



AGENDA

Raymore City Council Regular Meeting
City Hall – 100 Municipal Circle
Monday, November 28, 2016

7:00 p.m.

1. **Call to Order.**
2. **Roll Call.**
3. **Pledge of Allegiance.**
4. **Presentations/Awards.**
5. **Personal Appearances.**
 - Jodi Huston, Raymore-Peculiar Public School Foundation-Community Projects
6. **Staff Reports.**
 - A. Status of Capital Improvements (pg 11)
 - B. Public Works (pg 29)
 - C. Arts Commission (pg 33)
 - D. Monthly Grant Report (pg 37)
 - E. Monthly Financial Report (pg 41)
 - F. Monthly Investment Report (pg 47)
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, November 14, 2016 (pg 51)
 - B. City Council Special Meeting Minutes, November 17, 2016 (pg 65)

9. Unfinished Business. Second Reading.

A. Evan Brook 7th Final Plat

- Reference: - Agenda Item Information Sheet (pg 69)
- Bill 3218 (pg 71)
 - Staff Report (pg 74)
 - Development Agreement (pg 86)
 - Final Plat Drawing (pg 93)

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
- City Council, 11/14/16: Approved 8-0

B. Eagle Glen Parcel 5 Rezoning

- Reference: - Agenda Item Information (pg 95)
- Bill 3219 (pg 97)
 - Staff Report (pg 100)

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".

- Planning and Zoning Commission, 11/1/16: Approved, 7-1
- City Council, 11/14/16: Vote 4-4, Mayor tie vote-1: Approved

C. ETC Survey

- Reference: - Agenda Item Information Sheet (pg 117)
- Bill 3212 (pg 119)
 - Agreement (pg 121)

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.

- City Council, 11/14/16: Approved 8-0

D. MARC Household Hazardous Waste Agreement

Reference: - Agenda Item Information (pg 123)
- Bill 3211 (pg 125)
- Agreement (pg 127)

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.

- City Council, 11/14/16: Approved 8-0

E. Award of Contract - 2016 Inflow & Infiltration Reduction

Reference: - Agenda Item Information Sheet (pg 131)
- Bill 3214 (pg 133)
- Contract (pg 141)

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.

- City Council, 11/14/16: Approved 8-0

F. Award of Contract - Foxridge Drive Extension - Design

Reference: - Agenda Item Information Sheet (pg 179)
- Bill 3216 (pg 183)
- Contract (pg 186)

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.

- City Council, 11/14/16: Approved 8-0

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

Reference: - Agenda Item Information Sheet (pg 217)
- Bill 3221 (pg 219)
- Contract (pg 221)

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.

- City Council, 11/14/16: Approved 8-0

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

Reference: - Agenda Item Information Sheet (pg 239)
- Bill 3220 (pg 241)

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.

- City Council, 11/14/16: Approved 8-0

10. New Business. First Reading.

A. Branding Services Agreement with LynchPin Ideas

In response to RFQ 16-008 Branding Services, staff recommends approving a contract with LynchPin Ideas. The scope of work includes insight gathering, identity development, collateral development, and ongoing support for brand implementation.

Reference: - Agenda Item Memo (pg 245)
- Bill 3223 (pg 247)
- Exhibit A: Branding Services Agreement (pg 249)
- LynchPin Ideas RFQ Response (pg 259)

B. Highway 58 and Dean Avenue Entrance Art Purchase Agreement

The Arts Commission recommends that the City Council enter into an agreement with artist Chet Redmon (d.b.a CR Custom Ironworks, LLC) for the

final design, fabrication, and installation of the entrance artwork to be placed on the southeast corner of the Highway 58 and Dean Avenue intersection.

- Reference:
- Agenda Item Memo (pg 277)
 - Bill 3224 (pg 279)
 - Exhibit A: Art Purchase Agreement (pg 281)
 - November 15, 2016 Public Art Committee Meeting Notes (pg 295)

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| <ul style="list-style-type: none">• Public Art Committee Artist Selection 10/03/16: Approved 3-0• Public Art Committee Conceptual Design Consideration 11/15/16: Approved 3-0• Arts Commission Conceptual Design Consideration 11/21/16: Approved 4-0 |
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C. Eagle Glen Parcels 5 and 7 Revised Preliminary Plat (public hearing)

- Reference:
- Agenda Item Information Sheet (pg 299)
 - Resolution 16-57 (pg 301)
 - Staff Report (pg 303)
 - Preliminary Plat (pg 320)

Randal Leimer, representing Great Plains Real Estate Developments, LLC, is requesting Preliminary Plat approval for Eagle Glen Parcel 5 and 7, located on the west side of Fox Ridge Drive, north of Eagle Glen school. The preliminary plat would combine Parcel 5 and Parcel 7 into one tract of land and eliminate the proposed extension of Cooper Drive east to connect with Fox Ridge Drive.

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| <ul style="list-style-type: none">• Planning and Zoning Commission, 11/1/16: Approved 8-0 |
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D. Retail Development Services Agreement with Retail Strategies

In response to RFQu 17-001 Retail Development Services, staff recommends approving a contract with Retail Strategies. The scope of work focuses on the enhancement of retail and restaurant business attraction by identifying the community's strengths and weakness and leveraging those into a retailer's decision to locate inside the City.

- Reference:
- Agenda Item Memo (pg 231)
 - Bill 3225 (pg 323)
 - Exhibit A: Retail Development Services Agreement (pg 325)
 - Retail Strategies RFQ Response (pg 335)

E. Approval of the MO Department of Conservation CAP Agreement, Johnston Lake

- Reference:
- Agenda Item Information Sheet (pg 393)
 - Bill 3222 (pg 397)
 - Contract (pg 399)

On August 9 of 2010, the City Council authorized the Mayor to execute a contract agreement between the City and the Missouri Department of Conservation(MDC) through Bill 2574. This agreement is maintained through the MDC Community Assistance Program (CAP), with the goal of maximizing the recreational value of Johnston Lake. A revised agreement has been drafted that includes terms outlining the construction and maintenance as well as cost sharing opportunities for identified projects in the Hawk Ridge Park Improvements funded in the current CIP.

- Park Board, 9/27/16: Approved 8-0

F. Award of Contract - Hawk Ridge Park Improvement Projects Design Services

Reference: - Agenda Item Information Sheet (pg 433)
- Bill 3226 (pg 436)
- Contract (pg 438)

This contract involves design and engineering services for the improvement projects identified and funded at Hawk Ridge Park. In the memo included in the Council packet, staff summarizes the scope of work to be performed and recommends award of the project to Brian Clark & Associates, Inc. DBA Confluence.

- Park Board, 10/25/16: Approved 7-0

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, 11/01/16 (pg 455)
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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)*

Internet and Public Wifi in the Parks - This project involves the installation of internet service and public wifi at the concession stands in Recreation Park and Memorial Park. Internet access at these locations would allow for electronic purchasing transactions at the concession stands and the wifi will enhance the park experience for patrons. *Capital Improvement Sales Tax Fund \$18,000 (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. The fence was removed for the winter and staff will release the project in the spring after establishment of turf. *Capital Improvement Sales Tax Fund, \$30,000 (CW) 11/28/16*

2013 Projects

- Police Firing Range: Staff worked with the landlord of the property to complete desired improvements to include a backstop, fencing, and additional dirt work for berming. Cost for backstop and fencing portion totals \$9,600. Staff is looking into adding electricity, portable restroom facility, target system and additional security measures. *Capital Improvement Fund, \$94,000. (JZ) 11/28/16*

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 received one bid for the renovation. *Capital Improvement Fund, \$301,500. (MEK) 11/28/16*

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. Installation was completed November 10, 2016 *Capital Improvement Sales Tax Fund, \$12,000 (MEK) 11/28/16*

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. Staff has requested quotes from qualified manufacturers to present to the Park Board in January. *Park Sales Tax Fund, \$6,500 (NM) 11/28/2016*
- 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. Bill 3222 is before the Council for 1st reading on November 28. Bill 3226, Award of Contract to Confluence for Hawk Ridge Park design and engineering is before the Council on November 28. *Parks Sales Tax Fund, \$45,000 (NM) 11/28/2016*
- 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. Bill 3222 is before the Council for 1st reading on November 28. Bill 3226, Award of Contract to Confluence for Hawk Ridge Park design and engineering is before the Council on November 28. *Park Sales Tax Fund, \$90,000 (NM) 11/28/2016*

- 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. Construction Plans were approved by the Codes Department. Mobilization began November 21, work is scheduled to begin the week of November 28. *Park Sales Tax Fund, \$194,000 (NM) 11/28/2016*

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. Bill 3222 is before the Council for 1st reading on November 28. Bill 3226, Award of Contract to

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 requested three quotes and selected a vendor. Design and manufacturing began November 21. *Park Sales Tax Fund, \$25,000 (NM) 11/21/2016*

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)*

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. Installation of curbs has been completed. Restoration of deteriorated areas will be completed in March 2017. *Stormwater Fund, \$100,000 (MEK) 11/28/16*
- 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 curb work is complete and the pavement should be completed by mid-December. *Stormwater Fund, \$92,000 (MEK); 11/28/16*

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 95% complete. *Transportation Fund, \$400,000 (MEK) 11/28/16*
- 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 fogg seal portion of this project is scheduled for May 4th. A contract for the micro-surface and fogg seal portion of this work is being presented to Council at the May 23rd meeting. This project is 90% complete. *Transportation Fund, \$800,000 (MEK) 11/28/16*

- 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 and various locations. The project is 30% complete. *Transportation Fund, \$117,000 (MEK) 11/28/16*
- 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. Work is scheduled to occur early spring 2017. *Enterprise Capital Maintenance Fund, \$400,000 (MEK); 11/28/16*

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 December 2016 with a bid opening scheduled for 12/28/16. *Water Connection Fee Fund, \$514,600. (MEK) (12/28/15); 11/28/16*

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 were completed and a bid opening was held on October 4th. Contract was awarded to Straub Construction Company on October 24th. A groundbreaking ceremony was held on November 15, 2016. Construction crews mobilized the following day. *Capital Improvement Sales Tax Fund, \$1,815,250; 2016 General Obligation Bond, \$1,774,000 (MH) 11/28/16*
- 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, 2016. SFS has completed a concept floor plan, exterior and interior design is near completion. *General Obligation Bond, \$2,843,000 (MH) 11/28/2016*

- 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. Bill 3226, Award of Contract to Confluence for Hawk Ridge Park design and engineering is before the Council on November 28. *2016 General Obligation Bond, \$85,000 (NM) 11/28/2016*
- 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. Bill 3226, Award of Contract to Confluence for Hawk Ridge Park design and engineering is before the Council on November 28. *2016 General Obligation Bond, \$675,100 (NM) 11/28/2016*
- 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. Bill 3226, Award of Contract to Confluence for Hawk Ridge Park design and engineering is before the Council on November 28. *2016 General Obligation Bond, \$700,000 (NM) 11/28/2016*
- 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*

Raymore Streets

- 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*

Public Works Monthly Report

November 28, 2016
City Council Meeting
Page 29 of 45



November 1, 2016 through November 23, 2016

ENGINEERING DIVISION

Projects Under Construction

- 2016 Microsurface - fog seal is 99% complete
- 2016 Curb Replacement- construction is 95% complete
- 2016 Median Beautification- construction is 35% complete
- 2016 Mill and Overlay- construction is 99% complete
- 2016 Sidewalk/Sidewalk Gap- construction is 30% complete
- 2016 Hwy 58 Overlay- construction is 95% complete
- 2016 Decorative Lights- construction is 90 % complete
- 2015 Foxwood Water Tower- construction will start in March 2017

Projects Under Design

Gore Waterline and meter station- bid opening is 12-28-2016

OPERATIONS & MAINTENANCE DIVISION

November 1, 2016

- Completed various service requests
- Reread water meters
- Monitor the sewer issue on 58 Hwy
- Monitor the pumps at Owen Good
- Repaired water meters
- Marked locates for Google

November 2, 2016

- Completed various service requests
- Monitor the sewer issue on 58 Hwy
- Monitor the pumps at Owen Good
- Shut off water services for non payment
- Check on the conflict monitor for the traffic signal at S Madison & Hubach
- Picked up adopt-a-street trash on S Madison
- Check the video detection cameras for the traffic signals at S Madison & Hubach

- Marked locates for Google
- Repaired water meters

November 3, 2016

- Completed various service requests
- Monitor the sewer issue on 58 Hwy
- Monitor the pumps at Owen Good
- Marked locates for Google
- Repaired water meters
- Made guardrail for Johnston Dr
- Reread water meters

November 4, 2016

- Completed various service requests
- Monitor the sewer issue on 58 Hwy
- Monitor the pumps at Owen Good
- Marked locates for Google
- Installed guardrail on Johnston Dr
- Repaired water meters
- Reread water meters

November 7, 2016

- Completed various service requests
- Marked Google locates
- New employee practiced for CDL test
- Repaired water meters
- Repaired sewer main at 615 W Foxwood
- Worked on signs on Kentucky

November 8, 2016

- Completed various service requests
- Asphalt patched the street on Pacific
- New employee practiced for CDL test
- Repaired water meters
- Repaired sewer main at 615 W Foxwood
- Marked Google locates

November 9, 2016

- Completed various service requests
- Shut off water services for non payment
- Cleaned up concrete dumped at J Hwy & 58 Hwy and at Lucy Webb & S Madison
- Patched potholes on Peace Dr
- Milled and patched the street on S Foxridge at Lucy Webb

- Marked Google locates
- Poured concrete at sewer repair at 615 W Foxwood Dr
- Mowed 58 Hwy
- Pulled bi-monthly water samples

November 10, 2016

- Completed various service requests
- Repaired storm pipe at sewer main repair at 615 W Foxwood
- Met JCI at Owen Good to work on pumps
- Made and installed signs on Kentucky Rd at 163rd
- Class-flagger certification
- Repaired water meters
- Did dirt work on Lakeshore after water break
- Did dirt work at Olive & Madison after water break

November 14, 2016

- Completed various service requests
- Marked Google locates
- Read water meters
- Put signs up on Municipal Cir for Centerview groundbreaking
- Took down the 58 Hwy Overlay project signs
- Did dirt work from sewer main repair in front of Mazuma
- Repaired water main hit by Google contractors at 507 Meadow Ln

November 15, 2016

- Completed various service requests
- Read water meters
- Repaired water meters
- Installed ID signs at N Foxridge & 58 Hwy on the traffic signal mast arms
- Did dirt work and formed curb and sidewalk in front of Mazuma after sewer main repair
- Marked Google locates

November 16, 2016

- Completed various service requests
- Read water meters
- Repaired water meters
- Installed Sensus radios on Sensus iPerl meters
- Poured concrete for curb in front of Mazuma after sewer main repair
- Marked Google locates
- Poured concrete for sidewalk in front of Mazuma after sewer main repair

November 17, 2016

- Completed various service requests

- Marked Google locates
- Read water meters
- Installed Sensus radios on Sensus iPerl meters
- Pulled forms from sidewalk and curb in front of Mazuma
- Repaired sewer manhole in front of Mazuma
- Repaired signs
- Repaired water meters

November 18, 2016

- Completed various service requests
- Marked Google locates
- Read water meters
- Installed Sensus radios on Sensus iPerl meters
- Finished dirt work in front of Mazuma
- Repaired irrigation at Mazuma damaged during sewer main repair
- Repaired water meters
- Removed traffic control on 58 Hwy in front of Mazuma

¾" Water Taps	7
Sensus Radios Installed	55
Meter Conversions	14
Sewer Inspections	5
Water Inspections	7
Locates	608
City Hall Work Orders	116
Driveway Insp	11
Sidewalk Insp	1
Final ROW Insp	30



NOVEMBER 2016 ARTS COMMISSION REPORT

- Arts Programming:** The Arts Commission will hold its final education program of 2016 on December 3. The **Holiday Self Portrait Class** will be from 9:30 to 11:30 a.m. at the Park House. The class costs \$20 per person and is open to kids ages 9-15. The Programming Committee has also finalized its Spring programming schedule:

Family Art Days		
Class	Details	Cost
Handmade Cards Instructor: Heather Gambrell	February 11, 2017 9:30 to 11 a.m. Park House	\$5 per person All ages welcome
Zentangle Art Instructor: Sharon Parys	March 11, 2017 9:30 to 11 a.m. Park House	\$5 per person All ages welcome
Let's Play Drums Instructor: Beth Ivers	April 8, 2017 9:30 to 11 a.m. Park House	\$5 per person All ages welcome
The Art of Nature Instructor: Heather Gambrell	May 13, 2017 9:30 to 11 a.m. Park House	\$5 per person All ages welcome

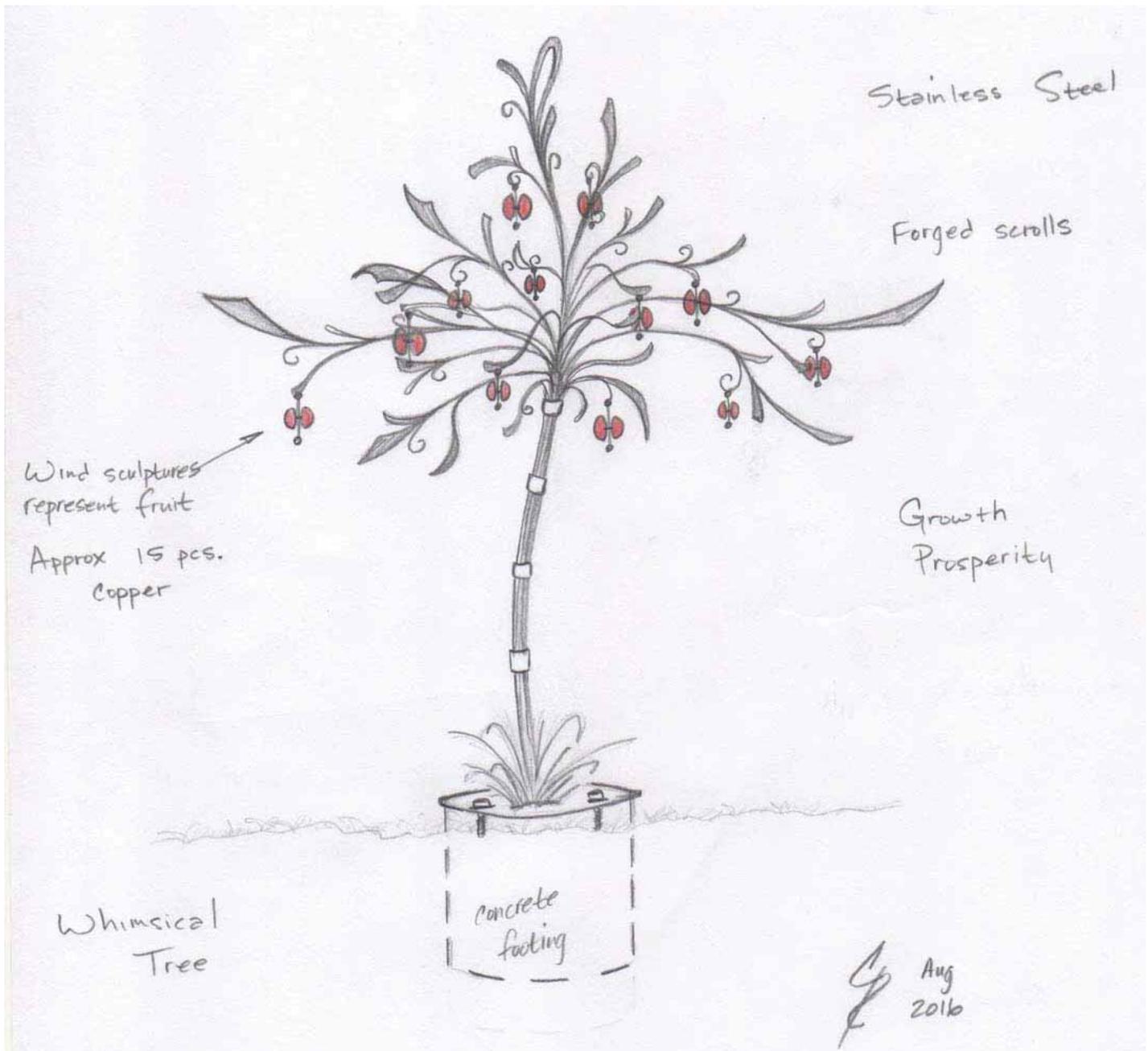
Art Club		
This is a new program targeted at kids ages 8-12. Instructor Heather Gambrell will host an open art hour once a month. Participants can bring their own art to work on or can work on a guided project with the group. Location: Park House		
Date	Time	Cost
January 10, 2017	4:30 to 6 p.m.	Free
February 14, 2017	4:30 to 6 p.m.	Free
March 14, 2017	4:30 to 6 p.m.	Free
April 11, 2017	4:30 to 6 p.m.	Free
May 9, 2017	4:30 to 6 p.m.	Free

- **Tri-County Art League Student Art Contest:** The Arts Commission sponsored the Student Art Contest that was part of the Tri-County Art League's *ArtFest* on November 13. The contest winners will be on display in the City Council Chambers for the first Chamber Art Exhibit of 2017.



- **Centerview Public Art Project:** The Arts Commission approved the conceptual design for artist Chet Redmon's piece that will be placed at Centerview. Staff will work with Redmon to complete the final design plans for the piece before fabrication begins. The conceptual design is attached to this report.
- **58/Dean Entrance Art Project:** The Arts Commission approved the conceptual design for artist Chet Redmon's piece that will be placed on the southeast corner for 58/Dean. The City Council will consider approving a contract with Redmon for the final design, fabrication, and installation of this piece at its November 28, 2016 meeting.
- **Upcoming Meetings:**
 - December 13, 2016 - No Arts Commission Meeting
 - December 20, 2016 - Public Art Committee Meeting, 7:30 p.m.
 - January 10, 2017 - Arts Commission Meeting, 7 p.m.

Centerview Public Art Conceptual Design
Artist: Chet Redmon



Piece Details:

- Proposed dimensions: 10 feet tall and 10 feet in diameter (branches will be 360 degrees around trunk)
- Raw stainless steel with accent "fruit" (either copper or colored steel)
- Fruit will be kinetic and spin
- Full details of the conceptual design are included in the November 15, 2016 Public Art Committee Notes (included in the City Council Packet with Bill 3224)



GRANT REPORT - NOVEMBER 2016

New Grant Applications	Grantor	Award Amt. Requested / Match Req'd.	Project / Item	Notification Timeline	Awarded / Denied
Recreational Amenity Cost Sharing Program - Community Assistance Program (CAPS)	MO Dept of Conservation	\$178,000 (75% Contribution by CAPS)	Johnston Lake Community Assistance Program	Summer 2016	Awarded

Current Grant Awards:	Grantor	Award Amount / Match Req'd.	Eligible Amount Expended to Date	Awards/ Reimbursements Rec'd. to Date	Grant Deadline
Police:					
State & Community Hwy. Safety Grant - DWI (Oct. 2015 - Sept. 2016)	MoDOT (Traffic & Hwy. Safety Division)	\$8,000.00 (no match)	\$7,579.35	\$ 5,356.64	9/30/16
State & Community Hwy. Safety Grant - HMV (Oct. 2015 - Sept. 2016)	MoDOT (Traffic & Hwy. Safety Division)	\$5,000.00 (no match)	\$4,989.83	\$4,118.16	9/30/16
Bulletproof Vest Partnership program (2014) ¹	U.S. Dept. of Justice	\$5,100.73 (50% match)	\$5,100.73	\$2,377.75	9/30/16

¹ Bulletproof Vest reimbursements have a 2-yr drawdown period

****This report reflects activity through October 31, 2016****



GRANT REPORT - NOVEMBER 2016

Bulletproof Vest Partnership program (2016) ²	U.S. Dept. of Justice	\$5,005.00 (50% match)	\$117.52	\$0.00	8/31/18
Emergency Mgmt:					
Emergency Mgmt. Performance Grant - 2016	FEMA	\$51,123.96 (50% match)	\$39,305.44	\$24,682.12	12/31/2016
Past Grant Awards:	Grantor	Award Amount / Match Reqd.	Eligible Amount Expended to Date	Awards/ Reimbursements Rec'd. to Date	Grant Deadline
Police:					
Bulletproof Vest Partnership Program - 2013	U.S. Dept. of Justice	\$1,016.65 (50% match)	\$ 1,016.65	\$ 1,016.65	8/31/15
State & Community Hwy. Safety Grant - <u>DWI</u> (Oct. 2014 - Sept. 2015)	MO DOT (Traffic & Hwy. Safety Division)	\$7,000.00 (no match)	\$ 6,968.38	\$ 6,968.38	9/30/15
State & Community Hwy. Safety Grant - <u>HMV</u> (Oct. 2014 - Sept. 2015)	MO DOT (Traffic & Hwy. Safety Division)	\$4,000.00 (no match)	\$ 3,978.37	\$ 3,978.37	9/30/15
Emergency Mgmt:					
Emergency Mgmt. Performance Grant - 2015 (Jan. - Dec. 2015)	FEMA	\$48,306.97 (50% match)	\$47,895.11	\$47,895.11	12/31/15

² Bulletproof Vest reimbursements have a 2-yr drawdown period

****This report reflects activity through October 31, 2016****



GRANT REPORT - NOVEMBER 2016

Past Partnership Grant Awards:	Grantor	Partners	City of Raymore "In Kind" cont.	Award Received	Grant Deadline
Parks & Rec:					
Water Quality Education Grant- <i>(4-acres of prairie meadow & riparian plantings in Linear Park)</i>	MARC	South Grand Watershed ³ Mo. Dept. of Conservation Raymore Parks & Rec	\$ 5,690.00	\$ 2,475.00	12/01/15

³ Grant administrator

****This report reflects activity through October 31, 2016****



TO: Mayor and Members of the City Council
VIA: Mr. Jim Feuerborn, City Manager
From: Ms. Cynthia Watson, Finance Director
DATE: 11/28/2016
Re: Monthly Financial Report

Mayor and Council:

Attached is the monthly departmental financial summary report for your review. This report has been prepared for the fiscal period October 1, 2015 to October 31, 2015.

Some notes regarding this month's summary operating report:

General Fund Revenue:

Overall, at cash close of the fiscal year, General Fund revenues totaled 102.35% of the budget

- Property taxes finished at 99.84% of budget.
- Franchise Taxes finished at 95.24% of budget. Land-Line Telecommunications came in slightly under budget while the electric and video franchise revenues came in at or over budget. The wireless communications franchise revenue came in at 88.87% of budget and gas energy franchise revenue came in at 75.60% of budget.
- Sales tax revenues finished at 101.52% of budget, with \$93,450 more being collected in FY 2015 than the year before.
- Fees and Permit revenues finished at 236.07% of budget. This is primarily due to unbudgeted payments for commercial building permits and plan review fees as well as 197 residential building permits issued.
- License revenues finished at 107.11% of budget, up \$6,888 from FY 2015. Occupational license revenues collected are tracking as expected. Primarily due to the increase number of housing starts and commercial building occurring in the City during FY 2016.
- Municipal Court finished at 95.73 of budget, up \$18,713 from the prior year. This is primarily due to a more normal caseload following a decreased caseload in 2015.

- The Inter-fund Transfers finished at 98.77% of budget. All transfers were operating transfers were completed with the exception of the Capital Projects Transfer. This transfer is not performed until the final acceptance of the project. The 2016 Sidewalk project is being held for final acceptance for establishment of turf.
- Overall, General Fund operating revenues came in \$258,804 over budget. As noted above, most revenue sources came in over budget and exceeded the prior year receipts.

General Fund Expenses:

Departmental spending came in below budget (expected to finish under 95%). All of the departments came in under budget, with several departments significantly under budget. Non-Departmental expenditures, which represent transfers to other funds, were at 100% of budget.

Parks Fund Revenue:

Parks and Recreation revenues collected totaled 103.24% of budget, \$45,907 higher than in FY 2014.

- Property tax revenues finished at 99.75% of budget, \$9,366 higher than last year.
- Parks revenues associated with rentals of the park house and shelters finished at 91.39% of budget, \$2,481 less than last year.
- Recreation program revenues finished at 106.53% of budget, \$22,274 higher than FY 2015. This was primarily due to the increased programs and participation in most all programs offered.

Parks Fund Expenses

The Parks and Recreation combined expenses finished at 92.68% of budget.

Enterprise Fund Revenue

Utility operating revenues finished at 104.11% of budget, up \$1,061,123 from the prior year.

Enterprise Fund Expense

Enterprise Fund expenditures at cash close are at 96.14% of budget and will finish year end under budget.

CITY OF RAYMORE
 DEPARTMENT HEAD REPORT - UNAUDITED
 AS OF: OCTOBER 31ST, 2016

01 -GENERAL FUND
 FINANCIAL SUMMARY

	PRIOR YEAR ENDING PO BAL.	PRIOR YEAR PO ADJUST.	REMAINING PRIOR YEAR PO BALANCE	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
REVENUE SUMMARY									
NON-DEPARTMENTAL									
PROPERTY TAXES	0.00	0.00	0.00	1,306,209.00	2,716.67	1,304,179.86	0.00	2,029.14	99.84
FRANCHISE TAXES	0.00	0.00	0.00	2,345,761.00	223,589.70	2,234,113.91	0.00	111,647.09	95.24
SALES TAXES	0.00	0.00	0.00	3,269,336.00	279,836.94	3,319,020.79	0.00	(49,684.79)	101.52
FEES AND PERMITS	0.00	0.00	0.00	164,627.00	25,546.22	388,640.86	0.00	(224,013.86)	236.07
LICENSES	0.00	0.00	0.00	123,350.00	2,068.75	132,116.50	0.00	(8,766.50)	107.11
MUNICIPAL COURT	0.00	0.00	0.00	440,900.00	34,306.46	422,078.82	0.00	18,821.18	95.73
MISCELLANEOUS	0.00	0.00	0.00	309,474.00	16,401.35	396,128.48	0.00	(86,654.48)	128.00
TRANSFERS - INTERFUND	0.00	0.00	0.00	1,381,579.00	141,214.88	1,364,579.00	0.00	17,000.00	98.77
TOTAL NON-DEPARTMENTAL	0.00	0.00	0.00	9,341,236.00	725,680.97	9,560,858.22	0.00	(219,622.22)	102.35
TOTAL REVENUES	0.00	0.00	0.00	9,341,236.00	725,680.97	9,560,858.22	0.00	(219,622.22)	102.35
EXPENDITURE SUMMARY									
NON-DEPARTMENTAL									
ADMINISTRATION	0.00	0.00	0.00	1,188,140.75	99,326.62	1,176,694.40	3,000.00	8,446.35	99.29
INFORMATION TECHNOLOGY	22,655.50	21,718.00	937.50	453,022.00	24,486.26	434,334.16	(21,557.00)	40,244.84	91.12
ECONOMIC DEVELOPMENT	4,174.30	4,174.30	0.00	168,419.71	9,081.72	150,871.45	(4,174.30)	21,722.56	87.10
COMMUNITY DEVELOPMENT	0.00	0.00	0.00	571,752.75	41,755.11	530,315.91	0.00	41,436.84	92.75
ENGINEERING	0.00	0.00	0.00	389,182.75	30,452.05	381,058.86	0.00	8,123.89	97.91
STREETS	0.00	0.00	0.00	1,216,858.25	124,605.68	1,015,927.60	18,500.00	182,430.65	85.01
BUILDING & GROUNDS	392.00	392.00	0.00	308,410.00	26,953.07	271,475.34	1,453.00	35,481.66	88.50
STORMWATER	0.00	0.00	0.00	282,293.25	22,052.83	248,203.17	0.00	34,090.08	87.92
COURT	0.00	0.00	0.00	167,075.50	14,642.21	164,307.51	0.00	2,767.99	98.34
FINANCE	0.00	0.00	0.00	568,599.00	45,028.84	562,797.01	255.00	5,546.99	99.02
POLICE	2,708.00	2,708.00	0.00	3,770,192.00	294,024.19	3,433,586.01	1,445.52	335,160.47	91.11
EMERGENCY MANAGEMENT	0.00	0.00	0.00	126,099.00	8,288.22	112,710.85	0.00	13,388.15	89.38
TOTAL EXPENDITURES	29,929.80	28,992.30	937.50	10,580,796.96	854,926.17	9,853,034.27	(1,077.78)	728,840.47	93.11
REVENUES OVER/(UNDER) EXPENDITURES	(29,929.80)	28,992.30	(937.50)	(1,239,560.96)	(129,245.20)	(292,176.05)	1,077.78	(948,462.69)	23.48

25 -PARK FUND
 FINANCIAL SUMMARY

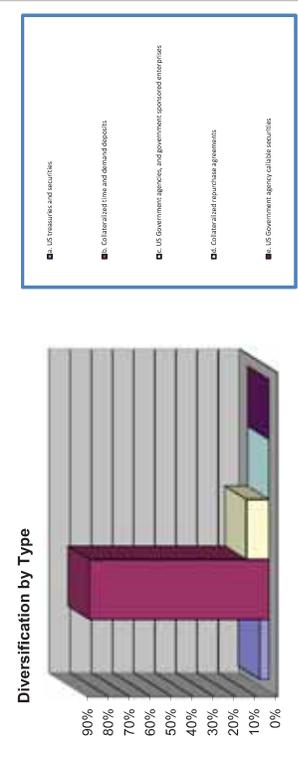
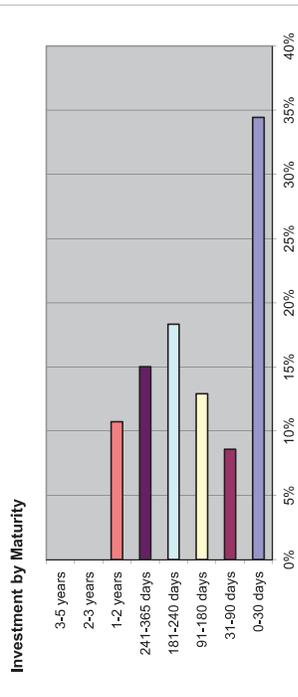
	PRIOR YEAR ENDING PO BAL.	PRIOR YEAR PO ADJUST.	REMAINING PRIOR YEAR PO BALANCE	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
REVENUE SUMMARY									
NON-DEPARTMENTAL									
MISCELLANEOUS	0.00	0.00	0.00	0.00	994.84	994.84	0.00 (	994.84)	0.00
TOTAL NON-DEPARTMENTAL	0.00	0.00	0.00	0.00	994.84	994.84	0.00 (	994.84)	0.00
PARKS DEPARTMENT									
PROPERTY TAXES	0.00	0.00	0.00	351,956.00	731.35	351,068.79	0.00	887.21	99.75
MISCELLANEOUS	0.00	0.00	0.00	3,041.00	128.03	14,237.42	0.00 (	11,196.42)	468.18
PARK REVENUE	0.00	0.00	0.00	21,250.00	450.00	19,420.00	0.00	1,830.00	91.39
TRANSFERS - INTERFUND	0.00	0.00	0.00	275,000.00	22,916.63	275,000.00	0.00	0.00	100.00
TOTAL PARKS DEPARTMENT	0.00	0.00	0.00	651,247.00	24,226.01	659,726.21	0.00 (	8,479.21)	101.30
RECREATION PROGRAMS									
PARK REVENUE	0.00	0.00	0.00	352,905.00	23,081.56	375,964.56	0.00 (	23,059.56)	106.53
TOTAL RECREATION PROGRAMS	0.00	0.00	0.00	352,905.00	23,081.56	375,964.56	0.00 (	23,059.56)	106.53
TOTAL REVENUES	0.00	0.00	0.00	1,004,152.00	48,302.41	1,036,685.61	0.00 (	32,533.61)	103.24
EXPENDITURE SUMMARY									
PARKS DEPARTMENT	28,640.36	28,640.36	0.00	690,765.75	55,542.27	657,285.76 (	27,330.36)	60,810.35	91.20
RECREATION PROGRAMS	0.00	0.00	0.00	542,026.00	51,613.92	512,571.95	0.00	29,454.05	94.57
TOTAL EXPENDITURES	28,640.36	28,640.36	0.00	1,232,791.75	107,156.19	1,169,857.71 (	27,330.36)	90,264.40	92.68
REVENUES OVER/(UNDER) EXPENDITURES	(28,640.36)	28,640.36	0.00	(228,639.75)	(58,853.78)	(133,172.10)	27,330.36 (	122,798.01)	46.29

50 -ENTERPRISE FUND
 FINANCIAL SUMMARY

	PRIOR YEAR ENDING PO BAL.	PRIOR YEAR PO ADJUST.	REMAINING PRIOR YEAR PO BALANCE	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
REVENUE SUMMARY									
NON-DEPARTMENTAL									
MISCELLANEOUS	0.00	0.00	0.00	24,681.00	3,433.88	39,545.06	0.00 (	14,864.06)	160.22
UTILITY REVENUE	0.00	0.00	0.00	7,182,113.00	667,472.84	7,427,925.81	0.00 (	245,812.81)	103.42
TOTAL NON-DEPARTMENTAL	0.00	0.00	0.00	7,206,794.00	670,906.72	7,467,470.87	0.00 (	260,676.87)	103.62
DEBT SERVICE									
MISCELLANEOUS	0.00	0.00	0.00	155,556.00	0.00(	74.00)	0.00	155,630.00	0.05-
TOTAL DEBT SERVICE	0.00	0.00	0.00	155,556.00	0.00(	74.00)	0.00	155,630.00	0.05-
SRF SEWER BONDS									
MISCELLANEOUS	0.00	0.00	0.00	0.00	1.43	27,443.44	0.00 (	27,443.44)	0.00
TRANSFERS - INTERFUND	0.00	0.00	0.00	0.00	10,833.33	128,275.22	0.00 (	128,275.22)	0.00
TOTAL SRF SEWER BONDS	0.00	0.00	0.00	0.00	10,834.76	155,718.66	0.00 (	155,718.66)	0.00
TOTAL REVENUES	0.00	0.00	0.00	7,362,350.00	681,741.48	7,623,115.53	0.00 (	260,765.53)	103.54
EXPENDITURE SUMMARY									
NON-DEPARTMENTAL									
WATER	0.00	0.00	0.00	234,144.00	19,512.00	234,025.91	0.00	118.09	99.95
SEWER	78,276.00	78,276.00	0.00	3,197,077.00	409,709.98	3,100,413.79	2,495.00	94,168.21	97.05
SOLID WASTE	0.00	0.00	0.00	2,734,153.00	444,045.71	2,591,133.78	(78,276.00)	221,295.22	91.91
DEBT SERVICE	0.00	0.00	0.00	948,000.00	162,023.64	956,037.56	0.00 (	8,037.56)	100.85
SRF SEWER BONDS	0.00	0.00	0.00	0.00	0.00	2,368.55	0.00 (	2,368.55)	0.00
TOTAL EXPENDITURES	78,276.00	78,276.00	0.00	155,556.00	0.00	33,653.94	0.00	121,902.06	21.63
TOTAL EXPENDITURES	78,276.00	78,276.00	0.00	7,268,930.00	1,035,291.33	6,917,633.53	(75,781.00)	427,077.47	94.12
REVENUES OVER/(UNDER) EXPENDITURES	(78,276.00)	78,276.00	0.00	93,420.00	(353,549.85)	705,482.00	75,781.00 (	687,843.00)	836.29

City of Raymore									
Current Listing of Investments Held at 10/31/16									
Purchase Date	Receipt #	Institution	Description	Restricted	Maturity Date	Principal	Par *	Yield	Market**
06/27/16	802363	CBR	CD	Fund 50	06/29/17	668,309.92	668,309.92	0.3000	668,309.92
08/23/16	108039870	Commerce	CD		08/23/17	1,500,000.00	1,500,000.00	0.6000	1,500,000.00
09/26/16	108039953	Commerce	CD		09/26/17	2,000,000.00	2,000,000.00	0.6000	2,000,000.00
11/20/15	802123	CBR	CD		11/20/16	2,009,774.78	2,009,774.78	0.6500	2,009,774.78
04/27/16	802285	CBR	CD		04/27/17	2,010,515.75	2,010,515.75	0.7000	2,010,515.75
04/30/15	108036923	Commerce	US TREASURY NOTE		04/30/17	1,000,000.00	1,000,000.00	0.5000	1,000,000.00
01/27/15	108036606	Commerce	FHLB		12/08/17	2,500,000.00	2,500,000.00	1.1250	2,500,000.00
10/31/16	802447	CBR	CD		06/27/17	2,000,000.00	2,000,000.00	0.6000	2,000,000.00
10/18/12	MOSIP	MOSIP	MOSIP POOLE - GENERAL FUND	GO Bond	NA	2,009,556.09	2,009,556.09	0.0500	2,009,556.09
06/03/16	MOSIP	MOSIP	MOSIP POOLE - GO BOND	GO Bond	NA	2,003,755.91	2,003,755.91	0.0500	2,003,755.91
09/01/16	MOSIP	MOSIP	MOSIP POOLE - GO BOND	GO Bond	NA	2,001,715.42	2,001,715.42	0.0500	2,001,715.42
06/03/16	802315	CBR	CD		06/03/17	1,602,944.00	1,602,944.00	0.7300	1,602,944.00
06/03/16	802318	CBR	CD		01/28/17	2,002,772.60	2,002,772.60	0.5500	2,002,772.60
Investment Total						23,309,344.47	23,309,344.47	0.5191	23,309,344.47

* Par value listed above is the actual amount if less than one year or the calculated annual earnings showing a one-year duration
 **Market value listed above is the value of the investment at month end



Listing of Investments Matured During the Month									
Month	Receipt #	Institution	Description	Restricted	Maturity Date	Principal	Par *	Yield	Days Held
02/25/16	108039107	Commerce	CD		08/23/16	1,500,000.00	1,500,000.00	0.5200	180.00
06/03/16	108039641	Commerce	CD	GO Bond	09/01/16	2,000,000.00	2,000,000.00	0.4160	90.00
12/31/15	108038521	Commerce	CD		09/26/16	2,000,000.00	2,000,000.00	0.6500	270.00
04/30/15	108036915	Commerce	FNMA		10/31/16	2,000,000.00	2,000,000.00	1.1250	548.00
Average Rate of Return on Maturities:						0.6883			

Consent Agenda

THE RAYMORE CITY COUNCIL MET IN REGULAR SESSION ON MONDAY, NOVEMBER 14, 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, DEPUTY CITY CLERK ERICA HILL, AND CITY ATTORNEY JONATHAN ZERR.

1. **Call To Order.** Mayor Turnbow called the meeting to order at 7:00 p.m.
2. **Roll Call.** Deputy City Clerk Erica Hill called roll; quorum present to conduct business.
3. **Pledge of Allegiance.**

4. **Presentations/Awards.**

Mayor Turnbow presented the World Pancreatic Cancer Day Proclamation to the Hurst and Woodson families.

5. **Personal Appearances.**

6. **Staff Reports.**

Deputy City Clerk Erica Hill noted that after approval of the October 10 minutes, errors were brought to the attention of the City Clerk's office. The amended minutes are on the Consent Agenda for re-approval.

Community Development Director Jim Cadoret provided a review of the staff report included in the Council packet, and reviewed upcoming the Board of Adjustment meeting on November 15, Planning & Zoning Commission items, and the Community for All Ages initiative.

Parks and Recreation Director Nathan Musteen updated Council on upcoming events and projects occurring in the department.

Police Chief Jan Zimmerman reviewed technology advancements being utilized by the Police Department and other community agencies.

City Manager Jim Feuerborn reviewed items of the November 21 work session and announced a special meeting has been called for Thursday, November 17 to allow Council to meet for an Executive Session. The meeting has been posted accordingly.

7. **Committee Reports.**

Derek Moorhead stated the next Charter Review Commission meeting is November 15 in the Executive Conference Room.

8. Consent Agenda.

- A. City Council Meeting Minutes, October 10, 2016 - amended
- B. City Council Minutes, October 24, 2016
- C. City Council Special Meeting Minutes, October 27, 2016
- D. Resolution 16-54, Reappointment of Patrick Clark to the TIF Commission
- E. Resolution 16-55, Reappointment of Dale Jacobson to the TIF Commission
- F. Resolution 16-56, Johnson Drive Reconstruction - Acceptance and Final Payment

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

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

9. Unfinished Business. Second Readings.

A. 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."

Deputy City Clerk Erica Hill conducted the second reading of Bill 3217 by title only.

MOTION: By Councilmember Moorhead, second by Councilmember Hubach to approve the second reading of Bill 3217 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 announced the motion carried and declared Bill 3217 as **Raymore City Ordinance 2016-082**.

10. New Business. First Readings.

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

Mayor Turnbow opened the public hearing at 7:24 p.m. and asked for a staff report.

Deputy City Clerk Erica Hill stated 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 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 7:25 p.m.

MOTION: By Councilmember Moorhead, second by Councilmember Hubach to approve the liquor license application for China Star.

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.”

Deputy City Clerk Erica Hill conducted the reading of Resolution 16-49 by title only.

Mayor Turnbow opened the public hearing at 7:27 p.m. and asked for a staff report.

Todd Polk, CFS Engineers, 9229 Ward Parkway, Kansas City, MO, reviewed three sections of the project: completion of the project, Sunset Lane connection, and storm water management. Completion will provide better access for buses and emergency vehicles throughout the area and surrounding subdivisions with the development of Sunset Lane. He stated they are implementing the City's storm water best management practices and noted that water run-off amounts should experience a slight reduction after development. Mr. Polk answered questions of clarification from Council.

Mr. Cadoret provided a review of the staff report included in the Council packet. 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. This public hearing was properly advertised in *The Raymore Journal* and he asked for the notices mail to the adjoining property owners, notice of publication, Unified Development Code (UDC), the application, the Growth Management Plan (GMP) and the staff report be included in the record. The initial preliminary plat for the subdivision expired many years ago as development in the subdivision stopped. This 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. A good neighbor informational meeting was held on September 28 and at that meeting, the applicant for the project and Rick Walker, engineer for the applicant, presented information to those in attendance. Those in attendance had concerns about Sunset Lane becoming a through street and the additional stormwater associated with the development. The Planning and Zoning Commission, at its October 18, 2016 meeting, voted 6-1 to accept the staff proposed findings of fact and recommend approval of the preliminary plat to City Council. Council postponed action on this item at its October 24 meeting to have discussions at the November 7 work session.

Public Works Director Mike Krass stated the final plans include a taper at the end of Sunset Lane and the storm water control meets or exceeds the City's requirements.

Councilmember Moorhead asked if the City has permission to construct the Sunset Lane extension into county jurisdiction. Mr. Feuerborn stated the City has had conversations with the County. This preliminary plat does not include the connection; they are independent projects.

Mr. Cadoret and Mr. Krass answered questions of clarification from Council.

Mayor Turnbow opened the floor for public comments.

The following citizens spoke against this project due to the varying widths of Sunset Lane, the impact of traffic on the county roads in Dutchman Acres, and current water drainage issues:

Mary Reed, 510 Magnolia Street
John Campbell, 803 Magnolia Street
Tim Rutherford, 1023 S. Sunset lane
Michelle Helzer, 710 W. Magnolia Street
Leona Solar, 803 S. Sunset Lane (provided pictures to be entered into the record)
Richard Westhoff, 912 S. Sunset Lane
Judy Campbell, 803 Magnolia Street

Mayor Turnbow opened the floor for further public comments and hearing none, closed the public hearing at 8:21 p.m.

MOTION: By Councilmember Moorhead, second by Councilmember Hubach to approve Resolution 16-49 by title only.

DISCUSSION: Councilmember Moorhead stated he is supporting this preliminary plat because it does not extend into Dutchman Acres. The extension is a separate project. He noted the City and Developer have measures in place for storm water issues in the future.

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

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."

Deputy City Clerk Erica Hill conducted the first reading of Bill 3218 by title only.

Community Development Director Jim Cadoret provided a review of the staff report included in the Council packet. 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. The approval of the previous agenda item was required in order to approve the final plat. The Planning and Zoning Commission voted 6-1 at their October 18 meeting to accept staff proposed findings of fact and forward to the Council with a recommendation of approval. Council postponed action on this item at its October 24 meeting to have discussions at the November 7 work session. The Development Agreement addresses the maintenance of storm water control.

Councilmember Holman asked if the Development Agreement includes a homeowners association. Mr. Cadoret stated no, the maintenance agreement handles the detention basin area.

MOTION: By Councilmember Moorhead, second by Councilmember Hubach to approve the first reading of Bill 3218 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

D. Eagle Glen Parcel 5 Rezoning (public hearing)

BILL 3219: "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."

Deputy City Clerk Erica Hill conducted the first reading of Bill 3219 by title only.

Mayor Turnbow opened the public hearing at 8:27 p.m. and called for a staff report.

Randal Leimer, Great Plains Developments, is requesting rezoning for Parcel 5 to R-3B to match the zoning of Parcel 7 included in this project. He noted Cooper Drive currently is planned to split the parcels and would request to remove that in future phases. They are not increasing units and it is less than allowable by the current zoning.

Councilmember Kellogg asked what is planned in lieu of access via Cooper Drive. Mr. Leimer stated he hasn't been approached with this question, but past comments have been to remove the access into Foxhaven.

Mr. Leimer answered questions of clarification from Council.

Community Development Director Jim Cadoret provided a review of the staff report included in the Council packet. 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. This public hearing was properly advertised in *The Raymore Journal* and he asked for the notices mail to the adjoining property owners, notice of publication, Unified Development Code (UDC), the application, the Growth Management Plan (GMP) and the staff report be included in the record. 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.

Councilmember Seimears clarified that changing the zoning would allow for more public land, and agrees with the removal of Cooper Drive.

Mayor Turnbow opened the floor for public comment and hearing none, closed the public hearing at 8:44 p.m.

MOTION: By Councilmember Seimears, second by Councilmember Kellogg to approve the first reading of Bill 3219 by title only.

DISCUSSION: Councilmember Moorhead stated he is opposed to this project and stated Cooper Drive was present to alleviate the traffic onto Foxridge Drive at a curve.

Councilmember Holman confirmed that Councilmember Kellogg noted that some residents of Fox Haven would like another entry and exit point for the subdivision.

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

Mayor Turnbow stated he would not be casting a vote at this time to allow himself more time for consideration. He called for the next item on the agenda.

Councilmember Kellogg called a parliamentary inquiry. He asked how long Mayor Turnbow would have to break the tie. City Attorney Zerr stated the motion would fail if the Mayor did not vote.

Mayor Turnbow voted in the affirmative to break the tie.

E. ETC Survey

BILL 3212: "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."

Deputy City Clerk Erica Hill conducted the first reading of Bill 3212 by title only.

Assistant City Manager Meredith Hauck provided a review of the staff report included in the Council packet. 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 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.

MOTION: By Councilmember Moorhead, second by Councilmember Hubach to approve the first reading of Bill 3212 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

F. MARC Household Hazardous Waste Agreement

BILL 3211: "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."

Deputy City Clerk Erica Hill conducted the first reading of Bill 3211 by title only.

Assistant City Manager Meredith Hauck provided a review of the staff report included in the Council packet. 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.

MOTION: By Councilmember Moorhead, second by Councilmember Hubach to approve the first reading of Bill 3211 by title only.

DISCUSSION: Councilmember Burke noted that this helps protect our water supply from contaminates.

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

G. Award of Contract - 2016 Inflow & Infiltration Reduction

BILL 3214: "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.”

Deputy City Clerk Erica Hill conducted the first reading of Bill 3214 by title only.

Public Works Director Mike Krass provided a review of the staff report included in the Council packet. 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.

MOTION: By Councilmember Moorhead, second by Councilmember Hubach to approve the first reading of Bill 3214 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

H. Award of Contract - Foxridge Drive Extension - Design

BILL 3216: “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.”

Deputy City Clerk Erica Hill conducted the first reading of Bill 3216 by title only.

Public Works Director Mike Krass provided a review of the staff report included in the Council packet. This contract involves design services for the extension of Foxridge Drive from Old Paint Road to Dean Avenue 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.

MOTION: By Councilmember Moorhead, second by Councilmember Hubach to approve the first reading of Bill 3216 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

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

BILL 3221: "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."

Deputy City Clerk Erica Hill conducted the first reading of Bill 3221 by title only.

Public Works Director Mike Krass provided a review of the staff report included in the Council packet. 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.

MOTION: By Councilmember Moorhead, second by Councilmember Hubach to approve the first reading of Bill 3221 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

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

BILL 3220: "AN ORDINANCE RE-APPOINTING ROSS NIGRO JR. AS MUNICIPAL JUDGE FOR THE CITY OF RAYMORE."

Deputy City Clerk Erica Hill conducted the first reading of Bill 3220 by title only.

City Manager Jim Feuerborn provided a review of the staff report included in the Council packet. The Raymore Municipal Judge is appointed by the Council 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 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.

MOTION: By Councilmember Moorhead, second by Councilmember Hubach to approve the first reading of Bill 3220 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

11. Public Comments.

12. Mayor/Council Communication.

Mayor Turnbow and Councilmembers expressed appreciation for the Pancreatic Cancer Awareness Proclamation presented to the Hurst and Woodson families, thanked staff for the Veterans Day celebration, and thanked the TIF Commission reappointments for continuing to volunteer.

Councilmember Moorhead noted that his family purchased one of the Honor Bricks installed at T B Hannah Station.

Councilmember Holman noted the importance of the Household Hazardous Waste program

Councilmember Abdelgawad attended the first kick-off event for Ray-Pec Cares.

Mayor Turnbow thanked Councilmembers who were in attendance at the Veterans Day celebration and recognized all involved in making it a memorable event.

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	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 9:14 p.m.

13. Adjournment.

MOTION: By Councilmember Moorhead, second by Councilmember Hubach 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 9:42 p.m.

Respectfully submitted,

Erica Hill
Deputy City Clerk

THE RAYMORE COUNCIL MET IN SPECIAL SESSION ON THURSDAY, NOVEMBER 17, 2016 IN THE EXECUTIVE CONFERENCE ROOM AT 100 MUNICIPAL CIRCLE, RAYMORE, MISSOURI. MEMBERS PRESENT: MAYOR TURNBOW, COUNCILMEMBERS ABDELGAWAD, BARBER, BURKE III, HUBACH, KELLOGG, MOORHEAD, AND SEIMEARS, CITY MANAGER JIM FEUERBORN, AND CITY CLERK JEANIE WOERNER.

- 1. Call To Order.** Mayor Turnbow called the meeting to order 6:00 p.m.
- 2. Roll Call.** City Clerk Jeanie Woerner called roll; quorum present to conduct business. Councilmember Holman absent.

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

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

The special meeting of the Raymore City Council adjourned to Executive Session at 6:00 p.m.

3. Adjournment.

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

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

The special meeting of the Raymore Council adjourned at 6:35 p.m.

Respectfully submitted,

Jeanie Woerner
City Clerk

Unfinished Business



**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 THROUGH 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

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

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

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:

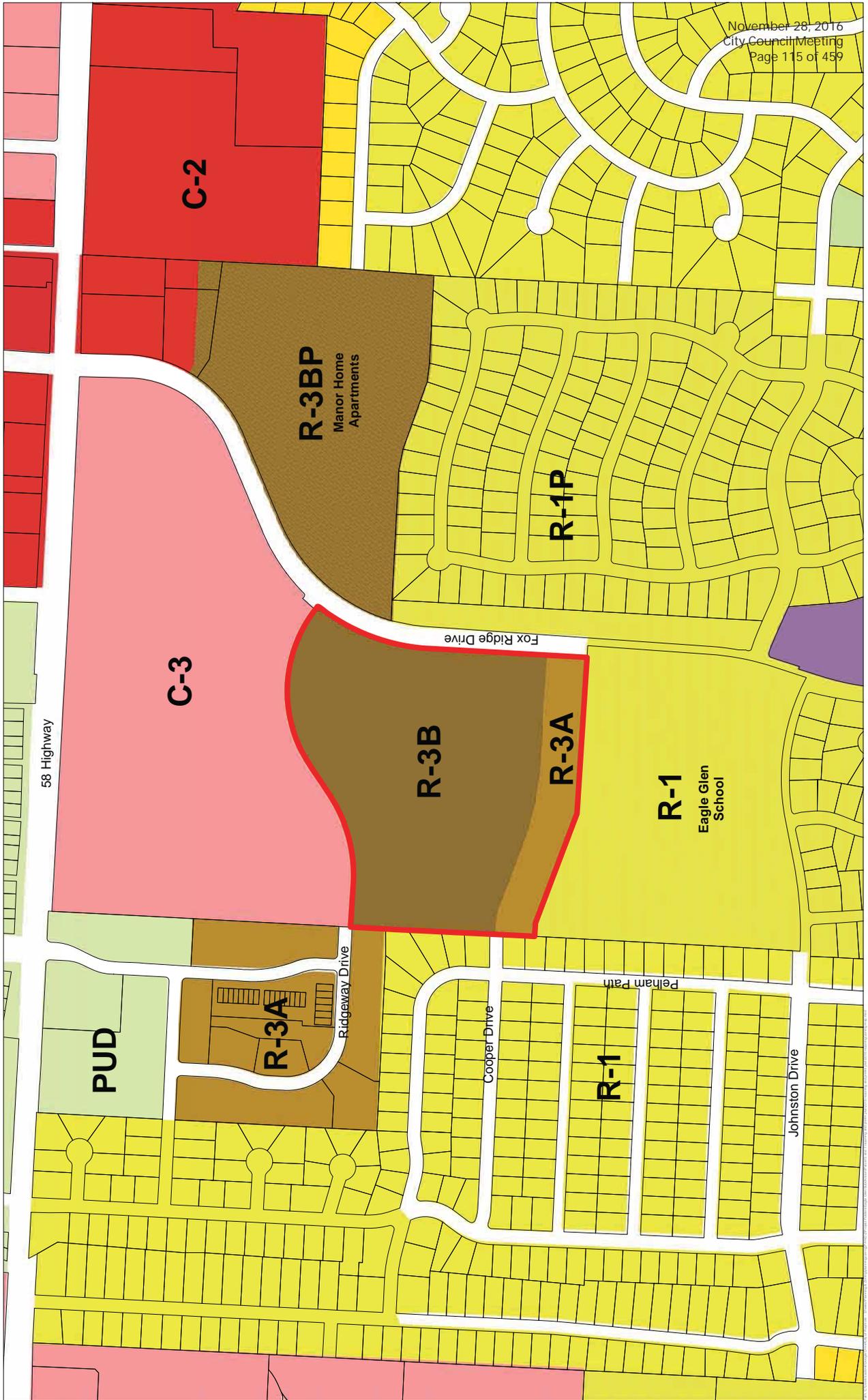
Chairman Faulkner	Aye
Commissioner Anderson	Absent
Commissioner Berendzen	Nay
Commissioner Bowie	Aye
Commissioner Crain	Aye
Commissioner Fizer	Aye
Commissioner Meuschke	Aye
Commissioner Sarsfield	Aye
Mayor Turnbow	Aye

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





**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:

APPROVE:

Jean Woerner, City Clerk

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 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.



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: _____

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

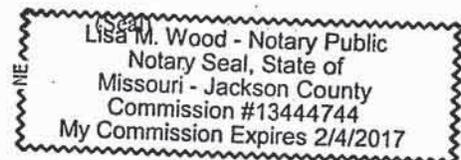
For a valuable consideration (in the amount of \$76.85), the receipt of which is hereby acknowledged:

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: Lisa Ellis Treasurer
(Owner, Partner, Officer) (Please Designate)

Sworn to and subscribed before the undersigned
this 4th day of January, 2016.
Lisa M. Wood
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)

BREIT CONSTRUCTION LLC
Company Name

By: Logan K Breit

Title: Owner/Member

Attest: Andrew Breit

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 K 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

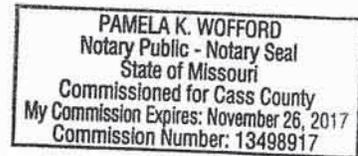
Title: Owner/Member

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)



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	Estimated End Date
January 2017	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

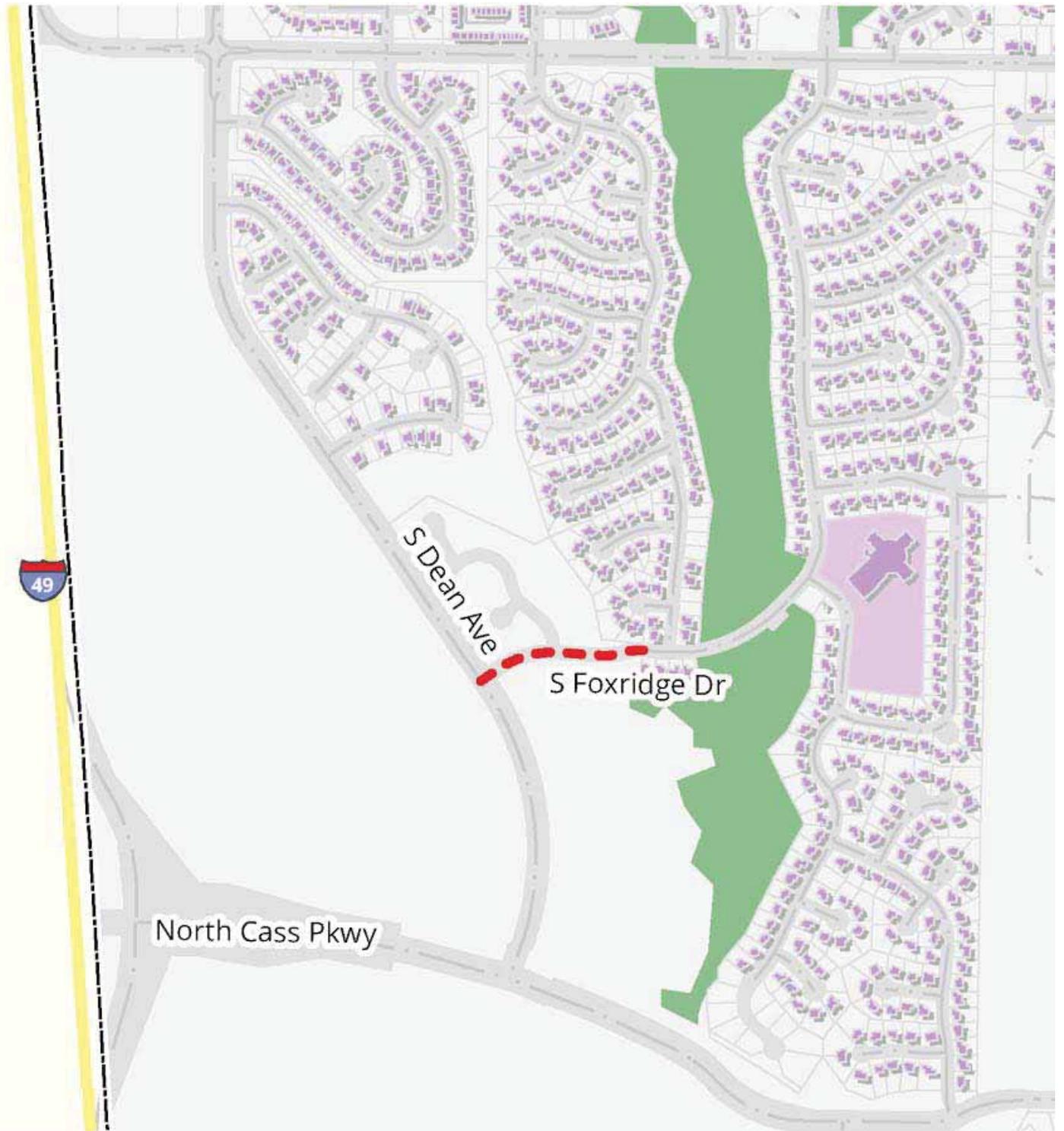
ATTEST:

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: Stuart M. Waugh

Title: SENIOR PROJECT MANAGER

Attest: [Signature]

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.

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 Foxrdige road through the Creekmoor Subdivision. Mr. Warger is also familiar with Corp 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 cooperative 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 RFQu 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 GROW Bella Vista AR
CONTACT PERSON	ERLIE 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 9/15

COMPANY NAME	Chapel Ridge PARTNERS LLC
ADDRESS	7607 NW JOHN ANDERS Rd
	KC MO 64132
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 150 TH 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	EMPERIA Development
ADDRESS	P.O. Box 533
	Belton Mo
CONTACT PERSON	MICHAEL NEIGHBORS
PHONE NUMBER	816-686-7449
PROJECT, AMOUNT AND DATE COMPLETED	EMPERIA FAVORITES 135K 4/16

State the number of Years in Business: 6

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 FIVE 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

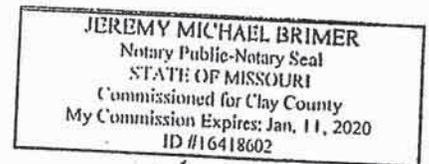
Title: OWNER

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 RFQu 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: *John B. Hurvell*

Title: *Operations Manager*

Attest: *Courtney R. Davenport*

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
Month-Day-Year John N. Harrell / Operations
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 leans, 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



E-VERIFY IS A SERVICE OF DHS AND SSA

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

ANNUAL WORKER ELIGIBILITY VERIFICATION AFFIDAVIT
(for joint ventures, a separate affidavit is required for each business entity)

STATE OF New Mexico)
COUNTY OF Bernalillo)^{SS}

On the 19th day of May, 2016, before me appeared Amy Livermore
Affiant name
personally known to me or proved to me on the basis of satisfactory evidence to be a person whose name is subscribed to this affidavit, who being by me duly sworn, stated as follows:

• I, the Affiant, am of sound mind, capable of making this affidavit, and personally certify the facts herein stated, as required by Section 285.530, RSMo, to enter into any contract agreement with the state to perform any job, task, employment, labor, personal services, or any other activity for which compensation is provided, expected, or due, including but not limited to all activities conducted by business entities.

• I, the Affiant, am the HR Generalist of Wilson & Company, Inc. Engineers & Architects and I am duly authorized, directed, and/or empowered to act officially and properly on behalf of this business entity.

• I, the Affiant, hereby affirm and warrant that the aforementioned business entity is enrolled in a federal work authorization program operated by the United States Department of Homeland Security, and the aforementioned business entity shall participate in said program to verify the employment eligibility of newly hired employees working in connection with any services contracted by the Missouri Highways and Transportation Commission (MHTC). I have attached documentation to this affidavit to evidence enrollment/participation by the aforementioned business entity in a federal work authorization program, as required by Section 285.530, RSMo.

• I, the Affiant, also hereby affirm and warrant that the aforementioned business entity does not and shall not knowingly employ, in connection with any services contracted by MHTC, any 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).

• I, the Affiant, am aware and recognize that, unless certain contract and affidavit conditions are satisfied pursuant to Section 285.530, RSMo, the aforementioned business entity may be held liable under Sections 285.525 through 285.550, RSMo, for subcontractors that knowingly employ or continue to employ any unauthorized alien to work within the state of Missouri.

• I, the Affiant, acknowledge that I am signing this affidavit as a free act and deed of the aforementioned business entity and not under duress.

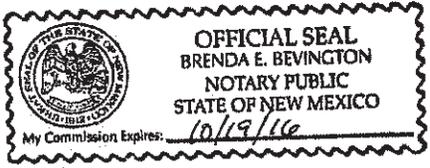
Amy Livermore
Affiant Signature

Subscribed and sworn to before me in Albuquerque, NM, the day and year first above-written.
city (or county) state

Brenda E. Bevington
Notary Public

My commission expires: 10/19/16

[documentation of enrollment/participation in a federal work authorization program attached]





**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

New Business



**CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM**

DATE: 11/28/2016

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

Branding Services Agreement with LynchPin Ideas

FINANCIAL IMPACT

Award To:	LynchPin Ideas
Amount of Request/Contract:	\$23,230.00
Amount Budgeted:	\$30,000.00
Funding Source/Account#:	01-7320-000

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
January 2017	November 2017

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

- Bill 3223
- Exhibit A: Branding Services Agreement
- LynchPin Ideas RFQ Response

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

The City released RFQ 16-008 for Branding Services with the following scope of work:

Phase 1: Insight Gathering - Research and interviews with community stakeholders to understand the current perception and position of the City.

Phase 2: Identity Development - Develop a brand position and promise statement, key messages, logo, tagline, and brand standards for the City.

Phase 3: Collateral Development - Create a new on-brand business system (letterhead, business cards, etc.), Raymore Review template, and flyer template.

Phase 4: Brand Implementation - Pre-qualify the firm to serve in an on-call capacity for a period of three years. A scope of work and fee would be negotiated for each individual project based on a locked-in hourly rate.

The City received six responses to the RFQ. Staff reviewed the proposals and interviewed two firms based on their experience and understanding of creating brands for local governments and civic organizations. As a result, staff recommends that the City enter into a contract with LynchPin Ideas for the branding services project.

There is \$30,000 included in the FY2017 budget for the branding services project. The contract amount for LynchPin Ideas to conduct Phases 1-3 is \$23,230. The hourly fee for Phase 4 is \$115/hour.

BILL 3223

ORDINANCE

“AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH LYNCHPIN IDEAS FOR BRANDING SERVICES.”

WHEREAS, the City Council has identified creating an identity for the community as a priority from the 2016 community conversations and strategic planning process; and

WHEREAS, in accordance with the City of Raymore Purchasing Policy, city staff issued RFQ 16-008 for branding services; and

WHEREAS, LynchPin Ideas is recommended by staff to be the best qualified firm to provide such service.

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

Section 1. The Mayor is hereby directed and authorized to enter into an agreement with LynchPin Ideas in accordance with their submitted proposal and all of the terms and conditions of the agreement hereto attached.

Section 2. The Mayor and the City Clerk are hereby authorized to execute the agreement attached hereto as Exhibit A for and on behalf of the City of Raymore.

Section 3. Effective Date. This Ordinance shall become effective and be in force and effect from and after its passage and approval and all Ordinances or parts of Ordinances in conflict with this Ordinance are hereby repealed.

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 28TH 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

APPROVE:

Jean Woerner, City Clerk

ATTEST:

Kristofer P. Turnbow, Mayor

Date of Signature



CONTRACT FOR PROFESSIONAL SERVICES

AGREEMENT FOR PROVISION OF THE FOLLOWING SERVICES

Agreement made this December 12, 2016 between LynchPin Ideas, an entity organized and existing under the laws of the State of Missouri, with its principal office located at 7332 Jarboe Street, Kansas City, Missouri 64114, hereafter referred to as the **Firm**, 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 December 12, 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

Firm agrees to perform all work and provide all deliverables as specified in and according to the Request for Qualifications/Quote RFQu #16-008 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. Firm 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 #16-008 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 CONTRACT SUM AND PAYMENT

The City of Raymore is requesting that prospective Firms provide pricing to achieve the scope of work as described above

ARTICLE III CONTRACT PAYMENT

The City agrees to pay the Firm \$23,230 for the completed work as detailed in Appendix A: Scope of Services.

The Firm shall provide the City with monthly billings 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 Firm's work. The City will be the sole judge as to the sufficiency of the work performed.

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

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

ARTICLE IV 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 Firm may rely.

The Firm'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 Firm), accidents, transportation delays, floods, fires, or other acts of God, and any other causes of like or different character beyond the control of Firm. 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 Firm shall agree upon such delay or cancellation of performance and execute this agreement in writing.

Firm agrees to provide all services necessary to perform and complete the contract as specified. Firm further agrees to keep and not change Project Manager and Project Team without notification and consent of the City.

Firm will supervise and direct the work performed, and shall be responsible for his employees. Firm will also supervise and direct the work performed by sub-firms and their employees and be responsible for the work performed by sub-firms hired by the Firm.

Firm 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. Firm shall bear the cost of any permits which he is obligated to secure. Firm will also ensure any sub-firms hired will obtain the necessary licenses and permits as required.

Firm 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. Firm agrees to ensure sub-firms and their employees comply with all applicable laws and regulations aforementioned.

Firm 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 V TERMINATION OF AGREEMENT

With Cause – If Firm fails to perform his duties as specified in this contract, the City through its appointed representative, shall notify the Firm to correct any default under the terms of this contract. Such notification may be made by telephone or in writing. If the Firm fails to correct any default after notification of such defaults, the City shall have the right to immediately terminate this agreement by giving the Firm 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 Firm 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 VI ARBITRATION

In case of a dispute, the Firm 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 VII WARRANTY

Firm 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.

Firm 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 Firm 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 Firm of such claim. If City fails to forward such notice to Firm, it shall be deemed to have released Firm from this warranty as to such claim.

ARTICLE X AFFIDAVIT of WORK AUTHORIZATION

Pursuant to 285.530 RSMo, the Firm 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. Firm agrees that it has not relied upon any representations of Firm 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 hereto 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

(FIRM)

By: _____

Title: _____

Attest: _____

Appendix A Scope of Services

The scope of this project has been separated into four phases:

1. **Insight Gathering** - The selected firm will attend up to two (2) public meetings led by the City's Strategic Planning Partner and review any final reports produced. The selected firm will also conduct additional one-on-one interviews with a series of community stakeholders. Fee: \$4,600.00
2. **Identity Development** - The selected firm will develop a brand position and promise statement, key messages, logo, tagline, and color palette for the City of Raymore. A Community Branding Sub-Committee consisting of staff and key decision-makers will provide input during this phase. The selected firm will make a presentation of the proposed brand identity to the City Council for approval. Fee: \$10,695.00
3. **Collateral Development** - Once the brand is developed and approved by the City Council, the selected firm will work with staff to create the following items: business cards, letterhead, envelopes, Raymore Review Template, and a flyer template. Fee: \$7,935.00
4. **Brand Implementation** - Once the new brand has been developed, the selected firm will serve in an "on-call" capacity for the City for a term of up to three (3) years. This phase will include developing and providing a variety of promotional, publicity and advertising plans, and informational materials consistent with specifications provided by the City. A scope of work and fee will be negotiated for each individual project. Fee: \$115/hour

Appendix B General Terms and Conditions

A. Procedures

The extent and character of the services to be performed by the Firm shall be subject to the general control and approval of the Assistant City Manager or their authorized representative (s). The Firm shall not comply with requests and/or orders issued by any other person. The Assistant City Manager will designate his/her authorized representatives in writing. Both the City of Raymore and the Firm must approve any changes to the contract in writing.

B. Contract Period

The contract will have a term of three (3) years, to include the completion of Phases 1-3 in the first year, and *Phase 4 - Brand Implementation* following the completion of Phases 1-3 and subsequent years.

C. Hold Harmless Clause

The Firm 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 Firm or his employees, or from any claims or amounts arising from violation of any law, bylaw, ordinance, regulation or decree. The vendor agrees that this clause shall include claims involving infringement of patent or copyright.

D. Exemption from Taxes

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

E. Employment Discrimination by Contractors Prohibited/Wages/ Information

During the performance of a contract, the Firm 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 Firm; 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 Firm, 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 Firm will include the provisions of the foregoing paragraphs in every subcontract or purchase order so that the provisions will be binding upon each sub Firm or vendor used by the Firm.

F. *Invoicing and Payment*

The Firm shall submit invoices for services outlined above in the scope of services under Appendix A.

G. *Cancellation*

The City of Raymore reserves the right to cancel and terminate this contract in part or in whole without penalty upon 30 days written notice to the Firm. Any contract cancellation notice shall not relieve the Firm of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

H. *Contractual Disputes*

The Firm 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 Firm within thirty (30) days of receipt of the claim.

City decision shall be final unless the Firm 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.

I. *Severability*

In the event that any provision shall be adjudged or decreed to be invalid, such ruling shall not invalidate the entire Agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding and in full force and effect.

J. *Applicable Laws*

This contract shall be governed in all respects by federal and state laws. All work performed shall be in compliance with all applicable City of Raymore codes.

K. *Drug/Crime Free Work Place*

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

L. *Inspection*

At the conclusion of each phase, the Firm shall demonstrate to the City Manager 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 corrected by the Firm at the Firm's sole expense prior to final acceptance of work, and normal warranties shall be issued at point of final acceptance by the City of Raymore.

M. *No Escalation of Fees*

The pricing of services contained in the contract for the selected Firm shall remain in effect for the duration of the contract. No escalation of fees will be allowed.

N. *Permits*

The successful Firm 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.

O. *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.

P. *Rejection of Qualifications*

The City reserves the right to reject any and all qualifications, to waive technical defects in the qualification submittal, and to select the submittal deemed most advantageous to the City.

Q. *Affidavit of Work Authorization and Documentation:*

Pursuant to 285.530 RSMo, the Firm 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.



December 28, 2015

To: City of Raymore, Missouri
Re: RFQu # 16-008
Professional Services, Branding

Thank you for the opportunity to respond to your Request for Qualifications and Quote for the City's Branding Initiative.

The City of Raymore offers a mix of accessibility, affordability, safety and individuality that make it an ideal destination for residents, entrepreneurs, developers and organizations. However, your target audiences don't immediately "think Raymore" when searching for these attributes. Lynchpin Ideas will guide your rebranding to assure that the City is not only on their list, but at the top.

As a Kansas City-based branding and creative boutique, Lynchpin Ideas has proven experience with municipalities and organizations throughout the area, including the City of Raymore; City of Kansas City, MO; City of Riverside MO; the KC Streetcar Authority and the Kansas City Area Development Council.

Better still, we have a passion for working with local government. The Lynchpin team takes pride in helping cities, organizations and companies find and define their brand, then carry it forward in a way that truly connects. Whether it's rebranding due to a transformational shift in thinking, a once-in-a-lifetime moment in history or a pivotal stage in growth, this is the type of work we love to do. To us, it isn't a job: it's what makes us begin each day inspired and motivated to create conversation and change.

We would be honored and excited to do this work for the City of Raymore, which would be a valued and important account to Lynchpin Ideas. If selected, you will have our full attention and best thinking at your disposal.

Sincerely,

A handwritten signature in black ink, appearing to read "Laura Lynch", written in a cursive style.

Laura Lynch
Owner, Creative & Brand Strategist
Lynchpin Ideas, LLC



RFQu # 16-008
Professional Services, Branding
City of Raymore, MO
December 28, 2015

> A. Qualifications and Experience

Lynchpin Ideas, LLC, is a brand voice boutique owned by Laura Lynch located in Kansas City, Missouri. Whether it's traditional or digital advertising, promotional materials, or digital content, our philosophy is to target the audience with unique messaging that inspires and motivates your audience — every time. Lynchpin Ideas teams with some of Kansas City's most respected designers to create memorable, unique and effective communications. We are nimble enough to respond quickly, yet experienced and equipped to meet your needs, regardless of scale.

Lynchpin Ideas has proven experience with municipalities and organizations related to the work of local government throughout the Kansas City region, including the City of Raymore; City of Kansas City, MO; City of Riverside MO; the KC Streetcar Authority and the Kansas City Area Development Council.

While each organization is completely unique, they share a common thread: the need to build effective connections with residents, civic leaders, business owners, developers and elected officials. Lynchpin Ideas has extensive experience in reaching these audiences and knows how to create and build a brand based on authentic, relative, unique messaging that *works*. This insight means we can hit the ground running. With Laura and her team, you get executive-level creative professionals working directly on your initiatives — not simply supervising the work.

Laura Lynch will bring in Kevin Fullerton and his firm, Springboard Creative, to provide design services for the Raymore Branding Initiative. Laura utilizes Kevin's talents on the City of Riverside, and teams with him on branding work for MarksNelson Accounting Services - two projects highlighted in this RFQ. Kevin has proven experience with local government, and recently completed an entire rebrand for the City of Mission, KS.

From creating transformative branding initiatives to providing traditional and digital advertising, promotional and marketing materials, Lynchpin Ideas and her team are respected for their passion and experience helping local governments and organizations reach and inspire their target market.

Noteworthy government- and civic-focused experience includes:

Work performed for the City of Raymore

Lynchpin Ideas provided a variety of creative services to the City of Raymore in 2015, including:

- "Reimagine Raymore" positioning line creation
- Simplification of the City logo and color palette
- Brand Standards/Usage Guide
- Economic Development messaging and one-sheet (in process)

Work performed for the City of Riverside

Lynchpin Ideas is the agency of record for the City of Riverside, and provides ongoing marketing and creative services:

- Annual Progress Report
- Monthly newsletter
- Miscellaneous Communications as needed
- Brand Development (logo, tagline, advertising, marketing materials)
- Signage
- Business initiatives

Work performed for KC Streetcar

Laura Lynch is a member of the KC Streetcar Authority Board's Marketing Committee, and has taken a leadership and consultative role on many key projects:

- Subcommittee Lead/co-author, Branding RFQ/RFP (*also provided project implementation guidance*)
- Subcommittee Lead, Co-author, Brand Promise & Voice definition
- Subcommittee, Website Development RFP and Project consultation
- Subcommittee, Safety and Awareness Videos (*also provided project implementation guidance*)
- Subcommittee, Grand Opening Event

Work performed for the City of Kansas City, Missouri

Laura Lynch is currently engaged to provide consulting services to the City of Kansas City, Missouri on a branding project involving the Smart Cities initiative. While serving as VP/Creative Director at Trozzolo Communications Group in 2006-2010, Laura led the creative for several of the City's projects including the 311 Action Center brand launch, advertising campaign, vehicle signage, annual progress report and more.

Meet Your Team

Laura Lynch / Lynchpin Ideas, LLC
Owner, Creative & Brand Strategist
Daily Contact

Laura's 30 year-career includes years writing, strategizing and directing creative work for some of the Midwest's most respected advertising agencies, with stints as a VP/Creative Director, VP/Creative Strategist and Senior Copywriter-Producer.

Laura has helped municipalities, organizations and local government find and define their brand voice, then share that "story" with the right audience. Other key projects include creative direction and insight and strategy for some of Kansas City's most visible projects, including the KC Streetcar and Smart Cities initiative. Other clients include a national lending institution, one of the region's largest accounting firms, and one of the country's most recognized home exterior products manufacturers.

Prior to launching Lynchpin Ideas in 2010, Laura Lynch served as Vice President/Creative Director at Trozzolo Communications Group, where she led the agency's Creative department and served on the Executive Leadership team. In addition to directing the creative team and personally providing copywriting for the **City of Riverside**, Laura also directed and created the first promotional package for **Horizons**, and led numerous creative projects for municipalities including the City of Kansas City, Missouri and **Mid America Regional Council**. Before joining Trozzolo, Laura wrote and directed numerous projects for the **Kansas City Area Development Council**, the **Downtown Council**, and **Copaken White & Blitt** (now Copaken Brooks) and **Kansas City Convention and Visitor's Association**. With a former agency, Laura worked on destination brands including Marriott, Holiday Inn, Sheraton Hotels, Wyndham Hotels, Treasure Island, Fremont Street, Golden Nugget, and **Argosy Casino**.

In addition to running Lynchpin Ideas, Laura serves on the **Kansas City Streetcar Authority's Marketing Committee and Branding Oversight Subcommittee**, whose purpose is to recommend and implement marketing goals, strategies, technology applications and tactics to help ensure the success of the streetcar system. Laura is also a board member of the Ward Parkway Homes Association.

Lynchpin Ideas, Team, continued...

Kevin Fullerton, Springboard Creative

Owner, Art Director

Springboard Creative is a graphic design studio founded in 2006 by Kevin Fullerton. Based in Mission, Kansas, Springboard focuses on branding and communications design for clients such as the Federal Reserve, University of Kansas–Edwards Campus, Thinking Bigger Business Media, MarksNelson Accounting Services and the City of Mission, KS. The Springboard team is made up of Owner/Creative Director Kevin Fullerton and designers Valerie Janes and Lauren Taylor.

Fullerton's 25-year career includes working with the following municipalities and commissions: Riverside, MO (Lynchpin Ideas), Kansas City, MO, Kansas City, KS, the Port Authority of Kansas City, KCK Board of Public Utilities, Mid-America Regional Council, and the Platte County Economic Development Council. He also serves on the Mission Downtown Redevelopment Task Force, Mission Convention and Visitors Bureau, helped launch the Mission Farmers Market and is currently spearheading the Mission Downtown Business Association.

Springboard Creative recently wrapped up a two-year pro bono commitment to provide branding and marketing services to downtown Mission, Kansas. Springboard volunteered to provide help to the local business community being affected by road closures and construction delays, as well as to help build anticipation for the unveiling of the new downtown district. With the initial work complete, Springboard is continuing its pro bono involvement beyond the initial two-year commitment.

Alex Williamson / Freelance

Editor, Copywriter, Proofreader

Alex has provided copywriting services to Lynchpin Ideas since 2011. A quick study and talented writer, she lends her writing skills to a variety of projects, including websites, email campaigns, brochure copy and video scripts. Alex graduated with a BA in Creative Writing from the University of Missouri-Kansas City.

> B. Representative Projects

1a. City of Riverside — Re-brand, Identity, Marketing Materials

Budget: \$40,000

As Vice President/Creative Director of Trozzolo Communications Group, Laura had the privilege of concepting, shaping and executing the City's rebranding efforts. In that role, she met with city leaders and influencers, then guided the concept, design, writing and execution of the entire brand, including logo, tagline, messaging and color palette. She directed the look and feel, and also wrote, the 2009 progress report, developed the first marketing piece for Horizons.

Contact: Meredith Hauck, former Director of Administration, City of Riverside

1b. City of Riverside – Progress Report & Newsletter

Budget: Newsletter, \$24,000/yr and Progress Report, \$16,000/yr.

Excludes outside costs such as printing and photography

Lynchpin Ideas has provided brand guidance, creative direction, strategy, writing and design services to the City of Riverside since 2011. Having developed the original identity when she was VP/Creative Director with the City's former agency of record, Lynchpin/Laura Lynch was awarded the contract as the City's On-Call Marketing Agency and has provided the monthly newsletter and progress report since 2013. Additional projects include the development of a mini-brand for economic development efforts, trail signage and maps, infographics and brochures.

Contact:

*Greg Mills, City Administrator, City of Riverside
gmills@riversidemo.com or 816-471-3993*

View work: via Dropbox link emailed to Meredith Hauck

2. KC Streetcar

KC Streetcar Authority, Marketing / Brand Advisory Committee Member
Subcommittee Lead/co-author, Branding RFQ/RFP (\$20,000 budget)
Subcommittee Lead, Co-author, Brand Promise & Voice definition
Subcommittee, Website Development RFP and Project consultation (\$25,000)
Subcommittee, Safety and Awareness Videos and Project consultation (\$20,000)
Subcommittee member, Grand Opening Event (Budget TBD)

Laura Lynch has been involved with the KC Streetcar since before the vote passed or any staff existed. Working closely with the Streetcar Board's Marketing Committee Chairwoman, Laura has had key leadership roles on most of the Streetcar's committees, and has directly influenced the creative development of the brand of the KC Streetcar, one of the most visible and monumental projects in Kansas City's history. Beyond helping develop the voice and brand promise, Laura has shepherded the look and feel of the brand, and helped guide the development and execution videos, website, safety campaign and more. She currently consults on a pro-bono basis with the KC Streetcar staff on a variety of projects.

Contact:

Donna Mandlebaum, Communications Director, KC Streetcar
dmandelbaum@kcstreetcar.org or (816) 627-2526

Contact:

Teri Rogers, Chairwoman, Marketing/Brand Advisory Committee,
KC Streetcar Authority Board
trogers@hint.is or (816) 522-1999

View work at:

www.kcstreetcar.org

3. MarksNelson Accounting Services - Rebrand

Budget: \$29,000

Excludes outside costs such as printing, photography and coding

In 2014, Lynchpin Ideas and Springboard Creative helped MarksNelson, formerly MarksNelson Vohland Campbell and Radetic, through a major rebrand and name change. The goal was to create a brand that would better communicate who the firm is today, and position themselves for future regional growth. The re-brand was top-to-bottom, and included a new logo, tagline, brand promise, key messaging, website, signage, employee / client brand rollout, advertising and marketing materials. The rebranding has not only been successful, but also flexible enough to roll newly acquired businesses into the brand and extend it into all facets of the business with ease. The rebranding has garnered numerous marketing and communications awards from trade groups across the country.

*Contact: Amy Hoppenrath, Marketing Director
ahoppenrath@marksnelsoncpa.com or (816) 743-7700*

View work: via Dropbox link emailed to Meredith Hauck
and at
www.marksnelsoncpa.com

4. Pioneer Services Rebrand and PioneerMilitaryLoans.com

Budget: \$35,000

In 2012, Lynchpin Ideas guided the development and launch of a new brand voice, along with a new look and feel for the country's most respected source for installment loans to military service members, including tagline, positioning and key message development. This work extended to all outward facing customer communications. Laura personally wrote and directed the primary messaging and content development of the new website, including words and images.

Pioneer Services – Ongoing Creative Direction & Supervision

Since 2011, Lynchpin Ideas has provided creative direction and copywriting for national and digital advertising campaigns, direct mail, billboard, display advertising, brochures, and social campaigns and blogs. *In 2014-15, Laura helped Pioneer on numerous branding projects including a future rebranding effort and product launch whose details cannot be disclosed at this time.*

*Contact: Randy Freese, Chief Marketing Officer
rfreese@pioneerservices.com or (816) 448-2330*

*Elisa Larsen, Marketing Manager
elarsen@pioneerservices.com or (816) 448-2330*

View work at:

www.PioneerMilitaryLoans.com

and

militarytimes.com *and search for "Pioneer Services"*

or enter this link: <http://www.militarytimes.com/search/pioneer%20services/>

C. General Project Approach

Good work requires talent: Great work requires a partnership. With Lynchpin Ideas, you get both. We will bring ideas, solid strategy and a fresh perspective to every project. Laura Lynch will be your brand strategist, direct and review creative work, provide copywriting and manage projects as your daily contact. Kevin Fullerton, together with his staff, will provide design services for your branding initiative.

We will approach your project by putting first things first, starting with an intake session with Laura Lynch and Kevin Fullerton. We will ask many questions so we can glean the big picture while learning about your goals — and your audience. Next, Lynchpin will craft a few key questions to be asked during your Strategic Planning public meetings, which we will attend so that we can hear audience insights and feedback firsthand.

After the Strategic Planning meetings are complete and the insight has been gathered, we'll get to work. The insights we gather will inform recommendations for your brand position and promise, key messages, tagline, logo and color palette for the City of Raymore. We'll present the work, garner your feedback and fine-tune your final selection.

Next, we'll begin to develop the collateral materials that will carry your new brand forward, including business cards, envelopes, letterhead, and templates for a flyer and your newsletter, *The Raymore Review*.

Lynchpin Ideas will serve as your "on call" resource for any promotional, publicity, informational or advertising-related projects you may need. All materials we create will carry your brand forward in the way it was intended, and according to your specifications and the brand standards we'll create for you.

All projects we undertake will include a budget and detailed timeline with next steps. We will check in with you along the way to make sure we are headed down the right path. We'll keep you informed, not guessing.

QUALIFICATION FORM A
RFQu 16-008

PROPOSAL VALIDITY AND COMMITMENT TO SIGN AGREEMENTS

I (authorized agent) Laura Lynch having authority to act on behalf of
(Company name) Lynchpin Ideas, LLC do hereby
acknowledge that (Company name) Lynchpin Ideas, 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: Lynchpin Ideas, LLC

ADDRESS: 7233 Jarboe Street
Street

ADDRESS: Kansas City MO 64114
City State Zip

PHONE: 816-674-1724

DATE: 12-28-15
(Month-Day-Year)


Signature of Officer/Title

DATE: 12-28-15
(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
RFQu 16-008

CONTRACTOR DISCLOSURES

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

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

Legal Matters

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

Yes 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 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.

**QUALIFICATION FORM C
RFQu 16-008**

EXPERIENCE / REFERENCES

Please provide a minimum of three (3) references where your firm has performed similar work to what is being requested in the RFQu and within the past 36 months. Please include ONLY the following information on Form C.

- Name
- Contact
- Title
- Mailing Address
- Telephone Number

*Please list any Municipalities that you have done work for in the past 36 months.

Reference #1

City of Raymore
Meredith Hauck
Assistant City Administrator
100 Municipal Circle
Raymore, MO 64083
(816) 331-0488

Reference #2

City of Riverside
Greg Mills
City Administrator
2950 NW Vivion Road
Riverside, MO 64150
(816) 741-3993

Reference #3

Jennifer Rusch
City Communications Officer
Office of the City Manager
City of Kansas City, MO
414 E. 12th Street, Suite 2101
Kansas City, MO 64106
816-513-1064

Note: Rebranding/Naming project currently underway

(References continued on next page)

Reference #4

MarksNelson

Amy Hoppenrath

Marketing Director

1310 E 104 St #300

Kansas City, MO 64131

(816) 743-7700

Reference #5

Integrated Wealth

Tray Wiltse

Partner, Advisor

4500 College Blvd #140

Overland Park, KS 66211

(913) 491-4908

Note: Rebranding project currently underway

(Company Name) Lynchpin Ideas, LLC

Signature: 

Name: Laura Lynch

Title: Owner

Please note: Lynchpin Ideas, LLC is a sole-proprietor and as such, this form does not apply.

Subscribed and sworn to before me this _____ day of _____, 2015.

STATE OF _____ COUNTY OF _____

Notary Public:

My Commission Expires:

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

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

QUOTE FORM D

Please indicate the cost for each phase of the work outlined in the Anticipated Scope of Work in RFQu #16-008.

Phase 1 - Insight Gathering	\$4,600.00
Phase 2 - Identity Development	\$10,695.00
Phase 3 - Collateral Development	\$7,935.00
Total Cost for Phases 1-3	\$23,230.00

Phase 4 - Brand Implementation Hourly Rate: \$115.00

Note: Lynchpin Ideas will extend to the City of Raymore our discounted non-profit rate of \$115/hour.



**CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM**

DATE: 11/28/2016

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

Highway 58 and Dean Avenue Entrance Art Purchase Agreement

FINANCIAL IMPACT

Award To:	CR Custom Ironworks, LLC
Amount of Request/Contract:	\$48,000
Amount Budgeted:	\$50,000
Funding Source/Account#:	

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
December 2016	June 1, 2017

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:	Raymore Arts Commission
Date:	November 21, 2016
Action/Vote:	4-0

LIST OF REFERENCE DOCUMENTS ATTACHED

- Bill 3224
- Exhibit A: Art Purchase Agreement and Conceptual Design
- November 15, 2016 Public Art Committee Meeting Notes

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

Section 5.02.A of the Highway 58 and Dean Avenue Tax Increment Financing Redevelopment Agreement between the City of Raymore and Raymore Partners, LLC provides \$50,000 in funding paid by the Developer and an exclusive sign easement to the City for a monument sign.

In September 2016, city staff issued a Call for Artists on behalf of the Arts Commission for conceptual designs for a piece of art to be utilized as an entrance monument at this location. The scope of work provided that the piece would create a distinctive entry sign/monument for the City that would prominently identify the city by name and also express and reveal something about Raymore by its design.

The City received two responses to the call for artists.

The Public Arts Committee reviewed the responses on October 3 and selected artist Chet Redmon (d.b.a. CR Custom Ironworks) to move forward in the process. Redmon presented his conceptual design to the Public Arts Committee on November 15, during which meeting the Public Arts Committee also heard public feedback on the design. The meeting notes from this meeting are included for review. The Public Art Committee voted 3-0 to accept Redmon's Conceptual Design for this location and recommend approval of the design to the full Arts Commission.

The Arts Commission met on November 21 to consider the Public Art Committee's recommendation. They voted 5-0 to approve the Conceptual Design and recommend approval of Redmon's contract to the City Council.

BILL 3224

ORDINANCE

“AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH CR CUSTOM IRONWORKS, LLC FOR THE PURCHASE AND EXHIBITION OF A WORK OF ART FOR THE CITY’S PERMANENT PUBLIC ART COLLECTION.”

WHEREAS, Section 5.02.A of the Highway 58 and Dean Tax Increment Financing Redevelopment Agreement between the City of Raymore, Missouri and Raymore Partners, LLC provides \$50,000 in funding paid by the developer and a sign easement for an entrance monument to be designed and constructed by the City; and

WHEREAS, city staff issued a Call for Artists for conceptual designs for a piece of public art to be placed as an entrance monument at the southeast corner of 58 Highway and Dean Avenue; and

WHEREAS, the Raymore Arts Commission Public Art Committee reviewed the responses to the Call for Artists and selected the conceptual design submitted by CR Custom Ironworks, LLC as their recommendation, and the Arts Commission confirmed the Public Arts Committee’s recommendation;

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

Section 1. The Mayor is hereby directed and authorized to enter into an agreement with CR Custom Ironworks, LLC in accordance with their submitted proposal and all of the terms and conditions of the agreement hereto attached.

Section 2. The Mayor and the City Clerk are hereby authorized to execute the agreement attached hereto as Exhibit A for and on behalf of the City of Raymore.

Section 3. Effective Date. This Ordinance shall become effective and be in force and effect from and after its passage and approval and all Ordinances or parts of Ordinances in conflict with this Ordinance are hereby repealed.

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 28TH 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

APPROVE:

ATTEST:

Jean Woerner, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature



AGREEMENT FOR THE PURCHASE AND EXHIBITION OF A WORK OF ART FOR THE CITY OF RAYMORE'S PERMANENT PUBLIC ART COLLECTION

This Agreement is entered into and is effective as of the date set forth below. This Agreement is between the City of Raymore (the "City") and CR Custom Ironworks, LLC (the "Artist") who mutually agree as follows:

RECITALS: Artist has been selected to create and install the work of art described below (hereinafter described and referred to as the "Work") on a site located in the City of Raymore to be determined by the City for the Permanent Public Art Exhibition (hereinafter referred to as "Exhibition").

AGREEMENT

Artist shall execute and install the Work in accordance with **Exhibit A** and the following description and specifications.

ARTIST: **CR Custom Ironworks, LLC**

ADDRESS: **305 E. Walnut, Raymore, Missouri 64083**

NAME TO BE USED FOR ALL PUBLIC INFORMATION: **Chet Redmon**

CONDITIONS OF PURCHASE

- 1. SCOPE OF SERVICES:** Artist agrees to create, to deliver and to install the Work at the Artist's expense to the Site using the scope and process outlined in **Exhibit A**, incorporated by reference herein. Artist will be responsible for all costs associated with design, fabrication, delivery and installation. Artist is responsible for providing a detailed maintenance schedule to include but not limited to materials, application standards, service intervals, etc.

2. **SCHEDULE OF PERFORMANCE:** The Parties agree that time is of the essence. Artist shall adhere to the project schedule as set forth in **Exhibit B**. The specific date of installation and delivery shall be not later than June 1, 2017, and will be coordinated with the City.
3. **EXTENSION OF TIME:** The City agrees to grant reasonable extensions of time to Artist in the event that there is a delay caused by the City, conditions beyond Artist's control, or pursuant to those circumstances set out in Section 20 "Force Majeure" below. Extensions of time shall comply with the requirements of Section 16 "Modifications" below.
4. **COMPENSATION:** City agrees to pay Artist a one-time fee of Forty Eight Thousand Dollars (\$48,000.00) for the Work to be allocated as follows:
 - a. Twenty Four Thousand Dollars (\$24,000.00) shall be paid upon execution of this contract and receipt of an invoice by the City from Artist.
 - b. Twenty Four Thousand Dollars (\$24,000.00) shall be paid upon the satisfactory completion of installation of the Work, acceptance of the Work by the City, and receipt of an invoice by the City from Artist.The fee covers artist fee, design, fabrication, materials, engineering review, shipping, contract labor, installation, insurance, travel expenses necessary to complete the project, final documentation, and any incidental expenses.
5. **INVOICING:** Invoices for Services shall be submitted to **Meredith Hauck, Assistant City Manager, 100 Municipal Circle, Raymore, MO 64083.** Payment as set forth under this Agreement will be made payable to Artist and will be remitted by check to the address indicated in Section 22 "Notices" below. Unless disputed in writing by the City before due, the City will pay Artist within (30) calendar days of the City's receipt of invoice from Artist.
6. **REPRESENTATION AND WARRANTIES:** Artist represents and warrants that the Work rendered pursuant to this Agreement shall result in an original design that, to the best of Artist's knowledge, does not infringe on any third party intellectual property rights. The City shall make available for Artist's examination and use all applicable information regarding the Site and Project, including but not limited to: plans, specifications, reports, narratives, publications, statistics, records, and other information pertinent to Artist's performance under this Agreement and represents and warrants the accuracy and completeness of the same. Further, the City shall provide its

reviews and approvals of Artist's design services in a prompt and timely manner according to the schedule established herein.

7. **APPROVAL PROCESS:** Within 30 days of Artist's delivery of the Conceptual Design, attached as **Exhibit C**, to the City, the City shall notify Artist as to how the City wishes to proceed with regard to Artist's Conceptual Design.
 - a. If the City would like to see additional development of the Design prior to determining whether City will proceed with the Final Design, as described in **Exhibit B**, the parties may execute an addendum to this Agreement setting compensation and requirements for such additional development.
 - b. If the City accepts Artist's Conceptual Design for development into a Final Design, subject to approvals pursuant to Section 8 below, the City shall notify the Artist in writing and give approval to continue forward with the project.
 - c. If the City does not approve Artist's Conceptual Design, the City may not use any part of Artist's Conceptual Design for future development without the specific written approval of Artist.

8. **FURTHER APPROVALS:** In the event that further approvals or reviews are necessary for the City to approve Artist's Design for Final Design, Artist, as part of this Agreement and for no further compensation, shall prepare the necessary materials for and be available to personally present the same to the appropriate body/bodies for approval to proceed with the Final Design of the Artwork. City will give Artist no fewer than 14 days notice of the scope of materials needed and time and location of the meeting.

9. **EXHIBITION:** City shall have the exclusive right to possession and ownership of the Work, and the Work shall remain in the permanent possession of the City without interference from Artist.

10. **REPRODUCTIONS:** Artist shall allow the City to make and hereby authorizes the making of photographs and other scaled reproductions of the Work for educational, public relations, arts promotions, marketing, and other non-commercial purposes. The Artist will be given the opportunity to present a bid for work on the production of any scaled reproductions if such a need exists. On any reproductions, the City shall take reasonable measures to identify Artist as the creator of the Work.

- 11. MAINTENANCE AND REPAIRS:** The Parties acknowledge that maintenance of the Work is essential although anticipated to be minimal. The Parties agree that the City will conduct periodic inspections and assessments of the condition of the Work for the purposes of coordinating any maintenance and repairs necessary to preserve the condition of the Work and to maintain the condition for public safety purposes, which maintenance will be provided by the City at the City's expense, and the Artist agrees to allow any necessary maintenance or repairs to occur. *OR Custom Ironworks will maintain sculpture for first year. City may accompany in first year for learning purposes.*
- 12. INSURANCE:** Artist shall place and maintain for the periods stated below, and pay the cost thereof, the following insurance policies:

- a. **Worker's Compensation.** If Artist has employees, Artist shall procure and maintain statutory Worker's Compensation Insurance in the jurisdiction where the work is being performed and provide a waiver of subrogation against Raymore. Artist shall also procure and maintain Employer's Liability Insurance with a limit of no less than \$1 million each accident, covering all employees. If Artist warrants that it is not an employer and has no employees as defined by the Missouri Worker's Compensation Act, then Raymore waives the requirement for Worker's Compensation and Employer's Liability Insurance under this Agreement. Artist shall ensure that Artists' subcontractors who do qualify as employers as defined by the Missouri laws related to employers, employees, wage, hour and labor procure prior Worker's Compensation, with Employer's Liability insurance, with limits of no less than \$1 million on each accident, covering all employees employed by Artist's subcontractor to provide statutory benefits as required by the Missouri, Worker's Compensation Act, said policy shall be endorsed to provide that the insurer waives all rights of subrogation against Raymore.
- b. **General Liability Insurance.** Artist shall procure and maintain Comprehensive General Liability Insurance with limits not less than \$1 million for each occurrence combined single limit for bodily injury and property damage, including coverage for contractual liability, broad form property damage, completed operations, and if any subcontracted work, independent contractors.

- c. **Risk of Loss Insurance.** Artist shall procure and maintain Risk of Loss Insurance in an amount not less than the Contract Amount. Artist shall take such measures as are reasonably necessary to protect the Artwork from loss or damage until Artist has completed the Artwork as specified herein and ownership is transferred to Raymore. The risk of loss or damage to the Artwork shall be borne by Artist prior to final acceptance of the Artwork by Raymore.
- d. **Miscellaneous Insurance Matters.** All insurance policies obtained pursuant to Section 12 shall be endorsed to provide:
- i. That thirty (30) days written notice of cancellation, non-renewal or reduction in coverage or limits shall be given to Raymore pursuant to the Notice provisions provided under Section 19 hereof, and
 - ii. That such insurance is primary to any other insurance available to an additional insured with respect to claims arising out of this Agreement and that insurance applies separately to each insured against whom a claim is made or a suit is brought, but the inclusion of more than one insured shall not operate to increase the insurer's limits of liability.
 - iii. All insurance policies required under this Agreement shall be issued by insurance companies reasonably acceptable to Raymore and shall be admitted to do business in the State of Missouri.
 - iv. The liability insurance policies required above shall be endorsed to name as an additional insured Raymore and its respective members, officers, directors, agents and employees.
 - v. Copies of all insurances shall be provided to Raymore, and complete copies of any insurance policies obtained pursuant to this Agreement shall be provided to Raymore if requested at any time.

13. BUSINESS TAX CERTIFICATE: Prior to commencement of the services to be provided hereunder, Artist shall apply to the City of Raymore for a business tax certificate (if necessary), pay the applicable business license tax and

maintain said business tax certificate during the term of this Agreement, as provided in Chapter 605 of the Raymore Code of Ordinances.

- 14. INDEMNIFICATION:** The City agrees to indemnify and hold harmless Artist, his/her successors and assigns from any claim or suit arising or resulting from the breach by the City or its agents of any contractual obligations set forth in this Agreement including, but not limited to, the City's warranties set forth in Section 6 "Representations and Warranties" above and from negligent conduct of the City, its agents, assigns. Artist agrees to indemnify and hold harmless the City, its successors and assigns from any claim or suit arising out of a breach by Artist of any contractual obligations set forth in this Agreement including, but not limited to, Artist's warranties set forth in Section 6 "Representations and Warranties" above.
- 15. INDEPENDENT CONTRACTOR STATUS:** Artist is furnishing his/her services hereunder as an independent contractor, and nothing herein creates any association, partnership or joint venture between the Parties hereto or any employer-employee relationship.
- 16. MODIFICATION:** Any modification of this Agreement shall be in writing and signed by all the Parties.
- 17. TERMINATION:** Either Party may terminate this Agreement upon thirty (30) days written notice to the other Party delivered by certified mail or in person. Termination of this Agreement for any cause shall be without prejudice to any obligations or liabilities of either Party's accrued prior to or because of such termination. If this Agreement is terminated by the City, the City shall be liable under the payment provisions of this Agreement only for payment for Services rendered before the effective date of termination. Artist may terminate this Agreement upon ten (10) day's notice to the City if the City is in material breach of this Agreement and fails to cure the breach before the end of the ten (10) day notice period.
- 18. DEFAULT:** If the Artist fails to fulfill in timely and proper manner its obligation under this Agreement, or if the Artist shall violate any terms of this Agreement, the City shall have the right to sue for specific performance, to immediately terminate this Agreement, to withhold payments in excess of fair compensation for those portions of the Work completed and to recover charges. Notwithstanding the above, the Artist shall not be relieved of liability

to the City for damages sustained by virtue of any breach of this Agreement by the Artist.

19. DEATH OR INCAPACITY OF ARTIST: Should the Artist become ill, disabled, injured, or otherwise incapacitated at any time between the execution of this Agreement and the date of completion, the Artist or one of the Artist's representatives will notify the City promptly (with the understanding that pursuant to Section 2 of this Agreement, time is of the essence). In the event of Artist's physical incapacity or death prior to the completion of the Agreement, all payments made up to the point of incapacity or death will be retained by Artist or Artist's estate and all work performed to date of incapacity or death will be compensated. If the Conceptual Design is substantially completed and it is feasible for the work to be fully completed without undue delay, the City may elect to proceed under the terms of this Agreement with the written consent of Artist's estate. In the event that the City elects to proceed with the completion of the Conceptual Design, all remaining work to be completed in accordance with this Agreement will be delegated to Artist's studio personnel.

20. FORCE MAJEURE: The Parties will be excused from performing under this Agreement if performance is prevented by a condition beyond the control of the Parties such as acts of God, war, civil insurrection, government action or public emergency (but only for as long as such unforeseen occurrences exist). Both Parties will take all reasonable steps to assure performance of their contractual obligation when the unforeseen occurrences have ceased to exist, but resumption of performance will be subject to negotiation between the Parties if more than six (6) months has passed since either suspension of obligations under this Agreement, or substantially changed circumstances.

21. NON-ASSIGNABILITY: Artist will not assign, transfer or subcontract the creative and artistic portions of the Conceptual Design, Final Design, or the Artwork to another party without the prior written consent of the City.

22. SEVERABILITY: Each paragraph and provision of this Agreement is severable from the entire Agreement, and if any provision is declared invalid, the remaining provisions will remain in effect.

23. GOVERNING LAW AND VENUE: This Agreement and all matters arising out of or relating to this Agreement will be construed and enforced according to

the laws of Missouri. Unless otherwise agree, any litigation shall take place in the Circuit Court of Cass County, Missouri, and the Parties will accept the exclusive jurisdiction of these courts. Each Party agrees to service of process through the procedure defined in Section 24 "Notices" below.

24. NOTICES: All notice, submittals, requests, and reports required under this Agreement will be hand delivered or sent by certified mail or e-mailed as follow:

For Artist: Name: **Chet Redmon, CR Custom Ironworks, LLC**
Address: **305 E. Walnut, Raymore, MO 64083**
E-mail: **criron@aol.com**

For City: Name: **Meredith Hauck, Assistant City Manager**
Address: **100 Municipal Circle, Raymore, MO 64083**
E-mail: **mhauck@raymore.com**

Notice is deemed to have been received either upon the date recipient signs the return certificate, or five (5) days after the notice is transmitted to recipient via regular U.S. Mail or E-Mail, whichever is sooner. A change in the designation of the person or address to which submittal, requests, notices, and reports will be delivered is effective when the other Party has received notice of the change by certified mail.

25. DISPUTE RESOLUTION: In the event of any disputes arising from the terms of or performance under this Agreement, the Parties shall first attempt resolution through good faith discussion and/or mediation. If discussion and/or mediation do not resolve the dispute(s), the Parties may resort to litigation and equitable relief to resolve disputes that still exist after good faith discussion and/or mediation. In addition, either Party may seek equitable relief (injunction and/or specific performance) at any time when immediate enforcement or cessation of performance under this Agreement is required to avoid foreseeable damages to relief-seeking Party's interests, including but not limited to intellectual property interests.

26. ATTORNEY FEES AND COSTS: There will be no recovery of fees or costs for resolution which occurs through good faith discussion and/or mediation. The prevailing Party in any court action or proceeding shall be entitled to

receive from the other Party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing Party in connection with such action or proceeding.

27. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the Parties and supersedes all previous agreements in this matter. There are no other written or oral agreements, representations, or understandings with respect to the subject matter of this Agreement. This Agreement and its terms may be amended, modified, or waived only by written agreement, signed by both Parties.

28. NON-WAIVER: No waiver will be binding on a Party unless it is in writing and signed by the Party making the waiver. A Party's waiver of a breach of a provision of this Agreement will not be a waiver of any other provision or a waiver of a subsequent breach of the same provision.

29. EXECUTION BY COUNTERPART OR FACSIMILE: This Agreement may be executed in counterpart and by facsimile.

ACCEPTED AND AGREED AS OF THE DATE FIRST SHOWN ABOVE:

CITY

By: _____

Title: _____

Date: _____

ARTIST

By: Chris [Signature] / CR Custom Ironworks

Title: owner/operator

Date: 11-22-16

EXHIBIT A: SCOPE OF WORK

Project

The Artist will conceptualize and fabricate a site-integrated artistic entry sign/monument at a key gateway to the community. The goal of the project is to create a distinctive entry sign/monument for the west entrance into the City. The entry sign will not only prominently identify the city by name, but must also express and reveal something about Raymore by its design.

Media

Media include but are not limited to bronze, stone, wood, metal, fabric, or other textiles appropriate for outdoor display. Kinetic or interactive art is also encouraged. The art should be durable and require little to no maintenance. The artist should recognize the extreme nature of the weather in Raymore. The location will be subject to wind, strong sun, and long winters. No water will be provided to the site. The project must be lit.

Installation

Artist is responsible for transporting and installing the artwork, including the base and any associated lighting, and all associated costs. The method and materials for installation must be approved by the City.

Consideration should be given to resistance to the effects of weather, and attention to public safety issues (including vandalism) will be important. Approval of artwork will be contingent on satisfactorily addressing liability issues, such as limiting the height of a work that could be climbed upon, limiting depth of a work that could be stepped on, and assuring structural integrity.

The specific location for this piece of art on the property has not been finalized. The City will work with the artist during the design phase to identify the location.



EXHIBIT B: SCHEDULE

Conceptual Design

Attached as Exhibit C. Notice to Proceed with Final Design will be Given to Artist in accordance with Section 7 of this agreement.

Final Design

Within 45 days following the issuance of the Notice to Proceed with Final Design, the Artist will submit a Final Design Proposal information to the City.

The Final Design Proposal will include the Artwork Design, materials list, maintenance information, and necessary site improvements for installation.

Upon receipt, the City will provide feedback, including any requested modifications, within 15 days. Once approved, the City will issue a Notice to Proceed with Fabrication.

Fabrication

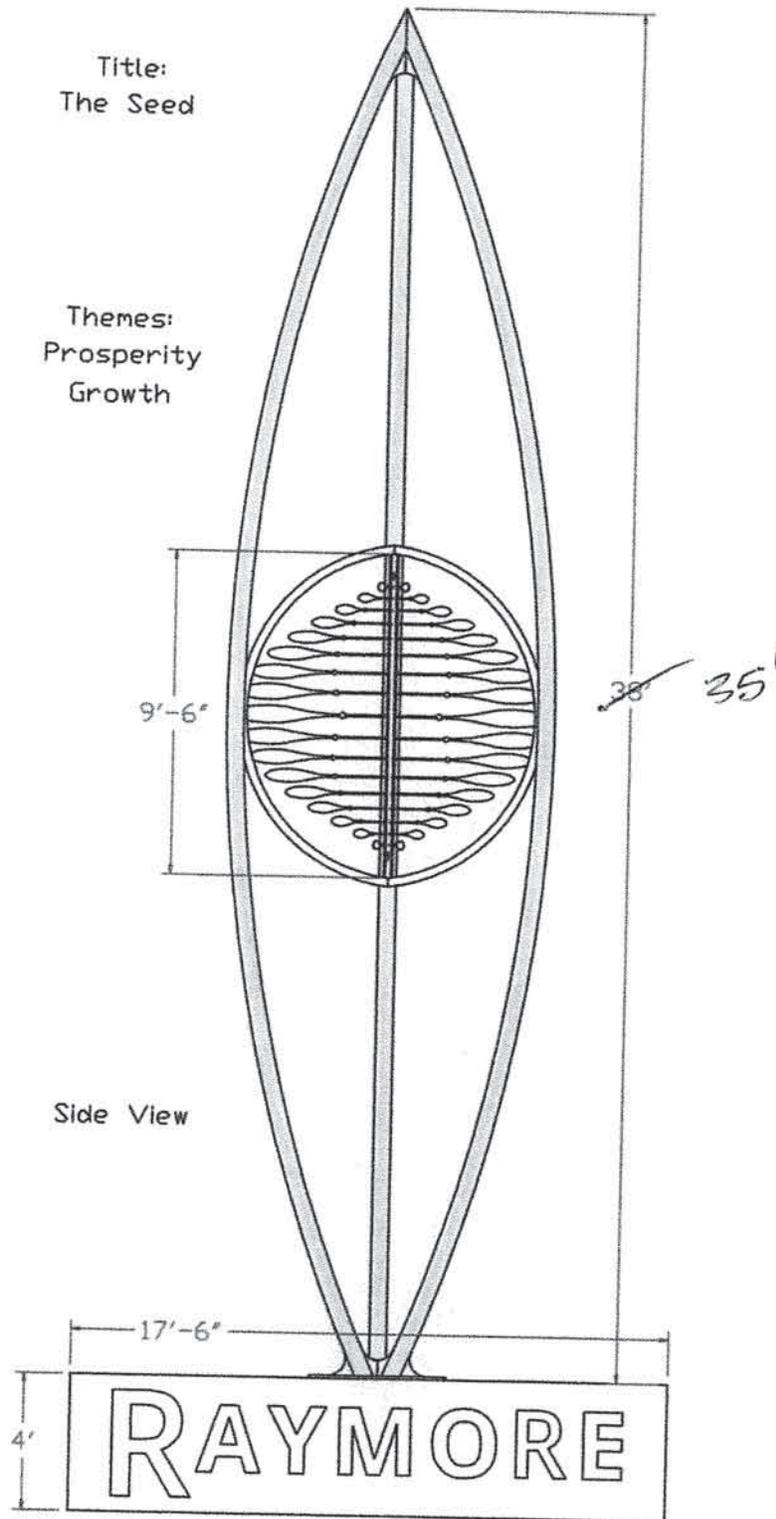
Upon receipt of the Notice to Proceed with Fabrication, the Artist may begin fabrication of the Artwork. The Artist will schedule a check in meeting with the City at the 50% mark and a final inspection meeting at the 100% mark. The Artist will notify the City when the fabrication is complete.

Installation

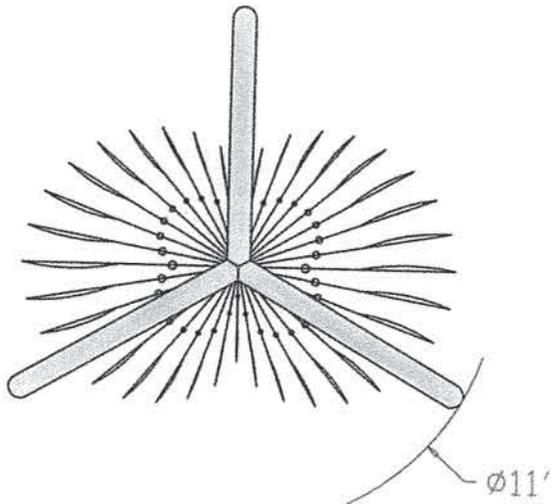
The specific date of installation and delivery shall be no later than June 1, 2017 and will be coordinated between the City and the Artist. Payment to the Artist will be issued pending final acceptance of the Artwork by the City and pending receipt of invoice from Artist.



EXHIBIT C: CONCEPTUAL DESIGN

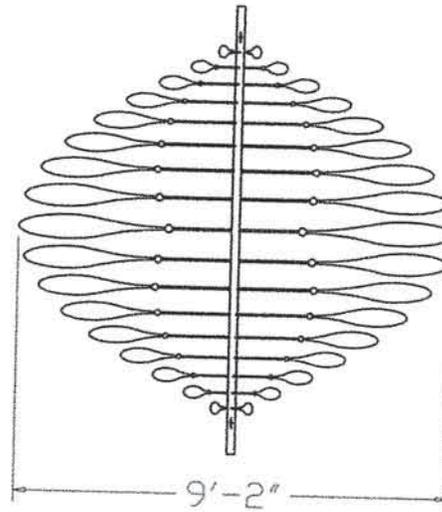


Top View

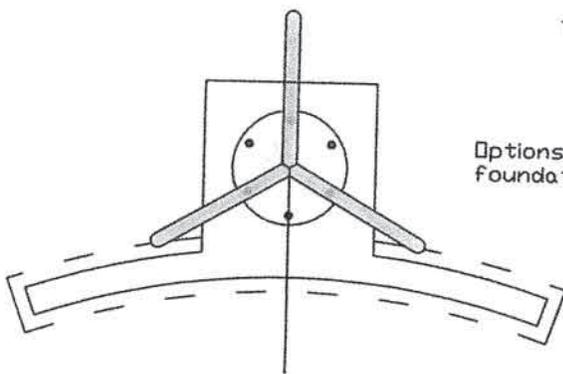


Side View

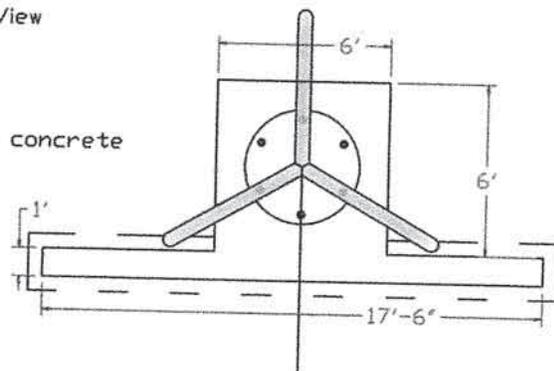
Wind sculpture component



Top View



Options for concrete foundation.



Note: Actual dimensions of the work of art may change during final design, but the concept and scale will remain significantly unaltered. The shape of the concrete foundation will be determined during final design as well.

Raymore Arts Commission Public Art Committee November 15, 2016 - Notes

PRESENT: Commissioner Harriet Lawrence, Commissioner Desiree Canovic, Commissioner Pat Setser, and Assistant City Manager Meredith Hauck (recorder).

The meeting was called to order at 7:30 p.m. and a roll call confirmed that a quorum of the committee members were present.

Centerview Public Art

Artist Overview

Artist Chet Redmon provided a presentation on his conceptual plan for the Centerview Public Art Project. Redmon explained that the design was based on themes of growth and prosperity, and he chose a tree to represent that in an organic way. Redmon has been a regular attendee at Public Art Committee meetings and incorporated elements he heard the PAC discuss at previous meetings.

Key elements of the design include:

- A raw stainless steel tree that will be approximately 10 foot tall and 10 foot in diameter. The tree would be three dimensional and have branches that would extend completely around it.
- The "fruit" is represented by spinners that will either be copper or colored stainless steel. If copper is done, it will patina naturally.
- Lighting will be incorporated into the design. The artist plans on doing ground lighting and is also exploring options for incorporating lighting into the tree design itself.
- The tree will be placed on a concrete base. Redmon suggested the base be at least six inches above the ground to allow for easier maintenance by grounds staff.
- All edges of the sculpture are sanded down and are not sharp to the touch. The tree will withstand heavy winds and based on feedback from the PAC, the artist will consider branch placement and strength to discourage children from climbing it.

Hauck explained that the final location has not yet been determined, but will be behind Centerview. Once construction of the building is further underway and the landscaping placement has been finalized, Hauck will work with the artist and the PAC to identify the location.

Public Comments

The following members of the public were present and made comments on the design of the piece:

- Sharon Parys (Arts Commission) - Parys indicated that she liked the design but wanted to make sure that the artist thought through the safety issues of children wanting to climb on the piece in his design process. She also had concerns about

the “fruit” blowing off.

- Harry Hutton (Raymore Resident) - Hutton shared that he thought the concept was good and encouraged the Public Art Committee to not interfere much with the artist’s concept.
- Heather Gambrell (Arts Commission) - Gambrell suggested incorporating an option where the “fruit” could be changed to match the seasons.
- Kelly Fizer (Raymore Resident) - Fizer commented that the design was beautiful and that she was pleased with the addition of art in the city.
- Bob Berry (Arts Commission) - Berry suggested incorporating a rail around the piece to keep people away if safety was thought to be an issue.

Public Art Committee Discussion

Commissioner Canovic stated that she supported the artist in his conceptual design and appreciated his efforts to incorporate the comments of the Committee. Commissioner Lawrence commented that placement of the piece would be key and she looked forward to having that conversation.

Commissioner Setser made a motion to recommend approval of the Centerview Public Art Piece conceptual design to the Arts Commission. Commissioner Lawrence seconded the motion. Motion passed unanimously.

58/Dean Entrance Art

Artist Overview

Artist Chet Redmon provided a presentation on his conceptual plan for the 58/Dean Entrance Art. He explained that his concept was based on the book *The Secret* and that what is focused on is what manifests. He viewed this piece as setting an intention for the community - planting a seed. The intent of the art is to be a visual reminder to the community to stay conscious of the intention of prosperity and growth. Redmon also explained that this piece and the Centerview Art Piece were designed to go together - one a seed and one a fully grown tree.

Key elements of the design include:

- A concrete base with raw stainless steel letters. The concrete can be treated with a dye to provide enough contrast between the backdrop and the word “Raymore.”
- A stainless steel seed pod with a seed inside that is kinetic. The pod structure would be powdercoated green and the seed would remain raw stainless steel. The artist indicated there were a variety of greens that could be chosen from.
- The concrete base will be 4 feet tall and the sculpture element could be between 35-39 feet tall.

- Lighting will be incorporated into the design. Lights at the base will be installed and the artist is still exploring how additional lighting could be incorporated into the actual sculpture structure.

Hauck provided a staff report that the developer, Cadence, had been provided with an opportunity to provide feedback on the design of the piece. This project is being placed on a sign easement on Cadence's property and being funded as part of the incentive package associated with the development. Hauck reported that the developer expressed concerns about the overall height of the piece and requested that the City consider making it smaller to be more in scale with the building, which is approximately 25 feet tall. They also were concerned about the piece blocking the view of their building from the intersection. The developer also requested that the City consider coordinating the color choices of the art with the building color palette.

Public Comment

The following members of the public were present and made comments on the design of the piece:

- Sharon Parys (Arts Commission) - Parys praised the design of the piece. She asked if the kinetic seed spun as one piece or if each layer was separate. The artist indicated it spun as one. She expressed agreement with coloring the concrete to provide enough contrast with the letters of the sign.
- Kelly Fizer (Raymore Resident) - Fizer suggested adding plantings to the sign easement to provide a visual barrier between the piece of art and the building behind it.
- Bob Berry (Arts Commission) - Berry agreed with the idea of adding a buffer and suggested potentially incorporating a sidewalk into the site so that people could walk around the art and have a place to sit and enjoy it. He also expressed concerns about the the kinetic element spinning too fast during heavy winds and asked the artist to consider a braking element.
- Heather Gambrell (Arts Commission) - Gambrell asked the artist to consider what would happen if a piece of trash blew up into the kinetic element, such as a plastic bag. She wanted to make sure it would be easily removable or fall out on its own.

Arts Commission Discussion

Commissioner Setser expressed that she liked the green color proposed by the artist and thought it did a nice job symbolizing life and birth, and also provided a nice pop of color during the dreary months of the year. She agreed that the word "Raymore" needs to have appropriate contrast from the concrete and the piece should be properly illuminated. Commissioner Setser proposed keeping the height in the general range proposed by the artist but framing the top of it in a middle point between the top of the building and power lines also at the intersection.

Commissioner Canovic agreed with the green color choice and the neutral concrete base, provided that there was enough contrast between the lettering and base. She agreed with Commissioner Setser on the height suggestion for the piece.

Commissioner Lawrence indicated that she initially wanted to see the seed pod done in raw stainless steel and the color red incorporated into the kinetic element, but since green was the artist's recommendation, she was comfortable going in that direction. She also indicated her support for making the piece as tall as possible on the site.

Commissioner Lawrence made a motion to recommend approval of the 58/Dean Entrance Art conceptual design to the Arts Commission. Commissioner Setser seconded the motion. Motion passed unanimously.

Redmon thanked the Committee and the Commission for selecting him for these projects. He shared that he is proud to do this for the community his family lives in and is looking forward to working with the group on these projects moving forward.

The meeting adjourned at 8:20 p.m.



**CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM**

DATE: November 28, 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 16-57 Request Council to approve the revised preliminary plat for Eagle Glen Subdivision Parcels 5 and 7

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:	November 1, 2016
Action/Vote:	Recommended approval, 8-0

LIST OF REFERENCE DOCUMENTS ATTACHED

Planning and Zoning Commission report and recommendation Revised Preliminary Plat drawing November 1, 2016 Planning and Zoning Commission minutes

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

Randal Leimer, representing Great Plains Real Estate Developments, LLC, filed a request to revise the Eagle Glen Preliminary Plat for Parcels 5 and 7, located on the west side of Fox Ridge Drive, north of Eagle Glen school.

The revised preliminary plat would combine Parcels 5 and 7 into one unified parcel and would remove the proposed extension of Cooper Drive between Foxhaven Subdivision and Fox Ridge Drive.

At its November 1, 2016 meeting the Planning and Zoning Commission, by a 8-0 vote, recommended approval of the request.

RESOLUTION 16-57

“A RESOLUTION OF THE RAYMORE CITY COUNCIL APPROVING THE REVISED PRELIMINARY PLAT FOR EAGLE GLEN SUBDIVISION PARCELS 5 AND 7, LOCATED IN THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 46N, RANGE 32W, ALL IN RAYMORE, CASS COUNTY, MISSOURI”

WHEREAS, Parcels 5 and 7 of the Eagle Glen Subdivision were included as part of the original preliminary plat approved on September 27, 1999; and

WHEREAS, the amended Eagle Glen Preliminary Plat for Parcels 5 and 7 was approved by the Raymore City Council on October 10, 2011; and

WHEREAS, the proposed revision to the preliminary plat for Parcels 5 and 7 would combine both parcels into one unified parcel and eliminate the proposed extension of Cooper Drive; and

WHEREAS, the Planning and Zoning Commission, as required by City Ordinance, held a PUBLIC HEARING and reviewed the revised preliminary plat for Parcels 5 and 7 in Eagle Glen Subdivision on November 1, 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 revised preliminary plat for Parcels 5 and 7 for Eagle Glen Subdivision on November 28, 2016; and

WHEREAS, after a recommendation of approval has been submitted by the Planning and Zoning Commission, the City Council reviewed the revised 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 revised Preliminary Plat for Eagle Glen Subdivision Parcels 5 and 7 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 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 28, 2016
Re: Case #16024 - Eagle Glen Parcels 5 and 7 Preliminary Plat

GENERAL INFORMATION

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

Requested Action: Preliminary Plat Approval for Eagle Glen Parcels 5 and 7

Property Location: North of Eagle Glen School on west side of Fox Ridge Drive



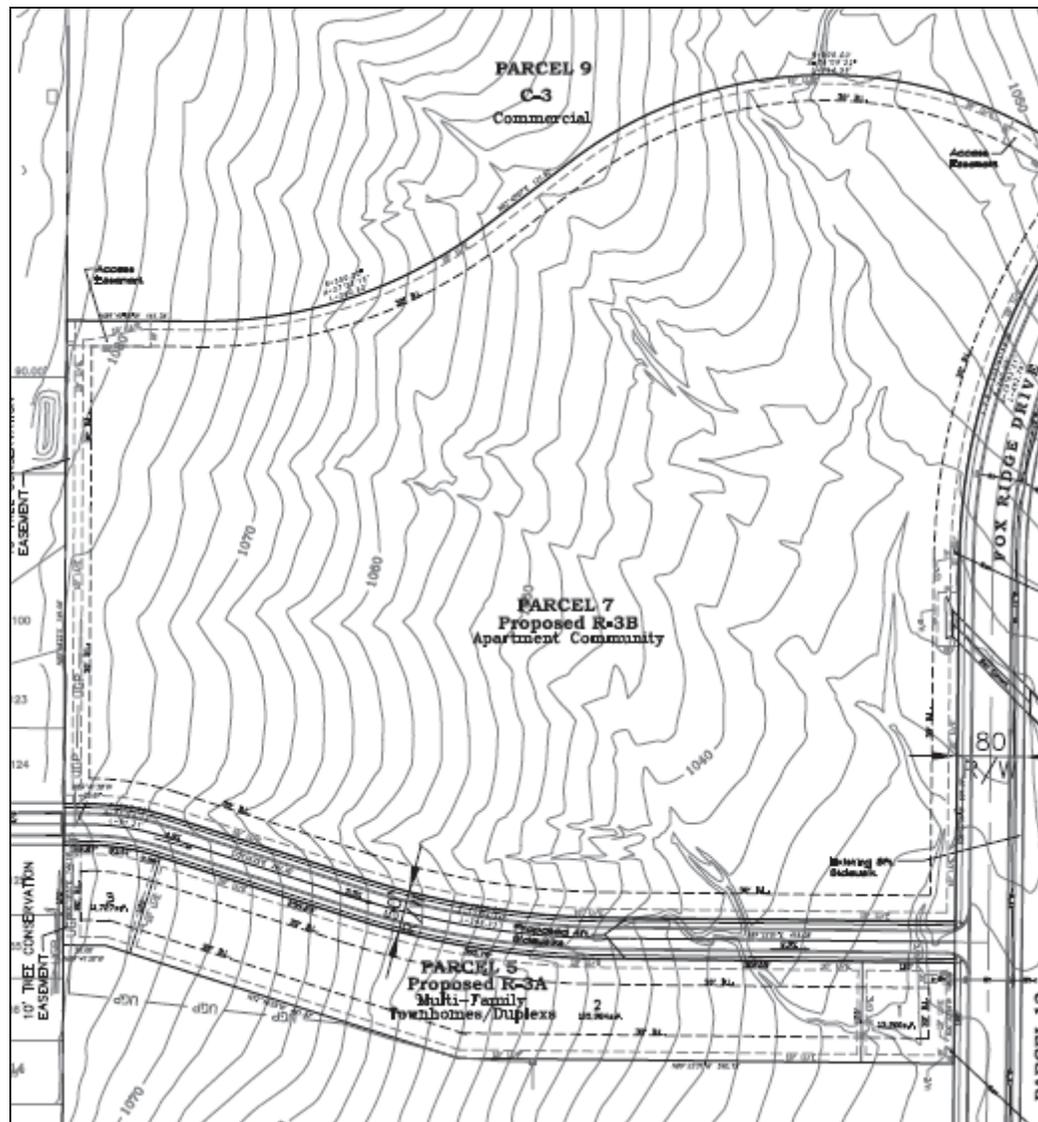
2016 Aerial Photograph



Google Earth Image



Existing Approved Preliminary Plat



The existing approved preliminary plat has Parcel 5 located to the south of a proposed extension of Cooper Drive from Foxhaven subdivision east to connect with Fox Ridge Drive. Parcel 7 is located north of Cooper Drive. Parcel 5 was planned for multi-family townhomes and duplexes and Parcel 7 was planned for an apartment community.

Surrounding Zoning:

North: C-3 – Regional Commercial (undeveloped)
South: R-1P - Single Family Planned Residential (Eagle Glen School)
East: R-1 – Single Family Residential (Foxhaven subdivision)
West: R-1P - Single Family Planned Residential (Eagle Glen subdivision)

Tract Size: 24.9 acres

Legal Description:

All that part of the Northeast Quarter of Section 17, Township 46 North, Range 32 West in the City of Raymore, 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 line 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 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 3rd, 4th AND 5th PLATS AND RESURVEY OF CENTAUR-PEETWOOD FARM, 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 745.00 feet; thence South 89 degrees 41 minutes 38 seconds East, a distance of 161.36 feet; thence along a curve to the left having a radius of 550.00 feet, a central angle of 37 degrees 33 minutes 15 seconds and tangent to the last described course, an arc distance of 360.50 feet; thence North 52 degrees 45 minutes 07 seconds East, a distance of 131.82 feet; thence along a curve to the right having a radius of 500.00 feet, a central angle of 76 degrees 09 minutes 22 seconds and tangent to the last described course, an arc distance of 664.59 feet to a point on the West line of EAGLE GLEN SUBDIVISION 3rd PLAT, a subdivision in the City of Raymore, Cass County, Missouri, said point also being on the centerline of Kimberwick Drive; thence South 39 degrees 12 minutes 18 seconds West along the West line of said subdivision, a distance of 30.00 feet to a point on the existing South right of way of Kimberwick Drive; thence along a curve to the right having a radius of 15.00 feet, a central angle of 86 degrees 47 minutes 58 seconds and an initial tangent bearing of South 51 degrees 06 minutes 39 seconds East, an arc distance of 22.72 feet to a point on the existing West right of way line of North Fox Ridge Drive; thence Southeasterly along said West right of way line and along a curve to the left having an initial tangent bearing of South 35 degrees 41 minutes 19 seconds West, a radius of 740.00 feet and a central angle of 35 degrees 03 minutes 21 seconds, an arc distance of 452.76 feet; thence South 00 degrees 37 minutes 59 seconds West along said right of way line, a distance of 601.32 feet 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 24.9 acres more or less.

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.

Advertisement: October 13, 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

PROPOSAL

The applicant is requesting preliminary plat approval for Eagle Glen Subdivision Parcels 5 and 7, located north of Eagle Glen School on the west side of Fox Ridge Drive.

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 current configuration of Parcels 5 and 7 were created as part of the revised Eagle Glen Preliminary Plat that was approved on October 10, 2011.

2. The current zoning of Parcels 5 and 7 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.
4. 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.

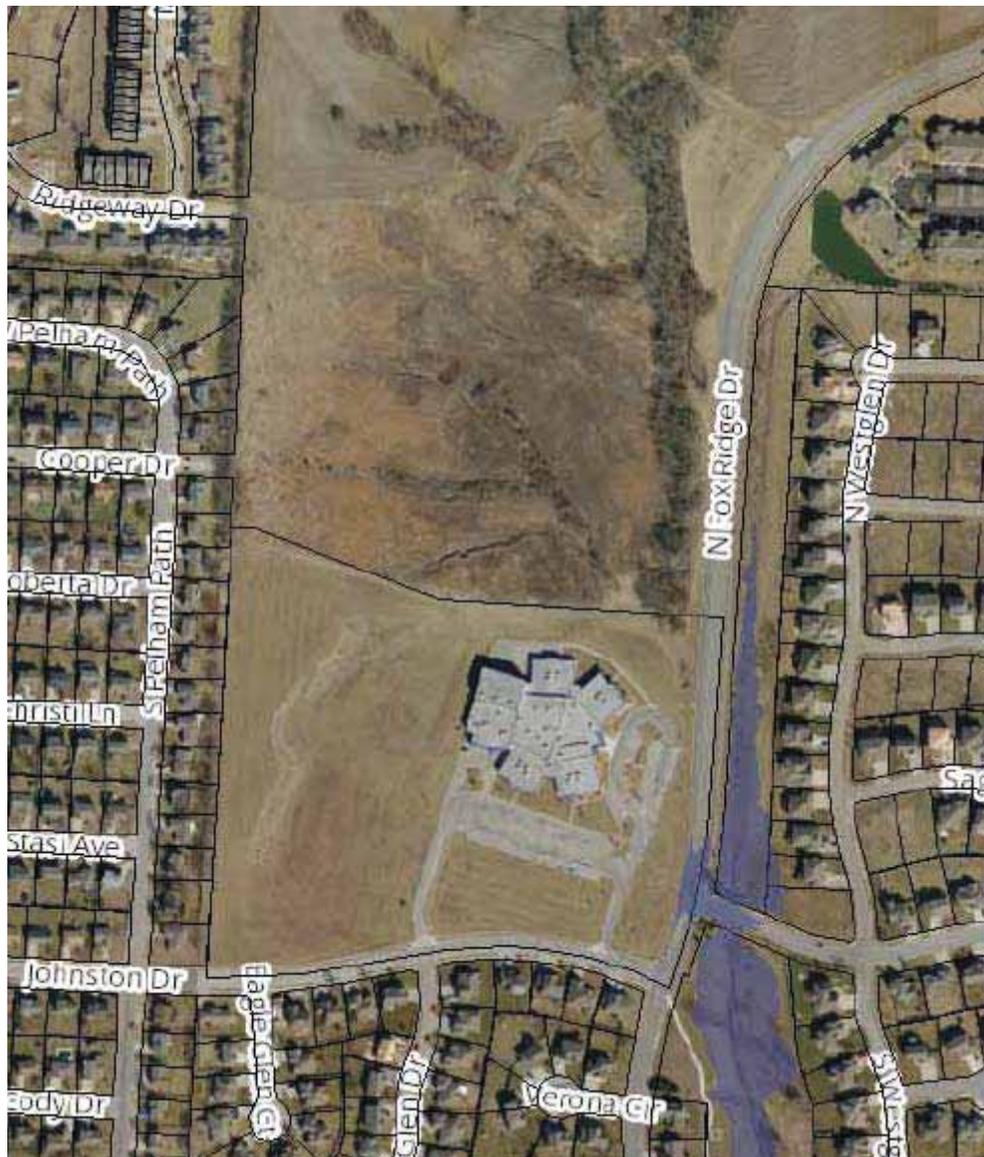
ENGINEERING DIVISION COMMENTS

See attached memorandum from the Engineering Division.

STAFF COMMENTS

1. The current Preliminary Plat, initially approved on October 10, 2011, is set to expire on December 31, 2016.
2. Prior to the development of the property a final plat application must be submitted to and approved by the City.
3. Any development upon the property will require site plan approval from the Planning and Zoning Commission.

4. The proposed preliminary plat will eliminate the extension of Cooper Drive from the Foxhaven subdivision east to connect with Fox Ridge Drive. The plat will also combine Parcels 5 and 7 into one lot. Principal access to the lot would be off of Fox Ridge Drive, with emergency fire access off of Ridgeway Drive at the northwest corner of the property.
5. There is no flood plain on the property. Flood plain area does exist on the east side of Fox Ridge Drive. There are two drainage ditches that converge on the property and exit in the southeast corner of the site and go under Fox Ridge Drive to the drainage ditch on the east side of the road.



6. According to Section 700.020B5 of the Raymore City Code the applicant, in order to facilitate the orderly continuation of the City's wastewater collection system, shall install wastewater mains to the furthest point of the property in

order to serve lands that are currently not served. Parcel 9 is not currently served by the City wastewater collection system. Infrastructure plans are required to be prepared when the final plat for Parcel 5 and/or Parcel 7 is submitted.

7. The applicant has committed to installing off-site improvements in the stream channel that is located along the east side of Fox Ridge Drive. The applicant has submitted plans that illustrate the location of rock check dams that will be installed in the stream channel in order to reduce the velocity of the water in the stream and reduce potential erosion of the stream channel. The check dams will be required to be installed as part of the erosion control measures when site grading begins.
8. A property owner can commence site grading and installation of public improvements once a preliminary plat is approved. The applicable construction plans must be approved by the Director of Public Works prior to commencement of any construction activity.

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 a mix of single-family residential, institutional (school), multi-family and undeveloped land. The land use of the proposed preliminary plat is multi-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. 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	November 1, 2016	November 28, 2016

STAFF RECOMMENDATION

Staff supports the removal of the connection of Cooper Drive. While additional connectivity can be beneficial, there are adequate existing road connections between Foxhaven Subdivision and Eagle Glen Subdivision.

Combining Parcels 5 and 7 will create a more cohesive development. Multi-family development has been approved for the parcels since the Eagle Glen Subdivision was approved in 1999 and before any single-family homes were constructed in Eagle Glen. The proposed preliminary plat does not extend the area where multi-family development was planned.

City Staff recommends the Planning and Zoning Commission 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.

PLANNING AND ZONING COMMISSION RECOMMENDATION

The Planning and Zoning Commission, at its November 1, 2016 meeting, voted 8-0 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.

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

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.

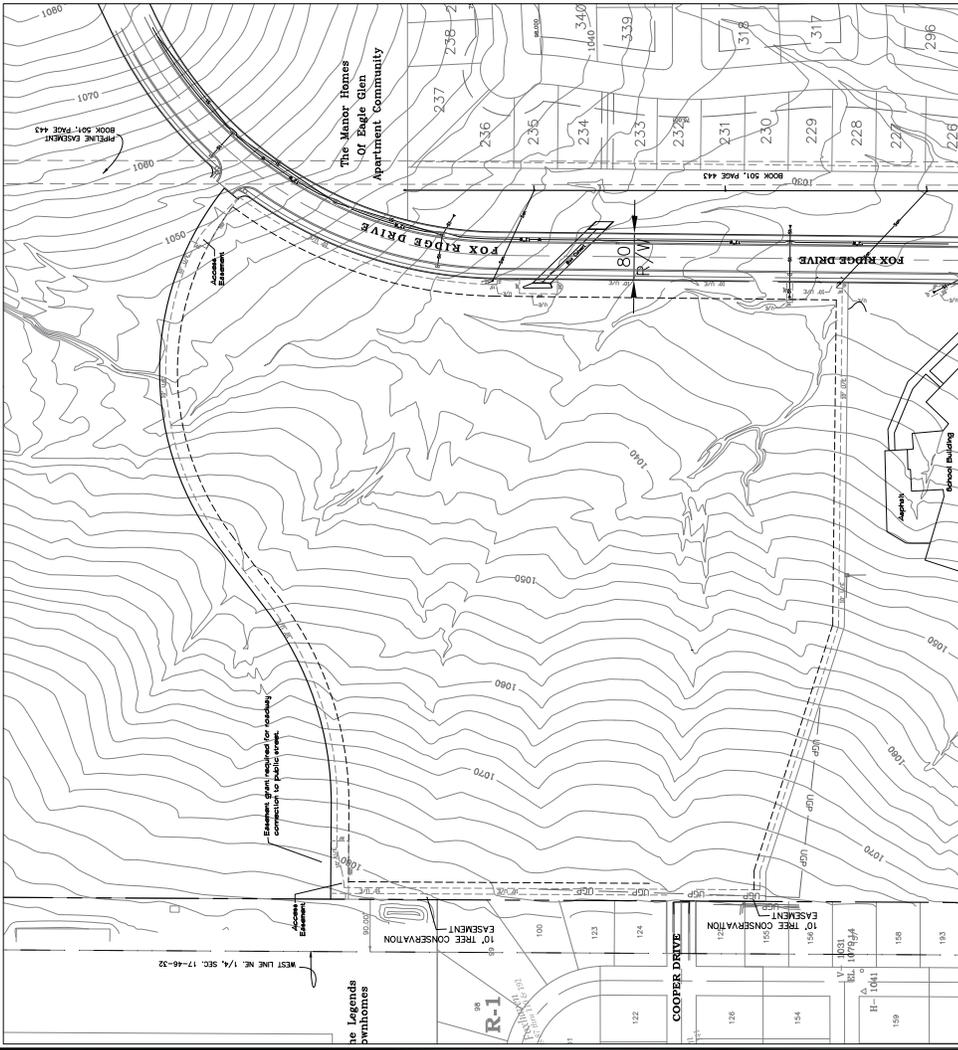
Chairman Faulkner stated that the motion does not include a condition regarding the fire access road easement to Ridgeway Drive. Chairman Faulkner indicated the fire access is noted on the preliminary plat and he asked Mr. Zerr if that was sufficient.

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.

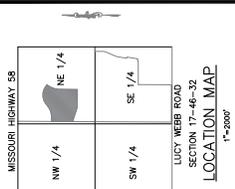
Vote on Motion:

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.



Project Summary:
 Area = 24.9 Acres
 Density = 16.8 Units Per Acre
 Current Zoning: R-3 Planned District, R-3b Planned District
 Proposed Zoning: R-3b
 Lot Information:
 Lot Size: 1/2 Acre
 Sideyard: 5' 0"
 Front Yard: 10' 0"
 Minimum Lot Size: 30' x 120' 0"
 Minimum District Area: 1.000000
 Maximum Blot Size: 100' 0"
 Maximum Blot Coverage: 40%



- Public Improvements:**
- Sidewalks will be constructed on both sides of any public street.
 - All proposed utility lines will be installed in accordance with the City of Raymore standards and specifications.
 - Proposed utility services to be installed include water, sewer, gas, and electric.
 - Proposed water service will be provided by 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 will be installed in accordance with the City of Raymore standards and specifications.
 - Proposed water service will be provided by the City of Raymore's existing gravity sewer at the east side of these tracts.
 - 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 Bouma Survey Co.

Owner/Developer:
 Great Plains Real Estate Developments L.L.C.
 Suite 202
 4400 Squares Millican Parkway
 Overland Park, Kansas
 913/284-2500

Land Planner:
 Renaissance Infrastructure
 9550 West 17th Street
 Olathe, Kansas 66061
 913/854-5401

Surveyor/Engineer:
 Renaissance Infrastructure
 9550 West 17th Street
 Olathe, Kansas 66061
 913/211-9526

REVISED
PRELIMINARY PLAT
EAGLE GLEN SUBDIVISION
PARCELS 5 AND 7
 Raymore, Missouri



1138 Cambridge Court Drive | Kansas City, Kansas 66103 | (913) 317-9200 | www.ricconsulting.com

Oppenmann Land Design, LLC
 Land Planning & Landscape Architecture
 1890 West 17th Street
 Olathe, Kansas 66061
 913/284-4407



**CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM**

DATE: 11/28/2016

SUBMITTED BY: Matthew Tapp

DEPARTMENT: Economic Development

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

TITLE / ISSUE / REQUEST

Retail Development Services Agreement with Retail Strategies

FINANCIAL IMPACT

Award To:	Retail Strategies
Amount of Request/Contract:	\$40,000.00
Amount Budgeted:	\$50,000.00
Funding Source/Account#:	03-7320-0000

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
January 2017	November 2017

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

- Bill 3225
- Exhibit A: Retail Development Services Agreement
- Retail Strategies RFQ Response

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

The City released RFQ 17-001 for Retail Development Services with a scope of work that focuses on the enhancement of retail and restaurant business attraction by identifying the community's strengths and weakness and leveraging those into a retailer's decision to locate inside the City, and to represent Raymore in the retail market through multiple tradeshow..

The City received three (3) responses to the RFQ. Staff reviewed the proposals and recommends Retail Strategies based on their experience and understanding of retail recruitment and attraction for local governments and civic organizations. As a result, staff recommends that the City enter into a contract with Retail Strategies for the retail development project.

There is \$50,000 included in the FY2017 budget for the retail development project. The contract amount for Retail Strategies to conduct Year 1 is \$40,000. The first (1st) year of the contract will be guaranteed and will include the completion of the first phase of a retail development strategy. The City reserves the right in its sole and absolute discretion to cancel the contract after the first (1st) year. If the City does not exercise its right to cancel the contract after the first (1st) year, then each of the remaining two (2) additional subsequent years shall be guaranteed independent of one another subject to breach or agreement of the parties to discontinue same. The remaining two (2) years of this contract will allow for completion of the remaining phases by the selected firm.

BILL 3225

ORDINANCE

“AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH RETAIL STRATEGIES FOR RETAIL DEVELOPMENT SERVICES.”

WHEREAS, the City Council has identified retail and restaurant recruitment and attraction as a priority from the 2016 community conversations and strategic planning process; and

WHEREAS, in accordance with the City of Raymore Purchasing Policy, city staff issued RFQ 17-001 for retail development services; and

WHEREAS, Retail Strategies is recommended by staff to be the best qualified firm to provide such service.

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

Section 1. The Mayor is hereby directed and authorized to enter into an agreement with Retail Strategies in accordance with their submitted proposal and all of the terms and conditions of the agreement hereto attached.

Section 2. The Mayor and the City Clerk are hereby authorized to execute the agreement attached hereto as Exhibit A for and on behalf of the City of Raymore.

Section 3. Effective Date. This Ordinance shall become effective and be in force and effect from and after its passage and approval and all Ordinances or parts of Ordinances in conflict with this Ordinance are hereby repealed.

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 28TH 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

APPROVE:

Jean Woerner, City Clerk

ATTEST:

Kristofer P. Turnbow, Mayor

Date of Signature



CONTRACT FOR PROFESSIONAL SERVICES

AGREEMENT FOR PROVISION OF THE FOLLOWING SERVICES

Agreement made this December 12, 2016 between Retail Strategies, an entity organized and existing under the laws of the State of Alabama, with its principal office located at 7120 18th Street, Suite 201, Birmingham, Alabama 35233, hereafter referred to as the **Firm**, 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 December 12, 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

Firm agrees to perform all work and provide all deliverables as specified in and according to the Request for Qualifications/Quote RFQu #17-001 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. Firm 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 #17-001 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 CONTRACT SUM AND PAYMENT

The City of Raymore is requesting that prospective Firms provide pricing to achieve the scope of work as described above

ARTICLE III CONTRACT PAYMENT

The City agrees to pay the Firm \$40,000 annually pursuant to Appendix B.B: Contract Period for the completed work as detailed in Appendix A: Scope of Services.

The Firm shall provide the City with monthly billings 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 Firm's work. The City will be the sole judge as to the sufficiency of the work performed.

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

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

ARTICLE IV 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 Firm may rely.

The Firm'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 Firm), accidents, transportation delays, floods, fires, or other acts of God, and any other causes of like or different character beyond the control of Firm. 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 Firm shall agree upon such delay or cancellation of performance and execute this agreement in writing.

Firm agrees to provide all services necessary to perform and complete the contract as specified. Firm further agrees to keep and not change Project Manager and Project Team without notification and consent of the City.

Firm will supervise and direct the work performed, and shall be responsible for his employees. Firm will also supervise and direct the work performed by sub-firms and their employees and be responsible for the work performed by sub-firms hired by the Firm.

Firm 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. Firm shall bear the cost of any permits which he is obligated to secure. Firm will also ensure any sub-firms hired will obtain the necessary licenses and permits as required.

Firm 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. Firm agrees to ensure sub-firms and their employees comply with all applicable laws and regulations aforementioned.

Firm 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 V TERMINATION OF AGREEMENT

With Cause – If Firm fails to perform his duties as specified in this contract, the City through its appointed representative, shall notify the Firm to correct any default under the terms of this contract. Such notification may be made by telephone or in writing. If the Firm fails to correct any default after notification of such defaults, the City shall have the right to immediately terminate this agreement by giving the Firm 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 Firm 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 VI ARBITRATION

In case of a dispute, the Firm 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 VII WARRANTY

Firm 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.

Firm 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 Firm 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 Firm of such claim. If City fails to forward such notice to Firm, it shall be deemed to have released Firm from this warranty as to such claim.

ARTICLE X AFFIDAVIT of WORK AUTHORIZATION

Pursuant to 285.530 RSMo, the Firm 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. Firm agrees that it has not relied upon any representations of Firm 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 hereto 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

(FIRM)

By: _____

Title: _____

Attest: _____

Appendix A Scope of Services

The City of Raymore is seeking services to attract desired retail and restaurants to our community. City staff will work closely with the selected firm to enhance business retention, to identify the community's strengths and weakness and leverage those into a retailer's decision to locate inside the City, and to represent Raymore in the retail market through multiple tradeshow. The vendor will serve as an extension to City staff and the vendor's sole focus will be one of turning Raymore's data and community story into an attractive home for new retail and restaurants.

The selected firm will be expected to fully address the following components of a retail development strategy, and include at a minimum:

- Develop trade area analysis focused on drive time delineation.
- Develop profiles of customers in the trade area based on buying habits, media habits and lifestyle characteristics.
- Assess the retail potential of selected sites in the City.
- Recommend specific retailers and restaurants that match the City's customer profile, and identify specific ones that would consider Raymore for a location or expansion.
- Prepare custom marketing packages for each of the retailers and restaurants identified and pinpoint the individual(s) in the companies who makes location decisions.
- Make other recommendations as seen pertinent to the assessment.
- Provide an online database and marketing tool to assist recruitment efforts.
- Provide ongoing support to the City throughout the recruitment process.

Deliverables:

- Provide a schedule for deliverables and detailed project approach.
- Represent Raymore at the annual ICSC RECon convention and any other retailer organizations that the selected firm participates in.
- Monthly updates to City staff on action steps and accomplishments.
- Every six months present an update to the Mayor and City Council.

Requirements:

- Selected firm must stay in weekly contact with the City's Economic Development Director, at a minimum.
- Selected firm must be prepared to demonstrate the number and type of contacts made on behalf of Raymore on a monthly basis.
- Selected firm must demonstrate that they are representing Raymore on a nationwide level.

Appendix B General Terms and Conditions

A. *Procedures*

The extent and character of the services to be performed by the Firm shall be subject to the general control and approval of the Assistant City Manager or their authorized representative (s). The Firm shall not comply with requests and/or orders issued by any other person. The Assistant City Manager will designate his/her authorized representatives in writing. Both the City of Raymore, Missouri and the Firm 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. The contract will have a term of three (3) years total. The first (1st) year of the contract will be guaranteed and will include the completion of the first phase of a retail development strategy. City reserves the right in its sole and absolute discretion to cancel the contract after the first (1st) year. If the City does not exercise its right to cancel the contract after the first (1st) year, then each of the remaining two (2) additional subsequent years shall be guaranteed independent of one another subject to breach or agreement of the parties to discontinue same. The remaining two (2) years of this contract will allow for completion of the remaining phases by the selected firm. Written notice of cancellation (if exercised by the City) shall be provided at least thirty (30) days prior to the anniversary of the effective date of the contract.

C. *Hold Harmless Clause*

The Firm shall, during the term of the contract including any warranty period, indemnify, defend, and hold harmless the City of Raymore, Missouri, 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 Firm or his employees, or from any claims or amounts arising from violation of any law, bylaw, ordinance, regulation or decree. The vendor agrees that this clause shall include claims involving infringement of patent or copyright.

D. *Exemption from Taxes*

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

- E. *Employment Discrimination by Contractors Prohibited/Wages/ Information*
During the performance of a contract, the Firm 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 Firm; 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 Firm, 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 Firm will include the provisions of the foregoing paragraphs in every subcontract or purchase order so that the provisions will be binding upon each sub Firm or vendor used by the Firm.

- F. *Invoicing and Payment*
The Firm shall submit invoices for services outlined above in the scope of services under Appendix A.

- G. *Cancellation*
The City of Raymore, Missouri reserves the right to cancel and terminate this contract in part or in whole without penalty upon thirty (30) days written notice to the Firm. Any contract cancellation notice shall not relieve the Firm of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

- H. *Contractual Disputes*
The Firm shall give written notice to the City of Raymore, Missouri 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, Missouri shall reduce their decision to writing and mail or otherwise forward a copy thereof to the Firm within thirty (30) days of receipt of the claim.

City decision shall be final unless the Firm 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.

I. *Severability*

In the event that any provision shall be adjudged or decreed to be invalid, such ruling shall not invalidate the entire Agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding and in full force and effect.

J. *Applicable Laws*

This contract shall be governed in all respects by federal and state laws. All work performed shall be in compliance with all applicable City of Raymore, Missouri codes.

K. *Drug/Crime Free Workplace*

The Firm acknowledges and certifies that it understands that the following acts by the contractor, its employees, and/or agents performing services on City of Raymore, Missouri 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 Firm 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, Missouri in addition to any criminal penalties that may result from such conduct.

L. *Inspection*

At the conclusion of each phase, the Firm shall demonstrate to the City Manager 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 corrected by the Firm at the Firm'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, Missouri.

M. *No Escalation of Fees*

The pricing of services contained in the contract for the selected Firm shall remain in effect for the duration of the contract. No escalation of fees will be allowed.

N. *Permits*

The successful Firm 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, Missouri (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.

O. *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.

P. *Rejection of Qualifications*

The City reserves the right to reject any and all qualifications, to waive technical defects in the qualification submittal, and to select the submittal deemed most advantageous to the City.

Q. *Affidavit of Work Authorization and Documentation:*

Pursuant to 285.530 RSMo, the Firm 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,
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Leaders of Raymore,

From our team at Retail Strategies, thank you for allowing our firm the opportunity to present our service to you. Retail Strategies leads the industry in research, analytics, real estate experience, quality of materials, depth of team, and the ultimate results of our recruitment efforts in our Client markets. If we are given the privilege to work with and represent Raymore we will task a team of highly experienced and well connected real estate professionals to function as an extension of your staff to identify opportunities and implement proven strategies to connect your community with expanding retailers and prospective developers.

As we responded to this RFP we were aware that pricing was a factor within your decision for a retail partner. Our pricing is higher than our competitors and that is due to the massive investment we make in professionals who join our team with a deep rolodex of connections and years of experience locating retailers in markets throughout the Country. Although the investment in our firm will be higher than the other respondents we can assure you it will provide value worthy of the increased investment.

We are also aware that there is no shortage of consultants who are happy to engage under any terms a community puts forward. We have several clients that had previously invested in, or were approached by, cheaper alternatives. Our Clients will tell you the difference in the level of quality and service we're providing is far superior and worth the additional investment.

Our team is very aware of the retail landscape and activity in Raymore. I personally have been in the market eight times over the past three years. My team and I have experience and relationships with the retailers and restaurants who are targeting communities like Raymore and can immediately get in front of them to discuss the opportunities in your market.

Each retailer and restaurant opens a new store to do one thing – make money. If given the privilege of working with you it will be our job to articulate the potential and demand within Raymore to our industry contacts and show these decision makers how they can be successful in Raymore.

Thank you for your time and consideration,




Matthew Petro
Chief Development Officer
(205) 427-7030
matt@retailstrategies.com



retail strategies



retail strategies

Raymore, MO

Retail Development Services

November 2016

Strictly Private & Confidential

There's a lot of potential here.



Thank You!

From our team at Retail Strategies, thank you for allowing our firm the opportunity to present our service to you. Retail Strategies leads the industry in research, analytics, real estate experience, quality of materials, depth of team, and the ultimate results of our recruitment efforts in our Client markets. If we are given the privilege to work with and represent Raymore we will task a team of highly experienced and well connected real estate professionals to function as an extension of your staff to identify opportunities and implement proven strategies to connect your community with expanding retailers and prospective developers.

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Our team understands the retail landscape and activity in Raymore. I personally have been in the market eight times over the past three years. My team and I have experience and relationships with the retailers and restaurants who are targeting communities like Raymore and can immediately get in front of them to discuss the opportunities in your market.

Each retailer and restaurant opens a new store to do one thing – make money. If given the privilege of working with you it will be our job to articulate the potential and demand within Raymore to our industry contacts and describe why Raymore should be a part of their expansion plans.

Thank you for your time and consideration,

Retail Strategies Team



retail strategies

Why Raymore?

Below is a picture of a Mobile Data Study performed from Oct. 1 – Oct. 31, 2016 from the Sam’s Club in Raymore. What my team and I see when we look at this is an opportunity for development along I-49 and Raymore being the “main and main” location for that development to take place. Within the picture you can see shopping baskets and those represent shopping centers with over 250,000+ square feet of gross leasable area. My team and I see the opportunity for growth along I-49 and Raymore as the primary location for that growth.

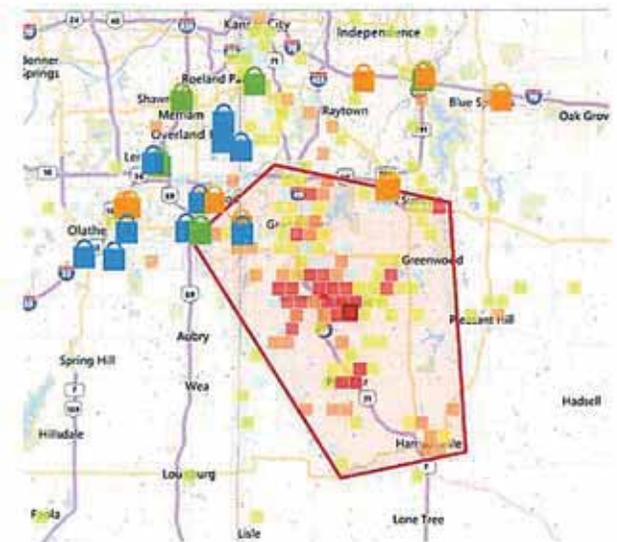
Within this trade area for Sam’s Club, there is 240,000+ consumers and that is projected to grow 5.41% over the next five years. The median household income level for this area is \$64,738 which is \$11,000 above the US average. These numbers are what retailers are desiring. Strong population, above average incomes, and growth.

Since Raymore checks the boxes from a data perspective the key is its real estate assets. Raymore has strong mix of development and redevelopment opportunities. In addition, the proposed Price Chopper development on Foxwood Drive provides an immediate leasing opportunity (up to divisible 27,000 square feet) to attract new to market concepts that increase quality of life and diversify the retail tax base.

My team and I have seen the potential in Raymore and have been aggressively pursuing a partnership with the City and its leaders. We understand the unique opportunities and challenges within the community. It is our goal to be your partner to implement proven strategies to minimize hurdles and maximize the potential for the market.



- Automotive Parts & Accessories
- Electronics & Appliance Stores
- Building Materials & Garden
- Grocery Stores
- Specialty Food Stores
- Health & Personal Care
- Clothing & Clothing Accessories
- Sporting Goods, Hobby, Book, Music Stores
- Full-Service Restaurants
- Limited-Service Eating Places



Our Value Proposition

Attracting new retail to a community is a complex, connection critical, and time consuming endeavor. Before Retail Strategies was founded in 2011, communities who desired to attract retailers often turned to consultants that sold promises of what the information they provide would lead to. Communities who invested in these consultants were often left with research reports, a list of prospects, an unrealistic idea of the timeframe for new retail, and little or no guidance on how to use the tools they were sold.

Retail Strategies was formed to give communities the option to have well connected, experienced, and licensed retail real estate professionals aggressively identify and execute tailored strategies to attract new retailers to the market. Our model is a staff augmentation. We become an extension of your team and will provide world class service to your community. We will utilize best in class data, input licensed real estate professionals in to your market to identify strategic and underutilized real estate assets, devise and implement tailored and achievable strategies, represent you nationally at trade shows, and dedicate professionals to execute your strategy providing the necessary on-going support and communication which will yield tremendous value to your community.

Retail Strategies has the required industry experience, connections, and credibility with retailers, restaurants, developers, and brokers throughout the Country. We connect with industry professionals on a daily basis to promote our Client markets. Retail Strategies has a rolodex of thousands of retailers with their contact information, site selection criteria, and expansion plans. Due to the experience and reputation of our team there is no retailer that we cannot approach on your behalf.

Being the first to do something isn't as important as getting it right is. There is no shortage of consultants who are happy to engage under any terms a community puts forward. We have several clients that had previously invested in, or were approached by, cheaper alternatives. They'll tell you the difference in the level of quality and service we're providing is far superior and worth the investment

Our process is to utilize industry leading tools and dedicate well connected professionals to your community. Having these professionals on your side, creating a long term partnership, will generate tremendous value for your community and protect your investment in this economic development effort. We invite you to lock arms with our team and it will be our privilege to exceed your expectations.

The Retail Strategies Advantage



Industry Leading Research & Analytics

Retail Strategies utilizes industry leading research, analytic, and GIS platforms to create custom materials for our Clients.



Real Estate Experience

Retail expansion cannot happen without a real estate transaction. Therefore, real estate is, and should be, the ultimate passion of your retail recruitment partner. Our team features over a dozen actively licensed professionals with years of experience navigating the deal making process. Invest in experience. Investing in Retail Strategies will create the best environment for retailers to open their doors in your market.



Adding Experience to Your Team

Retail Strategies has a rolodex of thousands of retailers contact information, expansion goals, and site criteria. Aligning your community with Retail Strategies correlates with excited retailers who will be energized by receiving and discussing a fully vetted expansion opportunity in your market.



Deal Making

Business attraction involves controlled (research, analytics) and uncontrollable variables (real estate, economy). Aligning your community with Retail Strategies inserts real estate professionals to your staff who have years of experience navigating the deal making process. We know how to navigate the hurdles to give your community the best opportunity to take interest and turn it in to new business opening its doors in your community.



Your Retail Advocate

Retail recruitment is a marathon, not a sprint. ICSC, Retail Live, and other industry conference allow opportunities for communities to be promoted; however real estate transactions are typically multi-year processes. Patience and persistent effort is critical to ultimate success. Retail Strategies model is built around being aligned with communities for the long-haul to bring deals out of the ground.

Industry Thought Leaders

Retail Strategies leads the industry in research, quality of materials, depth of team, and the level of service we provide to our Clients. Being an industry leader comes with a responsibility to not only provide tremendous service but to also educate on the trends, expansion, and best practices within the retail real estate industry.

Webinars, Industry Trends, and Retail Expansion

Each month Retail Strategies educates and informs our Clients and the industry on the latest in retail real estate. Thus far in 2016 we have published six original reports on retail expansion and trends. We provide access to Webinars where we interview retailers such as Hibbett Sports, Smashburger, Smoothie King, and several others on industry trends and expansion. Through these discussions our Clients have the ability to hear firsthand from industry professionals which will allow them to be the retail experts within their community.

Educating the Industry

Each year Retail Strategies is featured in retail and economic trade organization magazines. Over the past three years our firm has had articles in Site Selection Magazine and Shopping Centers Today. Our firm is called on to discuss the issues that are effecting the retail industry and how retail is truly economic development for communities throughout the Country.

Speaking Engagements

Over the past 3 years Retail Strategies has spoken at 75+ local, regional, National, and International conferences. Our firm has a working relationship with ICSC, which is the Retail Industry's leading trade organization, and we are called on to speak at several ICSC events each year. In 2016 Retail Strategies was asked to speak at ICSC RECON which is the largest retail real estate conference in the World. At RECON we spoke on the topic "Retail as a Catalyst for Economic Development." There is a video of our discussion at ICSC RECON which we invite you to view on our website at www.retailstrategies.com

Advocacy for Municipalities

Many of our Client communities rely heavily on sales tax collections to fund a portion of their general revenue fund, schools, and other programs that benefit communities. In March of 2016 Retail Strategies joined ICSC and several other industry leading organizations in Washington DC to meet with congressmen and women to discuss the importance of online sales tax collections.



Key Personnel



Prior to Joining Retail Strategies Our Team Worked For and With the Following Entities in Retail Real Estate



"Our investment in Retail Strategies has been one of the best decisions passed by our Chamber's leadership. I strongly recommend you consider using their services. You will definitely be pleased with their product."

Linda Lewis, Walker County, AL



"I have been more than pleased with the work Retail Strategies has done on behalf of the city. Not only has Retail Strategies worked closely with us but they have also worked directly with a local investment group as well as with both local and regional developers to attract retailers to Liberal."

Jeff Parsons, Liberal KS



"What closed the deal finally was when Retail Strategies came in and gave the company the demographic information they wanted and showed the company how Macerich was making the investment in SouthPark Mall."

Ray Forsythe, Moline IL



ROBERT JOLLY

CEO

Robert Jolly co-founded Retail Strategies in 2011 and since then has overseen development of numerous retail projects and has assisted some of the most well-known tenants in the United States with their expansion into new markets.

Robert brings years of experience with previous sales and management positions at Eason, Graham, and Sandner, Inc. and Black and Decker Corporation. He was the Birmingham Commercial Rookie of the Year in 1998, named one of the "Top 40 Under 40" in 2004, and "Who's Who of Commercial Real Estate" in 2005 and 2010. Over the course of his career Robert has leased, managed, and developed millions of square feet of retail space.

Robert graduated from the University of Alabama majoring in marketing and English. He is a member of ICSC and in 2008 earned the coveted Certified Commercial Investment Member (CCIM) designation from the Commercial Real Estate Investment Institute. Robert holds a broker's license in Alabama, Mississippi, Georgia, Florida, Tennessee, Louisiana, South Carolina and Oklahoma.

SAMPLE WORK

Lane Parke – Mountain Brook, AL

27 Acres

100+ Jobs Created

Robert was involved in the identification, development, and leasing of a mixed use luxury retail center in Mountain Brook, AL. Over the course of a decade Robert helped facilitate the deal and help locate several new to market luxury retailers within the property. In addition to retail, the property contains a 5-star hotel and luxury apartments.

Hollywood Video & Movie Gallery

200+ Locations

5 States

During the heyday of movie rental, Robert located Hollywood Video and Movie Gallery at over 200 locations in five States. Roberts travel and deal making lead him to hundreds of markets throughout the Southeast. Many of these markets are our current Clients at Retail Strategies.



MEAD SILSBREE, CCIM

CFO

Mead Silsbree co-founded Retail Strategies in 2011 and brings over a decade of real estate experience to the company. Most recently Mead worked on the retail team at Eason, Graham, and Sandner, Inc. in Birmingham, Alabama. Over the course of his career Mead has leased, managed, and developed millions of square feet of retail space.

Mead graduated from the Randolph-Macon College in Ashland, Virginia where he earned a bachelor's degree in history and economics. In 2008, he earned the coveted Certified Commercial Investment Member (CCIM) designation from the Commercial Real Estate Investment Institute and is a member of the International Council of Shopping Centers (ICSC).

SAMPLE WORK

29 Seven – Birmingham, AL
Mixed Use Facility
40+ Jobs Created

Mead was involved in the identification, development, and leasing of a mixed use luxury retail center in Mountain Brook, AL. Over the course of a decade Mead helped facilitate the deal and help locate several new to market luxury retailers within the property. In addition to retail, the property contains a 5-star hotel and luxury apartments.

Shoppes of Hinesville - Hinesville, GA
240,000 + square feet
30+ Retailers & Restaurants

Mead's company, Retail Specialists, leases and manages the Shoppes of Hinesville in Hinesville, GA. This center is over 240,000 square feet and features Ollie's Bargain Outlet, Dollar Tree, Petsense, Harbor Freight and Tools, Rent-a-Center, UPS Store, Little Caesars, Shoe Show, and many additional retailers and restaurants.



LACY BEASLEY

PRESIDENT & COO

Lacy serves as *President & COO*. She has been involved in retail real estate since 2005. Her experience with *The Shopping Center Group* and the *Dickson County Chamber of Commerce* prior to joining Retail Strategies provides her with the insight to understand the connections needed from the public and private side of the conversation.

A graduate of Lipscomb University, she earned her double major in Marketing and Management. Beasley is the ICSC TN Government Relations Chair and has served on committees with CCIM, EDAA, and multiple ICSC planning committees. Her articles have been published in *Shopping Centers*

Today, *Site Selection Magazine* and *AL Retail Federation*. She has spoken on retail trends and best practices in retail recruitment to the at more than 75 events including ICSC, American Association of Retirement Communities, American Public Power Association, Tennessee Valley Authority, ElectriCities of NC, Georgia Power, Southeastern Economic Development Council and state-wide economic development and municipal associations in AZ, LA, OK, TN, AL, MS, KY and GA.

SAMPLE WORK

Shoppes at Eagle Pointe, Cookeville, TN
240,000+ SF of Retail Space,
\$45 Million Investment

Lacy worked closely with the City and Developer to overcome hurdles including a wetlands mitigation plan, public-private partnership financial incentive and economic impact analysis. The Shopping Center is anchored by Publix and Academy Sports. It will employ more than 600 people and add \$2.3M annually to the local tax revenue.

Market Research & Tenant Representation
Tenant representation broker for Dick's Sporting Goods and Office Depot 2009-2012.
GIS & market research for 30 national retailers 2005-2009.

In 2005 when Lacy started at the country's largest tenant representation firm, The Shopping Center Group, she conducted GIS and market research for retailers such as Costco, PetSmart, TJX Companies, Best Buy, Michaels, Party City, Dick's Sporting Goods, JCPenney and Firestone. In 2009, she began acting as the tenant representation broker in Tennessee for Dick's Sporting Goods and Office Depot. In 2012, she stopped working those accounts to focus full time on municipal consulting.



MATTHEW PETRO

CHIEF DEVELOPMENT OFFICER

As Chief Development Officer Matthew leads a team of professionals who identify communities seeking solutions to maximize their real estate assets to attract desired businesses, generate additional revenue streams, and increase the quality of life within their community. Over the course of his career at Retail Strategies Matthew has served and excelled in every position on the team. Matthew has extensive knowledge and experience in retail recruitment and development, market research and analysis, marketing, and relationship management. Matthew has years of experience and a deep knowledge of the needs of communities through working hand in hand with local elected officials, economic development professionals, chambers of commerce, and municipal and County Governments. Matthew's passion to succeed, willingness to help others, and relentless work ethic brings tremendous value to our team and our Clients.

Matthew completed his undergraduate work at University of Alabama achieving a degree in Marketing with a specialization Sales. Matthew is a licensed Real Estate Professional and a member of the International Council of Shopping Centers (ICSC).

SAMPLE WORK

Chick Fil A - Laurens, SC
\$2,500,000+ Average Sales
20+ Jobs Created

Chick-fil-A purchased land in Laurens, SC in 2010 but there had been no official timeframe to begin construction and open a location on their site in Laurens. Retail Strategies partnered with Laurens in 2014 and after four months of leveraging contacts with Chick-fil-A, they announced to open a location in Laurens, SC in 2015. The ground breaking took place on March 12th of 2015 and they are currently open for business. The Chick Fil A opening sparked even greater interest in the market by other retailers and restaurants. This win will lead to additional retailers and restaurants opening in the community.

Black Walnut Café – Edmond, OK
Fast Casual Restaurant
20+ Jobs Created

Edmond, OK partnered with Retail Strategies in 2013 to attract new retail and restaurants to the community. During our discovery process we identified an opportunity for new restaurants within the community and several pieces of real estate that would fit a restaurants site criteria. At the 2014 ICSC Texas Conference and Deal Making, Retail Strategies met with Black Walnut Café on behalf of Edmond, OK. At the time Black Walnut Café was looking to expand outside of Texas but was looking at opportunities in over ten different States. Our follow up with Black Walnut Café from the conference provided custom data, analytics, and real estate that enabled Edmond to stand out over the other areas they were considering. Within three months the real estate team for Black Walnut Café was in the market looking at sites we had sent them. They are currently open for business in Edmond, OK.



BETH MILLER

PORTFOLIO DIRECTOR

Beth joined Retail Strategies as a *Portfolio Director* with over 10 years of industry experience and an extensive knowledge of real estate transactions, shopping center management, and leasing.

Beth is a 2003 graduate of the University of Alabama, where she earned a *Bachelor's of Commerce and Business Administration* degree in Finance with a concentration in *Real Estate* and a Minor in *Economics*.

Over the course of her career Beth has identified and attracted tenants from Apple to Buffalo Wild Wings to shopping centers across the Country. Beth understands what a retailer, broker, and developer need to enter a market and has years of experiencing putting deals together. Her ability to leverage connections, identify opportunities, and react in an informative and persuasive manner to requests and questions by leveraging her past experiences puts her Clients in the best position to attract new retail to their market.

At Retail Strategies Beth connects the dots between the available space within her Client markets and retailers seeking new opportunities. Beth and her team leverage industry leading tools to put critical information on the desks of retail real estate decision makers across the Country. Beth uses her exceptional interpersonal skills to update her Clients on her progress regularly. Like the rest of the team at Retail Strategies, Beth embodies the "If I say I will, I will" culture. Beth delivers answers and provides tremendous value to her Clients on a daily basis.

SAMPLE WORK

Paddock Shoppes

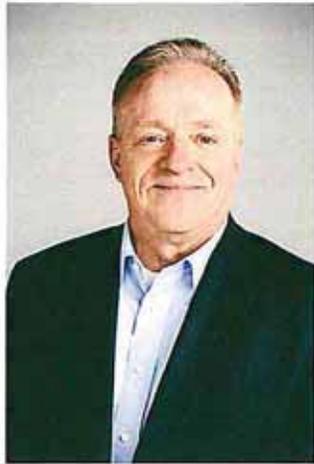
300,000+ sf of retail space
60+ Retailers and Restaurants

Beth was tasked with leasing the Paddock Shopping Center This 300,000+ square foot shopping center features over 62 retailers featuring J. Crew, DSW, GAP, Bed Bath and Beyond, Men's Warehouse, Jos A. Bank, Lane Bryant, Ulta, Orvis, and many more.

The Summit

500,000+sf
50+ Retailers

Beth was tasked with leasing The Summit in Reno, NV. This half a million square foot shopping center features over 50+ retailers such as Apple, J. Crew, Dillard's, Pottery Barn, Century Theatre's, Lululemon, Old Navy, Buffalo Wild Wings, Lucky Brand, and many more.



JOE KUCHARSKI

DEVELOPMENT

Joe has over 25 years of Retail Real Estate experience, helping retailers achieve their goals for expansion. Joe has completed real estate projects for major grocery store chains (SUPERVALU, Food Lion, Weis Markets), specialty retailers (Office Depot), general merchandise retailers (Shopko, Shopko Hometown), and warehouse clubs (Costco Wholesale). The variety of retailers for whom he has completed real estate projects has provided him the opportunity to work in communities ranging in size from large metropolitan areas to small rural towns. In all, Joe has worked on Retail Real Estate projects in 42 different states and Puerto Rico.

Joe has a Bachelor's Degree from Purdue University in Landscape Architecture, with a background in Urban Economics and Urban Planning. He was born in the upper Midwest and had also lived and worked in the Northeast and the mid-Atlantic prior to moving back to the Midwest

SAMPLE WORK

Vice President Northwest Atlantic Costco

Joe was the Vice President at Northwest Atlantic which was the outsourced real estate arm of Costco. Joe was responsible for formulating and executing the expansion strategy for Costco Wholesale in the Southeastern US. Joe successfully lead public/private partnerships in Fort Oglethorp, GA and Augusta Ga, which were critical to get Costco to open in both communities. In addition, he lead the redevelopment of an under-utilized strip center (Farragut, TN) and a vacant mall anchor (Sarasota, FL) for new Costco locations.

Vice President of Real Estate Shopko Shopko Hometown

Joe created the expansion strategy for a new retail concept called Shopko Hometown (small stores in small markets). Joe assembled a Real Estate team, created site criteria, established market parameters and defined expansion strategies. His strategies yielded 53 new Shopko Hometown stores in 2015 alone.



JOE STRAUSS

DIRECTOR OF RETAIL DEVELOPMENT

Joe joined Retail Strategies in 2014 with a background in real estate. He specializes in retail recruitment and focuses on the identification of companies to fill the product and service gaps within each city's trade area. He brings over 9 years of real estate experience to Retail Strategies. Joe has represented over 60 municipal, economic development, Chambers of Commerce, and regional groups throughout the Southeast and Midwest. Joe has worked with numerous developers, retailers, brokers, and property owners assisting in finding retail tenants in his territory. He and his team has assisted in the recruitment of over 60 retailers to our client markets and have many more in the pipeline for

2017.

Joe graduated from the University of Alabama with a bachelor's degree in Finance and a concentration in Real Estate and got into the business when he was a sophomore at the University. Joe is a licensed real estate professional and is also working on getting his CCIM designation, which is a Certified Commercial Investment Member. He has currently completed CI 101 and CI 102. He has also been a member of ICSC for over 3 years.

SAMPLE WORK

Panda Express – Statesboro, GA
\$1,250,000+ average sales per store
10+ Jobs Created

In May of 2014 Retail Strategies met with the real estate director for Panda Express at the ICSC RECON in Las Vegas. Our team spoke about the market and the Panda Express Real Estate Director identified Statesboro as a market for their strategic growth plan. The Real Estate Director told the Retail Development Director for Statesboro to help them find a site because they were having trouble getting the location they wanted for this market. Retail Strategies followed up with him for the next year sending sites and reaching out to property owners to see if they would sell. At the ICSC Deal Making Conference in Atlanta I met with brokers representing the an available outparcel in front of a new Walmart Neighborhood Market in Statesboro. This broker had a perfect corner lot next to McDonalds and our team told them that Panda Express wanted to be in the market and we thought their site would work. Our team then sent Panda's real estate director and tenant rep brokers that site. They have since then closed on that piece of property and have started construction.

Dunham Sporting Goods – Fort Payne, AL
30,000+ sf of retail space
20+ Jobs Created

In August of 2014 the Portfolio Director and Retail Development Director for Fort Payne reached out to Dunham's real estate director John Palmer to discuss the opportunities in Fort Payne. Retail Strategies had identified Dunham's Sporting Goods, which is headquartered in Michigan, was expanding their footprint in to the Southeastern United States and that Northern Alabama was a focus zone. Fort Payne had a vacant Kmart building and we identified this as a site for Dunham's. After presenting this opportunity the real estate director got back with us and told us he was interested in the market and that specific site. At that time they sent our company an LOI to give to the owner of the vacant Kmart center. Unfortunately, the deal did not work with the property owner. Our team did not give up on this opportunity. Our team approached a development group out of Mississippi who we thought would be interested in the site because Dunham's was interested in locating there. Our team was able to work with them, Dunham's, and the City to make the economics of the deal work. On April 22, 2016 Dunham's had their grand opening in Fort Payne, AL.



CLAY CRAFT

DIRECTOR OF RETAIL DEVELOPMENT

Clay joined Retail Strategies in 2014 with a passion for real estate and helping communities grow. Clay works with developers, brokers, property owners, and retailers across the Country to connect them with opportunities in our Client markets. Clay is a licensed real estate broker and has helped retailers locate in multiple States throughout the Country. Clay graduated from Auburn University in 2010 with a Masters of Landscape Architecture.

SAMPLE WORK

Sky Zone – Rockledge, FL
\$1,800,000+ average store sales
15+ Jobs Created

Retail Strategies formed a great working relationship with the leasing broker for an Aldi Anchored Shopping Center in Rockledge, FL and were assisting his recruitment efforts for a 30,000 vacancy next to Aldi. The broker had gotten some traction from Trampoline Park concept called Sky Zone but they were reportedly on the fence about the site and the market. The leasing broker asked us if we could run some custom demographic reports from the site. Our reports showed pent up demand for recreational activities and that consumer expenditures within the trade area aligned with Sky Zone's needs. Sky Zone opened in Rockledge, FL the last week of July 2016.

Another Broken Egg – Jax, Beach, FL
Fast Casual Restaurant,
20+ Jobs Created

When Retail Strategies first made contact with Another Broken Egg Café for Jacksonville Beach, FL they told us they had looked in the market but could not find any real estate that fit what their site criteria. Another Broken Egg wanted to be in the market, but admitted they had settled for a site in an adjacent community. Our team did not give up on this opportunity and sent Another Broken Egg a site in a soon to be redeveloped grocery anchored shopping center. Our team had insider information on the new grocery shopping center was and shared that info with Another Broken Egg. A year later Another Broken Egg had a lease signed at the center we sent them and have just updated their website to say "coming soon" to Jacksonville Beach, FL.



BRANDON CUMMINGS

RETAIL DEVELOPMENT ASSOCIATE

Brandon specializes in retail recruitment and focuses on the identification of companies to fill the product and service gaps within each city's trade area. Brandon is a licensed real estate broker and has helped locate retailers in multiple States throughout the Country.

Brandon graduated from Auburn University with a Bachelor's Degree in Business Administration. He is a Birmingham native. In his free time, he enjoys Auburn football, golf, zip lining, and trying new restaurants.



FORD FITTS

RETAIL DEVELOPMENT ASSOCIATE

Ford is a member of the Retail Strategies team assisting in the research and retail recruitment efforts for municipal clients. He works with business developers and client managers on creating trade areas and research reports for their clients. He brings research experience from working for a strategic advocacy firm in Washington D.C. that served political campaigns, non-profit organizations and corporate clients.

Ford graduated from the University of Alabama with a bachelor's degree in History.



WESLEY VAUGHN

PLANNING

Wesley Vaughn joined Retail Strategies with experience in city planning. Wesley previously worked for the City of Birmingham as a senior planner drafting community plans, leading public engagement, and developing policies on demolition, street resurfacing, and housing.

Wesley completed his undergraduate work at the University of Alabama in 2012 with a Bachelor's Degree in Public Relations and Political Science. He also graduated from the University of Pennsylvania in 2014 with a Masters of City Planning. He currently serves as the president of the Red Mountain Park Junior Board.



LAURA MARINOS DIRECTOR OF MARKETING

As the Director of Marketing for Retail Strategies, Laura specializes in GIS mapping, market research, market development plans, site submittal marketing packages, project coordination, event management, and team operations. Laura also assists in database management, client communication, advanced research and the organization of all digital media.

Laura graduated from the University of Alabama at Birmingham in 2011 with a Bachelor of Science in Marketing. In her free time, she enjoys traveling and spending time with her family and friends.



MADELINE BRANCH MARKETING COORDINATOR

As Marketing Assistant, Madeline assists in creating market development plans, site submittal packages, GIS reports and aerial maps. She interacts directly with several retail clients and helps in coordinating the efforts of multiple Retail Specialists producers. She is also responsible for helping create marketing packages and other advertising materials for third party property listings.

Madeline graduated from Auburn University in 2014 with a Bachelor of Arts degree in Public Relations and a business minor. She enjoys spending time with friends and family, traveling, and being at the lake.



LAUREN ADAIR INNOVATION

Lauren joined Retail Strategies in 2014 with more than a decade of experience in marketing, events, and non-profit business management. Lauren works with our Clients to identify ways of innovating our service. Her primary goal is to identify ways to make our service better for our Clients.

A native of Marietta, Georgia, Lauren now lives in Birmingham. She moved to Alabama in 2004 to begin her career after graduating from the University of Georgia with a bachelor's degree in Consumer Journalism with a concentration in Advertising.



ASHTON ARRINGTON GENERAL COUNCIL

Ashton joined Retail Strategies with extensive knowledge and experience in working with state and local elected officials, economic developers, chambers of commerce, political parties, and municipal and county governments. Previously, Ashton worked as Governmental Affairs Coordinator at Maynard Cooper and Gale P.C., one of the Southeast's leading law firms. In this role, she interacted daily with business, community, and political leaders across Alabama on legislative and economic development projects. Ashton also worked as Deputy Finance Director for the successful re-election campaign of Alabama Governor Robert Bentley and in the same capacity on Bentley's Inaugural Committee.

Ashton completed her undergraduate work at The University of Alabama in 2008 with a Bachelor of Arts Degree in Public Relations. She also has a Juris Doctorate from the Birmingham School of Law. She serves as a junior board member for Glenwood Autism and Behavioral Health Center and is a member of the Alabama State Bar.



LANA NICHOLSON CONTROLLER

Lana joined Retail Strategies in 2011 as Controller. She is responsible for the accounting and operation of the day-to-day business of Retail Strategies. Previously, she served as an Accountant with Culotta, Scroggins, Hendricks & Gillespie, P.C. and brings with her several years of experience in Public Accounting. Lana earned a Bachelor of Science degree in Accounting from University of Alabama at Birmingham in 2010 and is a Certified Public Accountant.



RYDER RICHARDS CREATIVE DIRECTOR

Ryder specializes in design and websites, while aiding in marketing, social media, and new media. Ryder received his Masters in Fine Art from Texas Christian University and Bachelor's from Texas Tech with a minor in Architecture. He is an internationally exhibiting artist who has taught at the collegiate level for ten years. He has been the director of three art galleries, curated numerous exhibitions, and lectured throughout the nation while maintaining a highly active exhibition record. He writes art reviews for several publications and established the art review site Eutopia: Contemporary Art Review in 2014.



DEREK CASSELS

RETAIL DEVELOPMENT COORDINATOR

As an experience real estate professional and entrepreneur, Derek joined Retail Strategies as a *Retail Development Coordinator* carrying a decade of experience and industry knowledge of franchisee development, leasing, strip center management and tenant representation. Derek has worked alongside municipalities throughout AR, FL, OK, MO, KS & IA with the primary objective of helping his client cities & retailers achieve their expansion goals.

At 18, Derek started his first retail clothing business and understands the obstacles businesses of all sizes must overcome to stay relevant and profitable in today's global marketplace. The common denominator for success and sustainability in any retail setting is building trusting relationships.

Derek is a graduate of the University of Alabama, where he earned a Bachelor's degree in Finance with a concentration in Corporate Investment Management. Derek returned to his Alma Mater where he worked as a Graduate Assistant while earning his Master of Science in Marketing degree specializing in Analytics and Global Market Management.

Derek is a licensed real estate professional, member of ICSC, and is currently pursuing his CCIM designation.



TIFFANY KILPATRICK

DEVELOPMENT

Tiffany joined Retail Strategies in 2015 as *Account Executive & Acquisitions Specialist*. She will be the day to day point of contact for our client cities in Tennessee, North Carolina and Kentucky. Prior to joining the Retail Strategies team, Tiffany was a Real Estate Manager for Hibbett Sports. Her primary role was site selection for new Hibbett Sports stores. Tiffany has overseen the site selection process and negotiated leases for over 130 locations in 10 states.

Tiffany started her career with Hibbett in 2004 as the Assistant to the Real Estate Department and quickly moved into the role of Real Estate Manager. As Real Estate Manager, Tiffany worked in the states of AZ, CO, NC, MS, NM, AL, IL, KY and TN.

Tiffany is a graduate of the University of Alabama, where she earned a Bachelor's Degree in Public Relations. She served two terms as the ICSC AL/MS Retail Chair, as well as the Next Generation Chair for AL/MS.

Similar Projects

Client: Ocoee, FL

Scope of Services: Identical to the requests made by Raymore within this RFP

Contact Name: Craig Shadrix

Address: 150 N. Lakeshore Drive, Ocoee, FL 34761

Phone Number: 407-905-3111

Email Address: Craig.Shadrix@ocoee.org

Start Date: March 2015

Completion Date: Contract Ongoing

Partnership Narrative:

The City of Ocoee partnered with Retail Strategies in March of 2015 to perform an exhaustive analysis of their market, identify opportunities, and proactively recruit new retailers to the community. Over the course of the first year Retail Strategies executed each piece of our Discovery process (market analysis, real estate analysis, Retail Strategy, etc.), proactively recruited retailers and developers, connected with property owners, and represented Ocoee at numerous retail trade shows. Our team has identified 10+ retailers who are interested in the market and a currently assisting them in locating in Ocoee.

Over the past 18 months the biggest priority in Ocoee is a regional mall that is undergoing redevelopment. Our team has been advising this major shopping center located at main and main in Ocoee. This center is a critical asset for the City and it is our major focus. Due to the confidentiality of our agreements this is all we can disclose on the center.

One of the challenges we faced was a misconception from the retail industry on the City of Ocoee. In the past, the City had been difficult to work with and many retailers could not get information or documents in a timely manner. The majority of these retailers moved on to new sites and never tried to return. This old knowledge couldn't be further from the current state of Ocoee. The City is pro-business and committed to helping business enter the community.

To assist in this, we have arranged an event on October 27th, 2016 in Ocoee that is sponsored by ICSC and their P3 (Public Private Partnership) group. This event is being held to get the message out to expanding business, brokers, and property owners that the City of Ocoee is open for business.



Client: Lake City, FL

Scope of Services: Identical to the requests made by Raymore within this RFP

Contact Name: Dennille Decker

Address: 162 S. Marion Avenue, Lake City, FL 32025

Phone Number: 386-752-3690

Email Address: dennille@lakecitychamber.com

Start Date: August 2013

Completion Date: Contract Ongoing

Partnership Narrative:

The Lake City Chamber of Commerce hired Retail Strategies in August of 2013 to take a proactive approach to retail recruitment and to perform a market analysis on their community. Over the course of the first three years of our partnership our firm has assisted in locating Harbor Freight, Aldi, and Panda Express. In addition to the retailers we have assisted with locating there is an additional 150,000 sf of committed retailers that are not publicly announced. These retailers are game changers for the community.

Each year we have spent as Lake City's retail partner we have continued to update their data, identify new opportunities from a real estate perspective, and connect expanding retailers with the correct opportunities in their market. Over the course of our partnership we have contacted 100+ retailers, developers, brokers, and property owners on behalf of Lake City.

Currently our firm is in contract negotiations with Lake City to add an additional three years to our partnership taking us through 2019 as their retail partner.



Client: Plainfield, IL

Scope of Services: Identical to the requests made by Raymore within this RFP

Contact Name: Brian Murphy

Address: 24401 W. Lockport Street, Plainfield, IL 60544

Phone Number: (815) 439-4253

Email Address: bmurphy@goplainfield.com

Start Date: February 2014

Completion Date: Ongoing

Partnership Narrative:

The Village of Plainfield partnered with Retail Strategies in February of 2014 to take a proactive approach to the retail development, leasing, and redevelopment opportunities in the community. Retail Strategies performed a data analysis, real estate analysis, and developed a retail strategy for the community. Over the past few years our team has been implementing and adjusting the retail strategy to position Plainfield to targeted expanding retailers across the Country.

Over the course of our partnership we have recruited Potbelly, Ross Dress for Less, and Smoothie King. In addition, we are currently in conversations with several additional retailers and working with a developer on a new development in Plainfield.

Our team is currently in discussions to renew our contract for additional years.



Client: Moline, IL

Scope of Services: Identical to the requests made by Raymore within this RFP

Contact Name: Ray Forsythe

Address: 619 16th Street, Moline, IL 61265

Phone Number: (309) 524-2032

Email Address: rforsythe@moline.il.us

Start Date: February 2014

Completion Date: Contract Ongoing

Partnership Narrative:

The City of Moline partnered with Retail Strategies in February of 2014 to take a proactive approach to the retail development, leasing, and redevelopment opportunities in the community. Retail Strategies performed a data analysis, real estate analysis, and developed a retail strategy for the community. Over the past few years our team has been implementing and adjusting the retail strategy to position Moline to targeted expanding retailers across the Country.

Over the course of our partnership we have recruited Dick's Sporting Goods, Panda Express, Chick-Fil-A, Popeyes, and Verizon Wireless. In addition, we are currently assisting several retailers enter the market.

In October of 2016 the City of Moline approached Retail Strategies to extend the agreement for an additional five (5) years of service. That agreement is currently going through legal and is projected to be expected in the coming weeks.



Client: Dubuque, IA – Greater Dubuque Development Corporation

Scope of Services: Identical to the requests made by Raymore within this RFP

Contact Name: Mark Seckman

Address: 900 Jackson St #109, Dubuque, IA 52001

Phone Number: (563) 557-9049

Email Address: marks@greaterdubuque.org

Start Date: July 1, 2014

Completion Date: Ongoing

Partnership Narrative:

The Greater Dubuque Development Corporation partnered with Retail Strategies in July of 2014 to take a proactive approach to the retail development, leasing, and redevelopment opportunities in the community. Retail Strategies performed a data analysis, real estate analysis, and developed a retail strategy for the community. Over the past few years our team has been implementing and adjusting the retail strategy to position Dubuque to targeted expanding retailers across the Country.

Over the course of our partnership thus far Retail Strategies has recruited Five Guys Burgers and Fries, Chipotle, Mattress Firm, Planet Fitness, Ashley Home Furniture, Carter's Baby's and Kid, Vertical Jump, Popeyes, and Barrel House Restaurant. Currently we are assisting in the recruitment and development of numerous retailers and in new retail space in Dubuque.



Client: Carthage, MO

Scope of Services: Identical to the requests made by Raymore within this RFP

Contact Name: Mark Elliff

Address:

Phone Number:

Email Address:

Start Date: October 2014

Completion Date: Ongoing

Partnership Narrative:

The City of Carthage partnered with Retail Strategies in October of 2014 to take a proactive approach to the retail development, leasing, and redevelopment opportunities in the community. Retail Strategies performed a data analysis, real estate analysis, and developed a retail strategy for the community. Over the past few years our team has been implementing and adjusting the retail strategy to position Carthage to targeted expanding retailers across the Country.

Our team has represented Carthage at numerous ICSC and Retail Live events which have yielded interest and new retail in the market. Hibbett Sporting Goods is a direct example of this success which opened in 2015. Our team has brought more than five retailers to the market that were not previously considering Carthage. In addition, we have numerous retailers who are reviewing sites in the market and are in communication with these entities on a regular basis.

Over the course of our partnership our team has made contact with numerous property owners, developers, and brokers on behalf of Carthage. We have streamlined communications with these entities and there is now valuable information being shared that will assist in locating more retailers in the market.



City of Carthage
MISSOURI

SUCCESS STORIES FROM SIMILAR PROJECTS

Bartlett, TN – Krispy Kreme



At ICSC Southeast in Atlanta Retail Strategies met with a developer, Deep River Partners (Developer), to discuss the opportunities in Bartlett, TN. A premier suburb of Memphis, Bartlett had many opportunities that we discussed with Deep River Partners. Over the course of eighteen months we had several meetings and conference calls with the developer regarding numerous opportunities in the market. One of the key opportunities was restaurants and destination retail. Krispy Kreme, a consumer destination for donuts identified the area as a target for expansion. Working with Deep River Partners we were able to put a site in front of Krispy Kreme and custom analytics which led to the destination restaurant locating in Bartlett, TN. This "win" for the City has led to many additional retailers and restaurants being interested in locating the market.

Jacksonville Beach, FL – Another Broken Egg



When Retail Strategies first made contact with Another Broken Egg Café for Jacksonville Beach, FL they told us they had looked in the market but could not find any real estate that fit what their site criteria. Another Broken Egg wanted to be in the market, but admitted they had settled for a site in an adjacent community. Our team did not give up on this opportunity and sent Another Broken Egg a site in a soon to be redeveloped grocery anchored shopping center. Our team had insider information on the new grocery shopping center was and shared that info with Another Broken Egg. A year later Another Broken Egg had a lease signed at the center we sent them and have just updated their website to say "coming soon" to Jacksonville Beach, FL.

Moline, IL – Dick's Sporting Goods



During our Discover phase Retail Strategies identified Sporting Goods as a major opportunity for Moline, IL. The community had GAP/Leakage within Sporting Goods, they had real estate to support a major sporting goods store, and most Peer Communities to Moline had a major sporting goods retailer in the market. Our team reached out to the SouthPark Mall Manager in Moline, IL and identified that Dick's was interested in an open space within the SouthPark Mall. However, they hadn't yet committed to the site or community. Working with the Mall Manager, the City, a local Broker, and our contacts at Dick's Sporting Goods – Retail Strategies provided custom demographics and analytics to show the full opportunity. Over the course of time our team had several communications with the various parties and Dick's Sporting Goods located in the market.

Augusta, GA – Dunkin' Donuts & Which Wich



Retail Strategies made contact with representatives from Which Wich and Dunkin' Donuts in 2014. The market was approved by the franchisee and corporate at both companies and Retail Strategies shared several sites to the real estate director(s) to identify where they may be best positioned. A final site was chosen and a local brokerage group is putting together the 3,400 SF multi-tenant development in downtown Augusta. The franchisee anticipates hiring at least 25 employees for Dunkin' Donuts and another 20 employees to work at Which Wich.

Lake City, FL – Harbor Freight and Tools



In 2013, Retail Strategies was engaged by the Columbia County-Lake City Chamber of Commerce to provide retail market research and retail recruitment services. Research revealed an \$11.3M gap in the trade area for building materials stores. As part of the strategic planning process, the Retail Strategies team identified a number of retail prospects to fill the gap and immediately began calling on them to discuss the market opportunity. One of the retail prospects, Harbor Freight Tools, expressed strong interest in the market in early 2014. By June of that year, the retailer had contracted with a developer to open a new store in Lake City.

Laurens, SC – Chick Fil A



Chick-fil-A has owned land in Laurens, SC for three years but there had been no official timeframe to begin construction and open a location on their site in Laurens. After four months of leveraging contacts with Chick-fil-A, Chick-fil-A announced to open a location in Laurens, SC in 2015. The ground breaking took place on March 12th of 2015 and they expect to be fully operating by October 2015.

Washington, NC – Zaxby's



Due to Retail Strategies' research, a need for quick service restaurants was quickly identified in Washington, North Carolina. Retail Strategies contacted Zaxby's and made introductions to the property owner. Zaxby's has since opened a new location in Washington and is currently fully operational. Zaxby's has committed to Washington and has been very involved in giving back to the community since its opening.

Jacksonville Beach, FL – Chipotle



During our research phase we identified Chipotle as a no brainer fit for Jacksonville Beach. We made multiple contacts with Chipotle tenant reps and Real Estate reps over a one year period regarding Jacksonville Beach. We sent them multiple sites in the market that fit their criteria on A1A and they are opening at the soon to be redeveloped Pablo Plaza Center.

Edmond, OK – Black Walnut Café



Edmond, OK partnered with Retail Strategies in 2013 to attract new retail and restaurants to the community. During our discovery process we identified an opportunity for new restaurants within the community and several pieces of real estate that would fit a restaurants site criteria. At the 2014 ICSC Texas Conference and Deal Making, Retail Strategies met with Black Walnut Café on behalf of Edmond, OK. At the time Black Walnut Café was looking to expand outside of Texas but was looking at opportunities in over ten different States. Our follow up with Black Walnut Café from the conference provided custom data, analytics, and real estate that enabled Edmond to stand out over the other areas they were considering. Within three months the real estate team for Black Walnut Café was in the market looking at sites we had sent them. While in the market Black Walnut Café identified two additional sites that we ran custom research on. Six months later they had a site under LOI and they are currently open in Edmond, OK.



Rockledge FL – Sky Zone

SKY ZONE
INDOOR TRAMPOLINE PARK

Retail Strategies formed a great working relationship with the leasing broker for an Aldi Anchored Shopping Center in Rockledge, FL and were assisting his recruitment efforts for a 30,000 vacancy next to Aldi. The broker had gotten some traction from Trampoline Park concept called Sky Zone but they were reportedly on the fence about the site and the market. The leasing broker asked us if we could run some custom demographic reports from the site. Our reports showed pent up demand for recreational activities and that consumer expenditures within the trade area aligned with Sky Zone's needs. Sky Zone opened in Rockledge, FL the last week of July 2016.



Jasper, AL – Aldi

In May of 2014 Retail Strategies met with ALDI's real estate director for the southeast Dave Hassen at ICSC RECON in Vegas. The Retail Development Director for Jasper showed him the market and he expressed a lot of interest in it. The Retail Development Director and Portfolio Director followed up with Dave Hassen after the show by sending specific sites. Shortly after the show they identified a site and put it under contract, but the real estate committee turned it down because they had to be at traffic signal for this size of a market. The Retail Development Director and Portfolio Director then reached back out to Dave Hassen and Aldi letting them know we were calling property owners whose sites matched their criteria. Our team made contact with a property owner who had the lot on a hard corner and after talking specifics we identified it had the right amount of acreage for Aldi. Our team then sent that site to the real estate director for ALDI and were initially told that they liked the site. Aldi's tenant rep took over the deal from there to work out the specifics with the land owner. In June 2016 the deal was executed and they plan to open in early 2017.



Clinton, SC – Zaxby's

In August of 2014 the Retail Development Director for Clinton, SC sent sites and market information to the tenant rep for Zaxby's. Zaxby's Tenant Rep's first response was that he did not think there was enough room for a second location since they had one in Laurens, SC which is in the same county. In October of the same year we met with the real estate director at ICSC in Atlanta to talk more about the market. The franchisee at that time was starting to looking at opening more stores and we believed Clinton was a premier location for an expansion store. The real estate director relayed the site information Retail Strategies presented to his franchisee. In March of 2016 they closed on the property and started construction in April 2016.

Fort Payne, AL – Dunham's Sporting Goods



In August of 2014 the Portfolio Director and Retail Development Director for Fort Payne reached out to Dunham's real estate director John Palmer to discuss the opportunities in Fort Payne. Retail Strategies had identified Dunham's Sporting Goods, which is headquartered in Michigan, was expanding their footprint in to the Southeastern United States and that Northern Alabama was a focus zone. Fort Payne had a vacant Kmart building and we identified this as a site for Dunham's. After presenting this opportunity the real estate director got back with us and told us he was interested in the market and that specific site. At that time they sent our company an LOI to give to the owner of the vacant Kmart center. Unfortunately, the deal did not work with the property owner. Our team did not give up on this opportunity. Our team approached a development group out of Mississippi who we thought would be interested in the site because Dunham's was interested in locating there. Our team was able to work with them, Dunham's, and the City to make the economics of the deal work. On April 22, 2016 Dunham's had their grand opening in Fort Payne, AL.

Statesboro, GA – Panda Express



In May of 2014 Retail Strategies met with the real estate director for Panda Express at the ICSC RECON in Las Vegas. Our team spoke about the market and the Panda Express Real Estate Director identified Statesboro as a market for their strategic growth plan. The Real Estate Director told the Retail Development Director for Statesboro to help them find a site because they were having trouble getting the location they wanted for this market. Retail Strategies followed up with him for the next year sending sites and reaching out to property owners to see if they would sell. At the ICSC Deal Making Conference in Atlanta I met with brokers representing the an available outparcel in front of a new Walmart Neighborhood Market in Statesboro. This broker had a perfect corner lot next to McDonalds and our team told them that Panda Express wanted to be in the market and we thought their site would work. Our team then sent Panda's real estate director and tenant rep brokers that site. They have since then closed on that piece of property and have started construction.

Statesboro, GA – Krispy Kreme



Retail Strategies has a great relationship with Krispy Kreme and their real estate team. Our president Lacy Beasley met Krispy Kreme at the Charlotte ICSC and they identified Statesboro as a market they needed to be in. After Charlotte ICSC the Retail Development Director for Statesboro immediately began sending sites to Krispy Kreme. Krispy Kreme identified a site where a Title Max building was located at the time. They were able to tie up the land and plan on starting construction in August 2016. This is a great win for the community because they are inputting Krispy Kreme to a main site on their retail corridor. This retailer will increase traffic counts and enable more opportunities for retailers around them to attract dollars to their business.

Scope of Services

Retail Strategies is pleased to present this proposal to Raymore, MO. If given the privilege of working hand in hand with Raymore, Retail Strategies will provide a team of highly trained real estate professionals to execute proven strategies that will be tailored to your unique opportunities to attract new, desired, retail to meet your vision for the community.

Raymore, MO Objectives:

- Identify & attract new to market retailers that add incremental value to Raymore
- Identify key, attractive, data points that make areas in Raymore a destination for new retail
- Identify strategic and underutilized real estate assets within Raymore
- Develop a Web Platform for Raymore, MO
- Attract desired retail and restaurants to the community
- Identify opportunities, create strategy, and implement the strategy on behalf of Raymore
- Promote and attract development to the community
- Leverage the momentum of current and future projects within Raymore
- Assist in the retention of business and entrepreneurs through research, analytics, and real estate expertise
- Educate City Staff, Community Leaders, & Key Stakeholders on retail trends, expansion, and deal making
- Be represented at Retail Trade Shows nationwide (ICSC & Retail Live)
- Provide feedback, negative or positive, from retailers on why they are or are not considering the market

Discover Process

Data and Analytics	Boots on the Ground Real Estate Analysis	Community Input And Vision
Retail Strategies has partnered with the industry leaders in research and analytics so we can provide the deepest, most thorough, look in to your community and its consumers. Data enables our professionals and your community to leaders to gain a world-class knowledge of critical data points and how they can be used as a tool to promote the community.	Through deploying real estate professionals to your community we are able to identify the key real estate assets within the community. These real estate assets are your product and we spend countless hours identifying who the buyers are. All of the sites are logged and recorded on a GIS platform so they can be fully utilized by your recruitment team.	Our model and strategies are not 'one size fits all' because each community we work with has unique attributes and vision for their future. The professionals who work on behalf of Raymore are here to incorporate the community vision, desired retailers, and feedback to your strategy.

Below are Examples of Information We Investigate to Develop Your Retail Strategy

Trade Area Identification	GAP Analysis	Peer Analysis	Psychographic Analysis	Mobile Data Collection	Consumer Spending Analysis
Real Estate Analysis	Focus Properties	Development Opportunities	Redevelopment Opportunities	Key Intersections	Key Retail Nodes
Retail Competitor Mapping	Market Supply Analysis	Market GLA Analysis	Priority Business Categories	Shopping Center Analysis	Workplace Analysis
Quarterly Population Trends	Community Input	Desired Businesses	Traffic Counts	Industry Trends	Retail Expansion

Data & Analytics

STI: PopStats

Since 1992, Synergos Technologies Inc. (STI) has been providing market-focused companies with many of today's most innovative and confidence-boosting demographic data building blocks. Demographic data building blocks, for example, are a powerful alternative to cookie-cutter data products. Unlike other data, they allow you to unleash your company's maximum market research potential. These data building blocks and others can be applied in uncountable configurations to meet your exact research needs — without limits.

"We have been using PopStats since it first became available for three primary reasons. First, I was impressed that I could get all of my demographic data from one source. Secondly, PopStats was the only product that was updated quarterly, including population counts, ethnicities, incomes, and seasonality. Third, I have great confidence in the source of the data — residential postal delivery."
- Dale Caldwell, Kroger Corp.

Tetrad

Tetrad is Retail Strategies data partner. Tetrad works with retailers across the Country developing and implementing software to fit their needs. Retail Strategies aligned with Tetrad after an exhaustive search of the premier data and software providers throughout the Country. The software developed by Tetrad for Retail Strategies is tailored to help City's identify opportunities and package those opportunities to attract retail in their market.

Below are a Few of the Demographic Data Sources Used



Retail Strategy

Following our Discovery process, your Retail Strategies team will present the findings and provide a 70+ page comprehensive review on the unique data points, strategic and underutilized real estate assets, retailers who fit your market, and many more topics to give you community and it's leaders the greatest insight into the market. Below are key items covered in the deliverable and presentation.

Trade Area Identification

By utilizing mobile data collection, data and analytics, and real estate acumen, our team will identify shopping patterns within your community that will answer key questions for retailers.

Mobile Data Collection

An industry leading report which utilizes cell phone data to identify the home location of consumers that visit a defined shopping area within the community.

GAP Analysis

Examining the market supply and market demand within the trade area to uncover the categories of retail being desired by your community.

Psychographic Analysis

Psychographic analysis is demographic short hand. This information was developed to segment consumers by demographics, consumer preferences, and spending patterns

Peer Community Analysis

Identification and comparison of similar communities to measure your retail base and identify opportunities from a categorical perspective

Real Estate Assets

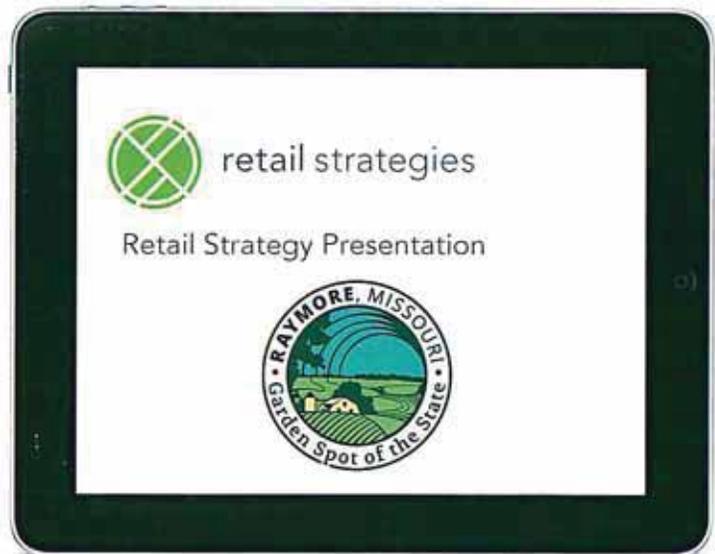
An in-market study which identifies within the community various opportunities: strategic focus properties, underutilized assets, development zones, and redevelopment zones

Retail Prospects

Your team will present a list of expanding concepts looking for markets just like yours.

Retail Trends & Expansion

Education on the trends of retail and who is expanding. This information is critical to understand who your market can and will attract.



Implementation

Proactive Recruitment

Following the presentation of the the Retail Strategy, we then begin the heavy lifting of retail recruitment. The professionals at Retail Strategies will put your data and underutilized real estate assets to work by connecting them with targeted businesses. Our team has connections nationwide that we will leverage on your behalf. We know who to contact, expansion plans, and site criteria for thousands of retailers and restaurants.

Property Owners & Brokers

Retail Strategies will connect and network with property owners and brokers in your community. It is mission critical for our team to build relationships with these individuals and provide an understanding that we are here to help and not diminish their return on efforts or investment.

Timeline for New Retail

Retail recruitment is a marathon, not a sprint. Real estate transactions involve multiple parties and every deal will be influenced by uncontrolled variables which may speed up or slow down the timeline for retailers' commitment to new locations.

The bottom line: this process takes time. Patience and persistence are critical. Our team understands the common obstacles of real estate transactions and will implement strategies to bypass these pitfalls. Aligning your community with Retail Strategies best positions your market to attract new retail.

Who We Connect With On Your Behalf

Our Team will be contacting those parties necessary to get deals done:

- Identified city contact(s)
- Local property owners
- Brokers
- Developers
- Investors
- Directors of real estate
- Franchisees
- Local business owners
- Many other decision makers

Marketing Guide

Retail Strategies marketing experts will develop a four page marketing guide for your community. The purpose of this marketing guide is show a retailer the primary information they request as effectively and efficiently as possible. Information available in the Marketing Guide include but are not limited to:

- Population
- Daytime Population
- Demographic Trends
- Community Dynamics
- Median Household Income Levels
- Major Psychographic Segmentations
- Top Employers
- School System Information
- Focus Properties
 - Listing Agent
 - Square Feet Available
 - Address
 - Contact Information
- Aerial Overview of the Community with Retailers identified by logo
- Retailers identified by logo
- Traffic Counts (Vehicles Per Day)
- Regional map to show the location of the market and metropolitan areas
- Client Contact Information

National Representation

The International Council of Shopping Centers (ICSC) and Retail Live are the leading global trade associations for the retail industry. ICSC and Retail Live help the public and private sectors understand the industry through educational programs, publications, certification programs, and (most popular) Deal Making Conventions. Each year these two organizations put on over twenty conferences for real estate professionals to connect to discuss deals and opportunities. We attend each conference on your behalf to communicate, one on one, the opportunities in your market with the business we are targeting on your behalf.

Exhibiting & Attendance

Retail Strategies invests in an impactful presence at each trade show that allows exhibitors. Our image at these conferences benefits our Clients because retailers identify that the community has aligned itself with professionals to attract new retail to their communities. Retailers understand that, by meeting with Retail Strategies, they maximize their time and know they will be receiving vetted opportunities that fit their concepts expansion plans.



2016 Retail Real Estate Conferences

Las Vegas	San Diego	Austin (2)
Orlando (2)	Dallas	Nashville
Atlanta	Chicago (3)	New York City
Charlotte	Washington DC	New Orleans



Initial Timeline

Following the execution of our agreement, Retail Strategies immediately begins working to better understand and identify opportunities within the market. The following diagram gives you a brief perspective on the completion dates for the materials that go in to the Retail Strategy. These dates can fluctuate depending on time of year, conference dates, and other opportunities that can benefit your community.



- Contract execution
- Basecamp access
- Portfolio Director contacts client
- "Getting Started" documents are sent



- Research complete
- Market aerials complete
- Getting Started documents are due



- Prospect list complete
- Custom research complete



- Real Estate Analysis complete
- Marketing Guide complete
- Recruitment Objectives complete
- Focus Properties submitted



- Retail Recruitment Plan complete
- Presentation scheduled
- Web Deliverable Implemented



- Retail Recruitment & Strategy Implementation
- National Representation
- Your Research Concierge

Appendix A

Scope of Services

The actual 'scope of services' will be finalized during negotiations with the selected firm. Below please outline the scope of services that you propose for this work as outlined in the **"Anticipated Scope of Services"** section on page 4 of this RFQu.

Project Procedure & Work Schedule

PHASE 1:

Timeline: Initial work is performed on Day 1 – 90 but we will continuously update throughout the life of our partnership

DATA & ANALYTICS | REAL ESTATE ANALYSIS | COMMUNITY INPUT | RETAIL STRATEGY

- Perform market and retail GAP analysis for trade area (i.e. leakage and surplus)
- Conduct retail peer identification and market analysis
- Consumer Attitude and Behavior assessment and analysis
- Preliminary contact with local real estate brokers and retail representatives to obtain their insights and opinions regarding the City of Raymore
- Conduct meetings with Stakeholders including the CRA members, City Staff, and property/business owners through individual or group meetings
- Development of a Retail Strategy (Retail Strategic Recruitment Plan)
- Development of Strategic Retail Prospect List & Marketing Documents
- Identify market retail trade area using political boundaries, drive times and radii and custom boundary geographies
- Competition analysis identified target zones trade area(s)
- Tapestry lifestyles – psychographic profile of trade area / market segmentation analysis
- Aerial imagery of trade area(s)
- Retail competitor mapping/analysis
- Identification of at minimum 30 retail prospects to be targeted for recruitment in the first year of our partnership
- Monthly updates provided on retail industry trends
- Custom on-demand demographic research – historical, current, and projected demographics – to include market trade areas by radius/drive time, and custom trade area
- Analysis of future retail space requirements in relation to the retail market analysis, the market's growth potential and trends in the retail industry
- Retail Real Estate Analysis performed by Licensed Retail Real Estate Professionals with 10+ years of collective experience
- Identify/Evaluate/Catalog priority commercial properties for development, re-development and higher and best use opportunities
- Identification of priority business categories for recruitment and/or local expansion
- Perform competitive analysis of existing shopping centers and retail corridors
- Active outreach to local brokers and land owners
- Target List of Retailers and Restaurants (minimum of 30)
- Customized Marketing Guide (four pages)
- Target Zones for Development, Redevelopment, and Leasing
- Focus Properties
- Development of Web Platform for Raymore, MO

PHASE 2

Timeline: Entire length of our partnership

RETAIL RECRUITMENT | IMPLEMENTATION | NATIONAL REPRESENTATION | UPDATES

- Aggressive and pro-active retail recruitment for Raymore
- Will contact a minimum of 30 retailers, restaurants, brokers and/or developers each year
- Updates on new activity will be provided to Client's designated primary point of contact via Basecamp, telephone, or email on a monthly and/or as needed basis
- ICSC conference representation- updates provided according to the yearly conference schedule
- One market visit per calendar year included in agreement, any travel outside of the agreement shall be approved and paid for by the contracting entity
- On Demand Reporting – by partnering with Retail Strategies we become your research arm providing data to our contracting entity as it is requested.
- Retail trends, mergers, and acquisitions

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 11/15/16, who, being duly sworn, states on his oath or affirmation as follows:

Name: W. Mead Sitsbee III

Company: Retail Strategies, LLC

Address: 120 18th Street S; Suite 201
Birmingham, AL 35233

1. I am of sound mind and capable of making this Affidavit, and am personally acquainted with the facts stated herein.
2. Firm 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, Missouri: Project #17-001.
3. Firm 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 Firm's enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

(Company Name)

Signature: _____

Name: _____

Title: _____

W. Mead Silsbee III

W. Mead Silsbee III

CFO

Subscribed and sworn to before me this 15th day of November, 2016.

STATE OF Alabama COUNTY OF Blount

Notary Public:

Christy Robyn Harris

My Commission Expires:

6/16/20



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

QUALIFICATION FORM A
RFQu 17-001

PROPOSAL VALIDITY AND COMMITMENT TO SIGN AGREEMENTS

I (authorized agent) W. Mead Silster III having authority to act on behalf of
(Company name) Retail Strategies, LLC do hereby
acknowledge that (Company name) Retail Strategies, 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: Retail Strategies, LLC

ADDRESS: 120 18th Street S ; Suite 201

ADDRESS: Birmingham AL 35233
City State Zip

PHONE: 205-313-3676

DATE: 9/15/16
(Month-Day-Year)

[Signature] CTO
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
RFQu 17-001

CONTRACTOR DISCLOSURES

The Contractor submitting this RFQu 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?

No Yes ___

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?

No Yes ___

**With respect to workplace safety laws, this statement is limited to willful federal or state safety law violations.*

9. Has the Firm or its owners, officers, directors or managers been the subject of any criminal indictment or criminal investigation concerning any aspect of the Firm's business?

Yes ___ No

10. Has the Firm been the subject to any bankruptcy proceeding? Yes ___ No

Legal Matters

1. Claims, Judgments, Lawsuits: Are there or have there been any claims, judgments, lawsuits or alternative dispute proceedings involving the Firm that involve potential damages of \$10,000 or more in the past 48 months?
___ Yes 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 Contractor is responsible.
5. The Firm represents that it has no conflicts of interests with the City of Raymore, Missouri 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.



Company ID Number: 554552

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS) and Retail Strategies, LLC (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), and 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.

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 with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed



Company ID Number: 554552

by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

4. SSA agrees to provide a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility within 3 Federal Government work days of the initial inquiry.

5. SSA agrees to provide a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and non-citizens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

B. RESPONSIBILITIES OF DHS

1. After SSA verifies the accuracy of SSA records for employees through E-Verify, DHS agrees to provide the Employer access to selected data from DHS's database to enable the Employer to conduct, to the extent authorized by this MOU:

- Automated verification checks on employees by electronic means, and
- Photo verification checks (when available) on employees.

2. DHS agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to make available to the Employer at the E-Verify Web site and on the E-Verify Web browser, instructional materials on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.

4. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in the E-Verify program. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

5. DHS agrees to issue the Employer a user identification number and password that permits the Employer to verify information provided by employees with DHS's database.

6. DHS agrees to safeguard the information provided to DHS by the Employer, and to limit access to such information to individuals responsible for the verification of employees' employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and



Company ID Number: 554552

Nationality Act (INA) and Federal criminal laws, and to administer Federal contracting requirements.

7. DHS agrees to provide a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.

8. DHS agrees to provide a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

C. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system.

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.

3. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

4. The Employer agrees that any Employer Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.

A. The Employer agrees that all Employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify.

B. Failure to complete a refresher tutorial will prevent the Employer from continued use of the program.

5. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

- If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

- If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The photocopy must be of sufficient quality to allow for verification of the photo



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and written information. The employer will use the photocopy to verify the photo and to assist DHS with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.

6. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 5 above; (2) a rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in good faith compliance with the terms and conditions of E-Verify; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ an employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith based on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 and E-Verify system compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.

7. The Employer agrees to initiate E-Verify verification procedures for new employees within 3 Employer business days after each employee has been hired (but after the Form I-9 has been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify User Manual, or in the case of Federal contractors with the FAR E-Verify clause, the E-Verify User Manual for Federal Contractors. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. Employers may initiate verification by notating the Form I-9 in circumstances where the employee has applied for a Social Security Number (SSN) from the SSA and is waiting to receive the SSN, provided that the Employer performs an E-Verify employment verification query using the employee's SSN as soon as the SSN becomes available.

8. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use not authorized by this MOU. Employers must use E-Verify for all new employees, unless an Employer is a Federal contractor that qualifies for the exceptions described in Article II.D.1.c. Except as provided in Article II.D, the Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. The Employer understands that if the Employer uses the E-Verify system for any purpose other than as authorized by this MOU, the Employer



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may be subject to appropriate legal action and termination of its access to SSA and DHS information pursuant to this MOU.

9. The Employer agrees to follow appropriate procedures (see Article III. below) regarding tentative nonconfirmations, including notifying employees in private of the finding and providing them written notice of the findings, providing written referral instructions to employees, allowing employees to contest the finding, and not taking adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

10. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo non-match, does not establish, and should not be interpreted as evidence, that the employee is not work authorized. In any of the cases listed above, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, refusing to assign the employee to a Federal contract or other assignment, or otherwise subjecting an employee to any assumption that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 or OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

11. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA, as applicable, by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the unfair immigration-related employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).



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12. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

13. The Employer agrees that it will use the information it receives from SSA or DHS pursuant to E-Verify and this MOU only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

14. The Employer acknowledges that the information which it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

15. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including by permitting DHS and SSA, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

D. RESPONSIBILITIES OF FEDERAL CONTRACTORS WITH THE FAR E-VERIFY CLAUSE

1. The Employer understands that if it is a subject to the employment verification terms in Subpart 22.18 of the FAR, it must verify the employment eligibility of any existing employee assigned to the contract and all new hires, as discussed in the Supplemental Guide for Federal Contractors. Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.

a. Federal contractors with the FAR E-Verify clause agree to become familiar with and comply with the most recent versions of the E-Verify User Manual for Federal Contractors and the E-Verify Supplemental Guide for Federal Contractors.

b. Federal contractors with the FAR E-Verify clause agree to complete a tutorial for Federal contractors with the FAR E-Verify clause.

c. Federal contractors with the FAR E-Verify clause not enrolled at the time of contract award: An Employer that is not enrolled in E-Verify at the time of a contract award must enroll as a Federal contractor with the FAR E-Verify clause in E-Verify within 30 calendar days of contract award and, within 90 days of enrollment, begin to use E-Verify to initiate verification of employment eligibility of new hires of the Employer who are working in the United States, whether or not assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within 3 business days after the date of hire. Once enrolled in E-Verify as a Federal contractor with the FAR E-Verify clause, the Employer must initiate verification of employees assigned to the contract within 90 calendar days from the time



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of enrollment in the system and after the date and selecting which employees will be verified in E-Verify or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Employers that are already enrolled in E-Verify at the time of a contract award but are not enrolled in the system as a Federal contractor with the FAR E-Verify clause: Employers enrolled in E-Verify for 90 days or more at the time of a contract award must use E-Verify to initiate verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire. Employers enrolled in E-Verify as other than a Federal contractor with the FAR E-Verify clause, must update E-Verify to indicate that they are a Federal contractor with the FAR E-Verify clause within 30 days after assignment to the contract. If the Employer is enrolled in E-Verify for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within 3 business days after the date of hire. An Employer enrolled as a Federal contractor with the FAR E-Verify clause in E-Verify must initiate verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

e. Institutions of higher education, State, local and tribal governments and sureties: Federal contractors with the FAR E-Verify clause that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), State or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors with the FAR E-Verify clause may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. The provisions of Article II.D, paragraphs 1.a and 1.b of this MOU providing timeframes for initiating employment verification of employees assigned to a contract apply to such institutions of higher education, State, local and tribal governments, and sureties.

f. Verification of all employees: Upon enrollment, Employers who are Federal contractors with the FAR E-Verify clause may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only new employees and those existing employees assigned to a covered Federal contract. After enrollment, Employers must elect to do so only in the manner designated by DHS and initiate E-Verify verification of all existing employees within 180 days after the election.

g. Form I-9 procedures for existing employees of Federal contractors with the FAR E-Verify clause: Federal contractors with the FAR E-Verify clause may choose to complete new Forms I-9 for all existing employees other than those that are completely exempt from this process. Federal contractors with the FAR E-Verify clause may also update previously completed Forms I-9 to initiate E-Verify verification of existing employees who are not completely exempt as long as that Form I-9 is complete (including the SSN), complies with Article II.C.5, the employee's work authorization has not expired, and the Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's stated basis in section 1 of the Form I-9 for work authorization has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen). If the Employer is unable to determine that the Form



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I-9 complies with Article II.C.5, if the employee's basis for work authorization as attested in section 1 has expired or changed, or if the Form I-9 contains no SSN or is otherwise incomplete, the Employer shall complete a new I-9 consistent with Article II.C.5, or update the previous I-9 to provide the necessary information. If section 1 of the Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired subsequent to completion of the Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.C.5, subject to any additional or superseding instructions that may be provided on this subject in the Supplemental Guide for Federal Contractors. Nothing in this section shall be construed to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU, or to authorize verification of any existing employee by any Employer that is not a Federal contractor with the FAR E-Verify clause.

2. The Employer understands that if it is a Federal contractor with the FAR E-Verify clause, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by the E-Verify system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation. The Employer must review the tentative nonconfirmation with the employee in private.

2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a system-generated referral letter and instruct the employee to visit an SSA office within 8 Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.



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B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the E-Verify system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation. The Employer must review the tentative nonconfirmation with the employee in private.
2. If the Employer finds a photo non-match for an employee who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding. The Employer must review the tentative nonconfirmation with the employee in private.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within 8 Federal Government work days.
5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:
 - Scanning and uploading the document, or
 - Sending a photocopy of the document by an express mail account (paid for at employer expense).
7. If the Employer determines that there is a photo non-match when comparing the photocopied List B document described in Article II.C.5 with the image generated in E-Verify, the Employer must forward the employee's documentation to DHS using one of the means described in the preceding paragraph, and allow DHS to resolve the case.

ARTICLE IV

SERVICE PROVISIONS



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SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V

PARTIES

A. This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual, the E-Verify User Manual for Federal Contractors or the E-Verify Supplemental Guide for Federal Contractors. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials. An Employer that is a Federal contractor with the FAR E-Verify clause may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such a circumstance, the Federal contractor with the FAR E-Verify clause must provide written notice to DHS. If an Employer that is a Federal contractor with the FAR E-Verify clause fails to provide such notice, that Employer will remain a participant in the E-Verify program, will remain bound by the terms of this MOU that apply to participants that are not Federal contractors with the FAR E-Verify clause, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

B. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established procedures or legal requirements. The Employer understands that if it is a Federal contractor with the FAR E-Verify clause, termination of this MOU by any party for any reason may negatively affect its performance of its contractual responsibilities.

C. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

D. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

E. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity



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regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

F. The Employer understands that the fact of its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

H. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.



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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 Retail Strategies, LLC	
Lana Nicholson	
Name (Please Type or Print)	Title
Electronically Signed	05/08/2012
Signature	Date

Department of Homeland Security – Verification Division

USCIS Verification Division

Name (Please Type or Print)		Title	
Electronically Signed		05/08/2012	
Signature		Date	

Information Required for the E-Verify Program

Information relating to your Company:

Company Name:	Retail Strategies, LLC
Company Facility Address:	120 18th Street South
	Suite 201
	Birmingham, AL 35233
Company Alternate Address:	P.O. Box 531247
	Birmingham, AL 35253
County or Parish:	JEFFERSON
Employer Identification Number:	453477728



Company ID Number: 554552

North American Industry Classification Systems Code:	541
Administrator:	
Number of Employees:	1 to 4
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:	
<ul style="list-style-type: none">ALABAMA 1 site(s)	

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name:	Lana D Nicholson	Fax Number:	(205) 313 - 3677
Telephone Number:	(205) 313 - 3676 ext. 0392		
E-mail Address:	lana@retailspecialists.com		

QUALIFICATION FORM C
RFQu 17-001

EXPERIENCE / REFERENCES

Please provide a minimum of three (3) references where your firm has performed similar work to what is being requested in the RFQu and within the past 36 months. Please include ONLY the following information on Form C.

- Name
- Contact
- Title
- Mailing Address
- Telephone Number

*Please list any municipalities that you have done work for in the past 36 months.

References

Carthage, MO

Mark Elliff

Chamber President

402 S Garrison Ave, Carthage, MO 64836

(417) 358-2373

Greater Dubuque Development Corporation

Mark Seckman

Vice President of National Marketing

900 Jackson St #109, Dubuque, IA 52001

(563) 557-9049

Moline, IL

Ray Forsythe

Director

619 16th Street, Moline, IL 61265

(309) 524-2032

Plainfield, IL

Brian Murphy

Village Administrator

244401 W. Lockport Street, Plainfield, IL 60544

(815) 439-4253



CURRENT ENGAGED CITIES

ALABAMA

Alabama Power
Alabaster
Alexander City
Andalusia
Central AL Co-Op
Cullman
Daleville
Fort Payne
Gardendale
Hueytown
Ozark
Walker County
Wetumpka

ARIZONA

Camp Verde
Goodyear

ARKANSAS

Russellville

CALIFORNIA

Cypress
Lompoc
Simi Valley

COLORADO

Fountain

FLORIDA

Crestview
Edgewater
Lake City
Lake Worth
Longwood
Milton
Ocala
Ocoee
Oviedo

GEORGIA

Augusta (Downtown)
Hartwell
LaGrange
Morrow
Rincon
Statesboro

INDIANA

Peru

IOWA

Dubuque

ILLINOIS

Antioch
Beach Park
Channahon
Cherry Valley
Coles Together/ Charleston
Colona
Crete
LaSalle
Lincoln
Moline
Plainfield
Volo
Winthrop Harbor
Zion

KANSAS

Coffeyville
Liberal

KENTUCKY

Florence

MISSOURI

Carthage
Desloge
Nixa
West Plains

MISSISSIPPI

Brandon
Holly Springs
Horn Lake
New Albany
Petal
Starkville

NEW MEXICO

Artesia
Lovington

NORTH CAROLINA

Albemarle
Alexander County
Gastonia
Granite Falls
High Point
Kinston
Lexington
Lumberton
Morganton
Shelby
Tarboro
Wake Forest

OKLAHOMA

Bixby
Blanchard
Clinton
Coweta/Wagoner County
Del City
El Reno
Grove
Newcastle
Stillwater
Woodward

SOUTH CAROLINA

Myrtle Beach
Newberry
Clinton
Laurens
Dillion

TENNESSEE

Bartlett
Collegedale
Cookeville
Coopertown/Robertson
Cross Plains/Robertson
East Ridge
Etowah
Farragut
Gallatin
Greenbrier/Robertson
Greene County/Greeneville
Harriman/Roane
Johnson City
Kingston/Roane
Lawrenceburg
Lewisburg
Martin
Munford
Oak Ridge Economic Dev.
Pigeon Forge
Rockwood/Roane
Savannah
Spring Hill
Springfield
Tullahoma

TEXAS

Beeville
Bryan
Cisco TX Development Corp.
El Campo
Giddings
Helotes
Plainview

VIRGINIA

Danville
Lynchburg





**CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM**

DATE: November 28, 2016

SUBMITTED BY: Nathan Musteen

DEPARTMENT: Parks & Recreation

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

TITLE / ISSUE / REQUEST

Bill 3222 - Missouri Department of Conservation
Community Assistance Program Agreement - Johnston Lake

FINANCIAL IMPACT

Award To:	Missouri Department of Conservation
Amount of Request/Contract:	
Amount Budgeted:	\$295,000
Funding Source/Account#:	Park Sales Tax Fund 47

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
December 2016	December 2041

STAFF RECOMMENDATION

Approval of the revised Community Assistant Program agreement for Johnston Lake

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:	Park Board
Date:	September 27, 2016
Action/Vote:	8-0 vote in favor

LIST OF REFERENCE DOCUMENTS ATTACHED

(1) Bill 3222, (2) Johnston Lake Community Assistance Program Agreement Cover Letter, (3) Raymore CAP Cost Estimate, (4) Revised CAP Agreement, Johnston Lake

REVIEWED BY:

Jim Feuerborn

On August 9 of 2010, the City Council authorized the Mayor to execute a contract agreement between the City and the Missouri Department of Conservation(MDC) through Bill 2574. This agreement is maintained through the MDC Community Assistance Program (CAP), with the goal of maximizing the recreational value of Johnston Lake within Hawk Ridge Park.

The CAP agreement is a twenty-five (25) year cooperative effort to provide free recreational fishing access to Johnston Lake and maintain a general management plan for the fishery resources of the lake. MDC also provides some cost-sharing opportunities through the CAP agreement for amenity improvements. We are currently in year 6 of the 25 year agreement.

In addition to providing free public access for fishing and other related recreation activities, the City has the responsibility to maintain a safe, clean and usable park with implementation and enforcement of rules, regulations and best management practices for water quality.

In October of 2014, the Council approved the Park Board's recommended Capital Improvement Project plan that included several improvement projects at Hawk Ridge Park including:

- Hawk Ridge Park Trail Construction FY15 \$ 160,000 *(note: this includes a full loop trail around the lake)*
- Hawk Ridge Park ADA Fishing Dock FY16 \$ 45,000
- Hawk Ridge Park Restroom Facility FY16 \$ 90,000

Staff contacted the MDC to discuss the potential of utilizing a cost sharing program through the CAP agreement and to verify whether our trail, dock and restrooms could qualify for the program.

In March, MDC representatives stated that the dock and restrooms would qualify for the program and that as of 2016, portions of the trail would also qualify. Through negotiations, MDC representatives and Park Staff have developed an amendment to our current agreement that would allow the Hawk Ridge CIP projects to move forward utilizing the MDC cost share program. The cost share program will include reimbursement of expenditures made by the City for improvement of the dock, trail and restrooms once approved by MDC under their 2017-2018 budget.

A revised agreement has been drafted that includes terms outlining the construction and maintenance of the future amenities listed above. A 50' long fishing jetty will also be included as an additional feature.

In the original agreement established in 2010, MDC would stock Johnston lake annually with catfish. The revised agreement includes the addition of trout to the annual stocking program. This will include an annual fee of \$1500 that is absorbed within the Park Fund 25 Park Maintenance Budget.

Sections 1 and 2 of the revised agreement, details the cost sharing program. This agreement is a reimbursement program that provides provisions specifying percentages to meet requirements for approval.

Section 1:H CITY RESPONSIBILITIES

The City of Raymore can use the design and engineering costs of the Project along with purchase and installation of the fishing dock as part of the City's share of the total Project cost. The City's share of the Project cost will be 25%, or greater if the Project exceeds \$237,000.

Section 2:D DEPARTMENT RESPONSIBILITIES (MDC)

Provide a cash grant reimbursement for the Project construction work described above in Section 1G covering up to 75% of the total Project cost with a maximum Department commitment of \$178,000.

MDC representatives and City Staff have worked to submit an agreeable project to all governing bodies with the acknowledgement that the projects are currently funded in the City of Raymore CIP plan and will be submitted for funding at the State level in June 2017. As stated in the cover letter provided by Laura Ruman, Fisheries Program Supervisor, the Department of Conservation has included the partnership in the 2018 Capital Improvement Budget Proposal to be approved in June 2017.

Section 3:B defines the acknowledgement of fund availability.

Section 3:B JOINT RESPONSIBILITIES AND ACKNOWLEDGEMENTS

All Department and the City covenants are subject to appropriations and the availability of funds, and the Department and the City recognize that it may be several years before facility development can be undertaken.

During negotiations, MDC representatives and City Staff agreed to move forward in efforts to impress the importance and necessity of the program at the State level. This allows the City projects at Hawk Ridge Park to progress during the funding cycle. The City will proceed with the ADA Dock, Restroom facility and trail project if funding for the cost share program is not funded next June. MDC and City Staff will re-submit the proposal for the FY19 State Fiscal Cycle.

Attached is a Cost Estimate Summary that outlines the financial commitment of both parties. Savings attributed to the program will be invested into the Loop Trail for pedestrian bridge enhancements near the south inlet of the lake and other trail features.

Staff recommends approval of the revised Johnston Lake Community Assistance Program agreement.

BILL 3222

ORDINANCE

“AN ORDINANCE OF THE CITY OF RAYMORE MISSOURI AUTHORIZING THE MAYOR TO ENTER INTO A COMMUNITY ASSISTANCE PROGRAM AGREEMENT WITH THE MISSOURI DEPARTMENT OF CONSERVATION TO MAXIMIZE THE RECREATIONAL VALUE OF JOHNSTON LAKE IN HAWK RIDGE PARK.”

WHEREAS, the City owns a tract of land in Cass County with a 12-acre lake known as Johnston Lake that is used by the City residents for recreation; and enjoyment of the outdoors; and

WHEREAS, the Park Board and City Council realize the importance and need for close-to-home fishing and associated outdoor activities; and

WHEREAS, the Park Board and City Council desire to take advantage of the qualities of this park area and maximize the recreational values associated with its proper management and use; and

WHEREAS, the Park Board and City Council recognize this agreement will renew the CAP agreement for twenty-five years and include a cost sharing partnership for recreational amenities near Johnston Lake.

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 Community Assistance Program Agreement with the Missouri Department of Conservation.

Section 2. The Mayor and the City Clerk are hereby authorized to execute the agreement attached hereto as Exhibit A for and on behalf of the City of Raymore.

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

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

DULY READ THE FIRST TIME THIS 28TH 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:

Jean Woerner, City Clerk

APPROVE:

Kristofer P. Turnbow, Mayor

Date of Signature



MISSOURI DEPARTMENT OF CONSERVATION

Headquarters

2901 West Truman Boulevard, P.O. Box 180, Jefferson City, Missouri 65102-0180
Telephone: 573-751-4115 ▲ www.MissouriConservation.org

SARA PARKER PAULEY, Director

November 2, 2016

Nathan Musteen, Director
Raymore Parks & Recreation
100 N Municipal Circle
Raymore, MO 64083-9217

Dear Mr. Musteen:

RE: JOHNSTON LAKE COMMUNITY ASSISTANCE PROGRAM AGREEMENT

Enclosed are five copies of the new Community Assistance Program agreement for the cooperative management and improvement of Johnston Lake. This new agreement replaces our August 23, 2010 agreement and provides for additional improvements to the area and implementation of the winter trout fishing program, beginning the 2017-2018 winter season. Please have all copies signed and dated, and send me two of the fully-executed copies along with documentation that the City Council authorized the agreement. If you are able to email me a signed copy of the agreement beforehand as well, I would appreciate it.

We have included the facilities improvement project for the lake in our FY18 capital improvement budget proposal, and we will know by June 2017 if the project has been funded.

Please contact me (573/522-4115, ext. 3164; Laura.Ruman@mdc.mo.gov) or Bob Mattucks (816/525-0300, x1241; Bob.Mattucks@mdc.mo.gov) if you have any questions or need more information. We appreciate being able to work with The City of Raymore to provide quality public fishing and boating access to Johnston Lake.

Sincerely,

LAURA RUMAN
FISHERIES PROGRAMS SUPERVISOR

LR:kd

Enclosures

c: Sara Parker Pauley, Director
Brian Canaday, Fisheries Division Chief
Bob Mattucks, Fisheries Management Biologist

COMMISSION

DON C. BEDELL
Sikeston

JAMES T. BLAIR, IV
St. Louis

MARILYNN J. BRADFORD
Jefferson City

DAVID W. MURPHY
Columbia

Raymore CAP				
Item Description	Quantity	Unit	Unit Cost	Total
18' x 36' Fishing Dock	1	Lump	36,800.00	\$36,800.00
45' ADA Walkway	1	Lump	7,400.00	\$7,400.00
45' Stiff Arm	1	Lump	2,800.00	\$2,800.00
Delivery & Installation	1	Lump	4,200.00	\$4,200.00
Concrete bulkheads & material	2	ea.	1,800.00	\$3,600.00
Trail - 1,245' x 5' includes placement	116	cu. yds.	250.00	\$29,000.00
Trail - 6" compacted base rock	200	tons	14.50	\$2,900.00
Finish grading for subgrade, grading of base rock	692	sq. yds	3.57	\$2,470.44
Excavation (estimated 1,245' x 5' x 12" depth)*	230	cu. yds.	4.89	\$1,124.70
Footing for fishing jetty 24" wide x 12" deep x 74' long	5.5	cu. yds.	250.00	\$1,375.00
Walls for fishing jetty 42" tall x 10" wide x 74' long	8	cu. yds.	250.00	\$2,000.00
Slab for fishing jetty 10' x 50' x 6" thick	9.3	cu. yds.	250.00	\$2,325.00
Excavation & rock for jetty	1	Lump	5,000.00	\$5,000.00
Montrose flush building**	1	Lump	108,000.00	\$108,000.00
Construction sub-total				\$208,995.14
Engineering costs (10% of \$64,195 (not including flush building or dock)				\$6,419.51
Total of construction & engineering				\$215,414.65
Contingency (10% of construction & engineering total				\$21,541.47
Total project cost estimate				\$236,956.12
Note *Excavation and hauling for removal included			Total Estimate	\$237,000.00
** Plumbed w/two toilets and one sink each side			75% Contribution	\$178,000.00
			25% Contribution	\$59,000.00
<p>Montrose multi-user flush building with standard simulated cedar shake roof and barnwood wall texture, three 16-gauge galvanized steel doors and frames, vitreous china plumbing fixtures (2-lavatories, 3-water closets, 1-urinal), three 3-roll toilet paper holders, two exhaust fans, three GFI outlets, five floor drains, two s/s mirrors, ADA grab bars, ADA signs, one hose bib in chase area, and motion controlled interior lights and photo cell controlled exterior lights. Missouri state engineered sealed drawings. Includes; freight/delivery to the Kansas City, MO area, crane, off loading and setting of the building on customer's prepared accessible site.</p>				

**AGREEMENT BETWEEN THE
CITY OF RAYMORE, MISSOURI
AND THE
MISSOURI DEPARTMENT OF CONSERVATION**

THIS AGREEMENT is to implement the MISSOURI DEPARTMENT OF CONSERVATION COMMUNITY ASSISTANCE PROGRAM, and is made and entered into this 12th day of December 2016, by and between CITY OF RAYMORE, MISSOURI (City) and the MISSOURI DEPARTMENT OF CONSERVATION (Department).

WHEREAS, the City owns a tract of land in Cass County with a 12-acre lake known as Johnston Lake that is used by the City for public fishing, general recreation and enjoyment of the outdoors, and is referred to herein as the “Area” and is described in attached Exhibit A; and

WHEREAS, the Department and the City realize the importance and need for close-to-home fishing and associated outdoor activities;

WHEREAS, the Department and the City wish to take advantage of the qualities of this Area and maximize the recreational values associated with its proper management and use; and

WHEREAS, the Department and the City currently administer the Area under an Agreement between the City of Raymore and the Missouri Department of Conservation dated August 23, 2010, which said Agreement is hereby replaced in its entirety by this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants of the parties contained herein, the parties hereto do mutually agree as follows:

- 1. CITY RESPONSIBILITIES.** The City agrees to:
 - A. Allow free public access and full use of the Area for fishing and related recreational activities by the general public consistent with the Wildlife Code of Missouri and during hours established by mutual agreement of the City and the Department.
 - B. Provide Area maintenance as specified in attached Exhibit B.
 - C. Monitor the condition of the Area’s facilities and take actions necessary to ensure that they are clean, safe and usable, including but not limited to closing facilities to public access until any dangerous conditions that may have arisen have been corrected.
 - D. Provide adequate law enforcement and protective services, as much as the City jurisdiction permits, for the safety and well-being of the Area’s users and facilities.

- E. Give proper recognition to the Department and the Federal Aid in Sport Fish Restoration Program in all brochures, advertisements or other publications concerning the Area.
- F. Prohibit fish stocking other than that recommended in writing by a Department fisheries management biologist.
- G. Construct the facilities listed below at Johnston Lake (Project). Construction must follow technical guidelines and specifications provided by the Department. Construction plans, location and any modifications of the plans and location must be reviewed and approved by the Department prior to any work. The Department must approve the work upon completion, which said approval shall not be unreasonably denied.
- Install a new restroom adjacent to the existing concrete parking lot -- pre-fab concrete; two rooms, each with two flush toilets and one lavatory; attached security lighting; meeting Americans with Disability Act (ADA) standards.
 - Install a new floating fishing dock on north side of lake -- 18' x 36', covered, with well; meeting ADA standards.
 - Install a fishing platform on northeastern side of lake -- reinforced concrete; 50' long and 10' wide top with 6" thick concrete surface and parking blocks or curb along its length; meeting ADA standards.
 - Construct a trail connecting the existing parking lot to new restroom, fishing dock and fishing platform along the north side of lake -- reinforced concrete; approximately 1,245' long, 5' wide, 6" thick; meeting ADA standards.
- H. The City of Raymore can use the design and engineering costs of the Project along with purchase and installation of the fishing dock as a part of the City's share of the total Project cost. The City's share of the Project cost will be 25%, or greater if the Project exceeds \$237,000.
- I. Provide the Department with copies of the invoices and associated payment vouchers for the materials and work for completion of the Project.
- I. Comply with all federal and state laws applicable to the construction and maintenance of the facilities in the Project.
- J. Ensure that no federal monies are used to fund the City's share of the total Project costs.
- K. Manage its property within the watershed of Johnston Lake to maintain the lake's good water quality, and take no actions that will lead to the deterioration of the lake's water quality, habitat or aquatic community.

- L. Defend, indemnify and hold harmless the Department, the Conservation Commission, the State of Missouri and their employees and agents from any claim or suit brought by any third party in connection with the Area managed or the facilities within the Project to be constructed under this Agreement.
- M. Reimburse the Department for 50% of the annual cost of stocking trout for a winter trout fishery at Johnston Lake. The City will notify the Department in writing by May 1 if it will not be able to pay its 50% share for the upcoming winter. In the event of such notification, the winter trout fishery for the upcoming season will be cancelled.

2. DEPARTMENT RESPONSIBILITIES. The Department agrees to:

- A. Prepare and provide a general management plan for the fishery resources of the lake.
- B. Provide periodic fish community surveys and analysis, and manage the fishery through proper regulations, fish stocking, manipulation of the fish population and other fisheries management actions as determined by the Department.
- C. Enact and enforce appropriate fishing rules and regulations, and assist the City in enforcing the laws of the State of Missouri and the Wildlife Code of Missouri.
- D. Provide a cash grant reimbursement for the Project construction work described above in Section 1.G, covering up to 75% of the total Project cost with a maximum Department commitment of \$178,000.
- E. Provide and maintain informational and entrance signs recognizing the City and the Department for their roles in this Agreement and the cooperative Project.
- F. Provide or reimburse the cost of major repairs to the fishing dock, restroom, fishing platform and trails provided at Johnston Lake under the terms of this Agreement. Major repairs will be those determined through mutual agreement by the Department and the City to be necessary to restore the facilities to a safe and usable condition after severe damage from natural or man-made causes, or in the event of a major component failure not directly attributable to normal wear-and-tear. The Department will determine the types of repairs to be made at its expense. Repair work will be scheduled and performed under terms mutually agreed by the Department and the City. An amendment to this Agreement shall be required to provide for such repair work when the cost exceeds \$20,000 during any given year. In the case of repeated vandalism or damage caused by negligence by the City, the Department reserves the right to not repair or replace facilities.
- G. Establish and manage a winter trout fishery at Johnston Lake, contract for the trout to be stocked, and pay 50% of the annual cost of stocking trout.

3. JOINT RESPONSIBILITIES AND ACKNOWLEDGEMENTS. Both parties agree that:

- A. This Agreement is for the purpose of capitalizing on the value of the Area for public fishing and related outdoor activities.
- B. All Department and the City covenants are subject to appropriations and the availability of funds, and the Department and the City recognize that it may be several years before facility development can be undertaken.
- C. The Department may fund its obligations under this Agreement with any combination of state and federal monies.
- D. The required fishing permit as defined by the Wildlife Code of Missouri and the effective regulations pertaining to the taking of fish and use of the Area will be jointly publicized whenever possible.
- E. This Agreement shall become effective upon execution by both parties. It shall expire twenty-five years from the effective date; provided, however, that it shall renew automatically for successive terms of one year each if neither party has advised the other in writing of its intention to terminate the same at least one hundred and twenty days prior to any applicable termination date.
- F. In the event of breach or default of this Agreement by the City, or should this Agreement be terminated by the City for other than breach or default by the Department, the City shall reimburse the Department for that portion of the costs of improvements at the Area provided by the Department, minus the total amount actually expended by the City to maintain said Area as previously set out. In the event of breach or default of this Agreement by the Department prior to its expiration date, use without restriction of all improvements installed at the Area with Department funds shall revert to the City at no cost.
- G. This Agreement may be amended as desired by the mutual written agreement of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

**MISSOURI DEPARTMENT OF
CONSERVATION**

FISHERIES DIVISION CHIEF

Approved as to form:

General Counsel

CITY OF RAYMORE, MISSOURI

MAYOR

Attest:

City Clerk

Exhibit A

BILL: 2320

ORDINANCE 28092

“AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, APPROVING AND AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH LONGHORN PROPERTIES IN THE AMOUNT OF \$1,600,000 TO PURCHASE PARK LAND.”

WHEREAS, the Parks and Recreation Board has searched for suitable land to purchase for parks, and

WHEREAS, land being purchased by Longhorn Properties will not only be suitable for park purposes but also to preserve storm water detention facilities for the Remington Subdivision and surrounding commercial tracts.

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

Section 1. The Mayor is hereby authorized to execute the contract document attached hereto as exhibit “A”.

Section 2. 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 sections, 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.

BE IT REMEMBERED THE PRECEDING ORDINANCE WAS ADOPTED UPON ITS SECOND READING THIS 22nd DAY OF SEPTEMBER, 2008, BY THE FOLLOWING VOTE:

Councilmember Adams	Nay
Councilmember Cox	Aye
Councilmember Hubach	Nay
Councilmember Kerckhoff	Aye
Councilmember Medsker	Nay
Councilmember Seimears	Aye
Councilmember Smith	Aye
Councilmember Waite	Aye

ATTEST:


Jean Woerner, City Clerk

APPROVE:


Juan I. Alonzo, Mayor

Oct 20, 2008
Date of Signature

REAL ESTATE SALES CONTRACT

THIS CONTRACT ("Contract") is made between LONGHORN PROPERTIES, LLC, or assigns (hereinafter referred to as "Seller"), a Kansas limited liability company, and the CITY OF RAYMORE (hereinafter referred to as "Buyer"), a municipal corporation of the County of Cass, State of Missouri, and is effective as of the date of acceptance on the last signature on this Contract (the "Effective Date").

FOR AND IN CONSIDERATION of the mutual covenants and agreements herein contained, it is agreed between the parties as follows:

1. **PROPERTY:** Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller the real estate described in Exhibit A "Legal Description" attached hereto, such to be verified by the Title Company, together with any improvements thereon. Such real estate shall be referred to in this Contract as the "Property".
2. **EXCEPTIONS:** The Property shall be subject, however, to the Permitted Exceptions (as defined in the paragraph entitled "Title Insurance"), zoning ordinances and laws.
3. **PURCHASE PRICE:** The Purchase Price is One Million Six Hundred Thousand and 00/100 Dollars (\$1,600,000.00), which is payable as follows:

One Million Six Hundred Thousand and 00/100 Dollars (\$1,600,000.00) cash at closing

4. **CLOSING AND POSSESSION DATE(S):** Subject to all the provisions of this Contract, the closing of this Contract (the "Closing") shall take place at the offices of Source One Title, Liberty, Missouri on or before November 15, 2008, or at such other time as the parties may mutually agree upon in writing, and possession shall be delivered upon closing, free and clear of any leases, tenancies or other possessory rights.

The parties understand that Seller is in the process of purchasing the property described above, along with other adjacent property. Should Seller not be able to complete the entire transaction by the time set for closing of this transaction, then the parties agree that Seller may assign all of its right, title and interest in this Contract to the current owner of the Property, Raymore-58, Inc., which will be bound by all the terms and conditions hereof.

5. PHYSICAL INSPECTIONS:

- (a) Subject to the requirements contained within this Paragraph 5, Buyer may, at Buyer's cost and expense, cause such tests, inspections, examinations, reviews and audits to be conducted and made by Buyer and/or a firm or firms designated by Buyer regarding the Property (collectively, the "Inspections") as Buyer deems appropriate so long as any such Inspection shall not have a materially adverse effect upon the condition of the Property, as determined by Sellers in the exercise of Seller's reasonable judgment. All such Inspections shall be conducted in such a manner as to minimize any

physical alteration, modification or damage to the Property. Buyer agrees that, should this Contract be terminated or canceled for any reason, Buyer will repair any damage done to the Property arising from any Inspection performed thereon by the Buyer, its agents, employees, servants, or nominees and restore the Property to the same condition it was in on the Effective Date. Buyer will cause all such Inspections and all results and reports it desires to obtain as a result of the Inspections (collectively the "Inspection Results") to be completed and delivered to Buyer within forty-five (45) days after the Effective Date (the "Inspection Period"). If any of the Inspection Results disclose conditions or other matters unacceptable to Buyer in its sole discretion, Buyer may terminate this Contract by giving notice to Sellers of its election to do so at any time within ten (10) days after the expiration of the Inspection Period. If Buyer timely gives such notice to terminate this Contract, then this Contract will automatically terminate and neither party will have any further obligations hereunder. If Buyer does not timely give such notice to terminate this Contract, then Buyer will be deemed to have waived its right to terminate under this paragraph (a) and thereafter will not have the right to do so.

(b) Buyer and its designees may enter the Property at reasonable times approved in advance by Sellers, to perform the Inspections, and will be given reasonable access to the Property, subject to Seller's advance determination that such Inspection will not have a materially adverse effect upon the condition of the Property, to the extent reasonably necessary to conduct the Inspections. Buyer is advised and understands that the proposed scheduling of such Inspections will be done with the Sellers' approval as to the time and place.

6. EXISTING FINANCING: Unless otherwise provided in this Contract, Seller shall make any payments required on existing mortgages until Closing.

7. PRORATIONS: The rents, income and expenses from the Property, and the interest on any existing mortgages or deeds of trust to which this sale is made subject, shall be prorated between Seller and Buyer as of Closing. Seller shall pay all general real estate taxes levied and assessed against the Property, and all installments of special assessments for the years prior to the calendar year of Closing. All such taxes and installments of special assessments becoming due and accruing during the calendar year of Closing shall be prorated between Seller and Buyer on the basis of such calendar year, as of Closing. If the amount of any tax or special assessment cannot be ascertained at Closing, pro-ration shall be computed on the amount for the preceding year's tax or special assessment. Buyer shall assume and pay all such taxes and installments of special assessments accruing after the Closing.

8. TITLE INSURANCE: Seller shall deliver and pay for an owner's ALTA title insurance policy insuring marketable fee simple title in Buyer in the amount of the Purchase Price as of the time and date of recording of Seller's Warranty Deed (the "Deed") subject only to the Permitted Exceptions defined below. Seller shall, as soon as possible and not later than twenty (20) days after the Effective Date of this Contract, cause to be furnished to Buyer a current commitment to issue the title policy (Title Commitment), to be issued through Source One Title ("Title Company" and "Closing Agent") of Liberty, Missouri. Buyer shall have ten (10) days after receipt of the Title Commitment (the "Title Review Period") in which to notify Seller in

writing of any objections Buyer has regarding any matters shown or referred to in the Title Commitment. Any matters which are set forth in the Title Commitment and to which Buyer does not object within the Review Period shall be deemed to be permitted exceptions to the status of Seller's title (the "Permitted Exceptions"). With regard to items to which Buyer does object within the Review Period, Seller shall have thirty (30) days after receipt of Buyer's written notice of objections to cure such objections ("Title Cure Period").

If Seller does not cure the objections by the end of the Title Cure Period or if Seller and Buyer have not agreed to extend the Title Cure Period by amending this Contract, then this Contract shall automatically be terminated unless Buyer waives the objections no later than the (10) days after the end of the Title Cure Period.

Title Company shall act as Closing Agent for both parties.

Any mortgagee's title insurance policy shall be paid for by the Buyer.

9. SELLER'S REPRESENTATIONS AND WARRANTIES: Longhorn represents, warrants and agrees, as follows:

- (a) Seller has and will continue to have legal power and authority to enter into, execute, deliver, perform and consummate this Contract, and this Contract constitutes the valid and binding obligation of the Seller.
- (b) There are no leases, contracts, agreements or commitments affecting the Property, or conveying or transferring any interest in the Property, or affecting the use of the Property, which will survive the Closing, except as set forth herein and in the Title Commitment.
- (c) From the Effective Date to and including the Closing Date, the Seller will not, without the prior written consent of Buyer in each instance, enter into any contracts, agreements or commitments with respect to the portion of the Property owned by the Seller which will survive the Closing Date.
- (d) The Seller has received no notice from any city, county, state, federal or other governmental agency or authority of any violation of zoning, building, fire, health, safety, environmental or other statutes, laws, ordinances, codes, regulations or orders (collectively, "Laws") in regard to the portion of the Property owned by the Representing Party or any part thereof. To the Representing Party's knowledge, there are no existing violations of such Laws regarding the portion of the Property owned by the Representing Party or any part thereof.
- (e) The Seller has received no written notice of any pending or threatened condemnation in connection with the Property or any part thereof owned by the Representing Party.
- (f) To the Seller's knowledge, neither the execution, delivery and performance of this Contract by the Seller, the consummation by the Seller of the transactions contemplated hereby, nor the fulfillment of or compliance by the Seller with the terms and conditions of this Contract:

- (i) requires the consent, waiver, approval, license or authorization of any person or public authority, except as expressly set forth herein;
- (ii) violates, with or without the giving of notice or the passage of time or both, any provision of law or regulation applicable to the Representing Party; or
- (iii) will conflict with or result in a breach of any agreement or instrument or any order, judgment, decree, statute, regulation or any other restriction of any kind or character, to which the Representing Party is a party or by which the Representing Party's assets may be bound.

(g) There is no litigation or governmental proceeding pending or, to the Seller's knowledge, threatened, which, if determined adversely to the interests of the Seller, would adversely affect the conveyance contemplated hereby or the execution, delivery or enforceability of this Contract or any document or instrument to be executed and delivered pursuant to this Contract.

(h) The Seller is not a "foreign person" as that term is defined in Section 1445(f) (3) of the Internal Revenue Code, as amended, of the United States of America (the "Code").

The representations and warranties contained in this Paragraph will be deemed to be remade as of the Closing Date and will survive the Closing. In the event that any of these representations and warranties becomes not true and correct for any reason prior to Closing, the Seller will immediately notify Buyer of such fact and of the circumstances surrounding such invalidity.

Except for the representations made above Buyer acknowledges that neither Seller nor any party on Seller's behalf has made, nor do they hereby make, any representations as to the past, present or future condition, income, expenses, operation or any other matter or thing affecting or relating to the Property except as expressly set forth in this Contract. Buyer agrees to assume full responsibility for completing Buyer's Due Diligence in such a manner as to answer all questions necessary to make the decision to purchase the Property.

10. REAL ESTATE COMMISSION AND OTHER EXPENSES: Seller shall be responsible for paying any real estate commission resulting from this transaction. Buyer and Seller shall each pay their respective fees and expenses, including legal expenses and those of their respective agents and advisors during the due diligence period whether or not the transaction is consummated. Both Buyer and Seller represent that they believe that no commission is due, but if any commission is due it would be the obligation of Seller.

11. OTHER CLOSING COSTS: Other closing costs, other than those specifically provided herein, shall be divided half and half between the parties.

12. DELIVERY OF DEED; PAYMENT; DISBURSEMENT OF PROCEEDS: At or before Closing, Seller agrees to properly execute and deliver into escrow the Deed, and all

other documents and funds necessary to complete the Closing to Closing Agent. The Deed shall convey to Buyer marketable fee simple title to the Property, free and clear of all liens and encumbrances, other than the Permitted Exceptions. At or before the Closing, Seller and Buyer each agree to deliver into escrow a cashier's check or guaranteed funds sufficient to satisfy their respective obligations under this Contract. Seller understands that, unless otherwise agreed, disbursement of proceeds will not be made until after the Deed or the instrument of conveyance, and, if applicable, the mortgage/deed of trust have been recorded and the Title Company can issue the title policy with only the Permitted Exceptions.

13. INSURANCE; MAINTENANCE; CASUALTY; CONDEMNATION; CHANGE OF CONDITION: Seller agrees to maintain Seller's current fire and extended coverage insurance, if any, on the Property until Closing. Seller shall do ordinary and necessary maintenance, upkeep and repair to the Property through Closing. If, before Closing, all or any part of the Property is taken by eminent domain, or if a condemnation proceeding has been filed or is threatened against the Property or any part thereof, or if all or any part of the Property is destroyed or materially damaged after the Inspection Period, Seller shall promptly provide written notice to Buyer of any such event UPON NOTICE OF SUCH OCCURRENCE, Buyer may re-inspect the Property and may, by written notice to Seller within ten (10) days after receiving Seller's notice, terminate this Contract.

Unless this Contract is so terminated, it shall remain in full force and effect, and Seller shall, at Closing, assign and transfer to Buyer all of Seller's right title and interest in and to any awards that may be made for any taking and any insurance proceeds payable on account of casualty. If a non-material change in condition occurs with respect to the Property, Seller shall remedy such change before Closing. The provisions of this paragraph shall survive Closing or termination of this Contract.

14. DEFAULT AND REMEDIES: Seller or Buyer shall be in default under this Contract if either fails to comply with any material covenant, agreement or obligation within any time limits required by this Contract. Following a default by either Seller or Buyer under this Contract, the other party shall have the following remedies:

If Seller defaults, Buyer may (i) specifically enforce this Contract and recover damages suffered by Buyer as a result of the delay in the acquisition of the Property; or (ii) terminate this Contract by written notice to Seller and, at Buyer's option, pursue any remedy and damages available at law or in equity. If Buyer elects to terminate this Contract, the Earnest Money Deposit shall be returned to Buyer upon written demand.

If Buyer defaults, Seller may (i) specifically enforce this Contract and recover damages suffered by Seller as a result of the delay in the sale of the Property; or (ii) terminate this Contract by written notice to Buyer and, at Seller's option, and pursue any other remedy and damages available at law or in equity. If, as a result of a default under this Contract, either Seller or Buyer employs an attorney to enforce its rights, the defaulting party shall, unless prohibited by law, reimburse the non-defaulting party for all reasonable attorneys' fees, court costs and other legal expenses incurred by the non-defaulting party in connection with the default.

15. CONTINGENCIES:

- a. Buyer's ability to fund and/or finance the purchase described herein, as the Buyer in its sole discretion deems appropriate.

16. **EXCLUSIVITY:** The parties agree to deal with each other on an exclusive basis with respect to the contemplated transaction (and Seller agrees to refrain from soliciting or any similar transactions with respect to the Property), unless and until this Contract is terminated or there is default by Buyer.

17. **ENTIRE AGREEMENT AND MANNER OF MODIFICATION:** This Contract, and any attachments or addenda hereto, constitute the complete agreement of the parties concerning the Property, supersede all other agreements and may be modified only by initialing changes in this Contract or by written agreement.

18. **NOTICES:** All notices, consents, approvals, requests, waivers, objections or other communications (collectively "notices") required under this Contract shall be in writing and shall be served by hand delivery, by prepaid U. S. Postal Service certified mail, return receipt requested, or by reputable overnight delivery service guaranteeing next-day delivery and providing a receipt. All notices shall be addressed to the parties at the respective addresses as set forth below, except that any party may, by notice in the manner provided above, change this address for all subsequent notices. Notices shall be deemed served and received upon the earlier of the third day following the date of mailing (in the case of notices mailed by certified mail) or upon delivery (in all other cases). A party's failure or refusal to accept service of a notice shall constitute delivery of the notice.

FOR SELLER: Longhorn Properties, LLC
P.O. Box 1199
Liberty, MO 64068

FOR BUYER: CITY OF RAYMORE
100 Municipal Circle
Raymore, MO 64083

19. **TIME IS OF THE ESSENCE.** Time is of the essence of this Contract.

20. **GOVERNING LAW.** This Agreement and its validity, construction, enforcement, and interpretation shall be governed by the substantive laws of the State of Missouri, without regard to its conflicts of laws provisions.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year indicated adjacent to the parties' signatures.

SELLER:

LONGHORN PROPERTIES, LLC

Date 10/15/08

By: 

BUYER:

CITY OF RAYMORE

Date Oct 20, 2008

By: 

LEGAL DESCRIPTION

A TRACT OF LAND BEING SITUATED IN THE WESTERN HALF OF SECTION 9, TOWNSHIP 46, RANGE 32, RAYMORE, CASS COUNTY, MISSOURI, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A 5/8 INCH BAR WITH ALUMINUM CAP STAMPED L5-836 FOUND AT THE NORTHWEST CORNER OF SECTION 9, TOWNSHIP 46, RANGE 32, IN THE CITY OF RAYMORE, CASS COUNTY, MISSOURI, THENCE SOUTH 0°33'11" WEST ALONG THE WESTERN LINE OF SAID SECTION 9 A DISTANCE OF 1,319.70 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 9, SAID CORNER BEING THE POINT OF BEGINNING; THENCE NORTH 89°29'38" EAST ALONG THE NORTHERN LINE OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 9 A DISTANCE OF 2,328.26 FEET TO THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 9; THENCE SOUTH 0°03'18" EAST ALONG THE EASTERN LINE OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER A DISTANCE OF 1,322.09 FEET TO A 1/2 INCH BAR FOUND AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 9; THENCE SOUTH 0°24'56" WEST ALONG THE EASTERN LINE OF THE WESTERN HALF OF SAID SECTION 9 A DISTANCE OF 513.97 FEET; THENCE SOUTH 89°29'38" WEST A DISTANCE OF 1278.72 FEET; THENCE NORTH 13°20'30" WEST A DISTANCE OF 161.86 FEET; THENCE NORTH 76°39'30" EAST A DISTANCE OF 130.00 FEET; THENCE NORTH 13°20'30" WEST ALONG THE EASTERN LINE OF REMINGTON, 4TH PLAT, A SUBDIVISION IN RAYMORE, CASS COUNTY, MISSOURI, A DISTANCE OF 180.00 FEET; THENCE NORTH 11°24'48" WEST A DISTANCE OF 84.22 FEET; THENCE NORTH 4°17'36" WEST A DISTANCE OF 83.06 FEET; THENCE NORTH 0°30'22" WEST A DISTANCE OF 93.17 FEET, TO THE NORTHEAST CORNER OF REMINGTON, 4TH PLAT; THENCE NORTH 00°08'35" WEST, 85.66 FEET; THENCE NORTH 01°15'13" EAST, 84.74 FEET; THENCE NORTH 02°42'29" EAST, 84.84 FEET; THENCE NORTH 04°06'33" EAST, 84.99 FEET; THENCE NORTH 85°06'22" WEST, 190.00 FEET; THENCE SOUTHERLY, ON A CURVE TO THE LEFT HAVING A RADIUS OF 3,530.00 FEET AND AN INITIAL TANGENT BEARING OF SOUTH 04°58'38" WEST, AN ARC DISTANCE OF 10.92 FEET; THENCE NORTH 85°17'00" WEST, 135.22 FEET; THENCE NORTH 00°30'22" WEST, 6.65 FEET; THENCE SOUTH 89°29'38" WEST, 206.33 FEET; THENCE SOUTH 70°45'22" WEST, 148.93 FEET; THENCE SOUTH 89°46'27" WEST, 402.55 FEET; THENCE NORTH 00°33'11" EAST, 29.29 FEET; THENCE NORTH 89°20'49" WEST, 210.00 FEET TO THE WEST LINE OF SAID NORTHWEST QUARTER; THENCE NORTH 0°33'11" EAST ALONG SAID WESTERN LINE A DISTANCE OF 866.68 FEET TO THE POINT OF BEGINNING. CONTAINING 78.74 ACRES, MORE OR LESS.

EXHIBIT A

Stewart Title of Kansas City, Inc.
101 Clayview
Liberty, Missouri 64068
PHONE: (816) 988-9200/ FAX (816) 988-9201

DATE: December 1, 2008

TO: CITY OF RAYMORE
100 Municipal Circle
Raymore, Missouri 64083

FILE #: 208110125

SELLER: Raymore-58, Inc.

BUYER: CITY OF RAYMORE

LOAN #:

In connection with the referenced file, we enclosed the following for your records:

- OWNER'S POLICY
- MORTGAGE POLICY
- OTHER
- OTHER
- OTHER

Should you have any questions, please feel free to contact the policy department.

Policy Department
Stewart Title of Kansas City, Inc.

DEC 1 7 2008

ALTA Owner's Policy (6-17-06)

POLICY OF TITLE INSURANCE ISSUED BY



Any notice of claim and any other notice or statement in writing required to be given the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS, STEWART TITLE GUARANTY COMPANY, a Texas corporation, (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the insured be reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
 - (a) A defect in the Title caused by
 - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
 - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
 - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law
 - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney
 - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
 - (vii) a defective judicial or administrative proceeding.
 - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (a) the occupancy, use, or enjoyment of the Land;
 - (b) the character, dimensions, or location of any improvement erected on the Land;
 - (c) the subdivision of land; or
 - (d) environmental protection
 If a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without knowledge.

Countersigned by:

Authorized Countersignature



Senior Chairman of the Board

Stewart Title of Kansas City, Inc.
Company

Chairman of the Board

Blue Springs, MO 64014
City, State



President

snd 11/21/2008

File No.: 208110125

Part 1 of Policy Serial No. O-9301-1201871

If you want information about coverage or need assistance to resolve complaints, please call our toll free number: 1-800-729-1902. If you make a claim under your policy, you must furnish written notice in accordance with Section 3 of the Conditions. Visit our World-Wide Web site at <http://www.stewart.com>

COVERED RISKS (Continued)

9. Title being vested other than as stated in Schedule A or being defective
- (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
 - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
- (i) to be timely, or
 - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.
- The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not known to the Company, not recorded in the Public Records at Date of Policy, but known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

CONDITIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
 - (i) The term "insured" also includes
 - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
 - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
 - (C) successors to an Insured by its conversion to another kind of Entity;
 - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
 - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured;
 - (2) if the grantee wholly owns the named Insured;
 - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity; or
 - (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.
 - (ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) "Insured Claimant": An Insured claiming loss or damage.
- (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.
- (j) "Title": The estate or interest described in Schedule A.
- (k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

CONDITIONS (Continued)

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an insured, but only so long as the insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the insured, or only so long as the insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the insured Claimant to provide prompt notice, the Company's liability to the insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

- (a) Upon written request by the insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an insured in litigation in which any third party asserts a claim covered by this policy adverse to the insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the insured to object for reasonable cause) to represent the insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the insured in the defense of those causes of action that allege matters not insured against by this policy.
- (b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.
- (c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

- (a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the insured for this purpose. Whenever requested by the Company, the insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence,

obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the insured to furnish the required cooperation, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

- (b) The Company may reasonably require the insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

- (a) To Pay or Tender Payment of the Amount of Insurance. To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay. Upon the exercise by the Company of this option, all liability and obligations of the Company to the insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.
- (b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.
- (i) To pay or otherwise settle with other parties for or in the name of an insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or
- (ii) To pay or otherwise settle with the insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

CONDITIONS (Continued)

8. **DETERMINATION AND EXTENT OF LIABILITY**

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

- (a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of
 - (i) the Amount of Insurance; or
 - (ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.
- (b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,
 - (i) the Amount of Insurance shall be increased by 10%, and
 - (ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.
- (c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. **LIMITATION OF LIABILITY**

- (a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.
- (b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.
- (c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. **REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY**

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

11. **LIABILITY NONCUMULATIVE**

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. **PAYMENT OF LOSS**

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

13. **RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT**

- (a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these

rights and remedies. If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

- (b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. **ARBITRATION**

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

15. **LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT**

- (a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.
- (b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.
- (c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.
- (d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. **SEVERABILITY**

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

17. **CHOICE OF LAW; FORUM**

- (a) **Choice of Law:** The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefore in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located. Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.
- (b) **Choice of Forum:** Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. **NOTICES, WHERE SENT**

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at Claims Department at P.O. Box 2029, Houston, TX 77252-2029.

File No.: 208110125

ALTA OWNER'S POLICY (6/17/06)

SCHEDULE A

Name and Address of
Title Insurance Company:

Stewart Title Guaranty Company
1980 Post Oak Blvd., Houston, TX 77056

File No.: 208110125

Policy No.: O-9301-1201871
S/I:

Amount of Insurance: \$1,600,000.00

Risk Rate: \$1,330.00

Total Charge:
\$1,600.00

Date of Policy: November 19, 2008 at 1:37:00 PM

1. Name of Insured:

CITY OF RAYMORE

2. The estate or interest in the Land that is insured by this policy is:

Fee Simple

3. Title is vested in:

CITY OF RAYMORE

4. The Land referred to in this policy is located in the County of Cass, State of Missouri and is described as follows:

See Attached Legal Description

File No.: 208110125
0015CG MO
and 11/21/2008


Page 1 of 2

ALTA OWNER'S POLICY (6/17/06)

Exhibit A
LEGAL DESCRIPTION

File Number: 208110125

A tract of land being situated in the Western Half of Section 9, Township 46, Range 32 in City of Raymore, Cass County, Missouri more particularly described as follows:
Commencing at a 5/8 inch bar with aluminum cap stamped LS-836 found at the Northwest corner of Section 9, Township 46, Range 32 in the City of Raymore, Cass County, Missouri; thence South 0 degrees 33 minutes 11 seconds West along the Western line of said Section 9, a distance of 1,319.70 feet to the Northwest corner of the Southwest Quarter of the Northwest Quarter of said Section 9, said corner being the Point of Beginning; thence North 89 degrees 29 minutes 38 seconds East along the Northern line of the South Half of the Northwest Quarter of said Section 9, a distance of 2,528.26 feet to the Northeast corner of the Southeast Quarter of the Northwest Quarter of said Section 9; thence South 0 degrees 03 minutes 18 seconds East along the Eastern line of said Southeast Quarter of the Northwest Quarter, a distance of 1,327.09 feet to a 1/2 inch bar found at the Southeast corner of the Northwest Quarter of said Section 9; thence South 0 degrees 24 minutes 56 seconds West, along the Eastern line of the Western Half of said Section 9, a distance of 513.97 feet; thence South 89 degrees 29 minutes 38 seconds West, a distance of 1278.72 feet; thence North 13 degrees 20 minutes 30 seconds West, a distance of 161.86 feet; thence North 76 degrees 39 minutes 30 seconds East, a distance of 130.00 feet; thence North 13 degrees 20 minutes 30 seconds West along the Eastern line of REMINGTON, 4TH PLAT, a subdivision in Raymore, Cass County, Missouri, a distance of 180.00 feet; thence North 11 degrees 24 minutes 48 seconds West, a distance of 84.22 feet; thence North 4 degrees 13 minutes 36 seconds West, a distance of 83.06 feet; thence North 0 degrees 30 minutes 22 seconds West, a distance of 93.17 feet to the Northeast corner of REMINGTON, 4TH PLAT; thence North 00 degrees 08 minutes 35 seconds West, 85.66 feet; thence North 01 degrees 15 minutes 13 seconds East, 84.74 feet; thence North 02 degrees 42 minutes 29 seconds East, 84.84 feet; thence North 04 degrees 09 minutes 53 seconds East, 84.99 feet; thence North 85 degrees 06 minutes 22 seconds West, 190.00 feet; thence Southerly, on a curve to the left having a radius of 3,530.00 feet and an initial tangent bearing of South 04 degrees 53 minutes 38 seconds West, an arc distance of 10.92 feet; thence North 85 degrees 17 minutes 00 seconds West, 135.22 feet; thence North 00 degrees 30 minutes 22 seconds West, 6.65 feet; thence South 89 degrees 29 minutes 38 seconds West, 206.33 feet; thence South 70 degrees 45 minutes 22 seconds West, 148.93 feet; thence South 89 degrees 46 minutes 27 seconds West, 409.55 feet; thence North 00 degrees 33 minutes 11 seconds East, 29.29 feet; thence North 89 degrees 26 minutes 49 seconds West, 210.00 feet to the West line of said Northwest Quarter; thence North 0 degrees 33 minutes 11 seconds East along said western line, a distance of 866.68 feet to the Point of Beginning.

File No.: 208110125
001SCG MD
mad 11/21/2008


the quality connection
Page 2 of 2

ALTA OWNER'S POLICY (6/17/06)

**SCHEDULE B
PART I**

File No.: 208110125

Policy No: O-9301-1201871

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

1. **Standard Exceptions:**

- a. Rights or claims of parties in possession not shown by the public records.
- b. Easements, or claims of easements, not shown by the public records.
- c. Any encroachment, encumbrance, violation, variation, or adverse circumstance that would be disclosed by an accurate and complete land survey of the Land.
- d. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
- e. Taxes or special assessments which are not shown as existing liens by the public records.

NOTE: Exceptions 1A and D Above are Hereby Deleted.

Special Exceptions:

2. Taxes for the year 2009 and subsequent years.
3. Easement granted to Missouri Public Service Company as set forth in the instrument recorded in Book 1591 at Page 174.
4. Easement granted to the City of Raymore as set forth in the instrument recorded in Book 1674 at Page 102.
5. Any additional tax assessment, and any penalties and interest thereon, arising due to reassessment caused by construction and improvements to the land.

MO Arbitration Endorsement

ENDORSEMENT
ATTACHED TO POLICY NUMBER O-9301-1201871
ISSUED BY



File No.: 208110125

Charge: \$0.00

Arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association may be demanded if agreed to by both the Company and the insured. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorney's fees only if the laws of the state in which the land is located permit a court to award attorney's fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to the arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

The telephone number of Stewart Title Guaranty Company is (800) 729-1902.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Signed under seal for the Company, but this endorsement is to be valid only when it bears an authorized countersignature.

Countersigned by

Authorized Countersignature

Stewart Title of Kansas City, Inc.
Company
Blue Springs, MO 64014
City, State



Senior Chairman of the Board

Chairman of the Board

President

Endorsement Serial No.	E-1111-2599237
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File No.: 208110125
MO Arbitration Endorsement



FILE NUMBER 422601
OR BK 3177 PG 539
RECORDED 11/19/2008 01:37:00 PM
RECORDING FEE 30.00
SANDRA A (SANDY) GREGORY, RECORDER OF DEEDS
CASS COUNTY, MISSOURI

CORPORATION WARRANTY DEED

(Corporation Conveying to a Corp/LLC/Partnership)

File Number: 208110125
Stewart Title of Kansas City, Inc.

THIS INDENTURE, made on November 17, 2008, by and between Raymore-58, Inc., a corporation duly organized under the laws of the State of Missouri of the County of Clay, State of Missouri, Grantor, and City of Raymore a Corporation, Grantee. Grantee's mailing address is: 100 Municipal Circle, Raymore, MO 64083

WITNESSETH, THAT THE SAID GRANTOR, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to it paid by the said GRANTEE (the receipt of which is hereby acknowledged) does by these presents GRANT, BARGAIN and SELL, CONVEY and CONFIRM unto the said GRANTEE, its successors and assigns, the following described lots, tracts or parcels of land lying, being and situate in the County of Cass and State of Missouri, to-wit:

SEE ATTACHED EXHIBIT A

Page 3

TO HAVE AND TO HOLD the premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereto belonging or in anywise appertaining unto the said Grantee and unto its successors and assigns forever; the said Grantor hereby covenanting that it is lawfully seized of an indefeasible estate in fee of the premises herein conveyed; that it has good right to convey the same; that the said premises are free and clear from any encumbrance done or suffered by it or those under whom it claims; and it will warrant and defend the title to said premises unto the said Grantee and unto its successors and assigns forever, against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, the said Grantor has caused these presents to be signed by its ~~President and Attested by its~~ Secretary, ~~and the not public seal to be hereunto/attached~~, the day and year first above written.

Attest: **STEWART TITLE**
208110125

-/- Affiant(s)

CORPORATION WARRANTY DEED

(Corporation Conveying to a Corp/LLC/Partnership)

File Number: 208110125
Stewart Title of Kansas City, Inc.

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IN WITNESS WHEREOF, the said Grantor has caused these presents to be signed by its ~~President and attested by its~~ Secretary, ~~and the corporate seal to be hereunto/attached~~, the day and year first above written.

Attest:

STEWART TITLE
208110125

-/- Affiant(s)

Raymore-58, Inc.

By: Joe H Duffey
Joe H Duffey, Secretary

STATE OF Missouri
COUNTY OF Clay

On this November 17, 2008, before me, The Undersigned, a Notary Public in and for said state, personally appeared Joe H Duffey, ~~President~~ of Raymore-58, Inc. known to me to be the person who executed the within Corporation Warranty Deed in behalf of said corporation and acknowledged to me that he/she executed the same as the free act and deed of said Corporation.

* Secretary ^{h.o.}

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

Lisa Oldtman

Notary Public:

My commission expires:



EXHIBIT A

A tract of land being situated in the Western Half of Section 9, Township 46, Range 32 in City of Raymore, Cass County, Missouri more particularly described as follows:

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STG Privacy Policy Notice for Commitments and Policies 1

File Number: 208110125

Stewart Title of Kansas City, Inc., Stewart Title Guaranty Company, Stewart Title Insurance Company, Stewart Title Insurance Company of Oregon, National Land Title Insurance Company, Arkansas Title Insurance Company, Charter Land Title Insurance Company

Privacy Policy Notice

PURPOSE OF THIS NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of **Stewart Title of Kansas City, Inc., Stewart Title Guaranty Company, Stewart Title Insurance Company, Stewart Title Insurance Company of Oregon, National Land Title Insurance Company, Arkansas Title Insurance Company, Charter Land Title Insurance Company.**

We may collect nonpublic personal information about you from the following sources:

- Information we receive from you, such as on applications or other forms.
- Information about your transactions we secure from our files, or from our affiliates or others.
- Information we receive from a consumer reporting agency.
- Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

- We also may disclose this information about our customers or former customers to nonaffiliated companies that perform services on our behalf.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

EXHIBIT B

AREA MAINTENANCE STANDARDS

The City agrees to provide routine maintenance of the Area and facilities sufficient to keep the public use facilities in a clean, safe and usable condition. In accomplishment of this, the City agrees to:

- 1) Clean up trash and litter at least once each week from May 1st through September 15th, and as needed during the rest of the year.
- 2) Clean and deodorize restroom at least once a week from May 1st through September 15th, and as needed during the rest of the year.
- 3) Make minor repairs to Area restroom as needed.
- 4) Mow grass within 10 feet of roads, parking lots, and other public use facilities often enough to ensure that it does not exceed a height of 6 inches; and mow a 20-foot semi-circle around the cantilever directional sign (if provided) often enough to ensure that vegetation does not obstruct the visibility of the sign from both directions.
- 5) Control grass on roads and parking areas and around traffic control barriers (if present).
- 6) Provide and install rock (rip rap), as needed, to maintain any protective rocked slopes or banks in the vicinity of the provided facilities.
- 7) Provide the normal, routine maintenance of Area roads, parking lots, floating fishing dock, restroom, sidewalks and any other facilities needed to keep these items fully functional and to present a positive image of the City and Department to the public.



**CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM**

DATE: November 28, 2016

SUBMITTED BY: Nathan Musteen

DEPARTMENT: Parks & Recreation

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

TITLE / ISSUE / REQUEST

Bill 3226
Staff is requesting Council to award the Hawk Ridge Park Improvements Design Services to Brian Clark & Associates, Inc. DBA Confluence

FINANCIAL IMPACT

Award To:	Brian Clark & Associates, Inc. DBA Confluence
Amount of Request/Contract:	\$157,860.00
Amount Budgeted:	\$1,755,100.00
Funding Source/Account#:	Parks Sales Tax Fund / 2016 General Obligation Bond

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
December 2016	March 2018

STAFF RECOMMENDATION

Staff recommends award of the contract to Confluence

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:	Park Board
Date:	October 25, 2016
Action/Vote:	7-0 vote in favor

LIST OF REFERENCE DOCUMENTS ATTACHED

Bill 3226
Agreement
Scope of Services / Project Timeline

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

In 2014, the Hawk Ridge Park Master Plan identified several improvement projects that would develop the vacant property into a destination location for the City of Raymore. In 2015, the Park Board began funding the most critical projects that met requirements for the Missouri Department of Conservation Community Assistance Program. In 2016, the City Council slated several park improvement projects to be included in the GO Bond projects which passed with voter approval in April.

Funding of all individual projects at Hawk Ridge Park total \$1,755,100.00. These projects include:

FY15/16 CIP - \$ 295,000	Lake Loop Trail, ADA Fishing Dock and Public Restroom
GO Bond - \$1,460,100	All Inclusive Playground, North Parking Lot, Road Improvements, Amphitheater, South Parking Lot, Public Restroom, Pedestrian Lighting, Park Signage, Park Furnishings, Landscaping and a Picnic Shelter

A fishing jetty will also be included as an additional project included with the MO Department of Conservation CAP Agreement. The attached contract includes the design and engineering of the entire list of improvement projects at Hawk Ridge Park.

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.

BACKGROUND / JUSTIFICATION

--CONTINUED--

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. 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

Staff interviewed the firms of PLAID Collaborative, SWT Design and Confluence. Upon conclusion of the interviews Staff determined Confluence 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(%)	Confluence(%)*	Fee
Prepare Plans and Specifications	7.5 to 9.5	8.2	\$143,360.00

*Based on a preliminary cost estimate of \$1,755,100.

As described in the Scope of Services provided, a field survey of the property will be conducted with a cost of \$14,500. To date, the property of Hawk Ridge Park has not been surveyed other than property boundaries.

Based on this information, it is staff's opinion that the fee submitted by Confluence 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 Hawk Ridge Park Improvement Projects Design and Engineering be awarded to Brian Clark & Associates, Inc. DBA Confluence in an amount not to exceed \$157,860.00.

BILL 3226

ORDINANCE

“AN ORDINANCE OF THE CITY OF RAYMORE MISSOURI AUTHORIZING THE MAYOR TO ENTER INTO A AN AGREEMENT WITH BRIAN CLARK AND ASSOCIATES, INC. DBA CONFLUENCE FOR DESIGN AND ENGINEERING SERVICES FOR THE HAWK RIDGE PARK IMPROVEMENTS DESIGN PROJECT, CITY PROJECT NUMBER 16-253-301, IN THE AMOUNT OF \$157,860 AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS.”

WHEREAS, the funding for Hawk Ridge Park Improvement Projects was included in the 2015 and 2016 Parks Capital Improvement Budget and the 2016 GO Bond funding; and

WHEREAS, the City Council and the Park Board finds the improvements are necessary and finds it to be in the best interest of public health, safety, and welfare; and

WHEREAS, in accordance with the City of Raymore’s Purchasing Policy, a request for qualifications was issued to qualified firms; and

WHEREAS, staff recommends Brian Clark & Associates, Inc. DBA Confluence as the best qualified firm for this engagement, at a not to exceed price of \$157,860.00.

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 \$157,860.00 with Brian Clark & Associates, Inc. DBA Confluence, for the Hawk Ridge Park Improvement 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 28TH 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:

Jean Woerner, City Clerk

APPROVE:

Kristofer P. Turnbow, Mayor

Date of Signature



CONTRACT FOR PROFESSIONAL SERVICES

AGREEMENT FOR PROVISION OF THE FOLLOWING SERVICES

HAWK RIDGE PARK IMPROVEMENTS DESIGN

Agreement made this December 12, 2016 between Brian Clark & Associates, Inc. DBA Confluence, an entity organized and existing under the laws of the State of Missouri, with its principal office located at 417 Delaware, Kansas City, MO 64105, 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 December 12, 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 #16-253-301 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 # 16-253-301 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, Brian Clark & Associates, Inc. DBA Confluence which is "not to exceed" \$157,860.00 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)

BRIAN CLARK & ASSOCIATES, INC. DBA CONFLUENCE

By: _____

Title: _____

Attest: _____

Appendix A

Scope of Services

The actual 'scope of services' will be finalized during negotiations with the selected firm.

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 Parks and Recreation 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 November 2016, 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.

Hawk Ridge Park – Raymore, MO
Scope and Fee Proposal
November 22, 2016



SCOPE OF SERVICES

Based on our understanding of the projects that have been identified in the Hawk Ridge Park Master Plan and our understanding of the City of Raymore's intended project timeline, we propose the following scope of services.

Master Plan Projects

CIP Projects
Lake Loop Trail
ADA Fishing Dock & Public Restrooms
Pedestrian Linkages

Go Bond Projects

All Inclusive Playground
North Park Lot and Road Improvements
(1) Picnic Shelter
Amphitheater
South Parking Lot & Restroom Addition
Pedestrian Lighting
Park Signage
Park Furnishings
Landscaping

TASK 1: SCHEMATIC DESIGN

KICK-OFF MEETING

An initial meeting with the Client will be facilitated by our design team to clearly establish roles and responsibilities, identify project contacts and communication protocols, determine any initial data needs, and verify our proposed schedule of work with confirmed dates for key project milestones and deliverables. A key component of this meeting will be reviewing and confirming the proposed program for the park as outlined in the current Hawk Ridge Park Master Plan.

This meeting will also include an introductory review of current project priorities, programmatic needs, current deficiencies and future City improvements to be considered in the final design.

DATA GATHERING + BASE MAPPING

During this task, our design team will meet with the City staff to obtain any relevant base data which is currently available or obtainable in readily usable electronic format. Existing utility information will be solicited from the utility companies serving the park.

Members of the Confluence Team and representatives of the City will visit the project site to review the existing conditions to understand how these might impact the final design. Elements to be reviewed include but are not limited to: existing amenities; access; surrounding land use (existing and future); existing utilities and infrastructure; topography and drainage patterns; viewsheds and vistas; and existing vegetation.

FIELD SURVEY

Our team will prepare a full survey of the selected project areas (this does not include the entire 79-acre park site) with all pertinent information needed to prepare the required design and construction documents. As design proceeds and more information becomes available, our team will also perform any supplemental survey work for key areas and site situations that may become necessary.

SCHEMATIC DESIGN

The Design Team will facilitate a design workshop with the City and other participants to confirm project design priorities and preferences. The information gleaned from this workshop will inform design concepts for the various park amenities being proposed. In addition to character design input, the design team will obtain direction on amphitheater infrastructure such as lighting, sound systems, controls, and stage requirements necessary to support the City's programming. Based on this information, confirmed program, and the master plan, we will prepare Schematic Design plans to reflect the elements proposed.

The plans will include the following:

- Site plan that will fix and describe the planned improvements
- Area enlargements to clearly describe the design intent
- Identification of support structure locations and required square footage
- Preliminary Trail Alignment Plans
- Conceptual Architectural Studies (Amphitheater, Shelters, Restrooms)

A Preliminary Opinion of Probable Construction Cost will also be developed for the planned improvements. Confluence will present the schematic plans and cost estimate to the City for review and comment. Any modifications to the plans will be identified and discussed. We anticipate that two to three client/team meetings will be required over the course of the Schematic Design Phase.

TASK 3 | DESIGN DEVELOPMENT

Upon approval of the Schematic Design Documents, Confluence will work with the design team to complete the Design Development Drawings which will further detail the planned improvements including the following:

- Site Plan
- Area enlargements to clearly articulate the design intent
- Refined/Confirmed Trail Alignment and Plans/Profiles
- Preliminary Architectural Plans & Details (Including supporting engineering plans/details)
- Grading and Utilities Plan
- Landscape and Site Furnishings Plan

In addition, the Confluence team will revise the Preliminary Opinion of Probable Construction Costs to reflect the Design Development Drawings. The costs will be based on quantity takeoffs of the completed plans. We anticipate that two to three client/team meetings will be required over the course of the Design Development Phase.

TASK 4 | CONSTRUCTION DOCUMENTS

Upon receipt of review comments, the Design Team will prepare a comprehensive Construction Document package for the proposed park improvements. We anticipate that the following plans will be included:

- Site Layout Plan and Details
- Site Furnishings Plan and Details
- Grading and Erosion Control Plans
- Utility Plans and Details
- Site Lighting Plan and Details
- Landscape Plan and Details
- Architectural Plans and Details (Including supporting engineering plans and details)

The Design Team will also complete full Technical Specifications for the work included in the Construction Documents and will coordinate with the City to prepare the full project manual and necessary bid documents. The Design Team will also complete all required permit applications. Securing the final permit(s) will be the responsibility of the successful contractor. The Opinion of Probable Construction Costs will be revised to reflect the completed construction documents.

We anticipate attendance at four to six Client / Design Team / City Department meetings over the course of the Final Design Phase.

TASK 5 | BIDDING & CONSTRUCTION ADMINISTRATION

BIDDING AND NEGOTIATION

We will assist the client with assembling the bid documents, advertising for bid, assembling a list of qualified bidders, and answer questions of bidders prior to the bid date. We will attend a pre-bid meeting with staff to review the project with potential bidders. We will assist the Client with bid tabulation and review and assist with bid qualification.

CONSTRUCTION PHASE SERVICES

During the construction phase of the project, we will provide construction administration services including:

- Process Shop Drawings, Materials Submittals, Substitution Requests, Addenda, and other necessary documentation.
- We will review pay applications in comparison to work in progress.
- Attend regular progress meetings.
- Perform periodic site visits to observe construction progress and conformance with design intent and construction documents.
- Provide quick resolution to any conflicts that may occur during construction with the goal of maintaining design integrity and project schedule.
- Process punch lists and project closeout documentation.

FEES

We will perform the above outlined services on a Lump Sum basis, per the following fee schedule:

Project Phase	Confluence	SFS Architecture	Henderson Eng.	Wilson Company	Subtotal
Schematic Design	\$ 13,700.00	\$ 6,000.00	\$ 1,850.00	\$ 1,520.00	\$ 23,070.00
Design Development	\$ 16,830.00	\$ 8,000.00	\$ 4,625.00	\$ 3,800.00	\$ 33,255.00
Construction Documents	\$ 25,280.00	\$ 16,000.00	\$ 8,325.00	\$ 6,840.00	\$ 56,445.00
Construction Administration	\$ 11,050.00	\$ 10,000.00	\$ 3,700.00	\$ 3,040.00	\$ 27,790.00
Total	\$ 66,860.00	\$ 40,000.00	\$ 18,500.00	\$ 15,200.00	\$ 140,560.00
Expenses					\$ 2,800.00
Grand Total					\$ 143,360.00

Field Survey Fee:

In addition to the design fees above, Wilson Company will provide the field survey services described in the above Scope of Services for a fee of \$14,500.00.

Note: SFS Architecture fees include all supporting structural engineering services.

Hawk Ridge Park
 Project Timeline
 Confluence
 Date: November 22, 2016

CONFLUENCE

	2016				2017			
	December-16	January	February	March	April	May	June	July
Notice to Proceed - December 13, 2016	★							
Phase 1 - Schematic Design [8 weeks]								
Phase 2 - Design Development [6 weeks]								
Phase 3 - Consturction Documents [8 weeks]								
Phase 4A - Bidding [4 weeks]								
Phase 4B - Construction [6 to 9 months]								

★ Ground Breaking - Summer 2017

Miscellaneous

THE RAYMORE CHARTER REVIEW COMMISSION MET ON TUESDAY, NOVEMBER 1, 2016 IN THE EXECUTIVE CONFERENCE ROOM AT 100 MUNICIPAL CIRCLE, RAYMORE, MISSOURI. PRESENT: COMMISSIONERS ACKLIN, BURKE, III, CASTLEMAN, DAREING, HUBACH, MOORHEAD, STIDHAM, AND WIGGINS, CITY MANAGER JIM FEUERBORN, 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. Commissioner Wilson absent.
- 2. Pledge of Allegiance.**
- 3. Approval of Minutes-October 18, 2016.**

Commissioner Castleman noted a correction on page 4 of the minutes, to replace the word "discrepancy" with "discretion".

MOTION: By Commissioner Castleman, second by Commissioner Hubach to approve the October 18, 2016 minutes as corrected.

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	Absent

4. Unfinished Business.

A. Article III, Section 3.2(b)-Councilmember Qualifications

a. Staff Report

Mr. Zerr and Mr. Feuerborn reviewed the proposed language for the Commission's consideration explaining this language contains City specific requirements such as 25 years of age, U.S. citizenship, residency requirements, qualified voter, and compliance with paid City taxes. Also included was reference to requirements contained in RSMo 115.306. The entirety of qualifications listed in RSMo 115.306 would be included in the appropriate section of City Code. By amending the Charter in this manner, ensures the City and statutory requirements are outlined. By having the specific qualifications outlined in City Code makes it easier to remain current and up to date with statutory changes.

b. Commission Member Discussion and Questions

Commissioner Hubach stated concerns with elected, non compensated officials serving on Council as she feels it could be concentration of power. Commission discussion ensued regarding the variances of the amount of time and duties other elected positions require and the impact the restriction could have on finding qualified individuals to serve on Council.

Chairman Moorhead noted this topic is provisional to Section 3.2(b), but it is a new topic that was not presented on the agenda. He asked staff to move this item to the November 15 agenda under New Business and provide the Cass County Policy Manual for language comparisons.

B. Article III, Section 3.2-Temporary Displacement of Residency following Redistricting

a. Staff Report

Mr. Zerr advised this topic would be more appropriately discussed with consideration of Article IX, Section 9.4-City Council Wards.

b. Commission Member Discussion and Questions

No discussion heard.

C. Article III, Quorum-continued discussion

a. Staff Report

Mr. Zerr advised "quorum" is referenced under Article III, Section 3.13(d). This topic would be more appropriately discussed with consideration of that Section.

b. Commission Member Discussion and Questions

No discussion heard.

5. New Business.

A. Article III, Section 3.3 Compensation

a. Staff report

No report provided.

b. Commission Member Discussion and Questions

Commissioner Hubach noted this section references Council compensation as being "annual" when Council is paid each month and when a new member is elected, they are

not paid for a full month. She feels with the word "annual" each member should be paid the same amount annually. Commission discussion ensued regarding when Council pay begins, ends, and the amount of pay outlined by the existing ordinance. Mr. Feuerborn explained that based on general accounting principles, the month of April after the election of a new Councilmember, the pay for that month is prorated based on when they are formally seated on the Council. Same is true in the case of a person appointed to the Council when filling a vacancy. The calculations are based on the ordinance establishing the \$350 per month pay for Councilmembers. He suggested removing the word "annual".

Discussion ensued.

Mr. Zerr advised that the effective date of a term of office for a Councilmember is when the member is administered the oath of office and assumes their seat at the dias. Outgoing members end their term of office with the final vote or action taken. The issue with the word "annual" and method of payment as well as commencement of term can be addressed in the ordinance which established Council compensation.

Chairman Moorhead asked for discussion on defining compensation and consideration of a stipend or expense reimbursement. He stated Councilmembers are subjective when the topic of increasing the salary for themselves is brought forth. He suggested putting forth the determination of compensation to a vote of the people by Charter amendment as well as consideration of immediate implementation of increases. He further suggested consideration of Council pay increases be tied to the annual COLA increase equal to that of City employees.

Mayor Turnbow and Mr. Zerr left at 6:55 for the Planning and Zoning Commission meeting.

Mr. Feuerborn explained the current step and COLA policy increases for employees. Cost of living increases are based on the Mountain Plains Consumer Price Index as established by the United States Department of Labor, Bureau of Labor Statistics.

Discussion ensued. The Commission, by consensus, directed staff to bring suggestions at the November 15 meeting, for the compensation of Council based on an annual formula.

B. Article III, Section 3.4 Mayor Pro Tempore ("definition of absence")

a. Staff report

No report provided.

b. Commission Member Discussion and Questions

Commissioner Hubach asked to discuss procedures when filling a vacancy or in the case of the removal of the Mayor Pro Tem and the definition of "absence" in this Section.

Chairman Moorhead suggested adding language to read, "The Council shall elect annually from among its members a Mayor Pro Tempore *"or upon a vacancy or removal of a Mayor Pro Tempore"*.

Commission discussion ensued on mirroring the vacancy language of Section 3.7, the power of including the Mayor in the selection of Mayor Pro Tem, and the definition of absence.

Mr. Feuerborn stated due to the range of the discussion, he asked for staff time to review the questions because of the impact it has on several sections of City Code. The position and selection of Mayor Pro Tem is outlined in City Code. He posed the question to the Commission as to if the City Code language should be contained in the Charter to address when a vacancy exists, and in the case of a vacant Council seat, should all eight Council seats be filled before selecting a Mayor Pro Tem to ensure the entire body votes to select a Mayor Pro Tem, and when the annual election of the Mayor Pro Tem occurs.

Commissioner Castleman stated the 2007-2008 Charter Review Commission encountered these same questions. The Commission at that time decided that these scenarios would be better addressed in City Code or Council Rules of Procedure. Certain circumstances in regard to vacancy could be under the portion of Charter and Code that addresses Judge of Qualifications.

Chairman Moorhead received consensus from Commission members to address "absence" under Section 3.7 and move the remaining agenda items to the November 15 meeting.

C. Article III, Remaining Sections

D. Article IV-Mayor

6. Other.

7. Public Comments.

8. Adjournment.

MOTION: By Commissioner Stidham, second by Commissioner Hubach 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
Commissioner Wilson

Aye
Absent

The regular meeting of the Charter Review Commission adjourned at 7:52 p.m.

Respectfully submitted,

Jeanie Woerner
City Clerk