanitary service is by gravity sanitary sewers which will tie into the City of Raymore's existing gravity sewer at the east side of these tracts.
 -Proposed storm sewers will generally follow natural drainage patterns and discharge to the area reserved for park land or tie into existing facilities.
 -Proposed water service will tie into the City of Raymore's existing water main at the perimeter of the property.
 -Other utilities, such as gas, electricity, telephone, and cable TV will be provided by the local utility company.

Base survey and contour information taken from Plat of Survey prepared by Bouvier Survey Co.

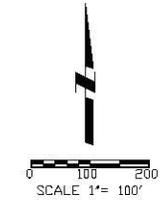
Eagle Glen Subdivision Parcel 5
 Rezoning Description for R-3b
 All that part of the Northwest Quarter of Section 17, Township 46 North, Range 32 West in the City of Raymore, Cass County, Missouri, more particularly described as follows:

Commencing at a 9 inch aluminum monument at the Southwest corner of the Southeast quarter of said Section 17, thence North 12 degrees 00' minutes 00' seconds East along the South line of said Southeast Quarter, a distance of 400.00 feet thence North 00 degrees 17 minutes 12 seconds East along the East line of PARCELS 237, 236, 235, 234, 233, 232, 231, 230, 229, 228, 227, 226 AND THE PLATS and along the West line of FOX RIDGE DRIVE, a distance of 2,000.00 feet East and parallel to the West line of said Southeast Quarter, a distance of 2,000.00 feet to a point on the South line of said Northwest Quarter, said point being North 84 degrees 51 minutes 45 seconds East, 400.00 feet from the Southwest corner of said Northwest Quarter, thence North 55 degrees 15 minutes 33 seconds East along the East line of FOX RIDGE DRIVE, 200.00 feet and along the West line of EAGLE GLEN SUBDIVISION - PARCEL 5, all subdivisions in the City of Raymore, Cass County, Missouri, said line being 100.00 feet East of and parallel to the West line of said Northwest Quarter, a distance of 100.00 feet to the point of beginning, said point being the Northwest corner of EAGLE GLEN SUBDIVISION - PARCEL 5, a subdivision in Raymore, Cass County, Missouri, thence North 00 degrees 00' minutes 00' seconds East along the West line of FOX RIDGE DRIVE, a distance of 144.17 feet, thence South 84 degrees 41 minutes 30 seconds East, a distance of 200.00 feet, thence along a curve to the right having a radius of 300.00 feet, a central angle of 17 degrees 20 minutes 12 seconds and tangent to the last described corner, on a distance of 217.16 feet, thence North 72 degrees 18 minutes 20 seconds East, a distance of 300.00 feet, thence along a curve to the right having a radius of 1000.00 feet, a central angle of 17 degrees 00' minutes 36 seconds and tangent to the last described corner, on a distance of 240.00 feet, thence South 84 degrees 22 minutes 01 seconds East, a distance of 418.00 feet to a point on the West line of EAGLE GLEN SUBDIVISION - PARCEL 5, a subdivision in the City of Raymore, Cass County, Missouri, thence South 00 degrees 00' minutes 00' seconds East, a distance of 54 feet, thence North 84 degrees 51 minutes 45 seconds East, a distance of 100.00 feet to the Northwest corner of EAGLE GLEN SUBDIVISION - PARCEL 5, a subdivision in the City of Raymore, Cass County, Missouri, thence North 00 degrees 00' minutes 00' seconds East, a distance of 54 feet, thence North 84 degrees 51 minutes 45 seconds East, a distance of 100.00 feet to the North line of FOX RIDGE DRIVE, a subdivision in the City of Raymore, Cass County, Missouri, a distance of 540.00 feet, thence North 72 degrees 18 minutes 20 seconds East along the North line of FOX RIDGE DRIVE, a distance of 141.27 feet, thence North 00 degrees 17 minutes 30 seconds East along the North line of EAGLE GLEN SUBDIVISION - PARCEL 5, a subdivision in the City of Raymore, Cass County, Missouri, a distance of 500.00 feet to the point of beginning, something 54 feet more or less.

Project Summary:
 Parcel 5-1:
 Area = 24.8 Acres
 Number of Apartments 400
 Density 16.26 Units Per Acre
 Current Zoning R-3b Planned District 4 R-3b Planned District
 Proposed Zoning R-3b
 Lot Information:
 Front Yard Setback = 30'
 Sideyard = 10'
 Corner Lot Side Yard = 50'
 Minimum Lot Size = 50' x 100'
 Minimum District Area = 12,000 Sq. Ft.
 Minimum Lot Area Per Unit = 2,000 Sq. Ft.
 Maximum Bldg. Height = 50 Ft.
 Maximum Bldg. Coverage = 40%

Owner/Developer:
 Great Plains Real Estate Development L.L.C.
 Suite 202
 4420 Shawnee Mission Parkway
 Shawnee Mission, Kansas 66201
 913/984-1820

Land Planner:
 Oppermann LandDesign
 10590 West 11th Street
 Olathe, Kansas 66061
 913/934-9401
 Surveyor/Engineer:
 Renaissance Infrastructure
 1155 Cambridge Circle Drive
 Kansas City, Kansas 66103
 913/311-9500



Legend:
 Existing Sanitary Sewer
 Existing Storm Sewer
 Existing Water Line
 Existing Underground Power

REZONING
EAGLE GLEN SUBDIVISION
PARCELS 5 AND 7
 Raymore, Missouri

Renaissance Infrastructure Consulting (R.I.C.)
 1158 Cambridge Circle Drive | Kansas City, Kansas 66103 | (913) 311-9500 | www.riiconsult.com

Oppermann LandDesign, LLC
 Land Planning & Landscape Architecture
 10590 West 11th Street
 Olathe, Kansas 66061 | oppermannlanddesign.com | 913-934-9401

July 27, 2016



**CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM**

DATE: 11-14-2016

SUBMITTED BY: Meredith Hauck

DEPARTMENT: Administration

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

TITLE / ISSUE / REQUEST

2017 ETC Survey Agreement

FINANCIAL IMPACT

Award To:	ETC Institute
Amount of Request/Contract:	\$11,020
Amount Budgeted:	\$14,000
Funding Source/Account#:	01-01-7320-1010

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
December 2016	Summer 2017

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

Exhibit A - ETC Institute Agreement

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

The City of Raymore has been conducting regular citizen surveys since 2006. These surveys help to assess citizen satisfaction with city services and identify priorities for the community. The last citizen survey was conducted in 2015.

Staff recommends that the Council approves continuing to use the ETC Institute to administer the citizen survey for 2017. This would be the sixth citizen survey the ETC Institute has conducted for the City. Utilizing the same survey tool year over year allows the City to not only track performance trends internally, but it also allows the us to benchmark our scores against other metro communities who utilize the same survey tool through ETC. ETC's survey tool, DirectionFinder, is a comprehensive, public opinion survey instrument developed to meet the unique needs of city and county governments. Although the survey employs a set of standard questions, this survey tool will also allow us to ask specific questions tailored to meet the needs of the City. Input from the City Council and staff will be solicited to finalize the content of the survey instrument.

One new feature that is included in the contract is the creation of an online survey with an email follow up. Surveys will still be mailed as in the past as well. ETC has developed a tracking system to allow them to coordinate the mail and online versions of the survey, as well as all follow ups.

The current proposed schedule calls for the survey to be administered during February and March 2017 and a final report completed by April 2017. The survey instrument will be finalized in early 2017.

BILL 3212

ORDINANCE

“AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH ETC INSTITUTE, INC. FOR THE DEVELOPMENT AND ADMINISTRATION OF A CITIZEN SURVEY.”

WHEREAS, the City of Raymore has conducted regular citizen surveys since 2006 which help to assess citizen satisfaction with the delivery of major city services and determine priorities for the community as part of the City’s ongoing planning process; and

WHEREAS, the City has utilized the services of ETC Institute, Inc. (“ETC”) for many years, and has conducted six (6) *DirectionFinder* surveys, the last being conducted in 2015; and

WHEREAS, the City wishes to develop a 2017 *DirectionFinder* Survey to be administered during the first quarter of 2017.

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

Section 1. The Mayor is hereby directed and authorized to enter into a contract for services with ETC Institute, Inc. to design and administer the 2017 *DirectionFinder* Survey.

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

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 NOVEMBER, 2016.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 28TH DAY OF NOVEMBER, 2016 BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Barber
Councilmember Burke, III
Councilmember Holman

Councilmember Hubach
Councilmember Kellogg
Councilmember Moorhead
Councilmember Seimears

ATTEST:

APPROVE:

Jean Woerner, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature

Contract for Services and Scope of Work

Between ETC Institute and the City of Raymore, Missouri

ARTICLE I: SCOPE OF SERVICES

1. **Overview of Services to Be Performed.** ETC Institute will design and administer a citizen survey for the City of Raymore, Missouri. The survey will be administered during February and March 2017, with the final report completed in April 2017.
2. **Maximum fixed fee.** The total fee for the project is \$11,020 to design and administer the survey. No additional fees of any kind will be permitted.
3. **ETC Institute's responsibilities.** The tasks that will be performed by ETC Institute as part of this agreement include the following:
 - ✓ finalizing the methodology for administering the survey based on input from the City.
 - ✓ designing a survey instrument that is up to 15 minutes in length (6-7 pages).
 - ✓ creating the online survey
 - ✓ selecting a random sample of households to be surveyed
 - ✓ setting up the database
 - ✓ conducting a pretest of the survey instrument
 - ✓ completing 400 surveys by a combination of mail, phone and online (ETC Institute's costs includes all labor, postage and printing associated with the administration of the survey). The results of a random sample of 400 completed surveys will have a precision of at least +/-5% at the 95% level of confidence.
 - ✓ conducting data entry and quality control for completed surveys
 - ✓ providing complete printouts of the data
 - ✓ providing crosstabulations for up to five demographic variables.
 - ✓ conducting benchmarking analysis that shows how the results for Raymore compare to other cities in Kansas and Missouri.
 - ✓ conducting importance-satisfaction analysis to identify the types of improvements that will have the most impact on satisfaction with city services.
 - ✓ completing a final report that will include an executive summary, charts and graphs, benchmarking analysis, importance-satisfaction analysis, tables showing the results to all questions on the survey, and a copy of the survey instrument.
 - ✓ making an on-site presentation of the survey results to the City.

4. Responsibilities for the City of Raymore will include the following:

- ✓ approving the survey instrument
- ✓ providing a cover letter for the mail version of the survey
- ✓ providing GIS shapefiles that show the boundaries of the City

ARTICLE II: PAYMENT FOR SERVICES

1. Invoices will be submitted throughout the duration of the project, for a total project fee of \$11,020.

ARTICLE III: MISCELLANEOUS PROVISIONS

1. Change in Scope. The Scope of Services for this contract shall be subject to modification or supplement upon the written agreement of the contracting parties. Any such modification in the Scope of Services shall be incorporated in this agreement by supplemental agreement executed by the parties.
2. Termination of Contract. This agreement may be terminated by either party upon 14 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. If the contract is terminated by the City, the City shall reimburse ETC Institute for the full value of any tasks that have been initiated. Information accumulated from all paid for services shall become the property of the City of Raymore.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed by their duly authorized officers.

Authorized City Representative, Title

Date _____

Christopher Tatham, ETC Institute, CEO

Date _____



**CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM**

DATE: 11-14-2016

SUBMITTED BY: Meredith Hauck

DEPARTMENT: Administration

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

TITLE / ISSUE / REQUEST

MARC Household Hazardous Waste Agreement

FINANCIAL IMPACT

Award To:	MARC
Amount of Request/Contract:	\$21,188.96
Amount Budgeted:	\$19,975.00
Funding Source/Account#:	GF Streets / 01-06-7320-0000

PROJECT TIMELINE

Estimated Start Date

Estimated End Date

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:

Date:

Action/Vote:

LIST OF REFERENCE DOCUMENTS ATTACHED

Exhibit A - Intergovernmental Agreement with MARC

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

Annually, the City participates in the Mid-America Regional Council (MARC) Household Hazardous Waste (HHW) program. The City's participation in this program allows residents to participate in several HHW drop off events held throughout the metro, including an event that alternates annually between Raymore and Belton. Residents also have access to several permanent HHW drop off locations throughout the metro that can be used year-round. Access to these services is provided as part of the agreement with MARC and residents are not charged a fee for utilizing any of the drop off options.

In 2015, Raymore residents recycled 25,759 pounds of HHW through this program: 8,515 pounds were dropped off at the KC location, 5,105 pounds were dropped off at the Lee's Summit location, and 12,139 pounds were collected from Raymore residents only during the Raymore/Belton mobile event.

The fee for the City's participation in this program is based off of a standard rate applied to the City's population based on the 2015 Census. This is the first year that 2015 Census numbers have been used, so the fee from the City increased \$1,418.46 from last year's agreement (\$19,974.24), which utilized lower population figures from the 2010 Census. The standard rate applied also increased from \$1.04 for 2016 to \$1.05 for 2017.

Because this is one of several accounts under the Contractual Services category for this department, staff is not recommending a budget amendment at this time as it may not be needed for this function.

BILL 3211

ORDINANCE

“AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI APPROVING AN AGREEMENT BETWEEN THE MARC SOLID WASTE MANAGEMENT DISTRICT AND THE CITY OF RAYMORE, MISSOURI RELATING TO THE REGIONAL HOUSEHOLD HAZARDOUS WASTE PROGRAM.”

WHEREAS, this Agreement is entered into pursuant to the Missouri Revised Statutes Section 70.210 et seq.; and

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

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

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

Section 1. That the Mayor is hereby directed and authorized to execute an agreement (Exhibit A) between SWMD and the City of Raymore providing for the participation in the regional HHW program.

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

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

DULY READ THE FIRST TIME THIS 14TH DAY OF NOVEMBER, 2016.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 28TH DAY OF NOVEMBER, 2016 BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Barber
Councilmember Burke, III

Councilmember Holman
Councilmember Hubach
Councilmember Kellogg
Councilmember Moorhead
Councilmember Seimears

ATTEST:

Jean Woerner, City Clerk

APPROVE:

Kristofer P. Turnbow, Mayor

Date of Signature

2017

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

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

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

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

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

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

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

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

I *Definitions*

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

II *Effective Date*

Raymore, Missouri agrees to participate in the Regional HHW Collection Program for a one-year period beginning on January 1, 2017.

III *Termination*

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

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

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

IV *Duties of Participating Member*

A. *Fees.* Raymore, Missouri agrees to pay the sum of \$21,188.96 to participate in the 2017 Regional HHW Collection Program for the period from January 1 to December 31. The program participation fee is based on a per capita rate of \$1.04 applied to 2015 U.S. Census Population Estimate figures as shown in Attachment One. The fee may be adjusted if a participating member has more current census data. At least one-half of this amount shall be paid within thirty (30) days upon receiving the district invoice. Payment of any remaining balance shall be paid within the following six months.

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

Annual Renewal. The agreement between the SWMD and the Participating Member will be subject to renewal each year. To assure community information is included in the printed promotional material, agreements will be due no later than February 1, 2017. No pro ration of fees is applicable under this agreement.

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

V *Services Provided by the SWMD*

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

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

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

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

VI Reports

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

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

VII Insurance

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

VIII Legal Jurisdiction

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

MARC Solid Waste Management District:

Participating Member:

_____ Date: _____

_____ Date: _____

_____ Chair

Print Name

Print Title



**CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM**

DATE: November 14, 2016

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 3214
Staff is requesting Council to award contract to Breit Construction LLC for the 2016 Inflow & Infiltration Reduction project.

FINANCIAL IMPACT

Award To:	Breit Construction LLC
Amount of Request/Contract:	\$79,200
Amount Budgeted:	\$127,566
Funding Source/Account#:	Ent. Capital Maint. Fund (54)

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
January 2017	March 2017

STAFF RECOMMENDATION

Award contract to Breit Construction LLC

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

Bill 3214
Contract

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

This project is a continuation of our annual Inflow and Infiltration reduction program to reduce ground water entering the sanitary sewer system. This years project will involve work south of Lucy Webb Road.

Bids for this project were received on November 2, 2016 as follows:

Breit Construction LLC	\$79,200
Visu-Sewer of Missouri LLC	\$104,413
Utility Solutions LLC	\$128,945

Staff recommends award of the contract to Breit Construction LLC in the amount of \$79,200.

BILL 3214

ORDINANCE

“AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH BREIT CONSTRUCTION LLC FOR THE 2017 INFLOW & INFILTRATION REDUCTION PROJECT, CITY PROJECT NUMBER 16-231-201, IN THE AMOUNT OF \$79,200 AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS.”

WHEREAS, the 2017 Inflow & Infiltration Reduction project was included in the FY 2017 capital budget; and

WHEREAS, the City Council finds the improvements are necessary and finds it to be in the best interest of public health, safety, and welfare; and

WHEREAS, bids for this project were received on November 2, 2016; and

WHEREAS, the following bids were provided as follows:

Breit Construction LLC	\$79,200
Visu-Sewer of Missouri LLC	\$104,413
Utility Solutions LLC	\$128,945

WHEREAS, Breit Construction 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 Mayor is hereby directed and authorized to enter into a negotiated contract in the amount of \$79,200 with Breit Construction, for the 2016 Inflow & Infiltration Reduction project.

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

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

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

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

DULY READ THE FIRST TIME THIS 14TH DAY OF NOVEMBER, 2016.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 28TH DAY OF NOVEMBER, 2016 BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Barber
Councilmember Burke III
Councilmember Holman
Councilmember Hubach
Councilmember Kellogg
Councilmember Moorhead
Councilmember Seimears

ATTEST:

APPROVE:

Jean Woerner, City Clerk

Kristofer P Turnbow, Mayor

Date of Signature

FINAL PAY APPLICATION CHECKLIST

- Contractor scorecard filled out by technician/project manager

- Lien Waiver-completed by contractor

- Consent to Surety-completed by contractor

- Prevailing Wage form-completed by contractor

- Two-Year Maintenance Bond - completed by contractor ~~IN PROJECT FOLDER~~

- The items listed above must be included for acceptance by the City Council. Please provide all items to Margie for processing.

- After acceptance by City Council, the final pay application will be prepared for signature by Mike Krass and Jim Feuerborn.

1-27-16



CITY OF RAYMORE
VENDOR PERFORMANCE EVALUATION FOR
SERVICE AND MAINTENANCE CONTRACTS

Date: 1-26-16

Contractor Name: BREIT CONSTRUCTION LLC		Contract Title and Number: 15-208-202 2015 SANITARY SEWER REHABILITATION	
Purchase Order Number:	Contract Term:	Contract Period: From: 8/15 To: 1/16	
Contract Value: \$ 110,641⁰⁰		Facility:	

PERFORMANCE:

RATINGS (for Quality of Work)

<u>Excellent</u>	<u>Acceptable</u>	<u>Unacceptable</u>
Contractor's performance surpasses contract requirements, Contractor takes the "extra step" to ensure high quality performance.	Contractor's performance in full compliance with contract terms. No major problems meeting contract requirements.	Noncompliance in performance compromising the achievements of contract requirements.

1. Quality of Work

A. Work performed in compliance with Contract Terms

Excellent Acceptable Unacceptable

Comments: _____

B. 1. Were liquidated damages imposed?

Yes No If yes, state reason, how often?

Comments: _____

2. Was the situation remedied?

Yes No

Comments: _____

RATINGS (for Materials, Supplies, Equipment)

<u>Excellent</u>	<u>Acceptable</u>	<u>Unacceptable</u>
Materials, supplies, and equipment surpassed contract requirements resulting in high quality performance e.g. cleanliness, supplies inventoried and extras kept in reserve for emergencies. Contractor continually vigilant in overseeing that all materials and equipment meet or exceeded OSHA requirements.	Materials, supplies, equipment fulfills contract requirements, supplies adequate, no major shortages, OSHA requirements met.	Materials, supplies, equipment, inadequate, non-compliance with OSHA requirements and compromising the achievements of contract requirements.

2. Materials, Supplies, Equipment:

Were adequate materials, supplies and equipment provided as required?

Excellent Acceptable Unacceptable

Were materials and equipment in compliance with OSHA requirements?

Yes No

Comments: _____

RATINGS (for Staff)

<u>Excellent</u>	<u>Acceptable</u>	<u>Unacceptable</u>
Staff coverage better than adequate in anticipation of emergencies, staff is outstanding and conscientious, trained for highest efficiency and safety, staff maintains a positive attitude with focus on customer service, i.e. receptive, friendly, neatly dressed, staff is highly cooperative and reliable, willing to identify with facility objectives as a business partner.	Adequate staff coverage and performance to achieve the requirements and goals of the contract, staff present a positive attitude, i.e. receptive, cooperative, neatly dressed, accommodating, staff is adequately trained for the functions and requirements of the contract.	Inadequate number of staff compromising the achievement of contract requirements, staff not trained or poorly trained to perform contract requirements impacting the quality of performance and health and safety requirements at the facility, little to no focus on customer service, e.g. poor appearance, negative attitude, uncooperative staff.

3. Staff

A. Adequate number of staff available as required?

Excellent Acceptable Unacceptable

Comments: _____

B. Training of Staff?

Excellent Acceptable Unacceptable

Comments: _____

C. Did staff perform in a professional manner?
 e.g. cooperative, receptive, positive attitude, good appearance, reliable, demonstrated willingness to identify with goals and objectives of the facility as a business partner.

Excellent Acceptable Unacceptable

Comments: _____

D. Was there a focus on customer service?
 e.g. cooperative, receptive, positive attitude, good appearance, reliable, demonstrated willingness to identify with goals and objectives of the facility as a business partner.

Excellent Acceptable Unacceptable

Comments: _____

E. How was staff turnover rate high or low? Reason?

High or Low Acceptable Unknown

Comments: _____

MANAGEMENT AND SUPERVISION:

RATINGS (Management and Supervision)

<u>Excellent</u>	<u>Acceptable</u>	<u>Unacceptable</u>
Contractor's Management and Supervision is pro-active i.e. always accessible and communicates with facility personnel to ensure high quality performance. Contractor's response to facility requests e.g. emergency situations, is immediate, often overcoming obstacles, situation or condition immediately remedied.	Contract Management and Supervision is accessible to facility personnel as required by the contract, response time to facility requests e.g. to correct or remedy situation, is timely and the situation or condition requiring attention is remedied.	Lack of communication from Management and Supervision compromising the achievements of the contract, no response or delayed response (beyond a reasonable time) to situations requiring attention not remedied in a timely manner resulting in utilization of facility resources to correct the situation.

1. Communication and Accessibility

Excellent Acceptable Unacceptable

Comments: _____

2. Creativity and Initiative

Excellent Acceptable Unacceptable

Comments: _____

3. Responsiveness to facility requests

Excellent Acceptable Unacceptable

Comments: _____

4. Prompt and effective correction of situations and conditions during construction, or warranty period

Excellent Acceptable Unacceptable

Comments: _____

ADMINISTRATION:		
RATINGS (Administration)		
<u>Excellent</u>	<u>Acceptable</u>	<u>Unacceptable</u>
Wage and supplemental benefit requirements surpassed, complete, accurate documentation is always submitted in the time frame required or sooner, or if requested by the facility. Documentation is always submitted in the format required by the contract/facility. Contractor surpasses requirements of its submitted M/WBE subcontracting plan. Contractor and its employees are in full compliance with the licensing requirements of the Contract and the Contractor is pro-active in assuring all employees licenses remain current.	Wage and supplemental benefit requirements met, documentation is complete and submitted in the time frame required and in the format required by the facility. Minor non-compliance is corrected immediately with little to no impact on the achievement of the contract requirements. Contractor fully complies with its submitted M/WBE subcontracting plan. Contractor and its employees are in full compliance with the licensing requirements of the Contract.	Non-compliance with wage and supplemental benefit requirements, Contractor fails to submit required documentation in the time frame required and in the format required, compromising the achievement of the contract requirements. Non-compliance with Contractor's submitted M/WBE plan. Non-compliance by the Contractor and/or its employees with the licensing requirements of the Contract.

1. Has the Contractor complied with wage and supplemental benefit requirements?

Excellent Acceptable Unacceptable

N/A

Comments: _____

2. Documentation

Were records, receipts, invoices and computer generated reports received in a timely manner and in compliance with contract specifications?

Excellent Acceptable Unacceptable

Comments: _____

3. Has contractor complied with their submitted M/WBE subcontracting plan?

Excellent Acceptable Unacceptable
 N/A

Comments: _____

4. Has the Contractor and its employees, if applicable, complied with the licensing requirements of the Contract?

Excellent Acceptable Unacceptable

Comments: _____

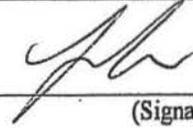
OVERALL ASSESSMENT

Excellent Very Good Acceptable Fair Unacceptable

Comments: _____

Name of Evaluator: _____

LORIE A. CRANDELL
(Print)


(Signature)

Title: _____

Stormwater Quality Specialist

Date: _____

1-26-16

VENDOR LIEN WAIVER AND RELEASE - ALL STATES (FINAL)

VENDOR: Summit Speciality Products, Inc
CONTRACTOR: Breit Construction LLC
OWNER: City of Raymore
PROJECT: 2015 Raymore Sewer Repairs

INVOICE NUMBER	INVOICE DATE	DESCRIPTION	AMOUNT
0141043-IN	12/3/2015		76.85

For a valuable consideration (in the amount of \$76.85), the receipt of which is hereby acknowledged:

1. Effective upon receipt from CONTRACTOR of the amount stated to be due in said Final Request for Payment or such lesser amount as CONTRACTOR may acknowledge to be due in accordance with the provision of the CONTRACT, VENDOR does now hereby absolutely waive all liens and rights or claims of lien against the PROPERTY which VENDOR ever had, has or may have, and does release the CONTRACTOR and OWNER from any claim, liability or debt by reason of labor, services, equipment, materials and rentals which have been or will be performed or furnished by VENDOR to or for the Project under the CONTRACT, including, without limitation, all "claims", "changes", "extras" and other charges of any description.

2. VENDOR further represents and certifies that no lien has been filed against the PROPERTY by VENDOR or any laborer, sub-contractor or material-man who has directly or indirectly furnished labor, services, equipment, rentals or materials to or for the PROJECT under the CONTRACT, and the VENDOR has paid all bills, taxes (including applicable Sales and Use Taxes) and charges at the agreed prices for all of said labor, services, equipment, rentals and materials which have been or are to be furnished to or for the PROJECT under the CONTRACT.

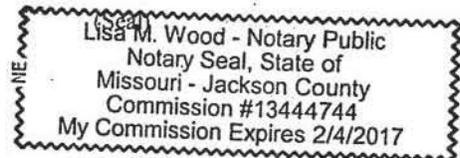
3. VENDOR authorizes CONTRACTOR to complete any blank spaces in this Document.

IN WITNESS WHEREOF, VENDOR has either individually or by its duly authorized representative set his hand and seal hereto this 4th day of Jan, 2016.

Name of VENDOR: Summit Speciality Products Inc.

By: [Signature]
(Owner, Partner, Officer) (Please Designate)

Sworn to and subscribed before the undersigned
this 4th day of January, 2016.
[Signature]
Notary Public



Deposit Date: 12/31/2015
Lockbox: 877936
Batch: 1
Transaction: 4



CONTRACT FOR SERVICES

AGREEMENT FOR PROVISION OF THE FOLLOWING SERVICES

2016 Inflow & Infiltration Reduction Project

Agreement made this 28th day of November, 2016, between Breit Construction LLC, an entity organized and existing under the laws of the State of Missouri, with its principal office located at PO Box 551, Raymore, MO 64083, hereafter referred to as the **Contractor**, and The City of Raymore, Missouri, a Charter City organized and existing under the laws of the State of Missouri, with its principal office located at 100 Municipal Circle, Raymore, Missouri, hereafter referred to as the **City**.

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

This contract is effective as of November 28, 2016 and coincidental with the Mayor's signature and attestation by the City Clerk and shall remain in effect as described within the attachments.

ARTICLE I THE WORK

Contractor agrees to perform all work and provide all materials as specified in Request for Proposal 16-231-201 and the General Terms and Conditions in Appendix B, commonly referred to as Contract Terms and Conditions and according to Contract Agreement set forth here. Contractor agrees to provide all labor, materials, tools, permits, and/or professional services and perform the contracted work in accordance with all specifications, terms and conditions as set forth within the proposal documents, including bonding, insurance, prevailing wage requirements, and termination clauses as needed or required. The work as specified in Appendix A may commence upon the signing of this contract and scheduling and approval of the City.

ARTICLE II TIME OF COMMENCEMENT AND COMPLETION

The work shall take a maximum of 120 calendar days. The date of substantial completion shall be that date when the work is completed to the extent the City can utilize the work for the use for which it is intended and fulfills the work as described in the contract and applicable attachments and addendums. 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 \$79,200.00.

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 PAYMENT

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

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

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 shall designate a representative to render decisions on behalf of the City and on whose actions and approvals the Contractor may rely.

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

Contractor agrees to provide all materials, labor, tools, and equipment necessary to perform and complete the contract as specified. All equipment will be of such type and in such condition so as not to cause any damages to City property or the community at large. All equipment used on site will meet the minimum requirements of Occupational Safety Health Administration and related federal, state, county, and city regulations, including EPA NESHAPS. 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 sub-contractors and their employees and be responsible for the work performed by sub-contractors 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 sub-contractors hired will obtain the necessary licenses and permits as required.

Contractor agrees to comply with all applicable federal, state, county and municipal laws and regulations, including, but not limited to, affirmative action, equal employment, fair labor standards and all applicable provisions of the Occupational Safety and Health Act of 1970, as amended. Contractor agrees to ensure sub-contractors and their employees comply with all applicable laws and regulations 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 23). 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 by telephone or in writing. 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.

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

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

ARTICLE IX ARBITRATION

In case of a dispute, the Contractor and the City shall each appoint a representative, who, together, shall select a third party to arbitrate the issue. Resolution of the issue will be binding upon both parties.

ARTICLE X WARRANTY

Contractor 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 2013 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. Contractor shall provide a ten (10) hour Occupational Safety and Health Administration (OSHA) construction safety program for all employees who will be on-site at the Project. The construction safety program shall include a course in construction safety and health that is approved by 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 as required by Section 292.675, RSMo.
- B. 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.
- C. Contractor shall require all of its Subcontractors to comply with the requirements of this Section and Section 292.675, RSMo.

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” and “C” 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: _____
Kristofer P. Turnbow, Mayor

Attest: _____
Jean Woerner, City Clerk

(SEAL)

Company Name

By: _____

Title: _____

Attest: _____

APPENDIX A
SCOPE OF SERVICES AND SPECIAL PROVISIONS

2016 Inflow and Infiltration Reduction Project

ANTICIPATED SCOPE OF SERVICES:

Project consists of rehabilitating manholes, which includes chemical grouting all pipe seals, manhole joints and wall and bench joints in each manhole, installing chimney seals, and removing and grouting manhole steps in the prescribed area and raising (12) manholes by the addition of a 4' cone section or a 2' barrel section.

1. **SPECIFICATIONS WHICH APPLY**

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

MANHOLE REHABILITATION

Part 1. GENERAL

- 1.1 The Contractor shall rehabilitate the manholes shown on the map location sheets. Rehabilitation shall include: chemical grouting all pipe seals, manhole joints and wall and bench joints in each manhole, installing chimney seals, and removing and grouting manhole steps in the prescribed area.
- 1.2 The Work shall include the furnishing of all supervision, materials, equipment, tools, and labor as required for the rehabilitation of the manholes. The Contractor shall be responsible for site restoration to original or better condition.
- 1.3 Measurement and Payment. Measurement and Payment for the Work Items included in the Manhole Rehabilitation Schedule shall be as described in the Special Provisions.

PART 2. PRODUCTS

- 2.1 Manhole Castings. Manhole castings shall be gray cast iron free of defects such as

porosity, blow holes, parting fins, pouring gates, rough surfaces, shrinkage or other defects. Manhole frame and cover shall be manufactured to conform to the shape, dimensions and other requirements as shown on the standard details. Manhole castings shall conform to Class 30B of ASTM A 48-83. Manhole frame shall have a minimum weight of 250 lbs; the cover shall have a minimum weight of 160 lbs.

- 2.2 Jointing Compound. Jointing compound shall be preformed butyl joint sealer. The minimum bead dimension of the preformed material shall be one-inch (1”) square. The sealant shall be butt-joined and not lapped.
- 2.3 Adjustment Ring. New manhole grade adjustment shall be light weight, fiber reinforced pre-cast concrete rings meeting the requirements of ASTM C478 or high density polyethylene riser rings, manufactured from injection molded recycled HDPE, conforming to the requirements of ASTM D 1248. Tongue and grooved concrete rings will not be allowed.
- 2.4 Internal Manhole Chimney Seal. Cretex internal rubber sleeve or equivalent.
- 2.5 Concrete Bonding Agent. The bonding agent used to improve adhesion between mortar, existing brick and concrete surfaces shall be a special formulation of acrylic polymers and modifiers, designed for use as an additive to cement mixes to improve adhesion and mechanical properties.
- 2.6 Cement Patch. Material used for sealing holes and cracks that are not actively leaking shall be a rapid set, hand mixed and hand applied cementitious product with set modifiers. The patching material is to be mixed and applied according to manufacturer’s recommendations, and shall meet or exceed the following physical property requirements:

Compressive Strength [ASTM C-109]:	15 min:	200 psi
	1 hr	800 psi
	6 hr	1400 psi
	24 hr	2000 psi
	28 day	4500 psi
Shrinkage [ASTM C-596]:	0% at 90% relative humidity	
Bond Strength [ASTM C-952]:	145 psi	
Mix Ratio (by Volume):	1 part water to 3 parts patching mix	
Mix Time:	Hand mix only - maximum, 1-2 min.	
Wet Density:	105 pcf, ± 5 pcf	
Placement Time:	5 - 10 min	
Flow Release:	15 - 30 min after placement	

- 2.7 Cement Plug. The grout used to plug active infiltration shall be a rapid set hand mixed and hand applied cementitious product with set modifiers and other additives. The plugging mix is to be mixed and applied according to manufacturer’s recommendations,

and shall meet or exceed the following physical property requirements:

Compressive Strength [ASTM C-109]:	1 hr	>400 psi
	24 hr	>1800 psi
	28 day	>5500 psi
Expansion [ASTM C-827]:		0.10%
Pull Out Strength [ASTM C-234]:		14,000 lb
Sulfate Resistance [ASTM C-267]:		No weight loss after 15 cycles, 2000 ppm sulfuric acid, test continuing
Freeze / Thaw Resistance [ASTM C-666 Method A]:		100 cycles; no weight loss
Set Time [ASTM C-191]:		60-90 sec

2.8 Chemical Grout

At his option, the Contractor may use acrylamide or urethane chemical grout gel to seal external voids and internal defects. The Contractor may also use chemical grout to stop active leaks in the manhole prior to completing other scheduled Work. Chemical grouting of the wall and bench joint defects shall be completed using one of the following materials. The chemical grout material shall meet the following requirements.

2.8.1 Acrylamide Base Gel. Acrylamide base gel shall meet the following requirements:

1. A minimum of ten percent (10%) acrylamide base material by weight in the total sealant mix. A higher concentration (%) of acrylamide base material may be used to increase the strength or offset dilution during injection.
2. The ability to tolerate some dilution and react in moving water during injection.
3. A viscosity of approximately two (2) centipoise which can be increased with additives.
4. A constant viscosity during the reaction period.
5. A controllable reaction time from ten (10) seconds to one (1) hour.
6. A reaction (curing), which produces a homogeneous, chemically stable, non-biodegradable, firm, flexible gel.
7. The ability to increase mix viscosity, density and gel strength by the use of additives.
8. Any additives for reinforcing the gel, catalyzing the gel reaction, inhibiting the gel reaction, buffering the solution, lowering the freezing temperature of the solution, or for inhibition of root growth shall be utilized in accordance with manufacturer's recommendations. If pressure grouting of manholes is to be done in temperatures less than forty degrees (40°) F, it must be done in accordance with manufacturer's recommendations. The Acrylamide Base Gel

shall be “AV 100” as manufactured by Avanti International or approved equal.

2.8.2 Urethane Base Gel. Urethane base gel shall meet the following requirements:

1. One (1) part urethane prepolymer thoroughly mixed with between five (5) and ten (10) parts of water by weight.
2. A liquid prepolymer having a solids content of seventy-seven to eighty-three percent (77-83%), specific gravity of 1.04, and a flash point of twenty degrees (20°) F.
3. A liquid prepolymer having a viscosity of six hundred (600) to twelve hundred (1200) centipoise at seventy degrees (70°) F that can be pumped through five hundred feet (500') of one-half inch (1/2") hose with a one thousand pounds per square inch (1000 psi) head at a flow rate of one (1) ounce per second.
4. The water used to react the prepolymer should have a pH of five (5) to nine (9).
5. A cure time of eighty (80) seconds at forty degrees (40°) F, fifty-five (55) seconds at sixty degrees (60°) F, and thirty (30) seconds at eighty degrees (80°) F when one (1) part prepolymer is reacted with eight (8) parts of water only.
6. A cure time that can be reduced to ten (10) seconds for water temperatures of forty degrees (40°) F to eighty degrees (80°) F when one (1) part prepolymer is reacted with eight (8) parts of water containing a sufficient amount of gel control agent additive.
7. A relatively rapid viscosity increase of the prepolymer/water mix. Viscosity increases from about ten (10) to sixty (60) centipoise in the first minute for one (1) to eight (8) prepolymer/water ratio at fifty degrees (50°) F.
8. A reaction which produces a chemically stable and non-biodegradable, tough, flexible gel.
9. The ability to increase mix viscosity, density, gel strength and resistance to shrinkage by the use of additives to the water.
10. Any additives for reinforcing the gel, catalyzing the gel reaction, inhibiting the gel reaction, buffering the solution, lowering the freezing temperature of the solution, or for inhibition of root growth shall be utilized in accordance with manufacturer's recommendations. If pressure grouting of manholes is to be done in temperatures less than forty degrees (40°) F, it must be done in accordance with manufacturer's recommendations. The Urethane Base Gel shall be “Scotch-Seal 5610” as manufactured by 3M or approved equal.

PART 3. EXECUTION.

- 3.1 Manhole Frame Replacement.** Where directed, a new frame and cover shall be provided. Replacement of manhole frame and cover shall be in accordance to the requirements of Section 3.2 consist of: providing a new frame and cover as specified;

setting the new frame and cover in place as shown; and the removal and legal disposal of the old frame and cover.

3.2 Adjust to Grade and Seal Frame. Where directed, the manhole shall be adjusted to grade and the frame sealed as specified herein.

3.2.1 Excavation and Preparation of Jointing Surfaces. The excavation shall be to a depth 6" below the cone top/adjustment ring top. The joint between the new/existing frame and existing grade adjustment or cone shall be sealed with two (2) concentric rings of butyl joint material. If the surface of the existing cone/grade adjustment is rough and irregular and will not provide an adequate bearing surface, a ¾-inch thick bed of mortar conforming to the requirements of "Cement Patch" as approved in these Specifications shall be applied. A concrete bonding agent shall be mixed into to the cement patch material as recommended by the manufacturer of the bonding agent. The joint sealing compound shall be applied only after the mortar bed has sufficiently set.

3.2.2 Joint Wrap. Butyl joint wrap shall be required at the frame seal joint and installed as recommended by the manufacturer.

3.2.3 Top Elevations. Tops of manholes located in paved areas and unpaved traveled ways shall be set flush to existing pavement or existing finished grade. Tops of manholes located in unpaved areas shall be set two inches above existing grade. The Contractor shall backfill excavation as detailed on the standard details contained in the project Plans. Final restoration shall be completed as specified in APWA Section 2400 – Seeding and Sodding and 2500 – Sanitary Sewers.

3.3 Rehabilitate Frame Seal.

3.3.1 Prior to installation of the flexible liner all repairs shall be made using a cementitious patching material that is compatible with the flexible sealing material.

3.3.2 The installation of a flexible epoxy grade adjustment and frame seal liner shall consist of cleaning the interior surface of the manhole frame and cover; lining the interior of the manhole with the two component, 100% solids epoxy coating system.

3.3.3 The entire interior surface of the frame and cover shall be prepared according to SSPC-SP6 "Commercial Blast Cleaning." An alternative method of cleaning maybe the use of a high pressure (greater than 5000 psi) water (potable) spray or water with sand injections. The anchor profile for surface preparation shall be a minimum of 2 mils. All excess joint sealant shall be removed prior to the installation of the flexible epoxy coating material.

3.3.4 The average liner thickness will be 250 mils with a minimum thickness of 245 mils from six (6") inches below the top of the cone section to a minimum of three inches on the bottom of the frame.

3.4 **Rehabilitate Grade Adjustment.** Where directed on the Manhole Rehabilitation Schedule, grade adjustment defects shall be repaired as specified herein. The area from three inches above the bottom of the frame to three inches below the top of the cone shall be repaired in accordance with these specifications.

3.4.1 All repairs shall be made using a cementitious patching material that is compatible with the flexible sealing material.

3.4.2 The installation of a flexible epoxy grade adjustment and frame seal liner shall consist of cleaning the interior surface of the manhole frame and cover; lining the interior of the manhole with the two component, 100% solids epoxy coating system.

3.4.3 The entire interior surface shall be prepared according to SSPC-SP6 "Commercial Blast Cleaning." An alternative method of cleaning maybe the use of a high pressure (greater than 5000 psi) water (potable) spray or water with sand injections. The anchor profile for surface preparation shall be a minimum of 2 mils. All excess joint sealant shall be removed prior to the installation of the flexible epoxy coating material.

3.4.4 The average liner thickness will be 250 mils with a minimum thickness of 245 mils from six (6") inches below the top of the cone section to a minimum of three inches on the bottom of the frame.

3.4.5 Curing of the applied lining material shall be done in accordance with the manufacturer's recommendations. Sufficient cure time shall be provided prior to subjecting the applied liner to active flow. Traffic shall not be allowed over substrates until sufficient cure time has elapsed.

3.5 **Rehabilitate Pipe Seals.**

3.5.1 Rehabilitate pipe seals shall consist of: the removal of mineral deposits, roots, unsound concrete, or other material that will hinder the bonding of the cement patch material; pressure washing of the manhole pipe seal surface; plugging and patching of pipe seal defects using the cement patch/plug material as required; injection of acrylamide or urethane chemical grout to seal external voids and internal defects; and final patching of the grout injection holes. All voids and cracks of more than 0.25-inch shall be repaired with cement patching material. All active leaks shall be repaired with cement plugging material All pipe seals in the manhole shall be rehabilitated.

- 3.5.2 To assure that pipe seals are surrounded and waterproofed, a minimum of two (2) grout injection holes shall be drilled at locations outside of the upper left and upper right quadrants of the pipe. If a pipe is above the bench, four (4) holes shall be drilled around the pipe. Manholes that have service laterals piped to them shall have the lateral included in the repair. The grout shall be injected through holes under pressure with a suitable probe as recommended by the manufacturer.
- 3.5.3 Grout travel is verified by observation of grout from defects and/or holes near the point of injection. Upon this observation, the grouting probe should be moved to the next injection hole. This procedure shall be repeated until the pipe seals are externally sealed with grout. After removal of the grouting probe, injection holes shall be cleaned and plugged with a cement patching material.
- 3.5.4 Chemical grout injection pumps shall be equipped with meters for monitoring pressure during the injection of the chemical sealants. The injection pressure shall not cause damage to the manhole structure or the surrounding surface features.

3.6 **Rehabilitate Bench and Invert.**

- 3.6.1 Rehabilitate bench and invert shall consist of: the removal of all unsound cement, debris, grease, roots, or any other material that will hinder the bonding of the cement patch material; pressure washing of the manhole bench and invert surface; plugging and patching of bench and invert defects using the cement patch/plug material as required; and the reforming and refinishing the bench and invert using cement patch material.
- 3.6.2 Prior to reforming and refinishing loose bricks and mortar, unsound concrete, grease, roots, mud and debris shall be completely removed to a depth necessary to expose a sound subbase to allow for proper forming, shaping and finishing of the bench and invert. Removed bricks shall be replaced, actively leaking areas plugged, voids and cracks patched, and flow through the manhole blocked and bypassed.
- 3.6.3 The bench and invert shall be formed, shaped and finished using cement patch material to construct a manhole floor and flow channels. Benches and inverts shall be shaped and finished smooth and free of ridges so that manholes will be self-cleaning and free of areas where solids may be deposited as sewage flows through the manhole from all in-flowing pipes to the out-flowing pipe.
- 3.6.4 The cement patch material shall be troweled uniformly onto the damaged bench and invert at a minimum thickness of ½-inch. The cement patch material shall not be allowed to enter any pipes. The flow through the manhole may be re-established within 30 minutes after placement of the patch material.

3.7 **Rehabilitation Requirements.** The following general paragraphs apply to the rehabilitation for all components of a sanitary manhole.

- 3.7.1 All surfaces to be repaired shall be clean and free of grease, debris, unsound concrete, or any other material that will hinder bonding. Wet or dry sand blasting per manufacturer's instructions shall be the primary method of cleaning; however, other methods such as acid wash, concrete cleaners, degreasers or mechanical means may be required to properly clean the surface. Surfaces on which these other methods are used shall be thoroughly rinsed, scrubbed, and neutralized to remove cleaning agents and their reactant products.
- 3.7.2 Active infiltration shall be repaired by utilizing a cement plug or chemical grout .
- 3.7.3 All cracks, joints, voids, lifting holes, or any other area showing signs of deterioration or infiltration shall be patched. All loose or disintegrated material shall be removed from the area to be patched exposing a sound sub-base.
- 3.7.4 A waterproof, flexible coating in accordance with paragraph 2.11 of this section shall be applied where defects have been located. The coating shall be applied in accordance with the manufacturer's recommendations to surfaces that are free of cracks or voids wider than 1/16 inch. The minimum thickness shall be as recommended by the manufacturer for the material to be applied. The coating shall be installed the full circumference of the entire joint to repair joint defects. When completed, the coating shall be free of any bubbles or pinholes.
- 3.7.5 Curing of the applied lining material shall be done in accordance with the manufacturer's recommendations. Sufficient cure time shall be provided prior to subjecting the applied liner to active flow. Traffic shall not be allowed over substrates until sufficient cure time has elapsed.
- 3.7.6 No application shall be made to frozen surfaces, or if freezing is expected to occur inside the substrate within 24 hours after the application. Specific recommendations and field methods approved by the manufacturer shall be followed for applying lining material when ambient temperatures are less than 45° F or in excess of 95° F.

During the application, a wet film gauge shall be used regularly to insure that minimum thickness is being maintained. After the epoxy liner has set (hard to the touch), all visible pinholes shall be repaired. Repairs shall be made by lightly abrading the surface and brushing the lining material over the area. All blisters and evidence of uneven coverage shall be repaired according to the manufacturer's recommendations

4. 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.

5. PROJECT COMPLETION AND SCHEDULE

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

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

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

6. ENGINEER

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

7. 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.

8. 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, providing all construction plant equipment and tools, 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.

BASE BID

- 8.1. Mobilization, Bonds, and Insurance:** Mobilization, Bonds and Insurance will be considered a lump sum item for payment. This includes all construction and survey controls needed for proper layout and performance of the work. The total lump sum price for this item shall not exceed 5% of the total base bid price.
- 8.2. Raise Manhole (2' Barrel or 4' Cone):** Manhole adjustment shall be measured and paid for per each as indicated on the Bid Form. The unit cost for this item shall include all equipment, labor and materials required to excavate and raise the manhole to above Base Flood Elevation (BFE) by the addition of 2' Barrel Section or 4' Cone. **Excavation, cone or barrel, bolted manhole ring and cover and sealing are subsidiary to this item.** All manholes to be adjusted are in grassy areas (no asphalt or concrete.)
- 8.3. Adjust Manholes to Grade and Seal Frame:** Manhole adjustment shall be measured and paid for per each as indicated on the Bid Form. The unit cost for this item shall include all equipment, labor and materials required to excavate and raise (or lower) the manhole lid to match the existing grade as per City of Raymore Standard Specifications. Restoration of yard, grade adjustment rings and sealing are subsidiary to this item. All manholes to be adjusted are in grassy areas (no asphalt or concrete.) Cost is assumed for the addition or removal of one (1) ring.
- 8.4. Rehabilitate Manhole:** Shall be considered a lump sum item for payment. The cost for this item shall include all equipment, labor, testing and materials required to chemical grout all pipe seals, manhole joints and wall and bench joints in each manhole in the prescribed area. The cost for this item shall also include installing chimney seals(Prime Guard 7500 or equivalent) and removing and patching steps in each manhole.
- 8.5 Restoration (Grassy Areas):** This work is subsidiary to Manhole Rehabilitation and shall follow the APWA guidelines in Section 2400 "Seeding and Sodding". Private landscaping within the City's right-of-way is the Homeowner's responsibility and not subject to restoration. Homeowner shall be given the opportunity to remove landscaping prior to construction.

CITY OF RAYMORE, MISSOURI
RFP # 16-231-201

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, 2016.

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). A Certificate of Insurance will be required within ten calendar days from the date of receipt of the Notice of Award. Claims made on policies must be enforce or that coverage purchased for three (3) years after contract completion date.

1. *General Liability*

Coverage shall be as broad as: Comprehensive General Liability endorsed to include Broad Form, Commercial General Liability forms including Product/Completed Operations.

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

\$ 50,000 Fire Damage Limit

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

\$1,000,000 Each Occurrence 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 23 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.

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*

The contract resulting from this solicitation is subject to the State of Missouri Prevailing Wage Law (Cass County Wage Order 23). 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) if a worker 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*

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.

R. *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.

S. *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.

T. 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.

U. 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.

V. 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.

W. 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.

X. 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 16-231-201

PROPOSAL VALIDITY AND COMMITMENT TO SIGN AGREEMENTS

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

ADDRESS: PO Box 551
Street

ADDRESS: Raymore MO 64083
City State Zip

PHONE: (816) 322-6951

E-MAIL: breitconst@yahoo.com

DATE: 11/2/2016
(Month-Day-Year)

Roger K Breit member
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 16-231-201

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's 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 16-231-201

EXPERIENCE / REFERENCES

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:

- Name
- Contact
- Title
- Mailing Address
- Telephone Number
- Project Name, Amount and Date completed

*Please list any Municipalities that you have done work for in the past 48 months.

COMPANY NAME	<i>see attached work reference</i>
ADDRESS	
CONTACT PERSON	
PHONE NUMBER	
PROJECT, AMOUNT AND DATE COMPLETED	

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

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

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

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

State the number of Years in Business: 32

State the current number of personnel on staff: 7

Breit Construction LLC
PO Box 551 Raymore, MO. 64083
(816) 322-6951 Fax (816) 322-1241
breitconst@yahoo.com

Work Reference

Name: City of Raymore
Contact: Lorie Crandall
Title: City Inspector
Mailing Address: 100 Municipal Circle Raymore, MO 64083
Telephone: 816-331-1852 Email: lcrandell@raymore.com
Project Name: 2015 Sanitary Sewer Rehabilitation
Amount: \$70,623
Date Completed: 12/12/2015

Name: Wil-Pav Inc.
Contact: Dan Ward
Title: Project Manager
Mailing Address: 12900 E. Kentucky Rd. Sugar Creek, MO 64050
Telephone: 816-836-1786 Email: dan@wilpav.com
Project Name: Auto Zone Independence
Amount: \$58,812
Date Completed: 10/14/2015

Name: Summit Custom Homes
Contact: David Price
Title: Vice President Strategic Planning & Development
Mailing Address: 120 SE 30th St. Lee's Summit, MO 64082
Telephone: 816-246-6700 Email: david@summitcustomhomeskc.com
Project Name: Mill Creek 3rd Plat
Amount: \$1,017,011
Date Completed: 6/26/2015

Name: Wil-Pav Inc.
Contact: Dan Ward
Title: Project Manager
Mailing Address: 12900 E. Kentucky Rd. Sugar Creek, MO 64050
Telephone: 816-836-1786 Email: dan@wilpav.com
Project Name: Main Event Independence
Amount: \$408,650
Date Completed: 11/17/2015

Name: City of Raymore
Contact: Phil Becker
Title: City Inspector
Mailing Address: 100 Municipal Circle Raymore, MO 64083
Telephone: 816-331-1852 Email: jbecker@raymore.com
Project Name: Owen Good Pump Station Odor Control Improvements
Amount: \$231,113
Date Completed: 1/15/2016

PROPOSAL FORM D

RFP 16-231-201

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

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. 16-231-201 – 2016 Inflow & Infiltration Reduction Project.

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

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

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

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

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

BID PROPOSAL FORM E – Project No. 16-231-201

2016 Inflow & Infiltration Reduction Project

Base Bid

Bid Items	Units	Estimated Quantities	\$/Units	Total
Mobilization, Bonds and insurance	LS	1	3,775	\$ 3,775
Raise Manhole - 2' Barrel Section (4' Diameter)	EA	6	2,195	\$ 13,170
Raise Manhole - 4' Cone Section (4' Diameter)	EA	6	2,405	\$ 14,430
Adjust Manhole to Grade	EA	3	915	\$ 2,745
Rehabilitate Manholes	EA	40	1,127	\$ 45,080
TOTAL BASE BID				79,200

Total Base Bid for Project

Number: 16-231-201

\$ 79,200

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

(\$ Seventy-nine thousand two hundred dollars)

In blank above write out the sum of the bid.

BID OF:

BREIT CONSTRUCTION LLC

(Firm Name)

DATE:

11/2/2016



City of Raymore

100 Municipal Circle • Raymore, MO. 64083

Phone • 816-892-3045 • Fax • 816-892-3093

ADDENDUM NO. 1

Inflow & Infiltration Reduction: Project #16-231-201

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

Addendum No. 1 - Addition of map

1. Addition of map.

Maps show areas work will be done in, exact locations will be determined when contracted.

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 October 28, 2016 at 5 p.m.

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

Company Name: BREIT CONSTRUCTION LLC

By: Roger Breit

Title: Owner/Member

Address: PO Box 551

City, State, Zip: Raymore, MO 64083

Date: 11/2/2016 Phone: (816)-322-6951

Signature of Bidder: Roger Breit member

ADDENDUM MUST BE SUBMITTED WITH BID

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 Roger K. Breit, who, being duly sworn, states on his oath or affirmation as follows:

Name/Contractor: Roger K. Breit

Company: Breit Construction LLC

Address: PO Box 551 Raymore, MO 64083

- 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 # 16-231-201.
- 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.

Breit Construction LLC
Company Name

Roger K Breit
Signature

Name: Roger K. Breit

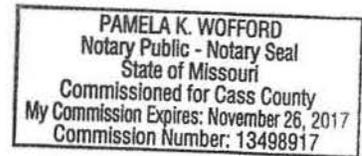
Title: Owner/Member

STATE OF Mo COUNTY OF Cass

Subscribed and sworn to before me this 2nd day of Nov, 2016.

Notary Public: Pamela K Wofford

My Commission Expires: 11.26.2017



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.



E-Verify

Company ID Number: 175581

Information Required for the E-Verify Program

Information relating to your Company:

Company Name: Breit Construction LLC

Company Facility Address: 310 S Lincoln

Raymore, MO 64083

Company Alternate

Address: PO Box 551

Raymore, MO 64083

County or Parish: CASS

Employer Identification

Number: 431330881

North American Industry

Classification Systems

Code: 237

Parent Company: Breit Construction LLC

Number of Employees: 20 to 99

Number of Sites Verified

for: 1

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

- MISSOURI 1 site(s)



E-Verify

Company ID Number: 175581

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 **Breit Construction LLC**

William Breit

Name (Please Type or Print)

Title

Electronically Signed

Signature

01/05/2009

Date

Department of Homeland Security – Verification Division

USCIS Verification Division

Name (Please Type or Print)

Title

Electronically Signed

Signature

01/05/2009

Date



**CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM**

DATE: November 14, 2016

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 3216
Staff is requesting Council to award contract to Renaissance Infrastructure Consulting for the Foxwood Drive Extension - Design project.

FINANCIAL IMPACT

Award To: Renaissance Infrastructure Consulting
Amount of Request/Contract: \$23,350
Amount Budgeted:
Funding Source/Account#:

PROJECT TIMELINE

Estimated Start Date
January 2017

Estimated End Date
July 2017

STAFF RECOMMENDATION

Award contract to Renaissance Infrastructure Consulting

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

Bill 3216
Contract

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

This project involves the extension of Foxridge Drive from its current location within Wood Creek subdivision to Dean Avenue that was approved by the 2016 General Obligation Bond.

In accordance with the City of Raymore Purchasing Policy and State Statutes, the City of Raymore utilizes a Qualification Based Selection (QBS) Process for the procurement of Professional Services. The steps in the QBS process are summarized below.

Step 1 Qualifications Request

A request is sent to firms asking for information directly related to the project requirements and the qualifications and capability of the firm.

Step 2 Submittal of Qualifications

Firms submit a written statement of their qualifications and capabilities to meet the project objectives.

Step 3 Agency Review

The purpose of this review is to identify firms that possess the best qualifications for the project. This is commonly referred to as a "Short List".

Step 4 Selection of "the best qualified" firm

The selected firms are invited to make a formal presentation to staff which typically includes a discussion of the firm's capabilities, project approach and any other items the firm wishes to present. These are typically one hour in length with the last 15 minutes being reserved for questions and answers. The purpose of these presentations is to provide an opportunity to meet the project team face to face and see how members work together, respond to questions and interact with City Staff.

Step 5 Preparation of the final Scope of Work

As discussed in Step 1, the Request for Qualifications includes a description of the project requirements. However, these tend to be rather brief and general in nature and do not include enough detail to develop a specific cost. As part of the submittal process, we request that the firms submit a scope of services and hourly breakdown of the services based on the staff assigned to the project.

Step 6 Determine the Hours and Cost Needed to Accomplish the Job

This is the first point where cost enters into the process. As part of the submittals, the firms are requested to submit an initial fee estimate based on the project task description included in the Request for Qualifications.

Continued to next page

BACKGROUND / JUSTIFICATION

These are submitted to the Finance Department in a sealed envelope and remain in the custody of the Finance Director until the “best qualified” firm has been selected. Upon selection of the best qualified firm, their envelope is opened and the estimated fee is reviewed by staff along with their man hour breakdown to determine if it is appropriate for the services to be provided. This is in accordance with the opinion of the Missouri Attorney General which states:

It is the opinion of this office that the proposed price or cost of services not be considered in determining pursuant to Section 8.289 RSMo 1986, which architectural or engineering firms are the most highly qualified, but proposed price or cost is considered at the time of contract pursuant to Section 8.291

Step 7 Contract Negotiation

After the review of the initial fee proposal is completed, staff meets with the selected firm to finalize the scope of services, fee and if necessary discuss any potential reduction in the scope that can still meet both the project objectives and budget.

Discussion

Five (5) firms submitted a response to our Request for Qualifications; Bartlett & West; CFS Engineers; SE3; Shafer, Kline & Warren; and Renaissance Infrastructure Consulting. Staff reviewed the responses and, determined Renaissance Infrastructure Consulting was the firm best qualified for this project.

As discussed above, one of the steps in the QBS process is to determine if the proposed fee is appropriate for the scope of services to be provided. The American Society of Civil Engineers and Consulting Engineers Council of Missouri provides guidance for determining fair and reasonable fees. The following table shows expected percentages for cost based on the value of the project.

Task	Range(%)	RIC (%)*	Fee
Prepare Plans and Specifications	5.0-7.0	3.3	\$23,350
Total	5.0-7.0	3.3	\$23,350

*Based on a preliminary cost estimate of \$700,000.

Based on this information, it is staff’s opinion that the fee submitted by Renaissance Infrastructure Consulting is fair and reasonable for the services to be provided.

Recommendation

It is staff’s recommendation that the contract for the design services for the Foxwood Drive Extension - Design Project be awarded to Renaissance Infrastructure Consulting in an amount not to exceed \$23,350.00

BILL 3216

ORDINANCE

“AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH RENAISSANCE INFRASTRUCTURE CONSULTING FOR THE FOXRIDGE DRIVE EXTENSION - DESIGN PROJECT, CITY PROJECT NUMBER 16-249-301, IN THE AMOUNT OF \$23,350.00 AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS.”

WHEREAS, the Foxridge Drive Extension - Design project was included in the 2017 capital budget; and

WHEREAS, the City Council finds the improvements are necessary and finds it to be in the best interest of public health, safety, and welfare; and

WHEREAS, bids for this project were received on September 1, 2016; and

WHEREAS, Renaissance Infrastructure Consulting has been determined to be the best bidder.

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

Section 1. The Mayor is hereby directed and authorized to enter into a negotiated contract in the amount of \$23,350.00 with Renaissance Infrastructure Consulting, for the Foxridge Drive Extension - Design project.

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

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

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

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

DULY READ THE FIRST TIME THIS 14TH DAY OF NOVEMBER, 2016.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 28TH DAY OF NOVEMBER, 2016 BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Barber
Councilmember Burke III
Councilmember Holman
Councilmember Hubach
Councilmember Kellogg
Councilmember Moorhead
Councilmember Seimears

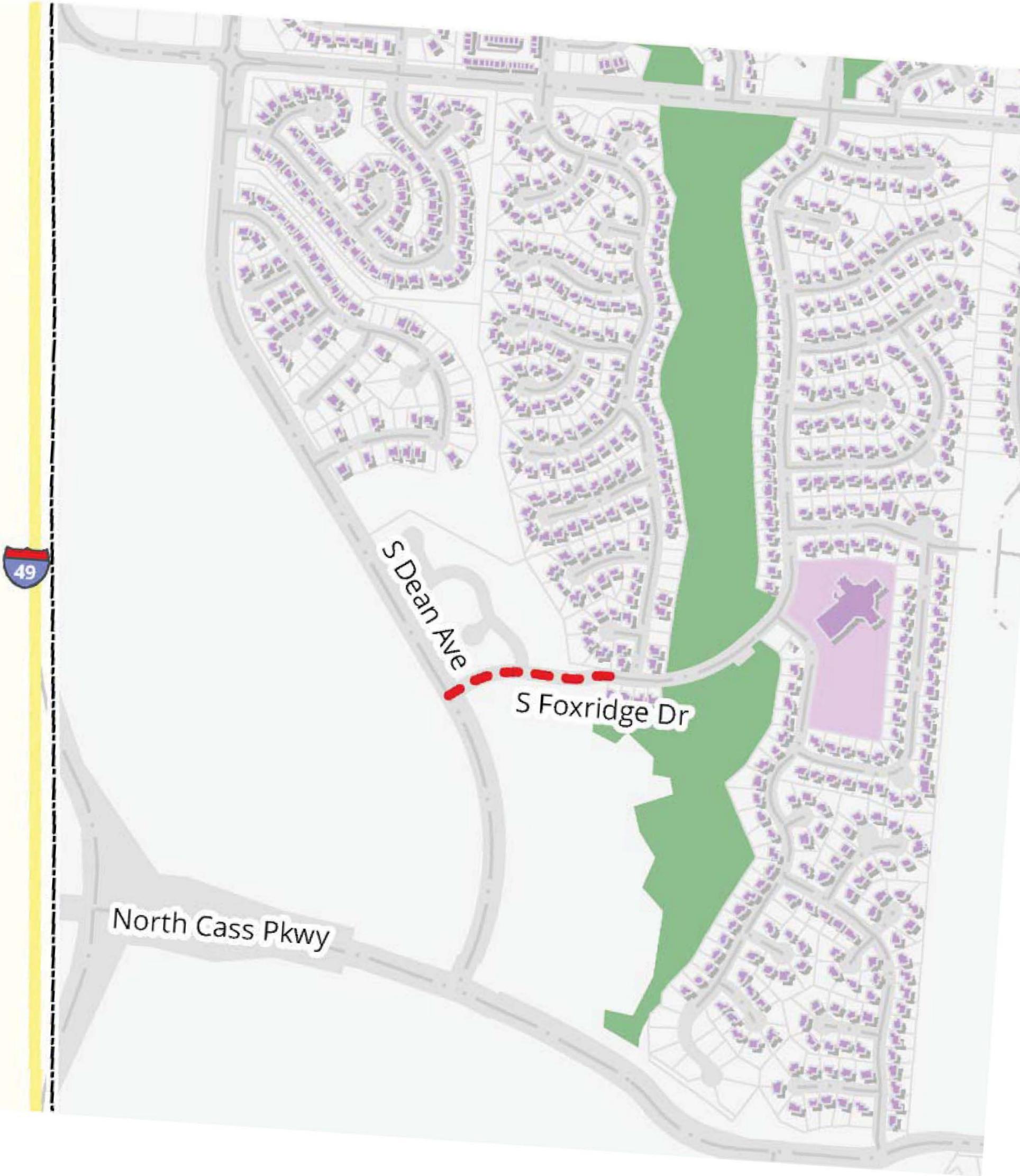
ATTEST:

APPROVE:

Jean Woerner, City Clerk

Kristofer P Turnbow, Mayor

Date of Signature





CONTRACT FOR PROFESSIONAL SERVICES

FOR PROVISION OF SERVICES FOR FOXRIDGE DRIVE EXTENSION DESIGN

Agreement made this November 28, 2016 between Renaissance Infrastructure Consulting, an entity organized and existing under the laws of the State of Missouri, with its principal office located at 5015 NW Canal Street, Suite 100, Riverside, MO 64150, hereafter referred to as the **Consultant**, and The City of Raymore, Missouri, a Charter City organized and existing under the laws of the State of Missouri, with its principal office located at 100 Municipal Circle, Raymore, Missouri, hereafter referred to as the **City**.

This contract and applicable attachments represent the entire understanding and agreement between the parties and no oral, implied, alterations or variations to the contract will be binding on the parties, except to the extent that they are in writing and signed by the parties hereto. This contract shall be binding upon the heirs, successors, administrators, executors and assigns of the parties hereto.

In the event there are any inconsistencies in the provisions of this contract and those contained in the proposal they will be resolved in accordance with the terms of this contract.

This contract is effective as of November 28, 2016 and coincidental with the Mayor's signature and attestation by the City Clerk and shall remain in effect as described within the attachments.

ARTICLE I THE WORK

Consultant agrees to perform all work and provide all deliverables as specified in and according to the Request for Qualifications/Quote RFQu #16-249-301 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. Consultant agrees to provide all labor, materials, tools, permits, and/or professional services and perform the contracted work in accordance with all specifications, terms and conditions as set forth within RFQu #16-249-301 including insurance and termination clauses as needed or required. The work as specified in Appendix A, may commence upon the signing of this contract and scheduling and approval of the City.

ARTICLE II TIME OF COMMENCEMENT AND COMPLETION

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

ARTICLE III CONTRACT SUM AND PAYMENT

The City agrees to pay the Consultant, \$23,350.00 which is "not to exceed" Twenty Three Thousand Three Hundred Fifty dollars for completion of the work, subject to the provisions herein set.

ARTICLE IV CONTRACT PAYMENT

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

The Consultant shall provide the City with monthly billings for progress payments as the work is completed. Payment will constitute full and complete payment as per individual invoice and within thirty (30) days of completion and acceptance of Consultant's work. The City will be the sole judge as to the sufficiency of the work performed.

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

Lien waivers shall be provided, as applicable, to the City with each progress billing/monthly invoice, for that portion of completed work. Full release lien waivers from all vendors, suppliers and sub-Consultants shall be provided to the City prior to final payment of retainage, as applicable.

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

ARTICLE V INSURANCE REQUIREMENTS

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

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

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

ARTICLE VI RESPONSIBILITIES

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

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

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

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

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

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

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

ARTICLE VII TERMINATION OF AGREEMENT

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

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

ARTICLE VIII ARBITRATION

In case of a dispute, the Consultant and the City shall each appoint a representative, who, together, shall select a third party to arbitrate the issue. Resolution of the issue will be binding upon both parties. Arbitration must be mutually agreed upon by both parties prior to being undertaken.

ARTICLE IX WARRANTY

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

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

ARTICLE X AFFIDAVIT of WORK AUTHORIZATION

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

connection with the services requested herein by

* submitting the attached AFFIDAVIT OF WORK AUTHORIZATION and

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

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

ARTICLE XI
ENTIRE AGREEMENT

The parties agree that this constitutes the entire agreement and there are no further items or provisions, either oral or otherwise. Consultant agrees that it has not relied upon any representations of Consultant as to prospective performance of the goods, but has relied upon its own inspection and investigation of the subject matter.

The parties have executed this agreement at The City of Raymore the day and year first above written.

IN WITNESS WHEREOF, the parties hereunto have executed two (2) counterparts of this agreement the day and year first written above.

(SEAL)

THE CITY OF RAYMORE, MISSOURI

By: _____
Kristofer P. Turnbow, Mayor

Attest: _____
Jean Woerner, City Clerk

(SEAL)

RENAISSANCE INFRASTRUCTURE CONSULTING

By: _____

Title: _____

Attest: _____

Appendix A

Scope of Services

Preliminary Design Phase

- Field verification of proposed alignment
- Survey site
- Identify utility conflicts
- Subsurface investigation with sufficient cross sections to determine, within reasonable time limits, the amount of usable material and the amount of off-site fill needed to successfully construct the improvements
- Preparation of a Design Memorandum and initial cost estimate
- Attend periodic meetings with City Staff
- Grade determination for Foxridge Drive Extension and tie-ins
- Preparation of Preliminary Plans and Specifications with an updated opinion of probable cost
- Attend a meeting with the affected property owner(s) and the City to present the preliminary design

Final Phase

- Detailed storm drainage analysis and BMP analysis
- Preparation of Final Plans, Specifications, and SWPPP
- Preparation of detailed cost estimate based on final plans
- Preparation of legal description and exhibits for required easements and right-of-way
- Attend periodic meetings with City Staff
- Attend public meeting with Raymore City Council to present the project design.

Appendix B General Terms and Conditions

A. Procedures

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

B. Contract Period

Award of this contract is anticipated prior to the end of September, with final design and bid specifications completed within 90 days.

C. Insurance

The Consultant 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 Consultant, its agents, representatives, employees or sub consultants. The City of Raymore shall be named as an additional insured under such insurance contracts (except for Worker's Compensation coverage). A Certificate of Insurance will be required within ten calendar days from the date of receipt of the Notice of Award. Claims made on policies must be enforce or that coverage purchased for three (3) years after contract completion date.

1. General Liability

Owners and Protective Liability.

Minimum Limits

General Liability:

\$2,000,000 Each Occurrence Limit

D. Hold Harmless Clause

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

E. Exemption from Taxes

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

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

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

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

G. *Invoicing and Payment*

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

H. *Cancellation*

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

I. *Contractual Disputes*

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

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

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

J. *Severability*

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

K. *Applicable Laws*

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

L. *Drug/Crime Free Work Place*

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

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

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

M. *Inspection*

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

N. *No Escalation of Fees*

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

O. *Permits*

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

P. Release of Information

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

Q. Rejection of Bids

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

R. Affidavit of Work Authorization and Documentation:

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

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

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

Warger Associates, LLC
1617 Swift
North Kansas City, Missouri 64116
816-769-6132

August 31, 2016

RE: RFQu# 16-249-301
Foxridge Drive Extension Design
Raymore, Missouri

Lim Quade
Purchasing Specialist
City of Raymore
100 Municipal Circle
Raymore, Missouri 64083

Dear Ms. Quade:

Warger associates LLC is proud to submit our qualifications for the above referenced project in Raymore Missouri. Warger Associates has a long history of work in the city of Raymore and the surrounding area. Our staff is dedicated to providing a complete and economical service related to professional civil engineering services.

Warger Associates LLC was established in July of 2010 and has been offering Professional Engineering Services since inception to municipal and private clients.

The following is included in this submittal:

- Company Information
- Qualification Forms A-C
- E-Verify Document

If you have any further questions, or if we can be of any assistance, please don't hesitate to contact us.

For the Firm;



Steven M. Warger P.E.

Tax Incentive Projects

Tremont Transportation Development District (NW 64th Street and I-29)

Warger Associates has been involved in the Tremont Square Transportation Development District (Tremont TDD) since the beginning stages of discussion with the neighboring property owners and the City of Kansas City, Missouri. This project came together based on the need to make improvements to an interchange at NW 64th Street and I-29. The interchange causes traffic to back up onto the interstate in peak traffic hours, which interested parties are trying to improve. The improvements involve several properties to the west of the interchange. The ultimate goal is to relocate the outer road to the west, north, and south of Highway 45 through developed and undeveloped areas to provide for the relocation of the ramps and the elimination of a signal. The road to the south will extend about 2000 feet to a proposed roundabout, with a new roadway continuing southeast and connecting with the existing outer road. The connection aligns through an undeveloped parcel of ground.

The City of Kansas City, Missouri engaged Warger Associates, LLC to design the preliminary and final plans for the southerly road connection and roundabout to the existing outer road. Final plans were also developed for the proposed right in/right out into the existing shopping center on the south. A detention basin was required to be relocated as a result of the new connection and that final design was also prepared. This work included the roundabout, street improvements for about 2000 feet of street, an enclosed drainage system, sanitary sewer improvements, waterline extension, street lights, striping, and street trees. The street alignment and the related grading were required to allow for future development and economic growth. Layouts of potential retail, office, and hotel site was included. The total construction cost is estimated at 4.3 million dollars.

Belton-Cass Regional Transportation Development District

Warger Associates has been involved since the initial concept of pursuing this method of funding for the Markey Parkway extension and the continuation of Mullen Road to the south connecting with the North Cass interchange. Our services included maps, legal descriptions, and obtaining areas related to different property ownership. We were engaged to determine the preliminary cost estimates for the roadway project broken down in phases. Descriptions of the work to be done in both phases were also included. We were involved in several meetings and worked with our clients to developed workable solutions for the roadway related to the adjoining development.

Warger Associates believes that it is important to work with the neighboring stakeholders to provide a "mesh" to the projects. Neighboring properties to this project are

Warger Associates, LLC.

Firm Qualifications

undeveloped. Plans have been prepared for a new Menards near the northern portion of this improvement as part of an overall 40 acre tract. Layouts have also been prepared for the 30 acre tract across the creek and at the terminus point of this phase of the project connecting with Mullen road. It is important that the engineer be cognizant of the development and potential of the neighboring properties but also keep in mind the importance of the proper infrastructure and its effect on the longevity of the City's economic sustainability.

Crackerneck Place Community Improvement District (I-470 and 40 Highway Independence Missouri)

This development is a ten acre site at the northwest quadrant of I-470 and 40 Highway in Independence, Missouri. This site is a commercial site just east of the existing Bass Pro Site. Warger Associates designed and detailed plans for the storm sewer trunk system to the northerly detention basin, water main extensions and coordinated the Alta Survey and platting of the property.

Mr. Warger provided design that would allow for the reduction in the flood plain area and submitted said information as a LOMR-F to FEMA, gaining approval for the revision. This area was used for detention and more buildable area for the development. Estimated construction cost is 2.8 million dollars.

I-70 and Little Blue Parkway Tax Increment Financing (Independence Missouri)

Two projects that Warger Associates worked on were incorporated into this regional TIF sponsored by the City of Independence. One of the sites was Crackerneck Place which is currently under a CID. Work was also done on the proposed Menards store and 50 acre tract located in the northeast quadrant of I-70 and Little Blue Parkway. This project included construction plans for the mass grading of the entire site including removing material from the MoDOT right of way. Plans for sanitary sewer were prepared for submittal to the Little Blue Valley Sewer District. Estimated construction cost was 4.2 million dollars.

Hydrology and Hydraulics

Federal Emergency Management Agency (FEMA)

Warger Associates and Mr. Steve Warger have been involved in several projects that require submittals. These include LOMR/CLOMR and CLOMR-F, No Rise Certificates and related 404 permits to the Corp of Engineers. The following are a few of examples of our work history.

Warger Associates, LLC.

Firm Qualifications

Custom Truck and Equipment - Winner Road and Smalley Avenue - Kansas City, Mo.

Warger Associates was retained for this site development which included two buildings, parking lots, grading and utility extensions. The site of one of the buildings was on the overbank of the Little Blue River and within the 100 year flood plain. It was the clients desire to construct the building on fill that would raise the finished floor above the 100 year flood plain and eliminated flood proofing the building. Extensive hydraulic calculations were performed for the site and a Conditional Letter of Map Revision (CLOMR) submitted to FEMA for the site. This review was completed within 90 days and a conditional permit was granted. After completion of the building the area was as built and the Letter of Map Revision (LOMR) was submitted and the subsequent approvals received. A 404 permit was also received from the Army Corp of Engineers for the site as well as approval from the Kansas City Missouri Flood Plain Manager.

Creekmoor Subdivision - Raymore, Missouri

New mapping was proposed by FEMA for the City of Raymore and during the comment period Warger Associates provided both the City and FEMA with information related to the new flood plain boundaries within the subdivision to assist in establishing the revised 100 year flood plain. Flood models related to the new lake and grading done for the subdivision was included in the calculations sent to FEMA for review. Mapping and survey information was also part of the submittal.

Good Ranch Subdivision - Raymore, Missouri

Proposed revised mapping by FEMA showed neighborhood being affected more than what previous maps had shown related to the 100 year flood plain. Warger Associates was hired to provide FEMA with updated survey and hydrological information related to the design that had been done on adjoining subdivision plats. This information was shared with the City and some of the adjoining neighbors to assist in evaluating the flood insurance requirements for adjoining properties.

Flight of the Quail Subdivision - Kearney, Missouri

This property located in Kearney, Missouri was also affected by the remapping done by FEMA. Warger Associates was engaged by the property owner to review the existing information at the City offices and work with the city officials to submit a request to FEMA related to the change in the mapping. Our review uncovered that a bridge that was replaced had not been remodeled in the study reflecting the new structure and the effects on the flood plain reversions. Information was submitted to the city for use in their appeal of the FEMA mapping.

“No Rise” Certification

- Park College Parking Lot Improvements Parkville Missouri
- English Landing Park Improvements Parkville Missouri

Bridge Studies

Hydraulic Engineer Center River Analysis System (HEC-RAS)

Mr. Warger’s previous experience includes design and analysis of structures crossing waterways from Creeks to the Missouri River. The studies are normally modeled using a HEC-RAS program developed by the Corps of Engineers. His experience includes reinforced box culverts up to multiple span bridge river crossings. Listed are a few of his previous projects.

- County Road - BRO Bridge projects. Numerous counties throughout the state of Missouri including Cass, Jackson, Clay, and Platte.
- Hubach Hill Road and North Cass Parkway - Raymore, Missouri
- South Foxridge Extension - Raymore, Missouri
- Chateau River Bridge - Kansas City, Missouri
- 291 River Bridge - Kansas City, Missouri
- Branson Landing Bridge over Roark Creek - Branson, Missouri
- 50/63 Highway Bridges - Jefferson City, Missouri

Private Development Projects - Commercial

Warger Associates has provided engineering services on several projects throughout the metropolitan area. These projects range in size from small development parking lot expansions to 50-acre commercial sites. These developments include a range of engineering services. Services include grading, streets, storm sewer, sanitary sewer, detention, erosion and sedimentation control, water main extensions, and traffic control. Selected projects are highlighted below.

- Menards Development, Belton Missouri
- Menards Development- Independence, Missouri
- Custom Truck and Equipment - Winner Road and Smalley Avenue - Kansas City Missouri

Private Development Sites - Residential

Warger Associates, LLC.

Firm Qualifications

Mr. Warger's 27 years in the private development plan production throughout the greater Kansas City area has allowed him to provide services to many private developers for residential sites. The following are a few of the projects that were designed and approved in recent years.

Ceekmoor Subdivision - Raymore, Missouri

Edgewater 2nd through 5th Plat

High Point Subdivision 1st through 3rd Plat

Overland Ridge Subdivision - Kansas City, Missouri - Julian Development

Forest Ridge Subdivision - Kansas City, Missouri - Julian Development

Chapel Ridge Subdivision Platte County, Missouri – Brian Mertz

Availability

Warger Associates has the staffing capability to meet the city's time frame for bidding the project. It is anticipated that the 404 permit will be applied for first and as that process is continued the plans and specifications will be completed and reviewed.

History of Budget and Schedule

The firm works with both municipal and private client. In both cases schedule and budget is important. Private clients are particularly demanding because every day interest is accrued on the loans. We pride ourselves on getting projects done on time and meeting submittal schedules. Our estimates are used for loan purposes so they need to be accurate but on the conservative side.

Many of our clients are impressed with our cost budget accuracy and the fact that we have minimal change orders and normally change orders are result scope modifications.

Qualifications of Assigned Staff

Mr. Steve Warger P.E. will head the staff of associates in designing the roadway and related structures. His experience includes extensive background in structures, hydraulics and roadway/street design. A local example of his experience is the design and detail of plans for the North Foxridge road through the Creekmoor Subdivision. Mr. Warger is also familiar with Corps of engineers and FEMA regulations related to stream and river crossings and Flood Plain determinations. A resume is attached



STEVEN M. WARGER, P.E. - PROJECT MANAGER

BACKGROUND

Mr. Warger serves as Senior Design Engineer and Project Manager on civil and transportation projects. He has over 34 years of civil engineering experience. His previous experience includes head of the civil engineering department for a larger cooperate firm for over 20 years and serving as the City Engineer for a community of 25,000.

Mr. Warger established Warger Associates in July of 2010 and has been Project Manager of the Site Development and general civil projects for the company. His duties include design and construction of public works plans for streets, sanitary and storm sewer, and other water main extensions for residential and commercial developments. This experience also includes grading, erosion, and sedimentation control as well as hydrology & hydraulics related to FEMA flood plains and map revisions. The firm also offers design of walls, gravity and reinforced, small bridge structures and reinforced concrete box culverts.

Mr. Warger also provides client representation at government meetings such as Planning & Zoning, City Council and the Missouri Department of Transportation. This process has been highly successful in acquiring favorable decisions for our clients. His duties also include supervision of traffic studies, highway improvements and construction inspections.

DESIGN EXPERIENCE

- Streets and Utilities for over 50 Subdivisions
- Gravity and Quarry Stone retaining walls
- Hydrology and hydraulics for streams/ivers and FEMA submittals
- Creekmoor Subdivision, Raymore
- Good Ranch, Raymore
- Scott Avenue/East Creek Drainage Improvements, Belton, Missouri
- Highway 13 Bridges and Roadway (11 miles), Clinton, Missouri
- Route 291 Missouri River Bridge, Jackson County, Missouri
- Chouteau Missouri River Bridge and Roadway, Kansas City, Missouri
- Branson Landing Roundabout, Branson, Missouri

PERSONAL INFORMATION

EDUCATION:

- B.S. in Civil Engineering, 1979
University of Missouri-Rolla

REGISTRATION:

- MO, KS

MEMBERSHIPS:

- American Public Works Association
- American Society of Civil Engineers
- Engineer's Club of Kansas City
- Missouri Floodplain & Stormwater Managers Association

SPECIALTIES:

SPECIALTIES:

- Project Management
- Bridges, Streets & Highways
- Site Development
- Storm Drainage and Detention
- Sanitary Sewer Systems
- Water Distribution
- Erosion and Sedimentation Control
- Permit Application
- Hydraulic Studies and Scour Studies
- Field Surveys
- Construction Supervision/Inspection
- Complex Bridge Geometrics
- Technical Reports
- Condition Inspection of Bridges and Structure (includes Fracture Critical)

STEVEN M. WARGER, P.E. - MUNICIPAL ENGINEERING PROJECTS

Design and plans for public works improvements on streets, storm sewers, sanitary sewers, and water mains have included projects for:

CITY OF RAYMORE, MISSOURI

- Alexander Creek 1st, 2nd, 3rd & 4th Plat
- Chateau Place
- Creekmoor
 - Boat Ramp
 - Cart Storage
 - Club House
 - Creekmoor School
 - Edgewater Villas 1st Plat
 - Golf Course Drainage
- Maintenance Shed
- Maintenance Shed
- Southern Hills 1st & 2nd Plat
- Village at Southern Hills
- Westbrook 2nd, 3rd, 4th, 5th, 6th & 7th Plat
- Westbrook Villas 2nd & 3rd Plat
- Knoll Creek Estates Preliminary Plat
- Remington Preliminary Plat & 7th Plat
- Town Center
- Ward Park Place 1st, 2nd & 3rd Plat

CITY OF BELTON, MISSOURI

- Menards
- Neff Lake
- Paradise car Wash
- Robie Estates
- South Scott Street & Drainage Improvements

CITY OF GRANDVIEW, MISSOURI

- Garrison Auto
- Paradise Car Wash

CITY OF LEE'S SUMMIT, MISSOURI

- Belmont Estates
- Stoney Creek
- The Exchange

CITY OF RAYTOWN, MISSOURI

- Flynn Disposal
- Southview Village

CITY OF KANSAS CITY, MISSOURI

- Arnold Acres Wood Heights
- Boardwalk Village
- Brenner's Ridge
- Bridge Pointe
- Fast Lane Car Wash
- Highland Park
- Jamestown Villas
- Jiffy Lube
- Overland Ridge 1st Plat
- The Willows
- Townsend Circle 2nd Plat
- Tremont
- Wild Wood West 3rd, 4th, 5th & 6th Plat
- Windtree 1st, 2nd & 3rd Plat

CITY OF KEARNEY, MISSOURI

- Hills of Westwood 2nd & 3rd Plat
- James Point
- Kearney West
- Kearney Senior Apartments
- Oakwood Estates 1st & 2nd Plat
- Oakwood Estates 1st & 2nd Plat
- Regency Park
- Village of Westwoods 2nd, 3rd & 4th Plat

STEVEN M. WARGER, P.E. - MUNICIPAL ENGINEERING PROJECTS (continued)

CITY OF LIBERTY, MISSOURI

- Blackberry
- Camelot
- Canterbury
- Channel Improvements at Marilyn Avenue
- Claywoods
- Community Center/Middle School
- Deer Valley
- Liberty Landing
- Liberty School District
 - Bus Barn Parking Lot Improvements
 - Construction Observation and Surveys
 - Ridgeview Elementary School
- Newton Ridge
- One Havens Place
- One Havens Place
- Richfield Road Bridge
- Sanitary Sewer Improvements North of Nashua Road
- Town & Country
- Water Lines at 291 Highway and Forrest Street
- Wellington Park 6th Plat
- White Tail Pond 2nd, 3rd & 4th Plat
- Wither's Road Southbound Lanes
- Wellington Park
- Withersfield 4th Plat
- Wynbrick

CITY OF PARKVILLE, MISSOURI

- Engineering Consultant Services
- Farley State Bank
- Park College Soccer Field
- Parkville Market Place
- Platte Valley Bank
- Please Stop
- River Hills Estates 1st, 2nd, & 3rd Plat
- Sahara Parkville Riverboat

CITY OF RIVERSIDE, MISSOURI

- 1995 Street Projects
- Briarcliff Hills
- Park River Building

CITY OF RICHMOND, MISSOURI

- Meadow Valley

ACTING CITY ENGINEER EXPERIENCE

- City of Gladstone
- City of Parkville
- Platte County
- Village of Oakview

QUALIFICATION FORM A
16-249-301

PROPOSAL VALIDITY AND COMMITMENT TO SIGN AGREEMENTS

I (authorized agent) STEVEN M WARGER having authority to act on behalf of (Company name) WARGER ASSOCIATES LLC do hereby acknowledge that (Company name) WARGER ASSOCIATES 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: WARGER Associates LLC

ADDRESS: 6127 NW Pine Ridge Circle
Street

ADDRESS: PARKVILLE MO 64152
City State Zip

PHONE: 816-769-6132

E-MAIL: STEVE@WARGERASSOCIATES.COM

DATE: 8/27/16 Steven M Warger owner
(Month-Day-Year) Signature of Officer/Title

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

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

Check One:

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

QUALIFICATION FORM B
16-249-301

DISCLOSURES

The Consultant submitting this RFQ 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 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 RFQu, 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's 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 Consultant 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 were 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.

QUALIFICATION FORM C
 16-249-301

EXPERIENCE / REFERENCES

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
- Telephone Number
- Project Name, Amount and Date completed

*Please list any Municipalities that you have done work for in the past 48 months.

COMPANY NAME	COOPER LAND DEVELOPMENT
ADDRESS	305 TOWN COR W Bella VISTA AR
CONTACT PERSON	ERNIE DEATON
PHONE NUMBER	479-855-3776
PROJECT, AMOUNT AND DATE COMPLETED	Edgewater 5TH 37,000 8/15

COMPANY NAME	CITY of KANSAS CITY Missouri
ADDRESS	414 E 12TH ST KANSAS CITY MO 64106
CONTACT PERSON	WES MULLER
PHONE NUMBER	816 587 4039
PROJECT, AMOUNT AND DATE COMPLETED	114,000 still progressing 9/29/16

COMPANY NAME	Chapel Ridge PARTNERS LLC
ADDRESS	7607 NW JOHN ANDERS RD
	KC MO 64152
CONTACT PERSON	BRIAN MERTZ
PHONE NUMBER	816 416 9016
PROJECT, AMOUNT AND DATE COMPLETED	135,000 Chapel Ridge 7/16

COMPANY NAME	JULIAN Development
ADDRESS	15521 W 110TH ST
	LENEXA KS 66219
CONTACT PERSON	DON JULIAN
PHONE NUMBER	913-894-6300
PROJECT, AMOUNT AND DATE COMPLETED	Overland Ridge 2 ND , 36K 9/15

COMPANY NAME	EMPORIA Development
ADDRESS	P.O. Box 533
	Belton Mo
CONTACT PERSON	MICHE NEIGHBORS
PHONE NUMBER	816-686-7449
PROJECT, AMOUNT AND DATE COMPLETED	EMPORIA FARMHOUSES 135K 4/16

State the number of Years in Business: 4

State the current number of personnel on staff: 1 Employee 4 CONTRACT

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 STEVEN M WARGER who, being duly sworn, states on his oath or affirmation as follows:

Name/Consultant: STEVEN M WARGER

Company: WARGER ASSOCIATES LLC

Address: 6127 NW POVE Ridge Circle PARKVILLE MO 64152

- 1 I am of sound mind and capable of making this Affidavit, and am personally acquainted with the facts stated herein.
- 2 Consultant 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 #16-249-301
- 3 Consultant 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 Consultant's enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

(Company Name) WARGER ASSOCIATES LLC

Steven Warger
Signature

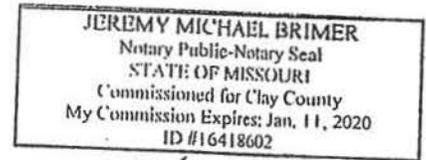
Name: STEVEN M WARGER

Title: OWNER

Subscribed and sworn to before me this 31st day of August, 2016.

STATE OF Missouri COUNTY OF Clay

Notary Public: Jeremy Michael Brimer



My Commission Expires: January 11, 2020

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



Company ID Number: 380800

The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the E-Verify Employer Agent and DHS respectively. If you have any questions, contact E-Verify at 1-888-464-4218.

Approved by:

Employer Warger Associates L.L.C.	
Steven Warger	
Name (Please Type or Print)	Title
<i>Electronically Signed</i>	12/23/2010
Signature	Date
Department of Homeland Security – Verification Division	
USCIS Verification Division	
Name (Please Type or Print)	Title
<i>Electronically Signed</i>	12/23/2010
Signature	Date

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name:	Warger Associates L.L.C.
Company Facility Address:	3127 N W Pine Ridge Circle
	Parkville, MO 64152
Company Alternate Address:	



Company ID Number: 380800

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING FOR E-VERIFY EMPLOYER AGENTS

ARTICLE I

PURPOSE AND AUTHORITY

The parties to this Agreement are the Department of Homeland Security (DHS), and **Warger Associates L.L.C.** (E-Verify Employer Agent). The purpose of this Agreement is to set forth terms by which SSA and DHS will provide information to **Warger Associates L.L.C.** (E-Verify Employer Agent) on behalf of the E-Verify Employer Agent's client (the Employer). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, SSA, the Employer, and the E-Verify Employer Agent. References to the Employer include the E-Verify Employer Agent when acting on behalf of the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts or to verify the entire workforce if the contractor so chooses.

The Employer is not a party to this MOU. The E-Verify program requires an initial agreement between DHS and the E-Verify Employer Agent as part of the enrollment process. After agreeing to the MOU as set forth herein, completing the tutorial, and obtaining access to E-Verify as a E-Verify Employer Agent, the E-Verify Employer Agent will be given an opportunity to add a client once logged into E-Verify. All parties, including the Employer, will then be required to sign and submit a new MOU. The responsibilities of the parties remain the same in each MOU.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor with the FAR E-Verify clause") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer (through the E-Verify Employer Agent) with available information that will allow the Employer to confirm the accuracy of Social Security Numbers

QUOTE FORM D

Fee

Cost, complete to provide professional services as outlined in RFQu # 16-249-301.

Total Cost:

\$ 23,350⁰⁰

Please submit 'Quote Form D' in a separate sealed envelope labeled:

Form D - Quote
RFQu: 16-249-301
Foxridge Drive Extension Design
Firm Name



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: November 14, 2016

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 3221
Staff is requesting Council award of contract to Wilson & Company for the On-Call Outdoor Lighting Design Services

FINANCIAL IMPACT

Award To: Wilson & Company
Amount of Request/Contract:
Amount Budgeted: \$148,000
Funding Source/Account#: Capital Improvement Fund (45)

PROJECT TIMELINE

Estimated Start Date

Estimated End Date

STAFF RECOMMENDATION

Award contract to Wilson & Company

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:

Date:

Action/Vote:

LIST OF REFERENCE DOCUMENTS ATTACHED

Bill 3221
Contract

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

As part of the takeover of the Street light system from KCPL, the City is now responsible for the design of street light installation along existing roadways. The purpose of this contract is to provide for these design services on an on-call basis with a task agreement being presented to Council based on the scope of services to be provided.

In accordance with the City of Raymore Purchasing Policy and State Statutes, the City of Raymore utilizes a Qualification Based Selection (QBS) Process for the procurement of Professional Services. The steps in the QBS process are summarized below.

Step 1 Qualifications Request

A request is sent to firms asking for information directly related to the project requirements and the qualifications and capability of the firm.

Step 2 Submittal of Qualifications

Firms submit a written statement of their qualifications and capabilities to meet the project objectives.

Step 3 Agency Review

The purpose of this review is to identify firms that possess the best qualifications for the project. This is commonly referred to as a "Short List".

Step 4 Selection of "the best qualified" firm

The selected firms are invited to make a formal presentation to staff which typically includes a discussion of the firm's capabilities, project approach and any other items the firm wishes to present. These are typically one hour in length with the last 15 minutes being reserved for questions and answers. The purpose of these presentations is to provide an opportunity to meet the project team face to face and see how members work together, respond to questions and interact with City Staff.

Discussion

Two (2) firms submitted a response to our Request for Qualifications; Custom Engineering and Wilson & Company. Staff reviewed the responses and, determined Wilson & Company was the firm best qualified for this project.

Recommendation

It is staff's recommendation that the contract for the On-Call Outdoor Lighting Design services be awarded to Wilson & Company.

BILL 3221

ORDINANCE

“AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE MAYOR TO ENTER INTO A GUARANTEED PRICING CONTRACT WITH WILSON & COMPANY TO PROVIDE ON-CALL OUTDOOR LIGHTING DESIGN SERVICES.”

WHEREAS, the City has occasional needs for Outdoor Lighting Design services, and;

WHEREAS, the staff publicly advertised for a Request for Qualifications for an On-Call Outdoor Lighting Design Services firm, and:

WHEREAS, Wilson & Company has been determined to be the best bidder.

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

Section 1. The Mayor is hereby directed and authorized to enter into a contract with Wilson & Company to provide On-Call Outdoor Lighting Design Services.

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

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 14TH DAY OF NOVEMBER 2016.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 28TH DAY OF NOVEMBER 2016 BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Barber
Councilmember Burke III
Councilmember Holman
Councilmember Hubach
Councilmember Kellogg
Councilmember Moorhead
Councilmember Seimears

ATTEST:

APPROVE:

Jean Woerner, City Clerk

Kristofer P Turnbow, Mayor

Date of Signature



CONTRACT FOR PROFESSIONAL SERVICES

On-Call Outdoor Lighting Design

AGREEMENT FOR PROVISION OF THE FOLLOWING SERVICES

Agreement made this 28th day November, 2016 between Wilson & Company, an entity organized and existing under the laws of the State of Missouri, with its principal office located at 800 East 101st Terrace, Suite 200, Kansas City, MO 64131, hereafter referred to as the **Consultant**, and The City of Raymore, Missouri, a Charter City organized and existing under the laws of the State of Missouri, with its principal office located at 100 Municipal Circle, Raymore, Missouri, hereafter referred to as the **City**.

This contract and applicable attachments represent the entire understanding and agreement between the parties and no oral, implied, alterations or variations to the contract will be binding on the parties, except to the extent that they are in writing and signed by the parties hereto. This contract shall be binding upon the heirs, successors, administrators, executors and assigns of the parties hereto.

In the event there are any inconsistencies in the provisions of this contract and those contained in the proposal they will be resolved in accordance with the terms of this contract.

This contract is effective as of November 28, 2016 and coincidental with the Mayor's signature and attestation by the City Clerk and shall remain in effect as described within the attachments.

ARTICLE I THE WORK

Consultant agrees to perform all work and provide all deliverables as specified in and according to the Request for Qualifications/Quote RFQu #16-246-301 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. Consultant agrees to provide all labor, materials, tools, permits, and/or professional services and perform the contracted work in accordance with all specifications, terms and conditions as set forth within RFQu # 16-246-301 including insurance and termination clauses as needed or required. The work as specified in Appendix A, may commence upon the signing of this contract and scheduling and approval of the City.

ARTICLE II TIME OF COMMENCEMENT AND COMPLETION

Contractor agrees to perform Street Light Electrical Design as prescribed in the RFQ document. This contract is for services provided in a one year period beginning December 1, 2016 and ending November 30, 2017. 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 Firm according to fee schedule with no fee increases for the first year.

ARTICLE IV CONTRACT PAYMENT

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

The Consultant shall provide the City with monthly billings for progress payments as the work is completed. Payment will constitute full and complete payment as per individual invoice and within thirty (30) days of completion and acceptance of Consultant's work. The City will be the sole judge as to the sufficiency of the work performed.

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

Lien waivers shall be provided, as applicable, to the City with each progress billing/monthly invoice, for that portion of completed work. Full release lien waivers from all vendors, suppliers and sub-Consultants shall be provided to the City prior to final payment of retainage, as applicable.

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

ARTICLE V INSURANCE REQUIREMENTS

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

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

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

ARTICLE VI RESPONSIBILITIES

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

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

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

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

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

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

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

ARTICLE VII TERMINATION OF AGREEMENT

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

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

ARTICLE VIII ARBITRATION

In case of a dispute, the Consultant and the City shall each appoint a representative, who, together, shall select a third party to arbitrate the issue. Resolution of the issue will be binding upon both parties. Arbitration must be mutually agreed upon by both parties prior to being undertaken.

ARTICLE IX WARRANTY

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

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

ARTICLE X AFFIDAVIT of WORK AUTHORIZATION

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

* submitting the attached AFFIDAVIT OF WORK AUTHORIZATION and

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

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

ARTICLE XI
ENTIRE AGREEMENT

The parties agree that this constitutes the entire agreement and there are no further items or provisions, either oral or otherwise. Consultant agrees that it has not relied upon any representations of Consultant as to prospective performance of the goods, but has relied upon its own inspection and investigation of the subject matter.

The parties have executed this agreement at The City of Raymore the day and year first above written.

IN WITNESS WHEREOF, the parties hereunto have executed two (2) counterparts of this agreement the day and year first written above.

SEAL)

THE CITY OF RAYMORE, MISSOURI

By: _____

Kristofer P. Turnbow, Mayor

Attest: _____

Jean Woerner, City Clerk

SEAL)

WILSON & COMPANY

By: _____

Title: _____

Attest: _____

Appendix A

Scope of Services

The City of Raymore has occasional needs for Outdoor Lighting Design services. The City desires to have an exclusive agreement with a single Engineering firm to provide all Outdoor Lighting Design services. Contract is for services provided in a one year period and 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.

The scope of services will include but not be limited to:

- Design of street light networks for new subdivisions.
- Design of street lights in response to citizen initiated petitions
- Design of street light systems for new roadway construction.
- Design to include Outdoor Lighting for the following locations:
 - Edgewater 5th
 - Westbrook 11th
 - High Point 3rd
 - Brookside 10th
 - S. Franklin Street
 - Tiffany Manor
 - Municipal Circle

Appendix B General Terms and Conditions

A. Procedures

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

B. Contract Period

This contract is for services provided in a one year period beginning December 1, 2016 and ending November 30, 2017. 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. Insurance

The Consultant 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 Consultant, its agents, representatives, employees or sub consultants. The City of Raymore shall be named as an additional insured under such insurance contracts (except for Worker's Compensation coverage). A Certificate of Insurance will be required within ten calendar days from the date of receipt of the Notice of Award. Claims made on policies must be in force or that coverage purchased for three (3) years after contract completion date.

1. General Liability

Owners and Protective Liability.

Minimum Limits

General Liability:

\$2,000,000 Each Occurrence Limit

D. Hold Harmless Clause

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

E. *Exemption from Taxes*

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

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

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

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

G. *Invoicing and Payment*

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

H. *Cancellation*

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

I. *Contractual Disputes*

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

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

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

J. *Severability*

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

K. *Applicable Laws*

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

L. *Drug/Crime Free Work Place*

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

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

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

M. *Inspection*

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

N. *No Escalation of Fees*

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

O. *Permits*

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

P. Release of Information

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

Q. Rejection of Bids

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

R. Affidavit of Work Authorization and Documentation:

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

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

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

QUALIFICATION FORM A

PROPOSAL VALIDITY AND COMMITMENT TO SIGN AGREEMENTS

I, **John Harrell, PE** having authority to act on behalf of **Wilson & Company, Inc., Engineers & Architects**, do hereby acknowledge that **Wilson & Company, Inc., Engineers & Architects**, will be bound by all terms, costs, and conditions of this proposal for a period of 90 days from the date of submission; and commit to sign the Design Agreement.

Firm Name Wilson & Company, Inc., Engineers & Architects

Address 800 East 101st Terrace, Suite 200

Address Kansas City, MO 64131

Phone (816) 701-3143 Email: john.harrell@wilsonco.com

Date: 8-9-2016 John N. Harrell / Operations
Month-Day-Year Signature of Officer/Title Manager

Date: _____
Month-Day-Year Signature of Officer/Title

QUALIFICATION FORM B

DISCLOSURES

The Firm submitting this RFQ 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 qualifications 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 sub consultants, 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

Pending Legal Matters

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

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

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

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

Required Representation

In submitting this RFQ, 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 sub consultants that are employed or that may be employed in execution of the Contract Work shall be in full compliance with the City of Raymore's 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 Consultant is responsible.
5. The Firm represents that it has no conflicts of interest with the City of Raymore if awarded the Contract Work, and that any potential conflicts of interest that may arise in the future will be disclosed immediately to the City.
6. The Firm represents the prices offered and other information submitted in connection with its qualification for the Contract Work were 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.

**PROFESSIONAL ENGINEERING SERVICES FOR
CANTER RIDGE STORM DRAINAGE CONCEPT PLAN
QUALIFICATION FORM C**

References for:

IMPORTANT: Offerors shall provide references on this form only. *

1. Name: **City of Belton, Missouri**
Contact: **Ed Ieans, PE**
Title: **City Engineer**
Mailing Address: **520 Main Street • Belton, Missouri 64012-2514**
Telephone: **(816) 331-6973**
Project Info: **155th Street Widening, \$311,000, Plans submitted August 2016**
2. Name: **City of Kansas City, Missouri**
Contact: **Wes Minder, PE**
Title: **Project Manager, Public Works**
Mailing Address: **414 East 12th Street, 19th Floor • Kansas City, Missouri 64106-2748**
Telephone: **(816) 513-2598**
Project Info: **On-Call Projects, \$125,000, Ongoing**
3. Name: **City of Harrisonville, Missouri**
Contact: **Ted Martin, PE**
Title: **City Engineer**
Mailing Address: **300 East Pearl Street • Harrisonville, Missouri 64701-1850**
Telephone: **(816) 380-8917**
Project Info: **East Pearl Street Rehab, \$189,550, 2011**
4. Name: **City of Salina, Kansas**
Contact: **Dan Stack**
Title: **City Engineer**
Mailing Address: **PO Box 736 • Salina, Kansas 67402-0736**
Telephone: **(785) 309-5725**
Project Info: **Ohio Street Widening Project, \$203,503, Ongoing**

5. Name: **Utah Department of Transportation, Region 2**
Contact: **Tim Rose**
Title: **Project Director**
Mailing Address: **2010 South 2760 West • Salt Lake City, Utah 84104**
Telephone: **(801) 910-2001**
Project Info: **I-15; SR-73 to 12300 S. Widening, \$11,194,636, Ongoing**

*Please list any Municipalities that you have done work for in the past 24 months.

E-Verify



Company ID Number: 86321

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name: Amy E. Livermore

Telephone Number: 505-348-4124

Fax Number: 505-348-4199

E-mail Address: Amy.Livermore@wilsonco.com

Name: Brenda E. Bevington

Telephone Number: 505-348-4033

Fax Number: 505-348-4199

E-mail Address: Brenda.Bevington@wilsonco.com



**CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM**

DATE: 11.14.2016

SUBMITTED BY: Jim Feuerborn

DEPARTMENT: Administration

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

TITLE / ISSUE / REQUEST

Bill 3220
Re-Appointing Ross Nigro Jr. as Raymore Municipal Judge

FINANCIAL IMPACT

Award To:
Amount of Request/Contract: \$15,514
Amount Budgeted: Court Budget
Funding Source/Account#: Salaries

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
January 1, 2107	December 31, 2018

STAFF RECOMMENDATION

Approval of Bill 3220

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

Bill 3220

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

Judge Nigro has indicated his desire to continue to serve as Municipal Judge for the City of Raymore.

Judge Nigro met with the City Council at their October 17, 2016 work session and answered questions about the Court and discussed recent Missouri Legislative actions and how they were impacted the court and how he anticipated those action impacted the court in the future.

Following their discussion the City Manager asked the Council if they wished to have this item brought before them with Judge Nigro or if they wished to seek other services. The Council indicated they would like the re-appointment of Judge Nigro to be brought forward for consideration.

The City Manager indicated that the Bill would be brought before the Council for consideration with an increase in the yearly salary reflecting a 2.5% increase in 2015 and a 2.5% increase in 2016 to an annual amount of \$15,514.

At the work session on October 17 the Council asked about surrounding municipal judge salaries. Below is the results of the staff survey relative to those. Currently the City of Raymore has two dockets per month. Below are the cities, salary, and number of dockets each judge has.

Belton	\$18,000	4
Grandview	\$21,323	5
Peculiar	\$11,400	3
Pleasant Hill	\$ 7,200	1
Raytown	\$28,891	6 plus 1 "show cause"
Liberty	\$22,800	5
Gladstone	\$38,208	8
N.K.C.	\$15,000	3
Excelsior Springs	\$18,700	2

BILL 3220

ORDINANCE

“AN ORDINANCE RE-APPOINTING ROSS NIGRO JR. AS MUNICIPAL JUDGE FOR THE CITY OF RAYMORE.”

WHEREAS, on the 4th of November, 1997, the people of Raymore, Missouri, did adopt a Charter form of government which provided among other provisions for the appointment and qualifications and duties of Municipal Judge; and

WHEREAS, Section 7.2 of the Charter provides for the appointment qualifications, term, duties and provisions for compensation of the Municipal Judge; and

WHEREAS, Ross Nigro, Jr. possesses the qualifications prescribed in Section 7.2 of the Charter of the City of Raymore, Missouri; and

WHEREAS, the Mayor deems it to be in the City’s best interest to re-appoint Ross Nigro, Jr. to serve a second term as Municipal Judge.

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

Section 1. Duties and Powers. The Municipal Judge shall perform said duties and powers as presently outlined for the Municipal Judge in the Charter of the City of Raymore, ordinances and the Missouri State Statutes.

Section 2. Re-Appointment. The City Council of Raymore, Missouri, by a majority of three-fourths (3/4) of all of its members, consents to the Mayor’s re-appointment of Ross Nigro, Jr. as Municipal Judge for the City of Raymore, Missouri, for a term beginning January 1, 2017, and continuing thereafter for a term of two (2) years.

Section 3. Compensation. The compensation of the Municipal Judge shall be \$15,514 per year during the term. Compensation of the Municipal Judge is not dependent in any way upon the number of cases tried, the number of guilty verdicts reached or the amount of fines imposed or collected. No change in compensation of the Municipal Judge will become effective during the term of office. The Municipal Judge is an employee of the City whose compensation shall be payable on the same payroll schedule as all other City employees.

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 NOVEMBER 2016.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 12TH DAY OF DECEMBER 2016 BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Barber
Councilmember Burke, III
Councilmember Holman
Councilmember Hubach
Councilmember Kellogg
Councilmember Moorhead
Councilmember Seimears

ATTEST:

APPROVE:

Jean Woerner, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature

Miscellaneous

THE RAYMORE CHARTER REVIEW COMMISSION MET ON TUESDAY, OCTOBER 18, 2016 IN THE EXECUTIVE CONFERENCE ROOM AT 100 MUNICIPAL CIRCLE, RAYMORE, MISSOURI. PRESENT: COMMISSIONERS ACKLIN, BURKE, III, CASTLEMAN, DAREING, HUBACH, MOORHEAD, STIDHAM, WIGGINS, AND WILSON, CITY MANAGER JIM FEUERBORN, ASSISTANT CITY MANAGER MEREDITH HAUCK, CITY CLERK JEANIE WOERNER AND CITY ATTORNEY JONATHAN ZERR.

- 1. Call To Order and Confirmation of Quorum.** Chairman Moorhead called the meeting to order at 6:00 p.m. and determined a quorum.
- 2. Pledge of Allegiance.**
- 3. Approval of Minutes-October 4, 2016.**

Chairman Moorhead noted corrected minutes have been distributed for approval.

MOTION: By Commissioner Stidham, second by Commissioner Castleman to approve the October 4, 2016 minutes.

DISCUSSION: None

VOTE:	Commissioner Acklin	Aye
	Commissioner Burke, III	Aye
	Commissioner Castleman	Aye
	Commissioner Dareing	Aye
	Commissioner Hubach	Aye
	Commissioner Moorhead	Aye
	Commissioner Stidham	Aye
	Commissioner Wiggins	Aye
	Commissioner Wilson	Aye

4. Unfinished Business.

A. Article I, Section 1.2-Definition of "Quorum"

a. Staff Report

City Attorney Zerr and City Manager Feuerborn advised the Commission that the language approved at the October 4 meeting in Section 1.2-Definitions which defined Council, Councilmembers, and Mayor as it pertains to a quorum, creates an unintended ripple effect on language throughout the Charter. He suggested language to address a "quorum" that is already identified in Section 3.13(d). To further define quorum the following was recommended for consideration. "*Quorum*. A majority of the *sworn* members of the Council shall constitute a quorum for the transaction of its business."

Mr. Zerr proposed additional language to define "majority" in Section 1.2, page 1 as follows:

Except where expressly stated otherwise or where the context clearly requires otherwise:

Throughout this Charter, the word "City" with the first letter of the word capitalized, shall mean the City of Raymore, Missouri;

~~Whenever an action under this Charter requires the vote of a majority of the entire Council, this shall mean a vote of at least five (5) of the eight (8) Councilmembers;~~

~~Whenever an action under this Charter requires the vote of three-fourths (¾) of the entire Council, this shall mean a vote of at least six (6) of the eight (8) Councilmembers;~~

"Whenever an action under this Charter requires the vote of the Council, this shall mean a vote of the majority of the quorum of Councilmembers present. In the event of a tie of the Councilmembers, the Mayor may vote to break a tie in accordance with Section 4.4 of this Charter."

"Whenever an action under this Charter requires the vote of the entire Council, this shall mean a vote of at least five (5) of the eight (8) Councilmembers. In the event of a four (4) to four (4) tie of the eight (8) Councilmembers, the Mayor may vote to break the tie in accordance with eight Section 4.4 of this Charter."

b. Commission Member Discussion and Questions

Commission discussion ensued with clarification from Chairman Moorhead that this does not give the Mayor additional power but preserves the Mayor's veto power.

Chairman Moorhead was provided consensus from Commission members on this proposed language. He reminded members it would not preclude additional language or changes in the future. He also advised the Commission that consideration of the further definition of Quorum as suggested by Counsel, would be discussed during the Commission's review of Article III.

MOTION: By Commissioner Burke, second by Commissioner Wiggins to reverse the motion and vote made at the October 4 meeting as it pertained to Section 1.2 and approve the language as suggested to Definitions in Section 1.2 (outlined above).

DISCUSSION: None

VOTE:	Commissioner Acklin	Aye
	Commissioner Burke, III	Aye
	Commissioner Castleman	Aye
	Commissioner Dareing	Aye

Commissioner Hubach	Aye
Commissioner Moorhead	Aye
Commissioner Stidham	Aye
Commissioner Wiggins	Aye
Commissioner Wilson	Aye

B. Article I, Section 1.2-Definition of “Termination” (as it applies to expiration of terms)

a. Staff Report

Mr. Zerr and Mr. Feuerborn referenced language from RSMo 105.455 (1) which defines expiration of term as it applies to elected and appointed state officials. This topic was discussed at the October 8 meeting as outlined in Section 1.2 Definitions specific to the terms of the Councilmember, Mayor, and Municipal Judge, and the City Prosecutor (when added to this section) and also as defined in Section 3.6 Prohibitions, as it pertains to “expiration of terms” and time limits of seeking City employment after the expiration of a term. At that time, the Commission requested clarification as to different scenarios in the instance of a resignation, etc. before the end of the term of office. RSMo 105.455(1) reads in part: “.....*who vacates the of office, whether by resignation, expulsion, term limitation or otherwise*”, the expiration of any term for which such person was elected or appointed.”

Mr. Zerr stated this language will address questions raised as to termination and expiration of term of service and the prohibitions again seeking city employment or running for elected office within the one (1) year period.

Commission discussion ensued. Chairman Moorhead noted that based on recommendations, no changes would be made to Section 1.2, paragraphs one and two. Recommended changes to paragraph 3 further clarify expiration of term.

b. Commission Member Discussion and Questions

Mr. Feuerborn stated staff recommends adding a paragraph in Section 1.2, page two to mirror paragraph three regarding the Municipal Judge and outlining same for the City Prosecutor. Further, pertaining to the third paragraph in Section 1.2, page two regarding the Municipal Judge add language to define that in the event the judge were to be dismissed, in certain cases, the judge could be rehired. The suggested language would be as provided by Mr. Zerr, “...Judge’s contract with the City, *nor of the Council hiring the former Municipal Judge to serve a new term as Municipal Judge.*” When the Commission begins the review of Section 7.2, this language will be mirrored in that section. In addition, the paragraph regarding the City Prosecutor should also be added to Article VII.

Chairman Moorhead stated he had suggested at the last meeting to also include City Prosecutor in Section 1.2 to mirror language as with the Municipal Judge.

MOTION: By Commissioner Moorhead, second by Commissioner Hubach to amend Definitions 1.2, page two, paragraph three pertaining to the Municipal Judge by adding "...Judge's contract with the City, *nor of the Council hiring the former Municipal Judge to serve a new term as Municipal Judge.*" and also add in this section, a paragraph four, the same language pertaining to City Prosecutor.

DISCUSSION: None

VOTE:	Commissioner Acklin	Aye
	Commissioner Burke, III	Aye
	Commissioner Castleman	Aye
	Commissioner Dareing	Aye
	Commissioner Hubach	Aye
	Commissioner Moorhead	Aye
	Commissioner Stidham	Aye
	Commissioner Wiggins	Aye
	Commissioner Wilson	Aye

Mr. Zerr left to attend the Planning and Zoning Commission meeting at 6:50 p.m.

C. Article III, Section 3.2-Definition of "Temporary Displacement of Residency"

a. Staff Report

Mr. Feuerborn recalled extensive discussion by the Commission at the October 4 meeting pertaining to this topic. He advised Council is the judge of qualifications as outlined in Charter Section 3.8, therefore giving Council the discretion in determining "residency" requirements. A definition of temporary displacement of residency could be further defined in the City Code to address both elected and employed positions.

b. Commission Member Discussion and Questions

Chairman Moorhead stated he is agreeable with using the power of qualification, investigation, etc. and that the Council has independent authority under this section to determine residency.

Councilmember Hubach requested future discussion of impeachment of an elected official.

Commission members discussed the consequences of displacement of Council ward representation after a redistricting process. Mr. Feuerborn stated the City Code may address this scenario and staff will research. Discussion ensued.

D. Review of Article III-City Council

a. Commission Member Discussion and Questions

- 3.2 (c) Commission members discussed expanding the term of Councilmembers and term limits. After discussion no change was recommended but consideration could be brought forth at a later date.

b. Staff Report

Mr. Feuerborn answered general questions.

5. New Business.

A. Review of Article IV-Mayor

Due to time constraints, Chairman Moorhead asked for this item to be moved to the November 1 Commission agenda.

6. Other.

7. Public Comments.

8. Adjournment.

MOTION: By Commissioner Stidham, second by Commissioner Wiggins to adjourn.

VOTE:	Commissioner Acklin	Aye
	Commissioner Burke, III	Aye
	Commissioner Castleman	Aye
	Commissioner Dareing	Aye
	Commissioner Hubach	Aye
	Commissioner Moorhead	Aye
	Commissioner Stidham	Aye
	Commissioner Wiggins	Aye
	Commissioner Wilson	Aye

The regular meeting of the Charter Review Commission adjourned at 7:52 p.m.

Respectfully submitted,

Jeanie Woerner
City Clerk

October 18, 2016

THE RAYMORE CITY COUNCIL HELD A WORK SESSION ON MONDAY, OCTOBER 17, 2016, AT 7:00 P.M. AT RAYMORE CITY HALL.

COUNCIL PRESENT: MAYOR TURNBOW AND COUNCILMEMBERS ABDELGAWAD, BARBER, BURKE, HOLMAN, HUBACH, KELLOGG, MOORHEAD, AND SEIMEARS. ALSO PRESENT: CITY MANAGER JIM FEUERBORN, ASSISTANT CITY MANAGER MEREDITH HAUCK, CITY ATTORNEY JONATHAN ZERR AND CITY STAFF MEMBERS.

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

A. Meet with Judge Nigro

The two-year contract for Municipal Judge will be up for renewal in December of 2016. Judge Nigro discussed with Council how he feels his first two years as Municipal Judge have gone and discussed issues of the Court and recent legislation in Missouri that have impacted the Municipal Court system.

B. Names for New Municipal Center and "Relocated Kentucky"

The Council discussed names for the new building on Municipal Circle and for the segment of road to be built off of Kentucky aligning with the traffic signal that serves the Galleria Developments north and south. The Council directed staff to consult with the City of Belton on the naming of Kentucky Road.

C. Public Art Process and Procedures

Staff outlined the Arts Commission and staff recommended procedures for procuring public art in Raymore and asking for Council feedback and input into the process.

D. Proposed Ordinance to Temporarily Limit Construction Vehicles on Residential Streets

As development has increased again in recent years, staff has noted that in certain specific instances the increased traffic that is caused due to commercial construction vehicles using residential streets is causing accelerated wear on those streets and greatly accelerating timelines for repair or in some cases, the need for complete mill and overlay. Staff will be proposing an ordinance to allow for the limiting of commercial construction vehicles to routes designated by the City Engineer.

E. Fiscal Year 2017 Budget Discussion

Councilmembers discussed budgeting options for trail lighting. Mr. Feuerborn reviewed actions of the Council at the first reading of the budget.

F. Other

Mayor Turnbow adjourned the work session of the Raymore City Council to Executive Session at 9:46 p.m.

THE RAYMORE CITY COUNCIL HELD A WORK SESSION ON MONDAY, NOVEMBER 7, 2016, AT 7:00 P.M. AT RAYMORE CITY HALL.

COUNCIL PRESENT: MAYOR TURNBOW, COUNCILMEMBERS ABDELGAWAD, BARBER, BURKE, HOLMAN, HUBACH, KELLOGG, MOORHEAD, AND SEIMEARS. ALSO PRESENT: ASSISTANT CITY MANAGER MEREDITH HAUCK, CITY ATTORNEY JONATHAN ZERR AND CITY STAFF MEMBERS.

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

A. Evan Brook 7th Plat - Discussion of Impact

At their October 24 meeting, the Council postponed consideration of the Preliminary and Final Plat for the Evan Brook 7th and final phase until the November 14 Council meeting to allow for discussion at this work session. Council and City staff discussed impacts of development on the area.

B. Chaplains Program

JC Beckner provided an overview and update on the Police Department Chaplains Program.

C. Name for Municipal Center Building

Council continued discussion of names for the Municipal Center Building. "Centerview" was chosen by consensus of Council.

D. Snow Plan - 2016-2017

Staff updated Council on the snow and ice plan for the upcoming season.

E. Other

Mayor Turnbow adjourned the work session of the Raymore City Council at 8:22 p.m.

THE **PLANNING AND ZONING COMMISSION** OF THE CITY OF RAYMORE, MISSOURI, MET IN REGULAR SESSION **TUESDAY, NOVEMBER 1, 2016** IN THE COUNCIL CHAMBERS OF CITY HALL, 100 MUNICIPAL CIRCLE, RAYMORE, MISSOURI WITH THE FOLLOWING COMMISSION MEMBERS PRESENT: CHAIRMAN WILLIAM FAULKNER, JOSEPH SARSFIELD, DON MEUSCHKE, JOHN BERENDZEN, KELLY FIZER, ERIC BOWIE (arrived at 7:03 p.m.), CHARLES CRAIN AND MAYOR KRISTOFER TURNBOW. ABSENT WAS LEO ANDERSON. ALSO PRESENT WERE COMMUNITY DEVELOPMENT DIRECTOR JIM CADORET, ASSISTANT PUBLIC WORKS DIRECTOR ED IEANS AND CITY ATTORNEY JONATHAN ZERR.

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. **Acceptance of minutes of October 18, 2016 meeting**

Motion by Mayor Turnbow, Second by Commissioner Crain to accept the October 18, 2016 minutes as presented.

Vote on Motion:

Chairman Faulkner	Aye
Commissioner Anderson	Absent
Commissioner Berendzen	Aye
Commissioner Bowie	Absent
Commissioner Crain	Aye
Commissioner Fizer	Aye
Commissioner Meuschke	Aye
Commissioner Sarsfield	Aye
Mayor Turnbow	Aye

Motion passed 7-0-0.

6. **Old Business** – None
7. **New Business**

Commissioner Bowie arrived at 7:03 p.m.

A. Election of Officers

Motion by Commissioner Fizer, Second by Mayor Turnbow to nominate William Faulkner as Chairman.

Commissioner Faulkner accepted the nomination. There were no other nominations presented.

Vote on Motion:

Chairman Faulkner	Aye
Commissioner Anderson	Absent
Commissioner Berendzen	Aye
Commissioner Bowie	Aye
Commissioner Crain	Aye

Commissioner Fizer	Aye
Commissioner Meuschke	Aye
Commissioner Sarsfield	Aye
Mayor Turnbow	Aye

Motion passed 8-0-0.

Motion by Chairman Faulkner, Second by Commissioner Crain to nominate Kelly Fizer as Vice-Chairman.

Commissioner Fizer accepted the nomination. There were no other nominations presented.

Vote on Motion:

Chairman Faulkner	Aye
Commissioner Anderson	Absent
Commissioner Berendzen	Aye
Commissioner Bowie	Aye
Commissioner Crain	Aye
Commissioner Fizer	Aye
Commissioner Meuschke	Aye
Commissioner Sarsfield	Aye
Mayor Turnbow	Aye

Motion passed 8-0-0.

Motion by Commissioner Berendzen, Second by Commissioner Fizer to nominate Charles Crain as Secretary.

Commissioner Crain accepted the nomination. There were no other nominations presented.

Vote on Motion:

Chairman Faulkner	Aye
Commissioner Anderson	Absent
Commissioner Berendzen	Aye
Commissioner Bowie	Aye
Commissioner Crain	Aye
Commissioner Fizer	Aye
Commissioner Meuschke	Aye
Commissioner Sarsfield	Aye
Mayor Turnbow	Aye

Motion passed 8-0-0.

B. Acceptance of 2017 Meeting Calendar

Jim Cadoret, Community Development Director, presented the 2017 Meeting Calendar. This calendar establishes the meeting dates for the Commission and filing deadlines for applications to be considered by the Commission.

Motion by Commissioner Bowie, Second by Commissioner Sarsfield to accept the 2017 Meeting Calendar.

Vote on Motion:

Chairman Faulkner	Aye
Commissioner Anderson	Absent

Commissioner Berendzen	Aye
Commissioner Bowie	Aye
Commissioner Crain	Aye
Commissioner Fizer	Aye
Commissioner Meuschke	Aye
Commissioner Sarsfield	Aye
Mayor Turnbow	Aye

Motion passed 8-0-0.

C. Case #16023 – Reclassification of Zoning for Eagle Glen Parcel 5 (public hearing)

Randal Leimer, representing Great Plains Real Estate Developments L.L.C, presented the request to the Commission. Mr. Leimer indicated there has been difficulty with developing townhomes on Parcel 5. Mr. Leimer stated they are not asking for any changes to the zoning for Parcel 7.

Mr. Leimer stated the current zoning for Parcel 5 allows 4-plexes and townhomes. Cooper Drive currently separates Parcel 5 and Parcel 7. The proposal is to reclassify the zoning of Parcel 5 to match Parcel 7 and create one uniform parcel. This parcel would be limited to a maximum of 400 apartment units. Mr. Leimer stated that the notion to remove the connection of Cooper Drive has had a positive reaction from the neighbors.

Commissioner Bowie asked about the size of Cooper Drive.

Mr. Leimer stated that he is asking for Cooper Drive to be eliminated from the plans. It does not currently exist.

Commissioner Fizer asked if there would be any barrier between the proposed apartments and the school to the south.

Mr. Leimer stated yes, there would be screening with a combination of berms and trees. Mr. Leimer stated that if townhomes were to remain on Parcel 5 that the buildings would likely be closer to the school than any apartment building would be.

Commissioner Berendzen asked what the difficulties were in putting in townhomes on Parcel 5.

Mr. Leimer stated that the proposed townhomes on Parcel 5 have been an impediment to discussions on developing apartments on Parcel 7. Mr. Leimer stated that townhomes are not viewed as being marketable for Parcel 5.

Commissioner Bowie asked what the implications were of having townhomes close to the school versus having apartments there.

Mr. Leimer stated that townhome units historically have more children than apartment units.

Commissioner Crain asked what the changes are from owner occupied units versus transient occupants.

Mr. Leimer stated that the townhome units could be rentals just like the apartment units.

Mayor Turnbow asked about the elimination of Cooper Drive and the combination of two parcels into one unified parcel and what would be the ingress/egress options to the site.

Mr. Leimer stated that the entrances would be off of Fox Ridge Drive. There would be a fire access drive in the northwest corner of the site connecting with Ridgeway Drive in the Ridgeway Villas development.

Commissioner Crain asked if there would be any streets within the apartment community or if there would be only access drives and parking areas for tenants.

Mr. Leimer stated that all roads would be private.

Commissioner Bowie asked for clarification there would be no through street.

Mr. Leimer stated no through street into adjoining neighborhoods.

Commissioner Meuschke asked how many acres in the development.

Mr. Leimer stated combined there are about 25 acres.

Jim Cadoret presented the staff report.

The request before the Commission is for the reclassification of zoning of Eagle Glen Parcel 5 from R-3A "Multiple Family Residential District" to R-3B "Apartment Community Residential District". Mr. Cadoret stated a reclassification of zoning request requires a public hearing, which was advertised for this evening. Mr. Cadoret entered into the record the mailed notices to the adjoining property owners; notice of publication in The Journal; the Unified Development Code; the application; the Growth Management Plan; and the staff report. Mr. Cadoret stated the staff report includes a summary of the requirements for rezoning.

Mr. Cadoret stated that the current zoning of Parcel 5 was established on October 10, 2011. At that time there was an amendment to the Master Development Agreement for Eagle Glen that limited the maximum combined density of Parcel 5 and Parcel 7 to 400 units.

Mr. Cadoret stated a "Good Neighbor" meeting was held on October 12, 2016 and three residents attended. The residents asked questions about traffic impacts from the development; required landscape buffers; density of the proposed development; and the type of apartments proposed.

Mr. Cadoret stated that under the current zoning the property could be developed with multiple family buildings like 4-plexes or townhome units that could have individually owned units, or one owner owner each building, or all buildings under one ownership. Under the proposed zoning the parcel would be under unified ownership by one entity.

Mr. Cadoret indicated that any development upon Parcel 5 would require a landscape buffer. Under the proposed rezoning and combination of Parcel 5 and 7 the buffer area available would be larger than under the current zoning, mainly due to the restrictions Cooper Drive places on Parcel 5 for buildable area. Mr. Cadoret stated staff has submitted proposed findings of fact for the Commission to consider and that staff recommended the Commission accept those proposed findings and forward case #16023, reclassification of zoning of Eagle Glen Parcel 5, to the City Council with a recommendation of approval.

Chairman Faulkner opened the floor to the public, and opened the public hearing, at 7:26 p.m.

There were no public comments.

Chairman Faulkner closed the floor to the public, and closed the public hearing, at 7:27 p.m.

Commissioner Crain stated that as he understands it density is not increasing as part of this request.

Chairman Faulker stated that the project is not less dense than what was previously approved but is less dense than what is allowed under the Unified Development Code.

Mr. Cadoret stated that is correct. The development agreement remains valid if the rezoning moves forward and the maximum density of 400 units for Parcel 5 and 7 combined remains in effect.

Jonathan Zerr, City Attorney, stated the Commission is looking at whether Parcel 5 is appropriate for R-3B zoning and are the permitted uses appropriate for the property.

Mayor Turnbow stated that removing the roadway provides more versatility in using the property. The rezoning and removal of Cooper Drive makes the property more attractive.

Chairman Faulkner stated he had mixed feelings about removing Cooper Drive extension. Connectivity is important, but doesn't think Foxhaven residents will miss the connection. Johnston Drive provides east/west connectivity.

Commissioner Meuschke asked whether the elimination of Cooper Drive was part of a traffic plan.

Mr. Cadoret stated it was not part of any specific traffic study. Cooper Drive was actually added as part of the amended preliminary plat in 2011.

Mr. Cadoret commented to the Commission that the removal of Cooper Drive is a separate issue from the rezoning request. Parcel 5 could be rezoned to R-3B and the preliminary plat amendment denied so the Cooper Drive extension remains.

Commissioner Meuschke asked if there is an inventory of apartment units.

Mr. Cadoret stated there is and could make the inventory available.

Commissioner Meuschke asked about storm water runoff from the site and if the development agreement addresses it.

Mr. Cadoret stated the agreement deals mostly with the treatment of the storm water after it leaves the site. Development upon the site would still need to detain and control the storm water runoff.

Commissioner Sarsfield asked about the construction of apartment buildings and whether 2, 3 or 4-story buildings were proposed and what materials the buildings would be made of. His concern is with the rest of the neighborhood and how the apartments would fit in.

Chairman Faulkner stated that would have to be deferred to site plan review.

Mr. Zerr agreed that the questions are more appropriate at site plan review and he referred the Commission back to the proposed findings of fact for a reclassification of zoning request.

Commissioner Fizer stated she lives off Fox Ridge Drive and that the Manor Homes apartment community always looks nice and keeping the area as one unified development is better than having multiple owners of townhome units.

Motion by Commissioner Fizer, Second by Commissioner Bowie to accept the staff proposed findings of fact and forward case #16023, Reclassification of Zoning for Eagle Glen Parcel 5, to the City Council with a recommendation of approval.

Vote on Motion:

Chairman Faulkner	Aye
Commissioner Anderson	Absent

Commissioner Berendzen	Nay
Commissioner Bowie	Aye
Commissioner Crain	Aye
Commissioner Fizer	Aye
Commissioner Meuschke	Aye
Commissioner Sarsfield	Aye
Mayor Turnbow	Aye

Motion passed 7-1-0.

Chairman Faulkner asked if Commissioner Berendzen desired to take the opportunity to state the reasons for his opposition.

Commissioner Berendzen stated he thought it would be more appropriate to have single family homes there with home ownership to provide more stability. If it is more multi family it eliminates the option to have home ownership on the parcel.

D. Case #16024 - Eagle Glen Parcels 5 and 7 Preliminary Plat (public hearing)

Randal Leimer, representing Great Plains Real Estate Developments L.L.C, presented the request to the Commission. Mr. Leimer stated this is the second part of our request. The preliminary plat proposal eliminates the extension of Cooper Drive.

Mr. Cadoret provided the staff report to the Commission. This application would modify the Eagle Glen Preliminary Plat. In 2011 the applicant brought forward a reconfigured preliminary plat that included the connection of Cooper Drive to Fox Ridge Drive. Under the proposed preliminary plat, Cooper Drive is eliminated and Parcel 5 and 7 would be combined into one parcel.

Mr. Cadoret stated a preliminary plat request requires a public hearing, which was advertised for this evening. Mr. Cadoret entered into the record the mailed notices to the adjoining property owners; notice of publication in The Journal; the Unified Development Code; the application; the Growth Management Plan; and the staff report. Mr. Cadoret stated the staff report includes a summary of the requirements for consideration of a preliminary plat.

Mr. Cadoret stated the current preliminary plat is set to expire on December 31, 2016. If this preliminary plat amendment is not approved the applicant would either need to file a final plat application or request an extension to the expiration date of the current preliminary plat by December 31st.

Mr. Cadoret stated that prior to any development on the property a final plat and site plan application must be approved.

Mr. Cadoret stated that the "Good Neighbor" meeting held on October 12, 2016 for the rezoning request also covered the preliminary plat. Mr. Cadoret stated that the residents who attended supported the removal of the Cooper Drive extension.

Mr. Cadoret stated that Fox Ridge Drive was constructed to handle full development of Parcel 5 and 7 for multiple-family development. The impact of 400 units on Fox Ridge Drive has already been factored in.

Mr. Cadoret stated that staff does support the removal of the extension of Cooper Drive. Staff feels there is adequate connectivity with Johnson Drive connecting Foxhaven and Eagle Glen. The combination of Parcel 5 and Parcel 7 would create a more cohesive development. Multi-family development has been approved for both parcels since 1999. The proposed amendment does not extend multi-family into an area where it wasn't previously allowed.

Mr. Cadoret stated staff has submitted proposed findings of fact for the Commission to consider and that staff recommended the Commission accept those proposed findings and forward case #16024, Eagle Glen Parcels 5 and 7 Preliminary Plat, to the City Council with a recommendation of approval.

Chairman Faulkner opened the floor to the public, and opened the public hearing, at 7:47 p.m.

There were no public comments.

Chairman Faulkner closed the floor to the public, and closed the public hearing, at 7:47 p.m.

Commissioner Bowie asked what the effects would be on a potential developer if Cooper Drive was open. Would it deter developers because they would have to make the street look nice, as opposed to a closed apartment development. Would it cause a developer to shy away from developing.

Mr. Cadoret stated that was the testimony provided by the applicant. When you have a roadway cross through the development you no longer have a unified development. You have a roadway as a divider separating pieces of the development. The roadway can be a barrier to the development. It is more inviting to have one unified development with no internal barriers.

Commissioner Bowie asked if it would cause the developer to enhance the site if both sides of the street would have to be enhanced.

Mr. Cadoret stated that the zoning of the R-3B requires common ownership, and thus common maintenance of the development. With Cooper Drive eliminated it would pull the buildings away from the school and there would be more land area available for screening and buffers.

Commissioner Bowie asked if the buffer requirements remain the same if Cooper Drive were present or not.

Mr. Cadoret stated there are several options available to meet the buffer requirements. If Cooper Drive is present, the land area is limited between the road and the school property. There is limited area for a buffer and a privacy fence may be the likely buffer. If Cooper Drive is eliminated there would be more area for a berm and landscaping.

Commissioner Sarsfield asked about Cooper Drive being a straight connection between the two subdivisions. Did anyone consider moving the road to the edge of Parcel 5 along the school property.

Mayor Turnbow pointed out there is a house along Pelham Path that would be in the way.

Chairman Faulkner stated that an advantage of connectivity is a second fire access is provided. Ridgeway Drive would provide that to the north. Mr. Faulkner stated that the existing preliminary plat with Cooper Drive increases traffic through Foxhaven and provides a path for non-neighborhood traffic through Parcel 5 and 7.

Mr. Cadoret stated in 2011 there was opposition from residents of Eagle Glen 5th plat due to headlight glare from traffic on Cooper Drive shining into the rear of homes. Perhaps residents were silent on this application because they were happy to see the removal of Cooper Drive. Additionally, Cooper Drive would be a steep roadway from Pelham Path down to Fox Ridge Drive.

Commissioner Bowie asked about the distance between Cooper Drive and the school property.

Pete Oppermann, landscape architect for the project, indicated approximately 120 feet.

Commissioner Bowie asked about the possibility of not having enough room for proper screening.

Mr. Cadoret stated that keeping Cooper Drive in the limited property depth south of Cooper Drive does limit the options for screening. There likely would not be enough room for berms and landscaping. A six foot privacy fence would be the likely screening. The buffer area would be compromised by keeping Cooper Drive in.

Chairman Faulkner commented that his observations indicated there is some slope between the school and the property. With the school to the south there are no homeowners directly to the south of Parcel 5 and 7. If the school were a residential neighborhood he would have different concerns about the development.

Mayor Turnbow commented about the CPTED (Crime Prevention Through Environmental Design) program that he was familiar with. By the removal of the roadway, ingress and egress to the apartment community would be controlled off Fox Ridge Drive and has allowed for crime prevention capabilities that allow and minimize cut-through traffic. The developer cannot do a gated entrance if there is a public street.

Motion by Mayor Turnbow, Second by Commissioner Fizer to accept the staff proposed findings of fact and forward case #16024, Eagle Glen Parcels 5 and 7 Preliminary Plat, to the City Council with a recommendation of approval.

Chairman Faulkner stated that the motion does not include a condition regarding the fire access road easement to Ridgeway Drive. Chairman Faulkner indicated the fire access is noted on the preliminary plat and he asked Mr. Zerr if that was sufficient.

Mr. Zerr stated it is noted on the Preliminary Plat drawing submitted as part of the application. It does not need to be added as a condition.

Vote on Motion:

Chairman Faulkner	Aye
Commissioner Anderson	Absent
Commissioner Berendzen	Aye
Commissioner Bowie	Aye
Commissioner Crain	Aye
Commissioner Fizer	Aye
Commissioner Meuschke	Aye
Commissioner Sarsfield	Aye
Mayor Turnbow	Aye

Motion passed 8-0-0.

The Commission took a short recess.

E. Case #16022 - Creekmoor Clubhouse Addition Site Plan

Jeff Kyle, representing the Creekmoor Property Owners Association, presented the request. Mr. Kyle stated they are in the process of renovating the clubhouse area to enclose the patio area and renovate the interior of the building. The project adds additional restrooms and makes the amenities nicer for the community.

Mr. Cadoret presented the staff report. The current building is just under 6,500 square feet and the proposed addition is under 3,300 square feet. The addition is to the north of the existing clubhouse. The initial site plan was approved in 2005. Mr. Leans submitted an engineering memorandum.

Mr. Cadoret stated the number of parking spaces provided is compliant with the Unified Development Code. There are a few times when a special event is held when additional parking may be needed but

for most days and events the existing parking is adequate. Mr. Cadoret stated that the site plan and parking approved by the Planning Commission in 2005 was for a facility that was larger than what is proposed this evening. There is land area available for expansion of the parking lot in the future. All landscaping and building design standard requirements have been met.

Mr. Cadoret stated staff has submitted proposed findings of fact for the Commission to consider and that staff recommended the Commission accept those proposed findings and approve case #16022, Creekmoor Clubhouse Addition Site Plan, subject to the 10 conditions outlined in the staff report.

Commissioner Bowie asked about the parking that is provided and whether it has been determined that the parking requirement is met.

Mr. Cadoret stated that the code is not specific on the number of parking spaces required for a clubhouse in a homeowners association. Based on the initial site plan approved by the Planning Commission, the Commission made the decision that the number of spaces provided at the time was adequate, and that was for a larger building than what will exist if this application is approved.

Motion by Commissioner Berendzen, Second by Commissioner Crain to accept the staff proposed findings of fact and approve case #16022, Creekmoor Clubhouse Addition Site Plan, subject to the 10 conditions listed in the staff report.

Vote on Motion:

Chairman Faulkner	Aye
Commissioner Anderson	Absent
Commissioner Berendzen	Aye
Commissioner Bowie	Aye
Commissioner Crain	Aye
Commissioner Fizer	Aye
Commissioner Meuschke	Aye
Commissioner Sarsfield	Aye
Mayor Turnbow	Aye

Motion passed 8-0-0.

E. Case #16025 - Panda Express Site Plan

Vu Le, with Klover Architects representing property owner Cadence Commercial Real Estate, presented the request. Mr. Le stated the Panda Express restaurant would be located at 1927 W. Foxwood Drive. With the current C-3 zoning the restaurant is an appropriate use. Access to the site is off Foxwood Drive with a second access from the Golden Corral parking lot. This is lot 3 of the Raymore Marketplace shopping center.

Mr. Le stated the site plan has pedestrian access connection to Foxwood Drive. This is a 2,600 square foot drive-through restaurant with outdoor dining patio area.

Mr. Cadoret presented the staff report. When the Raymore Marketplace site plan came forward Lot 3 was not included in that site plan. The secondary access was included, but the layout of Lot 3 was not. Mr. Cadoret stated the report includes details of all of the requirements for site plan approval.

Mr. Cadoret stated the parking and landscaping requirements have been met. The special conditions relative to a drive-through restaurant have been met. The building design standard requirements have been met as well. Storm water control is handled through the Raymore Marketplace system. Mr. Leans submitted a memorandum on the provision of facilities to the site.

Mr. Cadoret stated that staff has submitted proposed findings of fact for the application and recommend the Commission accept those proposed findings and approve case #16025, Panda Express Site Plan, subject to the 9 conditions as outlined in the staff report.

Commissioner Bowie asked about the entrance to the site from Foxwood Drive.

Mr. Cadoret stated the main entrance is to the northwest of the site. The access lines up with Kentucky Road to the north. There would be a right-turn lane in for eastbound traffic on 58 Highway and a left/straight lane and a right-turn lane only leaving the site.

Commissioner Bowie asked if there is an escape from the drive-through lane.

Mr. Le stated no, due to the limits of the site. The drive through is on the east side of the building and is one lane wide only.

Chairman Faulkner stated the situation is similar to the drive-through lane at the Taco Bell.

Commissioner Berendzen stated he does not like the restricted drive-through lane, but stated the applicant is following the codes that the City provides.

Chairman Faulkner stated the Commission has discussed the concern before, but it is often difficult to accomodate more than one drive-through lane.

Commissioner Sarsfield stated a concern about the land area south of the restaurant.

Chairman Faulkner clarified that there is limited area south of the restaurant and the drive-through lane goes through there.

Commissioner Bowie asked if the restaurant had inside seating.

Mr. Le stated yes, there is seating both indoors and an outdoor patio area.

Chairman Faulkner asked about the intent to signalize the Kentucky Road intersection at the entrance to the Raymore Marketplace.

Mr. Cadoret stated the staff discussed the possibility, but the proximity of the intersection with the current signals at Dean and 58 Highway and at the Raymore Galleria shopping center make it unfeasable.

Motion by Commissioner Berendzen, Second by Commissioner Crain to accept the staff proposed findings of fact and approve case #16025, Panda Express Site Plan, subject to the 9 conditions listed in the staff report.

Vote on Motion:

Chairman Faulkner	Aye
Commissioner Anderson	Absent
Commissioner Berendzen	Aye
Commissioner Bowie	Aye
Commissioner Crain	Aye
Commissioner Fizer	Aye
Commissioner Meuschke	Aye
Commissioner Sarsfield	Aye
Mayor Turnbow	Aye

Motion passed 8-0-0.

8. City Council Report

Jonathan Zerr gave the City Council report.

9. Staff Report

A. Planning Pipeline

Mr. Cadoret stated the Commission will meet on November 15th to consider the site plan for the Recreation Activity Center. The Board of Adjustment will have a meeting at 6:00 p.m. on November 15th to consider two applications.

Mr. Cadoret stated the assessment report for the Communities for All Ages initiative has been submitted. The next step will be to commence work on a master plan.

B. Engineering Report

Mr. Ieans stated work on Highway 58 is almost done. There is work to finish near McDonalds and Mazuma Credit Union.

Mr. Ieans stated Google Fiber continues to work throughout the City.

10. Public Comment

Jay Holman, 1915 Harold Drive, thanked the Commission for its continued service to the community. Mr. Holman commented that traffic safety on 58 Highway is important to him and he will continue to monitor traffic movements along the roadway.

Derek Moorhead, 103 Johnston Parkway, thanked the Commission for its continued work. Mr. Moorhead suggested a future joint Planning Commission and City Council meeting to discuss matters of importance to both groups.

11. Commission Member Comment

Commissioner Fizer: No comment

Commissioner Berendzen: Congratulated those re-elected as officers for the Commission. He also was glad to see the Panda Express site plan.

Commissioner Crain: Stated the work on 58 Highway looks great. He thought citizens should be made aware that there are alternative routes to get east/west through the community.

Commissioner Meuschke: No comment

Commissioner Sarsfield: Thanked staff for the work on 58 Highway and congratulated the Commission members re-elected as officers.

Commissioner Bowie: Stated he is looking forward to a joint meeting of the Commission and the City Council.

Mayor Turnbow: Congratulated the Commission members re-elected as officers and stated he is acutely aware of the traffic safety issues on 58 Highway.

Chairman Faulkner: Thanked staff for its efforts.

12. Adjournment

Motion by Commissioner Bowie, Second by Commissioner Berendzen to adjourn the November 1, 2016 Planning and Zoning Commission meeting.

Vote on Motion:

Chairman Faulkner	Aye
Commissioner Anderson	Absent
Commissioner Berendzen	Aye
Commissioner Bowie	Aye
Commissioner Crain	Aye
Commissioner Fizer	Aye
Commissioner Meuschke	Aye
Commissioner Sarsfield	Aye
Mayor Turnbow	Aye

Motion passed 8-0-0.

The November 1, 2016 meeting adjourned at 9:04 p.m.

Respectfully submitted,

Jim Cadoret

THE RAYMORE PARKS AND RECREATION BOARD MET IN REGULAR SESSION TUESDAY, SEPTEMBER 27, 2016, IN THE CITY HALL COUNCIL CHAMBERS AT 100 MUNICIPAL CIRCLE, RAYMORE, MISSOURI.

MEMBERS PRESENT: Members: Castleman, Cipolla, Eastwood, Harris, Heath, Houdyshell, Seimears and Trautman. Chairman Manson absent.

STAFF PRESENT: Director Musteen, Superintendent McLain and Office Assistant Naab. Superintendent Rulo absent.

1. Call to Order Acting Chairman Harris called the meeting to order at 7:01 pm.

2. Roll Call

3. Pledge of Allegiance

4. Personal Appearance

5. Acceptance of Minutes of August 23, 2016 Meeting

Motion: Member Harris moved to approve the minutes.
Member Castleman seconded.

Discussion: None

Vote:	8 Aye	Member Castleman	Aye
	0 Nay	Member Cipolla	Aye
	0 Abstain	Member Eastwood	Aye
		Member Harris	Aye
		Member Heath	Aye
		Member Houdyshell	Aye
		Member Manson	Absent
		Member Seimears	Aye
		Member Trautman	Aye

6. Committee Reports

Finance Committee - did not meet
Grounds Committee - did not meet
Recreation Committee - did not meet

7. Staff Reports

Superintendent McLain and Director Musteen gave a verbal report, in addition to the written reports submitted. Superintendent Rulo was absent.

- Member Houdyshell asked Superintendent McLain how many total trucks attended Trucktoberfest. Answer 5
- Member Castleman asked Director Musteen if the railcar being purchased for T. B. Hanna Station included a flat car? Director Musteen stated that was still in discussion phase, a

APPROVED: October 25, 2016 (7-0)

flat car has been donated but would need to be transported and renovated as well.

8. Old Business

A. Missouri State Parks - Recreational Trails Program Report Item

Staff reviewed the Memorial Park and Arboretum Trail Grant Application and response letter to our application.

Member Harris commented on the letter received from Missouri State Park and questioned Director Musteen about the requirements. Recommendations will be taken into consideration when next applying for the grant.

B. Missouri Department of Conservation (CAPS Agreement) Action Item

Staff provided a draft of the updated CAPS Agreement from the Conservation Department, including the cost share outline for the projects. Staff reviewed with the Board.

Member Harris asked about the stocking fee for trout. Director Musteen replied that we will pay a percentage for trout stocking.

Member Harris asked if we will be responsible for any additions? We will refile the Agreement with the new additions.

Member Houdyshell asked about the cost of trout stocking? \$1500 per year. We are currently in a one year trial basis.

Member Houdyshell asked if there will be rock for the jetty? Director Musteen replied yes and that the jetty will be on the North East corner of the lake.

Member Harris asked if the jetty is 50 feet long into the water? Director Musteen replied yes.

Member Houdyshell asked the depth of lake. The lake is 10-20 feet deep throughout.

Motion: Member Eastwood moved to accept the Missouri Department of Conservation (CAPS Agreement) as presented.

Member Houdyshell seconded.

Discussion: None

Vote:	8 Aye	Member Castleman	Aye
	0 Nay	Member Cipolla	Aye
	0 Abstain	Member Eastwood	Aye
		Member Harris	Aye
		Member Heath	Aye
		Member Houdyshell	Aye

APPROVED: October 25, 2016 (7-0)

Member Harris	Aye
Member Heath	Aye
Member Houdyshell	Aye
Member Manson	Absent
Member Seimears	Aye
Member Trautman	Aye

The regular meeting of the Raymore Park Board adjourned at 7:38 pm.

Respectfully submitted,
Greta Naab
Office Assistant

PROCLAMATION

WHEREAS, in 2016, an estimated 53,070 people will be diagnosed with pancreatic cancer in the United States and 41,780 will die from the disease, with approximately 860 of those deaths occurring in Missouri; and

WHEREAS, pancreatic cancer surpassed breast cancer this year to become the third leading cause of cancer death in the United States, and it is projected to become the second leading cause by 2020; and

WHEREAS, pancreatic cancer is the only major cancer with a 5-year relative survival rate in the single digits at just eight percent; and

WHEREAS, when symptoms of pancreatic cancer present themselves, it is generally late stage, and 71 percent of pancreatic cancer patients die within the first year of their diagnosis; and

WHEREAS, there will be an estimated 481,451 new pancreatic cancer cases diagnosed worldwide in 2020; and

WHEREAS, the good health and well-being of the residents of the City of Raymore are enhanced as a direct result of increased awareness about pancreatic cancer and research into early detection, causes and effective treatments.

NOW THEREFORE, I, Kristofer Turnbow, Mayor of the City of Raymore, Missouri, do hereby proclaim the 17th day of November, 2016, as

WORLD PANCREATIC CANCER DAY

in the City of Raymore, Missouri, to emphasize the awareness of pancreatic cancer and research into early detection, causes, and effective treatments.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Raymore to be affixed this 14th day of November, 2016.



Kristofer P. Turnbow
Mayor, City of Raymore

