

## **AGENDA**

Raymore City Council Regular Meeting  
City Hall – 100 Municipal Circle  
Monday, August 26, 2019

7:00 p.m.

- 1. Call to Order.**
- 2. Roll Call.**
- 3. Pledge of Allegiance.**
- 4. Presentations/Awards.**
- 5. Personal Appearances.**
- 6. Staff Reports.**
  - A. Public Works (pg 9)
  - B. Parks and Recreation (pg 11)
  - C. Communications Report
  - D. Monthly Financial Report (pg 15)

**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, August 12, 2019 (pg 25)
- B. Recreation Park Pedestrian Bridge - Acceptance and Final Payment

Reference: - Resolution 19-46 (pg 33)

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

- C. Acceptance of Public Improvements - Heritage Hills 6th Plat

Reference: - Resolution 19-48 (pg 35)

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

**9. Unfinished Business. Second Reading.**

**A. Setting the 2019 Tax Levy**

- Reference: - Agenda Item Information Sheet (pg 39)  
 - Bill 3482 (pg 41)  
 - 2019 Notice of Aggregate Assessed Valuation (pg 43)  
 - 2019 State Auditor Calculation (pg 44)

State law requires each political subdivision in the state, except counties, to fix their ad valorem property tax rates not later than Sept. 1 for entry in the tax books. Should any political subdivision whose taxes are collected by the county collector of revenue fail to fix its ad valorem property tax rate by Sept. 1, then no tax rate other than the rate, if any, necessary to pay the interest and principal on any outstanding bonds shall be certified for that year.

The staff memo explains how the proposed levies for the coming year were derived. The proposed 2019 levy, based upon the principle of revenue neutrality mandated by the Hancock Amendment, is \$1.2497 per \$100 of assessed valuation. This is based on final assessment information received from Cass County.

<b><u>2018</u></b>		<b><u>2019</u></b>
\$0.4480	General Fund Operating	\$0.4197
\$0.1206	Park Fund Operating	\$0.1130
<u>\$0.7170</u>	Debt Service Fund	<u>\$0.7170</u>
\$1.2856	Tax Levy	\$1.2497

• City Council, 08/12/19: Approved 8-0

**B. Foxwood Drive Right-Turn Lane Reimbursement Agreement**

- Reference: - Agenda Item Information Sheet (pg 55)  
 - Bill 3479 (pg 57)  
 - Reimbursement Agreement (pg 59)

The FY20 Capital Improvement Program calls for the construction of a right-turn lane for eastbound traffic on Foxwood Drive at its intersection with Fox Ridge Drive. HyVee Inc., as part of the construction of a new Fast and Fresh Market Store at the intersection, will construct the turn lane as part of its work to install two new public road segments to provide access to

the store and associated construction of right-turn lanes to the site off Fox Ridge Drive. HyVee will be reimbursed for the cost of construction of the Foxwood Drive turn lane.

- City Council, 08/12/19: Approved 8-0

C. Financial Disclosure Ordinance

Reference: - Agenda Item Information Sheet (pg 67)  
- Bill 3478 (pg 69)

Missouri law requires political subdivisions with operating budgets over one million dollars to adopt an Ordinance at an open meeting making public its method of disclosing potential conflicts of interest. The only officials required to file a financial disclosure statement the following year are the chief purchasing officer, the chief administrative officer, and those employees and elected officials who have had a transaction of more than \$500 with the political subdivision.

- City Council, 08/12/19: Approved 8-0

D. Award of Contract - Bulk Road Salt

Reference: - Agenda Item Information Sheet (pg 73)  
- Bill 3480 (pg 75)  
- Contract (pg 77)

Staff recommends approval of Bill 3480 awarding contract to Central Salt, LLC for the Bulk Road Salt.

- City Council, 08/12/19: Approved 8-0

E. Award of Contract - Owen Good Force Main Project

Reference: - Agenda Item Information Sheet (pg 97)  
- Bill 3481 (pg 99)  
- Contract (pg 101)

Staff recommends approval of Bill 3481 awarding contract to Redford Construction for the Owen Good Force Main Repair Project.

- City Council, 08/12/19: Approved 8-0

## 10. New Business. First Reading.

### A. Vacation of Right-of-Way - Remington Subdivision (public hearing)

- Reference: - Agenda Item Information Sheet (pg 145)  
- Bill 3483 (pg 147)  
- Staff Report (pg 149)  
- Maps (pg 155)

Staff is requesting approval to vacate two unused portions of platted right-of-way in the Remington Subdivision off Hampton Drive, west of Laurus Drive.

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| <ul style="list-style-type: none"><li>• Planning and Zoning Commission, 08/20/19: Approved 6-0</li></ul> |
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### B. Rezoning - The Venue of The Good Ranch (public hearing)

- Reference: - Agenda Item Information Sheet (pg 161)  
- Bill 3484 (pg 163)  
- Staff Report (pg 165)  
- Preliminary Plan (pg 195)  
- Memorandum of Understanding (pg 196)  
- Petition, letters (pg 218)

Jake Loveless, representing Griffin Riley Property Group, is requesting to reclassify the zoning of 25.7 acres located on the east side of Dean Avenue, north of North Cass Parkway, from A (Agricultural District) to PUD (Planned Unit Development). Rezoning to PUD incorporates the Preliminary Plan for The Venue of The Good Ranch, a proposed 204-unit attached single-family development.

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| <ul style="list-style-type: none"><li>• Planning and Zoning Commission, 08/20/19: Approved 5-1</li></ul> |
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### C. Award of Contract - Universal Design Pilot Project

- Reference: - Agenda Item Information Sheet (pg 293)  
- Bill 3485 (pg 295)  
- Contract (pg 297)

Staff recommends approval of Bill 3485 awarding contract to Pinnacle Homes of Kansas City on the design and construction of a single family home that incorporates a variety of universal design principles. The City is participating in this pilot project to showcase to the community the advantages of a universal designed home.

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

## **12. Mayor/Council Communication.**

## **13. Adjournment.**

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Items provided under "Miscellaneous" in the Council Packet:

- City Council Work Session notes, 08/19/19 (pg 327)
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### **EXECUTIVE SESSION (CLOSED MEETING)**

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

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

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

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



# Staff Reports





## **PUBLIC WORKS MONTHLY REPORT**

**August 2019**

### **ENGINEERING DIVISION**

#### **Projects Under Construction**

- Hawkridge Park
- Jefferson Street Culvert
- Meter Conversion
- FY 2019 Curb Replacement
- Fox Ridge Drive Turn Lane Modifications

#### **Projects Under Design**

- Kentucky Road

#### **Development Under Construction**

- Heritage Hills
- Edgewater
- Meadowood
- Westbrook at Creekmoor
- Prairie View of the Good Ranch

#### **Developments Under Review**

- Dean Commercial Site
- Lofts at Foxridge

### **OPERATIONS & MAINTENANCE DIVISION**

- 22 Water Taps
- 13 Sewer Inspections
- 24 Water Inspections
- 497 Line Locates
- 226 City Hall Work Orders
- 13 Driveway Approach Inspections
- 10 Sidewalk Inspections
- 23 Final ROW Inspections
- 7 Meter Conversions
- 33,560 Feet of Sewer Line Jetted
- 20 Hydrants Flushed
- 175 Potholes Patched
- 31 Lane Miles Swept
- 96 Feet of Sidewalk Mudjacked
- 165 Service Requests Completed



## MONTHLY REPORT

### August 2019

#### **HIGHLIGHTS**

- A few of the Raymore Summer campers participated in LEGO camp in late July. The LEGO camp was located at Raymore Elementary School gym.
- Coordinator Brennon attended Kansas City Metro League final bracketing meeting Friday, July 26. Raymore United teams were placed in a scheduling bracket for the fall season. Schedules were released in early August.
- Parks staff worked on re-designing and planting the raised flower beds and poured concrete pad for a memorial bench at Memorial Park.
- Contractors mulched and moved the debris out of Hawk Ridge Park after storms in July caused tree damage throughout the City. Residents were allowed to drop off storm debris in the west parking area of Hawk Ridge Park near the practice soccer fields.
- Park Staff completed a walk-through of Hawk Ridge Park.
- The Raymore Summer Camp traveled to Science City and the Harrisonville pool. The last day of camp was Aug. 13.
- The South Metro Sports Coordinators met at Centerview for a fall sports planning session.
- Centerview hosted a Missouri Youth Soccer Association recertification clinic.
- Friday, Aug. 2. "Incredibles 2" was showing for Movie Night in the Park. The event was moved to Centerview due to inclement weather.
- Parks and Recreation Director Nathan Musteen participated in the City Spotlight on Raymore, Friday, Aug. 2 on radio station KMBZ 98.1.



- Park maintenance staff trimmed trees, mulched Centerview, began maintenance at Hawk Ridge Park and prepared for the Mini Mud Run on August 16.
- Athletic Coordinator Todd Brennon assembled teams for the fall soccer season and participated in the South Metro fall sports scheduling meetings for soccer and flag football. Coaches meetings for the fall soccer season and baseball/softball seasons were held at the RAC on August 15th.
- Parks and Recreation staff prepared the course and obstacles for the Mini Mud Run held on Friday, August 16th at Hawk Ridge Park. Over 380 children participated in this year's event compared to last's years 340 participants.
- Administrative staff prepared the FY20 proposed budget for Park Board review.
- Final punch list items at Hawk Ridge Park were completed. The park is now open to the public.
- The park maintenance summer seasonals completed their last week of work on August 16.
- Parks and Recreation Director Nathan Musteen attended the Active Transportation Programming Committee meeting at the Mid America Regional Council offices in Kansas City.



## **PARKS & RECREATION BOARD**

- August 13 Special Meeting of the Park Board
  - 1) Budget Amendment - amending the FY18 CIP
  - 2) FY20 Capital Improvement Plan Approval
  - 3) FY20 Budget Approval

## **CENTERVIEW**

- Chamber of Commerce Luncheon
- Cass County Central Democratic Meeting
- Pins and Needles Program Bridge Program
- Baby Shower
- Anniversary Party



- Strength and Condition Chair class
- Yoga class
- Public Works Meetings
- South Metro Sports Coordinators Meeting
- HOA Meeting
- Soccer Re-certification Class
- Garden Club Meeting
- Celebration of Life Event
- 50th Birthday Party
- Tri-County Art League Meeting
- Joint City Meeting-Clerk of the Court
- Summer Scene
- Bible Study



### **RAC - Raymore Activity Center**

- Summer Camp
- Martial Arts Classes/Women's Kick boxing
- Open Play Adult Volleyball
- Open Play Adult Basketball
- Volleyball Practice
- Basketball Practice
- Basketball Birthday Party
- Soccer Coach Meeting
- Baseball/Softball/T Ball Coach Meeting
- Fall Volleyball Warm Up



## **RECREATION PROGRAMS & SPECIAL EVENTS**



The graphic features a dark wood background. At the top is a blue banner with a white border and a leaf icon, containing the text "RAYMORE FARMERS MARKET". Below this, the text "TUESDAYS 4-7 P.M. JUNE-SEPT" is displayed in white. At the bottom, it says "T.B. HANNA STATION 214 S WASHINGTON". There are also illustrations of a pear, a tomato, and some leafy greens.

**Farmers Market**  
*4-7 p.m., Tuesdays from June-September*

Join us every Tuesday through September at T.B. Hanna Station for the Original Town Farmers Market!

Area growers and artisans sell locally produced foods, plants, crafts and handmade products.

Original Town Farmers Market

WALTER BUCK MEMORIAL

# Fishing Derby

Join us for this FREE fishing event open to children 15 and under. We will have prizes for Largest Caught Fish, Most Caught Fish and more!

**WHEN // Sept. 14, 9-11 a.m.**  
**WHERE // Hawk Ridge Park, Johnston Lake**

Refreshments and snacks provided. Check-in begins at 8 a.m.

**NEW DATE!**

## FINANCE MONTHLY REPORT

This report, consisting of a Financial Summary, Investment Summary and Grant Summary, has been prepared for the fiscal period July 1, 2019 to July 31, 2019.

### July Financial Summary

Some notes regarding this month's summary operating report:

#### General Fund

##### Revenue:

Overall, at 75% of the way through the fiscal year, General Fund revenues are generally tracking as expected with total collected revenue of 79.46% of budget. Inter-fund transfers are being completed on a monthly basis with the exception of the Capital Funds Transfer. The Capital Funds Transfers will occur throughout the year after the capital project has been accepted by the Council and final payments have been made.

- Property tax revenues collected are tracking as expected at 99.18%. Staff expects this revenue source to come in at budget.
- Franchise Tax revenues as a whole are tracking below straight line at 67.42%. This revenue source varies depending on the weather, staff will continue to monitor this closely throughout the year.
- Sales tax revenues as a whole are tracking slightly below straight line budget at 73.18%. City sales taxes are at 73.56% while state shared gasoline and vehicle taxes are at 70.86%.
- Fees and Permit revenues collected are tracking ahead of straight line budget at 117.22%. This is primarily due to Engineering Inspection Fees & Plan Review Fees for 2 new phases in the Creekmoor Subdivision as well as plans for Prairie View of the Good Ranch.
- License revenues collected are tracking as expected at 91.06% of straight line budget. Occupational license revenues collected are tracking as expected. Staff anticipates additional revenue throughout the summer for new builders to the area. Liquor licenses were processed in June after the public hearing and are at 95.17% of straight line budget.
- Municipal Court revenues collected are slightly above straight line budget at 84.25%. Staff will continue to monitor this revenue source closely throughout the year.

##### Expenditures:

Departmental spending is tracking normally. Most of the departments are right at straight line expectation or slightly higher due to the three pay-periods occurring this year in November and May.

- The Information Technology Department has replaced the majority of the computers scheduled for replacement, and has renewed a majority of the annual software maintenance agreements, putting it above straight line budget.

## **Parks & Recreation Fund**

### **Revenue:**

Revenues are at 85.99% of budget 75% of the way through the year; normal for this time of the year. Park revenues associated with property taxes, miscellaneous and rentals are at 87.55% of straight line budget and will continue to increase in the next couple of months with increased usage of soccer fields, shelters and rental facilities throughout the summer and fall. Recreation revenues continue to increase in July with summer youth camp registrations and camp fees. Revenue associated with the facility rental of Centerview is slightly below straight line budget at 74.40%. Staff will continue to monitor this revenue closely throughout the year.

### **Expenditures:**

Both the Parks and Recreation departments are showing the same operational expenditure pattern as in years past, and are tracking normally. Expenditures are expected to increase as the number of programs offered goes up.

## **Enterprise Fund**

### **Revenue:**

Utility revenues as a whole are tracking at 70.48% of straight line budget. Staff will continue to monitor all utility revenue closely throughout the year.

### **Expenditures:**

Enterprise Fund expenditures tracking below straight line budget but at expectations.

01 -GENERAL FUND  
FINANCIAL SUMMARY

	PRIOR YEAR ENDING PO BAL.	PRIOR YEAR PO ADJUST.	REMAINING PRIOR YEAR PO BALANCE	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>									
<u>NON-DEPARTMENTAL</u>									
PROPERTY TAXES	0.00	0.00	0.00	1,500,359.00	2,887.39	1,488,117.98	0.00	12,241.02	99.18
FRANCHISE TAXES	0.00	0.00	0.00	2,245,694.00	176,506.58	1,513,959.30	0.00	731,734.70	67.42
SALES TAXES	0.00	0.00	0.00	3,543,609.00	322,480.10	2,593,135.72	0.00	950,473.28	73.18
FEES AND PERMITS	0.00	0.00	0.00	237,788.00	62,604.13	278,732.90	0.00	( 40,944.90)	117.22
LICENSES	0.00	0.00	0.00	133,053.00	2,992.50	121,162.91	0.00	11,890.09	91.06
MUNICIPAL COURT	0.00	0.00	0.00	320,884.00	35,378.79	270,345.18	0.00	50,538.82	84.25
MISCELLANEOUS	( 8.08)	8.08	0.00	388,342.00	12,737.05	450,231.47	2.06	( 61,891.53)	115.94
TRANSFERS - INTERFUND	0.00	0.00	0.00	1,464,280.00	121,523.34	1,098,594.66	0.00	365,685.34	75.03
<b>TOTAL NON-DEPARTMENTAL</b>	<b>( 8.08)</b>	<b>8.08</b>	<b>0.00</b>	<b>9,834,009.00</b>	<b>737,109.88</b>	<b>7,814,280.12</b>	<b>2.06</b>	<b>2,019,726.82</b>	<b>79.46</b>
<b>TOTAL REVENUES</b>	<b>( 8.08)</b>	<b>8.08</b>	<b>0.00</b>	<b>9,834,009.00</b>	<b>737,109.88</b>	<b>7,814,280.12</b>	<b>2.06</b>	<b>2,019,726.82</b>	<b>79.46</b>
<u>EXPENDITURE SUMMARY</u>									
NON-DEPARTMENTAL	0.00	0.00	0.00	932,190.00	62,093.33	600,759.97	0.00	331,430.03	64.45
ADMINISTRATION	499.70	499.70	0.00	1,154,378.07	93,044.03	865,453.16	3,628.23	285,296.68	75.29
INFORMATION TECHNOLOGY	0.00	0.00	0.00	457,560.60	26,032.55	362,850.38	4,727.20	89,983.02	80.33
ECONOMIC DEVELOPMENT	0.00	0.00	0.00	186,783.00	9,753.29	126,276.30	0.00	60,506.70	67.61
COMMUNITY DEVELOPMENT	22.28	22.28	0.00	674,032.00	52,119.38	505,449.38	252.54	168,330.08	75.03
ENGINEERING	121.34	121.34	0.00	420,592.00	30,653.33	323,370.96	622.62	96,598.42	77.03
STREETS	0.00	0.00	0.00	864,408.00	54,726.79	628,540.60	2,318.78	233,548.62	72.98
BUILDING & GROUNDS	5,832.79	5,832.79	0.00	374,280.20	38,841.45	272,422.92	( 4,665.98)	106,523.26	71.54
STORMWATER	0.00	0.00	0.00	301,313.00	22,886.05	226,848.09	473.58	73,991.33	75.44
COURT	0.00	0.00	0.00	124,399.00	8,563.97	90,647.48	38.99	33,712.53	72.90
FINANCE	0.00	0.00	0.00	625,566.00	41,047.51	458,758.99	3,993.94	162,813.07	73.97
COMMUNICATIONS	0.00	0.00	0.00	211,548.93	17,777.04	135,329.82	926.23	75,292.88	64.41
PROSECUTING ATTORNEY	0.00	0.00	0.00	24,940.00	2,000.00	16,000.00	2,000.00	6,940.00	72.17
POLICE	1,851.00	1,851.00	0.00	4,314,707.00	297,332.64	2,967,559.89	15,750.94	1,331,396.17	69.14
EMERGENCY MANAGEMENT	0.00	0.00	0.00	130,550.00	8,774.44	95,338.36	167.52	35,044.12	73.16
<b>TOTAL EXPENDITURES</b>	<b>8,327.11</b>	<b>8,327.11</b>	<b>0.00</b>	<b>10,797,247.80</b>	<b>765,645.80</b>	<b>7,675,606.30</b>	<b>30,234.59</b>	<b>3,091,406.91</b>	<b>71.37</b>
<b>REVENUES OVER/(UNDER) EXPENDITURES</b>	<b>( 8,335.19)</b>	<b>8,335.19</b>	<b>0.00</b>	<b>( 963,238.80)</b>	<b>( 28,535.92)</b>	<b>138,673.82</b>	<b>( 30,232.53)</b>	<b>( 1,071,680.09)</b>	<b>11.26-</b>

25 -PARK FUND  
FINANCIAL SUMMARY

	PRIOR YEAR ENDING PO BAL.	PRIOR YEAR PO ADJUST.	REMAINING PRIOR YEAR PO BALANCE	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>									
<u>NON-DEPARTMENTAL</u>									
<u>PARKS DIVISION</u>									
PROPERTY TAXES	0.00	0.00	0.00	402,780.00	775.87	400,147.18	0.00	2,632.82	99.35
MISCELLANEOUS	0.00	0.00	0.00	7,967.00	610.77	16,740.34	0.00	( 8,773.34)	210.12
FACILITY RENTAL REVENUE	0.00	0.00	0.00	6,080.00	822.50	4,552.50	0.00	1,527.50	74.88
TRANSFERS - INTERFUND	0.00	0.00	0.00	450,000.00	37,500.00	337,500.00	0.00	112,500.00	75.00
<b>TOTAL PARKS DIVISION</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>866,827.00</b>	<b>39,709.14</b>	<b>758,940.02</b>	<b>0.00</b>	<b>107,886.98</b>	<b>87.55</b>
<u>RECREATION DIVISION</u>									
CONCESSION REVENUE	0.00	0.00	0.00	62,000.00	5,780.84	47,297.24	0.00	14,702.76	76.29
FACILITY RENTAL REVENUE	0.00	0.00	0.00	22,200.00	5,735.00	25,903.75	0.00	( 3,703.75)	116.68
PROGRAM REVENUE	0.00	0.00	0.00	227,520.00	51,319.45	202,100.75	0.00	25,419.25	88.83
<b>TOTAL RECREATION DIVISION</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>311,720.00</b>	<b>62,835.29</b>	<b>275,301.74</b>	<b>0.00</b>	<b>36,418.26</b>	<b>88.32</b>
<u>CENTERVIEW</u>									
FACILITY RENTAL REVENUE	0.00	0.00	0.00	50,205.00	3,630.00	37,350.40	0.00	12,854.60	74.40
PROGRAM REVENUE	0.00	0.00	0.00	2,600.00	100.00	3,295.00	0.00	( 695.00)	126.73
<b>TOTAL CENTERVIEW</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>52,805.00</b>	<b>3,730.00</b>	<b>40,645.40</b>	<b>0.00</b>	<b>12,159.60</b>	<b>76.97</b>
<u>RAYMORE ACTIVITY CENTER</u>									
MISCELLANEOUS	0.00	0.00	0.00	2,340.00	0.00	0.00	0.00	2,340.00	0.00
CONCESSION REVENUE	0.00	0.00	0.00	7,650.00	3.00	1,802.50	0.00	5,847.50	23.56
FACILITY RENTAL REVENUE	0.00	0.00	0.00	13,050.00	127.50	2,192.50	0.00	10,857.50	16.80
PROGRAM REVENUE	0.00	0.00	0.00	146,800.00	50,705.00	126,049.51	0.00	20,750.49	85.86
<b>TOTAL RAYMORE ACTIVITY CENTER</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>169,840.00</b>	<b>50,835.50</b>	<b>130,044.51</b>	<b>0.00</b>	<b>39,795.49</b>	<b>76.57</b>
<b>TOTAL REVENUES</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>1,401,192.00</b>	<b>157,109.93</b>	<b>1,204,931.67</b>	<b>0.00</b>	<b>196,260.33</b>	<b>85.99</b>
<u>EXPENDITURE SUMMARY</u>									
PARKS DIVISION	0.00	0.00	0.00	732,989.00	61,207.60	531,147.06	10,866.39	190,975.55	73.95
RECREATION DIVISION	0.00	0.00	0.00	537,076.00	83,125.92	466,623.40	4,007.41	66,445.19	87.63
CENTERVIEW	182.79	182.79	0.00	49,255.00	2,183.36	15,135.32	311.98	33,807.70	31.36
RAYMORE ACTIVITY CENTER	0.00	0.00	0.00	81,172.00	11,163.70	38,339.31	3,999.39	38,833.30	52.16
<b>TOTAL EXPENDITURES</b>	<b>182.79</b>	<b>182.79</b>	<b>0.00</b>	<b>1,400,492.00</b>	<b>157,680.58</b>	<b>1,051,245.09</b>	<b>19,185.17</b>	<b>330,061.74</b>	<b>76.43</b>
<b>REVENUES OVER/(UNDER) EXPENDITURES</b>	<b>( 182.79)</b>	<b>182.79</b>	<b>0.00</b>	<b>700.00</b>	<b>( 570.65)</b>	<b>153,686.58</b>	<b>( 19,185.17)</b>	<b>( 133,801.41)</b>	<b>9,214.49</b>

50 -ENTERPRISE FUND  
 FINANCIAL SUMMARY

	PRIOR YEAR ENDING PO BAL.	PRIOR YEAR PO ADJUST.	REMAINING PRIOR YEAR PO BALANCE	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>									
<u>NON-DEPARTMENTAL</u>									
MISCELLANEOUS	0.00	0.00	0.00	40,107.00	3,484.84	56,821.97	0.00	( 16,714.97)	141.68
UTILITY REVENUE	0.00	0.00	0.00	7,973,028.00	647,170.95	5,590,962.73	0.00	2,382,065.27	70.12
<b>TOTAL NON-DEPARTMENTAL</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>8,013,135.00</b>	<b>650,655.79</b>	<b>5,647,784.70</b>	<b>0.00</b>	<b>2,365,350.30</b>	<b>70.48</b>
<u>DEBT SERVICE</u>									
<u>SRF SEWER BONDS</u>									
MISCELLANEOUS	0.00	0.00	0.00	8,337.00	3,336.86	11,108.12	0.00	( 2,771.12)	133.24
TRANSFERS - INTERFUND	0.00	0.00	0.00	145,000.00	0.00	96,666.64	0.00	48,333.36	66.67
<b>TOTAL SRF SEWER BONDS</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>153,337.00</b>	<b>3,336.86</b>	<b>107,774.76</b>	<b>0.00</b>	<b>45,562.24</b>	<b>70.29</b>
<b>TOTAL REVENUES</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>8,166,472.00</b>	<b>653,992.65</b>	<b>5,755,559.46</b>	<b>0.00</b>	<b>2,410,912.54</b>	<b>70.48</b>
<u>EXPENDITURE SUMMARY</u>									
<b>NON-DEPARTMENTAL</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>600,000.00</b>	<b>50,000.00</b>	<b>450,000.00</b>	<b>0.00</b>	<b>150,000.00</b>	<b>75.00</b>
WATER	5,622.50	5,032.50	590.00	3,166,261.00	235,306.09	1,882,814.43	21,343.30	1,262,103.27	60.14
SEWER	35,034.20	27,019.20	8,015.00	3,135,624.00	149,346.34	2,370,287.88	( 22,343.14)	787,679.26	74.88
SOLID WASTE	0.00	0.00	0.00	1,164,598.00	0.00	553,012.68	111,816.00	499,769.32	57.09
SRF SEWER BONDS	0.00	0.00	0.00	153,337.50	4,916.12	9,129.53	0.00	144,207.97	5.95
<b>TOTAL EXPENDITURES</b>	<b>40,656.70</b>	<b>32,051.70</b>	<b>8,605.00</b>	<b>8,219,820.50</b>	<b>439,568.55</b>	<b>5,265,244.52</b>	<b>110,816.16</b>	<b>2,843,759.82</b>	<b>65.40</b>
<b>REVENUES OVER/(UNDER) EXPENDITURES</b>	<b>( 40,656.70)</b>	<b>32,051.70</b>	<b>( 8,605.00)</b>	<b>( 53,348.50)</b>	<b>214,424.10</b>	<b>490,314.94</b>	<b>( 110,816.16)</b>	<b>( 432,847.28)</b>	<b>711.36-</b>

## Investment Monthly Report

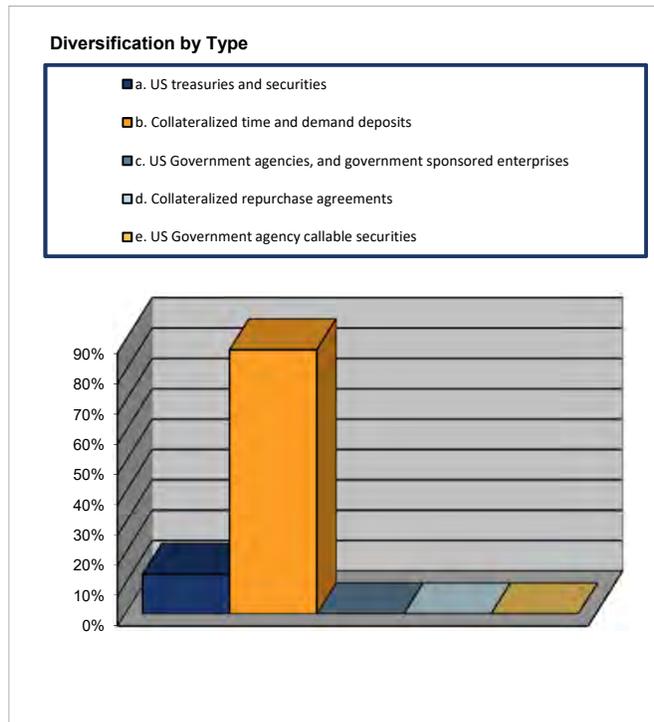
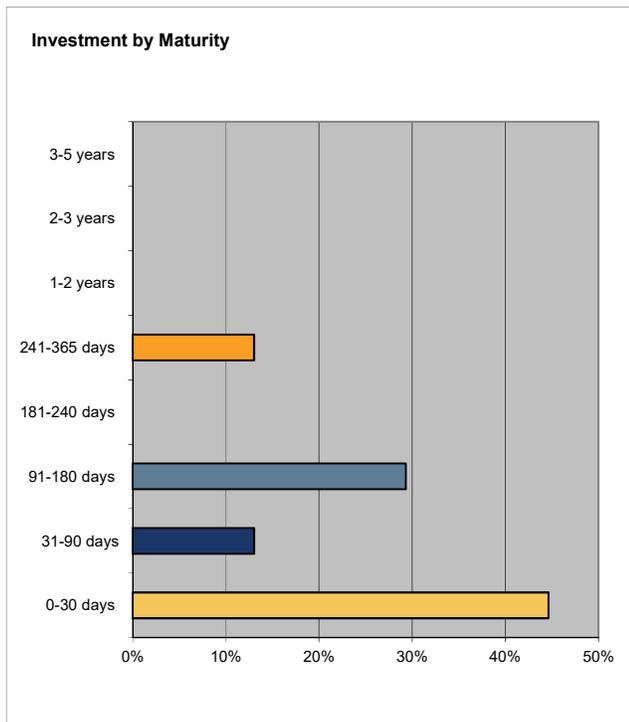
### Investments Held at 07/31/19

Purchase Date	Receipt #	Institution	Description	Restricted	Maturity Date	Principal	Par **	Yield	Market*
06/27/18	802849	CBR	CD		Fund 50 08/11/19	673,823.35	673,823.35	1.7500	673,823.35
08/24/18	108041765	Commerce	CD		08/26/19	2,000,000.00	2,000,000.00	2.3200	2,000,000.00
10/02/18	108041857	Commerce	US TREASURY		09/12/19	2,000,000.00	2,000,000.00	2.5500	2,000,000.00
11/21/18	900320	CBR	CD		11/21/19	2,000,000.00	2,000,000.00	2.7000	2,000,000.00
12/07/18		NASB	CD		12/09/19	2,500,000.00	2,500,000.00	2.8000	2,500,000.00
10/18/12		MOSIP	MOSIP POOLE- GENERAL FUND		NA	2,090,942.52	2,090,942.52	2.4100	2,090,942.52
06/03/16		MOSIP	MOSIP POOLE - GO BOND	GO Bond	NA	1,001,248.43	1,001,248.43	2.4100	1,001,248.43
09/01/16		MOSIP	MOSIP POOLE - GO BOND	GO Bond	NA	1,086,393.11	1,086,393.11	2.4100	1,086,393.11
05/03/19	900656	CBR	CD		05/03/20	2,000,000.00	2,000,000.00	2.3100	2,000,000.00
<b>Investment Total</b>						<b>15,352,407.41</b>	<b>15,352,407.41</b>		<b>15,352,407.41</b>

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

**Average Annual Rate of Return: 2.4758**

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



#### Listing of Investments Matured During the Month

Month	Receipt #	Institution	Description	Restricted	Maturity Date	Principal	Par **	Yield	Days Held
Average Rate of Return on Maturities:									

## July Grant Summary

New Grant Applications	Grantor	Award Amt. Requested / Match Required	Project / Item	Notification Timeline	Awarded / Denied

Current Grant Awards:	Grantor	Award Amt. / Match Required	Eligible Amount Expended to Date	Awards/ Reimbursements Rec'd. to Date	Grant Deadline
<b>Police:</b>					
State & Community Hwy. Safety Grant - DWI (Oct. 2018 - Sept. 2019)	MoDOT (Traffic & Hwy. Safety Division)	\$8,000.00 (no match)	\$4,292.30	\$3,368.54	9/30/19
State & Community Hwy. Safety Grant - HMV (Oct. 2018 - Sept. 2019)	MoDOT (Traffic & Hwy. Safety Division)	\$5,500.00 (no match)	\$3,203.44	\$2,437.00	9/30/19
<b>Parks:</b>					
Recreational Amenity Cost Sharing Program - Community Assistance Program (CAPS)	MO Dept of Conservation	\$178,000 (75% Contribution by CAPS)	\$0.00	\$0.00	As Project is Complete
<b>Emergency Management:</b>					
Emergency Mgmt. Performance Grant - 2019 (Jan. - Dec. 2019)	FEMA	\$54,788.31 (50% match)	\$24,091.11	\$0.00	12/31/19
<b>Community Development:</b>					
Community Development	AARP	\$15,000	\$12,349.52	\$15,000.00	11/05/2018

Past Grant Awards:	Grantor	Award Amount / Match Req'd.	Eligible Amount Expended to Date	Awards/ Reimbursements Rec'd. to Date	Grant Deadline
Emergency Mgmt. Performance Grant - 2018 (Jan. - Dec. 2018)	FEMA	\$52,878.80 (50% match)	\$50,872.35	\$50,872.35	12/31/18



# **Consent Agenda**



**THE RAYMORE CITY COUNCIL MET IN REGULAR SESSION MONDAY, AUGUST 12, 2019 IN COUNCIL CHAMBERS AT 100 MUNICIPAL CIRCLE, RAYMORE, MISSOURI. MEMBERS PRESENT: MAYOR TURNBOW, COUNCILMEMBERS ABDELGAWAD, BARBER, BERENDZEN, BURKE, CIRCO, HOLMAN, JACOBSON, AND TOWNSEND, CITY MANAGER JIM FEUERBORN, CITY ATTORNEY JONATHAN ZERR, AND CITY STAFF MEMBERS.**

- 1. Call To Order.** Mayor Turnbow called the regular meeting to order at 7:00 p.m.
- 2. Roll Call.** City Clerk Jeanie Woerner called roll; quorum present to conduct business. Councilmember Berendzen entered the meeting following roll call.
- 3. Pledge of Allegiance.**
- 4. Presentations/Awards.**
- 5. Personal Appearances.**

Ron Winslow, 13613 12th St., Grandview, Missouri, spoke to the removal of a dead tree in the right of way adjacent to the China Star Restaurant located at 1918 W. Foxwood Dr. Speaking on behalf of the business owner, he stated the property owner has billed the business owner for the removal of a tree and he is requesting the City pay for the expense.

#### **6. Staff Reports.**

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

Chief of Police Jan Zimmerman outlined back to school safety tips for residents and school aged children. Members of the department recently attended a refresher course on active shooter safety. She answered general questions from Council.

City Manager Jim Feuerborn provided agenda items for the August 19 work session. He noted the summer time (6:30 p.m.) will resume back to regular time at 7:00 p.m.

#### **7. Committee Reports.**

#### **8. Consent Agenda.**

##### **A. City Council Minutes, July 22, 2019**

##### **B. Resolution 19-44, Re-appointment of Laura Richardson to the Arts Commission**

##### **C. Resolution 19-45, Re-appointment of James Gribble to the Arts Commission**

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

**DISCUSSION:** None

**VOTE:**

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

## **9. Unfinished Business. Second Readings.**

### **A. Award of Contract - Dean Avenue Meter Vault Project**

**BILL 3475: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH BREIT CONSTRUCTION LLC FOR THE DEAN AVE METER VAULT PROJECT, CITY PROJECT NUMBER 19-899-501, IN THE AMOUNT OF \$65,838 AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS."**

City Clerk Jeanie Woerner conducted the second reading of Bill 3475 by title only.

**MOTION:** By Councilmember Holman, second by Councilmember Barber to approve the second reading of Bill 3475 by title only.

**DISCUSSION:** none

**VOTE:**

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

Mayor Turnbow announced the motion carried and declared Bill 3475 as **Raymore City Ordinance 2019-056.**

### **B. FY 2019 Budget Amendment - Dean Avenue Meter Vault**

**BILL 3477: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING AN AMENDMENT TO THE FISCAL YEAR 2019 CAPITAL BUDGET TO**

**PROVIDE ADDITIONAL FUNDING SUPPORT FOR THE DEAN AVENUE METER VAULT PROJECT. ”**

City Clerk Jeanie Woerner conducted the second reading of Bill 3477 by title only.

**MOTION:** By Councilmember Holman, second by Councilmember Barber to approve the second reading of Bill 3477 by title only.

**DISCUSSION:** None

<b>VOTE:</b>	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Berendzen	Aye
	Councilmember Burke, III	Aye
	Councilmember Circo	Aye
	Councilmember Holman	Aye
	Councilmember Jacobson	Aye
	Councilmember Townsend	Aye

Mayor Turnbow announced the motion carried and declared Bill 3477 as **Raymore City Ordinance 2019-057.**

**10. New Business. First Readings.**

**A. Setting the 2019 Tax Levy (public hearing)**

**BILL 3482: “AN ORDINANCE PURSUANT TO SECTION 67.110 OF THE REVISED STATUTES OF MISSOURI LEVYING GENERAL AND SPECIAL TAXES IN THE CITY OF RAYMORE, MISSOURI, FOR THE YEAR 2019.”**

City Clerk Jeanie Woerner conducted the first reading of Bill 3482 by title only.

Mayor Turnbow opened the public hearing at 7:18 p.m. and called for a staff report.

Finance Director Elisa Williams provided a review of the staff report included in the Council packet. State law requires each political subdivision in the state, except counties, to fix their ad valorem property tax rates not later than Sept. 1 for entry in the tax books. Should any political subdivision whose taxes are collected by the county collector of revenue fail to fix its ad valorem property tax rate by Sept. 1, then no tax rate other than the rate, if any, necessary to pay the interest and principal on any outstanding bonds shall be certified for that year. The staff memo explains how the proposed levies for the coming year were derived. The proposed 2019 levy, based upon the principle of revenue neutrality mandated by the Hancock Amendment, is \$1.2497 per \$100 of assessed valuation. This is based on final assessment information received from Cass County.

<u>2018</u>		<u>2019</u>
\$0.4480	General Fund Operating	\$0.4197
\$0.1206	Park Fund Operating	\$0.1130
<u>\$0.7170</u>	Debt Service Fund	<u>\$0.7170</u>
\$1.2856	Tax Levy	\$1.2497

Finance Director Elisa Williams and City Manager Jim Feuerborn answered general questions from the Mayor and Council.

Mayor Turnbow opened the floor for public comment and hearing none, closed the public hearing at 7:20 p.m.

**MOTION:** By Councilmember Holman, second by Councilmember Barber to approve the first reading of Bill 3482 by title only.

**DISCUSSION:** Councilmember Holman explained that even though with the increased in assessed valuation this year, residents should see a decrease in taxes due to the revenue neutrality as outlined under the Hancock amendment.

**VOTE:**

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

#### **B. Foxwood Drive Right-Turn Lane Reimbursement Agreement**

**BILL 3479: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO A STREET IMPROVEMENT REIMBURSEMENT AGREEMENT WITH HY-VEE, INC. TO CONSTRUCT A RIGHT-TURN LANE FOR EASTBOUND FOXWOOD DRIVE AT ITS INTERSECTION WITH FOX RIDGE DRIVE."**

City Clerk Jeanie Woerner conducted the first reading of Bill 3479 by title only.

Development Services Director Jim Cadoret provided a review of the staff report included in the Council packet. To improve safety and functionality of vehicles traveling through the intersection of Foxwood Drive and Fox Ridge Drive as has been discussed by staff and City Engineer, the proposed FY 2020 Capital Improvement Program calls for the construction of a right-turn lane for eastbound traffic on Foxwood Drive at its intersection with Fox Ridge Drive. As part of the construction of a new Hy Vee, Fast and Fresh Market Store, road improvements will be made to provide access to its site on the southwest corner of the intersection. HyVee plans to construct two public roads adjacent to the site on the

west and south, and will construct a right-turn lane for southbound traffic on Fox Ridge Drive into the site. To minimize disruption to vehicle traffic due to road construction activity and to achieve coordination of the timing of the road projects, City staff is requesting the City enter into a reimbursement agreement to allow HyVee to install the right-turn lane along Foxwood Drive as part of its store construction project. HyVee will be reimbursed up to \$800,000 for the cost of construction of the Foxwood Drive turn lane. This project is being done in a similar manner to the agreements to extend Johnson Drive and Foxridge Drive while the developers were doing similar work in those areas. He answered general questions of clarification from Council.

**MOTION:** By Councilmember Holman, second by Councilmember Barber to approve the first reading of Bill 3479 by title only.

**DISCUSSION:** None

<b>VOTE:</b>	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Berendzen	Aye
	Councilmember Burke, III	Aye
	Councilmember Circo	Aye
	Councilmember Holman	Aye
	Councilmember Jacobson	Aye
	Councilmember Townsend	Aye

### **C. Financial Disclosure Ordinance**

**BILL 3478: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, ESTABLISHING A PROCEDURE TO DISCLOSE POTENTIAL CONFLICTS OF INTEREST AND SUBSTANTIAL INTERESTS FOR CERTAIN OFFICIALS AND CANDIDATES FOR ELECTIVE OFFICES."**

City Clerk Jeanie Woerner conducted the first reading of Bill 3478 by title only.

City Clerk Jeanie Woerner provided a review of the staff report included in the Council packet. Missouri law requires political subdivisions with operating budgets over one million dollars to adopt an Ordinance at an open meeting making public its method of disclosing potential conflicts of interest. The only officials required to file a financial disclosure statement for the following year are the chief purchasing officer, the chief administrative officer, employees and elected officials who have had a transaction of more than \$500 with the political subdivision.

**MOTION:** By Councilmember Holman, second by Councilmember Barber to approve the first reading of Bill 3478 by title only.

**DISCUSSION:** None

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

**D. Award of Contract - Bulk Road Salt**

**BILL 3480: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH CENTRAL SALT, LLC. FOR SUPPLY/DELIVERY OF BULK ROAD SALT."**

City Clerk Jeanie Woerner conducted the first reading of Bill 3480 by title only.

Public Works Director Mike Krass provided a review of the staff report included in the Council packet. Staff prepared a Request for Bid (RFB) to provide delivery of bulk road salt to the City. Five vendors responded to the notice for bid and requested documents. One bid was received with four vendors submitting "no bids". Staff checked references for work recently performed for other public agencies. There were no issues or concerns about the work performed. Staff recommends award of the contract to Central Salt, LLC.

**MOTION:** By Councilmember Holman, second by Councilmember Barber to approve the first reading of Bill 3480 by title only.

**DISCUSSION:** None

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

**E. Award of Contract - Owen Good Force Main Project**

**BILL 3481: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH REDFORD CONSTRUCTION CO. FOR THE OWEN GOOD FORCE MAIN PROJECT, CITY PROJECT NUMBER 19-326-201, IN THE AMOUNT OF \$563,180 AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS."**

City Clerk Jeanie Woerner conducted the first reading of Bill 3481 by title only.

Public Works Director Mike Krass provided a review of the staff report included in the Council packet. This project involves the replacement of sections of the existing 24-inch ductile iron force main. Redford Construction Co. was determined to be the lowest and best bidder. Staff recommends the contract for the Owen Good Force Main Project to be awarded to Redford Construction Co.

**MOTION:** By Councilmember Holman, second by Councilmember Barber to approve the first reading of Bill 3481 by title only.

**DISCUSSION:** None

<b>VOTE:</b>	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Berendzen	Aye
	Councilmember Burke, III	Aye
	Councilmember Circo	Aye
	Councilmember Holman	Aye
	Councilmember Jacobson	Aye
	Councilmember Townsend	Aye

### **11. Public Comments.**

### **12. Mayor/Council Communication.**

Mayor Turnbow and Councilmembers thanked Chief Zimmerman for the back to school safety information.

Councilmember Jacobson acknowledged comments heard from his constituents regarding the proposed development at Dean Ave. and North Cass Parkway.

Councilmember Barber thanked the citizen volunteers who were reappointed to the Arts Commission as well as all Board and Commission volunteers.

Councilmember Holman addressed the misperception of property owners identifying responsibility of right of way incorrectly.

Councilmember Berendzen thanked Elisa Williams for her staff report on the tax levy.

Mayor Turnbow announced there would be no executive session.

### **13. Adjournment.**

**MOTION:** By Councilmember Holman, second by Councilmember Barber to adjourn.

**DISCUSSION:** None

<b>VOTE:</b>	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Berendzen	Aye
	Councilmember Burke, III	Aye
	Councilmember Circo	Aye
	Councilmember Holman	Aye
	Councilmember Jacobson	Aye
	Councilmember Townsend	Aye

The regular meeting of the Raymore Council adjourned at 7:44 p.m.

Respectfully submitted,

Jeanie Woerner  
City Clerk

**RESOLUTION 19-46**

**"A RESOLUTION OF THE CITY OF RAYMORE, MISSOURI, ACCEPTING THE RECREATION PARK PEDESTRIAN BRIDGE PROJECT."**

**WHEREAS**, the Contract specifies that funds be retained until satisfactory completion of the project; and

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

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

Section 1. The Recreation Park Pedestrian Bridge Project is accepted.

Section 2. The final payment in the amount of \$11,610 is approved.

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

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

**DULY READ AND PASSED THIS 26TH DAY OF AUGUST, 2019, BY THE FOLLOWING VOTE:**

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

ATTEST:

APPROVE:

\_\_\_\_\_  
Jean Woerner, City Clerk

\_\_\_\_\_  
Kristofer P. Turnbow, Mayor

\_\_\_\_\_  
Date of Signature



**RESOLUTION 19-48**

**"A RESOLUTION OF THE CITY OF RAYMORE, MISSOURI, ACCEPTING THE PUBLIC IMPROVEMENTS OF HERITAGE HILLS 6TH PLAT."**

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

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

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

Section 1. The Public Improvements for Heritage Hills 6th Plat are hereby accepted.

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

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

**DULY READ AND PASSED THIS 26TH DAY OF AUGUST, 2019, BY THE FOLLOWING VOTE:**

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

ATTEST:

APPROVE:

\_\_\_\_\_  
Jean Woerner, City Clerk

\_\_\_\_\_  
Kristofer P. Turnbow, Mayor

\_\_\_\_\_  
Date of Signature



# **Unfinished Business**





**CITY OF RAYMORE**  
**AGENDA ITEM INFORMATION FORM**

DATE: Aug. 12, 2019

SUBMITTED BY: Elisa Williams

DEPARTMENT: Finance

<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 3482: Setting the 2019 Tax Levy

**STRATEGIC PLAN GOAL/STRATEGY**

4.3 Ensure Fiscal Discipline and Good Stewardship of Public Resources

**FINANCIAL IMPACT**

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

**PROJECT TIMELINE**

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

**STAFF RECOMMENDATION**

Approval

**OTHER BOARDS & COMMISSIONS ASSIGNED**

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

**LIST OF REFERENCE DOCUMENTS ATTACHED**

2019 State Auditors Calculation  
2019 Notice of Aggregate Assessed Valuation

REVIEWED BY:

Jim Feuerborn

## BACKGROUND / JUSTIFICATION

Cass County has provided to the City of Raymore the final and equalized assessed values of real and personal property located within the city limits.

The total assessed values for property within the city limits are reviewed in May and June by the County. In “even” years (like last year) the property is simply reviewed to add growth, i.e. new properties that have come onto the rolls since last year. In “odd” years (like this year, 2019), the County assesses the properties to account for changes in value. So in even years the total city valuation changes to reflect only growth, while in odd years the total city valuation changes due to both growth and change in the values of existing properties.

The basic theory of the Hancock Amendment is that City revenue from property tax in the operating funds (General and Parks) should be neutral from year to year for non-growth related increases in assessments. Therefore, as non-growth related property assessments increase, levies typically decrease.\* Conversely, if non-growth related property assessments decrease in any given year, Hancock provides that the levies may increase in order to result in revenue neutrality.

Computations have been completed by the State Auditor’s office, based on the information received from the County (2nd- Report – After Board of Equalization), to determine the levies which may be set in each of the funds in order to be revenue-neutral. Based on the results of these computations, the levy that could be assessed in the General Fund to be revenue-neutral is 0.4197, and the levy that could be assessed in the Park Fund to be revenue-neutral is 0.1130.

The debt service levy for this year is at the same amount as last year 0.7170.

Based on the information provided by the County and the State Auditor’s calculation the 2019 Tax Levy is recommended to be \$1.2497 in total.

**BILL 3482**

**ORDINANCE**

**“AN ORDINANCE PURSUANT TO SECTION 67.110 OF THE REVISED STATUTES OF MISSOURI LEVYING GENERAL AND SPECIAL TAXES IN THE CITY OF RAYMORE, MISSOURI, FOR THE YEAR 2019.”**

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

Section 1. For the support of the government of the City of Raymore, Missouri, and to meet contractual obligations of said City for the year 2019, General and Special taxes are hereby levied upon all subjects and objects of taxation within the corporate limits of the City of Raymore, Missouri, as follows:

**FOR GENERAL PURPOSES:** FORTY-ONE AND NINETY-SEVEN HUNDREDTHS CENTS (\$0.4197) PER ONE HUNDRED DOLLARS (\$100) ASSESSED VALUATION

Section 2. The rate of tax for the Sinking Fund Levy upon all subjects and objects of taxation for the year 2019, in the City of Raymore, Missouri, for the General Obligation Bonds principal and interest payment shall be as follows:

**FOR THE SINKING FUND:** SEVENTY-ONE AND SEVENTY HUNDREDTHS CENTS (\$0.7170) PER ONE HUNDRED DOLLARS (\$100) ASSESSED VALUATION

Section 3. The rate of tax for the Park Levy upon all subjects and objects of taxation for the year 2019, in the City of Raymore, Missouri, for the maintenance and improvement of the city parks shall be as follows:

**FOR PARK LEVY:** ELEVEN AND THIRTY HUNDREDTHS CENTS (\$0.1130) PER ONE HUNDRED DOLLARS (\$100) ASSESSED VALUATION

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

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

**DULY READ THE FIRST TIME THIS 12TH DAY OF AUGUST, 2019.**

**BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 26TH DAY OF AUGUST, 2019, BY THE FOLLOWING VOTE:**

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

ATTEST:

APPROVE:

\_\_\_\_\_  
Jean Woerner, City Clerk

\_\_\_\_\_  
Kristofer P. Turnbow, Mayor

\_\_\_\_\_  
Date of Signature

# NOTICE OF AGGREGATE ASSESSED VALUATION

(2ND REPORT AFTER B.O.E. 7-22-2019)

As required by Section 137.245.3, I, Jeff Fletcher, County Clerk of Cass County, State of Missouri, do hereby certify that the following is the Aggregate Assessed Valuation of the

## CITY OF RAYMORE

a political subdivision in Cass County, for the year 2019 as shown on the assessment lists on JULY, 23 2019. Included are state and local railroad and utility valuations as reported by the State Tax Commission and the Cass County Assessor for your political subdivision.

Real Estate, Residential -	\$	287,450,835
Real Estate, Agricultural -		373,340
Real Estate, Commercial -		25,475,880
Real Estate, Local Utilities -		15,261
Real Estate, State Utilities -		<u>7,449,575</u>
<b>TOTAL REAL ESTATE -</b>	<b>\$</b>	<b><u>320,764,891</u></b>
Personal Property -	\$	54,267,444
Personal Property, Local Utilities -		15,897
Personal Property, State Utilities -		<u>892,214</u>
<b>TOTAL PERSONAL Property -</b>	<b>\$</b>	<b><u>55,175,555</u></b>
<b>TOTAL ASSESSED VALUE -</b>	<b>\$</b>	<b><u>375,940,446</u></b>

This information is transmitted to assist you in complying with Section 67.110, RSMo, which requires that notice be given and public hearings held before tax rates are set. The above figures include state and locally assessed railroad and utility valuations that have been prepared by the County Clerk's Office.

## New Construction and Improvements

The following data has been provided by the County Assessor's Office:

Related to Real Estate -	\$	8,883,186
Increase in Personal Property-		<u>2,934,879</u>
<b>TOTAL -</b>	<b>\$</b>	<b><u>11,818,065</u></b>

In witness whereof, I have hereunto set my hand and affixed the seal of the County Commission of Cass County at my office in Harrisonville this 26th day of July, 2019



  
Jeff Fletcher  
Cass County Clerk



**NICOLE GALLOWAY, CPA**  
Missouri State Auditor

**MEMORANDUM**

July 31, 2019

**TO:** 09-019-0014 City of Raymore  
**RE:** Setting of 2019 Property Tax Rates

The following are the tax rate computational forms that have been reviewed. Please follow the steps below to complete the process of setting your 2019 Property Tax Rate(s).

1. **Lines G - BB on the Summary Page should be completed** to show the actual tax rate(s) to levy.
2. Please **sign and date the Summary Page.**
3. Please **submit the finalized tax rate forms ready for certification to the County Clerk of each county** that your political subdivision resides in. The County Clerk must also sign the Summary Page and indicate the proposed tax rate to be entered on the tax books before submitting rate(s) to the State Auditor's Office for final review and certification.

If the attached calculation differs from the questionnaire submitted for review, please review the following line items for the reason(s) for the difference.

- **Form A, Line 2b - New Construction & Improvements - Personal Property**

Section 137.073.4, RSMo, states that the aggregate increase in valuation of personal property for the current year over that of the previous year is the equivalent of the new construction and improvements factor for personal property.

- **Form A, Line 5 - Prior Year Assessed Valuation**

If the 2019 questionnaire has a different amount on Form A, Line 5 than was previously submitted, we had to revise the 2018 calculation for this change. The revised 2018 tax rate ceiling is listed on the 2019 Summary Page, Line A. Your primary County Clerk should forward a copy of the revised 2018 calculation; please keep this form for your files.

- **(SCHOOL DISTRICTS ONLY) Form A, Line 14**

We revised the information the school district submitted on Line 14 to the amount computed by the Department of Elementary and Secondary Education (DESE).

If you have any questions about the enclosed forms, please contact the local government section at (573-751-4213.)



Summary Page

For Political Subdivisions Other Than School Districts Levying a Single Rate on All Property

City of Raymore 09-019-0014 General Revenue
Name of Political Subdivision Political Subdivision Code Purpose of Levy

The final version of this form MUST be sent to the county clerk.

The information to complete the Summary Page is available from prior year forms, computed on the attached forms, or computed on this page. Information on this page takes into consideration any voluntary reduction(s) taken in previous even numbered year(s). If in an even numbered year, the political subdivision wishes to no longer use the lowered tax rate ceiling to calculate its tax rate, it can hold a public hearing and pass a resolution, a policy statement, or an ordinance justifying its action prior to setting and certifying its tax rate. The information in the Informational Data, at the end of these forms, provides the rate that would be allowed had there been no previous voluntary reduction(s) taken in an even numbered year(s).

For Political Subdivision Use in Calculating its Tax Rate

- A. Prior year tax rate ceiling as defined in Chapter 137, RSMo, revised if the prior year data changed or a voluntary reduction was taken in a non-reassessment year (Prior year Summary Page, Line F minus Line H in odd numbered year or prior year Summary Page, Line F in even numbered year) 0.4480
B. Current year rate computed pursuant to Article X, Section 22, of the Missouri Constitution and Section 137.073, RSMo, if no voter approved increase (Form A, Line 18) 0.4197
C. Amount of rate increase authorized by voters for current year if same purpose, adjusted to provide the revenue available if applied to the prior year assessed value and increased by the percentage of CPI (Form B, Line 15)
D. Rate to compare to maximum authorized levy to determine tax rate ceiling (Line B if no election, otherwise Line C) 0.4197
E. Maximum authorized levy the most recent voter approved rate 1.0000
F. Current year tax rate ceiling maximum legal rate to comply with Missouri laws Political subdivisions tax rate (Lower of Line D or E) 0.4197
G1. Less required sales tax reduction taken from tax rate ceiling (Line F), if applicable
G2. Less 20% required reduction 1st class charter county political subdivision NOT submitting an estimated non-binding tax rate to the county(ies) taken from tax rate ceiling (Line F)
H. Less voluntary reduction by political subdivision taken from the tax rate ceiling (Line F) WARNING: A voluntary reduction taken in an even numbered year will lower the tax rate ceiling for the following year.
I. Plus allowable recoupment rate added to tax rate ceiling (Line F) If applicable, attach Form G or H.
J. Tax rate to be levied (Line F - Line G1 - Line G2 - Line H + Line I)
AA. Rate to be levied for debt service, if applicable (Form C, Line 10)
BB. Additional special purpose rate authorized by voters after the prior year tax rates were set, adjusted to provide the revenue available if applied to the prior year assessed value and increased by the percentage of CPI (Form B, Line 15 if a different purpose)

Certification

I, the undersigned, (Office) of (Political Subdivision) levying a rate in (County(ies)) do hereby certify that the data set forth above and on the accompanying forms is true and accurate to the best of my knowledge and belief.

Please complete Line G through BB, sign this form, and return to the county clerk(s) for final certification.

Form with fields for Date, Signature, Print Name, and Telephone.

Proposed rate to be entered on tax books by county clerk

based on certification from the political subdivision: Lines J AA BB

Section 137.073.7 RSMo, states that no tax rate shall be extended on the tax rolls by the county clerk unless the political subdivision has complied with the foregoing provisions of this section.

Form with fields for Date, County Clerk's Signature, County, and Telephone.



**Form A**

**For Political Subdivisions Other Than School Districts Levying a Single Rate on All Property**

City of Raymore	09-019-0014	General Revenue
_____ Name of Political Subdivision	_____ Political Subdivision Code	_____ Purpose of Levy

**The final version of this form MUST be sent to the county clerk.**

Computation of reassessment growth and rate for compliance with Article X, Section 22, and Section 137.073, RSMo.

**1. (2019) Current year assessed valuation**

Include the current state and locally assessed valuation obtained from the county clerk, county assessor, or comparable office finalized by the local board of equalization.

(a) <u>320,764,891</u>	+	(b) <u>55,175,555</u>	=	<u>375,940,446</u>
(Real Estate)		(Personal Property)		(Total)

**2. Assessed valuation of new construction & improvements**

2(a) - Obtained from the county clerk or county assessor

2(b) - increase in personal property, use the formula listed under Line 2(b)

(a) <u>8,883,186</u>	+	(b) <u>2,934,879</u>	=	<u>11,818,065</u>
(Real Estate)		Line 1(b) - 3(b) - 5(b) + 6(b) + 7(b) If Line 2b is negative, enter zero		(Total)

**3. Assessed value of newly added territory**

obtained from the county clerk or county assessor

(a) <u>0</u>	+	(b) <u>0</u>	=	<u>0</u>
(Real Estate)		(Personal Property)		(Total)

**4. Adjusted current year assessed valuation**

(Line 1 total - Line 2 total - Line 3 total)

364,122,381

**5. (2018) Prior year assessed valuation**

Include prior year state and locally assessed valuation obtained from the county clerk, county assessor, or comparable office finalized by the local board of equalization.

NOTE: If this is different than the amount on the prior year Form A, Line 1, then revise the prior year tax rate form to recalculate the prior year tax rate ceiling. Enter the revised prior year tax rate ceiling on this year's Summary Page, Line A.

(a) <u>282,513,915</u>	+	(b) <u>52,240,676</u>	=	<u>334,754,591</u>
(Real Estate)		(Personal Property)		(Total)

**6. Assessed value of newly separated territory**

obtained from the county clerk or county assessor

(a) <u>0</u>	+	(b) <u>0</u>	=	<u>0</u>
(Real Estate)		(Personal Property)		(Total)

**7. Assessed value of property locally assessed in prior year, but state assessed in current year**

obtained from the county clerk or county assessor

(a) <u>0</u>	+	(b) <u>0</u>	=	<u>0</u>
(Real Estate)		(Personal Property)		(Total)

**8. Adjusted prior year assessed valuation**

(Line 5 total - Line 6 total - Line 7 total)

334,754,591



Form A

For Political Subdivisions Other Than School Districts Levying a Single Rate on All Property

City of Raymore 09-019-0014 General Revenue
Name of Political Subdivision Political Subdivision Code Purpose of Levy

The final version of this form MUST be sent to the county clerk.

Computation of reassessment growth and rate for compliance with Article X, Section 22, and Section 137.073, RSMo.

Information on this page takes into consideration any voluntary reduction(s) taken in previous even numbered year(s). If in an even numbered year, the political subdivision wishes to no longer use the lowered tax rate ceiling to calculate its tax rate, it can hold a public hearing and pass a resolution, a policy statement, or an ordinance justifying its action prior to setting and certifying its tax rate. The information in the Informational Data, at the end of these forms, provides the rate that would be allowed had there been no previous voluntary reduction(s) taken in an even numbered year(s).

For Political Subdivision Use in Calculating its Tax Rate

Table with 2 columns: Description and Value. Rows include: 9. Percentage increase in adjusted valuation (8.7729%), 10. Increase in Consumer Price Index (CPI) (1.9000%), 11. Adjusted prior year assessed valuation (334,754,591), 12. (2018) Tax rate ceiling from prior year (0.4480), 13. Maximum prior year adjusted revenue (1,499,701), 14. Permitted reassessment revenue growth (1.9000%), 15. Additional revenue permitted (28,494), 16. Total revenue permitted in current year (1,528,195), 17. Adjusted current year assessed valuation (364,122,381), 18. Maximum tax rate permitted by Article X, Section 22, and Section 137.073, RSMo (0.4197).

\* To compute the total property tax revenues billed for the current year (including revenues from all new construction and improvements and annexed property), multiply Line 1 by the rate on Line 18 and divide by 100. The property tax revenues billed would be used in estimating budgeted revenues.



Summary Page

For Political Subdivisions Other Than School Districts Levying a Single Rate on All Property

City of Raymore 09-019-0014 Parks & Recreation
Name of Political Subdivision Political Subdivision Code Purpose of Levy

The final version of this form MUST be sent to the county clerk.

The information to complete the Summary Page is available from prior year forms, computed on the attached forms, or computed on this page. Information on this page takes into consideration any voluntary reduction(s) taken in previous even numbered year(s). If in an even numbered year, the political subdivision wishes to no longer use the lowered tax rate ceiling to calculate its tax rate, it can hold a public hearing and pass a resolution, a policy statement, or an ordinance justifying its action prior to setting and certifying its tax rate. The information in the Informational Data, at the end of these forms, provides the rate that would be allowed had there been no previous voluntary reduction(s) taken in an even numbered year(s).

For Political Subdivision Use in Calculating its Tax Rate

- A. Prior year tax rate ceiling as defined in Chapter 137, RSMo, revised if the prior year data changed or a voluntary reduction was taken in a non-reassessment year (Prior year Summary Page, Line F minus Line H in odd numbered year or prior year Summary Page, Line F in even numbered year) 0.1206
B. Current year rate computed pursuant to Article X, Section 22, of the Missouri Constitution and Section 137.073, RSMo, if no voter approved increase (Form A, Line 18) 0.1130
C. Amount of rate increase authorized by voters for current year if same purpose, adjusted to provide the revenue available if applied to the prior year assessed value and increased by the percentage of CPI (Form B, Line 15)
D. Rate to compare to maximum authorized levy to determine tax rate ceiling (Line B if no election, otherwise Line C) 0.1130
E. Maximum authorized levy the most recent voter approved rate 0.1500
F. Current year tax rate ceiling maximum legal rate to comply with Missouri laws Political subdivisions tax rate (Lower of Line D or E) 0.1130
G1. Less required sales tax reduction taken from tax rate ceiling (Line F), if applicable
G2. Less 20% required reduction 1st class charter county political subdivision NOT submitting an estimated non-binding tax rate to the county(ies) taken from tax rate ceiling (Line F)
H. Less voluntary reduction by political subdivision taken from the tax rate ceiling (Line F) WARNING: A voluntary reduction taken in an even numbered year will lower the tax rate ceiling for the following year.
I. Plus allowable recoupment rate added to tax rate ceiling (Line F) If applicable, attach Form G or H.
J. Tax rate to be levied (Line F - Line G1 - Line G2 - Line H + Line I)
AA. Rate to be levied for debt service, if applicable (Form C, Line 10)
BB. Additional special purpose rate authorized by voters after the prior year tax rates were set, adjusted to provide the revenue available if applied to the prior year assessed value and increased by the percentage of CPI (Form B, Line 15 if a different purpose)

Certification

I, the undersigned, (Office) of (Political Subdivision) levying a rate in (County(ies)) do hereby certify that the data set forth above and on the accompanying forms is true and accurate to the best of my knowledge and belief.

Please complete Line G through BB, sign this form, and return to the county clerk(s) for final certification.

Form with fields for Date, Signature, Print Name, and Telephone.

Proposed rate to be entered on tax books by county clerk

based on certification from the political subdivision: Lines J AA BB

Section 137.073.7 RSMo, states that no tax rate shall be extended on the tax rolls by the county clerk unless the political subdivision has complied with the foregoing provisions of this section.

Form with fields for Date, County Clerk's Signature, County, and Telephone.



**Form A**

**For Political Subdivisions Other Than School Districts Levying a Single Rate on All Property**

City of Raymore	09-019-0014	Parks & Recreation
_____ Name of Political Subdivision	_____ Political Subdivision Code	_____ Purpose of Levy

**The final version of this form MUST be sent to the county clerk.**

Computation of reassessment growth and rate for compliance with Article X, Section 22, and Section 137.073, RSMo.

**1. (2019) Current year assessed valuation**

Include the current state and locally assessed valuation obtained from the county clerk, county assessor, or comparable office finalized by the local board of equalization.

(a) <u>320,764,891</u>	+	(b) <u>55,175,555</u>	=	<u>375,940,446</u>
(Real Estate)		(Personal Property)		(Total)

**2. Assessed valuation of new construction & improvements**

2(a) - Obtained from the county clerk or county assessor

2(b) - increase in personal property, use the formula listed under Line 2(b)

(a) <u>8,883,186</u>	+	(b) <u>2,934,879</u>	=	<u>11,818,065</u>
(Real Estate)		Line 1(b) - 3(b) - 5(b) + 6(b) + 7(b) If Line 2b is negative, enter zero		(Total)

**3. Assessed value of newly added territory**

obtained from the county clerk or county assessor

(a) <u>0</u>	+	(b) <u>0</u>	=	<u>0</u>
(Real Estate)		(Personal Property)		(Total)

**4. Adjusted current year assessed valuation**

(Line 1 total - Line 2 total - Line 3 total)

364,122,381

**5. (2018) Prior year assessed valuation**

Include prior year state and locally assessed valuation obtained from the county clerk, county assessor, or comparable office finalized by the local board of equalization.

NOTE: If this is different than the amount on the prior year Form A, Line 1, then revise the prior year tax rate form to recalculate the prior year tax rate ceiling. Enter the revised prior year tax rate ceiling on this year's Summary Page, Line A.

(a) <u>282,513,915</u>	+	(b) <u>52,240,676</u>	=	<u>334,754,591</u>
(Real Estate)		(Personal Property)		(Total)

**6. Assessed value of newly separated territory**

obtained from the county clerk or county assessor

(a) <u>0</u>	+	(b) <u>0</u>	=	<u>0</u>
(Real Estate)		(Personal Property)		(Total)

**7. Assessed value of property locally assessed in prior year, but state assessed in current year**

obtained from the county clerk or county assessor

(a) <u>0</u>	+	(b) <u>0</u>	=	<u>0</u>
(Real Estate)		(Personal Property)		(Total)

**8. Adjusted prior year assessed valuation**

(Line 5 total - Line 6 total - Line 7 total)

334,754,591



Form A

For Political Subdivisions Other Than School Districts Levying a Single Rate on All Property

City of Raymore 09-019-0014 Parks & Recreation
Name of Political Subdivision Political Subdivision Code Purpose of Levy

The final version of this form MUST be sent to the county clerk.

Computation of reassessment growth and rate for compliance with Article X, Section 22, and Section 137.073, RSMo.

Information on this page takes into consideration any voluntary reduction(s) taken in previous even numbered year(s). If in an even numbered year, the political subdivision wishes to no longer use the lowered tax rate ceiling to calculate its tax rate, it can hold a public hearing and pass a resolution, a policy statement, or an ordinance justifying its action prior to setting and certifying its tax rate. The information in the Informational Data, at the end of these forms, provides the rate that would be allowed had there been no previous voluntary reduction(s) taken in an even numbered year(s).

For Political Subdivision Use in Calculating its Tax Rate

Table with 2 columns: Description and Value. Rows include: 9. Percentage increase in adjusted valuation (8.7729%), 10. Increase in Consumer Price Index (CPI) (1.9000%), 11. Adjusted prior year assessed valuation (334,754,591), 12. (2018) Tax rate ceiling from prior year (0.1206), 13. Maximum prior year adjusted revenue (403,714), 14. Permitted reassessment revenue growth (1.9000%), 15. Additional revenue permitted (7,671), 16. Total revenue permitted in current year (411,385), 17. Adjusted current year assessed valuation (364,122,381), 18. Maximum tax rate permitted by Article X, Section 22, and Section 137.073, RSMo (0.1130).

\* To compute the total property tax revenues billed for the current year (including revenues from all new construction and improvements and annexed property), multiply Line 1 by the rate on Line 18 and divide by 100. The property tax revenues billed would be used in estimating budgeted revenues.



Form C

For Political Subdivisions Other Than School Districts Levying a Single Rate on All Property

City of Raymore	09-019-0014	Debt Service
_____ Name of Political Subdivision	_____ Political Subdivision Code	_____ Purpose of Levy

The final version of this form MUST be sent to the county clerk.

Debt Service Calculation for General Obligation Bonds Paid for with Property Taxes

The tax rate for debt service will be considered valid if, after making the payment(s) for which the tax was levied, the bonds remain outstanding, and the debt fund reserves do not exceed the following year's payments.

Since the property taxes are levied and collected on a calendar year basis (January - December), it is recommended that this levy be computed using calendar year data.

1. **Total current year assessed valuation** obtained from the county clerk or county assessor (Form A, Line 1 total) 375,940,446
2. **Amount required to pay debt service requirements during the next calendar year** (i.e. Assuming the current year is year 1, use January - December year 2 payments to complete the year 1 Form C) Include the principal and interest payments due on outstanding general obligation bond issues plus anticipated fees of any transfer agent or paying agent due during the next calendar year. 2,099,185
3. **Estimated costs of collection and anticipated delinquencies (i.e. collector fees & commissions & assessment fund withholdings)**  
Experience in prior years is the best guide for estimating uncollectible taxes.  
It is usually 2% to 10% of Line 2 above. 209,919
4. **Reasonable reserve up to one year's payment** (i.e. Assuming the current year is year 1, use January - December year 3 payments to complete the year 1 Form C) It is important that the debt service fund have sufficient reserves to prevent any default on the bonds.  
Include payments for the year following the next calendar year, accounted for on Line 2. 2,117,723
5. **Total required for debt service**(Line 2 + Line 3 + Line 4) 4,426,827
6. **Anticipated balance at end of current calendar year**  
Show the anticipated bank or fund balance at December 31st of this year (this will equal the current balance minus the amount of any principal or interest due before December 31st plus any estimated investment earning due before December 31st). Do not add the anticipated collections of this tax into this amount. 1,731,402
7. **Property tax revenue required for debt service** (Line 5 - Line 6)  
Line 6 is subtracted from Line 5 because the debt service fund is only allowed to have the payments required for the next calendar year (Line 2) and the reasonable reserve of the following year's payment (Line 4). Any current balance in the fund is already available to meet these requirements so it is deducted from the total revenues required for debt service purposes. 2,695,425
8. **Computation of debt service tax rate** (Line 7 / Line 1 x 100)  
Round a fraction to the nearest one/one hundredth of a cent. 0.7170
9. **Less voluntary reduction by political subdivision**
10. **Actual rate to be levied for debt service purposes \*** (Line 8 - Line 9)  
**Enter this rate on Line AA of the Summary Page.**

\* The tax rate levied may be lower than the rate computed as long as adequate funds are available to service the debt requirements.



PRO FORMA - STATE AUDITOR'S REVIEW OF DATA SUBMITTED

Informational Data

(2019)

For Political Subdivisions Other Than School Districts Levying a Single Rate on All Property

Table with 3 columns: Name of Political Subdivision (City of Raymore), Political Subdivision Code (09-019-0014), Purpose of Levy (General Revenue)

This page shows the information that would have been on the line items for the Summary Page, Form A, and/or Form B had no voluntary reduction(s) been taken in prior even numbered year(s).

Based on Prior Year Tax Rate Ceiling as if No Voluntary Reductions were Taken

- Step 1 The governing body should hold a public hearing and adopt a resolution, a policy statement, or an ordinance justifying its action prior to setting and certifying its tax rate.
Step 2 Submit a copy of the resolution, policy statement, or ordinance to the State Auditor's Office for review.

Informational Summary Page

Table with 2 columns: Description (A-F) and Value (0.4685, 0.4389, 1.0000, 0.4389)

Informational Form A

Table with 2 columns: Description (9-18) and Value (8.7729%, 1.9000%, 334,754,591, 0.4685, 1,568,325, 1.9000%, 29,798, 1,598,123, 364,122,381, 0.4389)

Informational Form B

Table with 2 columns: Description (6-15) and Value (blank, blank, blank)



PRO FORMA - STATE AUDITOR'S REVIEW OF DATA SUBMITTED

Informational Data

(2019)

For Political Subdivisions Other Than School Districts Levying a Single Rate on All Property

Table with 3 columns: Name of Political Subdivision (City of Raymore), Political Subdivision Code (09-019-0014), Purpose of Levy (Parks & Recreation)

This page shows the information that would have been on the line items for the Summary Page, Form A, and/or Form B had no voluntary reduction(s) been taken in prior even numbered year(s).

Based on Prior Year Tax Rate Ceiling as if No Voluntary Reductions were Taken

- Step 1 The governing body should hold a public hearing and adopt a resolution, a policy statement, or an ordinance justifying its action prior to setting and certifying its tax rate.
Step 2 Submit a copy of the resolution, policy statement, or ordinance to the State Auditor's Office for review.

Informational Summary Page

Table with 2 columns: Description (A-F) and Value (0.1261, 0.1181, 0.1181, 0.1500, 0.1181)

Informational Form A

Table with 2 columns: Description (9-18) and Value (8.7729%, 1.9000%, 334,754,591, 0.1261, 422,126, 1.9000%, 8,020, 430,146, 364,122,381, 0.1181)

Informational Form B

Table with 2 columns: Description (6-15) and Value (blank lines)





**CITY OF RAYMORE**  
**AGENDA ITEM INFORMATION FORM**

DATE: August 12, 2019

SUBMITTED BY: Jim Cadoret

DEPARTMENT: Development Services

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

**TITLE / ISSUE / REQUEST**

Bill 3479: Foxwood Drive Right-turn Lane Reimbursement Agreement

**STRATEGIC PLAN GOAL/STRATEGY**

2.2.2: Create and maintain a well-connected transportation network

**FINANCIAL IMPACT**

Award To:  
Amount of Request/Contract:  
Amount Budgeted: \$800,000  
Funding Source/Account#: Fund 37: Excise Tax

**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**

Reimbursement Agreement

**REVIEWED BY:**

Jim Feuerborn

## BACKGROUND / JUSTIFICATION

To improve safety and functionality of vehicles traveling through the intersection of Foxwood Drive and Fox Ridge Drive, the proposed FY2020 Capital Improvement Program calls for the construction of a right-turn lane for eastbound traffic on Foxwood Drive at its intersection with Fox Ridge Drive.

HyVee Inc., as part of the construction of a new Fast and Fresh Market Store, will be making road improvements to provide access to its site on the southwest corner of the intersection. HyVee plans to construct two public roads adjacent to the site, Rye Drive and Brome Drive, and will construct a right-turn lane for southbound traffic on Fox Ridge Drive into the site and onto Brome Drive.

To minimize disruption to vehicle traffic due to road construction activity and to achieve coordination of the timing of the road projects, City staff desires to enter into a reimbursement agreement to allow HyVee to install the right-turn lane along Foxwood Drive as part of its store construction project. HyVee will be reimbursed up to \$800,000 for the cost of construction of the Foxwood Drive turn lane.

This project is being done in a similar manner to the agreements to extend Johnson Drive and Foxridge Drive while the developers were doing similar work in those areas.

**BILL 3479**

**ORDINANCE**

**"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO A STREET IMPROVEMENT REIMBURSEMENT AGREEMENT WITH HY-VEE, INC. TO CONSTRUCT A RIGHT-TURN LANE FOR EASTBOUND FOXWOOD DRIVE AT ITS INTERSECTION WITH FOX RIDGE DRIVE."**

**WHEREAS**, the City has identified a project in the FY20 Capital Improvement Program to install a right-turn lane for eastbound traffic on the south side of Foxwood Drive at its intersection with Fox Ridge Drive to improve traffic flow and traffic safety along the roadway; and

**WHEREAS**, Hy-Vee, Inc. intends to construct road improvements in the vicinity of the intersection to provide access to a proposed Fast and Fresh Market store that will be located at the southwest corner of the intersection of Foxwood Drive and Fox Ridge Drive, including two new public streets (Rye Drive and Brome Drive) along the west and south sides of the property and adding a right-turn lane for southbound traffic on the west side of Fox Ridge Drive to provide access to the property and access to Brome Drive; and

**WHEREAS**, to minimize disruption to vehicle traffic due to road construction activity and to achieve coordination of the timing of the road projects in the area, the City desires Hy-Vee, Inc. to design and construct the right-turn lane along Foxwood Drive as part of its store construction project; and

**WHEREAS**, the City desires to have the construction of this turn lane advanced, and to provide for reimbursement of up to \$800,000 of the construction costs for the same.

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

Section 1. The City Manager is hereby directed to enter into the Foxwood Drive Right-Turn Lane Reimbursement Agreement, attached as Exhibit A, with Hy-Vee, Inc.

Section 2. The City Manager and City Clerk are authorized to execute the reimbursement agreement.

Section 3. The City Manager is directed to take all steps necessary and appropriate to effectuate the reimbursement agreement and to pay up to, but not exceeding, \$800,000.

Section 4. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of

competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

**DULY READ THE FIRST TIME THIS 12TH DAY OF AUGUST, 2019.**

**BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 26TH DAY OF AUGUST, 2019, BY THE FOLLOWING VOTE:**

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

ATTEST:

APPROVE:

\_\_\_\_\_  
Jean Woerner, City Clerk

\_\_\_\_\_  
Kristofer P. Turnbow, Mayor

\_\_\_\_\_  
Date of Signature

## **FOXWOOD DRIVE RIGHT-TURN LANE**

### **REIMBURSEMENT AGREEMENT**

THIS REIMBURSEMENT AGREEMENT (this "Agreement") is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between THE CITY OF RAYMORE, a Missouri municipal corporation and constitutional charter city located in Cass County (the "City") and HY-VEE, INC., having a principal office at 5820 Westown Parkway in West Des Moines, Iowa (the "Developer").

### **RECITALS**

**WHEREAS**, the City has identified a project for the FY20 Capital Improvement Program to install a right-turn lane for eastbound traffic on the south side of Foxwood Drive at its intersection with Fox Ridge Drive (the "Intersection") to improve traffic flow and traffic safety along the roadway; and

**WHEREAS**, the Developer intends to construct road improvements in the vicinity of the Intersection to provide access to a proposed Hy-Vee Fast and Fresh Market store that will be located at the southwest corner of the intersection of Foxwood Drive and Fox Ridge Drive (the "Property"), including two new public streets (Rye Drive and Brome Drive) along the west and south sides of the Property and adding a right-turn lane for southbound traffic on the west side of Fox Ridge Drive to provide access to the Property and access to Brome Drive; and

**WHEREAS**, to minimize disruption to vehicle traffic due to road construction activity and to achieve coordination of the timing of the road projects in the area, the City desires the Developer to design and construct the right-turn lane along Foxwood Drive as part of its store construction project; and

**WHEREAS**, City Council consents that the Developer will enter into a contract with Olsson Associates to provide engineering services to design the road improvements and will subsequently enter into an agreement with a private contractor to construct a right-turn lane on Foxwood Drive and relocate the traffic signal pole at the southwest corner of the Intersection; and

**WHEREAS**, the City Public Works Director will review all design work and construction documents to ensure all work is completed in accordance with all Codes and Ordinances of the City of Raymore; and

**WHEREAS**, the City has available fund balance in the Excise Tax Fund for the design and construction of the right-turn lane and associated traffic signal relocation work; and

**WHEREAS**, the City Council deems it fair and appropriate that the City reimburse the Developer for costs associated with the design and construction of the right-turn lane.

## AGREEMENT

NOW, THEREFORE, in consideration of the above premises and the mutual promises and obligations of the parties hereto, each party hereby agrees as follows:

1. The Developer will enter into an agreement with Olsson Associates to provide engineering services to design the right-turn lane for eastbound traffic on the south side of Foxwood Drive at its proposed intersection with Rye Drive and with its intersection with Fox Ridge Drive, including plans for the relocation of the existing traffic signal pole, and relocation of the existing sidewalk and installation of ADA ramps at Rye Drive and Fox Ridge Drive.
2. The City Public Works Director shall review and approve the engineering and construction plans prior to commencement of any site work.
3. The Developer will enter into an agreement with a private contractor to construct the improvements identified above.
4. Reimbursement. Reimbursement under this agreement shall be made in a manner consistent with City policy, and subject to conditions deemed appropriate by the City including the following:
  - (i). The amount of reimbursement shall be based upon the actual construction costs incurred by the developer in constructing the improvements. Invoices for the work shall be submitted verifying costs incurred and are subject to acceptance by the City Engineer.
  - (ii). Per unit construction cost estimates for reimbursable items included in the improvements are attached hereto in Exhibit "A" and incorporated herein by this reference. Construction plans shall be submitted to the City, and are subject to acceptance by the City Engineer.
  - (iii). Payment for the improvements in an amount not to exceed \$800,000.00 are available in the Excise Tax Fund and will be dispersed on a monthly basis based on the value of work performed. The City will retain 5% of the value of the construction improvements until said improvements have been approved and accepted by the City Council.
  - (iv). In the event there are funds remaining, after all of the improvements associated with construction of the right-turn lane along Foxwood Drive are completed, from the City's allocation of \$800,000 towards the project cost, the remaining funds may be utilized towards the construction of the median on Fox Ridge Drive that will create the traffic lanes to allow left-turn movements for northbound traffic on Fox Ridge Drive at its intersection with Foxwood Drive.
5. Notices. Any notice, demand, or other communication required by this Agreement to be given by either party hereto to the other shall be in writing and

shall be sufficiently given or delivered if dispatched by certified United States First Class Mail, postage prepaid, or delivered personally,

(i). In the case of the Developer, to:

Hy-Vee, Inc.  
5820 Westown Parkway  
West Des Moines, IA 50266  
Attention: Real Estate Dept.

And with a copy to the same address, but Attn: Legal Dept.

(ii) In the case of the City, to:

The City of Raymore  
100 Municipal Circle  
Raymore, Missouri 64083  
Attention: City Manager

or to such other designee or address with respect to either party as that party may, from time to time, designate in writing and forward to the other as provided in this paragraph.

6. Choice of Law. This Agreement shall be taken and deemed to have been fully executed, made by the parties in, and governed by, the laws of the State of Missouri for all purposes and intents.
7. Entire Agreement; Amendment. The parties agree that this Agreement constitutes the entire agreement on the construction and reimbursement for the construction of the right-turn lane on Foxwood Drive at its intersection with Rye Drive and Fox Ridge Drive. This Agreement shall be amended only in writing and effective when signed by the authorized agents of the parties.
8. Severability. In the event any term or provision of this Agreement is held to be unenforceable by a court of competent jurisdiction, the remainder shall continue in full force and effect, to the extent the remainder can be given effect without the invalid provision.
9. City Representatives Not Personally Liable. No official, agent, employee, or representative of the City shall be personally liable to the Developer in the event of any default or breach by any party under this Agreement, or for any amount which may become due to any party or on any obligations under the terms of this Agreement.
10. Mutual Assistance. The parties agree to take such actions, including the execution and delivery of such documents, and the obtaining of grants of access as may be necessary or appropriate to carry out the terms, provisions and intent of this

Agreement and which do not impair the rights of the signing party as they exist under this Agreement, and to aid and assist each other in carrying out said terms, provisions and intent; *provided that* nothing herein shall be construed to obligate the City, acting as a party hereto, to grant municipal permits or other approvals it would not be obligated to grant, acting as a political subdivision, absent this Agreement.

11. Indemnification. The Developer hereby agrees to indemnify, defend and hold harmless the City and its past, present and future employees, officers and agents from any and all claims arising from the construction by the Developer or its contractors of the street improvements described in this Agreement or from the City's inspection or lack of inspection of the plans, specifications and construction of or for such street improvements. At its cost and expense, City shall be entitled to engage counsel of its choice and participate in the defense of any such claims and the Developer agrees to reasonably cooperate with City and its counsel in such defense. In no event shall the foregoing indemnity apply to any claim relating to the failure or claimed failure of the City to maintain the street improvements after they are completed and accepted by the City.
12. Authority. The undersigned represents 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.
13. No Waiver. The parties agree that execution of this agreement in no way constitutes a waiver of any requirements of applicable City ordinances with which the Developer must comply and does not in any way constitute prior approval of any future proposals for development. No part of this agreement shall be construed to relieve the Developer from installing required improvements related to their development in accordance with the City Code and approved engineering plans.
14. Compliance with Laws. Developer and its subcontractors shall comply with all applicable federal, state and local laws, ordinances and regulations *including but not limited to applicable worker's compensation, insurance or bonding requirements, prevailing wage requirements and Occupational Safety and Health Administration (OSHA) rules and regulations.* Developer and its subcontractors shall provide documentation and supporting materials as may be necessary to City, upon written request for the same, confirming compliance with all applicable federal, state and local laws, ordinances or regulations.
15. Incentive District. The Developer agrees to not contest inclusion into any future financial incentive district that includes the Property.
16. No Partnership. It is expressly understood that the parties are not now, nor will they be, engaged in a joint venture, partnership or any other form of business relationship except as expressly set forth herein, and that no party shall be

responsible for the conduct, warranties, guarantees, acts, errors, omissions, debts, obligations or undertakings of any kind or nature of the other in performance of this Agreement.

17. City Approvals. In each case where the City has approval rights, such approval by the City shall not be unreasonably withheld, conditioned or delayed.
18. The City and the Developer may seek damages, reasonable costs and attorney's fees in the event that there arises any dispute between the City and the Developer over the completion of the improvements and/or reimbursement of the costs.
19. Closing Contingency. This Agreement shall be contingent upon Developer closing on the purchase of the Property.

IN WITNESS WHEREOF, the City, and the Developer have caused this Agreement to be executed in their respective names and caused their respective seals to be affixed thereto, and attested as to the date first above written.

(SEAL)

THE CITY OF RAYMORE, MISSOURI

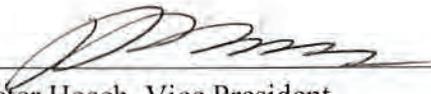
By: \_\_\_\_\_  
Kristofer P. Turnbow, Mayor

Attest:

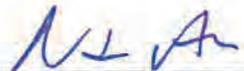
\_\_\_\_\_  
Jean Woerner, City Clerk

(SEAL)

Hy-Vee, Inc.

By:   
Peter Hosch, Vice President

Attest:

  
Nathan Allen, Assistant Secretary

Attachments:  
Exhibit "A" – Estimated Costs

**EXHIBIT "A"**  
**ESTIMATED COSTS**

		Quantity	Unit Cost	Total
<b>58 turn lane</b>				
3 Curb Removal	Lin Foot	900	\$10.00	\$9,000.00
8 Sidewalk Removal	LF	600	\$10.00	\$6,000.00
17 ADA Ramp	Each	1	\$5,000.00	\$5,000.00
14 Curb Inlet Modifications	Each	1	\$5,000.00	\$5,000.00
7 Excavation	Cu Yds	300	\$50.00	\$15,000.00
15 New 7 x 4 Curb Inlet	Each	1	\$7,500.00	\$7,500.00
16 Sidewalk	Sq Ft	3000	\$7.50	\$22,500.00
18 New Curb	LF	600	\$30.00	\$18,000.00
19 Subgrade Mod. (Flyash)	Sq Yds	740	\$15.00	\$11,100.00
20 10" Concrete Base	Sq Yds	12	\$200.00	\$2,400.00
21 10" Type 1 Asphalt Base	Sq Yds	860	\$70.00	\$60,200.00
22 2" Type 3 Asphalt Surface	Sq Yds	860	\$25.00	\$21,500.00
23 Striping	LS	1	\$1,500.00	\$1,500.00
24 Erosion Control	LS	1	\$500.00	\$500.00
25 Sod	Sq Yds	100	\$10.00	\$1,000.00
				<b>\$186,200.00</b>
<b>Utilities</b>				
9 AT&T vault modification	LS	1	\$5,000.00	\$5,000.00
10 Air release vault modification	Each	1	\$5,000.00	\$5,000.00
11 Signal Relocation	Each	1	\$200,000.00	\$200,000.00
12 Power Pole Relocation	Each	1	\$60,000.00	\$60,000.00
13 Street Light Relocation	Each	2	\$10,000.00	\$20,000.00
				<b>\$290,000.00</b>
			<b>sub total</b>	<b>\$476,200.00</b>
1 Mob, Bonds & Insurance	Lump Sum	1	\$25,000.00	\$25,000.00
2 Traffic Control	LS	1	\$20,000.00	\$20,000.00
				<b>\$521,200.00</b>
			<b>20%</b>	<b>\$104,240.00</b>
			<b>Total</b>	<b>\$625,440.00</b>





**CITY OF RAYMORE**  
**AGENDA ITEM INFORMATION FORM**

DATE: August 12, 2019

SUBMITTED BY: Jeanie Woerner

DEPARTMENT: City Clerk

<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**

Approval of the annual personal financial disclosure to Missouri Ethics Commission

**STRATEGIC PLAN GOAL/STRATEGY**

4.3.3 Demonstrate dedication to ethical behavior and transparency to public trust

**FINANCIAL IMPACT**

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

**PROJECT TIMELINE**

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

**STAFF RECOMMENDATION**

Approval

**OTHER BOARDS & COMMISSIONS ASSIGNED**

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

**LIST OF REFERENCE DOCUMENTS ATTACHED**

REVIEWED BY:

Jim Feuerborn

## BACKGROUND / JUSTIFICATION

Bill 3478 establishes the City of Raymore's public procedures for disclosing potential conflicts of interest and personal financial disclosure as provided for in Sections 105.483 and 105.485 (4) RSMo.

**BILL 3478**

**ORDINANCE**

**"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, ESTABLISHING A PROCEDURE TO DISCLOSE POTENTIAL CONFLICTS OF INTEREST AND SUBSTANTIAL INTERESTS FOR CERTAIN OFFICIALS AND CANDIDATES FOR ELECTIVE OFFICES."**

**WHEREAS**, as outlined in RSMo. Sections 105.483 and 105.485(4), a political subdivision with an annual budget in excess of one million dollars must adopt an Ordinance at an open meeting to submit to the Missouri Ethics Commission no later than Sept. 15, 2019, establishing and making public our method of disclosing potential conflicts of interest.

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

Section 1. Declaration of Policy

The proper operation of government requires that public officials and employees be independent, impartial and responsible to the people; that government decisions and policy be made in the proper channels of the governmental structure; that public office shall not be used for personal gain; and that the public have confidence in the integrity of its government. In recognition of these goals, there is hereby established a procedure for disclosure by certain officials and employees of private financial or other interests in matters affecting the City.

Section 2. Conflicts of Interest

- a. All elected and appointed officials, as well as employees of a political subdivision, must comply with Section 105.454 of the Missouri Revised Statutes on conflicts of interest as well as any other state law governing official conduct.
- b. Any member of the governing body of a political subdivision who has a "substantial or private interest" in any measure, bill, order, or Ordinance proposed or pending before such governing body must disclose that interest to the secretary or clerk of such body and such disclosure shall be recorded in the appropriate journal of the governing body. Substantial or private interest is defined as ownership by the individual, his spouse, or his dependent children, whether singularly or collectively, directly, or indirectly of: (1) 10% or more of any business entity; or (2) an interest having a value of \$10,000 or more; or (3) the receipt of a salary, gratuity, or other compensation or remuneration of \$5,000 or more, per year from any individual partnership, organization, or association within any calendar year.

### Section 3. Disclosure Reports

Each elected official, candidate for elective office, the Chief Administrative Officer, the Chief Purchasing Officer, and the full-time general counsel shall disclose the following information by May 1, if any such transactions occurred during the previous calendar year:

- a. For such person, and all persons within the first degree of consanguinity or affinity of such person, the date and the identities of the parties to each transaction with a total value in excess of five hundred dollars, in any, that such person had with the political subdivision, other than compensation received as an employee or payment of any tax, fee, or penalty due to the political subdivision, and other than transfers for no consideration to the political subdivision.
- b. The date and the identities of the parties to each transaction known to the person with a total value in excess of five hundred dollars, if any, that any business entity in which such person had a substantial interest, had with the political subdivision, other than payment of any tax, fee, or penalty due to the political subdivision or transactions involving payment for providing utility service to the political subdivision, and other than transfers for no consideration to the political subdivision.
- c. The Chief Administrative Officer and the Chief Purchasing Officer also shall disclose by May 1 for the previous calendar year the following information:
  1. The name and address of each of the employers of such person from whom income of one thousand dollars or more was received during the year covered by the statement;
  2. The name and address of each sole proprietorship that he owned; the name, address and the general nature of the business conducted of each general partnership and joint venture in which he was a partner or participant; the name and address of each partner or co- participant for each partnership or joint venture unless such names and addresses are filed by the partnership or joint venture with the secretary of state; the name, address and general nature of the business conducted of any closely held corporation or limited partnership in which the person owned ten percent or more of any class of the outstanding stock or limited partnership units; and the name of any publicly traded corporation or limited partnership that is listed on a regulated stock exchange or automated quotation system in which the person owned two percent or more of any class of outstanding stock, limited partnership units or other equity interests;

3. The name and address of each corporation for which such person served in the capacity of a director, officer, or receiver.

Section 4. Filing of Reports.

The financial interest statements shall be filed at the following times, but no person is required to file more than one financial interest statement in any calendar year;

- a. Every person required to file a financial interest statement shall file the statement annually no later than May 1 and the statement shall cover the calendar year ending the immediately preceding December 31; provided that any member of the City Council may supplement the financial interest statement to report additional interest acquired after December 31 of the covered year until the date of filing of the financial interest statement.
- b. Each person appointed to office shall file the statement within thirty days of such appointment or employment;
- c. Financial disclosure reports giving the financial information required in Section 3 shall be filed with the local political subdivision and with the Missouri Ethics Commission. The reports shall be available for public inspection and copying during normal business hours.

Section 5. Filing of Ordinance. A certified copy of this Ordinance, adopted prior to Sept. 15, shall be sent within ten days of its adoption to the Missouri Ethics Commission.

Section 6. 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 7. Severability. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

**DULY READ THE FIRST TIME THIS 12TH DAY OF AUGUST, 2019.**

**BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 26TH DAY OF AUGUST, 2019, BY THE FOLLOWING VOTE:**

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

ATTEST:

APPROVE:

\_\_\_\_\_  
Jean Woerner, City Clerk

\_\_\_\_\_  
Kristofer P. Turnbow, Mayor

\_\_\_\_\_  
Date of Signature



**CITY OF RAYMORE**  
**AGENDA ITEM INFORMATION FORM**

DATE: August 12, 2019

SUBMITTED BY: Mike Krass

DEPARTMENT: Public Works

<input checked="" type="checkbox"/> Ordinance	<input checked="" 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 3480 - Bulk Road Salt

**STRATEGIC PLAN GOAL/STRATEGY**

2.3 Improve safety for all modes of travel throughout the community

**FINANCIAL IMPACT**

Award To:	Central Salt, LLC
Amount of Request/Contract:	\$45/ton for product, \$17.85/ton for delivery
Amount Budgeted:	\$67,500
Funding Source/Account#:	Street Maintenance Operating Budget

**PROJECT TIMELINE**

Estimated Start Date	Estimated End Date
September 1, 2019	August 31, 2022

**STAFF RECOMMENDATION**

Approval

**OTHER BOARDS & COMMISSIONS ASSIGNED**

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

**LIST OF REFERENCE DOCUMENTS ATTACHED**

Contract

**REVIEWED BY:**

Jim Feuerborn

## BACKGROUND / JUSTIFICATION

Staff prepared a Request for Bid (RFB) to provide delivery of bulk road salt to the City. The RFB was also publicly advertised. Five vendors responded to the notice for bid and requested documents.

The quote for this contract was received on July 18, 2019. One bid was received with four vendors submitting "No Bids".

Bidder	Cost per ton	Fuel Charge	Delivery per ton
Central Salt, LLC	\$45.00	None	\$17.85

Staff checked references for work recently performed for other public agencies. There were no issues or concerns about the work performed. Staff recommends award of the contract to Central Salt, LLC.

**BILL 3480**

**ORDINANCE**

**“AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH CENTRAL SALT, LLC FOR SUPPLY/DELIVERY OF BULK ROAD SALT.”**

**WHEREAS**, quotes for the delivery of bulk road salt were solicited in accordance with the City of Raymore Purchasing Policy; and

**WHEREAS**, Central Salt, LLC has been determined to be the lowest and best bidder.

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

Section 1. The City Manager is hereby directed to enter into a contract with Central Salt, LLC, for the purchase and delivery of bulk road salt as needed.

Section 2. The City Manager and City Clerk are authorized to execute the contract, attached as Exhibit A..

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

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

**DULY READ THE FIRST TIME THIS 12TH DAY OF AUGUST, 2019.**

**BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 26TH DAY OF AUGUST, 2019 BY THE FOLLOWING VOTE:**

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

ATTEST:

APPROVE:

\_\_\_\_\_  
Jean Woerner, City Clerk

\_\_\_\_\_  
Kristofer P Turnbow, Mayor

\_\_\_\_\_  
Date of Signature



CITY OF RAYMORE  
CONTRACT FOR SERVICES

**BULK ROAD SALT WITH DELIVERY**

This Contract for Bulk Road Salt with Delivery, hereafter referred to as the **Contract** is made this 26th day of August, 2019, between Central Salt, LLC, an entity organized and existing under the laws of the State of Kansas, with its principal office located at 1420 State Highway 14, Lyons, KS 67554, 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 August 26, 2019 and coincidental with the City Manager's signature and attestation by the City Clerk and shall remain in effect as described within the attachments.

**CONTRACTUAL**

This contract is written for an initial one year term beginning September 1st, 2019 and ending August 31, 2020 with automatic renewal of two additional one year terms unless the contractor notifies the City in writing prior to May 1st of 2020 for the second year renewal and May 1st of 2021 for the third year renewal. Prices to remain firm through first year term except for fuel price adjustments. Contractor shall be required to submit documentation to the City regarding any price increases in subsequent renewal years at least 120 days prior to contract term end of that

year. If no proposed increase is submitted to the City, pricing will remain as given for prior year.

Quoted quantities are estimates only and may be either increased or decreased according to the needs of the City with no adjustment in price. Purchases will be made on an "as needed" basis. No guarantee is made as to quantities purchased.

The City reserves the right to terminate the current contract if vendor is unable to meet any of the City requirements, the City may purchase material from another vendor or cancel the agreement at which time the vendor must reimburse the City for any expenses incurred, i.e. - increased costs, special delivery charges, etc.

## **QUANTITY**

Contractor agrees to provide Bulk Road Salt as described in this document and attached as Appendix A.

## **DELIVERY**

1. Liability for product delivery remains with the Contractor until the product is properly delivered and signed for.
2. Delivery is to be made to the Public Works facility located at 1021 S. Madison, Raymore, MO 64083
3. All deliveries must be signed by a representative of the City and must be accompanied by a delivery ticket with the following information: Name of Contracted Company, tonnage, date of delivery, and drivers signature.
4. Delivered goods that do not conform to the specifications or are not in good condition upon receipt shall be replaced promptly by the Contractor.
5. Salt must be delivered in bulk lots and must be protected during transit by waterproof cover, as required by weather conditions.
6. All orders must be delivered in full within a maximum of 10 business days of order placement to avoid penalties.
7. Contractor must give a minimum of 24 hours notice before delivery and deliveries must be made within normal business hours (7 am. – 3:00 pm) or pay overtime charges incurred by the City.
8. Expected delay in delivery must be reported to the City immediately with the reason, anticipated delivery, and with acknowledgement of the penalty outlined below.
9. The City reserves the right to cancel any tonnage not delivered by the contractor within the agreed timeframe.
10. Any Contractor who defaults on delivery as defined in this solicitation may be suspended from consideration of awards on future contracts.
11. Vendor will be responsible for any damage done to salt shed facilities.

## **PRICING**

Pricing shall remain in effect as shown in Appendix A contract pricing for an initial one year term beginning September 1, 2019 and ending August 31, 2020 with automatic renewal of two additional one year terms according to the "Contractual" section above. Prices to remain firm through first year term except for fuel price adjustments. Contractor shall be required to submit documentation to the City regarding any price increases in subsequent renewal years at least 90 days prior to contract term end of that year. If no proposed increase is submitted to the City, pricing will remain as given for prior year.

## **QUALITY**

All products provided by the Contractor must meet all Federal, State and Local standards including the Department of Transportation regulations for quality and safety requirements.

Salt composition must follow MoDOT test method T32 and moisture content shall not exceed 2%.

## **INVOICING**

Invoices must include number for each delivery ticket number of tons for each load, name of trucking company and acknowledgment if any use of unloading equipment.

Invoices are to be received in duplicate and will be paid within 30 days after receiving proper invoices and will not be made on unsigned ticket loads.

## **CANCELLATION**

The City specifically reserves the right to cancel the contract, or any portion thereof, if, in the opinion of the Public Works Director or his representative the services or materials supplied by the Contractor are not satisfactory or are not consistent with the terms of the contract.

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

an alternative contractor to perform the services for which Contractor may be held liable for such costs.

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

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

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

### **ARBITRATION**

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

### **PENALTIES**

Deliveries must be completed within 10 business days of order and during normal business hours. Failure to do so will result in a \$200 daily deduction from overall bill and overtime hours will be credited against final bill.

Failure to load salt in the designated storage facilities will result in a \$200 deduction from the delivery and loading price.

### **INSURANCE**

Contractor agrees to carry liability and workman's compensation insurance, satisfactory to the City, and to indemnify the City against all liability, loss and damage arising out of any injury to persons and property caused by Contractor, his sub-contractors, employees or agents.

### **SUBCONTRACTORS**

In submitting a proposal, potential vendors agree that they are fully responsible to the City of Raymore for the acts and omissions of any of its proposed subcontractors and of persons either directly or indirectly employed by them as they are for the acts and omissions of persons directly employed by them. Before any subcontractor may commence work, the successful Contractor must file with the City of Raymore satisfactory certificates, in duplicate, from the involved

insurance companies, showing insurance coverage to the same extent and the amount required by the successful Contractor in addition to an Occupational License.

No subcontractor will be permitted to commence work until authorization by the City of Raymore to proceed is received in writing by the Contractor. The name, address, and phone number of the key consultants, associates, and all subcontractors shall be provided to the City of Raymore with the proposal.

### **EXPECTATION OF PRIORITY SERVICE**

The intent of this solicitation is to establish the City of Raymore account as a "priority" account with the successful bidder. Orders for bulk salt placed by the City of Raymore during season should be filled in the contractual order line they were received and should take precedence over non-contractual orders at all times.

### **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.

**ENTIRE AGREEMENT**

The parties agree that this constitutes the entire agreement and there are no further items or provisions, either oral or otherwise. Buyer agrees that it has not relied upon any representations of Contractor as to prospective performance of the goods, but has relied upon its own inspection and investigation of the subject matter.

The parties have executed this agreement at The City of Raymore the day and year first above written.

**IN WITNESS WHEREOF**, the parties hereunto have executed two (2) counterparts of this agreement the day and year first written above.

**THE CITY OF RAYMORE, MISSOURI**

By: \_\_\_\_\_  
Jim Feuerborn, City Manager

Attest: \_\_\_\_\_  
Jean Woerner, City Clerk

(SEAL)

**CENTRAL SALT, LLC**

By: Lori Young  
Lori Young

Title: Customer Service Supervisor

Attest: Brandi Procopio  
Brandi Procopio

## **APPENDIX A SPECIFICATIONS**

SALT – Medium De-Ice Rock Salt – Bulk Quantities

### **TYPICAL CUMULATIVE SCREEN ANALYSIS:**

U.S.S	Tyler	Inch Opening	Cumulative Retention
3/8	.371 in.	.375	2.1%
#4	4 mesh	.187	56.8%
#8	8 mesh	.0937	91.9%
#16	14 mesh	.0469	98.9%
#30	28 mesh	.0234	99.2%

DELIVERY – 1021 S Madison St., Raymore, MO 64083

QUANTITY – Annual Estimated – 1,200 tons. The City of Raymore reserves the right to increase or reduce the estimated tons. No adjustments will be made to the unit prices bid on the contract because of increase or reduction.

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### **ADDITIONAL INFORMATION**

Project is tax exempt.

## E - VERIFY AFFIDAVIT

(As required by Section 285.530,RSMo)

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

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

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

**KNOWINGLY:** A person acts knowingly or with knowledge,

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

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

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

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

Name/Contractor: Lori Young, CSR Supervisor

Company: Central Salt, LLC

Address: 1420 State Hwy 14, Lyons, KS 67554

- 1 I am of sound mind and capable of making this Affidavit, and am personally acquainted with the facts stated herein.
- 2 Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the following services contracted between Contractor and the City of Raymore: Project # 19-007.
- 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.

Central Salt, LLC

Company Name

Lori Young  
Signature

Name: Lori Young

Title: Customer Service Supervisor

STATE OF Kansas COUNTY OF Rice

Subscribed and sworn to before me this 17th day of July, 2019.

Notary Public: Brandi Procopio

My Commission Expires: 1-25-21 Commission # 1131854



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.

The Owner reserves the right to reject any or all proposals and to waive informalities or deficiencies therein. To negotiate with any or all bidders or others for more favorable terms or prices, and to award a contract to other than the bidder submitting the lowest cost bid proposal, with or without negotiation and to determine which is the lowest best and most responsive, to accept, at its option, any alternates and to approve the bond.

**PROPOSAL FORM A**  
RFP 19-007

**PROPOSAL VALIDITY AND COMMITMENT TO SIGN AGREEMENTS**

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

FIRM NAME: Central Salt, LLC

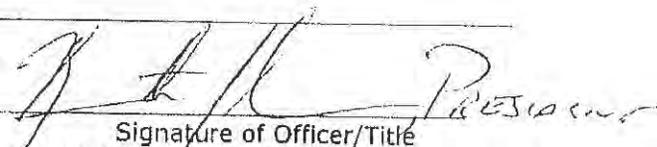
ADDRESS: 1420 State Hwy 14  
Street

ADDRESS: Lyons, KS 67554  
City State Zip

PHONE: (620)257-5626 ext 505

E-MAIL: lyoung@centralsalt.com

DATE: 7/17/2019  
(Month-Day-Year)

  
Signature of Officer/Title  
Ken Grimm, President

DATE: \_\_\_\_\_  
(Month-Day-Year)

\_\_\_\_\_  
Signature of Officer/Title

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

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

**PROPOSAL FORM B**  
RFP 19-007

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

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

**PROPOSAL FORM C**  
 RFP 19-007

**EXPERIENCE / REFERENCES**

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

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

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

<b>COMPANY NAME</b>	State of Kansas
<b>ADDRESS</b>	900 SW Jackson Street, Room 102-N, Topeka, KS 66612
<b>CONTACT PERSON</b>	Todd Herman
<b>CONTACT EMAIL</b>	todd.herman@ks.gov
<b>TELEPHONE NUMBER</b>	785-296-2375
<b>PROJECT, AMOUNT AND DATE COMPLETED</b>	18/19 Bulk Deice, 84,000 tons, completed June 2019

<b>COMPANY NAME</b>	Missouri Department of Transportation
<b>ADDRESS</b>	830 MoDOT Drive, Jefferson City, MO 65109
<b>CONTACT PERSON</b>	Tammy Young
<b>CONTACT EMAIL</b>	tammy.young@modot.mo.gov
<b>TELEPHONE NUMBER</b>	573-526-7929
<b>PROJECT, AMOUNT AND DATE COMPLETED</b>	18/19 Bulk Deice, 40,000 tons, completed April 2019

<b>COMPANY NAME</b>	State of Iowa DOT
<b>ADDRESS</b>	800 Lincoln Way, Ames, IA 50010
<b>CONTACT PERSON</b>	Rhonda Ruark
<b>CONTACT EMAIL</b>	rhonda.ruark@dot.iowa.gov
<b>TELEPHONE NUMBER</b>	515-239-1578
<b>PROJECT, AMOUNT AND DATE COMPLETED</b>	18/19 Bulk Deice, 36,000 tons, completed June 2019

<b>COMPANY NAME</b>	State of Oklahoma
<b>ADDRESS</b>	Will Rodgers Building, 2401 N Lincoln Blvd, Suite 116, OKC, OK 73105
<b>CONTACT PERSON</b>	Joyce Leivas
<b>CONTACT EMAIL</b>	joyce.leivas@omes.ok.gov
<b>TELEPHONE NUMBER</b>	405-521-3835
<b>PROJECT, AMOUNT AND DATE COMPLETED</b>	18/19 Bulk Deice, 15,000 tons, current through Sept 2019

<b>COMPANY NAME</b>	City of Blue Springs
<b>ADDRESS</b>	903 W Main, Blue Springs, MO 64015
<b>CONTACT PERSON</b>	Richard Edmission
<b>CONTACT EMAIL</b>	redmission@bluespringsgov.com
<b>TELEPHONE NUMBER</b>	816-220-4562
<b>PROJECT, AMOUNT AND DATE COMPLETED</b>	18/19 Bulk Deice, 16,000 tons, completed April 2019

State the number of Years in Business: 23

State the current number of personnel on staff: 6

**PROPOSAL FORM D**  
RFP 19-007

Proposal of Central Salt, LLC, organized and  
(Company Name)  
existing under the laws of the State of Missouri, doing business  
as Central Salt, 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. 19-007- Bulk Road Salt with Delivery.

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

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

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

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

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

**BID PROPOSAL FORM E – Project No. 19-007**

**Bulk Road Salt with Delivery**

**BID SHEET**

1. **Cost for Salt, straight per ton:** \$ 45.00

2. **Delivery Charges per ton:**

Charge to Deliver to 1021 S. Madison, Raymore      \$ 17.85

3. **Fuel Surcharge:** \_\_\_\_\_ **Yes** \_\_\_\_\_  **No**

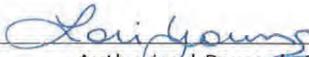
Please give fuel surcharge percent minimum and maximum.

Min. N/A %

Max. N/A %

**BID PROPOSAL FORM E - RFP 19-003  
CONTINUED**

**Company Name** Central Salt, LLC

**By**   
Authorized Person's Signature

Lori Young, CSR Supervisor  
Print or type name and title of signer

**Company Address** 1420 State Hwy 14  
Lyons, KS 67554

**Phone** (620)257-5626 ext 505

**Fax** (620)257-5052

**Email** lyoung@centralsalt.com

**Date** 7/17/19

**ADDENDA**

Bidder acknowledges receipt of the following addendum:

Addendum No. \_\_\_\_\_

**LATE BIDS CANNOT BE ACCEPTED!**





**CITY OF RAYMORE**  
**AGENDA ITEM INFORMATION FORM**

DATE: August 12, 2019

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 3481 - Owen Good Force Main Project

**STRATEGIC PLAN GOAL/STRATEGY**

Goal 2.2.3 Value and protect natural resources and green spaces

**FINANCIAL IMPACT**

Award To:	Redford Construction Co.
Amount of Request/Contract:	\$563,180
Amount Budgeted:	\$700,000
Funding Source/Account#:	Ent. Capt. Maintenance Fund (54)

**PROJECT TIMELINE**

Estimated Start Date	Estimated End Date
October 2019	January 2020

**STAFF RECOMMENDATION**

Approval

**OTHER BOARDS & COMMISSIONS ASSIGNED**

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

**LIST OF REFERENCE DOCUMENTS ATTACHED**

Contract  
Project area map

**REVIEWED BY:**

Jim Feuerborn

## BACKGROUND / JUSTIFICATION

This project involves replacement of the existing 24-inch ductile iron force main at the locations shown on the attached maps.

Bids for the Owen Good Force Main project were received on July 17, 2019, as follows:

Redford Construction	\$563,180
Breit Construction	\$633,837
Tasco LLC	\$658,260
J&N Utilities Inc.	\$959,800

Redford Construction Co. was determined to be the lowest and best bidder. Staff recommends the contract for the Owen Good Force Main Project to be awarded to Redford Construction Co. in the amount of \$563,180.

**BILL 3481**

**ORDINANCE**

**"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH REDFORD CONSTRUCTION CO. FOR THE OWEN GOOD FORCE MAIN PROJECT, CITY PROJECT NUMBER 19-326-201, IN THE AMOUNT OF \$563,180 AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS."**

**WHEREAS**, the Owen Good Force Main project was included in the 2019 Capital Budget; and

**WHEREAS**, bids for this project were received on July 17, 2019; and

**WHEREAS**, Redford Construction Co. 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 City Manager is directed to enter into a contract in the amount of \$563,180 with Redford Construction Co. for the Owen Good Force Main project.

Section 2. The City Manager and City Clerk are authorized to execute the contract, attached as Exhibit A.

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 12TH DAY OF AUGUST, 2019.**

**BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 26TH DAY OF AUGUST, 2019, BY THE FOLLOWING VOTE:**

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

ATTEST:

\_\_\_\_\_  
Jean Woerner, City Clerk

APPROVE:

\_\_\_\_\_  
Kristofer P. Turnbow, Mayor

\_\_\_\_\_  
Date of Signature



CITY OF RAYMORE  
CONTRACT FOR SERVICES

**Owen Good Force Main Repair**

This Contract for Owen Good Force Main Repair, hereafter referred to as the **Contract** is made this 26th day of August, 2019, between Redford Construction, an entity organized and existing under the laws of the State of Missouri, with its principal office located at PO Box 1065, 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 August 26, 2019 and coincidental with the City Manager's signature and attestation by the City Clerk and shall remain in effect as described within the attachments.

ARTICLE I  
THE WORK

Contractor agrees to perform all work and provide all materials as specified in Request for Proposal 19-326-201 and the General Terms and Conditions in Appendix B, commonly referred to as Contract Terms and Conditions and according to Contract Agreement set forth here. Contractor agrees to provide all labor, materials, tools, permits, and/or professional services and perform the contracted work in accordance with all specifications, terms and conditions as set forth within the proposal documents, including bonding, insurance, prevailing wage requirements, and termination clauses as needed or required. The work as

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

## ARTICLE II TIME OF COMMENCEMENT AND COMPLETION

The work shall take a maximum of **60** calendar days. The date of substantial completion shall be that date when the project or portions of the project are officially accepted by the Owner through formal action of the City Council for utilization of the project for its intended purpose. The City shall be the sole determiner as to the fulfillment of the work as described.

## ARTICLE III CONTRACT SUM AND PAYMENT

The Contractor agrees to perform all work described in the Contract Documents in the amount of \$563,180.00.

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

The City Manager has the authority for change orders.

## ARTICLE IV CONTRACT PAYMENTS

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

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

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

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

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

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

#### ARTICLE V INSURANCE REQUIREMENTS

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

#### ARTICLE VI DAMAGES/DELAYS/DEFECTS

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

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

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

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

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

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

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

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

#### ARTICLE VII RESPONSIBILITIES

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

The Contractor's responsibilities and obligations under this agreement are accepted subject to strikes, outside labor troubles (including strikes or labor troubles affecting vendors or suppliers of Contractor), accidents, transportation delays, floods, fires, or other acts of God, and any other causes of like or different character beyond the control of Contractor. Impossibility of performance (but not simply frustration of performance) by reason of any legislative, executive, or judicial act of any governmental authority shall excuse performance of or delay in performance of this agreement. The City and the Contractor shall agree upon such any delay or cancellation of performance and execute an agreement in writing documenting the excuse of performance or delay in performance of this agreement.

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

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

Contractor will supervise and direct the work performed, and shall be responsible for their employees. Contractor will also supervise and direct the work performed by subcontractors and their employees and be responsible for the work performed by subcontractors hired by the Contractor. Contractor shall not assign its responsibilities to any subcontractor without the prior written agreement of the City which may be granted at the sole discretion of the City.

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

Contractor agrees to comply with all applicable federal, state, county and municipal laws and regulations, including, but not limited to, affirmative action, equal employment, fair labor standards and all applicable provisions of the Occupational Safety and Health Act of 1970, as amended. Contractor agrees to ensure subcontractors and their employees comply with all applicable laws and regulations aforementioned.

Contractor also agrees to be, at all times, in full compliance with any and all applicable federal, state and local laws and regulations as they may change from time to time.

Contract is subject to the State of Missouri Prevailing Wage Laws (Cass County Annual Wage 25) if project is over \$75,000. The contractor shall include the provisions of this clause in all subcontracts for work to be performed by subcontractors under this contract so that provisions of this clause are binding upon subcontractors.

#### ARTICLE VIII CANCELLATION AND/OR TERMINATION OF AGREEMENT

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

to correct any default after notification of such default, the City shall have the right to immediately terminate this agreement by giving the Contractor ten (10) days written notice, and delivered via regular, certified facsimile or email. If the Contractor fails to correct any default(s) after notification of such default(s) are of such that they endanger the health, safety and/or welfare of the residents of Raymore, City may terminate this contract immediately and retain the services of an alternative contractor to perform the services for which Contractor may be held liable for such costs.

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

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

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

#### ARTICLE IX ARBITRATION

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

#### ARTICLE X WARRANTY

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

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

#### ARTICLE XI REQUIRED SAFETY TRAINING

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

ARTICLE XII  
NOTICE OF PENALTIES FOR FAILURE  
TO PROVIDE SAFETY TRAINING

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

ARTICLE XIII  
AFFIDAVIT of WORK AUTHORIZATION

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

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

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

ARTICLE XIV  
ENTIRE AGREEMENT

The parties agree that this constitutes the entire agreement and there are no further items or provisions, either oral or otherwise. Buyer agrees that it has not relied upon any representations of Contractor as to prospective performance of the goods, but has relied upon its own inspection and investigation of the subject matter.

The parties have executed this agreement at The City of Raymore the day and year first above written.

**IN WITNESS WHEREOF**, the parties hereunto have executed two (2) counterparts of this agreement the day and year first written above.

**THE CITY OF RAYMORE, MISSOURI**

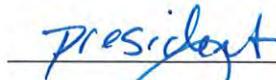
By: \_\_\_\_\_  
Jim Feuerborn, City Manager

Attest: \_\_\_\_\_  
Jean Woerner, City Clerk

(SEAL)

**REDFORD CONSTRUCTION, INC.**

By:  \_\_\_\_\_ STAN REDFORD

Title:  \_\_\_\_\_  
president

Attest:  \_\_\_\_\_ ASSIST. Sec.

## **APPENDIX A**

### **SCOPE OF SERVICES AND SPECIAL PROVISIONS**

#### **Owen Good Force Main Repair**

##### **ANTICIPATED SCOPE OF SERVICES:**

- Installation of 24" ductile iron force main to replace the existing DIP force main. One segment is 1900 feet and the other is 150 feet long.
- Installation of an air/vacuum release valve in a new, 4 foot diameter concrete vault.
- The lift station ponds have a maximum storage capacity of three days. Contractor must take this into account during construction.

##### **1. SPECIFICATIONS WHICH APPLY**

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

##### **2. PROJECT AWARD**

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

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

##### **3. PROJECT COMPLETION AND SCHEDULE**

It is expected that Notice to Proceed shall be issued September, 2019.

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

Contractor shall complete work within **60** calendar days of execution of the

Notice to Proceed.

4. ENGINEER

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

5. GENERAL CONDITIONS

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

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

6. MEASUREMENT AND PAYMENT

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

**A. Mobilization, Bonds, and Insurance:** Mobilization, Bonds and Insurance will be considered a lump sum item for payment. The total lump sum price for this item shall not exceed 5% of the total of the lowest bid option.

**B. Clearing and Grubbing:** Clearing and Grubbing shall be considered a lump sum item for payment. The lump sum cost for this item shall include all equipment, labor and materials required to remove and dispose of trees, brush, other vegetation, rock, and any other materials, natural or man-made that must be removed from the job site.

**C. Construction and Survey Controls:** Construction and Survey Controls shall be considered a lump sum item for payment. The lump sum cost for this item shall include all equipment, labor, and materials required to develop and establish necessary control, detail dimensions, slope stakes and measurements required for proper layout and performance of the work. As-builts detailing alignment and elevation are required and are subsidiary to this line item.

- D. SWPPP and Land Disturbance Permit:** SWPPP and Land Disturbance Permit shall be considered a lump sum item for payment. The lump sum item shall cover all preparation, costs, paperwork and effort required to prepare a SWPPP and obtain a State Land Disturbance Permit. Any other permits required are subsidiary to this line item.
- E. 24-inch, Ductile Iron Pipe:** 24-inch, Ductile Iron Pipe shall be measured and paid for at the unit bid price per linear foot. The unit price for this item shall include all materials, necessary labor and equipment for excavation, installation of new pipe, fittings, backfill, testing, and removal of all construction debris and grading. The pipe shall have a pressure class of 250 and cement lined as per AWWA C104. All fittings shall be ductile iron conforming to current AWWA Specifications C110 and C153, have a pressure rating not less than the pipe and be Protecto 401 lined. All hardware shall be 316 stainless steel. All pipe and fittings shall be poly-wrapped. The pipe shall be American Fastite joint pipe or approved equal. Construction fencing to ensure public safety is subsidiary to this line item.
- F. Removal of Existing Force Main:** Removal of Existing Force Main shall be measured and paid for at the unit bid price per linear foot. The unit cost for this item shall include all materials, necessary labor and equipment for excavation and removal of, proper disposal of pipe, associated fittings, thrust blocks, encasements and plugging/capping of the existing ductile iron force main.
- G. Creek Crossing:** Creek Crossing shall be considered a lump sum item for payment. The lump sum cost for this item shall include all plan development, equipment, labor and materials required to install the new force main across the creek, in accordance with the plan developed by the contractor and approved by the City.
- H. Connect Existing Force Main to New Force Main:** Connect Existing Force Main to New Force Main shall be measured and paid for at the unit bid price per each connection. The unit cost for this item shall include all materials, necessary labor and equipment required to permanently connect the existing Ductile Iron Pipe to the new pipe with restrained, ductile iron fittings. All ductile iron fittings shall be poly-wrapped and all nuts, bolts, washers and connecting rods shall be 316 stainless steel.
- I. Temporary Reconnection:** Temporary Reconnection shall be measured and paid for at the unit bid price per each occurrence. The unit cost for this item shall include all material, necessary labor, and equipment required to temporarily reconnect the new force main pipe to the existing force main with restrained fittings. Fittings do not have to be poly-wrapped; and nuts, bolts, washers and connecting rods do not have to be stainless steel.

- J. Combination 22 ½ & 11 ¼ Degree Thrust Blocks:** Combination 22 ½ & 11 ¼ Degree Thrust Blocks shall be measured and paid for at the unit bid price per each. The unit cost for this item shall include all material, necessary labor and equipment required to install thrust blocks at locations indicated on the plans.
- K. 11 1/4 Degree Thrust Blocks:** 11 1/4 Degree Thrust Blocks shall be measured and paid for at the unit bid price per each. The unit cost for this item shall include all material, necessary labor and equipment required to install thrust blocks at locations where there are horizontal or vertical changes in pipe alignment.
- L. 45 Degree Thrust Blocks:** 45 Degree Thrust Blocks shall be measured and paid for at the unit bid price per each. The unit cost for this item shall include all material, necessary labor and equipment required to install thrust blocks at locations where there are horizontal or vertical changes in pipe alignment.
- M. Point Repair:** Point Repair shall be paid for at the unit bid price per each. The unit cost for this item shall include all necessary equipment, labor and materials to repair the force main, if so directed by the City, should a leak occur for any reason in an un-replaced section of the force main during the contract period. 100% of the unit price shall be paid if the flow line elevation at the leak is 0 to 10 feet below ground level, and 120% shall be paid if the flow line elevation at the leak is 10 feet or deeper.
- N. Combination Air/Vacuum Relief Valve:** Combination Air/Vacuum Relief Valve shall be paid for at the unit bid price per each. The unit price for this item shall include all labor, equipment and materials required to install a relief valve and concrete vault on the force main at the planned location. The relief valve is to be a Val Matic model 803ABW with Backwash accessories kit.
- O. 10' Concrete Trail Replacement:** 10' Concrete Trail Replacement shall be paid for at the unit bid cost per square foot. The unit bid price for this item shall include all labor, equipment and materials required to remove and dispose of any trail damaged or required to be removed for construction purposes, and to be replaced with 10' wide, 6" thick concrete trail. The mix shall be a KCMMB 4k design. The new trail shall be doweled into the existing trail.
- P. Privacy Fence Replacement:** Privacy Fence Replacement shall be measured and paid for at the unit bid price per linear foot. The unit bid cost for this item shall include all labor, equipment and materials required to remove, dispose of and replace any Privacy Fence removed or damaged during construction. Fence materials shall match as closely as possible the existing fence and meet with the homeowner's approval. Any

posts required shall be set in concrete and be considered subsidiary to this line item.

**Q. Silt Fence:** Silt Fence shall be measured and paid for at the unit bid price per linear foot. The unit cost for this item shall include all material, necessary labor and equipment required to install, maintain or replace if damaged, and to remove at the end of the project.

**R. Concrete Encasement:** Concrete Encasement shall be measured and paid for at the unit price per linear foot. The cost for this item shall include all material, necessary labor and equipment required to install at the location indicated on the plans and as per detail.

**S. Rip-Rap:** Rip-Rap shall be measured and paid for at the unit bid price per square yard. The unit cost for this item shall include all material, necessary labor and equipment required to place Rip-Rap. Excavation and disposal material necessary for the proper installation to lines and grades shall be subsidiary to this item.

**T. Storm Sewer Crossings:** Storm Sewer Crossings will be paid for at the unit bid price per each. The unit bid price shall include all labor, materials and equipment required to place the new force main below the existing storm sewer. This shall include, but not limited to, replacing the storm sewer pipe with new pipe, replacing end sections if damaged, toe walls, rip rap and any other work required to return the storm sewer service.

**U. Restoration:** Restoration shall be considered a lump sum item for payment. The lump sum cost for this item shall include all labor, necessary equipment and materials to restore all areas disturbed by construction activities to pre-construction contours and a vegetated condition (APWA Section 2400, Mix 2 seeding at three times the prescribed rate).

**V. Sod:** Sod shall be measured and paid for at the unit bid price per square yard. The unit price shall include all labor, equipment and materials required to place and establish sod in the residential yard. The contractor shall be responsible for maintaining the sod in a growing condition for 90 days.

7. **2019 Force Main Replacement Specifications/Notes**

- The force main segments to be replaced are between sta. 106+88 to 108+38 (150 feet) and 73+50 to 92+53 (1903 feet).
- Materials are as follows:

- Pipe is ductile iron, American Fastite or approved equal, pressure class 250, cement lined.
  - Fittings are to equal or exceed the pressure class of the pipe, Protecto 401 lined.
  - All hardware is to be 316 stainless steel.
  - All the pipe and fittings are to be poly-wrapped with 8 MIL black polyethylene meeting ANSI/AWWA C105/A21.5 standards.
  - The combination air/vacuum relief valve is to be a Val Matic, model 803ABW with backwash accessories kit
- The new force main is to be placed in the existing, permanent easement wherever possible, above the existing gravity sewers. Temporary and permanent easements are currently being negotiated with the affected property owners.
  - Disruptions to the Owner's conveyance of wastewater during the force main work shall meet the following requirements. The Owen Good Lift Station may be deactivated by City staff for periods not to exceed 72 hours at a time to eliminate flow in the Owen Good Force Main. Any work requiring by-pass pumping or disruption of flow shall be closely coordinated with the City and shall be scheduled during a period of dry weather with a forecast clear of rain for the duration of the work.
  - The contractor shall be responsible for locking out/unlocking the force main pumps in tandem with the City. A City representative will provide access to and accompany the contractor to the lift station for this purpose.
  - Force main abandoned in place shall be plugged with a minimum of two feet of concrete at each end or capped with a restrained, ductile iron cap..
  - Vertical and horizontal alignment of the force main to be accomplished by deflection of pipe joints up to 80% of the manufacturer's maximum recommendations. Fittings shall be required for any deflections in excess of 80% of manufacturer's recommendations and alignment must remain within the existing 20' wide permanent easement.
  - The creek crossing (sta. 88+00 approximately) is to be accomplished by by-pass pumping the creek flow and de-watering the excavation. Rip-rap shall be placed from top of bank to top of bank, 15 feet wide centered on the pipe where it crosses the creek. Rip-rap shall meet the requirements of

Section 611.50.2.2 of the MoDot Standard Specifications for Highway Construction; with the exception that concrete will not be an acceptable material. Top of the encasement is to be a minimum of one foot below the current flowline of the creek.

- Seed mix for restoration is to be as per AWPA Section 2401, Mix #2. at three times the prescribed rate.
- The contractor is responsible for preparing the SWPPP, the state land disturbance permit and any other applicable permits.

## 8. ADDITIONAL INFORMATION

8.1 Project is tax exempt.

**CITY OF RAYMORE, MISSOURI**  
**RFP # 19-326-201**

**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 August, 2019.

C. *Insurance*

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

1. General Liability

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

Minimum Limits - General Liability:

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

2. Excess/Umbrella Liability

\$5,000,000 Each Occurrence  
\$5,000,000 Aggregate

3. Automobile Liability

Coverage sufficient to cover all vehicles owned, used, or hired by the Bidder/Contractor, its agents, representatives, employees or subcontractors.

Minimum Limits - Automobile Liability:

\$1,000,000 Combined Single Limit  
\$5,000 Medical Expense Limit

4. Workers' Compensation

Limit as required by the Workers' Compensation Act of Missouri, Employers Liability, \$1,000,000 from a single carrier.

D. *Hold Harmless Clause*

The Bidder/Contractor shall, during the term of the contract including any warranty period, indemnify, defend, and hold harmless the City of Raymore, its officials, employees, agents, residents and representatives thereof from all suits, actions, or claims of any kind, including attorney's fees, brought on account of any personal injuries, damages, or violations of rights, sustained by any person or property in consequence of any neglect in safeguarding contract work or on account of any act or omission by the Contractor or his employees, or from any claims or amounts arising from violation of any law, bylaw, ordinance, regulation or decree. The Contractor agrees that this clause shall include claims involving infringement of patent or copyright.

E. *Exemption from Taxes*

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

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

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

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

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

*G. Invoicing and Payment*

The Contractor shall submit invoices, in duplicate, for services outlined above in the scope of services. Certified payroll shall be submitted with each pay request or invoice.

Invoices shall be based on the following schedule:

At completion of work – 95% of the contract amount with 5% held for retainage – the 5% retainage will be held until acceptance of the project by the Raymore City council, at which time final payment will be made. Payment will be based on actual services rendered and actual costs. All such invoices will be paid within thirty (30) days by the City of Raymore unless any items thereon are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The Bidder/Contractor shall provide complete cooperation during any such investigation.

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

*H. Cancellation*

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

*I. Contractual Disputes*

The Contractor shall give written notice to the City of Raymore of its intent to file a claim for money or other relief at the time of the occurrence or the beginning of the work upon which the claim is to be based.

The written claim shall be submitted to the City no later than sixty (60) days after final payment. If the claim is not disposed of by agreement, the City of Raymore shall reduce their decision to writing and mail or otherwise forward a copy thereof to the Contractor within thirty (30) days of receipt of the claim.

City decision shall be final unless the Contractor appeals within thirty (30) days by submitting a written letter of appeal to the Finance Director, or her designee. The Finance Director shall render a decision within sixty (60) days of receipt of the appeal.

J. *Severability*

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

K. *Applicable Laws*

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

L. *Drug/Crime Free Work Place*

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

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

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

M. *Inspection*

At the conclusion of each job order, the Bidder shall demonstrate to the Public Works Director or his authorized representative(s) of the City that the work is fully complete and in compliance with the scope of services. Any deficiencies shall be promptly and permanently corrected by the Bidder/Contractor at the Bidder's/Contractor's sole expense prior to final acceptance of work, and normal warranties shall be issued at point of final acceptance by the City of Raymore.

N. *No Escalation of Fees*

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

O. *Safety Training*

Bidders are informed that the Project is subject to the requirements of Section 292.675, RSMo, which requires all contractors or subcontractors doing work on the Project to provide, and require its on-site employees to complete, a ten (10) hour course in construction safety and health approved by the Occupational Safety and Health Administration ("OSHA") or a similar program approved by the Missouri Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program. All on-site employees of a contractor or subcontractor must have certification of successful completion of Required Safety Training within 60 days of project commencing. On-site employees must provide documentation that they have successfully completed the Required Safety Training *within the required time period*. If they cannot do so within 20 days of a request for such documentation, they must be removed from the project and their employers will be subject to penalties as described in the Act.

P. *Prevailing Wage Requirement (Public Projects under \$75,000 are excluded)*

The contract resulting from this solicitation is subject to the State of Missouri Prevailing Wage Law (Cass County Wage Order 25). The Contractor shall include the provisions of this clause in all subcontracts for work to be performed by subcontractors under this contract so that provisions of this clause are binding upon subcontractors.

Not less than the prevailing wage included must be paid to all workers performing work under the contract (section 290.250, RSMo).

The Contractor will forfeit a penalty to the contracting public body of \$100 per day (or portion of a day) for each worker that is paid less than the prevailing rate for any work done under the contract by the Contractor or by any Subcontractor (section 290.250, RSMo).

Q. *Permits/Certificates*

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

Certificate copies must be submitted with the RFP, if project utilizes any of the contractors listed herein; Class A & B Contractors, Electricians, Plumbers and Mechanical Contractors.

CLASS A & B Contractors, Electricians, Plumbers and Mechanical contractors who held a 2012 Raymore Occupational License, must provide proof of at least eight (8) continuing education credits (CEU) related to the trade for which the license was issued within the last year.

CLASS A & B Contractors, Electricians, Plumbers and Mechanical contractors who did not hold a 2012 Raymore Occupational License, must provide a certificate of competency with a passing grade (70% or higher) from a nationally recognized testing institution; OR possess a Contractor's License from a reciprocating city; OR provide proof of a Bachelor's degree in Structural Engineering, Architecture or Construction Science.

R. *Mobilization, Bonds and Insurance*

Mobilization, Bonds, and Insurance will be considered a lump sum item for payment. The total lump sum price for this item shall not exceed 5% of the total base bid price.

Payment shall be made on the following schedule.

Percentage of Contract Completed	Percentage Mobilization Payment
5%	25%
10%	50%
25%	75%
50%	100%

S. *Bid Bond*

A bid bond or certified check from a surety or bank, acceptable to the City Clerk, in an amount equal to, or greater than, 5% of the maximum total bid price must accompany each proposal. Prior acceptability of the proposed surety or bank furnishing the bid security, before the bid date, is recommended. An unacceptable bid security may be cause for rejection of the proposal. No bidder may withdraw his bid for a period of thirty (60) days after the date of opening of bids.

T. *Performance Bond*

The Contractor shall within ten (10) days after the receipt of the notice of award furnish the City with a Performance Bond in penal sum equal to the amount of the contract price, conditioned upon the performance by the Contractor of all undertakings, covenants, terms, conditions and agreements of the contract documents, and upon the prompt payment by the Contractor to all persons supplying labor and materials in the prosecution of the work provided by the contract documents. Such bond shall be executed by the Contractor and a corporate bonding company licensed to transact such business in the State in which the work is to be performed. The expense of this bond shall be borne by the Contractor. If at any time a surety on any such bond is declared as bankrupt or loses its right to do business in the State of Missouri, the Contractor shall within ten (10) days after notice from the City to do so, substitute an acceptable bond in such form and sum and signed by such other surety or

sureties as may be satisfactory to the City. The premiums on such bond shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable bond to the City.

*U. Payment Bond*

The Contractor shall within ten (10) days after the receipt of the notice of award furnish the City with a Payment Bond in penal sum equal to the amount of the contract price, conditioned upon the prompt payment by the Contractor to all persons supplying labor and materials in the prosecution of the work provided by the contract documents. Such bond shall be executed by the Contractor and a corporate bonding company licensed to transact such business in the state in which the work is to be performed. The expense of this bond shall be borne by the Contractor. If at any time a surety on any such bond is declared as bankrupt or loses its right to do business in the State of Missouri, the Contractor shall within ten (10) days after notice from the City to do so, substitute an acceptable bond in such form and sum and signed by such other surety or sureties as may be satisfactory to the City. The premiums on such bond shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable bond to the City.

*V. Maintenance Bond*

Prior to acceptance of the project by the Raymore City Council, the Contractor shall furnish the Owner with a Maintenance Bond in penal sum equal to an amount of one half (50%) of the contract price and that shall remain in full force and effect for a period of two (2) years from the date of project acceptance by the Raymore City Council. The Maintenance Bond shall guarantee all materials and equipment furnished and work performed shall be free of defects due to faulty materials or workmanship and that the Contractor shall promptly make such corrections as may be necessary by reason of such defects including the repair of any damage to the parts of the system resulting from such defects. The Owner will give notice of observed defects with reasonable promptness. In the event that the Contractor should fail to make such repairs, adjustments, or other work that may be made necessary by such defects, the Owner may do so with all costs, including administration fees, going against the Maintenance Bond. Such bond shall be executed by the Contractor and a corporate bonding company licensed to transact such business in the state in which the work is to be performed. The expense of this bond shall be borne by the Contractor. If at any time a surety on any such bond is declared a bankrupt or loses its right to do business in the State of Missouri, the Contractor shall within ten (10) days after notice from the Owner to do so, substitute an acceptable bond in such form and sum and signed by such other surety or sureties as may be satisfactory to the Owner. The premiums on such bond shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable bond to the Owner.

*W. Rejection of Bids*

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

*X. Release of Information*

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

*Y. American Products*

Pursuant to RSMo 34.353 for Contracts over \$25,000 any manufactured goods or commodities used or supplied in the performance of the Contract or subcontract shall be manufactured or produced in the United States, unless determined to be exempt as provided in the statute.

1. Contractor agrees that any manufactured goods or commodities that are used or supplied in the performance of this Contract or any subcontract hereto shall be manufactured or produced in the United States, unless;
  - a. The manufactured good or commodity used or supplied involves an expenditure of less than twenty-five thousand dollars (\$25,000), or
  - b. The contractor shall provide evidence sufficient for the City to certify in writing that:
    - i. The specified products are not manufactured or produced in the United States in sufficient quantities to meet the agency's requirements, or
    - ii. The specified products cannot be manufactured or produced in the United States within the necessary time in sufficient quantities to meet the agency's requirements.
2. The written certification contemplated by Subsection 1(b) of this Section Y shall;
  - a. Specify the nature of the contract,
  - b. Specify the product being purchased or leased,
  - c. Specify the names and addresses of the United States manufacturers and producers contacted by the City or the project architect or engineer,
  - d. Provide an indication that such manufacturers or producers could not supply sufficient quantities or that the price of the products would increase the cost of the contract by more than ten (10) percent, and
  - e. Such other requirements as may be imposed by Section 34.353 of the revised Statutes of Missouri, as amended.
3. The written certification contemplated by Subsection 1(b) of this Section Y shall be maintained by the City for a period of at least three (3) years.

*Z. Affidavit of Work Authorization and Documentation*

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

by

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

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

### E - VERIFY AFFIDAVIT

(As required by Section 285.530, RSMo)

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

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

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

**KNOWINGLY:** A person acts knowingly or with knowledge,  
(a) with respect to the person's conduct or to attendant circumstances when the person is aware of the nature of the person's conduct or that those circumstances exist; or  
(b) with respect to a result of the person's conduct when the person is aware that the person's conduct is practically certain to cause that result.

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

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

Name/Contractor: CARRY HUDGON District Sec

Company: REDFORD CONSTRUCTION CO.

Address: P.O. Box 1065 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 # 19-326-201.
- 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.

Redford Construction Co.

Company Name

[Signature]

Signature

Name: LARRY HUDGENS

Title: ASSIST SEC.

STATE OF MISSOURI COUNTY OF JACKSON

Subscribed and sworn to before me this 16<sup>th</sup> day of JULY, 2019.

Notary Public: Leila A. Abell

My Commission Expires: Feb. 24, 2023 Commission # 15390999

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.

**Leila A. Abell**  
**Notary Public - Notary Seal**  
**STATE OF MISSOURI**  
**Jackson County Comm. #15390999**  
**My Commission Expires Feb. 24, 2023**

**PROPOSAL FORM A**  
RFP 19-326-201

**PROPOSAL VALIDITY AND COMMITMENT TO SIGN AGREEMENTS**

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

FIRM NAME: REDFORD CONSTRUCTION CO.

ADDRESS: P.O Box 1065 Street

ADDRESS: Raymore Mo 64083  
City State Zip

PHONE: 816-540-2030

E-MAIL: larry@redfordconstruction.com

DATE: 7-17-19  
(Month-Day-Year)

[Signature] Assist Sec.  
Signature of Officer/Title

DATE: 7-17-19  
(Month-Day-Year)

[Signature]  
Signature of Officer/Title

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

Check One:

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

**PROPOSAL FORM B**  
RFP 19-326-201

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

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

**PROPOSAL FORM C**  
 RFP 19-326-201

**EXPERIENCE / REFERENCES**

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

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

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

<b>COMPANY NAME</b>	JCW
<b>ADDRESS</b>	11811 S SUNSET AVE Ks 66061
<b>CONTACT PERSON</b>	Andrew Wendel PE
<b>CONTACT EMAIL</b>	Andrew.wendel@JCW.ORG
<b>TELEPHONE NUMBER</b>	913-715-8540
<b>PROJECT, AMOUNT AND DATE COMPLETED</b>	LITTLE MILL CREEK No 7 2018 720,000

<b>COMPANY NAME</b>	City of Saint Joseph / GALENEY CONST
<b>ADDRESS</b>	1100 FREDERICK AVE ST JOE MO 64501
<b>CONTACT PERSON</b>	
<b>CONTACT EMAIL</b>	
<b>TELEPHONE NUMBER</b>	816-271-5300
<b>PROJECT, AMOUNT AND DATE COMPLETED</b>	EASTSIDE PLUMB & SPECTRO CONSULTING 2015 5.3 million

COMPANY NAME	City of Indep. / Whitig-Turner
ADDRESS	
CONTACT PERSON	SHAR D. Liman, harr Project Coordinator
CONTACT EMAIL	
TELEPHONE NUMBER	816-325-7611
PROJECT, AMOUNT AND DATE COMPLETED	Rock Creek WWTP - Yards Paving + 20' F.M 774,000 <sup>00</sup> 2014

COMPANY NAME	City of Overland Park
ADDRESS	2500 Santa Fe Dr OP KS 66212
CONTACT PERSON	
CONTACT EMAIL	
TELEPHONE NUMBER	913-295-6034
PROJECT, AMOUNT AND DATE COMPLETED	103rd & Cornwell Flood Control Sanity Seen Relocation 599,340 <sup>00</sup> 2015

COMPANY NAME	City of Kearney Mo
ADDRESS	
CONTACT PERSON	JIM Eldridge Cty Administrator
CONTACT EMAIL	Jeldridge@Kearneymo.us
TELEPHONE NUMBER	816-903-4729
PROJECT, AMOUNT AND DATE COMPLETED	West Interceptor Phase 2 Spring 2019 1.5 million

State the number of Years in Business: 25

State the current number of personnel on staff: 84

see Attchd Project Listing  
 AH

**PROPOSAL FORM D**

RFP 19-326-201

Proposal of REDFORD CONSTRUCTION, organized and  
(Company Name)  
existing under the laws of the State of MISSOURI, doing business  
as CORP (\*)

To the City of Raymore, Missouri: In compliance with your Request for Proposal, Bidder hereby proposed and agrees to furnish all labor, tools, materials and supplies to successfully complete all requirements defined in City Project No. 19-326-201 – Owen Good Force Main Repair.

This work is to be performed in strict accordance with the Plans and Specifications, including addendum number(s) 2, issued thereto, receipt of which is hereby acknowledged for the following unit prices.

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

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

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

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

**BID PROPOSAL FORM E – Project No. 19-326-201**

**Owen Good Force Main Repair**

**Base Bid**

Bid Items	Units	Estimated Quantities	\$/Units	Total
Mobilization, Bonds and Insurance	Lump Sum	1	25,000	25,000
Construction and Survey Controls	LS	1	1,500	1,500
Clearing and Grubbing	LS	1	6,500	6,500
SWPPP & Land Disturbance Permit	LS	1	10,000	10,000
24 inch Ductile Iron Pipe	Lin Ft	2050	170.00	348,500
Removal of Existing Force Main	LF	230	10.00	2,300
Creek Crossing	Each	1	5,000	5,000
Connection pipe to existing sewer pipe	Each	4	8,500	34,000
Temporary Reconnection to Force Main	Each	1	8,200	8,200
22 ½ & 11 ¼ Thrust Blocks	Each	2	9,000	18,000
11 ¼ Thrust Blocks	Each	1	4,500	4,500
45 Degree Thrust Blocks	Each	4	5,200	20,800
Point Repair	Each	1	12,500	12,500
Combination Air/Vacuum Relief Valve	Each	1	14,000	14,000
Concrete Trail Replacement	Sq Ft	3500	6.00	21,000
Privacy Fence Replacement	Lin Ft	100	45	4,500
Silt Fence	Lin Ft	1000	2.00	2,000
Concrete Encasement	Lin Ft	50	150	7,500
Rip-rap	Sq yds	100	50	5,000
Storm sewer crossings	Each	2	1,000	2,000
Restoration	Acres	3	1,800	5,400
Sod	Sq Yd	830	6.00	4,980
<b>TOTAL BASE BID</b>				<b>563,180.00</b>

Total Base Bid for Project Number: 19-326-201

\$ 563,180.00

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

(\$ Five Hundred Sixty Three Thousand One Hundred

In blank above write out the sum of the bid. *Eishy Dokes*

**BID PROPOSAL FORM E - RFP 19-326-201  
CONTINUED**

Company Name Redford Construction

By [Signature]  
Authorized Person's Signature

LARRY HUDGENS Assist Sec.  
Print or type name and title of signer

Company Address P.O Box  
1065 RAYMORE MO 64083

Phone 816-540-2030

Fax 816-540-3071

Email larry@redfordconstruction.com

Date 7-17-19

**ADDENDA**

Bidder acknowledges receipt of the following addendum:

Addendum No. 1

Addendum No. \_\_\_\_\_

**LATE BIDS CANNOT BE ACCEPTED!**

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



**ADDENDUM NO. 1**

Owen Good Force Main Repair

Project #19-326-201

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

**Addendum No. 1 - BID DUE DATE CHANGE & Clarification.**

- 1. The creek shall be considered jurisdictional waters of the US, necessitating a Corps of Engineers' permit in addition to the state land disturbance permit.**
- 2. The Temporary Connection is to be considered a Contingency item and may or may not be utilized. It will only be utilized at the prior approval of the City.**
- 3. Bid opening date has been moved to July 17, 2019 10:00 a.m. Questions will not be accepted after July 12, 2019 5:00 p.m.**
- 4. Maximum days to complete has been changed to 90 days. This does not change the 3 day limitation that the current line can be out of service due to the storage pond capacity.**
- 5. It's expected that the project will be awarded in late August, but the Notice to Proceed can be delayed until fall. The date will be negotiated after the bid is awarded.**
- 6. The residents at 1302 Cedar Ridge Circle, Tom and Pamala Hecker, were notified today (I spoke with their adult son, Trey) that the potential bidders may be coming by to check out the backyard.**

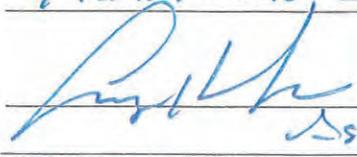
**7. Pre-Bid contractors:**

J&N Utilities	Breit Construction
Tasco LLC	Redford Construction
Pyramid Excavation	Hettinger Excavating

Any other questions regarding this proposal shall be submitted to Kim Quade, CPPB by email at [kquade@raymore.com](mailto:kquade@raymore.com) or by phone at (816) 892-3045. There will be no questions allowed after July 12th, 2019 at 5 p.m.

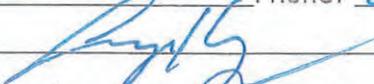
I hereby certify that the above have been considered and associated costs have been included in this bid.

Company Name: REDFORD CONSTRUCTION Co.

By:  LARRY HUDGENS  
Title: ASSIST SEC.

Address: P.O BOX 1065  
City, State, Zip: RAYMORE MO 64083

Date: 7-17-19 Phone: 816-540-2030

Signature of Bidder: 

**ADDENDUM MUST BE SUBMITTED WITH BID**



Gas Line

1900' Section to  
be replaced



150' Section to be replaced





# **New Business**





**CITY OF RAYMORE**  
**AGENDA ITEM INFORMATION FORM**

DATE: Aug. 26, 2019

SUBMITTED BY: Jim Cadoret

DEPARTMENT: Development Services

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

**TITLE / ISSUE / REQUEST**

Bill 3483: Right-of-Way Vacation Remington Subdivision

**STRATEGIC PLAN GOAL/STRATEGY**

2.3.3: Strengthen development and maintenance of streets

**FINANCIAL IMPACT**

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

**PROJECT TIMELINE**

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

**STAFF RECOMMENDATION**

Approval

**OTHER BOARDS & COMMISSIONS ASSIGNED**

Name of Board or Commission: Planning and Zoning Commission  
Date: Aug. 20, 2019  
Action/Vote: Approved 6-0

**LIST OF REFERENCE DOCUMENTS ATTACHED**

Staff Report  
Plat of Survey

**REVIEWED BY:**

Jim Feuerborn

## BACKGROUND / JUSTIFICATION

Staff is requesting approval to vacate two unused portions of platted street right-of-way in the Remington Subdivision. The right-of-way was initially planned to connect Hampton Drive to undeveloped land to the west. When the Creekmoor subdivision developed, Hampton Drive was continued to the west but the additional proposed right-of-way connections were not extended. These remnant pieces of right-of-way will never be utilized for street connections and should be vacated.

The adjoining property owners in the Remington Subdivision have agreed to accept the remnant pieces of right-of-way and commence maintenance of the land area.

**BILL 3483**

**ORDINANCE**

**"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, VACATING PLATTED STREET RIGHT-OF-WAY IN THE REMINGTON SUBDIVISION."**

**WHEREAS**, after a public hearing was held on August 20, 2019, the Planning and Zoning Commission submitted its recommendation of approval on the application to the City Council; and

**WHEREAS**, the City Council held a public hearing on August 26, 2019, 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 vacates the following two platted rights-of-way:

A tract of land being that platted portion of the right-of-way of Foxridge Drive lying adjacent to Lot 166, REMINGTON - 4TH PLAT, in the City of Raymore, Cass County, Missouri, recorded August 6, 2003 as Instrument # 272349 in Plat Book 18 at Page 26, except that part of land lying South of the Northerly right-of-way line of Hampton Drive as reestablished by SOUTHERN HILLS AT CREEKMOOR - SECOND PLAT, in the City of Raymore, Cass County, Missouri, recorded August 11, 2005 as File # 335190 in Plat Book 19 at Page 52, more particularly described as follows: Beginning at the Northwest Corner of said Lot 166; thence along a curve to the right having an Initial Tangent Bearing of South 08° 17' 29" West, with a radius of 2,050.00 feet, along the Westerly line of said Lot 166, an arc distance of 62.08 feet; thence on a reverse curve to the left, with a radius of 25.00 feet, along the Southwesterly line of said Lot 166, an arc distance of 29.90 feet; thence along a curve to the right, having an Initial Tangent Bearing of North 58° 30' 22" West, with a radius of 160.00 feet, along the Northerly right-of-way line of Hampton Drive as reestablished by said SOUTHERN HILLS AT CREEKMOOR - SECOND PLAT, an arc distance of 37.59 feet; thence North 00° 33' 11" East, along the West line of said REMINGTON - 4TH PLAT, a distance of 70.37 feet; thence North 89° 46' 27" East, along the North line of said REMINGTON - 4TH PLAT, a distance of 31.34 feet to the point of beginning and containing 2,027 square feet, more or less.

A tract of land being that platted portion of the right-of-way of Foxridge Drive lying adjacent to Lot 165, REMINGTON - 4TH PLAT, in the City of Raymore, Cass County, Missouri, recorded August 6, 2003 as Instrument # 272349 in Plat Book 18 at Page 26, and that part of land lying South of the Southerly right-of-way line of Hampton Drive as reestablished by SOUTHERN HILLS AT CREEKMOOR - SECOND PLAT, in the City of Raymore, Cass County, Missouri, recorded August 11, 2005 as File # 335190 in Plat Book 19 at Page 52, more particularly described as follows: Commencing at the Southwest Corner of said Lot 165; thence North 00° 33' 11" East, along the West line of said Lot 165, a distance of 116.48 feet to the True Point of Beginning; thence continuing North 00° 33' 11" East, along the prolongation of said West line, a distance of 46.65 feet to the Southerly right-of-way line of Hampton Drive as reestablished by said SOUTHERN HILLS AT CREEKMOOR - SECOND PLAT; thence on a curve to the left, having an Initial Tangent Bearing of South 65° 28' 46" East, with a radius of 210.00 feet, along said Southerly right-of-way line, an arc distance of 48.06 feet; thence North 78° 35'34" West, along the Northerly line of said Lot 165, a distance of 13.42 feet; thence on a curve to the left, being tangent with the last described course, with a radius of 25.00 feet, along the Northwesterly line of said Lot 165, an arc distance of 38.67 feet; thence on a reverse curve to the right, with a radius of 2,050.00 feet, along the Westerly line of said Lot 165, an arc distance of 15.94 feet to the point of beginning and containing 388 square feet, more or less.

Section 2. The City Council makes the findings of fact and accepts the recommendation of the Planning and Zoning Commission.

Section 3. Reversionary Rights. The statutory right of reversion in the owners of the real estate prior to recording of the Remington 2nd Plat is confirmed. The real estate contained within the right-of-way to be vacated shall be transferred to the owner of the abutting properties within the Remington Subdivision. The 2,022 square foot tract shall be transferred to the property owner of Lot 166, Remington 4th Plat and the 388 square foot tract shall be transferred to the property owner of Lot 165, Remington 4th Plat.

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 26TH DAY OF AUGUST, 2019.**

**BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 9TH DAY OF SEPTEMBER, 2019, BY THE FOLLOWING VOTE:**

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

ATTEST:

APPROVE:

\_\_\_\_\_  
Jean Woerner, City Clerk

\_\_\_\_\_  
Kristofer P. Turnbow, Mayor

\_\_\_\_\_  
Date of Signature



**To:** City Council  
**From:** Planning and Zoning Commission  
**Date:** August 26, 2019  
**Re:** Case #19016 Remington Estates ROW Vacation

## GENERAL INFORMATION

**Applicant/  
Property Owner:** City of Raymore, Missouri  
100 Municipal Circle  
Raymore, MO 64083

**Requested Action:** To vacate a portion of City Right-of-Way

**Property Location:** Hampton Drive, West of Laurus Drive



**Property Photographs:**



View looking at the south side of Hampton Drive at Lot 165 (1111 Hampton Drive).



View looking at the north side of Hampton Drive at Lot 166 (614 Laurus Drive).

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

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

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

**Legal Description:**

A tract of land being that platted portion of the right-of-way of Foxridge Drive lying adjacent to Lot 166, REMINGTON - 4TH PLAT, in the City of Raymore, Cass County, Missouri, recorded August 6, 2003 as Instrument # 272349 in Plat Book 18 at Page 26, except that part of land lying South of the Northerly right-of-way line of Hampton Drive as reestablished by SOUTHERN HILLS AT CREEKMOOR - SECOND PLAT, in the City of Raymore, Cass County, Missouri, recorded August 11, 2005 as File # 335190 in Plat Book 19 at Page 52, more particularly described as follows: Beginning at the Northwest Corner of said Lot 166; thence along a curve to the right having an Initial Tangent Bearing of South 08° 17' 29" West, with a radius of 2,050.00 feet, along the Westerly line of said Lot 166, an arc distance of 62.08 feet; thence on a reverse curve to the left, with a radius of 25.00 feet, along the Southwesterly line of said Lot 166, an arc distance of 29.90 feet; thence along a curve to the right, having an Initial Tangent Bearing of North 58° 30' 22" West, with a radius of 160.00 feet, along the Northerly right-of-way line of Hampton Drive as reestablished by said SOUTHERN HILLS AT CREEKMOOR - SECOND PLAT, an arc distance of 37.59 feet; thence North 00° 33' 11" East, along the West line of said REMINGTON - 4TH PLAT, a distance of 70.37 feet; thence North 89° 46' 27" East, along the North line of said REMINGTON - 4TH PLAT, a distance of 31.34 feet to the point of beginning and containing 2,027 square feet, more or less.

A tract of land being that platted portion of the right-of-way of Foxridge Drive lying adjacent to Lot 165, REMINGTON - 4TH PLAT, in the City of Raymore, Cass County, Missouri, recorded August 6, 2003 as Instrument # 272349 in Plat Book 18 at Page 26, and that part of land lying South of the Southerly right-of-way line of Hampton Drive as reestablished by SOUTHERN HILLS AT CREEKMOOR - SECOND PLAT, in the City of Raymore, Cass County, Missouri, recorded August 11, 2005 as File # 335190 in Plat Book 19 at Page 52, more particularly described as follows: Commencing at the Southwest Corner of said Lot 165; thence North 00° 33' 11" East, along the West line of said Lot 165, a distance of 116.48 feet to the True Point of Beginning; thence continuing North 00° 33' 11" East, along the prolongation of said West line, a distance of 46.65 feet to the Southerly right-of-way line of Hampton Drive as reestablished by said SOUTHERN HILLS AT CREEKMOOR - SECOND PLAT; thence on a curve to the left, having an Initial Tangent Bearing of South 65° 28' 46" East, with a radius of 210.00 feet, along said Southerly right-of-way line, an arc distance of 48.06 feet; thence North 78° 35' 34" West, along the Northerly line of said Lot 165, a distance of 13.42 feet; thence on a curve to the left, being tangent with the last described course, with a radius of 25.00 feet, along the Northwesterly line of said Lot 165, an arc distance of 38.67 feet; thence on a reverse curve to the right, with a radius of 2,050.00 feet, along the Westerly line of said Lot 165, an arc distance of 15.94 feet to the point of beginning and containing 388 square feet, more or less.

**Advertisement:** August 1, 2019 **Journal** newspaper  
August 8, 2019 **Journal** newspaper

**Public Hearing:** August 20, 2019 Planning Commission Meeting.  
August 26, 2019 City Council Meeting

**Items of Record:** **Exhibit 1. Mailed Notices to Adjoining Property Owners**  
**Exhibit 2. Notice of Publication**

**Exhibit 3. Unified Development Code**  
**Exhibit 4. Application**  
**Exhibit 5. Growth Management Plan**  
**Exhibit 6. Staff Report**

**Additional exhibits as presented during hearing**

**REQUEST**

Applicant is requesting to vacate roughly 0.05 acres (2,415 sq.ft.) of right-of-way located along the western property line of the property at 614 Laurus Drive, and the northwest corner of the property at 1111 Hampton Drive in the Remington Subdivision.

**EASEMENT VACATION REQUIREMENTS**

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

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

**PREVIOUS PLANNING ACTIONS ON OR NEAR THE PROPERTY**

1. The Remington 4th Plat, which created the subject property, was approved by the City on April 14, 2003.
2. The Southern Hills of Creekmoor 2nd Plat, which exists directly to the west, and abuts the right-of-way proposed to be vacated, was approved by the City on March 14, 2005

## **STAFF COMMENTS**

1. When the Preliminary Plat for the Remington Subdivision was approved, it contemplated the future construction of a north-south roadway along the western boundary of the plat, intersecting with Hampton Drive.
2. When the Remington 2nd Plat was approved, the subject right-of-way was dedicated to the City for the future construction of the roadway as part of another subdivision phase.
3. The Preliminary Plan and Memorandum of Understanding (MOU) for the Creekmoor PUD was approved by the City on January 26, 2004, and contemplated a different alignment for the previously proposed north-south roadway, which is the current alignment of Foxridge Drive.
4. The Southern Hills of Creekmoor 2nd Plat was approved by the City on March 14, 2005, and included the extension of Hampton Drive from the Remington 2nd subdivision north through Creekmoor.
5. The subject right-of-way abuts two single family homes, and common area for the Creekmoor subdivision.
6. Notices were sent to three of the adjoining property owners that abut the proposed right-of-way. All three property owners consented to the right-of-way vacation.
7. When right-of-way is vacated, the statutory right of reversion in the owners of the abutting property allows for the vacated area to be divided evenly among adjoining property owners. Because the subject ROW was created as part of the Remington Subdivision, and not the Creekmoor subdivision, the vacated area will be added to the properties in the Remington subdivision (614 Laurus Drive and 1111 Hampton Drive)

## **ENGINEERING DIVISION COMMENTS**

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

## **PLANNING COMMISSION PROPOSED FINDINGS OF FACT**

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

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

Legal notice of the request was published in *The Journal* Newspaper on August 1, 2019 for the Planning Commission public hearing, and again on August 8, 2019 for the City Council public hearing.

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

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

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

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

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

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

## REVIEW OF INFORMATION AND SCHEDULE

<u>Action</u>	<u>Planning Commission</u>	<u>City Council 1<sup>st</sup></u>	<u>City Council 2<sup>nd</sup></u>
Public Hearing	August 20, 2019	August 26, 2019	September 9, 2019

## STAFF RECOMMENDATION

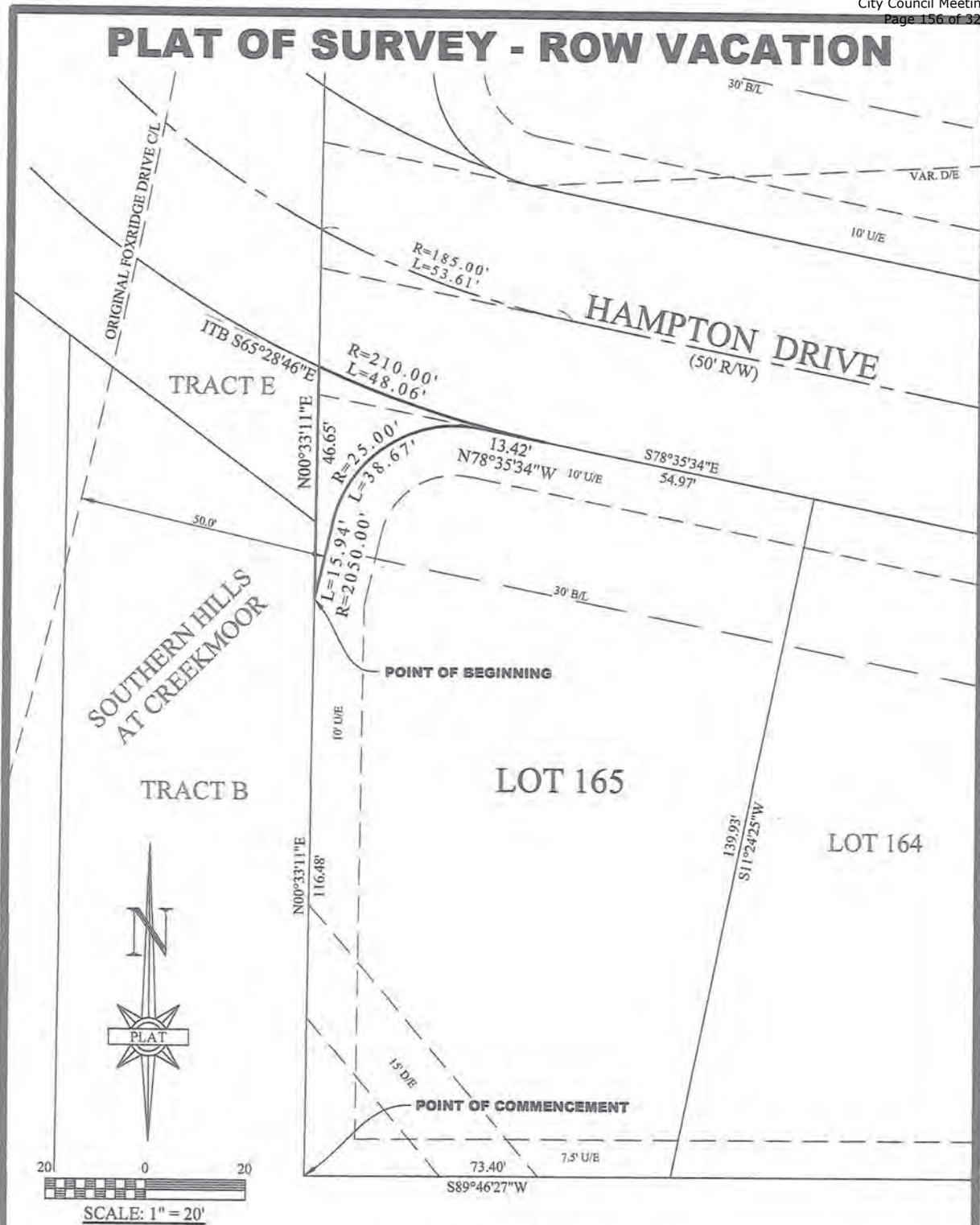
Staff recommends that the Planning and Zoning Commission accept the staff proposed findings of fact, and forward Case #19016 - Remington Estates Right-of-Way Vacation to the City Council with a recommendation of approval.

## PLANNING AND ZONING COMMISSION RECOMMENDATION

The Planning and Zoning Commission, at its August 20, 2019 meeting, voted 6-0 to accept the staff proposed findings of fact, and forward Case #19016 - Remington Estates Right-of-Way Vacation to the City Council with a recommendation of approval.



# PLAT OF SURVEY - ROW VACATION



**BASIS OF BEARING**  
 ASSUMED NORTH FROM RECORDED  
 PLAT OF REMINGTON - 4TH PLAT

*Michael J. Huffman*  
 MICHAEL J. HUFFMAN  
 MO. RLS-2268

*July 16, 2019*  
 DATE

<b>1111 HAMPTON DRIVE</b>		
<b>LOT 165</b>	<b>REMINGTON - 4TH PLAT</b>	<b>SHT 1 OF 2</b>
ORDERED BY: CITY OF RAYMORE ATTN: DAVID GRESS 100 MUNICIPAL CIRCLE RAYMORE, MO 64087 OFFICE: (816) 892-3015 dgress@raymore.com	DESCRIPTION: LOT 165, REMINGTON - 4TH PLAT, A SUBDIVISION RAYMORE, CASS COUNTY, MISSOURI.	
<b>HUFFMAN LAND SURVEYORS, LLC</b> P.O. Box 661 Raymore, MO 64083 Office: (816) 322-4544 Fax: (816) 331-4030 Email: huffmann@swbell.net	JULY 16, 2019	

# PLAT OF SURVEY - ROW VACATION

## LAND DESCRIPTION

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I, MICHAEL J. HUFFMAN, DO HEREBY CERTIFY THAT THE ABOVE PLAT OF SURVEY IS BASED ON AN ACTUAL FIELD SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION AND THAT SAID SURVEY MEETS OR EXCEEDS THE CURRENT MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS AS ADOPTED BY THE DEPARTMENT OF NATURAL RESOURCES, DIVISION OF GEOLOGY AND LAND SURVEY OF THE STATE OF MISSOURI, AND MISSOURI STANDARDS FOR PROPERTY BOUNDARY SURVEYS AS ADOPTED BY THE MISSOURI BOARD FOR ARCHITECTS, PROFESSIONAL ENGINEERS, LAND SURVEYORS AND LANDSCAPE ARCHITECTS. I FURTHER CERTIFY THAT I HAVE COMPLIED WITH ALL STATUTES, ORDINANCES AND REGULATIONS GOVERNING THE PRACTICE OF SURVEYING AND PLATTING OF SUBDIVISIONS TO THE BEST OF MY BELIEF.

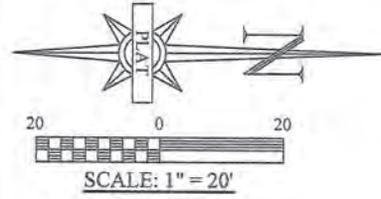
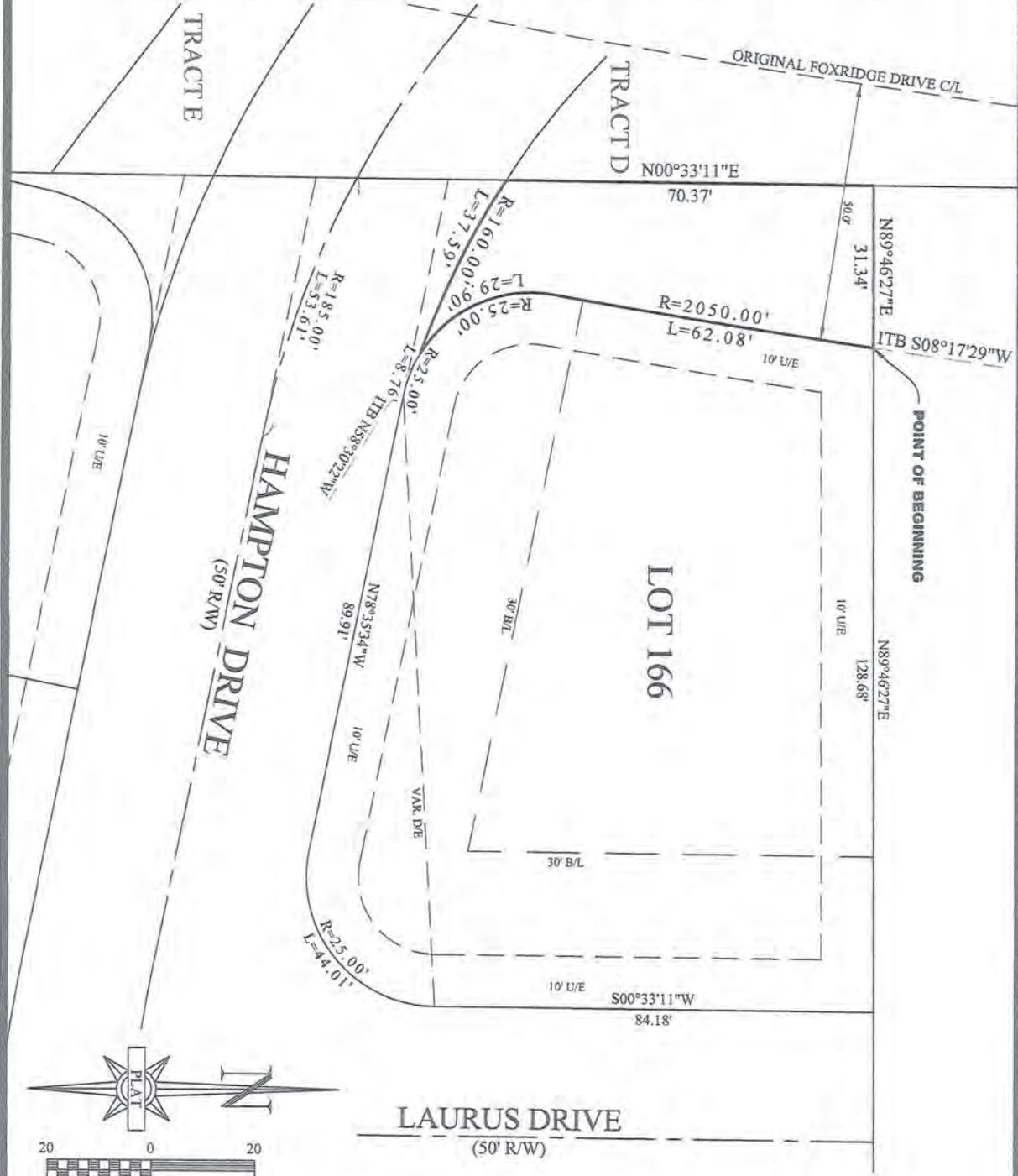
*Michael J. Huffman*  
 MICHAEL J. HUFFMAN  
 MO. RLS-2268

*July 16, 2019*  
 DATE

### 1111 HAMPTON DRIVE

LOT 165	REMINGTON - 4TH PLAT	SHT 2 OF 2
ORDERED BY: CITY OF RAYMORE ATTN: DAVID GRESS 100 MUNICIPAL CIRCLE RAYMORE, MO 64087 OFFICE: (816) 892-3015 dgress@raymore.com	DESCRIPTION: LOT 165, REMINGTON - 4TH PLAT, A SUBDIVISION RAYMORE, CASS COUNTY, MISSOURI.	
<b>HUFFMAN LAND SURVEYORS, LLC</b> P.O. Box 661 Raymore, MO 64083 Office: (816) 322-4544 Fax: (816) 331-4030 Email: huffmanm@swbell.net		JULY 16, 2019

# PLAT OF SURVEY - ROW VACATION



**BASIS OF BEARING**  
 ASSUMED NORTH FROM RECORDED  
 PLAT OF REMINGTON - 4TH PLAT

*Michael J. Huffman*  
 MICHAEL J. HUFFMAN  
 MO. RLS-2268

DATE July 16, 2019

**614 LAURUS DRIVE**

<p><b>LOT 166</b></p> <p>ORDERED BY: CITY OF RAYMORE                  ATTN: DAVID GRESS                  100 MUNICIPAL CIRCLE                  RAYMORE, MO 64087                  OFFICE: (816) 892-3015                  dgress@raymore.com</p> <p><b>HUFFMAN LAND SURVEYORS, LLC</b>                  P.O. Box 661                  Raymore, MO 64083                  Office: (816) 322-4544 Fax: (816) 331-4030                  Email: huffman@swbell.net</p>	<p><b>REMINGTON - 4TH PLAT</b></p> <p>DESCRIPTION:                  LOT 166, REMINGTON - 4TH PLAT, A SUBDIVISION                  RAYMORE, CASS COUNTY, MISSOURI.</p>	<p><b>SHT 1 OF 2</b></p> <p>JULY 16, 2019</p>
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# PLAT OF SURVEY - ROW VACATION

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*Michael J. Huffman*  
 MICHAEL J. HUFFMAN  
 MO. RLS-2268

*July 16, 2019*  
 DATE

### 614 LAURUS DRIVE

LOT 166	REMINGTON - 4TH PLAT	SHT 2 OF 2
ORDERED BY: CITY OF RAYMORE ATTN: DAVID GRESS 100 MUNICIPAL CIRCLE RAYMORE, MO 64087 OFFICE: (816) 892-3015 dgress@raymore.com	DESCRIPTION: LOT 166, REMINGTON - 4TH PLAT, A SUBDIVISION RAYMORE, CASS COUNTY, MISSOURI.	
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**CITY OF RAYMORE**  
**AGENDA ITEM INFORMATION FORM**

DATE: Aug. 26, 2019

SUBMITTED BY: Jim Cadoret

DEPARTMENT: Development Services

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

**TITLE / ISSUE / REQUEST**

Bill 3484: The Venue of The Good Ranch Rezoning

**STRATEGIC PLAN GOAL/STRATEGY**

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

**FINANCIAL IMPACT**

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

**PROJECT TIMELINE**

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

**STAFF RECOMMENDATION**

Approval

**OTHER BOARDS & COMMISSIONS ASSIGNED**

Name of Board or Commission: Planning and Zoning Commission  
Date: Aug. 20, 2019  
Action/Vote: Approve 5-1

**LIST OF REFERENCE DOCUMENTS ATTACHED**

Staff Report  
Exhibits

**REVIEWED BY:**

Jim Feuerborn

## BACKGROUND / JUSTIFICATION

Jake Loveless, representing Griffin Riley Property Group, is requesting to reclassify 25.7 acres located on the east side of Dean Avenue, north of North Cass Parkway, from A "Agricultural District" to PUD "Planned Unit Development District". The rezoning will allow for the development of The Venue of The Good Ranch, a 204-unit single-family attached development.

At its Aug. 20 meeting the Planning and Zoning Commission voted 5-1 to recommend approval of the rezoning.

**BILL 3484**

**ORDINANCE**

**"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AMENDING THE ZONING MAP FROM "A" AGRICULTURAL DISTRICT TO "PUD" PLANNED UNIT DEVELOPMENT DISTRICT, A 25.7 ACRE TRACT OF LAND LOCATED EAST OF DEAN AVENUE, NORTH OF NORTH CASS PARKWAY, IN RAYMORE, CASS COUNTY, MISSOURI."**

**WHEREAS**, after a public hearing was held on August 20, 2019, the Planning and Zoning Commission submitted its recommendation of approval on the application to the City Council; and

**WHEREAS**, the City Council held a public hearing on August 26, 2019, after notice of said hearing was published in a newspaper of general circulation in Raymore, Missouri, at least fifteen (15) days prior to said hearing.

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

Section 1. The City Council makes its findings of fact on the application and approves the recommendation of the Planning and Zoning Commission.

Section 2. The Zoning Map of the City of Raymore, Missouri, is amended by rezoning from "A" Agricultural District to "PUD" Planned Unit Development District, for the following property:

A TRACT OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 46 NORTH, RANGE 32 WEST, IN THE CITY OF RAYMORE, CASS COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS; COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 20; THENCE S 03°26'02" W, ALONG THE WEST LINE OF SAID SECTION 20; 1745.66 FEET; THENCE S 86°33'58" E, 202.95 FEET, TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF DEAN AVENUE, AS NOW ESTABLISHED; THENCE S 32°38'09" E, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 1842.81 FEET; THENCE ALONG A CURVE TO THE RIGHT BEING TANGENT TO THE LAST DESCRIBED COURSE WITH A RADIUS OF 1450.00 FEET, AND AN ARC LENGTH OF 6.65 FEET, SAID POINT BEING THE SOUTHWEST CORNER OF "MEADOWOOD OF THE GOOD RANCH 3<sup>RD</sup> PLAT", A SUBDIVISION IN THE CITY OF RAYMORE, CASS COUNTY, MISSOURI; THENCE N 57°37'37" E, 100.00 FEET, TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID DEAN AVENUE, AS NOW ESTABLISHED, SAID POINT BEING THE POINT OF BEGINNING; THENCE, ALONG THE SOUTHERLY LINE OF SAID PLAT OF MEADOWOOD, IN A NORTHEASTERLY DIRECTION, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, AND ALONG A CURVE TO THE RIGHT, HAVING AN INITIAL TANGENT BEARING OF N 32°21'40" W, A RADIUS OF 15.00 FEET, AND AN ARC LENGTH OF 23.49 FEET, TURNING INTO THE SOUTHERLY RIGHT-OF-WAY LINE OF SOUTH FOX RIDGE DRIVE, AS NOW ESTABLISHED; THENCE, CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, N 57°21'51" E, 18.78 FEET; THENCE, CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, AND ALONG A CURVE TO THE RIGHT BEING TANGENT TO THE LAST DESCRIBED COURSE, WITH A RADIUS OF 470.00 FEET, AND AN ARC LENGTH OF 326.50 FEET; THENCE, CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, S 82°49'58" E, 153.61 FEET; THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE, AND ALONG THE WESTERLY LINE OF A TRACT OF LAND GRANTED TO THE CITY OF RAYMORE, CASS COUNTY, MISSOURI, AND DESCRIBED IN BOOK 3177 AT PAGE 356, FOR THE FOLLOWING 23 COURSES, S 47°40'05" E, 65.22 FEET; THENCE SOUTH 06°43'46" E, 54.28 FEET; THENCE S 24°52'59" E, 101.31 FEET; THENCE S 07°16'14" E, 24.84 FEET; THENCE S 37°22'13" E, 67.21 FEET; THENCE S 55°49'58" E, 68.43 FEET; THENCE S 24°52'59" E, 101.31 FEET; THENCE SOUTH 07°16'14" E, 24.8 FEET; THENCE S 37°22'13" E, 67.21 FEET; THENCE S 55°49'58" E, 68.43 FEET; THENCE S 78°25'39" E, 40.71 FEET; THENCE S 60°11'28" E, 129.07 FEET; THENCE S 27°47'33" E, 95.37 FEET; THENCE S 43°24'40" E, 26.51 FEET; THENCE 13°35'20" W, 194.86 FEET; THENCE S 09°22'57" E, 142.33 FEET; THENCE S 12°09'04" E, 185.66 FEET; THENCE S 16°58'52" W, 36.55 FEET; THENCE S 11°09'22" E, 239.14 FEET; THENCE S 38°56'55" E, 46.21 FEET; THENCE S

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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 26TH DAY OF AUGUST, 2019.**

**BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 9TH DAY OF SEPTEMBER, 2019, BY THE FOLLOWING VOTE:**

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

ATTEST:

APPROVE:

\_\_\_\_\_  
Jean Woerner, City Clerk

\_\_\_\_\_  
Kristofer P. Turnbow, Mayor

\_\_\_\_\_  
Date of Signature



**To:** City Council  
**From:** Planning and Zoning Commission  
**Date:** August 26, 2019  
**Re:** **Case #19019: The Venue of the Good Ranch PUD Rezoning and Preliminary Development Plan**

## GENERAL INFORMATION

**Applicant/  
Property Owner:** Jake Loveless, Griffin Riley Property Group  
21 SE 29th Terrace  
Lee's Summit, MO 64082

**Requested Action:** Reclassification of zoning from "A" Agricultural District to "PUD" Planned Unit Development, and preliminary development approval

**Property Location:** Northeast corner of Dean Avenue and North Cass Parkway



**Site Photographs:**



View looking north along Dean Avenue from the southeast corner of the proposed site.



View looking east along North Cass Parkway from the southeast corner of the proposed site.



The existing farm pond that will be rehabilitated into a stormwater/amenity feature.



View looking north along Dean Avenue, located roughly at the proposed subdivision entrance.



View looking south east toward Hubach Hill Rd. and the Stonegate subdivision from the proposed subdivision entrance at Dean Avenue.



View looking south at the proposed site at the intersection of Fox Ridge Drive and Buffalo Grass Drive (Meadowood 3rd). The existing pond is located directly south of this intersection. A subdivision entrance is proposed to the west of the pond.



View looking west along Fox Ridge Drive from Buffalo Grass Drive (Meadowood 3rd). A subdivision entrance is proposed mid-block between Buffalo Grass Drive and Dean Avenue.



View looking east along Fox Ridge Drive towards the Wood Creek and Stonegate Subdivisions.

**Existing Zoning:** "A" Agricultural District

**Proposed Zoning:** "PUD" Planned Unit Development District

**Existing Surrounding Uses:**

<b>North:</b>	Single Family Residential
<b>South:</b>	Undeveloped (future commercial)
<b>East:</b>	Public Use (Linear Park) Single Family Residential
<b>West:</b>	Undeveloped (future commercial)

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

**Major Street Plan:** The Major Thoroughfare Plan Map contained in the Growth Management Plan classifies Dean Avenue and North Cass Parkway as Minor Arterial Roadways. Fox Ridge Drive is classified as a Minor Collector. Proposed roads in the development are classified as Local Roads.

**Legal Description:**

A TRACT OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 46 NORTH, RANGE 32 WEST, IN THE CITY OF RAYMORE, CASS COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS; COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 20; THENCE S 03°26'02" W, ALONG THE WEST LINE OF SAID SECTION 20; 1745.66 FEET; THENCE S 86°33'58" E, 202.95 FEET, TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF DEAN AVENUE, AS NOW ESTABLISHED; THENCE S 32°38'09" E, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 1842.81 FEET; THENCE ALONG A CURVE TO THE RIGHT BEING TANGENT TO THE LAST DESCRIBED COURSE WITH A RADIUS OF 1450.00 FEET, AND AN ARC LENGTH OF 6.65 FEET, SAID POINT BEING THE SOUTHWEST CORNER OF "MEADOWOOD OF THE GOOD RANCH 3RD PLAT", A SUBDIVISION IN THE CITY OF RAYMORE, CASS COUNTY, MISSOURI; THENCE N 57°37'37" E, 100.00 FEET, TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID DEAN AVENUE, AS NOW ESTABLISHED, SAID POINT BEING THE POINT OF BEGINNING; THENCE, ALONG THE SOUTHERLY LINE OF SAID PLAT OF MEADOWOOD, IN A NORTHEASTERLY DIRECTION, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, AND ALONG A CURVE TO THE RIGHT, HAVING AN INITIAL TANGENT BEARING OF N 32°21'40" W, A RADIUS OF 15.00 FEET, AND AN ARC LENGTH OF 23.49 FEET, TURNING INTO THE SOUTHERLY RIGHT-OF-WAY LINE OF SOUTH FOX RIDGE DRIVE, AS NOW ESTABLISHED; THENCE, CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, N 57°21'51" E, 18.78 FEET; THENCE, CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, AND ALONG A CURVE TO THE RIGHT BEING TANGENT TO THE LAST DESCRIBED COURSE, WITH A RADIUS OF 470.00 FEET, AND AN ARC LENGTH OF 326.50 FEET; THENCE, CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, S 82°49'58" E, 153.61 FEET; THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE, AND ALONG THE WESTERLY LINE OF A TRACT OF LAND GRANTED TO THE CITY OF RAYMORE, CASS COUNTY, MISSOURI, AND DESCRIBED IN BOOK 3177 AT PAGE 356, FOR THE FOLLOWING 23 COURSES, S 47°40'05" E, 65.22 FEET; THENCE SOUTH 06°43'46" E, 54.28 FEET; THENCE S 24°52'59" E, 101.31 FEET; THENCE S 07°16'14" E, 24.84 FEET; THENCE S 37°22'13" E, 67.21 FEET; THENCE S 55°49'58" E, 68.43 FEET; THENCE S 24°52'59" E, 101.31 FEET; THENCE SOUTH 07°16'14" E, 24.8 FEET; THENCE S 37°22'13" E, 67.21 FEET; THENCE S 55°49'58" E, 68.43 FEET; THENCE S 78°25'39" E, 40.71 FEET; THENCE S 60°11'28" E, 129.07 FEET; THENCE S 27°47'33" E, 95.37 FEET; THENCE S 43°24'40" E, 26.51 FEET; THENCE 13°35'20" W, 194.86 FEET; THENCE S 09°22'57" E, 142.33 FEET; THENCE S 12°09'04" E, 185.66 FEET; THENCE S 16°58'52" W, 36.55 FEET; THENCE S 11°09'22" E, 239.14 FEET; THENCE S 38°56'55" E, 46.21 FEET; THENCE S 15°33'04" W, 39.01 FEET; THENCE S 28°22'33" W, 122.42 FEET; THENCE S 43°17'22" W, 52.61 FEET; THENCE S 22°59'58" W, 69.66 FEET; THENCE 37°04'30" W, 165.15 FEET; THENCE S 12°56'13" W, 121.00 FEET;

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**Advertisement:** August 1, 2019 edition of **The Journal**  
August 8, 2019 edition of **The Journal**

**Public Hearing:** August 20, 2019 Planning Commission meeting  
August 26, 2019 City Council meeting

**Items of Record:** **Exhibit 1. Mailed Notices to Adjoining Property Owners**  
**Exhibit 2. Notice of Publication**  
**Exhibit 3. Unified Development Code**  
**Exhibit 4. Application**  
**Exhibit 5. Growth Management Plan**  
**Exhibit 6. Good Ranch Land Use Plan**  
**Exhibit 7. Staff Report**  
**Exhibit 8. Proposed Development Plan**  
**Exhibit 9. Comments from Adjacent Property Owners**  
**Exhibit 10. Good Neighbor Informational Meeting Summary**  
**Exhibit 11: Draft Memorandum of Understanding**

**Additional exhibits as presented during hearing**

## REQUEST

Applicant is requesting to reclassify the zoning designation of 25.7 acres of land from the current "A" Agricultural District to a "PUD" Planned Unit Development District to develop the next phase of the Good Ranch. A request for PUD zoning includes a requirement to submit a preliminary development plan.

## 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**

- Initially approved in 1994, the Good Ranch community was planned for a mixture of residential, commercial and light industrial uses spread over 1,700 acres.
- Other residential phases, including Wood Creek, Stonegate, The Meadows and Meadowood of the Good Ranch have been approved and completed over the last several years.
- The most recent phase, Prairie View of the Good Ranch, was approved by the City on November 27, 2017. This phase is currently under construction.
- The approved Land Use Plan for the Good Ranch, approved in 1994, identified this area (Tract 2) as appropriate for attached single family development, which is consistent with the request.
- On June 14, 2006, the City Council approved a request to rezone a portion of Tract 2 from the previous "A" Agricultural District to "R-1P" Single Family Planned Residential District to allow for the development of the Meadowood subdivision.

## **GOOD NEIGHBOR INFORMATIONAL MEETING COMMENTS**

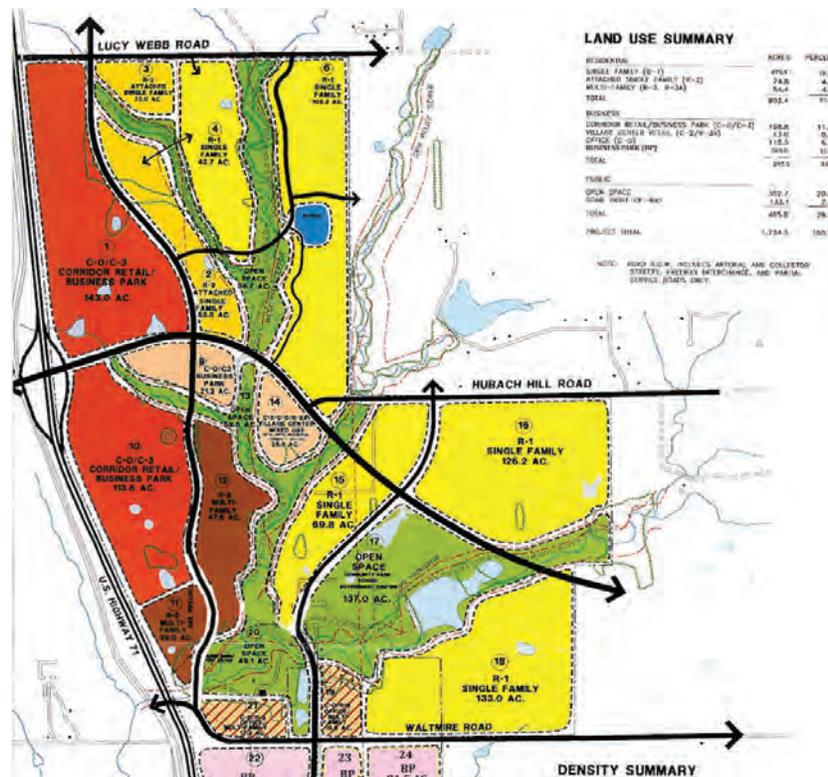
A Good Neighbor Informational meeting was held on August 7, 2019. 90+ residents attending the meeting, in addition to City staff, the applicant, and the project engineer. A summary of the meeting has been attached to the staff report, and is identified as Exhibit 10

## **ENGINEERING DIVISION COMMENTS**

The Engineering Division of the Public Works Department has reviewed the application and indicated that it does comply with the design standards of the City of Raymore and recommends approval of the application. Please see the attached memorandum for specific comments.

## STAFF COMMENTS

1. The Good Ranch Land Use Plan, initially approved in 1994, identified the subject property (Tract 2) as appropriate for attached single family dwellings. The Good Ranch Land Use Plan, and associated Memorandum of Understanding (MOU), provide guidance and assurance that the Developer (Good-Otis LLC) agrees to development the land in accordance with the approved Land Use Plan and that the City agrees to rezone property in accordance with the approved Land Use Plan.
  
2. Attached single family dwellings, commonly referred to as townhomes, are permitted by right under the "R-3" Medium Density Residential District, and the "R-3A" Multiple Family Residential District. A Planned Unit Development (PUD) can be approved to accommodate the development of attached single family townhomes.
  
3. The Land Use Plan for the Good Ranch community was amended to allow the construction of the Meadows and Meadowood subdivisions. This area was originally planned for attached single-family dwellings. The amendment allowed for the construction of detached single-family dwelling units.
  - o The amendment to the Land Use plan only applied to the Meadows and Meadowood subdivisions, with Tract 2 left with the "attached single-family" designation.



4. The creation of a Planned Unit Development (PUD) District allows for greater flexibility in the design of buildings, yards, courts and circulation in exchange for the provision of platted common open space, amenities and enhanced design. The following components of the proposed development are being included as part of the PUD request:

- Variety in Building Elevations** - The applicant has provided (2) distinct building types, each with a distinct building facade. The variety in building types will help mitigate the appearance of monotony within the development. The development proposes two variations of a standard front-garage entry unit, with a 1-car and 2-car options, as well as a rear-loaded garage option. The units with rear-loaded garages will have vehicular access off of proposed Cedarcrest Drive, with front-door pedestrian access along Dean Avenue.
- Private Amenities and Open Space**- The proposed subdivision includes a number of private open space and amenities spread throughout, including a playground, pickleball courts, dog park, pool, clubhouse, on-street guest parking areas, and centralized solid waste collection areas. The PUD provides the proper mechanisms for the maintenance and control of common open space and amenities.
- Development Standards** - To accommodate the building types and amenities proposed within the subdivision, the applicant has requested the following development standards for the property.

	PUD (Proposed)	R-3	R-3A
<b>Minimum Lot Area Per Lot</b>	---	11,250 sq.ft.	12,000 sq.ft.
Lot 1	1.94ac.	---	---
Lot 2	2.98ac.	---	---
Lot 3	3.31ac.	---	---
Lot 4	2.18ac.	---	---
Lot 5	1.76ac.	---	---
Lot 6	2.23ac.	---	---
per dwelling unit	---	3,750 sq.ft.	2,000 sq.ft.
Lot 1	3,022 sq.ft.	---	---
Lot 2	3,609 sq.ft.	---	---
Lot 3	3,008 sq.ft.	---	---
Lot 4	2,972 sq.ft.	---	---
Lot 5	3,193 sq.ft.	---	---
Lot 6	2,704 sq.ft.	---	---
<b>Minimum Lot Width (feet)</b>	90	90	90
<b>Minimum Lot Depth (feet)</b>	100	120	120
<b>Yards, Minimum (feet)</b>			
front	25	30	30
rear	30	30	30
side	9	10	10
<b>Maximum Building Height (feet)</b>	40	50	50
<b>Maximum Building Coverage (%)</b>	40	30	40
<b>Minimum Building Separation (feet)</b>	15	20	20

5. The minimum parking standards for the uses allowed within the proposed development are as follows:

Use	Minimum Parking Spaces Required
<b>RESIDENTIAL USES</b>	
Single Family Dwelling, Attached	2 per dwelling unit

Based on the 204 proposed units, a total of 408 spaces are required. Through the provision of off-street driveway/garage parking, and the provision of additional on-street dedicated guest parking spaces, a total of 455 parking spaces have been provided on the proposed plan.

6. A Memorandum of Understanding (MOU) has been prepared for the proposed rezoning and preliminary development plan that outline the expectations from the applicant and City regarding the project. A development agreement will be prepared when final plat applications are submitted.
7. Of the existing housing stock within the City of Raymore, the number of housing units by type can be summarized as follows:
- **Single Family Dwellings** - 83.84%
  - **Two Family Dwellings** - 5.04%
  - **Four Family Dwellings** - 8.88%
  - **5+ Family Dwellings** - 2.23%
8. According to US Census and American Community Survey (ACS) data, the breakdown of occupied residential dwelling units by ownership type (owner vs. renter), including attached and detached single family dwellings, as well as all multi-family dwellings, within the City of Raymore can be summarized as follows:

	<b>Raymore, MO</b>	Kansas City Metro Area	United States
Owner Occupied Units	<b>81%</b>	67%	65%
Renter Occupied Units	<b>19%</b>	33%	35%

9. The Good Ranch Community Master Plan, Land Use Plan, as well as the proposed preliminary development plan, employ a number of positive planning principles, including interconnectivity between neighborhoods and similar land uses through the use of greenways and linear parks, and the separation of sensitive land uses (schools, single family neighborhoods) from higher intensity uses (commercial, higher density residential, light industrial, etc...) through the use of natural buffers and land use transitions.
- The Good Ranch Land Use Plan utilizes a land use transition from future commercial and light-industrial development on the east side of I-49, west of Dean Avenue, to medium-high density residential

development on the east side of Dean Avenue. The proposed attached single family residential areas provide a logical land use transition between future commercial and light industrial uses and existing single family subdivisions.

- The existing and future linear park system provides a substantial natural separation between the future commercial, light-industrial, and higher density residential development and the single family subdivisions that exist on the east side of the creek and linear park area.

10. The use of land-use transitions between different land uses, including the transition between single family detached homes, attached single family homes, higher density multi-family dwellings, and commercial and industrial uses is a common practice seen throughout our community. The attached Land Use Transition Map shows the natural transition of land uses that has been utilized in other developments in our community including:

- **Timber Trails**  
(Medium Density Attached Single Family > Single Family)
- **Remington Subdivision**  
(Commercial > Attached Single Family > Single Family)
- **Town Center**  
(Commercial > Attached Single Family > Single Family)

11. The rezoning request and preliminary development plan were shared with the Raymore-Peculiar School District. No concerns were received.

12. The rezoning request and preliminary development plan were shared with the South Metropolitan Fire Protection District. No concerns were received.

13. Notices of the Good Neighbor Meeting and Planning and Zoning Commission public hearing were mailed to forty-three (43) adjacent property owners, as well as HOA groups. Staff has included comments that were received as "Exhibit 9" of the staff report.

14. A primary concern raised by residents who attended the Good Neighbor meeting was the perceived impact the proposed development would have on the values of their detached single family homes. Staff completed research on the question and found the following:

- Immediately adjacent to the Sky-Vue development are two newer subdivisions, Hidden Meadows and Monroe Park, both of which were built after the Sky-Vue units were constructed. Values of the single family homes closest to Sky-Vue units (properties are immediately adjacent to the units) have steadily been increasing over the past 6 years.
- Immediately adjacent to the Manor Homes apartment community are detached single-family homes in the Eagle Glen subdivision and Silver

Lake subdivision. Values of the single family homes closest to the apartment community (properties are immediately adjacent to the apartments) have steadily been increasing over the past 6 years. New single-family homes, with apartment buildings as close as 80-feet away, have been constructed and sold over the past few years in Eagle Glen subdivision. The value of these homes have steadily been increasing over the past 6 years.

- o New homes were built in Creekmoor Subdivision within 90 feet of existing duplex units. The value of these homes have steadily been increasing over the past 6 years.

15. The City Economic Development Director has reported to City Council on several occasions that the developers and businesses he meets with about the commercial land available at the North Cass Parkway interchange area share two principal concerns with him:
  - a. Traffic volumes on North Cass Parkway and Dean Avenue are significantly below the threshold needed to attract commercial development to the area; and
  - b. Residential development of higher density, specifically market rate apartments and townhomes, near the commercial area, are needed.

## **PLANNING COMMISSION PROPOSED FINDINGS OF FACT**

Under Section 470.050 of the Unified Development Code, the Planning and Zoning Commission and City Council are directed concerning its actions in dealing with a PUD request. Under 470.050 (F) the Planning and Zoning Commission and City Council is directed to make findings of fact taking into consideration the following:

### **1. the preliminary development plan's consistency with the Growth Management Plan and all other adopted plans and policies of the City;**

There are inconsistencies between the preliminary development plan, the Growth Management Plan (GMP), and the Good Ranch Land Use Plan, specifically the land use component. The GMP identifies this area as appropriate for low density development, while the Good Ranch Land Use Plan identifies Tract 2 as appropriate for attached single-family (medium density). Because of the MOU that currently exists with Good-Otis LLC, the Good Ranch Land Use Plan map governs future land use of the property.

When the Meadows and Meadowood subdivisions were planned, the GMP was modified to reflect the change from medium density to low density in those areas. Inadvertently, the change from medium density to low density covered the entirety of Tract 2, which is still identified as medium density on the Good Ranch Land Use plan.

The Good Ranch Land Use Plan is the guiding document for this neighborhood, thus the request is consistent with the approved plan.

Additionally, the City's adopted Strategic Plan, adopted in 2017, and Growth Management Plan include goals and strategies that are supported by the proposed development, including:

- **Strategic Plan Goal 3.2.4** - Provide quality, diverse housing options that meet the needs of current and future residents.
- **GMP Physical Development Goal 4.2** - Support development applications that provide for choices in housing style and cost.

**2. the preliminary development plan's consistency with the PUD standards of Section 415.060, including the statement of purpose;**

The proposed preliminary development plan is consistent with the standards for a Planned Unit Development. The purpose of the proposed PUD and preliminary development plan is to provide flexibility in the design, location, orientation and phasing of the proposed development in order to meet the needs of the developer, applicant, and future tenants of the buildings.

The proposed PUD provides the proper mechanisms for unified ownership of all proposed buildings within the development, as well as the provision and maintenance of all common areas and amenities that are being proposed.

**3. the nature and extent of common open space in the PUD;**

Common open space is being provided as part of the development. Dedicated playground and park space, pickleball courts, a pool, clubhouse and dog park are being proposed as amenities for residents. Roughly 7 acres of the proposed development have been identified as common open space.

**4. the reliability of the proposals for maintenance and conservation of common open space;**

The PUD designation will require the developer/property owner to create a property owner's association that will assume the maintenance of all common areas, detention basins, amenities and guest parking areas. Additionally, a stormwater maintenance agreement will be required for the stormwater detention areas, which will involve requirements for perpetual maintenance.

**5. The adequacy or inadequacy of the amount and function of common open space in terms of the densities and dwelling types proposed in the plan;**

The proposed preliminary development plan does provide common open space. The plan proposes roughly 7 acres of open space, roughly 27% of the entire land area of the development, which includes a number of active and passive recreational amenities.

**6. whether the preliminary development plan makes adequate provision for public services, provides adequate control over vehicular traffic, and furthers the amenities of light and air, recreation and visual enjoyment;**

The preliminary development plan does make adequate provisions for public services, adequate control over vehicular traffic and parking, and furthers the amenities of light and air, recreation and visual enjoyment. The proposed units maintain significant separation between other adjacent buildings, using the existing stream corridor to mitigate any visual impact to surrounding neighborhoods.

The proposed plan includes area for guest parking to reduce the congestion of parked cars along the street, as well as centralized solid waste collection areas that will minimize the amount of trash and recycling containers along the street, and limit the amount of truck traffic within the proposed neighborhood.

**7. whether the preliminary development plan will have a substantially adverse effect on adjacent property and the development or conservation of the neighborhood area;**

The proposed development plan will not have an adverse effect on the adjacent properties. Future commercial development is planned to the west of the subject property, along Dean Avenue. The proposed development provides a logical land use transition between the commercial development to the west, and the existing neighborhoods within the Good Ranch Community to the east.

Additionally, the existing stream corridor will be preserved and left as a natural barrier to mitigate any visual impact that may result from the proposed development.

**8. whether potential adverse impacts have been mitigated to the maximum practical extent;**

The potential adverse impacts on surrounding properties have been mitigated to the maximum practical extent. Buildings on the proposed site are completely separated from other single family homes adjacent to the site at a distance anywhere from 270 feet, to more than 800 feet, by a heavily wooded stream corridor. This natural buffer will significantly mitigate any adverse visual impact that may result from the proposed development.

Additionally, congestion generated by on-street guest parking that is typically associated with attached single family development has been mitigated to the most practical extent through the provision of 47 dedicated on-street parking spaces that are located throughout the proposed subdivision. These spaces would be maintained by the developer for the use of residents and their guests.

**9. whether the preliminary development plan represents such a unique development proposal that it could not have accomplished through the use of (non-PUD) conventional Unified Development Code;**

The proposed preliminary development plan does represent a unique development proposal that could not have been accomplished through the use of conventional zoning districts and development standards.

Attached single family dwellings (townhomes) are permitted in the R-3 and R-3A zoning districts. However, such zoning districts do not allow the flexibility needed for the provision of common open space and amenities. Additionally, the proposed development standards that the PUD zoning designation provides allows the flexibility for the applicant to provide multiple building types and elevations.

**10. the sufficiency of the terms and conditions proposed to protect the interests of the public and the residents of the PUD in the case of a plan that proposes development over a period of years.**

The applicant is requesting preliminary approval for the entire development, with plans to construct the subdivision in concurrent phases. The terms and conditions outlined within the MOU have been deemed to be sufficient to protect the interests of the public and the residents of the PUD

## REVIEW OF INFORMATION AND SCHEDULE

<u>Action</u>	<u>Planning Commission</u>	<u>City Council 1<sup>st</sup></u>	<u>City Council 2<sup>nd</sup></u>
Public Hearing	August 20, 2019	August 26, 2019	September 9, 2019

## STAFF RECOMMENDATION

The Good Ranch Community Master Plan was originally approved in 1994, and contemplated a variety of land uses spread over the entire 1,700 acres. The overall Land Use plan for the community identified this tract of land as appropriate for the future development of attached single family homes. While portions of this area have been modified to allow for the development of single family homes (Meadows and Meadowood), staff believes this property is still well suited for attached single family development.

**Zoning:** The Unified Development Code outlines provisions for the development of single family attached dwelling within the R-3 and R-3A zoning district, subject to certain development standards. While the proposed Planned Unit Development (PUD) also allows for the development of attached single family dwellings, it also provides the City, and the general public, more assurance and security relative to the quality of development proposed on the site through the incorporation of a Memorandum of Understanding (MOU), an agreement that is not required within the R-3 and R-3A zoning districts. The MOU ensures that the property will be

developed in accordance with the approved preliminary plan.

**Land Use:** Given the variety of land uses approved on the west side of Dean Avenue, north and south of North Cass Parkway as part of the Good Ranch Master Plan, the proposed development provides a logical and well-planned land use transition that buffers the existing single family subdivisions from future commercial and light industrial growth. Additionally, the preservation of the existing stream corridor and placement of stormwater facilities provides an additional buffer between land uses.

**Transportation:** Both Dean Avenue and North Cass Parkway were built as arterial roadways that were designed to accommodate both existing traffic, as well as traffic generated by future development within the Good Ranch and surrounding areas. Fox Ridge Drive was built as a collector roadway and provides connectivity of the proposed development to the Stonegate Elementary School, and another access point to Dean Avenue. Based on existing traffic volumes, there is ample available capacity for these roadways to absorb additional traffic that will be generated by the proposed development.

**Strategic Plan:** The City Strategic Plan, adopted in 2017, includes the goal to provide quality, diverse housing options that meet the needs of current and future residents. The City currently has housing options that include:

- Detached single-family homes in a golf-course community
- Detached single-family homes on ¼ acre lots with, or without, an HOA
- Large Lot single-family homes
- Detached single-family homes on small, narrow lots
- Maintenance provided single-family developments
- Age-restricted single-family developments
- Duplex units (no amenities)
- Townhome units (no amenities)
- Apartment complex units

What the City currently does not have is a townhome development with amenities. The proposed development will meet the housing option need and demand for townhome units with amenities.

City Staff recommends that the Planning and Zoning Commission accept the staff proposed findings of fact, and forward Case #19019: The Venue of the Good Ranch PUD Rezoning and Preliminary Development Plan to the City Council with a recommendation of approval.

## **PLANNING AND ZONING COMMISSION RECOMMENDATION**

The Planning and Zoning Commission, at its August 20, 2019 meeting, voted 5-1 to accept the staff proposed findings of fact, and forward Case #19019: The Venue of

the Good Ranch PUD Rezoning and Preliminary Development Plan to the City Council with a recommendation of approval.

**To:** Planning and Zoning Commission

**From:** Department of Public Works

**Date:** August 5, 2019

**RE:** Venue of the Good Ranch (Preliminary Plan)

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The Public Works and Engineering Department has reviewed the application for Venue of the Good Ranch, and offers the following comments:

**Project Location:** The development is located in the northeast corner of Dean and North Cass Parkway.

**Impacts on Transportation System(s):** Access to the project will be off of Dean, North Cass and Foxridge Drive. These streets have sufficient capacity to handle the traffic that will be created from the proposed project as well as any and all development of the adjacent properties. Streets within the proposed development will be restricted as no parking when the project is completed because of the lack of adequate spacing between driveways. Off street parking is being provided for additional parking.

**Adequate Public Facilities:**

**Sanitary Sewer System** - The project will be served by an existing gravity sewer on Dean.

**Water System** - The project is served by Water District 10.

**Storm Water System/Water Quality** - Other residential subdivisions within the Good Ranch, including Stonegate, Meadows, Meadowood, and Wood Creek were approved without any stormwater detention facilities. These subdivisions utilize the greenspace surrounding the creeks within the Good Ranch, which is identified by FEMA as floodplain area, to handle stormwater runoff. This is allowed by City Code.

Stormwater for the proposed Venue of the Good Ranch will be handled through dry detention facilities and a small pond. These facilities will be able

to handle all the runoff from the development. Water quality measures/BMPs will be required to treat water runoff before entering the system.

**Summary:** The Public Works department has determined that the plans and specifications comply with the standards adopted by the City of Raymore with the above recommendations and that the existing facilities are of adequate size and capacity to support the proposed development.

Planning Commission Members,

A Good Neighbor Informational meeting for the proposed Venue of the Good Ranch PUD and Preliminary Development Plan was held on August 7, 2019. 90+ residents attending the meeting, in addition to City staff, the applicant, and the project engineer. A summary of the meeting has been attached to the staff report, and is identified as Exhibit 10.

Respectfully,

David Gress  
Associate Planner

## 8.7.19 Good Neighbor Meeting Comments

6:00 p.m. - 8:15 p.m. City Council Chambers

Staff present: David Gress and Jim Cadoret

Developer team members: Jake Loveless, Jeremy Powell (project engineer)

Approximately 90+residents present

**1. Does the City ever ask residents opinions when plans are being developed?**

Gress: Yes, Community Conversations and ETC survey

**2. Will these units be rentals?**

Loveless: Yes

**3. What will be the rent rate charged?**

Loveless: \$1,450 and up

**4. There are issues with existing townhomes, such as numerous trash cans left outside; multiple vehicles per tenant space and on street; and no trees in the yards. How will this development be different?**

Loveless: I will own all the units and there will be a management company to provide common maintenance of all areas. Individual trash/recycling containers will not be used. I will have numerous dumpsters in nice corralls for tenants to use. Each unit has a garage and driveway and there are overflow guest parking spaces throughout the development.

**5. Do you (Loveless) have any experience with townhome developments?**

Loveless: I am currently developing a 241 unit project in Lee's Summit off Missouri 150 Highway.

**6. Bringing in rentals will degrade our property values. Would you (Loveless) live in this development?**

Loveless: I would proudly live in any one of my units.

**7. How does the proposed development better our community and us residents?**

Loveless: To date only single family has been developed in this area. To spur commercial growth at the new interchange, we need more rooftops and densities greater than single family.

**Why not increase with single family homes?**

Loveless: I haven't looked at the property for single-family homes so can't say single-family would or wouldn't work.

**8. Concerns that this will create overcrowding in the schools.**

Gress: Staff has provided the school district with the proposed plans and have asked for comments/feedback. To date the district has not shared any comments or concerns.

**9. Comment: Rental properties will bring in transient kids, lower the test scores in our schools, and lower our property values.**

**10. Concerns on landscaping of the development and whether the landscaping will remain nice.**

Loveless: There will be common maintenance throughout the development. This helps to create the highest value which leads to higher rents. When final development plan is submitted I must submit a landscape plan to the City for review and approval.

**11. I am a realtor and wonder if anyone did any research on Grandview and the fact the decline of Grandview started when rental housing was built?**

Gress: The demographic of renters today are much different from that of 30 years ago. Many renters today are renters by choice.

**12. Comment: I am a 15 year resident and I have concerns on the potential for rising crime rates.**

**13. What guarantee does the City have with this developer on future of the project?**

Gress: This project is a PUD (Planned Unit Development) that limits changes that can be made to the approved plans.

**14. Comment: We don't need any more rental properties.**

**15. There is a retirement community to the north. Modern contemporary architecture does not fit in?**

Loveless: Recently the City approved new developments that incorporate modern, contemporary architecture. The Lofts at Fox Ridge apartments and the Oak Ridge Farms community behind Sonic.

**16. Comment: Traffic on 58 Highway is already too dense.**

**17. Where does the storm water runoff go? Currently runoff from field goes across Dean Avenue and has been so heavy the police have had to close off the roadway.**

Powell: There are 3 storm water detention areas planned for the development. The existing farm pond will be used and there will be two new ponds between the development and the stream to the east. All APWA requirements will be met. The stream is the outlet for the runoff. The issue of water crossing Dean Avenue is because there is no control basin for the water off the field.

**18. How many signatures do we need to veto the project?**

There is a formal protest petition that can be filed that would impact the required votes to approve the project. Staff can provide information on the process after the meeting to those interested.

**19. Councilmember Townsend was asked if he had any comments to provide.**

Townsend: The request has to be reviewed by the Planning and Zoning Commission. I do hear the concerns of the residents. I was often a renter. We all must be cautious from a legal fair-housing position. If the City plan or code allows the use, we must consider that.

**20. Comment: Renters use City services and pay less in taxes.**

**21. Comment: Why would we allow lower value use on this property, rather than stay with single-family homes.**

**22. What is the rental occupancy rate in Raymore?**

Loveless: 94.6% today. There is an 80% property owner/20% renters ratio in Raymore.

**23. Will this be limited to one family per unit?**

Loveless: Yes. Part of our rental contract is a background check on all tenants. We limit occupancy to one family per unit.

**24. Will there be any maintenance fees?**

No, maintenance fees are included in the rent charge.

**25. What can be done to ensure additional protection is provided by police and fire?**

Loveless: There are limited resources available to the City. This property will pay property taxes and residents will pay sales tax on purchases in the City. With additional taxes being paid services will expand.

**26. What is the typical demographic of renters versus typical demographic of a resident of Raymore?**

Loveless: We want to attract empty nesters and young adults who later may want to buy a home in the neighborhood. Residents must earn at least 3 times (in gross salary) than what the rent payment would be.

**27. Comment: I was here when Sky-Vue went in and that didn't turn out too well. Has been an eye-sore ever since it went in.**

**28. Can the units be sold off?**

Loveless: Not without City approval. As it is being planned and developed right now, there is no opportunity to separate units off.

**29. I am a new resident in Meadowood and I like the demographics of the area and this project will change that.**

Loveless: I hope this project is an enhancement to the area.

**30. Comment: I have concerns that the existing areas of development in Meadowood are not being taken care of. We should take care of existing problem areas before creating new areas.**

**31. Comment: Why is there not a choice for nearby residents to decide if the property is developed as single-family, owner occupied units or rental?**

**32. What assurances do we have on the construction of the site and appearance of the buildings?**

Loveless: We control the development of the entire site and will control all construction activities on the site. After construction, we will have common maintenance of the grounds and buildings.

**33. What is the estimate taxes that will be paid?**

Loveless: We are having discussions with the County Assessor now. Approximate range of \$1,300 to \$1,400 per unit.

**34. Comment: Had we known this project was being proposed we would not have bought our home. I don't like the proposal. I want the 55+ community continued.**

**35. The Growth Management Plan in 2013 was for single-family for this tract.**

Gress: The Good Ranch Master Plan for the site designates land use as attached single-family. The land where The Meadows and Meadowood are was also designated attached single-family, but was changed by agreement of Good-Otis and the City to single-family residential. The land use for the subject property was inadvertently changed to low density.

**36. Comment: I have monitored the police blotter and over the last month ¼ of the calls for petty thefts have come from the Sky-Vue area.**

**37. Why is this not a 55+ community?**

Loveless: I spoke with the City and with the developer and the interest for this tract of land was for density greater than detached single-family.

**38. Based on the comments you heard this evening, have your plans changed at all?**

Loveless: No.

**39. What can we as residents do to stop this project?**

Gress: You are welcome to contact your Councilmember and attend the scheduled public hearings. Planning and Zoning Commission public hearing is scheduled for August 20, 2019 at 7:00 p.m.

**40. Comment: My concern is that the project will devalue my property.**

**41. Comment: My concern is that the Good Ranch promotional material in the office had single-family down to Hubach Hill Road.**

**42. Gib Good provided an overview of the history of the development of The Good Ranch. He stated he had no one interested in doing single-family detached homes on this tract of land. He indicated he didn't mind the proposed density.**

**43. Comment: Bringing in this development will change this bedroom community. My neighbors and policemen and firemen. I worked hard so I can afford to live here. I don't want that taken away.**

**44. Capitalism versus the will of the people. For this rezoning process, is there a petition process?**

Gress: Yes, I can provide the petition forms tomorrow.

**45. Why wasn't I informed earlier about this request?**

Gress: For confidentiality reasons, we cannot release information about a project until a formal application has been submitted. Once the application was filed, notification steps began.

**46. How many single-family homes can 25 acres support?**

Loveless: 3 to 4 units per acre.

**47. When is the next meeting scheduled for this project?**

Gress: Tuesday, August 20, 2019 at 7:00 p.m. in the City Council Chambers.

**48. Would Griffin-Riley be interested in developing single-family homes on this tract of land?**

Loveless: No.

**49. There are 204 units proposed. Why can there not be fewer buildings and fewer units?**

Loveless: Typically a project like this is as a density of 8 units per acre. The proposed density for this project is just under 8 units per acre.

Gress: The separation between buildings on the proposed site is no less than the separation between single-family homes in a typical subdivision.

**50. Would you entertain a more traditional building design for the units?**

Loveless: My preference is a modern, contemporary design.

**51. Comment: This is not good zoning to place this proposal on this tract of land. This is not the place next to nice single family homes. I have a concern on stormwater runoff from the site.**

**52. Are there any more conceptual plans or drawings for the project than what were shown this evening?**

Loveless: All of my plans have been submitted to the City.

**53. Tell us something great and exciting about this project.**

Loveless: I want and hope to integrate my residents into the Raymore Community. My renting requirements force my renters have incomes of a similar comparable to those of occupants of single family homes.

**54. Comment: I have a concern on the notice requirement as many residents of Meadowood did not receive notice.**

**55. If tenants will not have individual trash cans to use, how many dumpster locations will there be?**

Loveless; There will be several dumpsters. A private contractor will be hired to empty the dumpsters, which may occur more often than once a week.

**56. Will this be a gated community? If it was gated it would be better for us.**

Loveless: No.

**57. When will construction begin?**

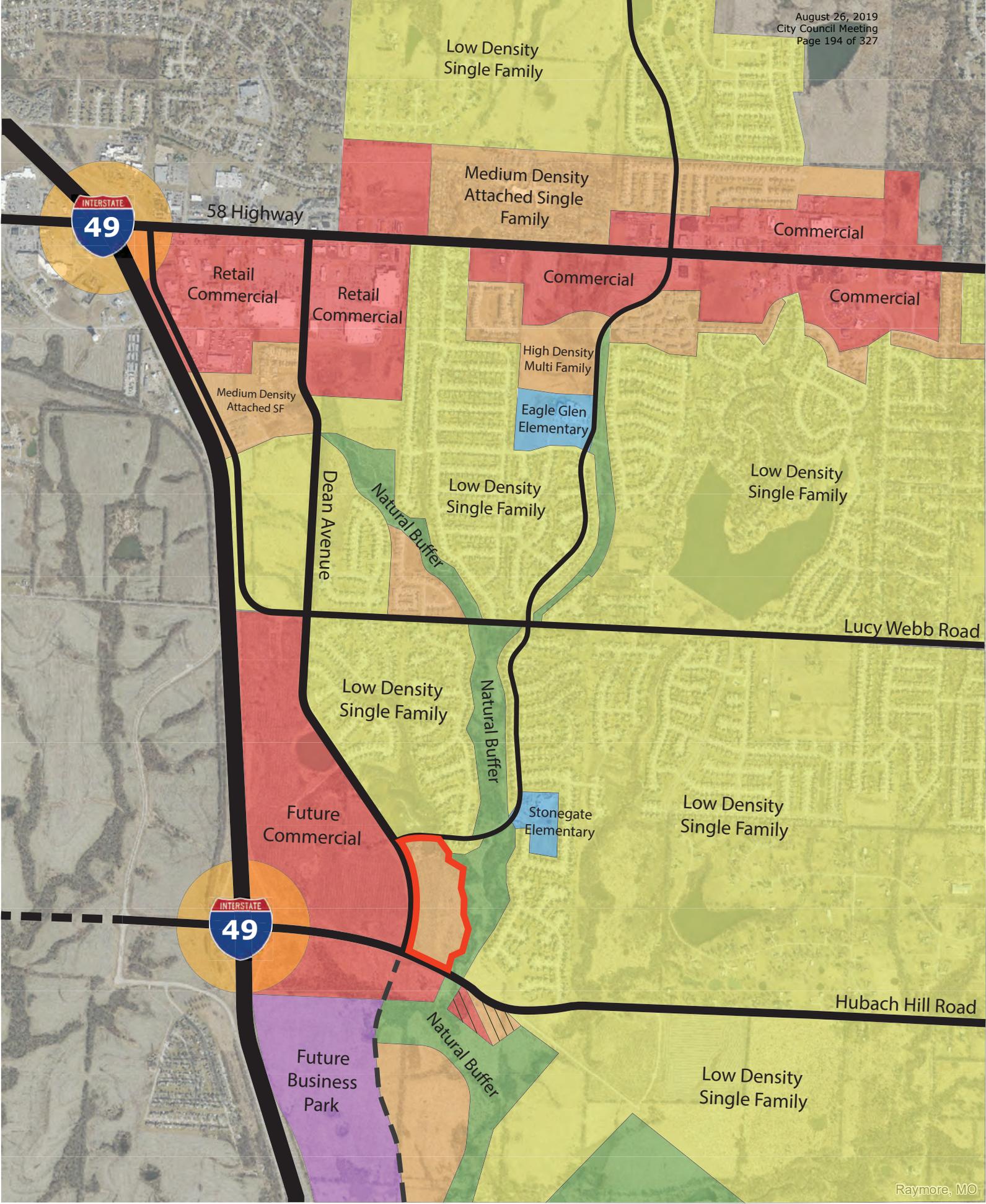
Loveless: in 6 to 12 months

**58. How is occupancy controlled in a unit to ensure only 1 family lives in a unit.**

My rental contract limits occupancy to 1 family per unit. Residents over 18 years of age in a unit must be identified on the lease. My maintenance team completes routine maintenance which helps to identify if any problems exist.

**59. The existence of the Manor Homes in Eagle Glen has not stopped the construction of single-family homes immediately adjacent to the apartments.**

Loveless: I have not seen a reduction in home values next to a well maintained apartment community.







***Memorandum of Understanding  
for***

***The Venue of the Good Ranch***

Legal Description Contained on Pages 2-3

**Between Griffin Riley Property Group, Grantor,**

**and**

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

***September 9, 2019***

## **MEMORANDUM OF UNDERSTANDING**

### *The Venue of The Good Ranch*

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) FOR THE DEVELOPMENT OF THE VENUE OF THE GOOD RANCH PLANNED UNIT DEVELOPMENT SUBDIVISION is made and entered into this **9th** day of September, 2019, by and between Griffin Riley Property Group (“Sub-Divider”) also being referred to herein as “Grantors”; and the City of Raymore, Missouri, a Municipal Corporation and Charter City under the laws of the State of Missouri (“City”).

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

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

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

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

#### **GEOGRAPHIC LOCATION:**

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

A TRACT OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 46 NORTH, RANGE 32 WEST, IN THE CITY OF RAYMORE, CASS COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS; COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 20; THENCE S 03°26’02 W, ALONG THE WEST LINE OF SAID SECTION 20; 1745.66 FEET; THENCE S 86°33’58” E, 202.95 FEET, TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF DEAN AVENUE, AS NOW ESTABLISHED; THENCE S 32°38’09” E, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 1842.81 FEET; THENCE ALONG A CURVE TO THE RIGHT BEING TANGENT TO THE LAST DESCRIBED COURSE WITH A RADIUS OF 1450.00 FEET, AND AN ARC LENGTH OF 6.65 FEET, SAID POINT BEING THE SOUTHWEST CORNER OF “MEADOWOOD OF THE GOOD RANCH 3RD PLAT”, A SUBDIVISION IN THE CITY OF RAYMORE, CASS COUNTY, MISSOURI; THENCE N 57°37’37” E, 100.00 FEET, TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID DEAN AVENUE, AS NOW ESTABLISHED, SAID POINT BEING THE POINT OF BEGINNING; THENCE, ALONG THE SOUTHERLY LINE OF SAID PLAT OF MEADOWOOD, IN A NORTHEASTERLY DIRECTION, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, AND ALONG A CURVE TO THE RIGHT, HAVING AN INITIAL

*The Venue of the Good Ranch  
Memorandum of Understanding*

TANGENT BEARING OF N 32°21'40" W, A RADIUS OF 15.00 FEET, AND AN ARC LENGTH OF 23.49 FEET, TURNING INTO THE SOUTHERLY RIGHT-OF-WAY LINE OF SOUTH FOX RIDGE DRIVE, AS NOW ESTABLISHED; THENCE, CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, N 57°21'51" E, 18.78 FEET; THENCE, CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, AND ALONG A CURVE TO THE RIGHT BEING TANGENT TO THE LAST DESCRIBED COURSE, WITH A RADIUS OF 470.00 FEET, AND AN ARC LENGTH OF 326.50 FEET; THENCE, CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, S 82°49'58" E, 153.61 FEET; THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE, AND ALONG THE WESTERLY LINE OF A TRACT OF LAND GRANTED TO THE CITY OF RAYMORE, CASS COUNTY, MISSOURI, AND DESCRIBED IN BOOK 3177 AT PAGE 356, FOR THE FOLLOWING 23 COURSES, S 47°40'05" E, 65.22 FEET; THENCE SOUTH 06°43'46" E, 54.28 FEET; THENCE S 24°52'59" E, 101.31 FEET; THENCE S 07°16'14" E, 24.84 FEET; THENCE S 37°22'13" E, 67.21 FEET; THENCE S 55°49'58" E, 68.43 FEET; THENCE S 24°52'59" E, 101.31 FEET; THENCE SOUTH 07°16'14" E, 24.8 FEET; THENCE S 37°22'13" E, 67.21 FEET; THENCE S 55°49'58" E, 68.43 FEET; THENCE S 78°25'39" E, 40.71 FEET; THENCE S 60°11'28" E, 129.07 FEET; THENCE S 27°47'33" E, 95.37 FEET; THENCE S 43°24'40" E, 26.51 FEET; THENCE 13°35'20" W, 194.86 FEET; THENCE S 09°22'57" E, 142.33 FEET; THENCE S 12°09'04" E, 185.66 FEET; THENCE S 16°58'52" W, 36.55 FEET; THENCE S 11°09'22" E, 239.14 FEET; THENCE S 38°56'55" E, 46.21 FEET; THENCE S 15°33'04" W, 39.01 FEET; THENCE S 28°22'33" W, 122.42 FEET; THENCE S 43°17'22" W, 52.61 FEET; THENCE S 22°59'58" W, 69.66 FEET; THENCE 37°04'30" W, 165.15 FEET; THENCE S 12°56'13" W, 121.00 FEET; THENCE 01°11'04", 55.64 FEET, TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF NORTH CASS PARKWAY, AS NOW ESTABLISHED; THENCE, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE AND ALONG A CURVE TO THE LEFT, WITH AN INITIAL TANGENT BEARING OF N 62°07'52" W, A RADIUS OF 5612.50 FEET, AND AN ARC LENGTH OF 521.09 FEET, TO A POINT OF INTERSECTION WITH THE MISSOURI STATE DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY AT STATION 524+97.62, 62.68 FEET LEFT; THENCE ALONG SAID MISSOURI STATE DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY, N 20°21'34" E, 62.28 FEET, TO STATION 524+95.29, 124.91 FEET LEFT; THENCE, CONTINUING ALONG SAID RIGHT-OF-WAY LINE, N 28 56'29" W, 78.08 FEET, TO STATION 523+39.13, 175.00 FEET LEFT, TO A POINT OF INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY LINE OF DEAN AVENUE, AS NOW ESTABLISHED; THENCE, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, N 20°24'26" E, 14.38 FEET; THENCE, CONTINUING ALONG SAID RIGHT-OF-WAY LINE, AND ALONG A CURVE TO THE LEFT BEING TANGENT TO THE LAST DESCRIBED COURSE, WITH A RADIUS OF 1550.00 FEET, AND AN ARC LENGTH OF 1427.74 FEET, TO THE POINT OF BEGINNING, CONTAINING 1,118,662 SQUARE FEET, OR 25.7 ACRES, MORE OR LESS.

## **PRELIMINARY DEVELOPMENT PLAN**

1. Sub-Divider intends to develop the entire property as a Master Planned Attached Single Family Community in the manner shown on the PUD Preliminary Development Plan, attached and incorporated herein as Exhibit A.
2. **Zoning and Land Use**
  - a. The zoning for the entire Property shall be "PUD" Planned Unit

Development District.

b. Land Use

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

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

**3. Bulk and Dimensional Standards Table:**

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

Minimum Lot Area	1 acre
Minimum Lot Width	90 feet
Minimum Lot Depth	100 feet
Minimum Front Yard	25 feet
Minimum Rear Yard	19 feet
Minimum Side Yard	10 feet
Maximum Building Height	40 feet
Minimum Building Separation	15 feet

The following bulk and dimensional standards are calculated for the entire development, not on a lot-by-lot basis.

Minimum Landscaped Area	30%
Maximum Building Coverage	40%

#### 4. Common Open Space and Amenities

- a. Common open space and subdivision amenities shall be provided in accordance with the approved Preliminary Development Plan.
- b. The following amenities are provided on the Preliminary Development Plan:
  - i. Pool, Clubhouse
  - ii. Dog Park
  - iii. Pickleball Courts
  - iv. Playground
  - v. Guest/overflow parking areas
  - vi. Screened trash enclosures
- c. A minimum of 20% of the overall development shall be provided in the form of common open space.

#### 5. Landscaping & Screening

- a. A Type-A Screen shall be maintained near properties that are zoned R-1P along the north and northwest property lines either through the use of existing vegetation or the establishment of new vegetation. When the establishment of new vegetation is required to satisfy these requirements, the use of berms, evergreen-type shrubs and trees shall be required.
- b. Street trees shall be provided at a rate of one tree per fifty (50) linear feet along any street designated as a greenway on the Transportation Plan. Street trees shall be provided along the east side of Dean Avenue and the north side of North Cass Parkway.
- c. Except for Buildings 1 thru 16, one yard tree shall be provided for each dwelling unit in the front-yard of each dwelling unit. For Buildings 1 thru 16, one yard tree per building shall be provided per building.
- d. Flexibility in the placement of the required street and yard trees will be allowed. A landscape plan shall be submitted for City review and approval prior to tree planting.
- e. All required landscaping shall comply with Chapter 430 of the Unified Development Code. No details as to plant location, type or size is required as part of the Preliminary Development Plan.
- f. A landscape plan shall be submitted with the application for site plan approval.
- g. All required landscaping shall be installed prior to the issuance of any certificate of occupancy for the applicable building.

## 6. Parking

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

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

b. Amenity spaces for guests shall be provided in accordance with the approved Preliminary Development Plan, and shall be constructed prior to the issuance of a Certificate of Occupancy for the building(s), unit(s) and/or use(s) in which they serve. Such spaces shall be maintained by the Sub-Divider.

## **PHASING SCHEDULE**

1. The Preliminary Development Plan is being approved without a defined phasing plan.
2. The Sub-Divider may construct the development in phases.

## **FINAL PLATS**

1. Sub-Divider may submit final plats and associated construction drawings to the City in phases.
2. Each final plat must comply with the bulk and dimensional standards included in this MOU.
3. Final plats shall be submitted in accordance with the Unified Development Code.
4. A final plat application shall be submitted within two years of the date of approval of the Preliminary Development Plan or the Preliminary Development Plan becomes null and void.

## **TRANSPORTATION IMPROVEMENTS**

1. Road Improvements

- a. All proposed roads shall be constructed as local roads with a fifty foot (50') right-of-way.
- b. Guest parking areas shall be constructed and maintained by the Sub-Divider and shall be installed prior to the issuance of a Certificate of Occupancy for the building(s) and/or unit(s) which they serve.
- c. Guest parking areas are permitted within the public right of way, and shall be designed to be physically separated from the public roadway.
- d. The internal roadways serving the development shall be built to City standards to be accepted by the City. Once the roadways are accepted, the City will assume maintenance responsibilities of the roadways. This maintenance responsibility does not include the guest parking areas.

## **2. Pedestrian Improvements**

- a. Existing ten foot (10') sidewalk along the west side of Dean Avenue and five foot (5') sidewalk along the north side of North Cass Parkway shall remain throughout the development of the subdivision. Any damage done to these sidewalk segments during construction of the development shall be repaired by the Sub-Divider.
- b. A five foot (5') sidewalk is required on all lots and common areas within the subdivision, and shall be constructed prior to the issuance of a Certificate of Occupancy for the building(s), unit(s), or amenities the sidewalk is intended to serve.
- c. A four foot (4') sidewalk shall be provided along the front yards of buildings 1 thru 16, and shall be constructed prior to the issuance of a Certificate of Occupancy for the building(s) or unit(s) the sidewalk is intended to serve. Such sidewalk shall be maintained by the Sub-Divider.

## **SANITARY SEWER IMPROVEMENTS**

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

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

### **WATER MAIN IMPROVEMENTS**

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

### **STORMWATER IMPROVEMENTS**

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

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

### **STREAM ASSESSMENT**

1. The Good Ranch Master Development Agreement, dated October 14, 2014, is applicable to the development.
2. An assessment of the geomorphic subarea watershed applicable to the development shall be completed by the Sub-Divider. The assessment shall be reviewed by the City and must be approved prior to the approval of the Preliminary Development Plan.
3. The assessment shall identify stream enhancements or other improvements necessary to minimize or eliminate current and anticipated geomorphic deficiencies identified by the assessment. Phasing of these enhancements or other improvements can coincide with phasing of building construction on the property.
4. Stream enhancements or other improvements identified by the City as necessary for a particular phase of the development shall be installed and completed by the Sub-Divider prior to the issuance of any Certificate of Occupancy.

### **OPEN SPACE AND AMENITIES**

1. Private open space and amenities shall be provided in accordance with the approved Preliminary Development Plan. All privately owned open space, common area, or amenity shall be constructed and maintained by the Sub-Divider.
2. The following amenities were provided on the Preliminary Development Plan:
  - a. Pool, Clubhouse
  - b. Dog Park
  - c. Pickleball Courts
  - d. Playground
  - e. Guest/overflow parking areas
  - f. Screened trash enclosures

3. Prior to the full build-out of the subdivision (51 buildings, 204 units) all amenities shown on the Preliminary Development Plan shall be constructed. Throughout the development process, amenities shall be constructed in accordance with the following phasing schedule:
  - a. **Pool and Clubhouse** - Shall be constructed prior to the issuance of a Certificate of Occupancy for the last building constructed upon Lot 1 and/or Lot 4.
  - b. **Dog Park** - Shall be constructed prior to the issuance of a Certificate of Occupancy for the last building constructed upon Lot 3.
  - c. **Pickleball Courts** - Shall be constructed prior to the issuance of a Certificate of Occupancy for the last building constructed upon Lot 5.
  - d. **Playground** - Shall be constructed prior to the issuance of a Certificate of Occupancy for the last building constructed upon Lot 6.
  - e. **Guest/Overflow Parking Areas** - Shall be constructed as part of the construction of the public roadway.
  - f. **Screened Trash Enclosures** - Trash enclosures shall be constructed at the time buildings adjacent to the planned area for the trash enclosures are constructed.

### **SOLID WASTE SERVICE AND COLLECTION AREAS**

1. Buildings and individual units within the subdivision shall not be served by the City of Raymore's solid waste collection program. It shall be the responsibility of the Sub-Divider to provide solid waste collection services to individual buildings and units within the subdivision.
2. Centrally located solid waste collection areas shall be provided in accordance with the approved Preliminary Development Plan, and shall be screened in accordance with Section 430.110 of the Unified Development Code.
3. Solid waste collection areas shall be constructed and fully operational prior to the issuance of a Certificate of Occupancy for the buildings and/or units in which they serve.

### **RESIDENTIAL DWELLING STANDARDS**

1. The design and appearance of buildings shall conform to the proposed elevations, attached and incorporated herein as Exhibit B.

2. The following building and design standards shall apply to the development:

- a. **Building Materials**

1. Variations in building materials shall be utilized that provide a modern-style of architecture for the development, including:
2. Variation in roof-lines and roof pitches, and/or roof heights
3. Use of both horizontally and vertically articulated building materials
4. Contrasting building materials, colors, and/or the use of accent features
5. Incorporation of awnings canopies, roof extensions, or other architectural features that enhance building entrances.

- b. **Exterior Elevations and Facades**

1. Developer shall provide, at a minimum, two (2) distinctly separate building types which incorporate architectural elements that enhance the quality of the neighborhood, and minimize the appearance of monotony within the development:
2. Rear Entry Units - Units located on Lots 1 thru 2 shall be designed with rear-loaded garages, with front-door access located on the building facade opposite of the garage door.
3. Front Entry Units - Units located on Lots 3 thru 6 shall be designed with front-loaded garages, with front-door access located on the same facade as the garage door.

## **SIGNAGE**

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

## **FLOODPLAIN**

1. No portion of any platted lot shall encroach in the Federal Emergency Management Agency (FEMA) floodplain or the 100-year flood elevation for areas not identified as special flood hazard areas. Common area tracts are allowed to encroach into the floodplain.
2. No land disturbance activities or removal of any trees shall occur within the floodplain area except for:

- a. work to install the necessary outlet structures for the stormwater detention facilities; or
- b. work necessary for implementation of any stream enhancements required as part of the stream assessment for the development.
- c. construction fencing or a similar barrier shall be installed to discourage construction equipment and activity from occurring within the floodplain area and to provide protection for existing tree canopy.

### **SOUTH METROPOLITAN FIRE PROTECTION DISTRICT**

1. Building permits, separate from those required by the City of Raymore, are required to be secured from the South Metropolitan Fire Protection District.
2. All requirements of the Fire Code adopted by the South Metropolitan Fire Protection District, shall be complied with.

### **INSTALLATION AND MAINTENANCE OF PUBLIC IMPROVEMENTS**

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

the plans, specifications and construction relating to the improvements to be placed on the Sub-Divider's property. Sub-Divider hereby agrees to pay to the City all damages, costs and reasonable attorney's fees incurred by the City and its employees, officers and agents in defending said claims.

### **FEES, BONDS AND INSURANCE**

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

### **GENERAL PROVISIONS**

1. The parties agree that execution of this agreement in no way constitutes a waiver of any requirements of applicable City ordinances with which Sub-Divider must comply and does not in any way constitute prior approval of any future proposal for development.
2. The covenants contained herein shall run with the land described in this agreement and shall be binding and inure to the benefit of the parties hereto and their successors or assigns and on any future and subsequent purchasers of the property.
3. This agreement shall constitute the complete agreement between the parties and any modification hereof shall be in writing, subject to the approval of the parties.

4. If, at any time, any part hereof has been breached by Sub-Divider, the City may withhold approval of any or all building permits, or suspend or revoke any issued permits, applied for in the development, until the breach or breaches has or have been cured to the satisfaction of the City.
5. This agreement shall be recorded by the City and its covenants shall run with the land and shall bind the parties, their successors and assigns, in interest and title.
6. Any provision of this agreement which is not enforceable according to law will be severed heretofore and the remaining provisions shall be enforced to the fullest extent permitted by law. The terms of this agreement shall be construed and interpreted according to the laws of the State of Missouri. Venue for any dispute arising from, or interpretation of this agreement shall be in the Circuit Court of Cass County, Missouri.
7. The undersigned represent that they each have the authority and capacity from the respective parties to execute this Agreement. This Agreement shall not be effective until approved by ordinance duly enacted by the City Council of the City of Raymore, Missouri.
8. Whenever in this agreement it shall be required or permitted that notice or demand be given or served by either party to this agreement to or on the other party, such notice or demand shall be delivered personally or mailed by First Class United States mail to the addresses hereinafter set forth. Such notice or demand shall be deemed timely given when delivered personally or when deposited in the mail in accordance with the above.

If to the City, at:

City Manager  
100 Municipal Circle  
Raymore, MO 64083

If to Griffin Riley Property Group at:

Griffin Riley Property Group  
Attn: Jake Loveless  
21 SE 29th Terrace  
Lee's Summit, MO 64082

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: \_\_\_\_\_

# **Exhibit A**

## **Preliminary Development Plan**



## **Exhibit B**

### **Proposed Building Elevations**









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## Re: August 20th Planning Commission materials

1 message

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**Mel Armstrong** <marmst2005@yahoo.com>

Wed, Aug 21, 2019 at 12:11 PM

To: Jim Cadoret <jcadoret@raymore.com>

Cc: Matthew Wiggins <m.e.wiggins@gmail.com>, Kelly <kdfizer@aol.com>, David Gress <dgress@raymore.com>, Eric Bowie <bowie.eric@gmail.com>, Jerry Faulkner <faulkne5@swbell.net>, Jim Petermann <jimpetermann@gmail.com>, Kristofer Turnbow <KTurnbow@raymore.com>, "ceacklin@gmail.com" <ceacklin@gmail.com>, m\_urquilla@hotmail.com

Dear Jim, David and Team;

Given public concern about school capacity I did speak with Dr Monsees and he indicated The elementary and middle school; Stonegate elementary, is at 75 to 80 percent capacity; so still has availability. The high school is more limited; at 85 to 90 percent capacity.. but they are undergoing a capacity evaluation and planning process and will have more definitive outlook and plans in 9 months. He also finds large month to month variance in capacity due to student movement in and out of districts and they schools have found strong community support if bond issues are needed to expand capacity so they don't tend to raise concerns for planned development. I found the information helpful so am passing on to all.

David... FYI. Having trouble getting your email to go through?

Happy Wednesday

Melodie

Sent from my iPhone

We, the undersigned residents of the City of Raymore, oppose the rezoning of land from single family to multi-family attached homes in the area bordered by Fox Ridge to the north, Dean to the west, and North Cass Parkway to the south.

We strongly request that the City leave this property zoned for single family homes only.

PETITION OF PROTEST AGAINST REZONING APPLICATION

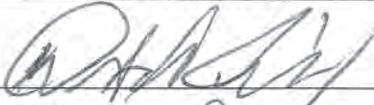
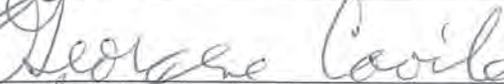
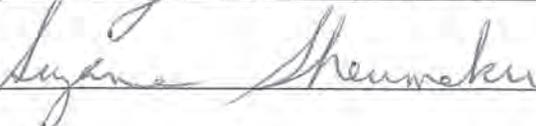
TO: Honorable Members of the Raymore City Council

SUBJECT: Rezoning Case before the Raymore City Council

PROPERTY LOCATION:

Vacant ground bordered by North Cass Parkway on the south, Dean on the west, and Foxridge on the north

We, the undersigned, do hereby legally protest said proposed rezoning and respectfully request that the City Council of the City of Raymore, Missouri deny said rezoning application.

SIGNATURE	ADDRESS IN RAYMORE
1. 	223 W Cottonwood 64083
2. 	300 N High Dr.
3. 	801 Raven
4. 	801 Raven
5. 	702 So. Fox Ridge
6.	
7.	
8.	
9.	
10.	

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SIGNATURE	ADDRESS IN RAYMORE
1. <i>Rock D Adams</i>	1717 Bobcat Ct.
2. <i>Shawn S. Adams</i>	1717 Bobcat Ct.
3. <i>[Signature]</i>	1717 Bobcat Ct.
4.	
5.	
6.	
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8.	
9.	
10.	

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SIGNATURE

ADDRESS IN RAYMORE

1. Elwita Sanders 204 W. Calico Dr. Raymore
2. Jinda Baldrige 307 Eagle Glen Dr. Raymore
3. Donna Scholfer 609 Duncan Circle, Raymore
4. Patricia A. Schray 607 Meadowbrook Dr. Raymore
5. Mary A. Willis 1005 Silverlake Dr., Raymore, Mo.
6. Shea Twente 1102 Wilshire Blvd Raymore mo
7. Wanda Lasker 1111 Tudor Dr Raymore Mo
8. Melvin E Rothman 1111 tudor dr. Raymore, mo
9. Seth Pilley 1102 Tudor Dr Raymore, mo
10. Sonya Pilley 1102 Tudor Dr Raymore mo
11. Neil Jones 1017 Tudor Dr Raymore, mo
12. Rebekah Jones 1017 Tudor Dr Raymore, mo
13. Tulle Brown/Jane Brown 1101 Tudor Dr Raymore, Mo.

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	SIGNATURE	ADDRESS IN RAYMORE
1.	Judy Copeland	205 S. Silvertop Ln. Raymore, Mo
2.	John Dye	732 Bristol Dr. Raymore Mo
3.	Debbie Lafford	802 Clancy Ct Raymore Mo
4.	Donna Reynolds	708 S. Adams St. Raymore Mo
5.	Karen Merrick	612 W. Walnut, Raymore, Mo.
6.	Suzanne J Campbell	1311 Cross Creek Dr. Raymore, MO 64083
7.	Larry Campbell	1311 Cross Creek Dr. Raymore, MO 64083
8.	Patty Winter	1111 Bristol Raymore MO 64083
9.	Beverly Wynick	1100 Wittaker Blvd Ray
10.	DEANIS RAN	4025 LAKESHORE DR
11.	Ruby Rapp Ruby Rapp	4025 LAKESHORE DR Raymore 64083
12.	Doug Dign...	2126 Kettering Ln Rayman, Mo 64083
13.	Kenn...	1310 Hanne Circle Raymore mo 64083
14.	Basil Post	1116 N. Madison, Raymore, MO

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SIGNATURE	ADDRESS IN RAYMORE
1. <i>Sharon Muddy</i>	612 Cedar Ridge Dr
2. <i>Jane M...</i>	612 Cedar Ridge Dr
3. <i>Dalton County</i>	612 Cedar Ridge Dr
4. <i>Peaton Cassity</i>	612 Cedar Ridge Dr
5. <i>Kelly J...</i>	614 Cedar Ridge Dr
6. <i>[Signature]</i>	614 Cedar Ridge Dr
7. <i>Charli Fu</i>	11509 E 209th St. Peculiar, MO
8. <i>Mindy Lane</i>	11509 E 209th St. Peculiar, MO
9. _____	
10. _____	

PETITION OF PROTEST AGAINST REZONING APPLICATION

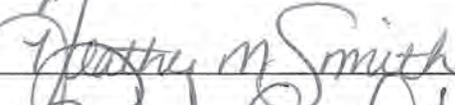
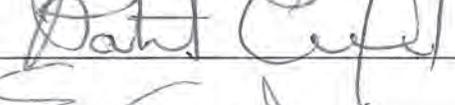
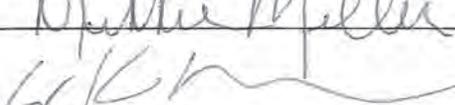
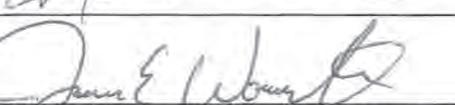
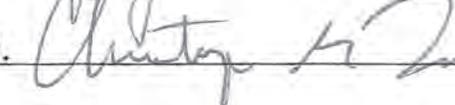
TO: Honorable Members of the Raymore City Council

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We, the undersigned, do hereby legally protest said proposed rezoning and respectfully request that the City Council of the City of Raymore, Missouri deny said rezoning application.

SIGNATURE	ADDRESS IN RAYMORE
1. 	922 Old Mill Rd
2. 	922 Old Mill Rd.
3. 	1520 Bridlewood Ln
4. 	1520 Bridlewood Ln.
5. 	1511 Haystack Road
6. 	1511 Haystack Rd
7. 	914 Old Mill Rd
8. 	828 Cedar Ridge Dr.
9. 	1518 Deer Path
10. 	1518 Deer Path

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SIGNATURE

ADDRESS IN RAYMORE

1. Lee Cunningham 1814 Buffalo Grass Dr Raymore Mo 64083
2. Crystal Decker 802 Cedar Ridge Dr Raymore Mo 64083
3. Shirley Egger 7045 Fox Ridge Dr Raymore, Mo 64083
4. William Hardie 915 Trailway Raymore Mo 64083
5. Byzle 1525 Horseshoe Dr. Raymore 64083
6. Alsa Cox 1510 Blueskye Ln Raymore 64083
7. Elizabeth A Dain 8110 S. Fox Ridge Dr., Raymore 64083
8. Matt McConville 1513 Fox Run Lane, Raymore Mo 64083
9. Eric Johnson 1529 Horseshoe Dr Raymore Mo 64083
10. Carolyn L. Foster 1804 MEADOWLARK Ct. Raymore Mo 64083

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SIGNATURE	ADDRESS IN RAYMORE
1. <i>Jennifer S. Valentine</i>	1802 Meadowlark Ct.
2. <i>Jeanne Angell</i>	611 Meadowlark Dr.
3. <i>Sam Finella</i>	944 Selby Ct.
4. <i>Renee Miller</i>	1524 Wildwood Cir Raymore, MO 64083
5. CRAIG STEUMAKER	702 S. FOX RIDGE DR. RAYMORE MO
6. <i>Donny St</i>	942 Old Mill Rd, Raymore, MO 64083
7. 	1515 Saddlebrook Rd, Raymore MO 64083
8. <i>Judie Canine</i>	1521 HORSESHOE Drive Raymore MO
9. <i>Audrey Kay Kendall</i>	1506 Stonegate Ter Raymore MO
10. <i>Larry Kay Kendall</i>	1506 Stonegate Ter, Raymore MO

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<u>SIGNATURE</u>	<u>ADDRESS IN RAYMORE</u>
1. <i>Christina McCreary</i>	616 S. Fox Ridge Dr, Raymore, MO
2. <i>Dan Kelly</i>	1706 Overbrook Ln Raymore
3. <i>Tom M. Jones</i>	1706 Overbrook Ln Raymore MO
4. <i>Jan Thomas</i>	722 Moss Creek Dr Raymore MO
5. <i>Tom</i>	918 OLD MILL RD RAYMORE
6. <i>Michelle Keppeler</i>	918 Old Mill Rd, Raymore
7. <i>JOSEPH CAHILL</i>	1521 HORSESHOE DR. RAYMORE, MO
8. <i>Jacob Cahill</i>	1521 Horseshoe Dr. Raymore, MO
9. <i>PATRICIA BARRON</i>	1521 HORSESHOE DR. RAYMORE, MO.
10. <i>CHRISTINE A SARSFIELD</i>	609 LAKEVIEW Dr Raymore MO

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SIGNATURE	ADDRESS IN RAYMORE
1. <i>Linda Moore</i>	<i>1405 Stone Blvd.</i>
2. <i>Laura Richardson</i>	<i>605 W. Maple St.</i>
3. <i>Dany Richardson</i>	<i>605 W. Maple St</i>
4. <i>Linda Waugh</i>	<i>511 Winslow Dr.</i>
5. <i>Rebecca L Klein</i>	<i>610 Avondale Ln</i>
6.	
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10.	

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SIGNATURE	ADDRESS IN RAYMORE
1. <i>Tom Lee</i>	809 Old Paint Rd
2. <i>Paula Ya</i>	809 Old Paint Rd
3. <i>Lawrence Helander</i>	809 old Paint Rd.
4. <i>Cathy Lynn</i>	1701 Overbrook Ln
5. <i>Esther Lynn</i>	809 Old Paint Rd.
6. <i>Melba Lee</i>	809 old Paint Rd.
7.	
8.	
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SIGNATURE

ADDRESS IN RAYMORE

- |                           |                           |
|---------------------------|---------------------------|
| 1. <u>Donna Stovine</u>   | <u>801 Barnes Raymore</u> |
| 2. <u>Grandpa Wornach</u> | <u>914 Old Mill Road</u>  |
| 3. <u>Beadly W. Kirby</u> | <u>1000 Old Mill Road</u> |
| 4. _____                  | _____                     |
| 5. _____                  | _____                     |
| 6. _____                  | _____                     |
| 7. _____                  | _____                     |
| 8. _____                  | _____                     |
| 9. _____                  | _____                     |
| 10. _____                 | _____                     |

PETITION OF PROTEST AGAINST REZONING APPLICATION

TO: Honorable Members of the Raymore City Council

SUBJECT: Rezoning Case before the Raymore City Council

PROPERTY LOCATION:

Vacant ground bordered by North Cass Parkway on the south, Dean on the west, and Foxridge on the north

We, the undersigned, do hereby legally protest said proposed rezoning and respectfully request that the City Council of the City of Raymore, Missouri deny said rezoning application.

SIGNATURE	ADDRESS IN RAYMORE
1. <i>Ed Covert</i>	928 HEDGE APPLE PL RAYMORE MO
2. <i>Capla Thomas</i>	912 TRAILWAY DR. RAYMORE MO. 64083
3.	
4.	
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10.	

PETITION OF PROTEST AGAINST REZONING APPLICATION

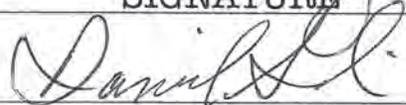
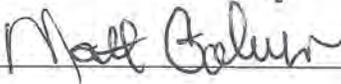
TO: Honorable Members of the Raymore City Council

SUBJECT: Rezoning Case before the Raymore City Council

PROPERTY LOCATION:

Vacant ground bordered by North Cass Parkway on the south, Dean on the west, and Foxridge on the north

We, the undersigned, do hereby legally protest said proposed rezoning and respectfully request that the City Council of the City of Raymore, Missouri deny said rezoning application.

SIGNATURE	ADDRESS IN RAYMORE
1. 	1521 Deer Path
2. 	<del>1208</del> 1208 Cedar Ridge
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10.	

**PETITION OF PROTEST AGAINST REZONING APPLICATION**

TO: Honorable Members of the Raymore City Council

SUBJECT: Rezoning Case before the Raymore City Council

PROPERTY LOCATION:

Vacant ground bordered by North Cass Parkway on the south, Dean on the west, and Foxridge on the north

We, the undersigned, do hereby legally protest said proposed rezoning and respectfully request that the City Council of the City of Raymore, Missouri deny said rezoning application.

SIGNATURE	ADDRESS IN RAYMORE
1. <i>Michael Alan</i>	1527 Wildwood Cir
2. <i>Lisa McGowan</i>	402 W Lucy Webb
3. <i>Susan Sloan</i>	515 E. Ash St.
4. <i>Stanley McShelton</i>	515 E. Ash St.
5. <i>Troy Yarrington</i>	234 Huntsman Blvd
6.	
7.	
8.	
9.	
10.	

PETITION OF PROTEST AGAINST REZONING APPLICATION

TO: Honorable Members of the Raymore City Council

SUBJECT: Rezoning Case before the Raymore City Council

PROPERTY LOCATION:

Vacant ground bordered by North Cass Parkway on the south, Dean on the west, and Foxridge on the north

We, the undersigned, do hereby legally protest said proposed rezoning and respectfully request that the City Council of the City of Raymore, Missouri deny said rezoning application.

SIGNATURE	ADDRESS IN RAYMORE
1. 	239 Jenny Ln
2. 	239 Jenny Ln
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10.	

PETITION OF PROTEST AGAINST REZONING APPLICATION

TO: Honorable Members of the Raymore City Council

SUBJECT: Rezoning Case before the Raymore City Council

PROPERTY LOCATION:

Vacant ground bordered by North Cass Parkway on the south, Dean on the west, and Foxridge on the north

We, the undersigned, do hereby legally protest said proposed rezoning and respectfully request that the City Council of the City of Raymore, Missouri deny said rezoning application.

<u>SIGNATURE</u>	<u>ADDRESS IN RAYMORE</u>
1. <u>Michael Scholtz</u>	<u>609 DUNCAN CIRCLE 64083</u>
2. <u>[Signature]</u>	<u>1330 TENKINS 64083</u>
3. <u>David Evans</u>	<u>710 Furlong Dr 64083</u>
4. <u>Rev E Schoof</u>	<u>266 MEADOWLARK DR, 64083</u>
5. <u>[Signature]</u>	<u>518 BROOKWOOD LN RAYMORE 64083</u>
6. <u>[Signature]</u>	<u>307 Eagle Glen Drive 64083</u>
7. <u>Jessa Henry</u>	<u>518 Brookwood Lane, Raymore, MO 64083</u>
8. <u>Mark Eichmann</u>	<u>402 Shoreview Dr Raymore</u>
9. <u>Paula Evans</u>	<u>710 Furlong Dr Raymore, MO 64083</u>
10. <u>[Signature]</u>	<u>1526 VENTNOR LN RAYMORE 64083</u>

PETITION OF PROTEST AGAINST REZONING APPLICATION

TO: Honorable Members of the Raymore City Council

SUBJECT: Rezoning Case before the Raymore City Council

PROPERTY LOCATION:

Vacant ground bordered by North Cass Parkway on the south, Dean on the west, and Foxridge on the north

We, the undersigned, do hereby legally protest said proposed rezoning and respectfully request that the City Council of the City of Raymore, Missouri deny said rezoning application.

SIGNATURE	ADDRESS IN RAYMORE
1. <i>[Signature]</i>	1525 WILLOWOOD CR Raymore, MO
2. <i>[Signature]</i>	1008 OLD MILL
3. <i>[Signature]</i>	1527 Deer Ridge Ct.
4. <i>[Signature]</i>	1527 Wildwood Court Raymore
5. <i>[Signature]</i>	1002 Old Mill Rd.
6. <i>[Signature]</i>	1500 WRANGLER WAY, RAYMORE, MO
7. <i>[Signature]</i>	1606 Tyler Dr. Raymore, mo
8. <i>[Signature]</i>	1240 Granada Dr Raymore, Mo
9. <i>[Signature]</i>	905 N madison St. Raymore
10. <i>[Signature]</i>	928 Hedy Apple Dr. Raymore, MO

PETITION OF PROTEST AGAINST REZONING APPLICATION

TO: Honorable Members of the Raymore City Council

SUBJECT: Rezoning Case before the Raymore City Council

PROPERTY LOCATION:

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We, the undersigned, do hereby legally protest said proposed rezoning and respectfully request that the City Council of the City of Raymore, Missouri deny said rezoning application.

SIGNATURE	ADDRESS IN RAYMORE
1. Patricia A. Doak	621 Meadowlark Drive
2. Jopee Baker	1807 Meadowlark Court
3. Sigetha Jermussen	1806 Meadowlark Ct.
4. [Signature]	1717 Black Bear Ct
5. April Schoening	1122 W. Hebeack Hill Rd.
6. Melba N. Foselike	1016 Parkside Ct
7. Sam & Lynne Byrd	1512 Wrangler Way
8. [Signature]	940 Old Mill Road
9. May & Krakenbuhl	940 Old Mill Rd
10. [Signature]	926 HEDGE APPLE

PETITION OF PROTEST AGAINST REZONING APPLICATION

TO: Honorable Members of the Raymore City Council

SUBJECT: Rezoning Case before the Raymore City Council

PROPERTY LOCATION:

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<u>SIGNATURE</u>	<u>ADDRESS IN RAYMORE</u>
1. <u>Allie Schram</u>	<u>1232 Wiltshire Blvd</u>
2. <u>Roger Jacobs</u>	<u>1524 Horseshoe Dr</u>
3. <u>Dennis Lindell</u>	<u>1503 Stonegate Terr</u>
4. <u>Sean Dause</u>	<u>929 Old Mill Ct</u>
5. <u>Leesa Danson</u>	<u>729 Old Mill Ct</u>
6. <u>M. Alden</u>	<u>938 Elder Ct</u>
7. <u>Steve V. Stone</u>	<u>1406 Haystack Rd</u>
8. <u>Patty Dunbar</u>	<u>1516 Spur Ridge Circle</u>
9. <u>[Signature]</u>	<u>1516 Spur Ridge Circle</u>
10. <u>Deborah Allen</u>	<u>1300 Haystack Rd</u>

PETITION OF PROTEST AGAINST REZONING APPLICATION

TO: Honorable Members of the Raymore City Council

SUBJECT: Rezoning Case before the Raymore City Council

PROPERTY LOCATION:

Vacant ground bordered by North Cass Parkway on the south, Dean on the west, and Foxridge on the north

We, the undersigned, do hereby legally protest said proposed rezoning and respectfully request that the City Council of the City of Raymore, Missouri deny said rezoning application.

SIGNATURE	ADDRESS IN RAYMORE
1. <i>Allyssa Kelch</i>	611 Oak Drive
2. <i>Angie LaSalle</i>	211 Alch Dr
3. <i>Sharon Smith</i>	507 S. Lakeshore Dr.
4. <i>Keissi Patterson</i>	701 S Franklin St.
5. <i>Valerie Collier</i>	109 S Eastglen Dr.
6. <i>Jennita Miller</i>	2001 Shagbark Dr.
7. <i>[Signature]</i>	806 Raven St.
8. <i>Mark Noy</i>	806 Raven St.
9. <i>Julie Jones</i>	1004 Old Mill Rd
10. <i>Jamie Kelley</i>	1000 Old Mill Rd

PETITION OF PROTEST AGAINST REZONING APPLICATION

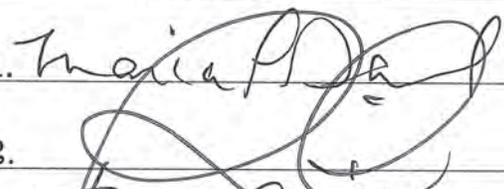
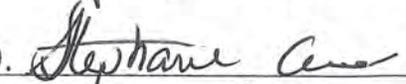
TO: Honorable Members of the Raymore City Council

SUBJECT: Rezoning Case before the Raymore City Council

PROPERTY LOCATION:

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SIGNATURE	ADDRESS IN RAYMORE
1. 	1522 Dase Ridge.
2. 	1522 Dase Ridge
3. Tiesa Smith	1518 Spur Ridge Cir.
4. David Smith	1518 Spur Ridge Cir
5. 	1500 Wrangler Way
6. 	1500 Wrangler Way
7. Jennifer Thompson	1529 Horseshoe Dr
8. Sophia Tibbels	822 S Fox Ridge Dr.
9. 	1520 Blaskye Ln.
10. Amy Grubbe	1504 Stonegate Terr.

PETITION OF PROTEST AGAINST REZONING APPLICATION

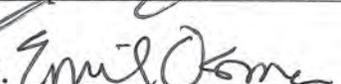
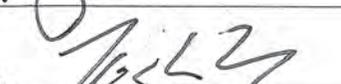
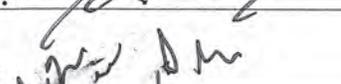
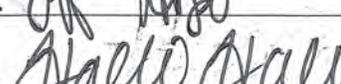
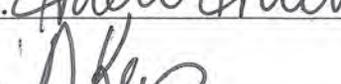
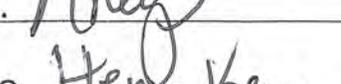
TO: Honorable Members of the Raymore City Council

SUBJECT: Rezoning Case before the Raymore City Council

PROPERTY LOCATION:

Vacant ground bordered by North Cass Parkway on the south, Dean on the west, and Foxridge on the north

We, the undersigned, do hereby legally protest said proposed rezoning and respectfully request that the City Council of the City of Raymore, Missouri deny said rezoning application.

SIGNATURE	ADDRESS IN RAYMORE
1. 	1544 Brampton Ln.
2. 	1503 HOOBES LANE
3. 	1503 Hedges Lane
4. 	821 CREEKMOOR Pond Ln
5. 	821 creekmoor Pond Ln
6. 	611 Willowbrook Dr.
7. 	710 W Magnolia St
8. 	727 GARNESS ST
9. 	1718 Longhorn Lane
10. 	1718 Longhorn Lane

PETITION OF PROTEST AGAINST REZONING APPLICATION

TO: Honorable Members of the Raymore City Council

SUBJECT: Rezoning Case before the Raymore City Council

PROPERTY LOCATION:

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We, the undersigned, do hereby legally protest said proposed rezoning and respectfully request that the City Council of the City of Raymore, Missouri deny said rezoning application.

SIGNATURE	ADDRESS IN RAYMORE
1. Lane Anderson	1203 Sagemore Dr
2. Samuel Gauen	1110 Creekside Ct
3. Amy Be...	800 Garnes St
4. Shawn Din	1508 Bridgewood Lane
5. Kurt Hankins	804 S Park Dr.
6. Jay St...	813 Old Paint Rd.
7. Garry Jole	813 Old Paint Rd
8. GHERYL FINCH	1108W HUBBARD HILL RD
9. Ryan Moody	1010 Yokley Dr
10. Tanner Moody	1010 Yokley Dr

## PETITION OF PROTEST AGAINST REZONING APPLICATION

TO: Honorable Members of the Raymore City Council

SUBJECT: Rezoning Case before the Raymore City Council

PROPERTY LOCATION:

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We, the undersigned, do hereby legally protest said proposed rezoning and respectfully request that the City Council of the City of Raymore, Missouri deny said rezoning application.

SIGNATURE	ADDRESS IN RAYMORE
1. Harold Dorsey	607 Finch St.
2. [Signature]	504 Jefferson
3. [Signature]	405 S. Huntsman Blvd
4. John M. Burt	500 Sunny Lane
5. Douglas Kirk Vandegrift	1502 Haystack Rd.
6. Jennifer Vandegrift	1502 Haystack Rd.
7. George [Signature]	806 S FoxRidge Dr.
8. [Signature]	806 S FoxRidge Dr
9. Janna Rushing	1708 Rolling Rock Rd.
10. Edmund [Signature]	1709 Rolling Rock Rd

PETITION OF PROTEST AGAINST REZONING APPLICATION

TO: Honorable Members of the Raymore City Council

SUBJECT: Rezoning Case before the Raymore City Council

PROPERTY LOCATION:

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	<u>SIGNATURE</u>	<u>ADDRESS IN RAYMORE</u>
1.	<i>Kenneth Hobbs</i>	<i>706 S Fox Ridge Rd</i>
2.	<i>Mike Stegner</i>	<i>1521 Saddlebrook Rd</i>
3.	<i>Theresa Stegner</i>	<i>" " "</i>
4.	<i>Rebbyn Dwyer-Bleda</i>	<i>1527 Horseshoe Drive</i>
5.	<i>Rebecca Fowler</i>	<i>909 S Sunset</i>
6.	<i>Curtis Sheppard</i>	<i>1515 Wrangler</i>
7.	<i>JAMES</i>	<i>733 Bristol Dr</i>
8.	<i>[Signature]</i>	<i>610 Franke Dr</i>
9.	<i>Morgan Miss</i>	<i>931 Old Mill Ct</i>
10.	<i>Dustin Pikes</i>	<i>12202 White Oak St</i>

PETITION OF PROTEST AGAINST REZONING APPLICATION

TO: Honorable Members of the Raymore City Council

SUBJECT: Rezoning Case before the Raymore City Council

PROPERTY LOCATION:

Vacant ground bordered by North Cass Parkway on the south, Dean on the west, and Foxridge on the north

We, the undersigned, do hereby legally protest said proposed rezoning and respectfully request that the City Council of the City of Raymore, Missouri deny said rezoning application.

SIGNATURE	ADDRESS IN RAYMORE
1. <i>Mary Smith</i>	1905 Meadowlark
2. <i>Diane Smith</i>	" " "
3. <i>Cheryl</i>	1008 Old Mill Rd
4. <i>Kathy O'Sullivan</i>	1909 Meadowlark Dr
5. <i>J. M. Kelly</i>	6016 S. Foxridge Dr
6. <i>Cheryl [unclear]</i>	1519 Horseshoe Dr
7. <i>[unclear]</i>	90 [unclear] Dr
8. <i>Amber Jensen</i>	1515 Spur Ridge Cir
9. <i>Chris M. [unclear] + Sheldon</i>	730 Chelsea Ct.
10. <i>[unclear]</i>	1011 Wellington Ct.

**PETITION OF PROTEST AGAINST REZONING APPLICATION**

**TO:** Honorable Members of the Raymore City Council

**SUBJECT:** Rezoning Case before the Raymore City Council

**PROPERTY LOCATION:**

Vacant ground bordered by North Cass Parkway on the south, Dean on the west, and Foxridge on the north

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<u>SIGNATURE</u>	<u>ADDRESS IN RAYMORE</u>
1. Josephine Davis	604 Meadowlark Dr
2. Jack Davis	604 " " "
3. Sherry Elkins	411 Secretariat St
4. <del>Jack Davis</del>	411 Secretariat St
5. Carolyn Elkins	411 Secretariat St
6. Shara Payne	600 Martin St
7. Jim Payne	600 Martin St
8. Don Broeschart	612 Meadowlark
9. Paula Wentz	1711 BLACK BEAR CT.
10. Rita J. Wentz	1711 Black Bear Ct.
Karen Cable	1715 Black Bear Ct

**PETITION OF PROTEST AGAINST REZONING APPLICATION**

TO: Honorable Members of the Raymore City Council

SUBJECT: Rezoning Case before the Raymore City Council

PROPERTY LOCATION:

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We, the undersigned, do hereby legally protest said proposed rezoning and respectfully request that the City Council of the City of Raymore, Missouri deny said rezoning application.

<u>SIGNATURE</u>	<u>ADDRESS IN RAYMORE</u>
1. <u>Al M. Longhenry</u>	<u>1330 W. Jewett, Raymore, Mo.</u>
2. <u>Sandra Koenke</u>	<u>1315 Hearne, Raymore, MO</u> <del>1753 W. 11th Cir.</del>
3. <u>Jeany D. Wilson</u>	<u>1504 HAYSTACK RD RAYMO MO 64083</u>
4. <u>Mary Marie Wilburn</u>	<u>1504 Haystack Rd. Raymore, MO. 64083</u>
5. <u>Carla Parker</u>	<u>715 S. Sunset Lane, Raymore MO 64083</u>
6. <u>Sharon Dye</u>	<u>732 Bristol Dr Raymore mo</u>
7. <u>[Signature]</u>	<u>1516 Cross Creek Dr. Raymore, mo</u>
8. <u>[Signature]</u>	<u>1517 Cross Creek Dr. Raymore, Mo.</u>
9. <u>Krista Dwyer</u>	<u>1101 Wiltshire Blvd. Raymore, MO</u>
10. <u>Jeff Wrench</u>	<u>1100 WILTSHIRE BLVD Raymore MO</u>

PETITION OF PROTEST AGAINST REZONING APPLICATION

TO: Honorable Members of the Raymore City Council

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PROPERTY LOCATION:

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SIGNATURE	ADDRESS IN RAYMORE
1. Brad Ryberg	1532 Horseshoe Dr.
2. Melanie Rebooy	1532 Horseshoe Dr.
3. James J. Watkins	1904 Meadowlark Dr.
4. Richard Cornell	707 Meadowlark Dr.
5. Deborah Cornell	707 Meadowlark Drive
6. Shirley Broschart	612 Meadowlark Dr.
7. The Work	1413 cross creek dr.
8. <del>Steve Hordick</del>	<del>1800 Spring Valley Rd</del>
9. <del>Steve Hordick</del>	804 Canter St.
10. Nyle Pless	807 Canter St.

PETITION OF PROTEST AGAINST REZONING APPLICATION

TO: Honorable Members of the Raymore City Council

SUBJECT: Rezoning Case before the Raymore City Council

PROPERTY LOCATION:

Vacant ground bordered by North Cass Parkway on the south, Dean on the west, and Foxridge on the north

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<u>SIGNATURE</u>	<u>ADDRESS IN RAYMORE</u>
1. <u>Jean M. Catter</u>	<u>1361 Brampton Lane</u>
2. <u>Neil Salter</u>	<u>1361 Brampton Lane</u>
3. <u>Karen Balcock</u>	<u>702 Saturn</u>
4. <u>Stephen A.</u>	<u>1506 DRURY</u>
5. <u>William L. Martin</u>	<u>403 Meadow Ln Raymore, MO 64083</u>
6. <u>Carol P. Nolan</u>	<u>1905 Prairie Grass Dr</u>
7. <u>Barbara Nolan</u>	<u>1905 Prairie Grass Dr 64083</u>
8. <u>Judy Kea</u>	<u>Raymore</u>
9. <u>Bonny L. Martin</u>	<u>403 Meadow Lane 64083</u>
10. <u>Rosellon Skull</u>	<u>Raymore 406 W. Foxwood</u>

PETITION OF PROTEST AGAINST REZONING APPLICATION

TO: Honorable Members of the Raymore City Council

SUBJECT: Rezoning Case before the Raymore City Council

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SIGNATURE	ADDRESS IN RAYMORE
1. <i>Chuck Coffman</i>	<i>1604 W. Long Blvd, Raymore</i>
2. <i>Carol Crenshaw</i>	<i>500 1/2 N. Keller Dr. Apt 317A "</i>
3. <i>Shanda Sossell</i>	<i>500 N. Nottawa. Apt 303B - Raymore</i>
4. <i>Dorothy Clark</i>	<i>523 Neptune Dr, Raymore</i>
5. <i>[Signature]</i>	<i>623 Johnston Parkway Raymore</i>
6. <i>[Signature]</i>	<i>406 Arabian Dr., Raymore.</i>
7. <i>Jerry Matij</i>	<i>1223 Kettering Raymore</i>
8. <i>Teri Martini</i>	<i>1223 KETTERING Raymore</i>
9. <i>Kathleen Fries</i>	<i>1508 CrossCreek Raymore</i>
10. <i>John Cuet</i>	<i>1509 CrossCreek Raymore</i>

PETITION OF PROTEST AGAINST REZONING APPLICATION

TO: Honorable Members of the Raymore City Council

SUBJECT: Rezoning Case before the Raymore City Council

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<u>SIGNATURE</u>	<u>ADDRESS IN RAYMORE</u>
1. Emily Spidle	1518 Deer Path
2. Brandon Spi	1518 Deer Path
3. Kenny Shumaker	702 S. Adams St
4. Debra Shumaker	702 S. Adams St.
5. Kevin Cunningham	702 S Adams St
6. Melissa Craker	1509 Bridlewood Lane
7. Patricia Law	1509 BRIDLEWOOD LANE
8. Todd King	1512 SPUR RIDGE CIRCLE
9. Sarah M. King	1512 Spur Ridge Circle
10. Shenna Semmens	1517 Spur Ridge Circle

PETITION OF PROTEST AGAINST REZONING APPLICATION

TO: Honorable Members of the Raymore City Council

SUBJECT: Rezoning Case before the Raymore City Council

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SIGNATURE	ADDRESS IN RAYMORE
1. <i>Meressa Hume</i>	1400 Haystack Rd
2. <i>Linda Swinon</i>	405 S. Park
3. <i>John D. White</i>	1502 Wrangler Way
4. <i>Benjamin Goring</i>	816 S. Fox Ridge Dr
5. <i>Kathy Mann</i>	1923 meadowlark Dr.
6. <i>Ronald Cutright</i>	608 MEADOWLARK DR
7. <i>Nina M. Cutright</i>	608 Meadowlark Drive
8. <i>Cy Supun</i>	1718 Black Bear Ct.
9. <i>Brad Swanson</i>	1718 BLACK BEAR CT
10. <i>Donald Williams</i>	1711 Overbrook Ln, Raymore

PETITION OF PROTEST AGAINST REZONING APPLICATION

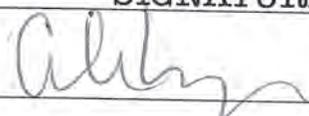
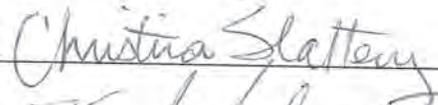
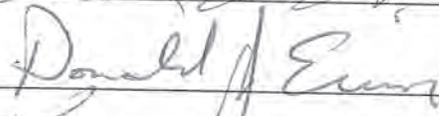
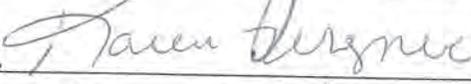
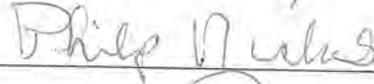
TO: Honorable Members of the Raymore City Council

SUBJECT: Rezoning Case before the Raymore City Council

PROPERTY LOCATION:

Vacant ground bordered by North Cass Parkway on the south, Dean on the west, and Foxridge on the north

We, the undersigned, do hereby legally protest said proposed rezoning and respectfully request that the City Council of the City of Raymore, Missouri deny said rezoning application.

	<u>SIGNATURE</u>	<u>ADDRESS IN RAYMORE</u>
1.		710 W 71 Cottonwood Pk
2.		1515 Haystack Dr
3.		1515 Haystack Dr
4.		1513 Haystack Rd
5.		936 Old Mill Rd
6.		936 Old Mill Rd
7.		935 Elder Ct
8.		935 Elder Ct
9.		601 Meadowlark Dr
10.		702 Meadowlark Dr.

PETITION OF PROTEST AGAINST REZONING APPLICATION

TO: Honorable Members of the Raymore City Council

SUBJECT: Rezoning Case before the Raymore City Council

PROPERTY LOCATION:

Vacant ground bordered by North Cass Parkway on the south, Dean on the west, and Foxridge on the north

We, the undersigned, do hereby legally protest said proposed rezoning and respectfully request that the City Council of the City of Raymore, Missouri deny said rezoning application.

<u>SIGNATURE</u>	<u>ADDRESS IN RAYMORE</u>
1. <i>Caroline Dilsen</i>	1525 Wildwood Circle
2. <i>Richard Schumker</i>	600 Meadowlark Pl
3. <i>Kathleen Schell</i>	600 Meadowlark Pl
4. <i>Ashley Campbell</i>	1100 Country Ln
5. <i>Ruth D. Dewby</i>	613 Meadowlark Dr
6. <i>Frances Moore</i>	614 Meadowlark Dr.
7. <i>Jeannette Bruder</i>	1933 Meadowlark Dr
8. <i>Tony Bruder</i>	1933 Meadowlark Dr
9. <i>Frank J. Oeder</i>	612 Meadowlark Cir.
10. <i>Carol Decker</i>	612 Meadowlark Circle

PETITION OF PROTEST AGAINST REZONING APPLICATION

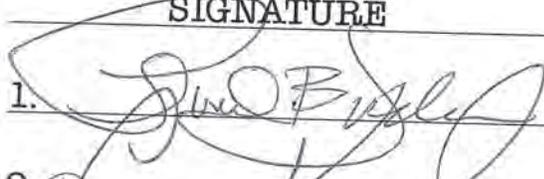
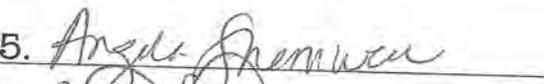
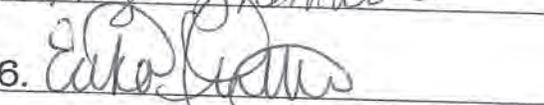
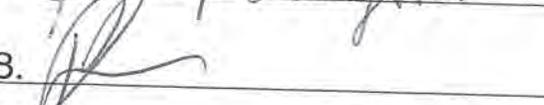
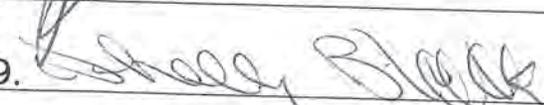
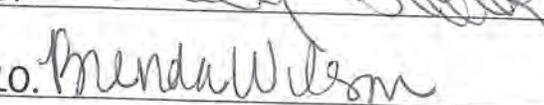
TO: Honorable Members of the Raymore City Council

SUBJECT: Rezoning Case before the Raymore City Council

PROPERTY LOCATION:

Vacant ground bordered by North Cass Parkway on the south, Dean on the west, and Foxridge on the north

We, the undersigned, do hereby legally protest said proposed rezoning and respectfully request that the City Council of the City of Raymore, Missouri deny said rezoning application.

SIGNATURE	ADDRESS IN RAYMORE
1. 	1513 BLUESKYE
2. 	1530 Wildwood Circle
3. 	1530 Wildwood Cir
4. 	1523 Wildwood Cir.
5. 	1523 Wildwood Circle
6. 	1522 Wildwood Cr
7. 	1528 Wildwood Circle
8. 	1528 Wildwood Circle
9. 	9700 Beckman Dr
10. 	1309 Sugamore Dr

PETITION OF PROTEST AGAINST REZONING APPLICATION

TO: Honorable Members of the Raymore City Council

SUBJECT: Rezoning Case before the Raymore City Council

PROPERTY LOCATION:

Vacant ground bordered by North Cass Parkway on the south, Dean on the west, and Foxridge on the north

We, the undersigned, do hereby legally protest said proposed rezoning and respectfully request that the City Council of the City of Raymore, Missouri deny said rezoning application.

SIGNATURE	ADDRESS IN RAYMORE
1. <i>Walter J. Miller</i>	105 CORAN LN
2. <i>Jill Suetty</i>	1003 Wiltshire Blvd
3. <i>Jane Napfe</i>	1504 Saddlebrook Rd
4. <i>Chuck McClain</i>	829 TRAILWAY DR
5. <i>Suzanne M. McClain</i>	829 Trailway Dr.
6. <i>J. J.</i>	910 Trailway Dr
7. <i>J. J.</i>	912 TRAILWAY DR.
8. <i>Chuck Spous</i>	910 TRAILWAY DR.
9. <i>Leo Martin</i>	1514 Deer Path
10. <i>Albie Martin</i>	1514 Deer Path

PETITION OF PROTEST AGAINST REZONING APPLICATION

TO: Honorable Members of the Raymore City Council

SUBJECT: Rezoning Case before the Raymore City Council

PROPERTY LOCATION:

Vacant ground bordered by North Cass Parkway on the south, Dean on the west, and Foxridge on the north

We, the undersigned, do hereby legally protest said proposed rezoning and respectfully request that the City Council of the City of Raymore, Missouri deny said rezoning application.

SIGNATURE	ADDRESS IN RAYMORE
1. <i>Alfred Baune</i>	824 Trailway Dr.
2. <i>Joe R. Drost</i>	1714 Black Bear Ct.
3. <i>Gloria Allen</i>	1716 Black Bear Ct.
4. <i>Vernon Raymer</i>	1915 MEADOWLARK DR
5. <i>Margaret Raymer</i>	1915 Meadowlark Dr.
6. <i>Russell Fainish</i>	1712 Black Bear Ct
7. <i>Joseph M. Magee</i>	1932 Meadowlark Dr
8. <i>Loretta Magee</i>	1932 Meadowlark Dr
9. <i>Chuck D. Roberts</i>	934 Elder Ct
10. <i>[Signature]</i>	1502 WRANGLER WAY

PETITION OF PROTEST AGAINST REZONING APPLICATION

TO: Honorable Members of the Raymore City Council

SUBJECT: Rezoning Case before the Raymore City Council

PROPERTY LOCATION:

Vacant ground bordered by North Cass Parkway on the south, Dean on the west, and Foxridge on the north

We, the undersigned, do hereby legally protest said proposed rezoning and respectfully request that the City Council of the City of Raymore, Missouri deny said rezoning application.

SIGNATURE	ADDRESS IN RAYMORE
1. Calliope Martin	1514 Deer Path
2. Mick Hartzen	1509 DEER PATH
3. James Mourning	818 TRAILWAY DR.
4. Ryan Lingo	1518 Horseshoe Dr.
5. Rob Phillips	1518 Horseshoe Dr
6. Duon Safford	908 OLD MILL RD.
7. Leslie Safford	908 OLD MILL RD.
8. D.A. Be	1520 Saddlebrook Rd
9. G E Hatcher	709 Magilona ST
10. Lee Hanzik	1002 Old Mill Rd

PETITION OF PROTEST AGAINST REZONING APPLICATION

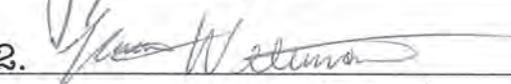
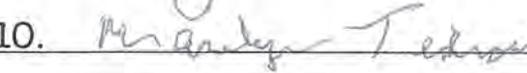
TO: Honorable Members of the Raymore City Council

SUBJECT: Rezoning Case before the Raymore City Council

PROPERTY LOCATION:

Vacant ground bordered by North Cass Parkway on the south, Dean on the west, and Foxridge on the north

We, the undersigned, do hereby legally protest said proposed rezoning and respectfully request that the City Council of the City of Raymore, Missouri deny said rezoning application.

SIGNATURE	ADDRESS IN RAYMORE
1. 	1711 OVERBROOK LN RAYMORE, MO 64083
2. 	418 Granite Dr. Raymore, MO 64083
3. Alan K Cobblegh	616 MEADOWLARK DR. RAYMORE MO. 64083
4. Roger A. Schoening	1122 W. Hubach Rd. Raymore Mo 64083
5. 	1116 W. HUBACH HILL RAYMORE MO 64083
6. Mary Cornelius	618 Meadowlark Dr Raymore, MO. 64083
7. Kathy S. Maple	803 W Hubach
8. Jim A. Vest	614 Meadowlark Cir
9. Mary Beth Best	614 Meadowlark Circle
10. 	614 Meadowlark Circle

PETITION OF PROTEST AGAINST REZONING APPLICATION

TO: Honorable Members of the Raymore City Council

SUBJECT: Rezoning Case before the Raymore City Council

PROPERTY LOCATION:

Vacant ground bordered by North Cass Parkway on the south, Dean on the west, and Foxridge on the north

We, the undersigned, do hereby legally protest said proposed rezoning and respectfully request that the City Council of the City of Raymore, Missouri deny said rezoning application.

SIGNATURE	ADDRESS IN RAYMORE
1. <i>Matt Fante</i>	807 Cooke St.
2. <i>Melody Ingerson</i>	805 Canter St
3. <i>Shelby Ingerson</i>	805 Canter St.
4. <i>Cynthia Stock</i>	716 S. Sunset Ln
5. <i>[Signature]</i>	904 Raymore, Trailway Dr
6. <i>[Signature]</i>	725 Moss Creek Dr.
7. <i>[Signature]</i>	938 Elder Ct
8. <i>[Signature]</i>	1819 Buffalo Grass Drive
9. <i>Linda K. Benson</i>	1043 S. Sunset Ln, Raymore
10. <i>Robert Mullen</i>	813 Cindy Lane Raymore

PETITION OF PROTEST AGAINST REZONING APPLICATION

TO: Honorable Members of the Raymore City Council

SUBJECT: Rezoning Case before the Raymore City Council

PROPERTY LOCATION:

Vacant ground bordered by North Cass Parkway on the south, Dean on the west, and Foxridge on the north

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SIGNATURE	ADDRESS IN RAYMORE
1. <i>Dickson</i>	1522 Wildwood Cir
2. <i>Harold Z ready</i>	423 Pinnacle Dr.
3. <i>Bob</i>	202 Toucan St
4. <i>Cory White</i>	1210 Sagamore Dr.
5. <i>Mark</i>	1110 Tudor Dr.
6. <i>ASOR</i>	621 Seaton Blvd.
7. <i>Richard Knell</i>	715 Indian Grass Way
8. <i>Walt</i>	709 Derby Raymore MO 64005
9. <i>Dean</i>	1702 Ovsabawik Raymore 64083
10. <i>John</i>	1714 Red Barn Rd, Raymore 64083

PETITION OF PROTEST AGAINST REZONING APPLICATION

TO: Honorable Members of the Raymore City Council

SUBJECT: Rezoning Case before the Raymore City Council

PROPERTY LOCATION:

Vacant ground bordered by North Cass Parkway on the south, Dean on the west, and Foxridge on the north

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SIGNATURE	ADDRESS IN RAYMORE
1. <i>A. Blander</i>	803 Cypress Ct
2. <i>Carey Layman</i>	404 Shoreview Dr.
3. <i>Traci Holt</i>	104 N. Huntsman Blvd
4. <i>Emilee Long</i>	310 S. Jefferson
5. <i>Marie Easton</i>	404 N. Madison St.
6. <i>Richard Easton</i>	404 N. Madison St.
7. <i>J. M.</i>	607 Bradford Ct.
8. <i>Angie Zunker</i>	15717 Meadowbrook Ct.
9. <i>Angie Jordan</i>	803 Cypress Ct.
10. <i>Ryan Stork</i>	714 Sunset Dr

PETITION OF PROTEST AGAINST REZONING APPLICATION

TO: Honorable Members of the Raymore City Council

SUBJECT: Rezoning Case before the Raymore City Council

PROPERTY LOCATION:

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<u>SIGNATURE</u>	<u>ADDRESS IN RAYMORE</u>
1. Brian Flowers	833 Old Paint Rd
2. Sherri Flowers	833 Old Paint Rd
3. Karen Reeves	831 Old Paint Rd
4. James Reeves	305 N Park Dr
5. Jeffery Reeves	305 N Park Dr
6. Terri Woods	309 N Park Dr
7. James D. Woods	309 N Park Dr.
8. Jeffery D. Reeves	831 Old Paint Rd.
9. James R. Endace	822 Old Paint Rd
10. Linda Sandage	822 Old Paint Rd

PETITION OF PROTEST AGAINST REZONING APPLICATION

TO: Honorable Members of the Raymore City Council

SUBJECT: Rezoning Case before the Raymore City Council

PROPERTY LOCATION:

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<u>SIGNATURE</u>	<u>ADDRESS IN RAYMORE</u>
1. <i>Chris Rain</i>	608 N Jackson St Raymore
2. <i>Erin Ford</i>	1512 N. Jerry Ave Raymore
3. <i>Car Wells</i>	1714 Red Barn Rd Raymore
4. <i>C. Don</i>	1514 SADDLEBROOK RD Raymore
5. <i>SKR</i>	1514 Saddle Brook Rd Raymore Mo
6. <i>Adriana Becker</i>	1514 Saddlebrook Rd Raymore Mo
7. <i>Diane Ejaidali</i>	818 Coventry Lane 64083
8. <i>Michael Bergman</i>	1424 Kenton lane 64083
9. <i>David Glass</i>	1426 Kenton Lane 64083
10. <i>Antonio Maestas</i>	511 Meadowlark Dr. 64083

Stonewall Pool  
August 26, 2019  
City Council Meeting  
Page 266 of 327  
Fri + Sat  
5-7pm

PETITION OF PROTEST AGAINST REZONING APPLICATION

TO: Honorable Members of the Raymore City Council

SUBJECT: Rezoning Case before the Raymore City Council

PROPERTY LOCATION:

Vacant ground bordered by North Cass Parkway on the south, Dean on the west, and Foxridge on the north

We, the undersigned, do hereby legally protest said proposed rezoning and respectfully request that the City Council of the City of Raymore, Missouri deny said rezoning application.

SIGNATURE	ADDRESS IN RAYMORE
1. Kay Palmer	1719 S. Fox Ridge Dr.
2. [Signature]	1719 S Foxridge Dr
3. [Signature]	1717 S. Fox Ridge Dr.
4. Amenele L. Edmonds	1717 S. Fox Ridge Dr.
5. [Signature]	234 Old Paint Rd.
6. [Signature]	1705 Willow Cir
7. [Signature]	1715 S Fox Ridge Dr.
8. [Signature]	403 Eagle Glen Dr
9. [Signature]	1719 S Fox Ridge Drive
10. Susan Hanzberg	1565 Brompton Ln

PETITION OF PROTEST AGAINST REZONING APPLICATION

TO: Honorable Members of the Raymore City Council

SUBJECT: Rezoning Case before the Raymore City Council

PROPERTY LOCATION:

Vacant ground bordered by North Cass Parkway on the south, Dean on the west, and Foxridge on the north

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SIGNATURE	ADDRESS IN RAYMORE
1. Ron Hazelrigg	1561 Brompton Lane
2. Amelia Meyer	614 Courtyard Lane
3. Shelly Bedell	209 W Heritage Dr
4. Ryan Dillon	209 W. Heritage Dr.
5. Missy Branick	811 Old Paint Rd
6. Iris Standridge	1534 HORSESHOE DR
7. Andy Standridge	1534 Horseshoe Dr.
8. Richard Hudson	1315 Cross Creek Dr
9. Ken Pounds	1400 CROSS CREEK DR
10. Allen De	421 Meadowlark Dr Raymore MO 64083

PETITION OF PROTEST AGAINST REZONING APPLICATION

TO: Honorable Members of the Raymore City Council

SUBJECT: Rezoning Case before the Raymore City Council

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SIGNATURE ADDRESS IN RAYMORE

1. [Signature] 1716 Bobcat Ct.

2. [Signature] 1716 Bobcat Ct.

3. [Signature] 1714 Bobcat Ct.

4. [Signature] 1714 Bobcat Ct.

5. [Signature] 1507 Deer Path

6. [Signature] 1507 Deer Path

7. [Signature] 914 - W Hubbard Hill road

8. [Signature] 614 Cameron Dr

9. [Signature] 614 Laurus Dr.

10. [Signature] 412 N Jackson St.

PETITION OF PROTEST AGAINST REZONING APPLICATION

TO: Honorable Members of the Raymore City Council

SUBJECT: Rezoning Case before the Raymore City Council

PROPERTY LOCATION: \_\_\_\_\_

Vacant ground bordered by North Cass Parkway on the south, Dean on the west, and Foxridge on the north

We, the undersigned, do hereby legally protest said proposed rezoning and respectfully request that the City Council of the City of Raymore, Missouri deny said rezoning application.

SIGNATURE	ADDRESS IN RAYMORE
1. J. Black	1803 Meadowlark Ct
2. Velma Johnson	1800 Meadowlark Ct
3. Margo Dickels	601 Meadowlark Drive
4. Wanda Fry	600 Meadowlark Drive
5. Fay Rank	703 Meadowlark Drive
6. Vera E. Shell	709 Meadowlark Dr
7. Gary Swell	709 Meadowlark Dr
8. Evelyn Baker	606 Meadowlark Pl.
9. Mike Brooks	1807 Meadowlark Ct.
10. W. K. ...	1806 Meadowlark Pk.

PETITION OF PROTEST AGAINST REZONING APPLICATION

TO: Honorable Members of the Raymore City Council

SUBJECT: Rezoning Case before the Raymore City Council

PROPERTY LOCATION:

Vacant ground bordered by North Cass Parkway on the south, Dean on the west, and Foxridge on the north

We, the undersigned, do hereby legally protest said proposed rezoning and respectfully request that the City Council of the City of Raymore, Missouri deny said rezoning application.

SIGNATURE	ADDRESS IN RAYMORE
1. Lpi Van	1524 Deer Ridge Ct.
2. [Signature]	1524 Deards Ct
3. Gulu Peña	1700 W. Pelham Path
4. Jim Summ	1525 DEER RIDGE CT
5. [Signature]	1527 Deer Ridge CT
6. Mary Seiber	511 Birchwood Ct.
7. Bobbi Mott	724 S. Washington St.
8. Cheryl Lillan	302 W Maple
9. AARONERLUND	3029 GRAND BLVD UNIT 111
10. Bianca Coma	926 Hedge Apple Pl

PETITION OF PROTEST AGAINST REZONING APPLICATION

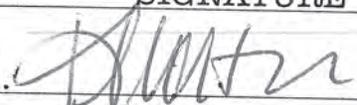
TO: Honorable Members of the Raymore City Council

SUBJECT: Rezoning Case before the Raymore City Council

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SIGNATURE	ADDRESS IN RAYMORE
1. 	1530 Horseshoe Dr.
2. Kristina Jacobs	1524 Horseshoe Dr.
3. Judy Zudego	1500 Horseshoe Dr.
4. E.C.	1813 Wink Way
5. Dan M. Pritchard	1516 Wrangler Way
6. 	1516 WRANGLER WAY
7. Melody Egge	1525 Horseshoe Dr
8. 	1530 Horseshoe Dr.
9. 	1308 SAGAMORE DR
10. 	10006 OLD MILL RD

PETITION OF PROTEST AGAINST REZONING APPLICATION

TO: Honorable Members of the Raymore City Council

SUBJECT: Rezoning Case before the Raymore City Council

PROPERTY LOCATION:

Vacant ground bordered by North Cass Parkway on the south, Dean on the west, and Foxridge on the north

We, the undersigned, do hereby legally protest said proposed rezoning and respectfully request that the City Council of the City of Raymore, Missouri deny said rezoning application.

<u>SIGNATURE</u>	<u>ADDRESS IN RAYMORE</u>
1. Kelly Gebauer	1006 Old Mill Road
2. Denise White	1529 Wildwood Drive
3. Brian Kiehl	1503 Stonegate Terr
4. Sharon Gebauer	910 W. Linda Ln.
5. [Signature]	1517 Bridlewood Ln.
6. [Signature]	1517 Bridlewood Ln
7. Marilyn Stach	613 Lakeview Dr.
8. Robert E Stach	613 Lakeview Dr.
9. [Signature]	712 S Fox Ridge Dr
10. Karl Goulding	1515 Saddlebrook Rd.

PETITION OF PROTEST AGAINST REZONING APPLICATION

TO: Honorable Members of the Raymore City Council

SUBJECT: Rezoning Case before the Raymore City Council

PROPERTY LOCATION:

Vacant ground bordered by North Cass Parkway on the south, Dean on the west, and Foxridge on the north

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SIGNATURE	ADDRESS IN RAYMORE
1. 	100 W Pine Street
2. 	1507 Cross Creek Dr.
3. Dawn Shillin	710 W. Buena Vista Dr
4. Deborah Holman	819 Trailway Dr.
5. Tim Holman	819 Trailway Dr.
6. JERRY NATION	1520 DEER PATH
7. Cain Nation	1520 Deer Path
8. Sheryl Hazen	1521 Deer Path
9. Robert E. Hazen	1521 Deer Path, Raymore, Mo.
10. Harideh Nagan	1519 Deer Path Raymore, MO

PETITION OF PROTEST AGAINST REZONING APPLICATION

TO: Honorable Members of the Raymore City Council

SUBJECT: Rezoning Case before the Raymore City Council

PROPERTY LOCATION:

Vacant ground bordered by North Cass Parkway on the south, Dean on the west, and Foxridge on the north

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SIGNATURE	ADDRESS IN RAYMORE
1. Jeffery Stearns	1519 HAYSTACK ROAD
2. Maureba Lawrence	1519 Haystack Rd
3. John Wooldridge	1518 Haystack rd Raymore mo
4. Roger E. Wooldridge	1518 Haystack Rd Raymore, MO
5. Kenneth J. Hunt	932 Old Mill Rd Raymore mo
6. Teresa Quest	932 old mill Rd. Raymore mo.
7. Cynthia H. Wilson	1517 Haystack Rd
8. Keith R. Mutt	1517 HAYSTACK RD
9. Roger Kerlig	1812 Buffalo Grass Drive Raymore, MO
10. Shari D. Kerlig	1812 Buffalo Grass Dr. Raymore, mo



We, the undersigned, call on the City Council of Raymore to vote NO on rezoning 25 acres along the east side of Dean Avenue between Fox Ridge Drive and North Cass Parkway.

The proposed rezoning is in opposition to the recommendations of the Original Town Neighborhood Plan (OTNP) that Raymore Planning and Zoning Commission adopted into the city's Growth Management Plan on May 5, 2009.

Recommendations from the OTNP aim to encourage development that is compatible with the existing neighborhood, preserves and enhances the neighborhood's housing stock and infrastructure, builds a shared sense of community among residents, and increases the safety and stability of the neighborhood.

An apartment complex set into a surrounding community of detached, single family homes is not keeping with our neighborhood sense cultivated from ownership. Renters will not care to the same degree about the expectations of our surrounding area, or its presentation to the rest of the city.

Rezoning to allow a high density apartment complex will raise the supply of housing in our neighborhood, decreasing the value of land. It will impact schools, emergency services, and pave the way for similar complexes. We care about the stability of our neighborhood and enhancing its worth, and so should the city of Raymore.

NAME

ADDRESS

- |                             |                        |
|-----------------------------|------------------------|
| 1. <i>Millie Wenzel</i>     | 724 Indian Grass Way   |
| 2. <i>ROBERT P. COOK</i>    | 1127 Indian Grass Way  |
| 3. <i>Alison Cook</i>       | 727 Indian Grass Way   |
| 4. <i>Spencer Bailey</i>    | 1815 Prairie Grass Dr. |
| 5. <i>Sherri Noh</i>        | 1901 Prairie Grass Dr. |
| 6. <i>Blondal L. Parker</i> | 1817 Prairie Grass Dr. |
| 7. <i>Sandra Giles</i>      | 1821 Prairie Grass Dr. |
| 8. <i>W. E. Huff</i>        | 1921 Prairie Grass Dr. |
| 9. <i>Glenda Russell</i>    | 1921 Prairie Grass Dr. |

10. *Amanda Jessler* 724 Indian Grass Way

We, the undersigned, call on the Planning and Zoning Commission of Raymore to vote NO on rezoning 25 acres along the east side of Dean Avenue between Fox Ridge Drive and North Cass Parkway.

NAME	ADDRESS
11. <i>Martha Healy</i>	704 Bluemont Ct
12. <i>Debra L VanHoecke</i>	728 Indian Grass Way
13. <i>George R. VanHoecke</i>	728 Indian Grass Way
14. <i>Huskie Woodcock</i>	715 Gramma Grass Pl
15. <i>J &amp; Renfro</i>	1903 PRAIRIE GRASS DR
16. <i>Mary J Renfro</i>	1903 PRAIRIE GRASS DR
17. <i>Vince Como</i>	725 INDIAN GRASS WAY
18. <i>Marc Rosenthal</i>	722 Indian Grass Way
19. <i>Sharon Rosenthal</i>	722 Indian Grass Way
20. <i>Wm R. Raymond</i>	723 Indian Grass Way
21. <i>Helen L. Raymond</i>	723 Indian Grass Way
22. <i>Jeffrey M Boyce</i>	2011 Prairie Grass DR.
23. <i>Linda R Boyce</i>	2011 PRAIRIE GRASS DR
24. <i>Hann L Olson</i>	1811 PRAIRIE GRASS DR
25. <i>Hann L Olson</i>	1811 Prairie Grass DR.
26. <i>Daniel Schwartz</i>	718 Fox Tail Ct
27. <i>Lisa Schwartz</i>	718 Fox Tail Ct

28. Earlene Brown

29. Kellienne Hurd 1803 Prairie Grass Dr

We, the undersigned, call on the Planning and Zoning Commission of Raymore to vote NO on rezoning 25 acres along the east side of Dean Avenue between Fox Ridge Drive and North Cass Parkway.

NAME

ADDRESS

30. Bruce Herald

1803 Prairie Grass Dr

31. James Jeffers

620 Meadowlark Dr

32. Becky Leffler

620 meadowlark Dr

33. Dorothy Soule 1913 Prairie Grass Dr.

34. Martha Hurst 708 Bluestem Ct.

35. Ronald J. Poelt 2001 Prairie Grass Drive

36. Sharon K Poelt 2001 Prairie Grass Drive

37. Dannie Moore

1805 Prairie Grass Dr.

38. David R Helton

1805 Prairie Grass Dr.

39. Michael Sparks

712 Indian Grass Way

40. Mary Sparks

712 Indian Grass Way

41. Doy Lusk

1911 PRAIRIE GRASS DR

42. Vickie Sachman

1911 Prairie Grass Dr.

43. Ryan E R-ell

714 Foxtail Ct.

44. Vicki L Purvis

705 BLUESTEM COURT

- 45. *Steve Morosini* 822 Blue GRAMA CT
- 46. *Michael P. Nailly* 718 Gamma Grass Place
- 47. *Antionette Verner* 716 Gamma Grass Place
- 48. *Janet Mattingly* 714 Redtop Ln

We, the undersigned, call on the Planning and Zoning Commission of Raymore to vote NO on rezoning 25 acres along the east side of Dean Avenue between Fox Ridge Drive and North Cass Parkway.

- | NAME                           | ADDRESS                               |
|--------------------------------|---------------------------------------|
| 49. <i>Janet Verner</i>        | 822 Blue Grama Ct                     |
| 50. <i>Ralph Ventura</i>       | 714 Gamma GRASS Rd                    |
| 51. <i>Edna Z Ventura</i>      | 714 Gamma Grass Pl.                   |
| 52. <i>Virginia Morton</i>     | 717 Gamma Grass                       |
| 53. <i>Don Morton</i>          | 717 Gamma Grass Pl                    |
| 54. <i>Patricia Cunningham</i> | 1819 Prairie Grass Dr.                |
| 55. <i>Ronald L Cunningham</i> | 1819 PRAIRIE GRASS DR                 |
| 56. <i>Donna Brown</i>         | 720 Indian Grass Way                  |
| 57. <i>Man May</i>             | 717 INDIAN GRASS Way                  |
| 58. <i>Sandra May</i>          | 717 INDIAN GRASS WAY                  |
| 59. <i>John Suga</i>           | <del>505</del> 1807 Prairie GRASS DR. |
| 60. <i>Faywood Suga</i>        | 1809 Prairie Grass                    |
| 61. <i>Bonnie Kubi</i>         | 717 Foxtail court                     |
| 62. <i>Jerry Mattingly</i>     | 714 Redtop Lane                       |

We, the undersigned, call on the City Council of Raymore to vote NO on rezoning 25 acres along the east side of Dean Avenue between Fox Ridge Drive and North Cass Parkway.

NAME

ADDRESS

- |     |                 |                        |
|-----|-----------------|------------------------|
| 63. | Paul Gnan       | 719 Fox Tail           |
| 64. | Nancy [unclear] | 719 Fox Tail Ct        |
| 65. | April R Vaughan | 715 Redtop Lane        |
| 66. | Usula Rosh      | 717 Redtop Ln          |
| 67. | A [unclear]     | 717 Redtop Ln 2nd      |
| 68. | Dorion Susan    | 1807 Prairie Grass     |
| 69. | Brenda Barton   | 726 Indian Grass Way   |
| 70. | Jeff Barton     | 726 Indian Grass Way   |
| 71. | [unclear]       | 717 Fox Tail Court     |
| 72. | [unclear]       | 729 INDIAN GRASS WAY   |
| 73. | Connie Sanders  | 1801 prairie grass     |
| 74. | Richard Sanders | 1801 prairie grass     |
| 75. | Ruth York       | 1907 Prairie Grass Dr. |
| 76. | Sharilyn Hoff   | 1917 Prairie Grass Dr. |
| 77. | Kay Hudson      | 1923 Prairie Grass Dr  |
| 78. | Levi Jones      | 706 Bluestem Ct        |
| 79. | Stephy Jones    | 711 Bluestem Ct.       |
| 80. | Mary Jones      | 711 Bluestem Ct.       |
| 81. | Alana Garcia    | 707 Bluestem Ct.       |

We, the undersigned, call on the City Council of Raymore to vote NO on rezoning 25 acres along the east side of Dean Avenue between Fox Ridge Drive and North Cass Parkway.

NAME	ADDRESS
82. Lauren S. Jones	707 Bluestem Ct
83. Millie Anne	725 GAMMA GRASS
84. Terry GRAVES	725 GAMMA GRAVES
85. Amede Olowu	725 Indian Grass Way
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David Gress <dgress@raymore.com>

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## Venue of the Good Ranch PUD Rezoning and Preliminary Development Plan

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Joe MAGERL <joemag3552@comcast.net>  
Reply-To: Joe MAGERL <joemag3552@comcast.net>  
To: dgress@raymore.com

Mon, Aug 19, 2019 at 7:17 PM

Mr. Gress: I am the President of The Meadows of the Good Ranch Home Owners Association. I am sending this to inform you that the homeowners of The Meadows of the Good Ranch vehemently oppose the rezoning of the parcel of land proposed as a site for 204 rental units. We feel the change of zoning classification to a "PUD" classification is contrary to the surrounding development and would greatly detract from the desirability of potential future single family homesites. There is nothing in this proposed project that is consistent with the existing surrounding area development. To have these rental units abutt homesites in the \$300,000. to \$400,000. price range is ill-conceivable.

There are homesites still being developed in the Meadowood area. Have those homebuilders been advised of the City's proposal? At the Good Neighbor meeting on August 7th, a lady attending the meeting said they had recently bought one of the new homes in Meadowood. She said that if she had known what was proposed to be built just to the south of them, they would not have purchased in the area. I wonder what effect changing this rezoning classification to "PUD" would have on the potential sale of the remaining properties in Meadowood.

I hope serious consideration is given this rezoning and I hope much thought is given to how it would affect existing homeowners. This project is not good for the people of Raymore, it is not good for the City of Raymore.

Thank you.

Joe Magerl, President

Meadows of the Good Ranch

The Venue of the Good Ranch  
Raymore Zoning Commission

August 19, 2019

I vigorously oppose the planned rezoning of this property from Agriculture to PUD as proposed by The Griffin Riley property group and presented at a public meeting held August 07, 2019.

According to the plans made public there will be 204 Units on 25 acres of land. They will be four-plex units. It will also include a club house, pickleball courts and a dog park. Based on my calculations of at least 2 members in each unit that brings us to 408 individuals. It was announced these units will be marketed to individuals with an income around 40k per year just slightly above minimum wage or low income.

With 2 individuals in each unit ( 408 ) they will most likely have two cars since both will need to work( that comes to 816 cars on 25 acres). With that comes a huge traffic flow, police presence and the need for increased emergency services.

This is not what Raymore residents want or need. Why not hold a public forum, work with groups and the owners The Good Family to come up with a better use of this prime land. Meadowood 2nd phase is developing and properties are selling in the \$300/350 range as fast as they are completed. The Good family developed Meadowood also.

Al & Betty Benz  
Meadows of the Good Ranch

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## Proposal for builder to rezone and place 4plex units

1 message

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**Jo Ann Portell** <jo\_ann\_portell@hotmail.com>  
To: "jcadoret@raymore.com" <jcadoret@raymore.com>

Sat, Aug 17, 2019 at 2:42 AM

Hello Jim,

My name is Jo Ann Portell and my husband, Kent Portell, and I live at [811 Clancy Court](#) in the Brookside housing development.

I am writing to let you know of my concerns about a builder who would like to rezone the land off of Dean Avenue between Cass Parkway and Foxridge Drive and build 204 4-plex units.

I am adamantly opposed to this proposal and I am hoping that you and the rest of the City Council will vote a resounding "No"!

Brookside Builders are the ones who built the housing development that I live in now. Last year, they tried to obtain approval for rental duplexes on the adjacent lot to our development. Fortunately, we were able to turn our neighbors out in force and let our voices be heard that we did not want rental property adjacent to our homes.

My experience has been that when there is a large rental complex, nearby homes usually go down in value, not up. And, let's be honest, people do not take care of rental homes and properties like home owners do. I should know, my husband and I have had that experience in the past and it wasn't a good one.

I want Raymore to continue to be a nice place for families to BUY homes and live here; not rent and move on. I will be attending the meeting next Tuesday and I hope you and my city council representatives will be there to back up your constituents with a vote of "No".

Thank you,

Jo Ann Portell

[811 Clancy Ct.](#)

[Raymore, MO 64083](#)

Sent from [Mail](#) for Windows 10

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## Venue Zoning Change

1 message

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**City of Raymore** <webmaster@raymore.com>  
Reply-To: Craig Sheumaker <craigclint@aol.com>  
To: "Cadoret, Jim" <jcadoret@raymore.com>

Sat, Aug 17, 2019 at 11:38 AM

Message submitted from the <City of Raymore, MO> website.

**Site Visitor Name:** Craig Sheumaker  
**Site Visitor Email:** [craigclint@aol.com](mailto:craigclint@aol.com)

My wife and I attended the good neighbor meeting regarding The Venue at the Good Ranch recently, and in some respects our opinion differs from the majority of those in attendance. While we don't want the project to be developed as planned, we understand that something will be built there, and we want it to be in keeping with the look and feel of the Meadowood and Stonegate neighborhoods (we live in Stonegate).

We also understand the challenges in developing single-family homes as Mr. Good explained. So, our preference is that something similar to the duplexes that are just now being built at Oak Ridge Farms be considered for this site. Ideally, these would be condos, not rentals. It seems to us that more rentals aren't needed if the complex of 395 apartments that has been approved on Foxwood Drive north of the Eagle Glen school is to be built soon. And, the development plan of 1994 shows that a large area of high-density apartments are planned along the extension of Dean south of N. Cass Parkway. We would hope that those two areas will provide sufficient apartment capacity for the foreseeable future.

Thank you for your consideration and the work you do on our behalf. We hope that you listen carefully to the sentiments expressed by all residents who have substantial investments in our fair city and want it to continue to have the relaxed, welcoming ambiance that we now enjoy.

Craig Sheumaker  
Stonegate

## Concerns with new multi-family development @ Dean & North Cass

1 message

Chelsea Hunziker <chelseahunziker@gmail.com>

Mon, Aug 12, 2019 at 10:48 AM

To: jcadoret@raymore.com

Hi Jim,

I know the Planning & Zoning commission will be voting on a new proposal 8/20 and I would like to share my thoughts with all members. I don't see individual contact info on the city website - was hoping you could forward this or let me know how to reach out to them. Thx

I attended the meeting last Wed. regarding the proposed new development at North Cass & Dean. I am a 10 year Stonegate resident, have 4 young children, a husband who teaches here in Raymore and have major concerns about the proposal.

1. I have serious concerns about the impact to Stonegate Elementary. The school is not equipped to handle the volume of new students this property may entail and even if it were I believe the large influx of rental properties/more transitory families will negatively impact both parent involvement at the school and, longer-term, test scores and school ratings/rankings.
2. My home backs up to the walking trail behind these proposed new units and flooding is already a huge unaddressed issue. With large rains we often have 4-5 feet of rushing water dangerously close to our property lines. I fear removing the soil/crops and adding parking lots, etc. will add to the runoff and cause even bigger flooding issues.
3. I fear an increase in crime in our neighborhood. There are lots of stats out there backing up higher crime rates tied to rental/lower income properties... there were some compelling numbers thrown out at the meeting.
4. Last but certainly not least I am highly concerned with the value of my home and those around me. Having "apartments" (Note: I found it ironic this was the term used by the developer during the meeting - I think it's accurate but not matching the publicized term circulating of luxury single family attached units or something of the sort) right next to a nice-upscale neighborhood will do nothing but lower our values and negatively impact the neighborhood. These units will bring noise, traffic, dumpsters, etc. A number of homes have gone up for sale in the last week... no doubt in response to this news. I know, personally, of at least 5 families planning to move if this development is approved and I'm sure there are many others.

I work in market research for a living and do a ton of work with and about Millennial and Gen Z consumers. I think the developer's suggestion that young singles will move to Raymore and rent these units is highly doubtful. We don't have what younger professionals are looking for: night life, housing within walking distance of entertainment, trendy, non-chain restaurants & shops, etc. Mr. Good himself admitted that he tried to appeal to that demographic before and it didn't work. That's okay...Raymore isn't a place you live as a young single or married couple, it's where you go to raise a family and/or retire. To that point, I also don't believe these units are going to appeal to older Boomers who are downsizing - the look is too modern, they are multi-level vs. ranch and they don't give off a quiet, peaceful vibe. So...who is going to rent these units??? Lower income families who can't afford to buy...but the price is pretty high for that consumer target. I fear supply will outpace demand and they will end up having to lower the rent... and we will end up with not so luxury, lower income rental units ruining the surrounding neighborhoods.

I know Raymore is looking to grow and I think that's great, but I don't believe this is the kind of growth the city really wants, is it? This development is going to push out higher income, loyal families who are involved in city programs (have kids playing rec sports, attend the 4th of July celebration, Mud Run, Fishing Derby, etc.), care about the schools, and work hard to protect the value of their largest investment. We will end up leaving and be replaced by lower income families who stay for a few years and then leave.

We love our home; love Raymore but will be putting our house up for sale later this fall if the proposal goes though.. likely headed to Lees Summit, Overland Park.. not sure but somewhere we feel confident our home value will continue to grow. I ask you to please stop this proposal, stop the building of these units and not rezone this land for multi-family dwellings. I have not heard of 1 person who is "for" this proposal, except of course Mr. Good & family...while I appreciate that this land may be more expensive to build on and he may not make as much money for it; I think he'll be okay...and I also doubt if he would want this unit in his backyard if push came to shove.

Thanks for listening and I will see you on Aug. 20th!!  
Chelsea Hunziker



David Gress <dgress@raymore.com>

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## Good ranch development concern

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**Kelsey Finger** <kelsf06@gmail.com>  
To: dgress@raymore.com

Sun, Jul 28, 2019 at 8:24 PM

Hello,

I am writing to voice my concerns (which seem to be shared by all or the vast majority of other residents) about the proposal for the Good Ranch development change. Having townhomes so close to our single family homes promotes a transient population and higher crime rates. I fear it will also make the value of my home drop and, frankly, I don't want to have to look at these ugly structures. We moved here like many other people because of the thoughtful and prosperous development Raymore has been using to grow the community. I don't see any real benefit (other than the developers making more money) from changing from the original plan for single family homes.

Thank you for taking the time to consider my concerns and those of all the residents you will be hearing from at the upcoming meetings.

Kelsey Finger (concerned voter)

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**Liberman.meredith@gmail.com**

1 message

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**City of Raymore** <webmaster@raymore.com>  
Reply-To: MEREDITH L LIBERMAN <Liberman.meredith@gmail.com>  
To: "Cadoret, Jim" <jcadoret@raymore.com>

Thu, Aug 8, 2019 at 4:41 PM

Message submitted from the <City of Raymore, MO> website.

**Site Visitor Name:** MEREDITH L LIBERMAN  
**Site Visitor Email:** [Liberman.meredith@gmail.com](mailto:Liberman.meredith@gmail.com)

I am not sure if this should go to your inbox or to someone else. If it does not go to you, please forward to the applicable party.

I was unable to attend the meeting last night on the proposed rezoning for Dean between North Cass and Foxridge. However I wanted to voice my and my husband's dissent to these buildings.

While we understand that these were zoned many years ago (from the meeting we attendee on the industrial building rezoning on North Cass and 49), most of us weren't alive/old enough to give input then and are offering it now.

We chose to move to this area from Creekmoor almost 3 years ago. Part of the reason we chose this neighborhood as opposed to Eagle Glen was for the safety of raising a young family and not wanting them in close proximity to the apartment buildings in that area.

We moved back here from Houston where we were robbed three times in as many weeks and Raymore has allowed us to trust in the goodness of people again. But not enough to embrace the idea of raising our family so close to such a densely populated construction.

Our daughter has special needs and moving right now is out of the question but when (out hope is once our children are out of school) we move again we don't want to lose value on our home because of the new constructions made.

We weren't even notified that this meeting was happening and if I wasn't part of the FB community and the Nextdoor Neighbor website I wouldn't have known what was happening. As the first culdesac off of N Cass and Haystack and our next door neighbors essentially backing into the trail access to our home would be incredibly easy.

While we are sympathetic to the need to entice businesses to commercial properties I am uncomfortable with more than double family occupancies on this lot area, though I would be happiest with single families.

I want Raymore to grow but I want that growth to respect the desires of its constituents.



David Gress <dgress@raymore.com>

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## Venue of the Good Ranch PUD Rezoning and Preliminary Development Plan

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Joe MAGERL <joemag3552@comcast.net>  
Reply-To: Joe MAGERL <joemag3552@comcast.net>  
To: dgress@raymore.com

Mon, Aug 19, 2019 at 7:17 PM

Mr. Gress: I am the President of The Meadows of the Good Ranch Home Owners Association. I am sending this to inform you that the homeowners of The Meadows of the Good Ranch vehemently oppose the rezoning of the parcel of land proposed as a site for 204 rental units. We feel the change of zoning classification to a "PUD" classification is contrary to the surrounding development and would greatly detract from the desirability of potential future single family homesites. There is nothing in this proposed project that is consistent with the existing surrounding area development. To have these rental units abutt homesites in the \$300,000. to \$400,000. price range is ill-conceivable.

There are homesites still being developed in the Meadowood area. Have those homebuilders been advised of the City's proposal? At the Good Neighbor meeting on August 7th, a lady attending the meeting said they had recently bought one of the new homes in Meadowood. She said that if she had known what was proposed to be built just to the south of them, they would not have purchased in the area. I wonder what effect changing this rezoning classification to "PUD" would have on the potential sale of the remaining properties in Meadowood.

I hope serious consideration is given this rezoning and I hope much thought is given to how it would affect existing homeowners. This project is not good for the people of Raymore, it is not good for the City of Raymore.

Thank you.

Joe Magerl, President

Meadows of the Good Ranch

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## The venue at Cass Parkway and Dean

1 message

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**Kris Dillon** <kristine725@icloud.com>

Thu, Aug 8, 2019 at 9:48 AM

Good morning,

I wanted to contact you and voice my opinion on all the negative affects if you allow The Venue to be built with 204 four-plex units between the corners of Fox Ridge Drive, Dean, and Cass Parkway. Not only are the units proposed hideous, we do not need all that traffic, we do not need rental properties next to a nice neighborhood with \$200,000 and \$300,000 homes and we do NOT need the crime that comes with rentals like that. I have no doubt you see what goes on in the duplexes by Freedom Stop. They are in disrepair and an eyesore which will surely happen with these rentals also in a few years. The design does not fit in with our community.

I did attend the meeting last night and I do plan to attend the meeting on the 20th. I know that there are many more people that would've attended if the city had effectively communicated it to the entire city.

We do not want this in our community. I suggested that instead they continue with the 55 and over community. People from the newly developed 55 and over community at Fox Ridge and Dean were very upset that they have just purchased beautiful new retirement homes just to find out that piles of four-plexes are might be dumped on the opposite corner. I did my due diligence last year before moving into my home and called the city and they told me it was going to be 55 and over down the street.

If I had any indication that they were going to pile ugly four-plexes and rental properties in my backyard I never would have purchased that home.

My house actually is next to the pond and backs up to their terrible proposal. Again, I urge you strongly to vote no. Your residents of Raymore do not want this in our neighborhood. It will create more traffic problems that already exist and add to the overcrowding in our schools.

Thank you  
Robb and Kris Palmer  
1719 S Fox Ridge Dr

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## The venue at Cass Parkway and Dean

1 message

---

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Thu, Aug 8, 2019 at 9:48 AM

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I did attend the meeting last night and I do plan to attend the meeting on the 20th. I know that there are many more people that would've attended if the city had effectively communicated it to the entire city.

We do not want this in our community. I suggested that instead they continue with the 55 and over community. People from the newly developed 55 and over community at Fox Ridge and Dean were very upset that they have just purchased beautiful new retirement homes just to find out that piles of four-plexes are might be dumped on the opposite corner. I did my due diligence last year before moving into my home and called the city and they told me it was going to be 55 and over down the street.

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Thank you  
Robb and Kris Palmer  
1719 S Fox Ridge Dr





**CITY OF RAYMORE**  
**AGENDA ITEM INFORMATION FORM**

DATE: Aug. 26, 2019

SUBMITTED BY: Jim Cadoret

DEPARTMENT: Development Services

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

**TITLE / ISSUE / REQUEST**

Bill 3485: Universal Design in Residential Home Construction Pilot Project

**STRATEGIC PLAN GOAL/STRATEGY**

1.3.2: Implement strategies established by the Communities for All Ages Master Plan

**FINANCIAL IMPACT**

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

**PROJECT TIMELINE**

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

**STAFF RECOMMENDATION**

Approval

**OTHER BOARDS & COMMISSIONS ASSIGNED**

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

**LIST OF REFERENCE DOCUMENTS ATTACHED**

Contract

**REVIEWED BY:**

Jim Feuerborn

## BACKGROUND / JUSTIFICATION

The adopted Communities for All Ages Master Plan included a goal to encourage builders and developers to utilize Universal Design solutions in new home construction.

At the Nov. 5, 2018 Council work session staff presented a proposal for the City to partner with a home builder to construct a new single-family home that incorporated Universal Design principles. To attract a builder to open up the home for public education opportunities during and after the construction process, the City offers to waive all building permit fees, estimated at \$7,500. The City would also complete photography and videography during the home construction process and hold open house events to showcase the Universal Design features of the home. Staff is hopeful this pilot project will encourage more home builders to incorporate Universal Design features into future homes.

One builder, Pinnacle Homes of Kansas City, submitted a response to the request for proposals. Pinnacle Homes, represented by Wade Beck, is a local builder who has constructed numerous homes in the City. The proposed home will be constructed in the Knoll Creek Subdivision.

**BILL 3485**

**ORDINANCE**

**"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH PINNACLE HOMES OF KANSAS CITY FOR THE UNIVERSAL DESIGN IN RESIDENTIAL HOME CONSTRUCTION PILOT PROJECT."**

**WHEREAS**, the City issued a Request for Qualifications seeking proposals from qualified builders interested in designing and constructing a single-family home that incorporates Universal Design principles; and

**WHEREAS**, the City desires to partner with Pinnacle Homes of Kansas City to design and construct a single-family home in Raymore that will incorporate Universal Design principles that can be showcased to other builders and residents interested in learning more about Universal Design; and

**WHEREAS**, the City will waive all building permit fees associated with the construction of the home in return for being allowed to complete photography and videography services during construction and having access to the home for one month after completion to showcase the home and design features to the public.

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

Section 1. The City Manager is directed to enter into a contract with Pinnacle Homes of Kansas City for the Universal Design in Residential Home Construction Pilot Project.

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

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

Section 4. 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 26TH DAY OF AUGUST, 2019.**

**BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 9TH DAY OF SEPTEMBER, 2019, BY THE FOLLOWING VOTE:**

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

ATTEST:

APPROVE:

\_\_\_\_\_  
Jean Woerner, City Clerk

\_\_\_\_\_  
Kristofer P. Turnbow, Mayor

\_\_\_\_\_  
Date of Signature



CITY OF RAYMORE  
CONTRACT FOR PROFESSIONAL SERVICES

AGREEMENT FOR PROVISION OF THE FOLLOWING SERVICES

Agreement made this 9th day of September, 2019 between Pinnacle Homes of Kansas City, an entity organized and existing under the laws of the State of Missouri, with its principal office located at 11305 E. 195th Street, Raymore, Missouri, 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 September 9, 2019 and coincidental with the City Manager's signature and attestation by the City Clerk and shall remain in effect as described within the attachments.

ARTICLE I  
THE WORK

Contractor agrees to perform all work and provide all deliverables as specified in and according to the Request for Qualifications/Quote RFQu #19-008 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. 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 RFQu #19-008 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 TIME OF COMMENCEMENT AND COMPLETION

The work shall begin upon Council approval and City Manager's signature. The date of substantial completion shall be that date when the project or portions of the project are officially accepted by the Owner through formal action of the City Council for utilization of the project for its intended purpose. The City shall be the sole determiner as to the fulfillment of the work as described.

## ARTICLE III WAIVABLE FEES

The City shall waive, upon issuance of the approved building permit, all costs associated with the review, approval, and issuance of the New Residential Building Permit application, including, but not limited to excise tax fees, plan review fees, building inspection fees, water connection fees, and sewer connection fees.

In the event of the Contractor'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 collect any and all amounts associated with the New Residential Building Permit application and other waived fees.

## ARTICLE IV INSURANCE REQUIREMENTS

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

## ARTICLE V RESPONSIBILITIES

The City shall provide all information or services under their control with reasonable promptness and designate a representative to render decisions on behalf of the City and on whose actions and approvals the Contractor may rely.

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

this agreement. The City and the Contractor shall agree upon such any delay or cancellation of performance and execute an agreement in writing documenting the excuse of performance or delay in performance of this agreement.

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

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.

#### ARTICLE VI TERMINATION OF AGREEMENT

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

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 a retainer the amount needed to complete the work in accordance with Appendix B specifications.

## ARTICLE VII ARBITRATION

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

## ARTICLE VIII WARRANTY

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

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

## ARTICLE IX AFFIDAVIT of WORK AUTHORIZATION

Pursuant to 285.530 RSMo, the Contractor 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. Contractor 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.

SEAL)

**THE CITY OF RAYMORE, MISSOURI**

By: \_\_\_\_\_  
Jim Feuerborn, City Manager

Attest: \_\_\_\_\_  
Jean Woerner, City Clerk

SEAL)

**PINNACLE HOMES OF KANSAS CITY**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Attest: \_\_\_\_\_

## **Appendix A**

### **Scope of Services**

Pinnacle Homes of Kansas City shall furnish the City of Raymore with all documents necessary to the design, documentation, engineering and construction of a Single Family Residential home that incorporates universal design principles. Such materials are subject to the review and approval by the City's Building Official.

By participating in the Universal Design in Residential Home Construction Pilot Project, Pinnacle Homes of Kansas City agree to work directly with City staff in the following capacities:

- Review and approval of all buildings plans and documents
- Periodic photo and video documentation of the construction process
- Outreach and education opportunities relative to Universal Design
- Offer open houses for one month to showcase Universal Design components of the home

The City offers the following incentives to Pinnacle Homes of Kansas City as part of this pilot project:

- Waiver of all building permit fees, excise tax and utility connection fees for the house
- Expedited permitting and review procedures
- Extensive promotion and support of the project and associated homebuilder through print services and social media
- Photography and videography services of the installation and operation of universal design features in the home
- Promotion of the features of the home on the City's website and other social media outlets

Pinnacle Homes of Kansas City shall incorporate the following features into the design and construction of the pilot project home:

- At least one zero-step building entrance
- An accessible path connecting to the zero-step building entrance
- An accessible interior route with hallways of at least 36 inches of clearance connecting at least one bedroom and one bathroom (full or half)
- An accessible interior route with hallways of at least 36 inches of clearance connecting at least one bedroom with a kitchen, living room, or other common living space
- Doors with at least 32" (36" preferred) of clear width with lever-style door handles, and flush thresholds

- Accessible light switches (rocker style), electrical outlets, and controls throughout all accessible routes
- Lever-style water controls on all plumbing fixtures
- Additional blocking or other support structures throughout accessible routes or spaces to accommodate the installation of grab bars

Following the completion of the construction process and the issuance of a Certificate of Occupancy, Pinnacle Homes of Kansas City shall agree to leave the home in an unoccupied state for **30** (thirty) days. During this timeframe, the completed home shall remain accessible by City staff for outreach and education opportunities, including open houses to showcase the home to the public. Following the completion of this time frame, the home may be made available for occupancy.

## **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 Development Services Director in consultation with the Building Official or their authorized representative (s). The Contractor shall not comply with requests and/or orders issued by any other person. The Development Services Director will designate his/her authorized representatives in writing. Both the City of Raymore and the Contractor must approve any changes to the contract in writing.

### **B. *Contract Period***

Award of this contract is anticipated prior to the end of September, 2019, with final design and construction completed within six (6) months.

### **C. *Insurance***

As required per the Business License for the City of Raymore.

### **D. *Hold Harmless Clause***

The 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. *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 Contractor. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

### **F. *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 write 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 his designee. The Finance Director shall render a decision within sixty (60) days of receipt of the appeal.

G. *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.

H. *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.

I. *Inspection*

At the conclusion of each job order, the Contractor shall demonstrate to the Building Official 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 Contractor at the 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.

J. *Permits*

The successful Contractor shall be responsible for obtaining all 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.

K. *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.

L. *Rejection of Qualifications*

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

M. *Affidavit of Work Authorization and Documentation:*

Pursuant to 285.530 RSMo, the Contractor 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.



**To:** City of Raymore

**Fr:** Wade Beck - Pinnacle Homes of Kansas City 

**Re:** RFQ 19-008

**Date:** 08/12/2019

Thank you for the opportunity to be considered for the Universal Design Home Construction Pilot Project.

### **Company Background**

As a single-family residential builder who focuses on designing and building homes for the Raymore community, Pinnacle Homes is uniquely qualified for this project. Finished projects in Raymore are located in the Eagle Glen, Stonegate, Estates of Knoll Creek, and Chateau Place subdivisions. Success with these projects has permitted me to develop a productive relationship with city staff that has been mutually beneficial as I continually modify processes to accommodate trends in design and construction techniques.

The following are some of the advantages my customers enjoy with Pinnacle Homes as their builder:

Designing and drawing for all of Pinnacle Homes' projects are done by myself, ensuring that my customers' specific needs are reflected in the final product. This process requires several drafts and meetings with customers, and frequently includes final editing in the customers' living room as they view the plan on their television. As most customers have difficulty envisioning a 2-D plan, 3-D renderings and virtual walkthroughs are a regular part of the Pinnacle Homes planning and design process.

While most builders in our community have a project manager that supervises 10-20 builds at a time, the number of projects is restricted to only four in various stages of completion. Any issues are identified early and addressed prior to becoming larger challenges. Limiting the scale of projects permits me to be heavily involved in every detail. Managing all projects personally also reduces overhead and contributes to a better product.

Being the primary contact for my customers allows for quick and efficient response to any modifications. There are no layers of corporate structure to navigate in order to design and price change orders. Customers appreciate being able to contact me on evenings and weekends. As my in-home office is within 15 minutes of all project sites, customers also appreciate off-hours and spontaneous site visits.

Many Pinnacle Homes customers are past retirement age and as a result, Universal Design features are frequently included in many of our builds. These have included: wider hallways and

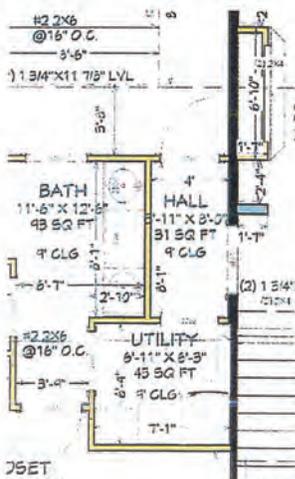
cased openings, stair minimizing, wall mount sinks, low threshold showers with grab bars, utilizing drawers in base cabinets, and Decora style electrical switches.

### Universal Design Proposal

An important critical challenge in universal design is a zero step/low threshold entrance. To ease the design, a level lot or one with a slight negative grade is preferred. This grade eases not only the transition to a zero-step front entrance but also permits the ease of entrance to a rear patio outdoor living area that doesn't require a deck. Ideally, occupants can walk from the driveway through the front door, throughout the main floor, and onto a rear outdoor living area without encountering any obstacles. Many assisted living communities use a notched foundation/lowered floor system that permits floor joists to be set inside the foundation and provides for a floor elevation to be set at the top of the foundation rather than a floor with joists that sit above the foundation. I propose establishing a solid engineering plan for a notched foundation on a lot with a slight negative grade and establishing elevations to make this critical part of the universal design application successful.



Interior design and layout that creates wide door openings, cased openings, and hallways make interior spaces feel open and accessible to people of all abilities. As a company standard, Pinnacle Homes' hallways are 48" and cased openings are always a minimum 42".



Exterior doors still require a threshold to remain weathertight. While the standard door threshold is adjustable from 1" to 1-1/2", many doors have a low threshold option minimizing trip hazards and easing wheelchair navigation.



As a standard on all Pinnacle Homes projects, Decora rocker style switches are both attractive and practical.

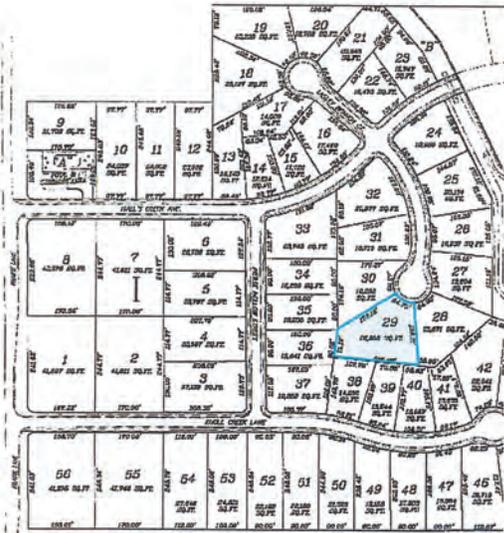


During framing, additional supports to facilitate solid mounting of grab bars or aid in other mounting issues is a regular request. These framing supports are normally installed in anticipation of future needs even when no immediate need of a grab bar is required. Each project is thoroughly photographed to document the location of these supports for future reference.



While I've addressed many of the specific items mentioned in the RFQ, there are many others not mentioned that should be discussed such as cabinetry, flooring types, technology, maintenance, and landscaping.

Included with this RFQ response is a specific floorplan and lot description that I propose to build for the pilot project. The plan is a 1-1/2 reverse layout that has a master suite and additional bedroom on the main floor and 2 additional bedrooms on the lower level. This plan reflects the accumulation of specific requests I've received from customers concerned with current or future mobility. By maintaining a modest footprint and utilizing a lot that permits a patio off the main floor, the build will maintain affordability while offering popular features and providing many universal design advantages.



## THE JILLIAN

REVERSE 1 1/2 STORY, 4 BEDROOM, 3 BATHROOMS, 3 CAR GARAGE  
PINNACLE HOMES OF KANSAS CITY



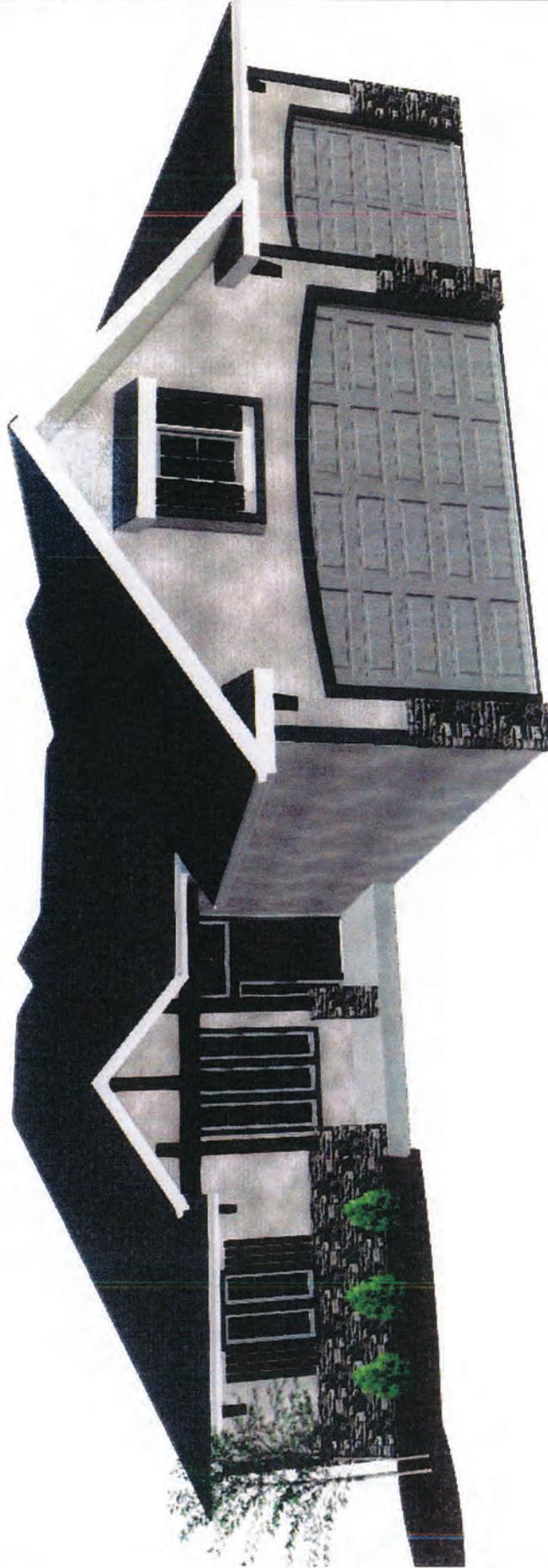
Pinna...  
Pinnacle Homes  
Pinnacle Homes  
Pinnacle Homes



# THE JILLIAN

REVERSE 1-1/2 STORY, 4 BEDROOM, 3 BATHROOM, 3-CAR GARAGE

## PINNACLE HOMES OF KANSAS CITY



MAIN LEVEL	1,621 SF
LOWER LEVEL (FINISHED)	1,308 SF
LOWER LEVEL (UNFINISHED)	444 SF
COVERED PATIO	368 SF
FRONT PORCH	101 SF
GARAGE	752 SF

REVISION TABLE	NUMBER	DATE	REVISION BY	DESCRIPTION

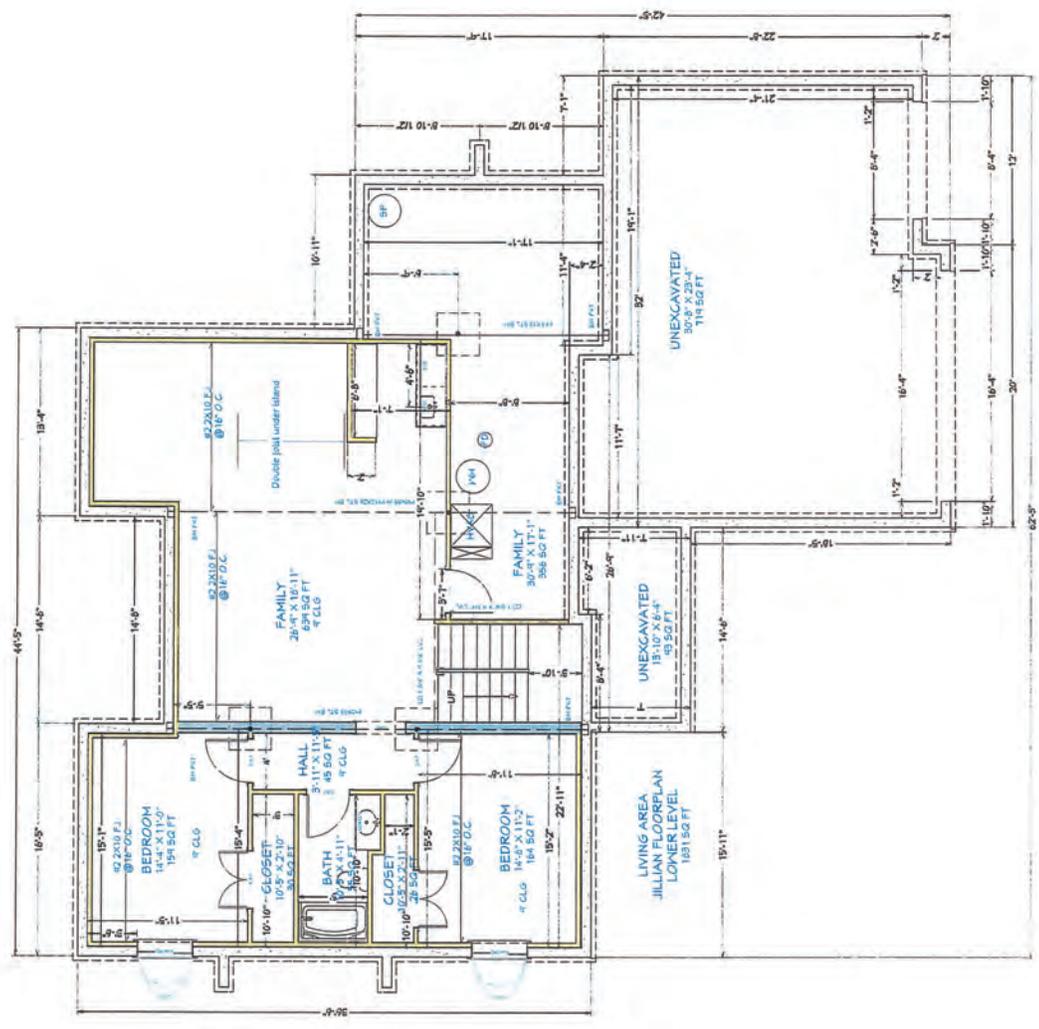
Jillian Plan  
428 Lalsey Branch Ct  
Raymore, MO 64083

Made Beck, LLC  
Raymore, MO  
816-730-1773  
Pinnaclehomeskc.com

Wade Beck, LLC  
 Raymore, MO  
 816-730-1773  
 Pinnaclehomeskc.com

Jillian Plan  
 Raymore, MO 64083  
 428 Lalsey Branch Ct

NUMBER	DATE	REVISION BY	DESCRIPTION



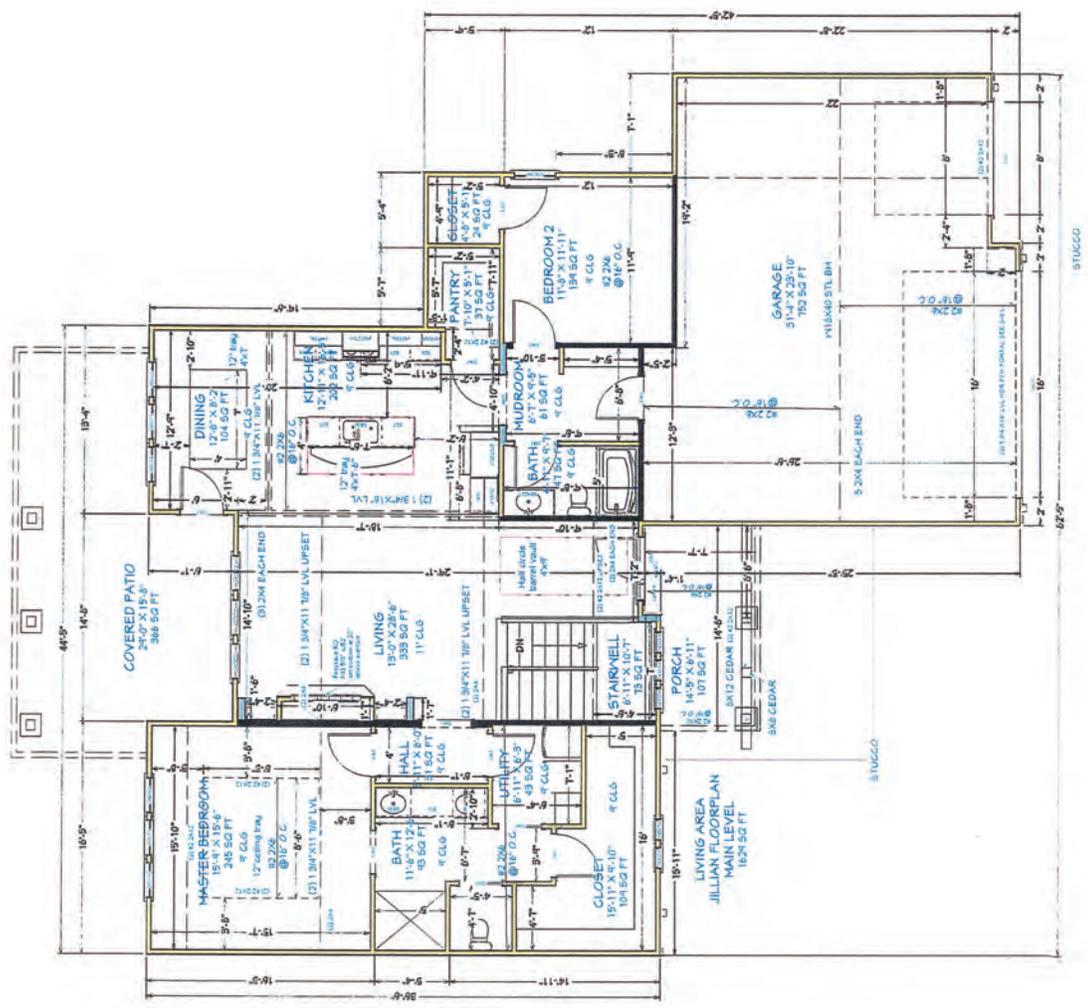
Foundation



Made Beck, LLC  
 Raymore, MO  
 816-730-1773  
 Pinnaclehomeskc.com

Jillian Plan  
 428 Labeig Branch Ct  
 Raymore, MO 64083

NUMBER	DATE	REVISION BY	DESCRIPTION



1st Floor



Wade Beck, LLC  
Raymore, MO  
816-730-1773  
Pinnaclehomeskc.com

Jillian Plan  
428 Laisey Branch Ct  
Raymore, MO 64083

REVISION TABLE	NUMBER	DATE	REVISION BY	DESCRIPTION

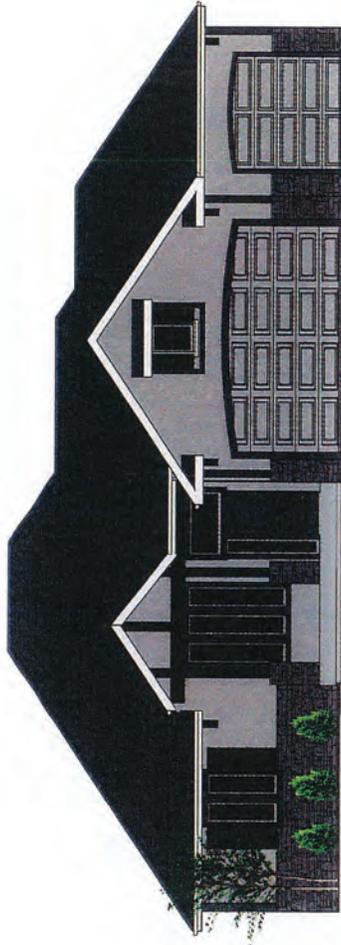


ROOF PLAN

Wade Beck, LLC  
 Raymore, MO  
 816-730-1773  
 Pinnaclehomeskc.com

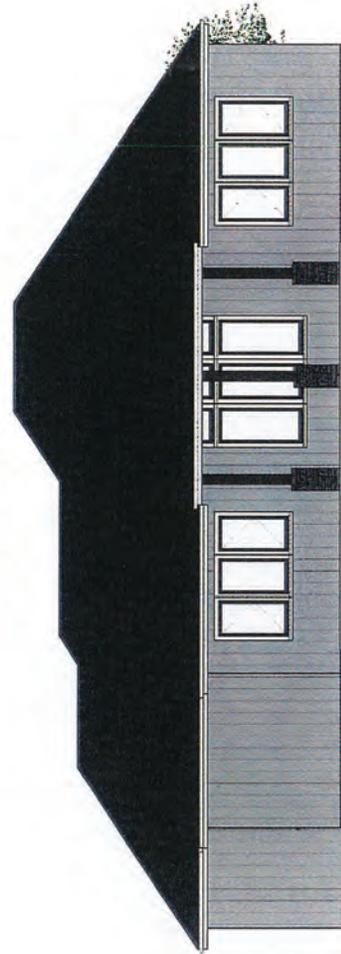
Jillian Plan  
 428 Lalsey Branch Ct  
 Raymore, MO 64083

REVISION TABLE	NUMBER	DATE	REVISION BY	DESCRIPTION



Exterior Elevation Front

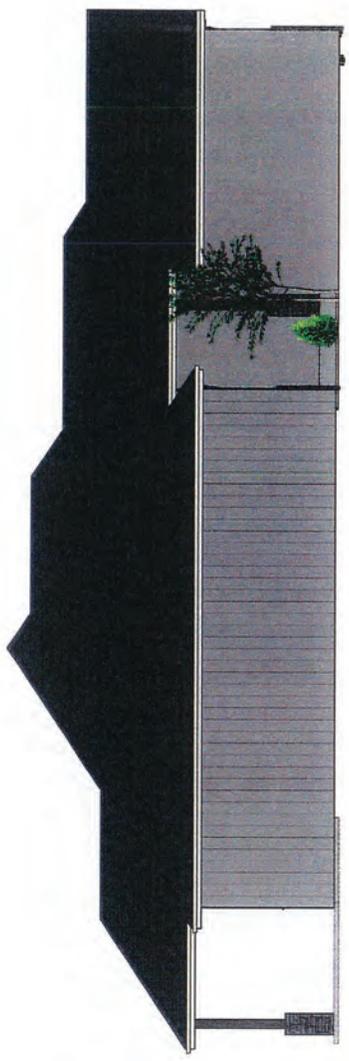
1/8"=1'



Exterior Elevation Back

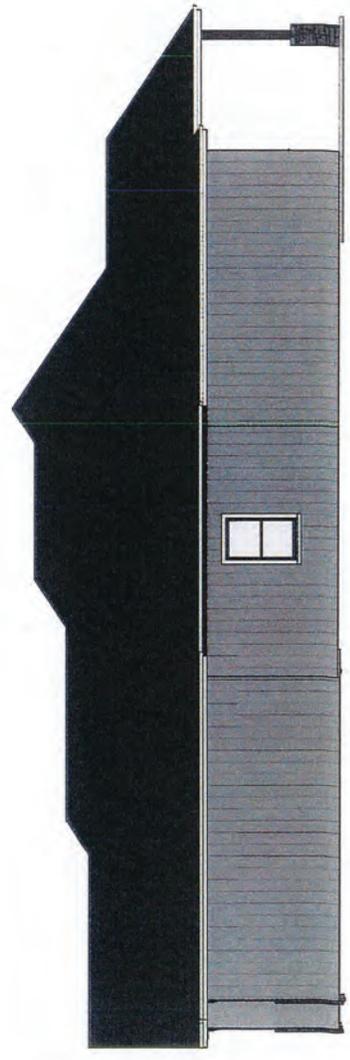
1/8"=1'

NUMBER	DATE	REVISION	DESCRIPTION



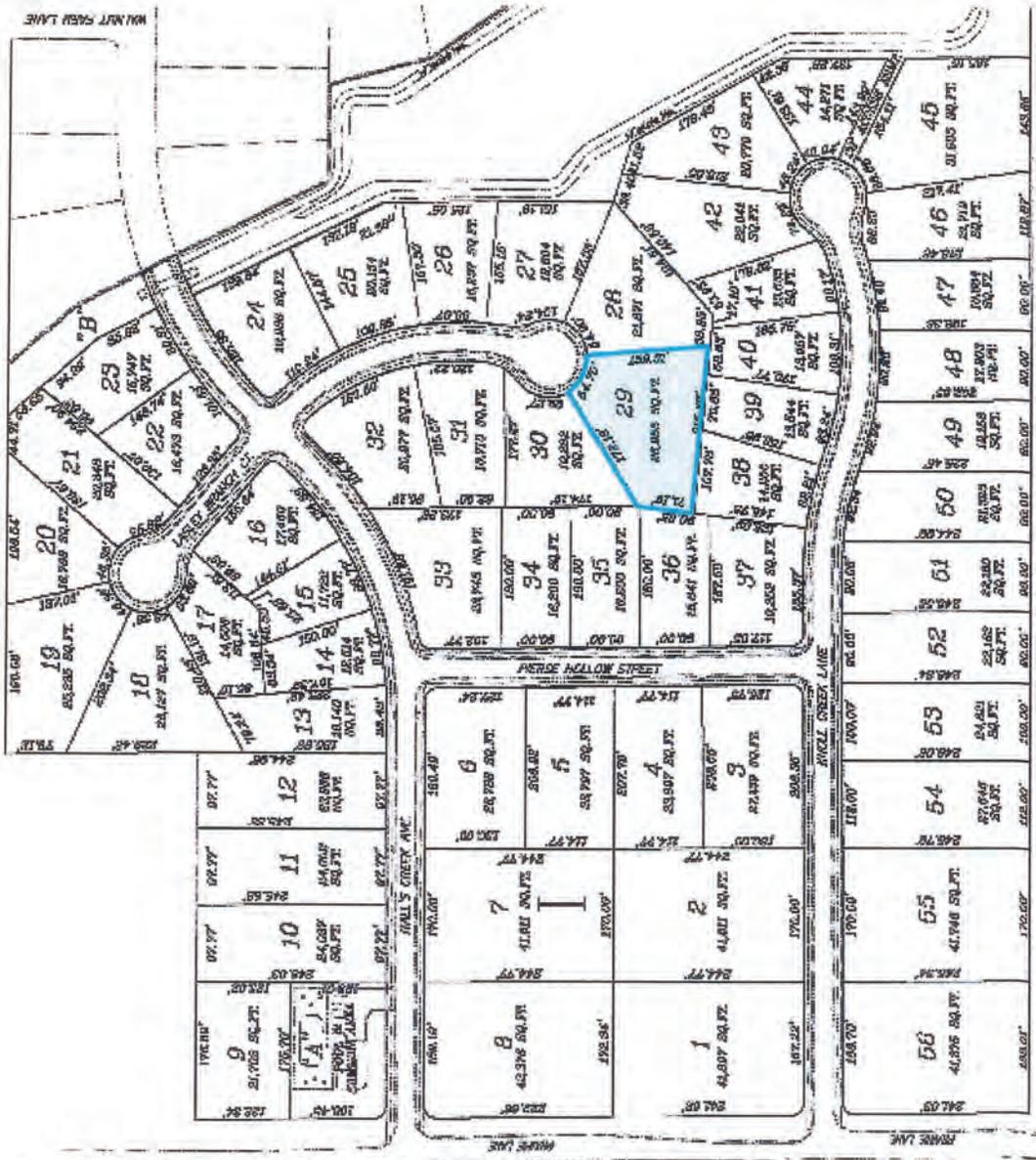
1/4" = 1'

Exterior Elevation Left



1/4" = 1'

Exterior Elevation Right



### QUALIFICATION FORM A

#### PROPOSAL VALIDITY AND COMMITMENT TO SIGN AGREEMENTS

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

**FIRM NAME:** Pinnacle Homes of Kansas City

**ADDRESS:** 11305 E 195th St  
**Street**

**ADDRESS:** Raymore MO 64083  
**City State Zip**

**PHONE:** 816-730-1773

**E-MAIL:** WadeB@PinnacleHomeskc.com

**DATE:** 08/12/2019  
**(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

### **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 Contractor 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 Contractor 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 Contractor 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 Contractor defaulted, been terminated for cause, or otherwise failed to complete any project that it was awarded? Yes \_\_\_ No X
  4. Has the Contractor been assessed or required to pay liquidated damages in connection with work performed on any project? Yes \_\_\_ No X
  5. Has the Contractor had any business or professional license, registration, certificate or certification suspended or revoked? Yes \_\_\_ No X
  6. Have any liens been filed against the Contractor as a result of its failure to pay subcontractors, suppliers, or workers? Yes \_\_\_ No X
  7. Has the Contractor been denied bonding or insurance coverage, or been discontinued by a surety or insurance company? Yes \_\_\_ No X
  8. Has the Contractor 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 Contractor or its owners, officers, directors or managers been the subject of any criminal indictment or criminal investigation concerning any aspect of the Contractor's business? Yes \_\_\_ No X

10. Has the Contractor 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 Contractor in the past 48 months?

\_\_\_ Yes X No If yes, provide details in an attachment.

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

\_\_\_ Yes X No If yes, provide details in an attachment.

### **Required Representations**

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

1. The Contractor will possess all applicable professional and business licenses required for performing work in Raymore, Missouri.
2. The Contractor satisfies all bonding and insurance requirements as stipulated in the solicitation for this project.
3. The Contractor and all subcontractors that are employed or that may be employed in the execution of the Contract Work shall be in full compliance with the City of Raymore requirements for Workers' Compensation Insurance.
4. If awarded the Contract Work, the Contractor 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 Contractor 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 Contractor 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 Contractor 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 19-008

**EXPERIENCE / REFERENCES**

To be eligible to respond to this RFQu, the proposing Contractor must be in business for a minimum of 3 years. \*Please list any Municipalities that you have done work for.

Provide a minimum of five references within the past 36 months. Please include ONLY the following information:

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

<b>COMPANY NAME</b>	Keller Williams Southland Partners
<b>ADDRESS</b>	1006 W Foxwood Dr Raymore, MO
<b>CONTACT PERSON</b>	Lonnie Branson
<b>CONTACT EMAIL</b>	Lonnie@LonnieBranson.com
<b>TELEPHONE NUMBER</b>	816-331-2323
<b>PROJECT NATURE AND DATE COMPLETED</b>	As the real estate listing agent for all of my projects, Lonnie has been integral in all of my projects from contracting through the final closings from 2015 to date.

<b>COMPANY NAME</b>	Steve and Francesca Martin
<b>ADDRESS</b>	2039 Chateau Pl Raymore, MO
<b>CONTACT PERSON</b>	
<b>CONTACT EMAIL</b>	StMartin@hntb.com
<b>TELEPHONE NUMBER</b>	816-519-4248
<b>PROJECT NATURE AND DATE COMPLETED</b>	Single family residential build project. Estimated completion date, 11/2019.

<b>COMPANY NAME</b>	Pat and Angie Winchell
<b>ADDRESS</b>	1802 Halls Creek Ave Raymore, MO
<b>CONTACT PERSON</b>	
<b>CONTACT EMAIL</b>	Patwinchel@gmail.com
<b>TELEPHONE NUMBER</b>	816-718-4939
<b>PROJECT NATURE AND DATE COMPLETED</b>	Single family residential build project. Completed, 06/2019.

<b>COMPANY NAME</b>	Steve and Krystina Erichsen
<b>ADDRESS</b>	1800 Knoll Creek Ave Raymore MO
<b>CONTACT PERSON</b>	
<b>CONTACT EMAIL</b>	Krystina.Erichsen@gmail.com
<b>TELEPHONE NUMBER</b>	816-621-8999
<b>PROJECT NATURE AND DATE COMPLETED</b>	Single family residential build project. Completed, 03/2019.

<b>COMPANY NAME</b>	Chris and Jessica Jones
<b>ADDRESS</b>	2034 Chateau Pl Raymore, MO
<b>CONTACT PERSON</b>	
<b>CONTACT EMAIL</b>	CJ81bu@att.net
<b>TELEPHONE NUMBER</b>	816-215-9914
<b>PROJECT NATURE AND DATE COMPLETED</b>	Single family residential build project. Completed, 12/2018.

State the number of Years in Business: 5 years  
 State the current number of personnel on staff: 3



# Miscellaneous



THE RAYMORE CITY COUNCIL HELD A WORK SESSION ON MONDAY, AUGUST 19, 2019, 7:00 P.M., AT RAYMORE CITY HALL. PRESENT: MAYOR TURNBOW, COUNCILMEMBERS ABDELGAWAD, BARBER, BERENDZEN, BURKE III, CIRCO, HOLMAN, JACOBSON, AND TOWNSEND. ALSO PRESENT: CITY MANAGER JIM FEUERBORN, ASSISTANT CITY MANAGER MIKE EKEY, CITY ATTORNEY JONATHAN ZERR, AND CITY STAFF.

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

A. Proposed Fiscal Year 2020 Budget and Proposed 2020-2024 CIP

City Manager Jim Feuerborn presented the proposed 2020 Budget and the proposed 2020-2024 Capital Improvement Plan to the Council. He answered general questions from Council.

B. Other

The work session of the Raymore City Council adjourned at 8:18 p.m.