



AGENDA

Raymore City Council Regular Meeting
City Hall – 100 Municipal Circle
Monday, July 10, 2017

7:00 p.m.

1. Call to Order.

2. Roll Call.

3. Pledge of Allegiance.

4. Presentations/Awards

- Recognition of Jacob Parker, Dillon Russell, Sergeant Terry Fedric and Shawn Jonas

5. Personal Appearances.

6. Staff Reports.

- A. Status of Capital Improvements (pg 9)
- B. Community Development (pg 21)
- C. Monthly Court Report (pg 27)
- D. Police/Emergency Management

7. Committee Reports.

8. Consent Agenda.

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

- A. City Council Minutes, June 26, 2017 (pg 31)
- B. Recreation Park Shade Structure Project - Acceptance and Final Payment

Reference: - Resolution 17-41 (pg 45)

The Director of Parks and Recreation has determined that the project has been satisfactorily completed in accordance with the project specifications.

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

A. Vacation of Cunningham at Creekmoor First Plat

Reference: - Agenda Item Information Sheet (pg 49)
- Bill 3275 (pg 51)
- Staff Report (pg 53)

Cooper Land Development Inc. is requesting to vacate the Cunningham at Creekmoor First Plat, a 68-lot single-family subdivision that was proposed to be located on the southwest corner of 155th Street and North Madison Street. The plat was approved in 2008 but was never constructed. Vacation of the plat eliminates all lots and right-of-way identified on the original plat.

- City Council, 06/26/17: Approved 8-0

B. Cunningham at Creekmoor Second Plat

Reference: - Agenda Item Information Sheet (pg 61)
- Bill 3269 (pg 63)
- Staff Report (pg 66)
- Development Agreement (pg 74)

Cooper Land Development Inc. is requesting approval of the Cunningham at Creekmoor Second Plat, a 36-lot single-family subdivision located on the southwest corner of 155th Street and North Madison Street

- Planning and Zoning Commission, 6/6/2017: Approved 9-0
- City Council, 06/26/17: Approved 8-0

C. Amendment to Chapter 500: Building Code

Reference: - Agenda Item Information Sheet (pg 85)
- Bill 3276 (pg 87)

At its Feb. 20, 2017, work session, Council members discussed issues related to delinquent water bill accounts. One issue identified was the need to withhold the issuance of building permits to a contractor or developer that is delinquent on payment of a fee or charge as assessed by the City. The proposed ordinance grants the Building Official authority to withhold issuance of permits under defined circumstances.

- City Council, 06/26/17: Approved 7-0-1

D. Award of Contract - Residential Waste Collection

Reference: - Agenda Item Information Sheet (pg 91)
- Bill 3280 (pg 94)
- Contract (pg 97)

The current contract between the City and Town & Country Disposal Services, purchased by WCA Waste Collection, expires on Dec. 31, 2017. Accordingly, staff issued a joint Request for Proposal in partnership with the City of Belton for these services beginning on Jan. 1, 2018. Staff now brings to the Council a recommendation that award of contract be made to Jim's Disposal Service, LLC, to provide these services for Raymore.

- City Council, 06/26/17: Approved 8-0

E. Award of Contract - 2017 Street Preservation Project

Reference: - Agenda Item Information Sheet (pg 131)
- Bill 3277 (pg 135)
- Contract (pg 137)

Over the past several years, the City of Raymore participated in a joint bidding process of street maintenance projects with several Cass County Cities. The responsibility of coordinating the bidding process has rotated among the cities since 2015 starting with the City of Belton. For the 2017 project, the City of Peculiar assumed the responsibility of soliciting bids and awarding a contract on behalf of the group of cities.

On June 15, 2017, the City of Peculiar met with representatives from Belton, Raymore and Pleasant Hill and awarded the contract to Superior Bowen, LLC. The contract calls for the individual cities to contract directly with Superior Bowen, LLC for their individual portions of the work.

- City Council, 06/26/17: Approved 8-0

F. Contract Amendment - SFS Architecture

Reference: - Agenda Item Information Sheet (pg 203)
- Bill 3278 (pg 205)
- Contract (pg 207)

Under a previous action, Council awarded a construction contract for the Raymore Athletic Center. At this time, staff is requesting approval of a contract amendment with SFS Architecture for construction administration services.

- City Council, 06/26/17: Approved 8-0

G. Memorandum of Understanding Guiding the Placement of Art in City Parks

Reference: - Agenda Item Information Sheet (pg 211)
- Bill 3279 (pg 213)
- Memorandum of Understanding (pg 215)
- Designated sites for public art in City parks (pg 220)

The Arts Commission and Parks & Recreation Board developed this memorandum of understanding to help guide the future placement and maintenance of public art in our City's parks. The MOU defines the processes for selection, installation, future maintenance requirements and responsibilities for both the City and the Parks & Recreation Department.

- Parks & Recreation Board, 5/23/2017: Approved 7-1
- Arts Commission, 6/13/2017: Approved 6-0
- City Council, 6/26/17: Approved 8-0

10. New Business. First Reading.

- A. Liquor License Application - Mahakali, LLC. dba Cheap Smokes & Liquor located at 1236-1240 W. Foxwood Dr. (public hearing)

Reference: - Agenda Item Information Sheet (pg 223)
- City Code Chapter 600.050 (pg 225)

New owner, Mahakali, LLC. dba Cheap Smokes & Liquor located at 1236-1240 W. Foxwood Drive, has filed an application for the 2017-2018 liquor license year. The applicant submitted the necessary application and supporting documents as outlined by City Code. If approved by the City Council, further approval to obtain a license from the City is subject to State requirements and licensing.

- B. Liquor License Application - Paceline KC, LLC dba MOD Pizza, located 1937 W. Foxwood Dr. (public hearing)

Reference: - Agenda Item Information Sheet (pg 227)
- City Code Chapter 600.050 (pg 229)

Paceline KC LLC. dba MOD Pizza located at 1937 W. Foxwood Drive, has filed an application as a new business for the 2017-2018 liquor license year. The applicant submitted the necessary application and supporting documents as outlined by City Code. If approved by the City Council, further approval to obtain a license from the City is subject to State requirements and licensing.

- C. Award of Contract - 2017 Curb Project

Reference: - Agenda Item Information Sheet (pg 231)
- Bill 3282 (pg 233)
- Contract (pg 235)

In the attached memorandum, staff summarizes the scope of work to be performed and the bid results. Staff recommends award of the project to Terry Snelling Construction, Inc.

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

12. Mayor/Council Communication.

13. Adjournment.

Items provided under "Miscellaneous" in the Council Packet:

- City Council Work Session Notes, 6/19/17 (pg 281)
 - Planning and Zoning Commission Minutes, 6/20/17 (pg 283)
 - Parks and Recreation Board Minutes, 6/27/17 (pg 287)
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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



Status of Capital Improvements

Buildings & Grounds

2017 Projects

City Hall Phone System - This project involves the replacement of the Inter-tel digital phone system with a hosted cloud based system including 77 VOIP handsets and conference phones at the City Hall location. *BERP Fund \$45,000 (JM)*

Security Cameras at Parks & Public Works - This project involves the installation of a total of 20 security cameras in Recreation Park, Memorial Park, Moon Valley Park and the public works facility. *Capital Improvement Sales Tax Fund \$35,000 (JM)*

Internet and Public Wifi in the Parks - This project involves the installation of internet service and public wifi at the concession stands in Recreation Park and Memorial Park. *Capital Improvement Sales Tax Fund \$18,000 (JM)*

Public Works Facility Flooring Replacement - This project involves the replacement of all the office carpet at the Public Works Facility. *BERP Fund \$10,000 (MEK)*

Public Works Facility - LED Lighting - This project involves replacing 217 florescent bulbs and 13 exterior wall packs with LED lights at the Public Works Maintenance Facility. *BERP Fund \$5,000 (MEK)*

Municipal Complex - Micro Surface - This project involves micro surfacing the City Hall parking lot, Municipal Circle, Broadmoor & Skyline Drive. *\$40,000: BERP Fund \$16,000, Transportation Sales Tax Fund \$24,000 (MEK)*

City Hall Front Entry Repair - This project involves repairs to the storefront entry way and entrance slab to City Hall. The scope of work for these repairs includes items such as: removal and replacement of existing flashing, modifications to the front entrance doors to make them water tight, removal of the existing front slab to determine and abate the source of the water entering the evidence room. *BERP Fund \$60,000 (MEK)*

Public Works Interior Painting and Repairs - This project involves repairing the interior of the Public Works Operations Maintenance Facility along with various sheetrock repairs. *BERP Fund \$30,000 (MEK)*

Municipal Circle Parking Improvements - This project will provide 120 angle parking stalls which will double the amount of parking around the perimeter of Municipal Circle. It will also change the traffic flow of Municipal Circle from two-way traffic to one-way traffic. Also included in this project is a driveway connection to Broadmoor Drive from the lower level parking lot for emergency vehicles along with an additional driveway approach from the lower parking lot to the east side of Municipal Circle. *Transportation Sales Tax Fund \$35,000 (MEK)*

2016 Projects

- Public Works Facility Roof Repair: This project involves repairing the existing public works facility roof. *Building/Equipment Repair and Replacement Fund, \$35,500 (MEK)*
- City Hall Lower Level Fire Suppression Modification: This project involves changing the current sprinkler system from a wet suppression system to a dry suppression system. *Building/Equipment Repair and Replacement Fund, \$45,000 (MEK)*
- 201 S. Adams Street Property: This project involves remediation of hazardous materials, demolition of structures and restoration of site. *Capital Improvement Sales Tax Fund, \$30,000 (CW)*

2013 Projects

- Police Firing Range: This project involves the lease of land for an outdoor police firing range as well as joint cooperation with the landlord of the property to complete desired improvements to include a backstop, fencing, and additional dirt work for berming. Additional increases such as; adding electricity, portable restroom facility, target system and additional security measures are being considered. *Capital Improvement Fund, \$94,000. (JZ)*

Community Development

2017 Projects

- T.B. Hanna Station Parking Improvements - This project will provide on street angle parking on; Maple Street between Adams St and Washington St. Adams St. between Maple and Olive, and Olive from Adams to the Depot. *Capital Improvement Sales Tax Fund \$68,000 (MEK)*
- Railroad Business Car - This project involves the acquisition of a donated 1899 railroad executive business car. The car will be renovated to be utilized

as a conference center/meeting space. It would include a kitchen, bathroom, conference space with seating and a serving area/bar. *Capital Improvement Fund, \$301,500. (MEK)*

Parks and Recreation

2017 Projects

- Memorial Park Improvements: This project will provide much needed improvements at Memorial Park including upgrades to the walking trail and the addition of a loop trail. *Park Sales Tax Fund, \$150,000 (NM)*
- ADA Access to Memorial Park Ball Fields: A project that improves the accessibility on fields #1 and #2 at Memorial Park. Concrete pads will be installed at the spectator areas of both fields and connect to the future trail scheduled for FY17. *Park Sales Tax Fund, \$65,000 (NM)*
- Memorial Park West Parking Lot Extension: With the improvements scheduled for Memorial Park's west side, the current parking lot is not sufficient to support the expected use. This project will expand the current lot and increase parking opportunities. *Park Sales Tax Fund, \$37,500 (NM)*
- Ward Park Shelter Facility: A small picnic shelter will be built on a 12' x 12' pad to provide shade and offer a place to rest and picnic near the playground at Ward Park. *Park Sales Tax Fund, \$6,500 (NM)*
- Raymore Arboretum: This project converts the west side of Memorial Park into a living Arboretum with entrance and educational signage and supplemental tree planting. This project provides the Raymore Tree Board the opportunity to fund enhancements at the designated area of Memorial Park into an Arboretum. *04 - Restricted Revenue Fund \$10,000 (NM)*
- Trail Lighting: This project involves a systematic study of costs, safety and needs assessment prioritizing the installation of lights along the trail system in the Parks and Recreation Department. *Park Sales Tax Fund, \$100,000 (NM)*
- Park Maintenance Facility Fencing & Building Apron - This project would involve installation of a six foot high chain link fence around the work area on the east side of the main shop facility, along with a concrete parking apron and maintenance bay approach to the building. *Capital Improvement Sales Tax Fund \$50,000, (NM)*

2016 Projects

- Hawk Ridge Park Phase (I-b) ADA Dock: This project involves the purchase and installation of an ADA dock in Johnston Lake at the park. Staff worked with CAPS (Community Assistance Program) with the Missouri Department of

Conservation seeking opportunities for grants and partnerships to obtain additional funding. The Council and Park Board approved an updated agreement in which the MO Department of Conservation will provide assistance with this project and other amenities totalling 75% of total project costs with a maximum of \$178,000. In addition, a 50 ft long fishing jetty will be added to the overall fishing access portion of the project. *Parks Sales Tax Fund, \$45,000 (NM)*

- Hawk Ridge Park Phase (I-c) Restroom: This project would involve the installation of a restroom facility at the park. This project has been partnered with the ADA Dock listed above and is also being completed and jointly funded under the CAPS agreement. *Park Sales Tax Fund, \$90,000 (NM)*
- Recreation Park Baseball Fields Shade Structure Project: This project involves the installation of spectator shade structures at the Recreation Park ballfields. *Park Sales Tax Fund, \$194,000 (NM)* **Complete - submitted for final pay and acceptance**

2015 Projects

- Hawk Ridge Park Walking Trail - Lake Loop
This trail will be a concrete path that is 4" in depth and 10' in width that loops around the perimeter of Johnston Lake. This project was initially delayed and has been partnered with the ADA Dock listed above. The loop trail is also being completed and partially funded under the CAPS agreement. *Park Sales Tax Fund, \$160,000; (NM)*

2013 Projects

- Landscaping Throughout the City - This project involves replacing or installing trees, shrubs and flowers in four City parks. *Park Sales Tax Fund, \$28,700. (NM)*

Sanitary Sewer

2017 Projects

- Sanitary Sewer Inflow & Infiltration Reduction: This project involves relining of sewer mains, sealing of manholes and other actions to eliminate the infiltration of clean water entering the sanitary sewer system. In FY 2017, efforts will focus in the Good Ranch, SkyVue, Moon Valley and Park Place subdivisions. *Enterprise Capital Maintenance Fund, \$120,000 (MEK)*
- Silvertop Sewer Replacement - This project involves replacing approximately 300 feet of failed clay sewer pipe along Silvertop Lane in the vicinity of Cove Drive. *Enterprise Capital Maintenance Fund, \$60,000 (MEK)*

- Sanitary Sewer Inflow & Infiltration Reduction: This project involves relining of sewer mains, sealing of manholes and other actions to eliminate the infiltration of clean water entering the sanitary sewer system. In FY 2016, efforts will be focused in subdivisions south of Lucy Webb Road and west of Madison Street. *Enterprise Capital Maintenance Fund, \$127,566 (MEK)*

Storm Water

2017 Projects

- Annual Curb Replacement: The City is in the midst of a multi-year program to address curb deterioration. The proposed FY 2017 and future funding from both the Transportation and Stormwater Funds will provide for removal and replacement of approximately 20,000 feet of curb and gutter at various locations each year. *Stormwater Fund, \$100,000 (MEK)*
- Detention Pond Rehab/Beautification Partnership - This project involves the pilot of a program to modify an existing detention pond to proper EPA standards and provide education and training to the landowner to cover the proper annual maintenance. The project will involve tasks such as; removal of existing vegetation, regrading of pond bottoms, removal of low-flow concrete channels, and replacing these items with the appropriate plantings identified in the MARC/APWA Best Management Practices Manual. *Capital Improvement Sales Tax Fund \$50,000 (MEK)*
- City Hall Detention Pond - This project involves the modification of the existing detention pond to proper EPA standards and the creation of a proper annual maintenance program. *Capital Improvement Sales Tax Fund \$80,000 (MEK)*
- Municipal Center BMPs - This project involves the creation and implementation of BMPs (Best Management Practices) for the storm water detention areas associated with the Municipal Center property. *Stormwater Fund, \$80,000 (MEK)*
- FY17 Stormwater Improvements - This project involves several stormwater improvement projects at locations throughout the City: Dean Ave - Culvert Installation, Park Dr. - Replacement of collapsed culvert south of Lillian Lane. Sierra Court - Underdrain installation and 58 Hwy - Headwall Repairs. *Capital Improvement Sales Tax Fund, \$74,000 (MEK)*
- Cul-de-sac Program - This project involves a pilot program to modify several cul-de-sacs to include an island rain garden. res of concentration in 2017 are: N. Oxford, Meadowlark Dr and Rachel Circle. *Transportation Fund, \$100,000 (MEK)*

- Annual Curb Replacement: The City is in the midst of a multi-year program to address curb deterioration. The proposed FY 2016 and future funding from both the Transportation and Stormwater Funds will provide for removal and replacement of approximately 20,000 feet of curb and gutter at various locations each year. *Stormwater Fund, \$100,000 (MEK)* **Complete - review for final pay and acceptance**
- City-Wide Median Beautification: This project involves modification to existing decorative islands throughout the City to provide water quality improvements. *Stormwater Fund, \$92,000 (MEK)*

Transportation

2017 Projects

- Annual Curb Replacement Program: The City is in the midst of a multi-year program to address curb deterioration. The proposed FY 2017 and future funding from both the Transportation and Stormwater Funds will provide for removal and replacement of approximately 20,000 feet of curb and gutter at various locations each year. *Transportation Fund, \$400,000 (MEK)*
- Annual Street Preservation Program: Street Preservation involves taking actions to preserve the local street network, which may include milling of streets and overlaying it with several inches of pavement, micro paving, chip/sealing, and crack sealing. This occurs in various locations around the City, approved by the City Council on an annual basis. *Transportation Fund, \$800,000 (MEK)*
- Annual Sidewalk Program: This project involves installation of sidewalks on streets that do not currently have sidewalks on either side of the street. Exact locations for installation are approved each year as part of a long-term program. *Transportation Fund, \$117,000 (MEK)*
- Maintenance of Thoroughfare Routes: This project involves micro-surfacing collector and arterial roads on a regular six-year cycle. In FY 2017 this will entail Dean Ave and Lucy Webb. *Excise Tax Fund, \$155,000 (MEK)*
- Audible Pedestrian Signals - This project involves modification to the pedestrian signals at the intersections of Mott Drive, Foxridge Drive, Sunset and Madison along 58 Hwy as well as the intersection of Lucy Webb and Foxridge Drive to install audible warnings to the pedestrian signals. *Transportation Fund, \$30,000 (MEK)*
- Municipal Center Sidewalks & Lighting - This project involves installation of a 8 foot wide sidewalk and lighting along the outer edge of the circle along Lots 2,4,5,6 & 11 of Municipal Circle. *Transportation Fund, \$114,000 (MEK)*

- Street Light Installation - This project involves the installation of street light for all development started prior to November 1, 2016 at the following locations: Edgewater 5th - 6 lights, Westbrook 11th - 6 lights, High Point 3rd - 3 lights and Brookside 10th - 6 lights. *Capital Improvement Sales Tax Fund \$88,000 (MEK)*

2016 Projects

- Annual Sidewalk Program: This project involves installation of sidewalk on streets that do not currently have sidewalks on either side of the street. Exact locations for installation are approved each year as part of a long-term program. *Transportation Fund, \$117,000 (MEK)* **Complete - review for final pay and acceptance**
- Construction of Sunset Lane Gap: This project involves the construction of Sunset Lane to urban standards through the southern unplatted area of the Evan-Brook Development. *Transportation Fund, \$350,000 (MEK)*
- Installation of Sidewalk - Johnston Drive and Foxridge Drive: This project involves the construction of sidewalk in existing gaps along Johnston Drive and Foxridge Drive on the west side of the roads. *Transportation Fund, \$43,000 (MEK)*

Water Supply

2017 Projects

- Gore Road Water Main and Meter Station: This project will replace an eight-inch water main along Gore Road that extends from Washington Street to just short of Kurzweil Road with a 16-inch main to Kurzweil Road, and install a meter station at Kurzweil Road. *Water Connection Fund, \$120,000 (MEK)*
- Sensus Meter Reading System - This project will fund for a multi-year program to convert our current residential water meters to Sensus meters, electronic reading transmitters and handheld reading equipment. *Capital Maintenance Fund \$150,000 (MEK)*

2015 Projects

- Foxwood Water Tower Painting and Repair: This project involves rehabilitation of the existing Foxwood Water Tower. The work will include complete removal of the existing coating, minor structural repairs, modifications to comply with current codes, and repainting of the interior and exterior of the tower. *Enterprise Capital Maintenance Fund, \$400,000 (MEK)*

- Gore Road Water Main and Meter Station: This project will replace an eight-inch water main along Gore Road that extends from Washington Street to just short of Kurzweil Road with a 16-inch main to Kurzweil Road, where it would connect to the Cass County Transmission Main. *Water Connection Fee Fund, \$514,600.* (MEK)

Bond Projects

Raymore Parks

- Centerview: This Project includes the design and construction of a facility located on Municipal Circle that will include: Parks and Recreation Department offices, meeting room, event space, and outdoor gathering space. *Capital Improvement Sales Tax Fund, \$1,815,250; 2016 General Obligation Bond, \$1,774,000* (MH)
- Activity Center at Recreation Park: This project will replace the current Park House Rental / Camp Facility at Recreation Park. The Activity Center will include staff support space, a basketball gym, walking track, volleyball courts and recreation equipment storage space. *General Obligation Bond, \$2,843,000* (MH)
- Hawk Ridge Park - Additional Signage: The final phase of the Hawk Ridge Park Master Plan calls for park signage that includes monument entrance signs, facility signs, trail and wayfinding signage, furnishings and other features that will enhance the park experience. *General Obligation Bond, \$85,000* (NM)
- Hawk Ridge Park - Amphitheater: Located on the east side of Johnston Lake in Hawk Ridge Park, the amphitheater is the focal point of the HRP Master Plan and would be the facility for theater, musical performances and other community arts programming. This project involves other amenities that include additional parking, restrooms, trail enhancements, infrastructure and grading work. *General Obligation Bond, \$675,100* (NM)
- Hawk Ridge Park - Parking lot expansion & ADA Playground: This phase of the Hawk Ridge Park improvements include an all-inclusive playground, parking and infrastructure expansion on the north-west side of Johnston Lake. *General Obligation Bond, \$700,000* (NM)
- Recreation Park Trail Rehabilitation: This project will replace broken down portions of the Recreation Park walking trail, crack seal and reseal the entire loop trail. *General Obligation Bond, \$55,000* (NM)
- T.B Hanna Station Park - Splash Park/Skate Rink: T.B. Hanna Station will gain a number of new amenities that would join the newly opened Depot shelter.

Included in this project would be a spray water park, community ice rink and playground. *General Obligation Bond, \$600,000 (NM)*

Raymore Streets

- Foxridge Drive: This project involves the extension of Foxridge Drive from Old Paint Road to Dean Avenue. *General Obligation Bond \$700,000 (MEK)*
- Johnston Drive: This project involves the extension of Johnston Drive from S. Darrowby Drive to Dean Avenue. *General Obligation Bond \$350,000 (MEK)*
- Kentucky Construction: This project involves constructing a new segment of road which will re-align Kentucky Road from approximately Harold Drive to the Raymore Galleria signalized intersection. *General Obligation Bond \$700,000 (MEK)*

Status of Capital Improvements - July 10, 2017							
Category	Project	Fiscal Year	Budget Amount	Stage of Completion	Percent Complete	Total Expenditure	Under (Over) Budget
Buildings & Grounds	City Hall Phone System	2017	\$45,000	Planning	15		
Buildings & Grounds	Security Cameras at Parks & Public Works	2017	\$35,000	Bid Process	30		
Buildings & Grounds	Internet and Public Wifi in the Parks	2017	\$18,000	Design	25		
Buildings & Grounds	Public Works Facility Flooring Replacement	2017	\$10,000	Construction	50		
Buildings & Grounds	Public Works Facility LED Lighting	2017	\$5,000	Planning			
Buildings & Grounds	Municipal Complex - Micro Surface	2017	\$40,000	Bid Process			
Buildings & Grounds	City Hall Front Entry Repair	2017	\$60,000	Planning			
Buildings & Grounds	Public Works Interior Painting and Repairs	2017	\$30,000	Not Started			
Buildings & Grounds	Municipal Circle Parking Improvements	2017	\$35,000	Not Started			
Buildings & Grounds	Public Works Facility Roof Repair	2016	\$35,500	Planning			
Buildings & Grounds	City Hall Lower Level Fire Suppression Modification	2016	\$45,000	Not Started			
Buildings & Grounds	201 S. Adams Street Property	2016	\$30,000	Construction	95		
Buildings & Grounds	Police Firing Range - ongoing improvements	2016	\$94,000	Construction	75		
Community Development	T.B. Hanna Station Parking Improvements	2017	\$68,000	Bid Process			
Community Development	Railroad Business Car	2017	\$301,500	Not Started			
Parks & Recreation	Memorial Park Improvements	2017	\$150,000	Planning			
Parks & Recreation	ADA Access to Memorial Park Ball Fields	2017	\$65,000	Bid Process			
Parks & Recreation	Memorial Park West Parking Lot Extension	2017	\$37,500	Planning			
Parks & Recreation	Ward Park Shelter Facility	2017	\$6,500	Planning			
Parks & Recreation	Raymore Arboretum	2017	\$10,000	Not Started			
Parks & Recreation	Trail Lighting	2017	\$100,000	Planning			
Parks & Recreation	Park Maintenance Facility Fencing & Building Apron	2017	\$50,000	Bid Process			
Parks & Recreation	Hawk Ridge Park Phase (I-b) ADA Dock	2016	\$45,000	Design			
Parks & Recreation	Hawk Ridge Park Phase (I-c) Restroom	2016	\$90,000	Design			
Parks & Recreation	Recreation Park Baseball Fields Shade Structures	2016	\$194,000	Finalized Out	98		
Parks & Recreation	Hawk Ridge Park Walking Trail - Lake Loop	2015	\$160,000	Design			
Parks & Recreation	Landscaping Throughout the City	2013	\$28,700	Construction	50		
Sanitary	Sanitary Sewer Inflow & Infiltration - FY17	2017	\$120,000	Not Started			
Sanitary	Silvertop Sewer Replacement	2017	\$60,000	Bid Process			
Sanitary	Sanitary Sewer Inflow & Infiltration - FY16	2016	\$127,566	Construction	95		
Stormwater	Annual Curb Replacement	2017	\$100,000	Bid Process			
Stormwater	Detention Pond Rehab/Beautification Partnership	2017	\$50,000	Bid Process			
Stormwater	City Hall Detention Pond	2017	\$80,000	Bid Process			
Stormwater	Municipal Center BMP's	2017	\$80,000	Bid Process			
Stormwater	FY17 Stormwater Improvements	2017	\$74,000	Planning			
Stormwater	Cul-de-sac Program	2017	\$100,000	Not Started			
Stormwater	Annual Curb Replacement	2016	\$100,000	Finalized Out	100		
Stormwater	City-Wide Median Beautification	2016	\$92,000	Construction	95		
Transportation	Annual Curb Replacement	2017	\$400,000	Bid Process			
Transportation	Annual Street Preservation Program	2017	\$800,000	Planning			
Transportation	Annual Sidewalk Program	2017	\$117,000	Bid Process			
Transportation	Maintenance of Thoroughfare Routes	2017	\$155,000	Planning			
Transportation	Audible Pedestrian Signals	2017	\$30,000	Planning			
Transportation	Municipal Center Sidewalks & Lighting	2017	\$114,000	Design			
Transportation	Street Light Installation	2017	\$88,000	Design			
Transportation	Annual Sidewalk Program	2016	\$117,000	Construction	98		
Transportation	Construction of Sunset Lane Gap	2016	\$350,000	Planning			
Transportation	Installation of Sidewalk - Johnston Dr & Foxridge Dr	2016	\$43,000	Construction	95		
Water	Sensus Meter Reading System	2017	\$150,000	Construction	5		
Water	Foxwood Water Tower Painting and Repair	2017	\$400,000	Construction	95		
Water	Gore Road Water Main and Meter Station	2014	\$634,600	Construction	80		
Total Capital Funded Projects			\$6,170,866				
Parks GO Bond	Centerview	2017	\$3,589,250	Construction	80		
Parks GO Bond	Activity Center at Recreation Park	2017	\$2,843,000	Bid Process			
Parks GO Bond	Hawk Ridge Park Additional Signage	2017	\$85,000	Design			

Status of Capital Improvements - July 10, 2017							
Category	Project	Fiscal Year	Budget Amount	Stage of Completion	Percent Complete	Total Expenditure	Under (Over) Budget
Parks GO Bond	Hawk Ridge Park Amphitheater	2017	\$675,100	Design			
Parks GO Bond	Hawk Ridge Park Parking Lot Expansion & ADA Playground	2017	\$700,000	Design			
Parks GO Bond	Recreation Park Trail Rehabilitation	2017	\$55,000	Construction	85		
Parks GO Bond	T.B. Hanna Station Amenities	2017	\$600,000	Planning			
Transportation GO Bond	Foxridge Drive	2016	\$700,000	Design	95		
Transportation GO Bond	Johnston Drive	2016	\$350,000	Design	50		
Transportation GO Bond	Kentucky Construction	2016	\$700,000	Planning			
Total GO Bond Funded Projects			\$10,297,350				
Total Capital Improvement Projects			\$16,468,216				

Community Development Monthly Report

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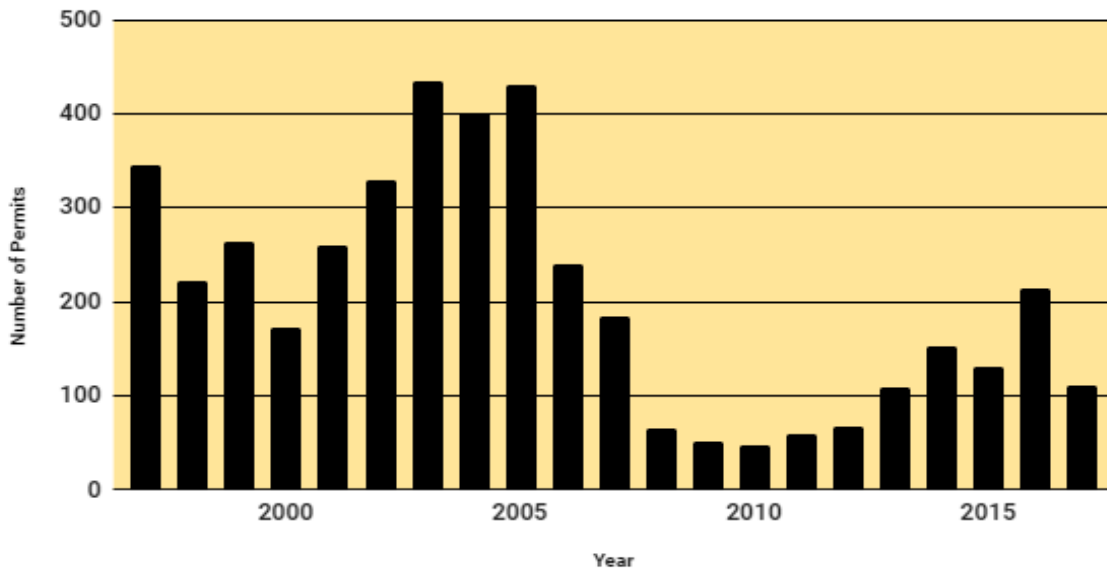
Building Permit Activity

Type of Permit	June 2017	2017 YTD	2016 YTD	2016 Total
Detached Single-Family Residential	24	102	88	201
Attached Single-Family Residential	0	10	14	14
Multi-Family Residential	0	0	0	0
Miscellaneous Residential (deck; roof)	49	248	239	458
Commercial - New, Additions, Alterations	6	21	13	26
Sign Permits	9	32	27	63
Inspections	June 2017	2017 YTD	2016 YTD	2016 Total
Total # of Inspections	671	3,938	3,066	6,354
Valuation	June 2017	2017 YTD	2016 YTD	2016 Total
Total Residential Permit Valuation	\$5,325,900	\$20,265,800	\$23,256,900	\$50,026,600
Total Commercial Permit Valuation	\$373,900	\$3,384,800	\$810,100	\$6,899,389

Additional Building Activity:

- Work continues on Qdobe, Firehouse Subs and Mod Pizza in the Raymore Marketplace.
- Building construction was completed on the addition to the Creekmoor Clubhouse
- Permits issued for remodeling work at Eagle Glen and Bridle Ridge schools
- Works continues on the remodel of Wendy's

Single Family Building Permits



Code Enforcement Activity

Code Activity	June 2017	2017 YTD	2016 YTD	2016 Total
Code Enforcement Cases Opened	49	278	149	424
<i>Notices Mailed</i>				
-Tall Grass/Weeds	26	82	91	227
- Inoperable Vehicles	5	56	22	42
- Junk/Trash/Debris in Yard	5	32	7	65
- Object placed in right-of-way	1	12	0	7
- Parking of vehicles in front yard	6	58	7	48
- Exterior home maintenance	3	35	5	16
- Other (trash at curb early; signs; etc)	3	3	17	19
Properties mowed by City Contractor	11	18	15	68
Abatement of violations (silt fence repaired; trees removed; stagnant pools emptied; debris removed)	0	7	0	1
Signs in right-of-way removed	10	196	110	299
Violations abated by Code Officer	8	44	n/a	12

Development Activity

Current Projects

- Vacation of Cunningham at Creekmoor First Final Plat
- Cunningham at Creekmoor Second Final Plat
- Discover Vision Center site plan

	As of June 30, 2017	As of June 30, 2016	As of June 30, 2015
Homes currently under construction	240	211	171
Total number of Undeveloped Lots Available (site ready for issuance of a permit for a new home)	531	670	827
Total number of dwelling units in City	8,068	7,873	7,722

Actions of Boards, Commission, and City Council

City Council

June 12, 2017

- Appointed Joseph Wells as a full member, John Seimears and Tom Circo as alternate members, to the Board of Adjustment

June 26, 2017

- Approved on 1st reading the vacation of the Cunningham at Creekmoor First Plat
- Approved on 1st reading the Cunningham at Creekmoor Second Plat
- Approved on 1st reading an amendment to the Building Code regarding withholding of permits for non-payment of fees and charges due to the City

Planning and Zoning Commission

June 6, 2017

- Recommended approval of the Cunningham at Creekmoor Second Plat
- Discussed the 2017 annual review and report on the Unified Development Code

June 20, 2017

- Approved the request to modify the traffic flow pattern on Municipal Circle from two-way to a counterclockwise one-way pattern with angle parking

Board of Adjustment

June 20, 2017

- Approved a variance to allow a rear yard deck to be covered with a roof structure at 411 S. Fox Ridge Drive
- Approved a reduction in the required side yard setback for proposed self storage units at 308 E. Walnut Street

Upcoming Meetings – July & August

July 4, 2017 Planning and Zoning Commission

- Holiday - no meeting

July 10, 2017 City Council

- 2nd reading - Vacation of Cunningham at Creekmoor First Plat
- 2nd reading - Cunningham at Creekmoor Second Plat
- 2nd reading - Building Code amendment - withholding of permits

July 18, 2017 Planning and Zoning Commission

- UDC 25th Amendment (public hearing)
- Discover Vision site plan

July 24, 2017 City Council

- No development applications currently on agenda

August 1, 2017 Planning and Zoning Commission

- Raymore Storage Center Site Plan - 308 E. Walnut Street

August 14, 2017 City Council

- 1st reading - 25th amendment to the Unified Development Code (public hearing)

August 15, 2017 Planning and Zoning Commission

- No development applications currently on agenda

August 28, 2017 City Council

- 2nd reading - 25th Amendment to the Unified Development Code

Department Activities

- Director Jim Cadoret and Associate Planner David Gress met with Kansas City, Missouri, planners to discuss the Longview Area Planning effort. This neighborhood plan for the southern Kansas City area is adjacent to the northern boundary of Raymore.
- Director Jim Cadoret and Associate Planner David Gress met with Laura Machala of the Mid-America Regional Planning Council to discuss the final steps needed to achieve Gold Level recognition as part of the Solsmart solar energy program.
- Staff participated in webinar training on installation of Solar Panel systems.
- GIS Coordinator Heather Eisenbarth participated in the UMKC School of Computing and Engineering leadership development training program.
- Director Jim Cadoret and Associate Planner David Gress presented lessons learned from Raymore's participation in the Communities for All Ages recognition program to the Lee's Summit management team and Planning and Zoning Commission.

GIS Activities

- Troubleshooting of IIS and ArcGIS Portal for use of SSL with ArcGIS Online to support enterprise logins and other workflows
- Met with Wilson Company to coordinate mapping of streetlight asset improvements, includes addressing of meters
- Researched/attributed storm water conveyance system features with date to provide summary report of asset installations by month/year and by subdivision as requested
- Configuration of secure mapping services required for distributed editing using tools available through web platform & ArcGIS online including; storm pipes, storm nodes, water quality inspection priorities and BMP monitoring efforts by summer intern from a device.
- Provided enhancements to data & mapping applications as requested
- Support for Cass County, MO mapping of financial districts

- Leadership training UMKC College of Engineering - Transparency
- Comments for digital submission requirements including; siteplan, construction documentation, asbuilts & record Drawings
- Technical Training - GIS and Sampling Techniques
- Performing randomized quality checks for quality assessment of multiple geospatial inventories

MUNICIPAL DIVISION SUMMARY REPORTING FORM

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

I. COURT INFORMATION		Contact information same as last report <input type="checkbox"/>	
Municipality: Raymore		Reporting Period: June	
Mailing Address: 100 Municipal Circle		Software Vendor: INCODE	
Physical Address: 100 Municipal Circle		County:	Circuit:
Telephone Number: (816) 331-1712		Fax Number: (816) 331-0634	
Prepared by: Donna Furr	E-mail Address: dfurr@raymore.com		iNotes <input checked="" type="checkbox"/>
Municipal Judge(s): Ross Nigro		Prosecuting Attorney: William Marshall	
II. MONTHLY CASELOAD INFORMATION			
	Alcohol & Drug related Traffic	Other Traffic	Non-Traffic Ordinance
A. Cases (<i>citations / informations</i>) pending at start of month	42	986	737
B. Cases (<i>citations / informations</i>) filed	0	181	48
C. Cases (<i>citations / informations</i>) disposed			
1. jury trial (<i>Springfield, Jefferson County, and St. Louis County only</i>)	0	0	0
2. court / bench trial - GUILTY	0	0	0
3. court / bench trial - NOT GUILTY	0	1	0
4. plea of GUILTY in court	4	115	23
5. Violations Bureau Citations (<i>i.e., written plea of guilty</i>) and bond forfeitures by court order (<i>as payment of fines / costs</i>)	0	26	1
6. dismissed by court	0	9	0
7. <i>nolle prosequi</i>	0	7	16
8. certified for jury trial (<i>not heard in the Municipal Division</i>)	0	0	0
9. TOTAL CASE DISPOSITIONS	4	158	40
D. Cases (<i>citations / informations</i>) pending at end of month [pending caseload = (A + B) – C9]	38	1,009	745
E. Trial de Novo and / or appeal applications filed	0	0	0
III. WARRANT INFORMATION (pre- & post-disposition)		IV. PARKING TICKETS	
1. # Issued during reporting period	138	# Issued during period	0
2. # Served/withdrawn during reporting period	94	<input type="checkbox"/> Court staff does not process parking tickets	
3. # Outstanding at end of reporting period	1,262		

MUNICIPAL DIVISION SUMMARY REPORTING FORM

COURT INFORMATION	Municipality:	Reporting Period: JUNE
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V. DISBURSEMENTS			
Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)		Other Disbursements cont.	
Fines – Excess Revenue	\$ 14214.00		\$
Clerk Fee – Excess Revenue	\$1,380.00		\$
Crime Victims Compensation (CVC) Fund surcharge – Paid to City/Excess Revenue	\$42.97		\$
Bond forfeitures (paid to city) – Excess Revenue	\$240.00		\$
Total Excess Revenue	\$15,876.97		\$
Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)			\$
Fines – Other	\$10,086.00		\$
Clerk Fee – Other	\$521.24		\$
Judicial Education Fund (JEF) <input checked="" type="checkbox"/> Court does not retain funds for JEF	\$0		\$
Peace Officer Standards and Training (POST) Commission surcharge	\$159.00		\$
Crime Victims Compensation (CVC) Fund surcharge – Paid to State	\$1,134.62		\$
Crime Victims Compensation (CVC) Fund surcharge – Paid to City/Other	\$15.91		\$
Law Enforcement Training (LET) Fund surcharge	\$316.88		\$
Domestic Violence Shelter surcharge	\$633.50		\$
Inmate Prisoner Detainee Security Fund surcharge	\$316.88		\$
Sheriffs' Retirement Fund (SRF) surcharge	\$		\$
Restitution	\$		\$
Parking ticket revenue (<i>including penalties</i>)	\$		\$
Bond forfeitures (<i>paid to city</i>) – Other	\$1,345.00		\$
Total Other Revenue	\$14,529.03		\$
Other Disbursements: Enter below additional surcharges and/or fees not listed above. Designate if subject to the excess revenue percentage limitation. Examples include, but are not limited to, arrest costs, witness fees, and board bill/jail costs.		Total Other Disbursements	\$ 300.00
		Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited	\$ 30,406.00
DUI	\$ 300.00	Bond Refunds	\$
	\$	Total Disbursements	\$ 30,706.00

Consent Agenda

THE RAYMORE COUNCIL MET IN REGULAR SESSION MONDAY JUNE 26, 2017 IN COUNCIL CHAMBERS AT 100 MUNICIPAL CIRCLE, RAYMORE, MISSOURI. MEMBERS PRESENT: MAYOR TURNBOW, COUNCILMEMBERS ABDELGAWAD, BARBER, BERENDZEN, BURKE, III, HOLMAN, KELLOGG, MOORHEAD, TOWNSEND, CITY MANAGER JIM FEUERBORN, CITY CLERK JEANIE WOERNER AND CITY ATTORNEY JONATHAN ZERR.

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

Renee Kerckhoff, President of the Raymore Historical Society, provided information on promotional and fundraising efforts for the Society.

6. Staff Reports.

City Clerk Jeanie Woerner provided a review of the staff report included in the Council packet on the 2017 annual destruction of City records.

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

Parks and Recreation Director Nathan Musteen provided a review of the staff report included in the Council packet and specifics on this year's Spirit of America celebration on July 1st.

Communications Director Mike Ekey provided information on the recent Summer Scene event. He introduced Melissa McGhee as the City's new Communication Specialist.

City Manager Jim Feuerborn announced agenda items for the July 3 work session.

7. Committee Reports.

Derek Moorhead announced the final report was provided to the Council at the June 19 work session.

8. Consent Agenda.

A. City Council Minutes, June 12, 2017

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

DISCUSSION: None

VOTE:

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

9. Unfinished Business. Second Readings.

A. Award of Contract - Centerview Water Quality Improvements - Design

BILL 3253: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, APPROVING AN AGREEMENT WITH COOK, FLATT & STROBEL ENGINEERS, P.A. FOR THE CENTERVIEW WATER QUALITY IMPROVEMENT DESIGN PROJECT, IN THE AMOUNT OF \$32,445.00 AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS."

City Clerk Jeanie Woerner conducted the second reading of Bill 3253 by title only.

MOTION: By Councilmember Moorhead, second by Councilmember Abdelgawad to approve the second reading of Bill 3253 by title only.

DISCUSSION: None

VOTE:

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

Mayor Turnbow announced the motion carried and declared Bill 3253 as **Raymore City Ordinance 2017-037**.

B. Award of Contract - Municipal Circle Micro Surface

BILL 3270: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE MAYOR AND CITY MANAGER TO ENTER INTO AN AGREEMENT WITH VANCE BROTHERS, INC. FOR THE MUNICIPAL CIRCLE MICRO SURFACE PROJECT, CITY PROJECT NUMBER 17-268-201, IN THE AMOUNT OF \$36,555.10 AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS."

City Clerk Jeanie Woerner conducted the second reading of Bill 3270 by title only.

MOTION: By Councilmember Moorhead, second by Councilmember Abdelgawad to approve the second reading of Bill 3270 by title only.

DISCUSSION: Councilmember Abdelgawad asked for the number of parking spaces that will be available around Municipal Circle.

Public Works Director Mike Krass answered the number of spaces would double.

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

Mayor Turnbow announced the motion carried and declared Bill 3270 as **Raymore City Ordinance 2017-038**.

C. Budget Amendment - Capital Projects

BILL 3271: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AMENDING THE FISCAL YEAR 2017 CAPITAL BUDGET."

City Clerk Jeanie Woerner conducted the second reading of Bill 3271 by title only.

MOTION: By Councilmember Moorhead, second by Councilmember Abdelgawad to approve the second reading of Bill 3271 by title only.

DISCUSSION: None

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

Mayor Turnbow announced the motion carried and declared Bill 3271 as **Raymore City Ordinance 2017-039**.

D. Award of Contract - Raymore Activity Center

BILL 3274: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE MAYOR AND CITY MANAGER TO ENTER INTO AN AGREEMENT WITH WESTPORT CONSTRUCTION CO. FOR THE RAYMORE ACTIVITY CENTER PROJECT, CITY PROJECT NUMBER 17-229-201, IN THE AMOUNT OF \$2,807,130 AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS."

City Clerk Jeanie Woerner conducted the second reading of Bill 3274 by title only.

MOTION: By Councilmember Moorhead, second by Councilmember Abdelgawad to approve the second reading of Bill 3274 by title only.

DISCUSSION: Councilmember Abdelgawad asked why the lowest bidder, Larison Construction was not awarded this contract.

City Manager Jim Feuerborn answered the company withdrew their bid.

Councilmember Berendzen asked for an explanation on why the completion date in the contract has increased from 310 days to 336 days.

Public Works Director Mike Krass answered this is common practice in an effort to negotiate and reduce final costs.

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

Mayor Turnbow announced the motion carried and declared Bill 3274 as **Raymore City Ordinance 2017-040.**

10. New Business. First Readings.

A. Liquor License Application - Qdoba Restaurant Corporation dba Qdoba Mexican Eats Store #1779, 1931 W. Foxwood Dr. (public hearing)

Mayor Turnbow opened the public hearing at 7:21 p.m. and asked for a staff report.

City Clerk Jeanie Woerner stated that Qdoba Restaurant Corporation, dba Qdoba Mexican Eats Store #1779, located at 1931 W. Foxwood Dr., has filed an application for the 2017-2018 liquor license year. This public hearing has been properly advertised in *The Raymore Journal*. The applicant has submitted the necessary application and supporting documents as outlined by City Code. Approval of the City license is contingent on approval by the State of Missouri Division of Alcohol and Tobacco Control. Representative Kurt Feuer is in attendance should Council have questions. Lastly, as outlined in City Code section 600.090, witnesses testifying will be administered an oath of truth.

City Clerk Jeanie Woerner administered an oath of truth to Kurt Feuer.

Kurt Feuer, 3107 S. 7th St., Kansas City, KS, stated the restaurant is slated for an August opening and they are excited to be in the community.

Mayor Turnbow asked for further public comment and hearing none, closed the public hearing at 7:24 p.m.

MOTION: By Councilmember Moorhead, second by Councilmember Abdelgawad to approve the 2017-2018 liquor license for Qdoba Restaurant Corporation, dba Qdoba Mexican Eats Store #1779.

DISCUSSION: None

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

B. Vacation of Cunningham at Creekmoor First Plat (public hearing)

BILL 3275: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, VACATING THE CUNNINGHAM AT CREEKMOOR FIRST PLAT, A SUBDIVISION IN THE CITY OF RAYMORE, CASS COUNTY, MISSOURI."

City Clerk Jeanie Woerner conducted the first reading of Bill 3275 by title only.

Mayor Turnbow opened the public hearing at 7:25 p.m. and asked for a staff report.

Community Development Director Jim Cadoret provided a review of the staff report included in the Council packet. Cooper Land Development Inc. is requesting to vacate the Cunningham at Creekmoor first plat, a 68-lot single-family subdivision that was proposed to be located on the southwest corner of 155th Street and North Madison Street. The plat was approved in 2008 but was never constructed. Vacation of the plat eliminates all lots and right-of-way identified on the original plat. He asked for the notice of publication, Unified Development Code, application, Growth Management Plan and staff report be included in the record. Staff recommends approval.

Mayor Turnbow asked for public comment and hearing none, closed the public hearing at 7:28 p.m.

MOTION: By Councilmember Moorhead, second by Councilmember Abdelgawad to approve the first reading of Bill 3275 by title only.

DISCUSSION: Councilmember Kellogg stated when changes come to a development surrounding property owners might like to be notified and in this case no notification was provided because the plat has remained undeveloped. He is stating this to inform the public.

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

C. Cunningham at Creekmoor Second Plat

BILL 3269: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, APPROVING THE FINAL PLAT FOR CUNNINGHAM AT CREEKMOOR SECOND PLAT LOTS 69 THROUGH 104 AND TRACTS E AND F, LOCATED IN THE SOUTHWEST QUARTER

OF SECTION 4, TOWNSHIP 46N, RANGE 32W, RAYMORE, CASS COUNTY, MISSOURI.”

City Clerk Jeanie Woerner conducted the first reading of Bill 3269 by title only.

Community Development Director Jim Cadoret provided a review of the staff report included in the Council packet. Cooper Land Development Inc. is requesting approval of the Cunningham at Creekmoor second plat, a 36-lot single-family subdivision located on the southwest corner of 155th Street and North Madison Street. With the vacation approval of the prior agenda item, this will become the first final plat of Cunningham at Creekmoor and will incorporate the area vacated. The development agreement outlines requirements of the developer for completion. At its June 6, 2017 meeting, the Planning and Zoning Commission, voted 9-0 to accept the findings of fact and forward to Council with a recommendation of approval.

MOTION: By Councilmember Moorhead, second by Councilmember Abdelgawad to approve the first reading of Bill 3269 by title only.

DISCUSSION: None

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

D. Amendment to Chapter 500: Building Code

BILL 3276: “AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AMENDING SECTION 500.090(A): ISSUANCE OF PERMITS, ADOPTED AS PART OF THE BUILDING REGULATIONS OF THE RAYMORE CITY CODE.”

City Clerk Jeanie Woerner conducted the first reading of Bill 3276 by title only.

Community Development Director Jim Cadoret provided a review of the staff report included in the Council packet. At its Feb. 20, 2017 work session, Council members discussed issues related to delinquent water bill accounts. One issue identified was the need to withhold the issuance of building permits to a contractor or developer that is delinquent on payment of a fee or any charge as assessed by the City. The proposed Bill grants the Building Official authority to withhold issuance of permits under defined circumstances.

Councilmember Kellogg voiced concerns over a builder or developer having hardships to pay an amount due of fees or utility accounts and asked if payment plans would be offered.

Mr. Cadoret stated any fees due would have to be in full payment which can be made at the same time of paying for the building permit.

Mr. Feuerborn explained this has been brought forth upon recommendation by Council after discussion at work session when concerns were raised with the consideration of utility account bad debt write off. Council at that time noted that that builders on the list were very active builders. He answered general questions of Council.

Discussion ensued.

MOTION: By Councilmember Moorhead, second by Councilmember Abdelgawad to approve the first reading of Bill 3276 by title only.

DISCUSSION: Councilmember Kellogg stated he would be abstaining on this vote until he has further discussion with staff.

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

E. Award Of Contract - Residential Waste Collection

BILL 3280: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH JIM'S DISPOSAL SERVICE, LLC FOR THE PROVISION OF WASTE DISPOSAL SERVICES FOR THE CITY OF RAYMORE, IN ACCORDANCE WITH THE REQUEST FOR PROPOSAL SUBMITTED FOR RFP 17-002."

City Clerk Jeanie Woerner conducted the first reading of Bill 3280 by title only.

City Manager Jim Feuerborn provided a detailed review of the staff report included in the Council packet. The current contract between the City and Town & Country Disposal Services, purchased by WCA Waste Collection, expires on Dec. 31, 2017. Staff issued a joint Request for Proposal (RFP) in partnership with the City of Belton for these services to begin on Jan. 1, 2018. Each bidder was called back to be

interviewed and to answer specific questions the cities had in order to consider the bids that were submitted. An informational campaign will begin after approval to educate Raymore residents of the change and specifics of the contract. Staff recommends award of contract to the lowest bidder, Jim's Disposal Service, LLC for a cost of \$12.41 per residence.

Chuck Byrd, owner/President of Jim's Disposal Service, stated they are locally owned in the Kansas City area and have worked with staff to determine needs and wants of residents. He provided history of the company. They are partnering with Rehrig Pacific for the providing and managing of the cart program. He asked Council for approval.

Mike Fleming, Rehrig Pacific, stated he anticipates the cart program to take approximately 3-4 weeks to have carts delivered to each residence in Raymore. He provided specifics of the delivery process.

Councilmember Moorhead noted that Jim's Disposal is located in the northern portion of the metro and he asked Mr. Byrd what customers he serves in the southern portion of the metro area.

Mr. Byrd stated at one time they served residential customers south of the Missouri River. At this time, their commercial customer base is as far south as Grandview. He advised the company is in the process of expanding their footprint.

Councilmember Kellogg noted the contract lists 8 employees and asked if this was the total of his employee base.

Mr. Byrd stated their administrative staff is 8 and their driver staff is 26-27 drivers. He is confident they are prepared to serve the cities of Belton and Raymore.

Mr. Feuerborn explained the cart program in further detail. The delivery of carts would be close to the effective date and staff will work with the current provider, WCA, to remove their carts around the same time. He reminded Council that this is a joint bid effort with the City of Belton. He recognized Belton City Manager Alexa Barton in the audience.

Councilmember Moorhead asked for information on the disparity range between all of the bids and asked why a letter from the City of Kansas City Public Works Department to Town and Country Disposal was included in the contract document.

Mr. Feuerborn provided an overview of the bids received and the amounts. He stated the letter was provided because when the letter was issued to Town and Country, Mr. Byrd was a subcontractor under Town and Country Disposal and because liquid damages were paid by Mr. Byrd, this is required to be divulged under conditions of the RFP.

MOTION: By Councilmember Moorhead, second by Councilmember Abdelgawad to approve the first reading of Bill 3280 by title only.

DISCUSSION: Councilmembers Burke and Kellogg stated they frequently receive complaint calls from their constituents regarding the current trash service provider.

Councilmember Moorhead stated concerns with the existing vendor's increased bid costs, Jim's Disposal distance from the City, and the small number of drivers and operating equipment. He stated his hesitance in voting in favor.

Councilmember Holman asked the City Attorney about severability and termination of the contract if awarded to Jim's Disposal and conditions cannot be met.

City Attorney Jonathan Zerr stated the contract contains termination provisions with or without cause. There also are provisions related to performance and payment bonds in regard to services.

Mayor Turnbow asked to place these concerns for discussion on the July 3 work session agenda.

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

F. Award of Contract - 2017 Street Preservation Project

BILL 3277: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE MAYOR AND CITY MANAGER TO ENTER INTO AN AGREEMENT WITH SUPERIOR BOWEN ASPHALT COMPANY, LLC, FOR THE 2017 STREET PRESERVATION PROJECT, IN THE AMOUNT OF \$724,135.50 AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS."

City Clerk Jeanie Woerner conducted the first reading of Bill 3277 by title only.

Public Works Director Mike Krass provided a review of the staff report included in the Council packet. Over the past several years, the City of Raymore participated in a joint bidding process of street maintenance projects with several Cass County cities. The responsibility of coordinating the bidding process has rotated among the

cities since 2015 starting with the City of Belton. For the 2017 project, the City of Peculiar assumed the responsibility of soliciting bids and awarding a contract on behalf of the group of cities. On June 15, 2017, the City of Peculiar met with representatives from Belton, Raymore and Pleasant Hill and awarded the contract to Superior Bowen, LLC. The contract calls for the individual cities to contract directly with Superior Bowen, LLC for their individual portions of the work. Staff recommends approval. He answered general questions of Council.

MOTION: By Councilmember Moorhead, second by Councilmember Abdelgawad to approve the first reading of Bill 3277 by title only.

DISCUSSION: Councilmember Berendzen stated he realizes the joint bid is to save money, however he has concerns that with the product being driven the distances from Pleasant Hill and Peculiar, may not result in much cost savings.

Mr. Krass stated staff does recognize this and it is included in the contract. Each city is listed by quantity of asphalt and location to offset costs.

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

Kellogg asked to be excused from the dais at 8:14 p.m.

G. Contract Amendment - SFS Architecture

BILL 3278: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE MAYOR AND CITY MANAGER TO EXECUTE A CONTRACT AMENDMENT WITH SFS ARCHITECTURE FOR THE RECREATION ACTIVITY CENTER PROJECT, IN THE AMOUNT OF \$22,437.00 AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS."

City Clerk Jeanie Woerner conducted the first reading of Bill 3278 by title only.

Councilmember Kellogg returned to the dais at 8:14 p.m.

Public Works Director Mike Krass provided a review of the staff report included in the Council packet. Under a previous action, Council awarded a construction contract for the Raymore Athletic Center. Staff is requesting approval of a contract

amendment with SFS Architecture for construction administration services. He answered general questions of clarification from Council.

MOTION: By Councilmember Moorhead, second by Councilmember Abdelgawad to approve the first reading of Bill 3278 by title only.

DISCUSSION: None

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

H. Memorandum of Understanding Guiding the Placement of Art in City Parks

BILL 3279: "APPROVAL OF A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY AND PARKS & RECREATION BOARD GUIDING THE PLACEMENT AND MAINTENANCE OF ART IN THE CITY'S PARKS."

City Clerk Jeanie Woerner conducted the first reading of Bill 3279 by title only.

Communications Director Mike Ekey provided a review of the staff report included in the Council packet. The Arts Commission and Parks & Recreation Board developed this memorandum of understanding (MOU) to help guide the future placement and maintenance of public art in our City's parks. The MOU defines the processes for selection, installation, future maintenance requirements and responsibilities for both the City and the Parks & Recreation Department.

Councilmember Holman asked for the Arts Commission to consider accelerating the performing arts program.

MOTION: By Councilmember Moorhead, second by Councilmember Abdelgawad to approve the first reading of Bill 3279 by title only.

DISCUSSION: Councilmember Abdelgawad stated her agreement that the MOU will be reviewed every two years.

Councilmember Holman recognized the work of the Arts Commission.

VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye

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

11. Public Comments.

Ron Cutright, 608 Meadowlark Dr., stated his dissatisfaction with the current solid waste provider. He asked for clarification on trash pick up on holidays and the 2 day City pickup. He also stated his disappointment the proposed art feature for the roundabout was never placed.

12. Mayor/Council Communication.

Mayor and Councilmembers welcomed Melissa McGhee, recognized the Raymore Historical Society, thanked Raymore citizens for approving the general obligation bond issue for the construction of Centerview, and recognized the successful ribbon cutting at Centerview.

Councilmember Moorhead answered questions of Mr. Cutright.

Councilmember Barber and Burke recognized Boy Scout Conrad from Troop 32 in attendance.

Councilmember Abdelgawad asked that information on the synchronized music app for the Spirit of America be made available. She asked staff to provide information on the costs of repairs and improvements to Ward Road.

Councilmember Townsend announced Ward 1 Councilmembers will be holding a town hall meeting at Centerview on July 19.

Councilmember Berendzen spoke to the importance of providing solid waste service for citizens and welcomed Qdoba restaurant.

Councilmember Kellogg recognized South Metropolitan Fire Protection District's presentation to Charlene Hubach at the ribbon cutting for Centerview. He recognized Belton City Manager Alexa Barton in the audience and their cooperation in the solid waste joint bidding contract.

Mayor Turnbow encouraged Councilmembers to attend the July 20 MML Westgate Civic Leadership Award to recognize the City's nomination, congratulated staff on initiating the processes to gain the APWA accreditation, and recognized the completion of improvements to Creekmoor's Clubhouse.

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

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

The regular meeting of the Raymore City Council adjourned to Executive Session at 8:42 p.m.

13. Adjournment.

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

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

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

Respectfully submitted,

Jeanie Woerner
City Clerk

RESOLUTION 17-41

"A RESOLUTION OF THE CITY OF RAYMORE, MISSOURI, APPROVING AND ACCEPTING THE RECREATION PARK SHADE STRUCTURE PROJECT."

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

WHEREAS, the Director of Parks and Recreation 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 Shade Structure Project is hereby accepted.

Section 2. The final payment in the amount of \$9,940.65 is hereby approved.

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

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

DULY READ AND PASSED THIS 10TH DAY OF JULY, 2017 BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Barber
Councilmember Berendzen
Councilmember Burke III
Councilmember Holman
Councilmember Kellogg
Councilmember Moorhead
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: June 26, 2017

SUBMITTED BY: Jim Cadoret

DEPARTMENT: Community Development

Ordinance Resolution Presentation Public Hearing
 Agreement Discussion Other

TITLE / ISSUE / REQUEST

Bill 3275
Request Council to vacate the Cunningham at Creekmoor First Plat

FINANCIAL IMPACT

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

PROJECT TIMELINE

Estimated Start Date
n/a

Estimated End Date
n/a

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

Staff Report
Subdivision Plat

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

The Cunningham at Creekmoor First Plat was approved on Aug. 25, 2008, and subsequently recorded. No public improvements were made nor were construction of facilities ever started. No lots have been sold.

In early 2017 the developer of Creekmoor approached staff requesting to modify the street layout for the Cunningham First Plat. Staff offered two options: a re-plat of the existing subdivision layout or a vacation of the original plat. The developer choose the option of a plat vacation, which eliminates the street layout and lot configuration of the subdivision. This allows the developer to submit a new plat with a revised street and lot layout.

Since no site work was ever commenced and no lots were ever sold, staff recommends approval of the plat vacation request.

BILL 3275

ORDINANCE

“AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, VACATING THE CUNNINGHAM AT CREEKMOOR FIRST PLAT, A SUBDIVISION IN THE CITY OF RAYMORE, CASS COUNTY, MISSOURI”

WHEREAS, the City Council, of the City of Raymore, Missouri, held a duly noticed public hearing regarding the proposed vacation of plat at 7:00 p.m. on June 26, 2017, in the City Council Chambers, City Hall, 100 Municipal Circle, Raymore, Missouri, after notice of said hearing was published in a newspaper of general circulation in the City at least 15 days prior to said hearing; and

WHEREAS, following conclusion of all testimony and upon due consideration and deliberation, the City Council has determined that the proposed vacation of the Cunningham at Creekmoor First Plat is in the best interest of the City.

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

Section 1. The City Council hereby finds and declares it necessary, reasonable and proper to vacate the following described subdivision plat:

Cunningham at Creekmoor First Plat Lots 1 through 68, and Tracts A, B, C and D

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

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

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

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

DULY READ THE FIRST TIME THIS 26th DAY OF JUNE, 2017.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 10th DAY OF JULY, 2017, BY THE FOLLOWING VOTE:

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

ATTEST:

APPROVE:

Jean Woerner, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature



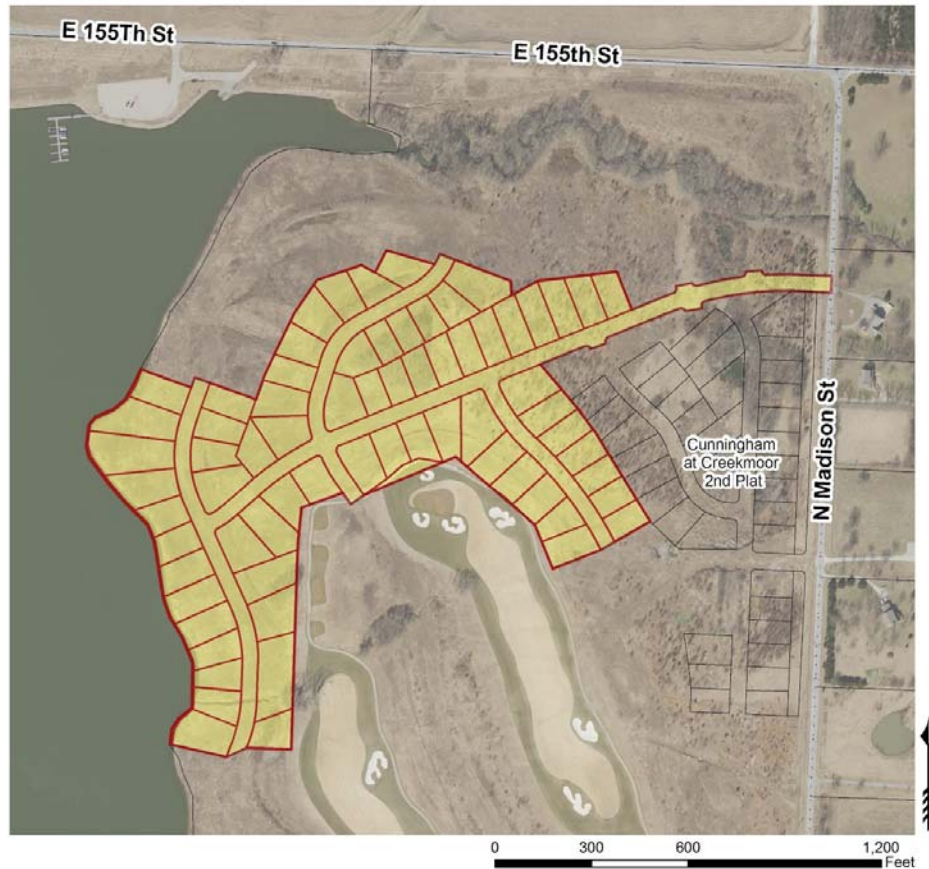
To: City Council
From: City Staff
Date: June 26, 2017
Re: **Case #17019 Vacation of
Cunningham at Creekmoor First Plat Lots 1
through 68, and Tracts A, B, C & D**

GENERAL INFORMATION

**Applicant/
Property Owner:** Cooper Land Development
903 N 47th Street
Rogers, AR 72756

Requested Action: To vacate the Cunningham at Creekmoor First Plat;
Lots 1 through 68, and Tracts A, B, C & D

Property Location:



Existing Zoning: “PUD” Planned Unit Development District

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

Major Street Plan: The Major Thoroughfare Plan Map classifies N. Madison Street as a Major Collector

Legal Description:

Cunningham at Creekmoor First Plat, Lots 1 through 68, and Tracts A, B, C & D.

Advertisement: June 8, 2017 **Journal** newspaper

Public Hearing: June 26, 2017 City Council

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

Additional exhibits as presented during hearing

REQUEST

Applicant is requesting to vacate 28.62 acres of land, commonly known as the Cunningham at Creekmoor First Plat, Lots 1 through 68 and Tract A, B, C & D.

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 Preliminary Plan and Memorandum of Understanding for Creekmoor were approved by City Council on January 26, 2004 and amended June 26, 2006; July 24, 2006; July 23, 2007; July 27, 2015; and on June 13, 2016.
2. The Cunningham at Creekmoor First Plat was approved by the City of Raymore on August 25, 2008 and recorded on February 24, 2009.

STAFF COMMENTS

1. Cunningham at Creekmoor is a single-family normal detached neighborhood.
2. Lots in the Cunningham at Creekmoor First Plat were available for immediate purchase, with the understanding that the installation of infrastructure to serve the development would be delayed for a number of years, and that building permits would not be issued until such infrastructure was installed.
3. The purchase of lots in the Cunningham at Creekmoor First Plat was intended to provide the landowner with access to various amenities within the Creekmoor development. No lots were ever purchased.
4. The applicant has submitted an application for the final plat of the Cunningham at Creekmoor Second plat.

ENGINEERING DIVISION COMMENTS

Engineering staff submitted a memorandum recommending approval.

STAFF PROPOSED FINDINGS OF FACT

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

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

Legal notice of the request was published in The Journal on June 8, 2017.

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

There should be no private rights injured or endangered by the vacation. The applicant, Cooper Land Development, owns the property that surrounds the Cunningham at Creekmoor First Plat.

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. The only major change to the transportation network for this area is the relocation of Bentwater Drive, identified as the main entrance into the Cunningham subdivision. That entrance has been relocated south as part of the Cunningham 2nd Plat to avoid a stream crossing and other topographical issues.

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 from the plat vacation. Lots in the Cunningham First plat were made available for immediate purchase for investment purposes, with the understanding that the installation of infrastructure to serve the development would be delayed for a period of years, and that housing construction would not be permitted until such time as infrastructure is installed. No lots have been purchased in this subdivision since that time. The applicant is continuing work to develop the 2nd and 3rd phases of the Cunningham subdivision

REVIEW OF INFORMATION AND SCHEDULE

<u>Action</u>	<u>Planning Commission</u>	<u>City Council 1st</u>	<u>City Council 2nd</u>
Public Hearing	n/a	June 26, 2017	July 10, 2017

STAFF RECOMMENDATION

City staff supports the request to vacate the Cunningham at Creekmoor First Final Plat. Lots in this subdivision were originally platted with the understanding that the installation of infrastructure to serve the development would be delayed for a number of years, and that building permits would not be issued until such infrastructure was installed. No infrastructure was ever installed and no lots have been purchased.

The location of Bentwater Drive, originally platted as the main entrance into the Cunningham subdivision, has been relocated south to eliminate the need to cross a stream. Therefore, the vacation of the plat should not result in any loss or inconvenience to existing or future development surrounding the subject property.

City Staff recommends that the City Council accept the staff proposed findings of fact and approve Case #17019, request to vacate 28.62 acres of land, commonly known as the Cunningham at Creekmoor First Plat, Lots 1 through 68, and Tract A, B, C & D.

4-18-17
08-08-4233-11Y
CUNNINGHAM PLAT

FINAL PLAT
CUNNINGHAM AT CREEKMOOR FIRST PLAT
LOTS 1 THROUGH 68, AND TRACTS A, B, C AND D
A SUBDIVISION IN SECTION 4, TOWNSHIP 46N., RANGE 32W.
RAYMORE, CASS COUNTY, MISSOURI

FILE NO. 423406
PLAT BK 08021 PG 0534
RECORDING DATE 07/10/17
RECORDING TIME 10:49 AM
CASS COUNTY, MISSOURI



PLAT DEDICATION:
THE UNDERSIGNED PROPRIETOR/DEVELOPER OF THE ABOVE DESCRIBED TRACT OF LAND HAS CAUSED THE SAME TO BE SUBDIVIDED IN THE MANNER SHOWN ON THE ACCOMPANYING PLAT, WHICH SUBDIVISION SHALL BE HEREAFTER KNOWN AS:

"CUNNINGHAM AT CREEKMOOR FIRST PLAT, LOTS 1 THROUGH 68, AND TRACTS A, B, C AND D"

STREET DEDICATION:
STREETS SHOWN HEREON AND NOT HERETOFORE DEDICATED FOR PUBLIC USE AS THROUGHFARES ARE HEREBY DEDICATED.

EASEMENT DEDICATION:
AN EASEMENT IS HEREBY GRANTED TO THE CITY OF RAYMORE, MISSOURI, TO LOCATE, CONSTRUCT, OPERATE, AND MAINTAIN OR TO AUTHORIZE THE LOCATION, CONSTRUCTION, OPERATION AND MAINTENANCE OF POLES, WIRES, ANCHORS, PIPES, CONDUITS, TRANSFORMERS, FEEDLINES AND/OR STRUCTURES FOR WATER, GAS, ELECTRICITY, STORM SEWERS, SANITARY SEWERS, TELEPHONE, CABLE TELEVISION, SURFACE DRAINAGE, OR ANY OTHER NECESSARY PUBLIC UTILITY OR SERVICE, ANY OR ALL OF THEM UPON, OVER, UNDER AND ALONG THOSE AREAS OUTLINED AND DESIGNATED ON THIS PLAT AS "UTILITY EASEMENTS" OR "U.E." OR TRACTS A, B, C AND D. WHERE AN EASEMENT IS DESIGNATED FOR A PARTICULAR PURPOSE, THE USE THEREOF SHALL BE LIMITED TO THAT PURPOSE ONLY. ALL OF THE ABOVE EASEMENTS SHALL BE KEPT FREE FROM ANY AND ALL OBSTRUCTIONS WHICH WOULD INTERFERE WITH THE CONSTRUCTION OR RECONSTRUCTION AND PROPER, SAFE AND CONTINUOUS MAINTENANCE OF THE AFORESAID UTILITIES AND SPECIFICALLY THERE SHALL NOT BE BUILT THEREON OR THEREUNDER ANY STRUCTURE (EXCEPT DRIVEWAYS, PAVED AREAS, GRASS, SHRUBS AND FENCES) NOR SHALL THERE BE ANY OBSTRUCTION TO INTERFERE WITH THE AGENTS AND EMPLOYEES OF THE CITY OF RAYMORE, MISSOURI, AND ITS FRANCHISED UTILITIES FROM GOING UPON SAID EASEMENT IN EXERCISING THE RIGHTS GRANTED BY THE EASEMENT. NO EXCAVATION OR PILL SHALL BE MADE OR OPERATION OF ANY KIND OR NATURE SHALL BE PERFORMED WHICH WILL REDUCE OR INCREASE THE EARTH COVERAGE OVER THE UTILITIES ABOVE STATED OR THE APPEARANCES THEREOF WITHOUT THE WRITTEN APPROVAL OF THE CITY ENGINEER.

COVENANTS AND RESTRICTIONS:
AT 1:44 O'CLOCK P.M. ON THE 8TH DAY OF SEPTEMBER, 2004, THE DEVELOPER, JOINED BY THE CREEKMOOR PROPERTY OWNERS ASSOCIATION INC., A MISSOURI NOT-FOR-PROFIT CORPORATION, FILED IN THE OFFICE OF THE RECORDER OF DEEDS IN AND FOR CASS COUNTY, MISSOURI, A DECLARATION OF COVENANTS AND RESTRICTIONS FOR CREEKMOOR PLANNED UNIT DEVELOPMENT, RAYMORE, MISSOURI, WHICH DECLARATION IS THERE RECORDED IN BOOK 00849 AT PAGE 00001 ET SEQ., AS AMENDED BY THAT AMENDMENT TO PROTECTIVE COVENANTS FOR CREEKMOOR, A PLANNED UNIT DEVELOPMENT, CASS COUNTY, MISSOURI, RECORDED ON THE 3RD DAY OF OCTOBER, 2004 IN DEED BOOK 0283, PAGE 0157 AT FILE NUMBER 38992 IN THE OFFICE OF THE RECORDER OF DEEDS IN AND FOR CASS COUNTY, MISSOURI. THIS PLAT IS FILED CONTEMPORANEOUSLY WITH THE FILING OF A SUPPLEMENTAL DECLARATION OF COVENANTS AND RESTRICTIONS, EXECUTED BY THE PROPRIETOR WHICH HAS THE EFFECT OF BRINGING THE LAWS REFLECTED UPON THE PLAT WITHIN THE PROVISIONS OF THE DECLARATION AND THE SUPPLEMENTAL DECLARATION, WHICH, IN THEIR ENTIRETY, ARE BY REFERENCE MADE A PART OF THIS PLAT.

BUILDING LINES, SETBACK LINES, AND UTILITY AND DRAINAGE EASEMENTS:
BUILDING LINES OR SETBACK LINES ARE HEREBY ESTABLISHED AS SHOWN ON THE ACCOMPANYING PLAT AND NO BUILDING OR PORTION THEREOF SHALL BE LOCATED OR CONSTRUCTED BETWEEN THIS LINE AND THE STREET RIGHT OF WAY LINE OR LOT LINE NEAREST THERE TO. THE BUILDING LINES AND SETBACK LINES SHALL CONTROL AS TO CONSTRUCTION OF A STRUCTURE UPON THE LOTS REFLECTED THEREON, SUBJECT, HOWEVER, TO THE PROVISIONS OF THE DECLARATION AFORESAID, UNLESS SHOWN OTHERWISE ON THE PLAT. ALL LOTS HAVE A SEVEN AND ONE-HALF FOOT UTILITY AND DRAINAGE EASEMENT ON THE INTERIOR OF ALL LOT LINES, SUCH EASEMENTS TO BE PARALLEL WITH THE CORRESPONDING LOT LINE.

COMMON PROPERTY:
THE COMMON PROPERTIES REFLECTED UPON THIS PLAT ARE FOR THE COMMON USE AND ENJOYMENT OF THE OWNERS OF THE LOTS REFLECTED UPON THIS PLAT AS WELL AS THE OWNERS OF ALL PROPERTIES AS SO DEFINED IN THE DECLARATION OF COVENANTS AND RESTRICTIONS AND SHALL IN NOWISE BE CONSIDERED AS DEDICATED FOR THE USE OF THE GENERAL PUBLIC. MAINTENANCE OF SAID COMMON PROPERTIES SHALL BE PROVIDED FOR AS PROVIDED FOR IN SAID DECLARATION.

RESERVED PROPERTIES:
RESERVED PROPERTIES REFLECTED UPON THIS PLAT ARE NOT A PART OF THE AFORESAID DECLARATION AND ARE SPECIFICALLY BY THE DEVELOPER RESERVED THEREFROM.

USE RESTRICTION:
ALL LOTS REFLECTED ON THIS PLAT ARE ZONED FOR RESIDENTIAL USE AND ONLY SINGLE FAMILY DETACHED STRUCTURES MAY BE CONSTRUCTED THEREON PURSUANT TO THE PROVISIONS, RESTRICTIONS, AND PROTECTIVE COVENANTS AS CONTAINED IN THE DECLARATION AND THE SUPPLEMENTAL DECLARATION. NO SINGLE FAMILY DETACHED STRUCTURE SHALL BE CONSTRUCTED WHICH SHALL HAVE A FLOOR SPACE OF LESS THAN THAT PROSCRIBED IN THE SUPPLEMENTAL DECLARATION.

NORMAL POOL NOTE:
THE PROPERTY LINE (THE BEAR LOU LINE) ALONG THE LAKE IS A MEANDER LINE AT A CONSTANT ELEVATION ONE FOOT HIGHER THAN THE HIGHEST PROPOSED SPILLWAY ELEVATION OF 961.5, AS DETERMINED FROM MOONRA CONTROL POINT GA-07.

100 YEAR FLOOD NOTE:
THE 100 YEAR FLOOD POOL LINE, AS SHOWN HEREON, HAS BEEN DETERMINED BY HARRINGTON & CORTELYOU, INC. AND IS NOT TO BE CONSIDERED AS A FEMA FLOOD BOUNDARY LINE. NO STRUCTURE OF ANY TYPE SHALL BE BUILT UPON ANY LOT BETWEEN SAID 100 YEAR FLOOD POOL LINE AS REFLECTED UPON THE PLAT AND THE LAKE SHORE PROPERTY LINE WITHOUT CONSENT, IN WRITING, OF THE DEVELOPER, ITS SUCCESSORS AND ASSIGNS, AND THE ARCHITECTURAL REVIEW COMMITTEE. SAID 100 YEAR FLOOD POOL LINE REPRESENTS THE POSSIBLE LEVEL OF THE FLOOD POOL THAT COULD OCCUR ON THE LAKE REFLECTED UPON THE PLAT.

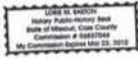
IN WITNESS WHEREOF:
COOPER LAND DEVELOPMENT, INC., AN ARKANSAS CORPORATION, HAS CAUSED THESE PRESENTS TO BE SIGNED THIS _____ DAY OF FEBRUARY, 2008.

Thomas C. Oppenheimer, Vice-President

NOTARY CERTIFICATION:
STATE OF MISSOURI)
COUNTY OF CASS)
ON THIS 22nd DAY OF FEBRUARY, 2008, BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED THOMAS C. OPPENHEIMER, TO ME KNOWN TO BE THE PERSON DESCRIBED HEREIN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND BEING DULY SWORN BY ME DID ACKNOWLEDGE THAT HE IS THE VICE-PRESIDENT OF COOPER LAND DEVELOPMENT, INC. AND THAT HE EXECUTED THE FOREGOING BY AUTHORITY OF THE BOARD OF DIRECTORS AND IS THE FREE ACT AND DEED OF SAID CORPORATION.

IN WITNESS WHEREOF:
I HAVE HERETO SET MY HAND AND AFFIXED MY NOTARIAL SEAL, IN MY OFFICE THE DAY AND YEAR LAST WRITTEN ABOVE.

MY COMMISSION EXPIRES: 3-22-2010
Spice M. Easton
NOTARY PUBLIC



CITY OF RAYMORE, MISSOURI:
THIS PLAT OF **CUNNINGHAM AT CREEKMOOR FIRST PLAT, LOTS 1 THROUGH 68, AND TRACTS A, B, C AND D**, INCLUDING EASEMENTS AND RIGHTS-OF-WAY ACCEPTED BY THE CITY COUNCIL, HAS BEEN SUBMITTED TO AND APPROVED BY THE RAYMORE CITY COUNCIL BY ORDINANCE NUMBER 28076 DULY PASSED AND APPROVED BY THE MAYOR OF RAYMORE, MISSOURI ON THE 23 DAY OF FEBRUARY, 2008.

Mayor: [Signature] Attest: [Signature] City Clerk: [Signature] City Engineer: [Signature]

CITY PLANNING COMMISSION:
THIS PLAT OF **CUNNINGHAM AT CREEKMOOR FIRST PLAT, LOTS 1 THROUGH 68, AND TRACTS A, B, C AND D**, HAS BEEN SUBMITTED TO AND APPROVED BY THE RAYMORE PLANNING AND ZONING COMMISSION THIS 26th DAY OF FEB, 2008.

[Signature] SECRETARY

- NOTES:**
- THE FOLLOWING STANDARD MONUMENTATION WILL BE SET UPON COMPLETION OF CONSTRUCTION ACTIVITIES WITH THIS PLAT OR WITHIN 12 MONTHS OF THE RECORDING OF THIS PLAT, WHICH EVER IS EARLIER.
SEMI-PERMANENT MONUMENTS:
1" IRON BAR WITH PLASTIC CAP STAMPED "ASC MLS 710 KLS 3" SET AT ALL LOT CORNERS AND OTHER CORNERS MARKED "M" ON THIS PLAT.
PERMANENT MONUMENTS:
5/8" IRON BAR WITH ALUMINUM CAP STAMPED "ASC MLS 760 KLS 3" SET AT CORNERS MARKED "A" ON THIS PLAT.
 - THE BEARINGS SHOWN ON THIS PLAT ARE BASED UPON THE "MISSOURI COORDINATE SYSTEM OF 1887", WEST ZONE, AT JACKSON COUNTY CONTROL MONUMENT JA-75 (1989 ADJUSTMENT) USING A GRID FACTOR OF 0.999995.
 - EXCEPT AS SHOWN, THE LOTTED PROPERTY SHOWN HEREON IS LOCATED IN ZONE "X", AREA DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANGE FLOOD PLAIN, AS SHOWN ON THE FLOOD INSURANCE RATE MAP 26037C0028 DATED MARCH 16, 2006.
 - THE ABBREVIATION "MBR" SHOWN HEREON DENOTES MINIMUM BASEMENT ELEVATION.
 - THE ABBREVIATION "MLO" SHOWN HEREON DENOTES MINIMUM LOW OPENING ELEVATION.

DEVELOPER:
COOPER LAND DEVELOPMENT, INC.
303 NORTH 47TH STREET
ROGERS, ARKANSAS 72716

ENGINEERS:
HARRINGTON & CORTELYOU, INC.
871 MAIN ST., FEE 1000
KANSAAS CITY, MO 64108-0333



CASS COUNTY, MISSOURI:
ENTERED ON TRANSFER RECORD THIS 24th DAY OF FEBRUARY, 2008.
[Signature] COUNTY RECORDER OF DEEDS

TOTAL AREA
LOTTED AREA 22.076 ACRES
COMMON PROPERTY 0.308 ACRES
RESERVED PROPERTY 0.619 ACRES
STREETS 0.563 ACRES
TOTAL 23.566 ACRES

LENGTH OF RECORDED STREETS
50' ROW WIDTH 5100 LINEAL FEET

PROPERTY DESCRIPTION, CUNNINGHAM AT CREEKMOOR FIRST PLAT, LOTS 1 THROUGH 68, AND TRACTS A, B, C AND D:
THAT PART OF THE NORTHEAST 1/4 OF SECTION 4, TOWNSHIP 46 NORTH, RANGE 32 WEST, IN RAYMORE, CASS COUNTY, MISSOURI BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 4, THENCE SOUTH 2°59'41" WEST ALONG THE EAST LINE OF SAID NORTHEAST 1/4, A DISTANCE OF 638.43 FEET TO THE POINT OF BEGINNING OF THE TRACT OF LAND TO BE HEREIN DESCRIBED; THENCE CONTINUING ALONG SAID EAST LINE SOUTH 2°29'41" WEST, A DISTANCE OF 50.00 FEET; THENCE NORTH 87°30'27" WEST, A DISTANCE OF 103.60 FEET; THENCE ALONG A CURVE TO THE LEFT TANGENT TO THE LAST DESCRIBED COURSE, HAVING A RADIUS OF 878.00 FEET, A CENTRAL ANGLE OF 16°39'49", AND AN ARC LENGTH OF 388.75 FEET; THENCE ALONG A CURVE TO THE LEFT TANGENT TO THE LAST DESCRIBED COURSE, HAVING A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 107°34'58", AND AN ARC LENGTH OF 28.17 FEET; THENCE SOUTH 80°09'28" WEST, A DISTANCE OF 53.04 FEET; THENCE ALONG A CURVE TO THE LEFT WITH AN INITIAL TANGENT BEARING OF NORTH 28°56'29" WEST, HAVING A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 62°20'00", AND AN ARC LENGTH OF 21.38 FEET; THENCE ALONG A CURVE TO THE LEFT, TANGENT TO THE LAST DESCRIBED COURSE, HAVING A RADIUS OF 878.00 FEET, A CENTRAL ANGLE OF 2°28'16", AND AN ARC LENGTH OF 44.64 FEET; THENCE SOUTH 68°03'10" WEST, A DISTANCE OF 192.84 FEET; THENCE ALONG A CURVE TO THE LEFT, TANGENT TO THE LAST DESCRIBED COURSE, HAVING A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 81°42'19", AND AN ARC LENGTH OF 24.31 FEET; THENCE SOUTH 89°00'10" WEST, A DISTANCE OF 50.00 FEET; THENCE ALONG A CURVE TO THE LEFT WITH AN INITIAL TANGENT BEARING OF NORTH 23°23'53" WEST, HAVING A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 89°32'51", AND AN ARC LENGTH OF 23.18 FEET; THENCE SOUTH 88°03'10" WEST, A DISTANCE OF 50.00 FEET; THENCE SOUTH 69°32'49" WEST, A DISTANCE OF 321.16 FEET; THENCE SOUTH 60°14'48" WEST, A DISTANCE OF 128.46 FEET; THENCE SOUTH 59°34'46" WEST, A DISTANCE OF 50.00 FEET; THENCE SOUTH 88°38'30" WEST, A DISTANCE OF 160.41 FEET; THENCE NORTH 20°54'24" EAST, A DISTANCE OF 148.88 FEET; THENCE NORTH 69°28'41" WEST, A DISTANCE OF 332.16 FEET; THENCE SOUTH 87°31'32" WEST, A DISTANCE OF 307.27 FEET; THENCE SOUTH 88°56'19" WEST, A DISTANCE OF 50.00 FEET; THENCE SOUTH 87°03'10" WEST, A DISTANCE OF 43.48 FEET; THENCE SOUTH 69°58'48" WEST, A DISTANCE OF 138.08 FEET; THENCE SOUTH 67°02'42" WEST, A DISTANCE OF 103.88 FEET; THENCE SOUTH 1°00'59" WEST, A DISTANCE OF 642.28 FEET; THENCE NORTH 88°00'00" WEST, A DISTANCE OF 138.88 FEET; THENCE SOUTH 89°00'10" WEST, A DISTANCE OF 82.00 FEET; THENCE NORTH 17°32'27" WEST, A DISTANCE OF 180.57 FEET; THENCE NORTH 6°32'38" EAST, A DISTANCE OF 50.38 FEET; THENCE NORTH 30°02'28" EAST, A DISTANCE OF 38.35 FEET; THENCE NORTH 50°22'22" EAST, A DISTANCE OF 41.07 FEET; THENCE NORTH 0°45'50" EAST, A DISTANCE OF 137.40 FEET; THENCE NORTH 25°44'42" WEST, A DISTANCE OF 83.06 FEET; THENCE NORTH 31°08'41" WEST, A DISTANCE OF 73.43 FEET; THENCE NORTH 11°25'24" WEST, A DISTANCE OF 88.83 FEET; THENCE NORTH 10°45'49" WEST, A DISTANCE OF 50.00 FEET; THENCE NORTH 87°52'19" WEST, A DISTANCE OF 76.75 FEET; THENCE NORTH 11°10'39" WEST, A DISTANCE OF 41.35 FEET; THENCE NORTH 21°11'50" WEST, A DISTANCE OF 63.18 FEET; THENCE NORTH 49°44'43" WEST, A DISTANCE OF 30.17 FEET; THENCE NORTH 40°52'23" WEST, A DISTANCE OF 182.27 FEET; THENCE NORTH 39°17'17" WEST, A DISTANCE OF 92.00 FEET; THENCE NORTH 15°05'38" WEST, A DISTANCE OF 35.08 FEET; THENCE NORTH 7°30'07" EAST, A DISTANCE OF 67.11 FEET; THENCE NORTH 40°22'28" EAST, A DISTANCE OF 30.34 FEET; THENCE NORTH 86°11'19" EAST, A DISTANCE OF 41.31 FEET; THENCE NORTH 48°01'11" EAST, A DISTANCE OF 46.00 FEET; THENCE NORTH 31°02'59" EAST, A DISTANCE OF 63.87 FEET; THENCE NORTH 21°13'42" EAST, A DISTANCE OF 41.48 FEET; THENCE SOUTH 70°28'41" EAST, A DISTANCE OF 188.24 FEET; THENCE NORTH 19°34'19" EAST, A DISTANCE OF 32.88 FEET; THENCE NORTH 25°37'00" EAST, A DISTANCE OF 201.23 FEET; THENCE NORTH 19°34'19" EAST, A DISTANCE OF 60.00 FEET; THENCE NORTH 25°37'00" EAST, A DISTANCE OF 214.42 FEET; THENCE NORTH 34°45'57" EAST, A DISTANCE OF 120.24 FEET; THENCE NORTH 11°12'37" EAST, A DISTANCE OF 148.08 FEET; THENCE SOUTH 86°11'19" EAST, A DISTANCE OF 47.91 FEET; THENCE NORTH 27°27'27" EAST, A DISTANCE OF 77.14 FEET; THENCE SOUTH 73°59'14" EAST, A DISTANCE OF 155.52 FEET; THENCE ALONG A CURVE TO THE LEFT WITH AN INITIAL TANGENT BEARING OF NORTH 32°23'23" EAST, HAVING A RADIUS OF 175.00 FEET, A CENTRAL ANGLE OF 113°32'40", AND AN ARC LENGTH OF 35.25 FEET; THENCE SOUTH 89°10'16" EAST, A DISTANCE OF 236.01 FEET; THENCE SOUTH 9°28'59" EAST, A DISTANCE OF 43.78 FEET; THENCE NORTH 72°32'38" EAST, A DISTANCE OF 88.11 FEET; THENCE NORTH 87°03'10" EAST, A DISTANCE OF 34.88 FEET; THENCE SOUTH 21°16'44" EAST, A DISTANCE OF 128.54 FEET; THENCE NORTH 88°03'10" EAST, A DISTANCE OF 95.50 FEET; THENCE ALONG A CURVE TO THE RIGHT TANGENT TO THE LAST DESCRIBED COURSE, HAVING A RADIUS OF 1008.00 FEET, A CENTRAL ANGLE OF 2°14'49", AND AN ARC LENGTH OF 42.28 FEET; THENCE ALONG A CURVE TO THE LEFT TANGENT TO THE LAST DESCRIBED COURSE, HAVING A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 88°49'00", AND AN ARC LENGTH OF 28.24 FEET; THENCE NORTH 77°45'00" EAST, A DISTANCE OF 51.59 FEET; THENCE ALONG A CURVE TO THE LEFT WITH AN INITIAL TANGENT BEARING OF SOUTH 34°58'19" EAST, HAVING A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 80°09'28", AND AN ARC LENGTH OF 20.98 FEET; THENCE ALONG A CURVE TO THE LEFT TANGENT TO THE LAST DESCRIBED COURSE, HAVING A RADIUS OF 1008.00 FEET, A CENTRAL ANGLE OF 7°03'19", AND AN ARC LENGTH OF 34.88 FEET; THENCE SOUTH 87°32'27" EAST, A DISTANCE OF 103.88 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIPTION WAS WRITTEN BY ANDERSON SURVEY COMPANY AND CONTAINS 1247.82 SQUARE FEET, 28.84 ACRES, MORE OR LESS.

SURVEYOR'S CERTIFICATION:
I HEREBY CERTIFY THAT I HAVE MADE A SURVEY OF THE PREMISES DESCRIBED HEREIN WHICH MEETS THE REQUIREMENTS OF THE MISSOURI MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS AS JOINTLY ADOPTED BY THE MISSOURI BOARD FOR ARCHITECTS, PROFESSIONAL ENGINEERS, PROFESSIONAL LAND SURVEYORS AND LANDSCAPE ARCHITECTS AND ENGINEERS, AND THE BOARD OF NATURAL RESOURCES, DIVISION OF GEOLOGICAL RESOURCES AND MINERALS, AND I FURTHER CERTIFY THAT I HAVE COMPLIED WITH ALL STATUTES, ORDINANCES, AND REGULATIONS GOVERNING THE PRACTICE OF SURVEYING AND THE RECORDING OF SURVEYING AND PLATTING OF SURVEYING AND THAT THE RESULTS OF SAID SURVEY ARE REPRESENTED ON THIS PLAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF.



4-18-17
08-08-4233-11Y
PLAT

SHEET 3 OF 3



SHEET 2 OF 3

SHEET 1 OF 3



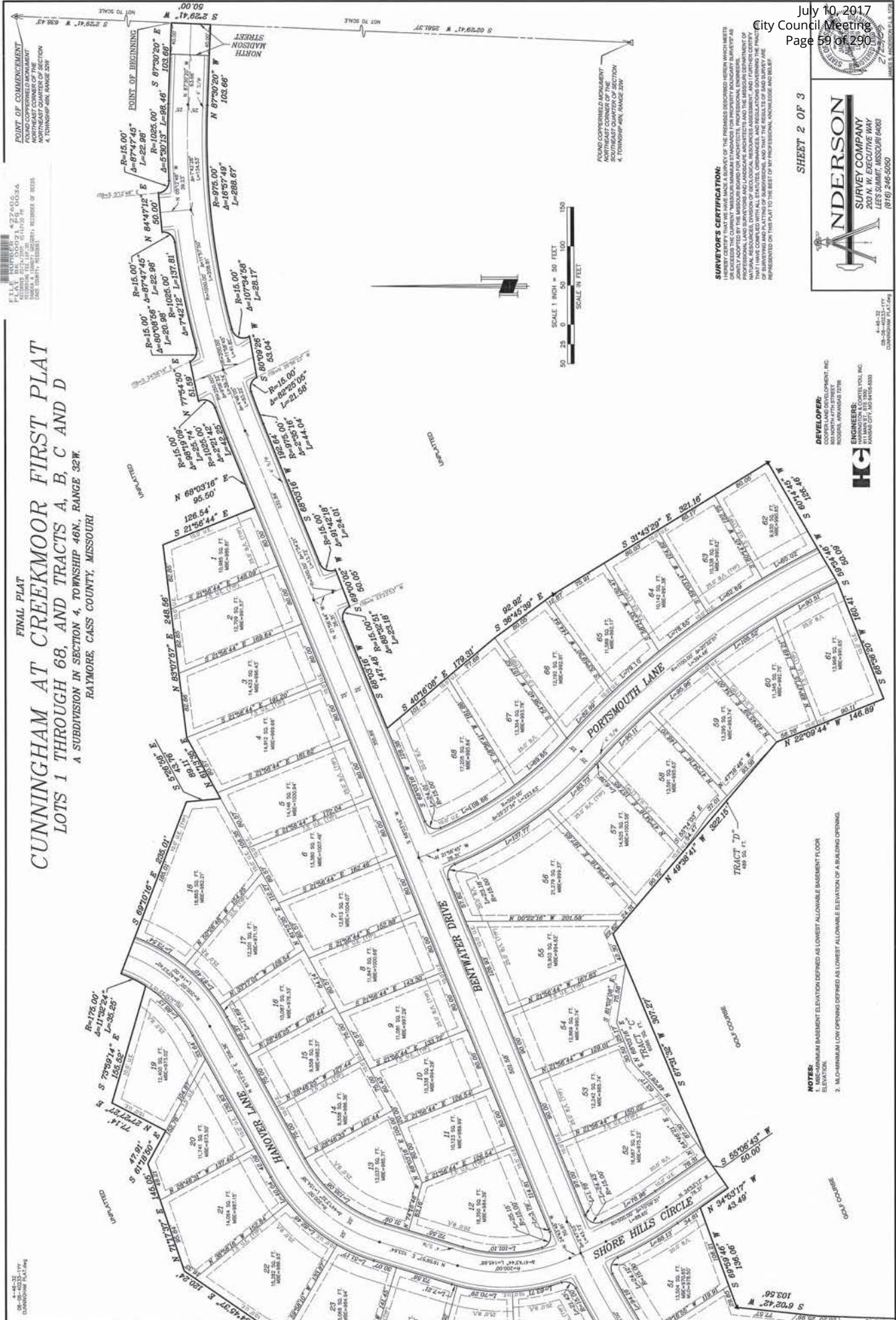
SHEET 2 OF 3

ANDERSON
 SURVEY COMPANY
 203 N. W. EXECUTIVE WAY
 LEES SUMMIT, MISSOURI 64083
 (816) 246-5000

ENGINEERS:
 MICHAEL J. ANDERSON, P.E.
 111 MARKET ST., 3RD FLOOR
 HANNOIBAL, MISSOURI 63401
 (573) 485-1111



NOTES:
 1. MINIMUM FINISH ELEVATION DEFINED AS LOWEST ALLOWABLE FINISH FLOOR ELEVATION.
 2. MINIMUM LOW OPENING DEFINED AS LOWEST ALLOWABLE ELEVATION OF A BUILDING OPENING.



FINAL PLAT
CUNNINGHAM AT CREEKMOOR FIRST PLAT
 LOTS 1 THROUGH 68, AND TRACTS A, B, C AND D
 A SUBDIVISION IN SECTION 4, TOWNSHIP 46N, RANGE 32W
 RAYMORE, CASS COUNTY, MISSOURI

PLAT NUMBER 4276036
 RECORDS SECTION 4276036
 TOWNSHIP 46N, RANGE 32W
 CASS COUNTY, MISSOURI

08-46-32-174
 CUNNINGHAM FIRST PLAT

SURVEYOR'S CERTIFICATION:
 I HEREBY CERTIFY THAT I HAVE MADE A SURVEY OF THE PREMISES DESCRIBED HEREON WHICH MEETS THE REQUIREMENTS OF THE MISSOURI SURVEYING ACT AND THE RULES AND REGULATIONS OF THE BOARD OF SURVEYING AND MAPPING, AND THAT I AM A LICENSED SURVEYOR IN THE STATE OF MISSOURI. I HAVE COMPLIED WITH ALL STATUTES, ORDINANCES, AND REGULATIONS GOVERNING THE PRACTICE OF SURVEYING IN THE STATE OF MISSOURI. THIS SURVEY IS BASED ON THE BEST AVAILABLE INFORMATION REPRESENTED ON THIS PLAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF.

FINAL PLAT
CUNNINGHAM AT CREEKMOOR FIRST PLAT
 LOTS 1 THROUGH 68, AND TRACTS A, B, C AND D
 A SUBDIVISION IN SECTION 4, TOWNSHIP 48N., RANGE 32W.
 RAYMORE, CASS COUNTY, MISSOURI

- NOTES:**
1. ALL ELEVATIONS ARE TO THE FINISH GRADE UNLESS OTHERWISE NOTED.
 2. THE PROPERTY LINE ELEVATIONS ARE DETERMINED FROM THE MONUMENTAL POINT CONTROL POINT.
 3. THE MONUMENTAL POINT CONTROL POINT IS A MONUMENTAL POINT AT A CORNER ELEVATION OF 46.00'.
 4. ELEVATIONS ARE TO THE FINISH GRADE UNLESS OTHERWISE NOTED.
 5. ELEVATIONS ARE TO THE FINISH GRADE UNLESS OTHERWISE NOTED.
 6. ELEVATIONS ARE TO THE FINISH GRADE UNLESS OTHERWISE NOTED.
 7. ELEVATIONS ARE TO THE FINISH GRADE UNLESS OTHERWISE NOTED.
 8. ELEVATIONS ARE TO THE FINISH GRADE UNLESS OTHERWISE NOTED.
 9. ELEVATIONS ARE TO THE FINISH GRADE UNLESS OTHERWISE NOTED.
 10. ELEVATIONS ARE TO THE FINISH GRADE UNLESS OTHERWISE NOTED.



LAKE FRONT LOTS REAR LOT LINE TABLE

LINE	LENGTH	BEARING
1	100.00	N 00°00'00" E
2	100.00	N 00°00'00" E
3	100.00	N 00°00'00" E
4	100.00	N 00°00'00" E
5	100.00	N 00°00'00" E
6	100.00	N 00°00'00" E
7	100.00	N 00°00'00" E
8	100.00	N 00°00'00" E
9	100.00	N 00°00'00" E
10	100.00	N 00°00'00" E
11	100.00	N 00°00'00" E
12	100.00	N 00°00'00" E
13	100.00	N 00°00'00" E
14	100.00	N 00°00'00" E
15	100.00	N 00°00'00" E
16	100.00	N 00°00'00" E
17	100.00	N 00°00'00" E
18	100.00	N 00°00'00" E
19	100.00	N 00°00'00" E
20	100.00	N 00°00'00" E
21	100.00	N 00°00'00" E
22	100.00	N 00°00'00" E
23	100.00	N 00°00'00" E
24	100.00	N 00°00'00" E
25	100.00	N 00°00'00" E
26	100.00	N 00°00'00" E
27	100.00	N 00°00'00" E
28	100.00	N 00°00'00" E
29	100.00	N 00°00'00" E
30	100.00	N 00°00'00" E
31	100.00	N 00°00'00" E
32	100.00	N 00°00'00" E
33	100.00	N 00°00'00" E
34	100.00	N 00°00'00" E
35	100.00	N 00°00'00" E
36	100.00	N 00°00'00" E
37	100.00	N 00°00'00" E
38	100.00	N 00°00'00" E
39	100.00	N 00°00'00" E
40	100.00	N 00°00'00" E
41	100.00	N 00°00'00" E
42	100.00	N 00°00'00" E
43	100.00	N 00°00'00" E
44	100.00	N 00°00'00" E
45	100.00	N 00°00'00" E
46	100.00	N 00°00'00" E
47	100.00	N 00°00'00" E
48	100.00	N 00°00'00" E
49	100.00	N 00°00'00" E
50	100.00	N 00°00'00" E
51	100.00	N 00°00'00" E
52	100.00	N 00°00'00" E
53	100.00	N 00°00'00" E
54	100.00	N 00°00'00" E
55	100.00	N 00°00'00" E
56	100.00	N 00°00'00" E
57	100.00	N 00°00'00" E
58	100.00	N 00°00'00" E
59	100.00	N 00°00'00" E
60	100.00	N 00°00'00" E
61	100.00	N 00°00'00" E
62	100.00	N 00°00'00" E
63	100.00	N 00°00'00" E
64	100.00	N 00°00'00" E
65	100.00	N 00°00'00" E
66	100.00	N 00°00'00" E
67	100.00	N 00°00'00" E
68	100.00	N 00°00'00" E

SURVEYOR'S CERTIFICATION:
 I, the undersigned, being a duly licensed and qualified Surveyor in the State of Missouri, do hereby certify that the foregoing is a true and correct copy of the original plat as recorded in the office of the Recorder of Deeds for Cass County, Missouri, and that the same conforms to the requirements of the laws of Missouri relating to the recording of plats.

ANDERSON SURVEY COMPANY
 1111 S. STATE ST., SUITE 100
 RAYMORE, MISSOURI 64083
 (816) 246-6000

HC DEVELOPER
 1111 S. STATE ST., SUITE 100
 RAYMORE, MISSOURI 64083
 (816) 246-6000

SCALE 1" = 50 FEET
 SCALE 1" = 100 FEET

PLAT NO. 2017-0034
 RECORDED IN BOOK 2017-0034
 PAGE 60 OF 290



**CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM**

DATE: June 26, 2017

SUBMITTED BY: Jim Cadoret

DEPARTMENT: Community Development

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

TITLE / ISSUE / REQUEST

Bill 3269 Request Council to approve the Cunningham at Creekmoor Second Final Plat

FINANCIAL IMPACT

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

PROJECT TIMELINE

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

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:	Planning & Zoning Commission
Date:	June 6, 2017
Action/Vote:	Approval, 9-0

LIST OF REFERENCE DOCUMENTS ATTACHED

Planning Commission Report and Recommendation Development Agreement Final Plat Drawings

REVIEWED BY:

Jim Cadoret

BACKGROUND / JUSTIFICATION

Cooper Land Development Inc. filed a request for final plat approval for Cunningham at Creekmoor Second Final Plat, a 36-lot single-family residential development proposed for the southwest corner of 155th Street and North Madison Street. The development agreement outlines the requirements of the developer for completion of this phase of the subdivision.

At its June 6 meeting, the Planning & Zoning Commission recommended approval of the final plat.

BILL 3269

ORDINANCE

“AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, APPROVING THE FINAL PLAT FOR CUNNINGHAM AT CREEKMOOR SECOND PLAT LOTS 69 THROUGH 104 AND TRACTS E AND F, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 46N, RANGE 32W, RAYMORE, CASS COUNTY, MISSOURI.”

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

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

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

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

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

Section 2. That the subdivision known as Cunningham at Creekmoor Second Plat Lots 69 through 104 and Tracts E and F is hereby approved for the tract of land described below:

ALL THAT PART OF THE NORTHEAST 1/4 OF SECTION 4, TOWNSHIP 46 NORTH, RANGE 32 WEST, IN RAYMORE, CASS COUNTY, MISSOURI BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 4; THENCE SOUTH 2°29'41" WEST ALONG THE EAST LINE OF SAID NORTHEAST 1/4, A DISTANCE OF 688.43 FEET TO THE INTERSECTION OF SAID EAST LINE AND THE EASTERLY EXTENSION OF THE SOUTH RIGHT OF WAY LINE OF BENTWATER DRIVE AS ESTABLISHED BY THE PLAT OF CUNNINGHAM AT CREEKMOOR FIRST PLAT, AND THE POINT OF BEGINNING OF THE TRACT OF LAND TO BE HEREIN DESCRIBED; THENCE NORTH 87°30'20" WEST, A DISTANCE OF 103.66 FEET; THENCE ALONG A CURVE TO THE LEFT TANGENT TO THE LAST DESCRIBED COURSE HAVING A RADIUS OF 975.00 FEET, A CENTRAL ANGLE OF 0°42'18", FOR AN ARC LENGTH OF 12.00 FEET; THENCE SOUTH 56°11'19" WEST, A DISTANCE OF 156.42 FEET; THENCE NORTHWESTERLY ALONG A CURVE TO THE LEFT HAVING AN INITIAL TANGENT BEARING OF NORTH 32°27'13" WEST, A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 28°06'55", FOR AN ARC LENGTH OF 98.14 FEET; THENCE SOUTH 48°01'15" WEST, A DISTANCE OF 249.54 FEET; THENCE NORTH 40°28'48" WEST, A DISTANCE OF 39.10 FEET; THENCE SOUTH

57°12'46" WEST, A DISTANCE OF 151.59 FEET; THENCE SOUTH 65°22'30" WEST, A DISTANCE OF 50.66 FEET; THENCE SOUTH 52°37'04" WEST, A DISTANCE OF 130.99 FEET TO A POINT ON THE NORTHEASTERLY LINE OF LOT 67 OF THE AFOREMENTIONED FIRST PLAT; THENCE SOUTH 40°16'08" EAST, THIS AND SUBSEQUENT COURSES ALONG THE NORTHEASTERLY LINE OF LOTS 62 THROUGH 67 OF SAID FIRST PLAT, A DISTANCE OF 31.38 FEET; THENCE SOUTH 36°45'39" EAST, A DISTANCE OF 92.92 FEET; THENCE SOUTH 31°43'29" EAST, A DISTANCE OF 321.16 FEET TO THE SOUTHEASTERLY CORNER OF SAID LOT 62; THENCE SOUTH 46°16'06" EAST, A DISTANCE OF 123.27 FEET; THENCE SOUTH 89°05'34" EAST, A DISTANCE OF 180.13 FEET; THENCE SOUTH 2°29'41" WEST, A DISTANCE OF 265.66 FEET; THENCE NORTH 87°30'19" WEST, A DISTANCE OF 150.89 FEET; THENCE SOUTH 7°27'40" EAST, A DISTANCE OF 169.72 FEET; THENCE SOUTH 2°35'25" WEST, A DISTANCE OF 72.70 FEET; THENCE SOUTH 87°30'19" EAST, A DISTANCE OF 377.32 FEET TO A POINT ON THE EAST LINE OF SAID NORTHEAST 1/4; THENCE NORTH 2°29'41" EAST, ALONG SAID EAST LINE, A DISTANCE OF 1312.14 FEET TO THE POINT OF BEGINNING CONTAINING 617,381 SQUARE FEET OR 14.173 ACRES, MORE OR LESS.

Section 3. That the Development Agreement between the City of Raymore, Missouri and Cooper Land Development, Inc., appended hereto and made part hereof, is hereby approved and the Mayor is authorized and directed to execute said contract on behalf of the City of Raymore, Missouri.

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

- March Lane and Bentwater Drive at the southwest corner
- Granshire Lane and Bentwater Drive at the northeast corner
- Granshire Lane and North Madison Street at the southwest corner

Section 5. Effective Date. The effective date of approval of this Ordinance shall be coincidental with the Mayor's signature and attestation by the City Clerk.

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

DULY READ THE FIRST TIME THIS 26TH DAY OF JUNE, 2017.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 10TH DAY OF JULY, 2017 BY THE FOLLOWING VOTE:

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

ATTEST:

APPROVE:

Jean Woerner, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature



To: City Council
From: Planning and Zoning Commission
Date: June 26, 2017
Re: Case #17016 -Cunningham at Creekmoor
Second Final Plat - Lots 69 through 104 and
Tracts E and F

GENERAL INFORMATION

**Applicant/
Property Owner:** Cooper Land Development, Inc.
903 N. 47th Street
Rogers, AR 72756

Property Location: Generally located at the southwest corner of 155th
Street and N. Madison Street



2016 Aerial Photograph:



Existing Zoning: "PUD" Planned Unit Development

Existing Surrounding Zoning: **North:** "PUD" Planned Unit Development
South: "PUD" Planned Unit Development
East: "RE" Rural Estate District
West: "PUD" Planned Unit Development

Existing Surrounding Uses: **North:** Undeveloped
South: Undeveloped
East: Low Density Residential
West: Undeveloped

Total Tract Size: 14.17 acres

Total Number of Lots: 36

Density – units per Acre: 2.54 units per acre

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

Major Street Plan: The Major Thoroughfare Plan Map classifies N. Madison Street as a Major Collector

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

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

PROPOSAL

Outline of Requested Action: The applicant seeks to obtain Final Plat approval for the Cunningham at Creekmoor Second Final Plat – Lots 69 through 104 and Tracts E and F.

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

PREVIOUS ACTIONS ON OR NEAR THE PROPERTY

1. The Preliminary Plan and Memorandum of Understanding (MOU) for Creekmoor were approved by City Council on January 26, 2004.
2. Cunningham at Creekmoor 1st Plat, located directly to the west, was recorded on February 24, 2009

ENGINEERING DIVISION COMMENTS

The Engineering Division reviewed the application for the Cunningham at Creekmoor Second Plat and indicated that there are public facilities adjacent to the property of sufficient size and capacity to serve the site without undue burden to the City of Raymore. Please see attached memorandum for specific comments.

STAFF COMMENTS

1. The current bulk and dimensional standards for the “PUD” Planned Unit Development Residential District zoning classification for the property is provided below:

Current	
Minimum Lot Area	
per lot	8,400 sq ft
per dwelling unit	8,400 sq ft
Minimum Lot Width (ft.)	70 feet; 30 cul-de-sac lot
Minimum Lot Depth (ft.)	100
Yards, Minimum (ft.)	
Front	25

rear	25
side; exterior	20
side; interior	7.5
Maximum Building Height (feet)	35
Maximum Building Coverage (%)	30

- The proposed final plat is slightly modified from the approved preliminary plat. The preliminary plat showed Bentwater Drive (part of the 1st plat) as the primary entrance into the Cunningham subdivision from N. Madison Street. That entrance has been relocated south with the addition of Granshire Lane.

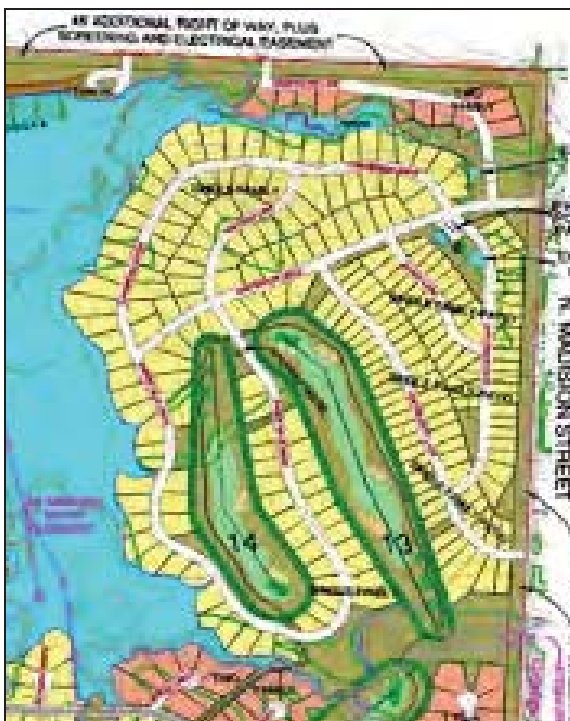


Illustration from approved preliminary plat

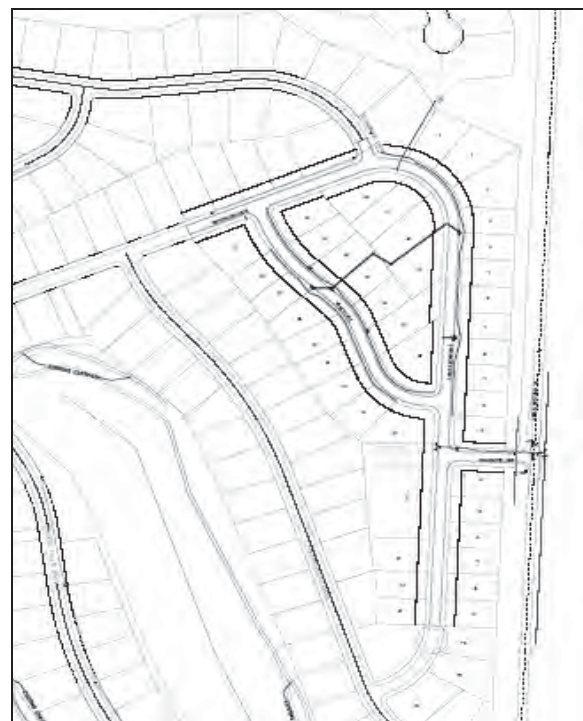


Illustration of the changes to the preliminary plat

- The pool has been relocated from the location indicated on the preliminary plan. The pool will be located in the open space at the southwest corner of Granshire Lane and Bentwater Drive.
- The street names and roadway alignments shown on the preliminary plat have been changed slightly to reflect the vacation of the First plat.
- Tract E and Tract F are located on the eastern perimeter of the subdivision providing a buffer along North Madison Street.

6. The applicant indicated that they will construct a right-turn lane on North Madison Street at Granshire Lane.
7. South Metropolitan Fire Protection District reviewed the final plat and had concerns about the number of street alignments in the City, and suggested that Granshire Lane be moved north to become a continuation of March Lane.
8. Temporary turn-arounds will need to be constructed at the north and south ends of Bentwater Drive, and the northern terminus of March Lane for fire and safety purposes.
9. The applicant will be required to submit a street light plan for City approval and pay the cost of providing and installing the streetlights in accordance with the approved street light plan. The required street lights shall be installed and be operational prior to the acceptance of the Improvements for the subdivision.
10. A grading permit has been issued, allowing site work to commence on the subdivision phase. These permits can be issued prior to final plat approval if a valid preliminary plat exists and the Public Works Director has approved the plans.

PLANNING COMMISSION PROPOSED FINDINGS OF FACT

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

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

The final plat differs slightly from the Preliminary Development Plan and Memorandum of Understanding. The applicant has also submitted an application to vacate the First plat of the Cunningham subdivision. The changes from the the Preliminary Development Plan were made to reflect the vacation of the First plat.

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

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

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

The proposed plat complies with the conditions of the Memorandum of Understanding that was attached to the approval of the preliminary plat.

REVIEW OF INFORMATION AND SCHEDULE

<u>Action</u>	<u>Planning Commission</u>	<u>City Council 1st</u>	<u>City Council 2nd</u>
	June 6, 2017	June 26, 2017	July 10, 2017

STAFF RECOMMENDATION

Staff recommends that the Planning and Zoning Commission accept the staff proposed findings of fact and forward Case #17016 Cunningham at Creekmoor Second Final Plat to the City Council with a recommendation of approval.

PLANNING COMMISSION ACTION 6/6/2017

The Planning and Zoning Commission, at its June 6, 2017 meeting, voted 9-0 to accept the staff proposed findings of fact and forward Case #17016 Cunningham at Creekmoor Second Final Plat to the City Council with a recommendation of approval.

Memo

To: Planning and Zoning Commission
From: Edward Ieans, Assistant Public Works Director
CC: File
Date: May 31, 2017
Re: Final Plat: Cunningham of Creekmoor, Second Plat: Lots 69 Through 104, Tract E and F

The Creekmoor property is located generally in the southwest quadrant of the 155th Street and Madison Street intersection and encompasses approximately 990 Acres. This phase of the development, Cunningham Second of Creekmoor - Lots 69 through 104, is approximately 14.17 acres.

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

Sanitary Sewer:

The lots will be served by an 8 inch sanitary sewer. The sanitary sewer will be connected to the existing sewer that is approximately 2600 feet west of North Madison Street.

Water System:

The site will be served by installing an 8" main along Bentwater Drive and March Lane and connecting to a 12 inch main extension in Hampstead Lane. This 12 inch main extension will be 3400 feet and will extend to the east to serve Cunningham 2 and all adjacent plats.

Transportation System:

This phase of the project includes the construction of Bentwater Drive, March Lane and Granshire Lane. These roads will be constructed to city standards. Modify the Cul de sacs to match the "tear drop" shape shown on the improvement plans.

A street lighting plan will be submitted to provide lighting to Bentwater Drive, Granshire and March Lane.

Storm Water Management:

The proposed stormwater conveyance system will accommodate the runoff from the watershed. Installing and maintaining erosion control measures will be critical throughout the entire build-out of the property. Storm water improvements, rain gardens or various bmp's including a stormwater treatment maintenance agreement will be provided to meet water quality standards and control runoff.

Recommendation:

The Engineering Division reviewed the application and found that the Final Plat for Cunningham of Creekmoor, Second Plat, Lots 69 Through 104, Tract E and F complies with the design standards of the City of Raymore.

The Engineering Division recommends approval of this application.

PLANNING AND ZONING COMMISSION
MEETING MINUTES EXCERPT
JUNE 6, 2017

7. **New Business -**

a. Case #17016 - Cunningham at Creekmoor Second Plat

Commissioner Bowie arrived at 7:04 p.m.

Chairman Faulkner asked about comments made in the memorandum submitted by South Metropolitan Fire Protection District on the case regarding concerns related to street alignment.

David Gress, Associate Planner, indicated Granshire Lane was a relocation of the previous entrance to the Cunningham neighborhood to avoid a stream crossing. The road was moved further south. Mr. Gress stated South Metro was suggesting a continuation of existing streets to limit the total number of new streets.

Steve Warger, representing Cooper Land Development, stated the main entrance to Cunningham was relocated further south to avoid a stream crossing and to improve sight distances for vehicle movements.

Chairman Faulkner asked whether teardrop design needs to be incorporated into any temporary cul-de-sacs being constructed as part of the Cunningham Second plat.

Ed leans, Assistant Public Works Director, commented there is no need to add teardrop design to any temporary cul-de-sacs.

Commissioner Crain asked if the comments from South Metro were a public safety concern.

Mr. Gress stated the comment was more related to the total number of street segments. The comment was not perceived as a public safety issue.

Chairman Faulkner stated that South Metro made suggestions, not requirements.

Mike Fleming, City Attorney representative, agreed.

Motion by Chairman Faulkner, Seconded by Commissioner Sarsfield, to accept the staff proposed findings of fact and forward case #17016, Cunningham at Creekmoor Second Plat, to the City Council with a recommendation of approval.

Vote on Motion:

Chairman Faulkner	Aye
Commissioner Anderson	Aye
Commissioner Armstrong	Aye
Commissioner Bowie	Aye
Commissioner Crain	Aye
Commissioner Fizer	Aye
Commissioner Meuschke	Aye
Commissioner Sarsfield	Aye
Mayor Turnbow	Aye

Motion passed 9-0-0.



Development Agreement

For

***Cunningham at Creekmoor Second Plat -
Lots 69 through 104, and Tracts E & F***

Legal Description Contained on Pages 2-3

**Between Cooper Land Development, Inc., Grantor
and**

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

July 10, 2017

DEVELOPMENT AGREEMENT

THIS AGREEMENT, MADE THIS 10th day of July, 2017 by and between, **Cooper Land Development, Inc.** hereinafter referred to as "Sub-divider" and the City of Raymore, Missouri, a Municipal Corporation, hereinafter referred to as "City".

WHEREAS, Sub-divider seeks to obtain approval from the City for a subdivision to be known as **Cunningham at Creekmoor Second Plat - Lots 69 through 104, and Tracts E &F**, which is located in the City of Raymore, Cass County, Missouri, and;

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

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

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

GEOGRAPHIC LOCATION:

1. The terms of this agreement apply to the following property and all portions thereof: **Cunningham at Creekmoor Second Plat - Lots 69 through 104, and Tracts E &F**

ALL THAT PART OF THE NORTHEAST 1/4 OF SECTION 4, TOWNSHIP 46 NORTH, RANGE 32 WEST, IN RAYMORE, CASS COUNTY, MISSOURI BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 4; THENCE SOUTH 2°29'41" WEST ALONG THE EAST LINE OF SAID NORTHEAST 1/4, A DISTANCE OF 688.43 FEET TO THE INTERSECTION OF SAID EAST LINE AND THE EASTERLY EXTENSION OF THE SOUTH RIGHT OF WAY LINE OF BENTWATER DRIVE AS ESTABLISHED BY THE PLAT OF CUNNINGHAM AT CREEKMOOR FIRST PLAT, AND THE POINT OF BEGINNING OF THE TRACT OF LAND TO BE HEREIN DESCRIBED; THENCE NORTH 87°30'20" WEST, A DISTANCE OF 103.66 FEET; THENCE ALONG A CURVE TO THE LEFT TANGENT TO THE LAST DESCRIBED COURSE HAVING A RADIUS OF 975.00 FEET, A CENTRAL ANGLE OF 0°42'18", FOR AN ARC LENGTH OF 12.00 FEET; THENCE SOUTH 56°11'19" WEST, A DISTANCE OF 156.42 FEET; THENCE NORTHWESTERLY ALONG A CURVE TO THE LEFT HAVING AN INITIAL TANGENT BEARING OF NORTH 32°27'13" WEST, A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 28°06'55", FOR AN ARC LENGTH OF 98.14 FEET; THENCE SOUTH 48°01'15" WEST, A DISTANCE OF 249.54 FEET; THENCE NORTH 40°28'48" WEST, A DISTANCE OF 39.10 FEET; THENCE SOUTH 57°12'46" WEST, A DISTANCE OF 151.59 FEET; THENCE SOUTH 65°22'30" WEST, A DISTANCE OF 50.66 FEET; THENCE SOUTH 52°37'04" WEST, A DISTANCE OF 130.99 FEET TO A POINT ON THE NORTHEASTERLY LINE OF LOT 67 OF THE AFOREMENTIONED FIRST PLAT; THENCE SOUTH 40°16'08" EAST, THIS AND SUBSEQUENT COURSES ALONG THE NORTHEASTERLY LINE OF LOTS 62 THROUGH 67 OF SAID FIRST PLAT, A DISTANCE OF 31.38 FEET; THENCE SOUTH 36°45'39" EAST, A DISTANCE OF 92.92 FEET; THENCE SOUTH 31°43'29" EAST, A DISTANCE OF 321.16 FEET TO THE SOUTHEASTERLY CORNER OF SAID LOT 62; THENCE SOUTH 46°16'06" EAST, A

DISTANCE OF 123.27 FEET; THENCE SOUTH 89°05'34" EAST, A DISTANCE OF 180.13 FEET; THENCE SOUTH 2°29'41" WEST, A DISTANCE OF 265.66 FEET; THENCE NORTH 87°30'19" WEST, A DISTANCE OF 150.89 FEET; THENCE SOUTH 7°27'40" EAST, A DISTANCE OF 169.72 FEET; THENCE SOUTH 2°35'25" WEST, A DISTANCE OF 72.70 FEET; THENCE SOUTH 87°30'19" EAST, A DISTANCE OF 377.32 FEET TO A POINT ON THE EAST LINE OF SAID NORTHEAST 1/4; THENCE NORTH 2°29'41" EAST, ALONG SAID EAST LINE, A DISTANCE OF 1312.14 FEET TO THE POINT OF BEGINNING CONTAINING 617,381 SQUARE FEET OR 14.173 ACRES, MORE OR LESS.

REQUIRED IMPROVEMENTS:

1. In accordance with the policies and ordinances of the City, the public improvements described herein shall be constructed and installed on the terms and conditions hereinafter contained. Public improvements within the Subdivision will be installed in accordance with the City of Raymore Standard Contract Documents and Technical Specifications & Design Criteria for Utility and Street Construction dated May 2016.
2. The public improvements are to be designed and installed at the Sub-divider's expense by the Sub-divider and are hereinafter referred to as "Improvements".
3. It shall be the obligation of the Sub-divider to furnish to the City plans and specifications for construction of the Improvements. Before any construction is commenced, the City Public Works Director shall approve plans and specifications for the Improvements. Once the City Public Works Director has approved the plans, any changes to the plans must be submitted to the City Public Works Director for approval.
4. The Sub-divider shall submit the appropriate grading/site/erosion control plan including appropriate sidewalk, meter elevations, and manhole elevations to the City Public Works Director for approval for development of the project. Before any construction is commenced within that phase, the City Public Works Director must approve plans for all required Improvements. It shall be the Sub-divider's responsibility to assure compliance with grading plans.
5. The Sub-divider shall provide a copy of all required State and Federal permits to the City Public Works Director prior to issuance of any City permits.
6. The Sub-divider shall provide and pay for all engineering and surveying necessary to design and construct the Improvements. The Sub-divider shall pay for all other engineering and surveying necessary to design and construct other improvements to the property.
7. The Sub-divider agrees to submit a street light plan for City approval and pay the cost of providing and installing the streetlights in accordance with the

approved street light plan. The required street lights shall be installed and be operational prior to the acceptance of the Improvements for the subdivision.

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

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

INSTALLATION AND MAINTENANCE

1. Prior to the issuance of building permits, the Sub-divider shall install all Improvements as shown on approved engineering plans of said subdivision and the City Council shall have accepted by Resolution all Improvements.

2. The Sub-divider shall be responsible for the maintenance of the Improvements for a period of two years after acceptance thereof by the City, in accordance with the City specifications and policies.

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

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

FEES, BONDS & INSURANCE

1. The Sub-divider agrees to pay to the City a 1% Plan Review Fee and 5% Construction Inspection Fee based on the project engineer’s estimate or contract

development costs of all Improvements as shown on approved engineering plans of said subdivision. The City Public Works Director shall review and determine that the costs, as presented, are reasonable. A list of these fees is provided in Attachment A.

2. The Sub-divider agrees to indemnify the City with a Certificate of Insurance as required in the Unified Development Code of the City of Raymore.
3. The Sub-divider agrees to furnish performance bonds as required in the Unified Development Code of the City of Raymore.
4. Prior to acceptance of Improvements within said subdivision, Sub-divider will provide a guarantee in the form of a Maintenance Bond that is satisfactory to the City Public Works Director. This guarantee shall be based on 50% of the cost of all Improvements shown on approved engineering plans and shall be for a period of two years after acceptance by the City.
5. The Sub-divider agrees to pay to the City, a \$9 per acre fee for the placement and maintenance of outdoor warning sirens. The cost of these fees is provided in Attachment A.
6. The Sub-divider agrees to pay any **fees in lieu of parkland dedication** that are required in accordance with City Code. The total fee due for **Cunningham at Creekmoor Second Plat - Lots 69 through 104, and Tracts E & F** is **\$5,174.28 (Five Thousand One Hundred and Seventy Four dollars and twenty eight cents)**. Fees paid at the time building permit applications are to be made at a rate of One Hundred Forty-Three dollars and seventy-three cents **(\$143.73) per dwelling unit**.
7. Per Ordinance #20004, the license (excise) tax for building contractors will be charged at the time of building permits at the applicable rate at the time each building permit application is approved.

ADDITIONAL REQUIREMENTS

1. The Sub-divider agrees to comply with the regulations and policies of the utility companies having facilities within the City limits.
2. The operation of the Low Pressure Sewer System that serves lots within Cunningham at Creekmoor Second Plat shall be maintained in accordance with the applicable provisions of the Memorandum of Understanding.

GENERAL PROVISIONS

1. The parties agree that execution of this agreement in no way constitutes a waiver of any requirements of applicable City ordinances with which the Sub-divider must comply and does not in any way constitute prior approval of any future proposal for development.
2. The covenants herein shall run with the land described in this agreement and shall be binding and insure to the benefit of the parties hereto and their successors or assigns and on any future and subsequent purchasers.
3. This agreement shall constitute the complete agreement between the parties and any modification hereof shall be in writing, subject to the approval of the parties.
4. If, at any time, any part hereof has been breached by Sub-divider, the City may withhold approval of any or all building permits applied for in the subdivision, until breach or breaches has or have been cured.
5. This agreement shall be recorded by the Sub-divider and its covenants shall run with the land and shall bind the parties, their assign and successors, in interest and title.
6. Any provision of this agreement which is not enforceable according to law will be severed herefrom and the remaining provisions shall be enforced to the fullest extent permitted by law.
7. The undersigned represent that they each have the authority and capacity from the respective parties to execute this Agreement. This Agreement shall not be effective until approved by ordinance duly enacted by the City Council of the City of Raymore, Missouri.
8. The Sub-divider hereby warrants and represents to the City as inducement to the City's entering into this Agreement, that the Sub-divider's interest in the Subdivision is as a fee owner.
9. The Sub-divider and City acknowledge the Memorandum of Understanding for Creekmoor Subdivision, executed by both parties and approved by City Council on January 26, 2004, June 26, 2006, July 24, 2006, July 23, 2007, July 27, 2015, and June 13, 2016 remains in effect.
10. Whenever in this agreement it shall be required or permitted that Notice or demand be given or served by either party to this agreement to or on the other party, such notice or demand shall be delivered personally or mailed by certified United States mail (return receipt requested) to the addresses hereinafter set forth. Such notice or demand shall be deemed timely given when delivered personally or when deposited in the mail in accordance with the above.

If to the City, at:

City Manager
100 Municipal Circle
Raymore, MO 64083

If to the Sub-divider, at:

William H. Kennedy, III, Esq.
903 North 47th Street.
Rogers, AR 72756

11. The Sub-divider acknowledges that this plat will expire within one year of the date the Raymore City Council approves an ordinance approving **Cunningham at Creekmoor Second Plat Lots 69 through 104 and Tracts E and F**; and that failure for any reason to record the plat does not obligate the City to re-approve the plat no matter what improvements may have been completed in furtherance of the current plat known as **Cunningham at Creekmoor Second Plat Lots 69 through 104 and Tracts E and F**.

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

(SEAL)

THE CITY OF RAYMORE, MISSOURI

Kristofer P. Turnbow, Mayor

Attest:

Jean Woerner, City Clerk

Sub-divider – Signature

Printed Name

Sub-divider – Signature

Printed Name

Subscribed and sworn to me on this
the _____ day of _____ 20__
in the County of _____,
State of _____.

Stamp:

Notary Public: _____ My Commission Expires: _____

Attachment A

FEE CALCULATION FOR CUNNINGHAM AT CREEKMOOR SECOND PLAT

Total Cost for 'New' Public Improvements: \$740,860.50

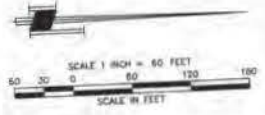
All fees and deposits shall be paid prior to recording the final plat. The land disturbance permit fee and erosion control financial security deposit shall be paid prior to commencement of any land disturbance activity (site grading), or if no land disturbance activity started prior to recording of final plat, paid at time of recording final plat.

1	Land Disturbance Permit Fee. [455.010B] 01-00-4170-0000 If fee paid prior to recording of plat, receipt # _____ *must be paid prior to issuance of a land disturbance permit	\$500.00
2	Erosion Control Financial Security Deposit: Developer shall provide financial security for erosion control in the amount of \$1,000 per acre. The first \$5,000 of the financial security must be by cash deposit to the City. [455.010F] 60-00-2811-0000 If deposit paid prior to recording of plat, receipt# _____ *must be paid prior to issuance of a land disturbance permit	\$5,000.00
	Additional erosion control financial security (The remaining deposit above the first \$5,000 due can be paid in cash) [455.010F]: (12.47 ac. total disturbed) If deposit paid prior to recording of plat, receipt# _____ If letter of credit submitted: financial institution: _____ renewal date of letter of credit: _____ *must be paid prior to issuance of a land disturbance permit	\$8,470.00
3	Infrastructure Construction Plan Review Fee: An amount equal to one percent (1%) of the estimated public improvement costs performed by the developer. [445.020H1] 01-00-4182-0000 *must be paid prior to issuance of a construction permit	\$7,408.61
4	Infrastructure Construction Inspection Fee: An amount equal to five percent (5%) of the estimated public improvement costs performed by the developer. [445.020H2] 01-00-4165-0000 *must be paid prior to issuance of a construction permit	\$37,043.03
5	Emergency Outdoor Warning Siren Fee: \$9.00 per acre (14.17 acres) [Schedule of Fees and Charges] 01-00-4185-0000	\$127.53

TOTAL FEES TO BE PAID PRIOR TO RECORDING PLAT.....\$127.53
 TOTAL FEES TO BE PAID PRIOR TO ISSUANCE OF A LAND
 DISTURBANCE PERMIT..... \$13,970.00
 TOTAL FEES TO BE PAID PRIOR TO ISSUANCE OF A
 CONSTRUCTION PERMIT FOR PUBLIC IMPROVEMENTS..... \$44,451.64

FINAL PLAT
CUNNINGHAM AT CREEKMOOR- SECOND PLAT

LOTS 69 THROUGH 104 AND TRACTS E AND F
 A SUBDIVISION IN RAYMORE, CASS COUNTY, MISSOURI
 SECTION 4, TOWNSHIP 46 N. RANGE 32 W



RESERVED PROPERTY:
 UNPLATTED AND
 RESERVED FOR POSSIBLE
 FUTURE DEVELOPMENT

RESERVED PROPERTY:
 UNPLATTED AND
 RESERVED FOR POSSIBLE
 FUTURE DEVELOPMENT

RESERVED PROPERTY:
 UNPLATTED AND
 RESERVED FOR POSSIBLE
 FUTURE DEVELOPMENT

LEGEND

- SETBACK LINE
- UTILITY & DRAINAGE
- EASEMENT
- SUBDIVISION
- BOUNDARY
- COMBINATION BLOCK
- SETBACK LINE &
- UTILITY/DRAINAGE
- EASEMENT LINE

Chart of "Grinder Pump Lots"
 No lots on this plat are to be served by the low pressure grinder system.

SURVEYOR'S CERTIFICATION:
 I HEREBY CERTIFY THAT I HAVE MADE A SURVEY OF THE PREMISES DESCRIBED HEREIN WHICH MEETS OR EXCEEDS THE CURRENT MISSOURI MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS AS ADOPTED BY THE MISSOURI BOARD FOR ARCHITECTURE, PROFESSIONAL ENGINEERS, PROFESSIONAL LAND SURVEYORS AND LANDSCAPE ARCHITECTS AND I FURTHER CERTIFY THAT I HAVE COMPLIED WITH ALL STATUTES, ORDINANCES AND REGULATIONS GOVERNING THE PRACTICE OF SURVEYING AND PLATTING OF SUBDIVISIONS AND THAT THE RESULTS OF SAID SURVEY ARE REPRESENTED ON THIS PLAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF.

ANDERSON
 SURVEY COMPANY
 203 N. W. EXECUTIVE WAY
 LEE'S SUMMIT, MISSOURI 64063
 (816) 246-5050

SOUTHEAST CORNER
 SECTION 4, TOWNSHIP 46 NORTH,
 RANGE 32 WEST
 FOUND CORNERED REMAINT

POINT OF COMMENCING
 SURVEY AT THE
 NORTHEAST CORNER OF THE
 SECTION 4, TOWNSHIP 46 NORTH,
 RANGE 32 WEST
 FOUND CORNERED REMAINT



**CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM**

DATE: June 26, 2017

SUBMITTED BY: Jim Cadoret

DEPARTMENT: Community Development

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

TITLE / ISSUE / REQUEST

Bill 3276
Request Council to amend Section 500.090(A) of the Building Code

FINANCIAL IMPACT

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

PROJECT TIMELINE

Estimated Start Date
n/a

Estimated End Date
n/a

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

At its Feb. 20 work session, Council members discussed issues related to the non-payment of utility bills. One concern identified was that the City issued permits to builders who were delinquent in their payments on a utility bill for a property they owned in the City.

Bill 3276 proposes to prohibit the issuance of a building permit to a person, firm or corporation that is delinquent on payment of fees and charges due to the City. If a builder submits an application for a building permit, but is delinquent on payment of any fee or charge due to the City, then no new permits for that builder will be issued until said fee or charge is paid.

Staff recommends approval of Bill 3276.

BILL 3276

ORDINANCE

“AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AMENDING SECTION 500.090(A): ISSUANCE OF PERMITS, ADOPTED AS PART OF THE BUILDING REGULATIONS OF THE RAYMORE CITY CODE.”

WHEREAS, the the current building code for the City of Raymore was adopted on April 8, 2013; and

WHEREAS, the Building Official is responsible to review all building permit applications and verify compliance with any applicable code or regulation adopted by the City; and

WHEREAS, the City Council of the City of Raymore, Missouri, has determined the need to ensure that prior to issuance of any building permit that all fees and charges due to the City of Raymore are paid.

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

Section 1. Section 500.090(A) of the City Code is hereby repealed in its entirety and re-enacted as follows:

SECTION 500.090: ISSUANCE OF PERMITS; EXPIRATION OF PERMITS AND APPLICATIONS; SUSPENSION OR REVOCATION OF PERMITS

A. *Generally.*

1. *Application examined.* The Building Official shall examine or cause to be examined the application and accompanying construction documents filed by an applicant for a permit under this Chapter. Such construction documents may be reviewed by other Departments of the City to verify compliance with any applicable laws under their jurisdiction. If the Building Official finds that the work described in an application for a permit and the construction documents filed therewith conform to the requirements of this Chapter and other pertinent laws and ordinances, and that the fees specified in the fee schedule have been paid, a permit shall be issued to the applicant.

2. *Withholding issuance of permit for payment of fees and charges.* No building permit shall be issued to a person, firm or corporation that is delinquent on payment of fees and charges due to the City for any property in the City. Additionally, if a fee or charge is due to the City for service to, or work upon, the property for which a building permit is requested, no permit shall be issued until full payment is received.

- 2.3 *Time limitation of application.* An application for a permit for any proposed work shall expire by limitation and be deemed to have been abandoned ninety (90) days after the date of filing, unless such application has been pursued in good faith or a permit has been issued; except that the Building Official is authorized to grant one or more extensions of time for additional periods not exceeding thirty (30) days each. The extensions shall be requested in writing and justifiable cause demonstrated. Plans and other data submitted for review, but deemed to have been abandoned, may thereafter be returned to the applicant or destroyed by the Building Official. In order to renew action on an application after expiration, the applicant shall resubmit plans and pay a new plan review fee in accordance with the fee schedule in Section 500.095.

- 3.4 *Stamped documents.* When the Building Official issues a permit where construction documents are required, he/she shall endorse in writing or stamp the construction documents "Reviewed for Code Compliance." Such stamped construction documents shall not be changed, modified or altered without authorization from the Building Official, and all work regulated by this Chapter shall be done in accordance with the endorsed/ stamped construction documents.

- 4.5 *Phased review for code compliance.* The Building Official may issue a

permit for the construction of part of a building, structure, or building service equipment before all of the construction documents for the entire building, structure or building service equipment have been submitted or reviewed for code compliance, provided adequate information and detailed statements have been filed complying with all pertinent requirements of this Chapter. The holder of such permit shall proceed at his or her own risk without assurance that the permit for the entire building, structure or building service will be granted.

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

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

DULY READ THE FIRST TIME THIS 26TH DAY OF JUNE, 2017.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 10TH DAY OF JULY, 2017 BY THE FOLLOWING VOTE:

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

ATTEST:

APPROVE:

Jean Woerner, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature



**CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM**

DATE: June 26, 2017

SUBMITTED BY: Jim Feuerborn

DEPARTMENT: Administration

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

TITLE / ISSUE / REQUEST

Bill 3280
Award of Contract - Solid Waste Disposal - Jim's Disposal Service, LLC

FINANCIAL IMPACT

Award To: Jim's Disposal Service, LLC
Amount of Request/Contract: \$12.41 per residence per month - regular service
Amount Budgeted:
Funding Source/Account#:

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
January 1, 2018	December 31, 2020

STAFF RECOMMENDATION

Staff recommends award of contract to Jim's Disposal Service, LLC

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

Contract

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

Currently, the city contracts with Town & Country Disposal, owned by WCA Waste Corporation, to provide citywide residential solid waste, recycling and yard waste pickup. Included in that contract is a provision to also provide "special item" or bulky item pickup.

This contract will expire on Dec. 31, 2017. Accordingly, staff issued a Request for Proposal (RFP) to provide these services beginning Jan. 1, 2018. At the same time staff was preparing the Request for Proposal, staff from the City of Belton informed Raymore staff that it was issuing its own RFP for the same services there. Staff from both cities joined together to issue one joint RFP to take advantage of the economies of scale that would be realized by giving a single bidder the opportunity to serve the entire area.

While a single RFP was issued, the responding bidders were advised that each city would issue its own contract for final award.

Six companies responded to the RFP. One of the six was deemed to be non-responsive in that they did not provide a bid bond or notification that they had received Addendum #1 and #2 to the RFP.

The three low bidders for these services were all called in to clarify elements of their proposals and to allow each bidder to outline how they intend to provide the various services required in the contract. This included items such as: type of trucks used, schedule of pickup, carts to be provided, a cart "program," dispatching and customer service protocols, and any restrictions on service.

Following interviews, calls to reference and background checks for all of the proposing companies, staff recommends award of this contract to Jim's Disposal Service, LLC. This company was the low bidder overall in the amount of \$12.41 per month, per resident to be picked up for the basic services of solid waste, recycling, and 10-month yard waste pickup.

Elements of the Proposal:

-Carts-

Each resident will be provided with a 65-gallon solid waste and a 65-gallon recycling cart. Rehrig Pacific will be conducting the trash cart "program" for Jim's Disposal Service. They are located in De Soto, Kansas. Their program will include extensive contact with residents to allow them to change cart sizes prior to delivery if they wish. Residents can choose different cart sizes in writing, online or by telephone. The contract calls for new cart delivery in December 2017. Existing carts will be picked up immediately after the end of the existing contract in January 2018.

-Pickup Days-

Residential pickup will change from a single-day pickup on Wednesdays to a two-day pick-up on Wednesdays and Thursdays. Residents will be informed on which day to expect pick-up service.

-Solid Waste-

No change from current unlimited solid waste service. Residents will still be permitted to put out bagged trash in addition to what is in the cart.

-Recycling-

No change from current unlimited recycling service. Although recycling cart size is larger than the current provider - to try and encourage more recycling - residents can order a smaller cart. Residents can put out recycling that doesn't fit into the cart.

-Yard Waste-

No change in the unlimited yard waste that can be placed at the curb. The same yard waste rules apply (only grass clippings, leaves, vines, hedges, and shrub trimmings, tree trimmings and tree limbs). Yard waste should either be placed in a biodegradable sack or limbs in bundles not to exceed 3' in length and 18" in diameter. The yard waste pickup schedule has been expanded. Yard waste will now be picked up at the same time as trash and recycling from March 1 through Dec. 31.

-Special Item/Bulky Item Pickup-

Residents will now pay \$25 for each item of bulky pickup. The resident will contact Jim's Disposal Service directly and they will be billed independently for this service. If an item is privately picked-up prior to Jim's pick-up, the resident will not be charged.

Jim's Disposal Service will be providing two, free-of-charge, citywide bulky item pick-up days per year as part of the contract. Residents will be able to set out up to five items on these days with a limitation of only one refrigerator per residence at each. A spring and fall pick-up day will be offered, but the details of these pick-up days will be finalized with the City and information provided to residents.

The contract allows for two one-year extensions beyond the initial three-year period provided both parties agree to the extensions.

The City of Raymore charges residents monthly the exact amount of the contract (\$12.41 per residence, per month). There are no other fees assessed to the residents for this service.

BILL 3280

ORDINANCE

“AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH JIM’S DISPOSAL SERVICE, LLC FOR THE PROVISION OF WASTE DISPOSAL SERVICES FOR THE CITY OF RAYMORE, IN ACCORDANCE WITH THE REQUEST FOR PROPOSAL SUBMITTED FOR RFP 17-002.

WHEREAS, the City Council finds that the provision of solid waste disposal services to residents of the City of Raymore is prudent, necessary and in the best interest of the public health, safety and welfare; and

WHEREAS, the City Council previously issued a contract for the provision of residential solid waste disposal services, which is set to expire on Dec. 31, 2017; and

WHEREAS, to provide quality solid waste disposal service for residents at an economically competitive rate, the City has issued a joint Request for Proposals identified as RFP 17-002, with the City of Belton, Missouri, to benefit from economies of scale and avoid overlap in service dates; and

WHEREAS, Jim’s Disposal Service, LLC, an entity organized and existing under the laws of the State of Missouri, with its offices located at 930 N. Chestnut Trafficway, Kansas City, MO 64120, submitted a complete proposal under RFP 17-002 which has been determined will provide the desired quality and economically competitive rates for the solid waste services sought; and

WHEREAS, Jim’s Disposal Service, LLC, has been determined to be the lowest, best responsive bidder for the requested solid waste services under RFP 17-002; and

WHEREAS, City staff negotiated the terms of the proposed contract with Jim’s Disposal Service, LLC, specifically as it relates to the needs of the City of Raymore and for which approval is herein sought; and

WHEREAS, the charges for the solid waste services to be billed to the city by Jim’s Disposal Service, LLC, will be the only charges to residents with no additional fees.

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

Section 1. The Mayor is hereby authorized to approve this Ordinance and the City Manager is hereby directed and authorized to enter into a negotiated contract with Jim's Disposal Service for the provision of solid waste disposal services to the City of Raymore and its citizens.

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

Section 3. The City Manager is authorized to approve payments, charges and billing services for the solid waste disposal services provided to the City of Raymore and its citizens.

Section 4. The City Manager is authorized and directed to work with representatives of Jim's Disposal Service, LLC in transitioning from the current solid waste disposal service provider to Jim's Disposal Service, LLC, in the months preceding the expiration of the current contract.

Section 5. Effective Date. The effective date of approval of this Ordinance shall be coincidental with the Mayor's signature and attestation by the City Clerk.

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

DULY READ THE FIRST TIME THIS 26th DAY OF JUNE, 2017.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 10th DAY OF JULY, 2017 BY THE FOLLOWING VOTE:

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

ATTEST:

APPROVE:

Jean Woerner, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature



CONTRACT FOR WASTE COLLECTION SERVICES
City of Raymore
Residential Waste Collection

This Agreement is made this 10th day of July, 2017, between Jim's Disposal Service, LLC, an entity organized and existing under the laws of the State of Missouri, with its principal office located at 930 N. Chestnut Trafficway, Kansas City, MO 64120, 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 July 10, 2017 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 Proposals RFP 17-002, the work as described in Appendix A of this contract, and the General Terms and Conditions in Appendix C, commonly referred to as General Terms and Conditions and according to the Agreement set forth here. Contractor agrees to provide all labor, materials, tools, permits, and/or professional services and perform the contracted work in accordance with all specifications, terms and conditions as set forth within RFP 17-002, including insurance and termination clauses as needed or required. The work as specified in Appendix A, may commence upon scheduling and approval of the City.

The awarded Contractor shall agree to offer the prices and the terms and conditions offered herein to the City of Raymore, Missouri and the City of Belton, Missouri as part of a joint proposal. Each jurisdiction that is a party to the joint proposal has the authority to act independently as Administrative Contracting Officer with responsibility to issue purchase orders,

inspect and receive goods, make payment and handle disputes involving its own jurisdiction. If either City cancels their contract before the expiration of the three (3) year term contemplated herein, Contractor shall maintain the same prices, terms and conditions provided herein for the non-cancelling City through the remainder of the contractual term, or until cancelled as otherwise provided herein.

ARTICLE II TIME OF COMMENCEMENT AND COMPLETION

This contract is effective as of July 10, 2017 and coincidental with the City Manager's signature and attestation by the City Clerk and shall remain in effect as described within the attachments. The City desires to enter into a contract for three (3) years. The work as specified under this contract would begin January 1, 2018 and continue through December 31, 2020, unless cancelled by the City according to the provisions in Article VII of this contract, or extended as provided for hereinafter.

Upon satisfactory performance by the Contractor, this contract may be automatically extended for two (2) contract extensions of one (1) year each (starting January 1, 2021 and January 1, 2022, respectively) at the same terms as provided for herein. Rates for services under any extension period shall be controlled by the provisions of Article IV below.

ARTICLE III CONTRACT SUM AND PAYMENT

The Contractor agrees to perform all work described in the Contract Documents and for the monthly and special pickup charges as outlined in Proposal Form E attached.

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

ARTICLE IV CONTRACT PAYMENT

The City agrees to pay the Contractor for the completed work as follows:

The Contractor will bill the City monthly for the number of residential pickups performed. The contractor will monthly provide a list of addresses where services were performed to be verified by the City billing department.

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.

The City shall pay the Contractor within 30 days of receipt of invoice.

After the initial contract year, increases in charges imposed by the Contractor for the next year shall be controlled by the Refuse Rate Index calculated according to the provisions of Appendix B. The City shall be notified by July 1st each year of any increases that may occur pursuant to the Refuse Rate Index. If not notified of any proposed change in price, along with the calculations produced by the Refuse Rate Index, by said date the price will remain unchanged for the next year.

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

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 to the Missouri Department of Labor and Industrial Relations 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 C to the Contract.

ARTICLE VI DAMAGES/DELAYS/DEFECTS

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

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

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

Contractor will promptly (and within 7 days of receiving notice thereof) repair all damage to public and private property caused by their agents or employees. Should damages not be

promptly repaired (within 7 days of receiving notice thereof), the City will authorize the hiring of another Contractor to do the repairs. The original Contractor agrees to promptly pay for the services of any such Contractor hired to do such repairs within 10 days of completion of the repairs.

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

ARTICLE VII RESPONSIBILITIES

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

The Contractor's responsibilities and obligations under this agreement are accepted subject to strikes, outside labor troubles (including strikes or labor troubles affecting vendors or suppliers of Contractor), accidents, transportation delays, floods, fires, or other acts of God, and any other causes of like or different character beyond the control of Contractor. Impossibility of performance by reason of any legislative, executive, or judicial act of any governmental authority shall excuse performance of, or delay in performance of this agreement. The City and the Contractor shall agree upon any delay or cancellation of performance and execute an agreement in writing documenting the excuse of performance or delay in performance of this agreement. In the event Contractor is unable to perform, the Contractor shall notify the City accordingly and shall cooperate with the City to establish alternative collection and disposal efforts, including but not limited to sub-contractors or temporary assignment of this agreement.

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

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

Contractor will supervise and direct the work performed, and shall be responsible for his employees. Contractor will also supervise and direct the work performed by subcontractors and their employees and be responsible for the work performed by subcontractors hired by the contractor. Contractor shall not assign its responsibilities to any subcontractor without the prior written agreement 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 Department of Transportation, 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 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 certified mail, facsimile or e-mail. If the Contractor fails to correct any default after notification of such defaults, the City shall have the right to immediately cancel and/or terminate this agreement by giving the Contractor sixty (60) days written notice, and delivered via certified mail, facsimile or e-mail. In the event this agreement is terminated with cause, the City may hold as retainer the amount needed to complete the work in accordance with bid specifications.

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 e-mail to the Contractor. In the event that this agreement is terminated without cause, the City shall pay for all work completed through the effective date of cancellation..

Any contract cancellation notice shall not relieve the Contractor of the obligation to delivery and/or perform on all outstanding requirements of this agreement and orders issued prior to the effective date of cancellation.

Waiver by the City of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or of any term, covenant or condition. No term, covenant, or condition of this Contract can be waived except by written consent of the City, and forbearance or indulgence by the City in any regard whatsoever shall not constitute a waiver of of same to be performed by the Contractor of the term, covenant or condition, the city shall be entitled to invoke any remedy available to it under the Contract or by law despite any such forbearance or indulgence.

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 acceptance of deficient or unsatisfactory services.

ARTICLE IX DEFAULT AND REMEDIES

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. The arbitrator may allocate damages, costs, and reasonable attorneys fees between the parties.

A. If Contractor shall be in material default or breach of any material provision of this agreement, City may terminate this agreement pursuant to Article VIII, suspend City's performance, withhold payment or invoke any other legal or equitable remedy after giving Contractor sixty (60) days written notice and opportunity to cure such default or breach.

B. If City shall be in material default or breach of any material provision of this Contract, Contractor may terminate this contract or suspend Contractor's performance after giving City sixty (60) days written notice and opportunity to cure such default or breach.

ARTICLE X WARRANTY

Contractor warrants that all workmanship shall be of good quality, in conformance with bid specifications.

Contractor shall comply with the "Customer Service Standards" as established by Appendix A item 16 of this agreement. Following correction Contractor shall immediately inform the City representative of corrective action.

ARTICLE XI 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 XII ENTIRE AGREEMENT

The parties agree that this constitutes the entire agreement and there are no further items or provisions, either oral or otherwise.

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: _____

Jeanie Woerner, City Clerk

(SEAL)

JIM'S DISPOSAL SERVICE, LLC

By: _____

Title: _____

Attest: _____

APPENDIX A
SCOPE OF SERVICES AND SPECIAL PROVISIONS

Residential Waste Collection

CITY OF RAYMORE, MISSOURI

RFP 17-002

The solid waste collections service shall conform to all City of Raymore ordinances regarding solid waste, yard waste, and recyclables and the following specifications or better.

1. **Residential Dwelling Unit** – is defined as any single home, two family unit, four family unit, six family unit, all condominiums/town homes up to six units per building, and all apartment complexes up to six units per building serviced with individual containers.

2. **Excluded Residential Dwelling Units** - Any residential dwelling unit within a community that has private streets, private street lights, total maintenance provided including street maintenance, cleaning, snow removal, yard maintenance, home exterior maintenance including painting and roof replacement, and sidewalk snow removal shall be excluded from this contract. At this time the City has identified the following communities/subdivisions which shall be considered Excluded Residential Dwelling Units. These communities are listed as follows:

Morningview Subdivision
Foxwood Springs
Greenway Villas
Walnut Estates.

An exact list of those addresses within these communities/subdivisions which shall be excluded will be agreed upon by the City and the Contractor prior to the beginning of services as outlined in this contract. This list may be expanded by ten (10) days written notice provided to Contractor by the City.

3. **Curb Collection** – The Contractor shall provide solid waste, yard waste, and single-stream commingled recyclables, collection removal and disposal service to all residential dwellings (including condominiums) within the corporate limits of the City, except as to the Excluded Residential Dwelling Units. There shall be once a week collection of solid waste, yard waste, and recyclables from the curb of the premises. On collection days all refuse containers and items of refuse shall be placed at a designated collection point. The Contractor will not be required to collect refuse from the inside of the buildings. As listed above, the City has four communities that shall be excluded from these services and shall not have charges assessed against the units within them. Contractor will have no responsibility for pickup within them.

4. **House line Service to Hardship Customers** - Hardship Customers shall be defined as

medically disabled or elderly residential customers as approved by the City. A list of Hardship Customers shall be provided by the City to the Contractor and updated at least monthly with notice to the Contractor as provided herein. The Contractor shall collect once weekly from each Hardship Customer the solid waste, recycling, and yard waste placed in front of the Hardship Customer's residence, anywhere between the residence and the street. Carts and containers of Hardship Customers shall be returned to the original point of placement in front of the Hardship Customer's residence.

5. **Collection Vehicles** – Contractor and if used Subcontractors shall furnish the necessary vehicles for the collection of solid waste, yard waste, and recyclables in non-leakable vehicles provided with tops or coverings to guard against spillage, and shall conceal said contents from view; said vehicles to be kept covered or closed at all times except when being loaded or unloaded.
6. **GPS Service Availability** - Contractor shall utilize GPS technology to monitor truck location and vehicle stops on collection routes. Contractor shall supply the City with online access to the GPS service for monitoring if contracted to do so.
7. **Definitions** – Whenever the terms “solid waste,” “yard waste,” or “recyclables” is used in these specifications, it shall be construed as follows:

Solid Waste: All semi-solid and solid waste derived from and during the procurement, storage, processing, cooking and consumption of food materials of animals, vegetable or synthetic origin which are intended for and are used by residents, for the refreshment or sustenance of human beings or animals. Solid waste shall not include dead animals, animal parts, household hazardous waste such as wet paint, pesticides, strong clean air agents, tires, auto batteries, and combustibles of all kinds. Solid waste shall not include ashes stored in ash pits, part of trees, bushes and soil, mortar, plaster, concrete, bricks, stone, gravel, sand and all waste or leftover materials resulting from grading, excavation, construction, alteration, repair or wrecking of buildings, structures, walls, roofs, roads, streets, walks or other facilities and such items of rubbish whose weight, size dimension, and shape require more than one man for removal.

Potential Recyclables means the following –

Containers:

- Aluminum and metal food cans
- Aluminum trays and foil
- Aseptic packaging and gable top containers (milk and juice cartons)
- Steel cans and tins

Plastics:

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

Paper:

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

Yard waste: Yard waste includes grass clippings, leaves, vines, hedges and shrub trimmings, tree trimmings, and tree limbs. Residents may bundle limbs with twine or rope (bundle dimensions must not exceed 3-feet in length and 18-inches in diameter.) Yard waste does not include dirt or rocks.

Large Household Items: Large household items mean those items other than normal household trash including, but not limited to: appliances, furniture, and any other items which cannot be safely and conveniently loaded into a solid waste transportation vehicle. Specifically excluded are concrete and bricks, vehicle parts, tires, abandoned cars and car parts, whole trees, and construction materials.

8. **Special Pick-Ups** – shall be defined as large household items as defined above and any other items that cannot be disposed of at landfills, **not including hazardous waste**. Property owner must schedule the pick-up with the contractor with at least 48-hours notice, prior to pick-up. Contractor shall provide contact name, phone number and email address. This information will be placed on the City website for residents to contact regarding said pick ups. Each pick-up of this type will be billed to the resident with the exception of the two “Large Household Item” pickup days outlined in this contract. Construction materials generated by building contractors or residents are not a part of this pick-up. Building contractors or residents would be expected to secure roll-off service independent of this contract for pick-up of construction materials.

9. **Christmas Tree Disposal** – The Contractor will be required to pick up Christmas trees at the curb during the month of January on the resident’s regular yard waste collection day.
10. **Holiday Schedule** – Contractor has agreed on “No Holidays” to be included in contract.
11. **Collection Routes** – The Contractor shall establish routes for the collection of solid waste, yard waste, and recyclables. The Contractor’s collection schedule and collection routes shall be filed with the City Manager, or their designee as provided in writing.
12. **Collection Times** – No collection shall be made before 7:00 a.m. or after 7:00 p.m., except by express authorization of the designee of the City. No regular collections shall be made from any types of premises on weekends. Saturdays may be permitted for special pickup events and missed pickups from the regular pickup day.
13. **Residential Containers** – Solid waste refuse may be stored in standard trash containers. Contractor shall supply a 65-gallon trash container and a 65-gallon recycle container. If a residence has more solid waste than can fit into the standard trash container, they will be permitted to also place trash bags with solid waste, or recyclables next to the containers or in a similarly sized container purchased by the resident and the Contractor will be required to pick those up as well. Recyclables shall be stored in standard containers supplied by the Contractor, one per dwelling unit. Yard waste shall be stored in biodegradable paper bags supplied by the resident or bundled with twine or rope. If Contractor utilizes tags/stickers for yard waste pick up then Contractor shall provide information on the cost and process for purchase of additional tags/stickers and shall coordinate any educational materials for residents through the City.
14. **Cleanliness** – In the collection of solid waste, yard waste, and recyclables, the Contractor and its employees shall not place the same upon or suffer the same to be placed, or scattered upon any public place, or private street, alley, or drive, and agrees to replace any receptacle, can or lid damaged by it or its employees and upon collection leave the premises in a neat and clean condition. Contractor will not be allowed to transfer solid waste, recyclables, or yard waste from truck to truck in residential areas except where small pickup trucks are utilized in certain areas of the City and need to dispose their loads into a larger vehicle. Any locations within the City where Contractor intends transfer solid waste, recyclables or yard waste from small pickup trucks to larger vehicles must be pre-approved by the City, in writing. In addition, the Contractor will not be allowed to store containers of any kind in common areas or in the City right-of-way. If an unsightly or unsanitary condition results from an action of the Contractor, the Contractor shall respond within four (4) hours of receipt to the satisfaction of the City.
15. **Contractor Report Daily** – The Contractor shall designate a supervisor for collection crews working within the City to assure the duties of such crews are completed per the contract between the City and the Contractor. At least once daily in the a.m. and possibly a second in the p.m., a responsible representative of the Contractor shall make a written report to the City designee to receive any complaints regarding said collection service. In

addition, the supervisor must be accessible via a cell phone between the hours of 7:00 a.m. and 7:00 p.m. on days when collections are made in the City. The cellphone number shall be available to the City designee of the City for direct contact but not for use by the general public.

16. **Customer Service Standards** – All complaints received by the Contractor or the City before 1:00 p.m. shall be resolved by 6:00 p.m. on the day the complaint was received by Contractor. All complaints received by Contractor after 1:00 p.m. shall be resolved by noon the following day. If a pickup is missed and confirmed between the City and Contractor fails to resolve the complaint within the timeframes allowed, a penalty of \$150.00, for each unit missed, will be assessed and deducted from the Contractor's billing. The Contractor shall maintain a daily log of all complaints received and the time that the complaint was resolved. The Contractor shall provide a monthly report to the City, which will include copies of the daily reports of complaints and resolutions for the prior month.
 - a. The City will be the sole judge as to the sufficiency of the work performed by Contractor.
 - b. In the event of an emergency or failure by the Contractor to be able to adequately perform residential waste collection services, the Contractor shall immediately contact the City designee of the City. If a live voice-to-voice conversation is not possible, the Contractor shall contact the Police Department for the City. The Contractor shall follow the instructions of the City to insure the public health, safety and welfare of the City.
17. **Customer Service Center** – The Contractor will operate and maintain a Customer Service Center with the following minimum standards; 1) open between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, during such time, all calls must be answered by a Customer Service Representative; 2) during all other times, calls to the Customer Service Center will be received by an answering service or machine; 3) the Contractor shall implement procedures approved by the City whereby complaints can be received via fax, e-mail and website.
18. **Insurance** – The Contractor shall provide a certificate of insurance which shall indemnify and hold harmless the City from any liability, claim, damage or cause of action which may be sustained by or asserted against the City, directly or indirectly, or in any manner arising out of the performance or failure or performance on the part of the Contractor, and shall cover each vehicle used in the work covered by this agreement. The General Terms and Conditions section in Appendix C of this contract outlines the specifics of the coverage to be provided. The insurance shall be maintained in force during the term of this contract. Said insurance shall be carried in a firm or corporation satisfactory by the City and duly licensed or

permitted to carry on such business in the State of Missouri and the City. Such insurance policy or policies shall be filed with the City together with the certificate of the insurer that the policy or policies are in full force and effect and that same will not be altered, amended, or terminated without sixty (60) days prior written notice having been given the City. All certificates of insurance shall specifically list the City as an additional insured with respect to the policies related to the specifications and the Contract Agreement.

19. **Laws** – The Contractor will be required to obtain all licenses and permits and comply with all ordinances provided in the City of Raymore Code of Ordinances. The Contractor shall at all times comply with all ordinances and regulations of Cass County, and any rules and regulations issued by the State of Missouri.
20. **Volume Report** – Prior to the fifteenth of the each month, the Contractor shall complete the trash/recycling/yard waste monthly volume report for the prior month. In addition, the Contractor shall make recommendations as to how they can increase the tonnage of recyclable material. No payment shall be sent to the Contractor where the City pays the bill unless the volume report is current and submitted in the format used on the attached Proposal Form G.
21. **Administration and Billing** - Pricing should assume that the City will be responsible for the billing component to the residents of the City. The contractor will send a single monthly bill to the City and be paid within 30 days of the receipt of such bill. Base charge billing will be handled by City staff. Special pickups priced separately from the base pricing will be billed by the contractor directly to the residential customer. The City will grant the successful bidder the exclusive franchise for a period of three years to provide these services to the City residents.

This contract and the appendices attached hereto may be utilized for purposes of negotiating and entering into waste service arrangements between contractor and other municipal entities within Cass County, Missouri so long as the same does not alter the current pricing structure, administrative and billing arrangements and the provision of services provided to the City. Under this provision, Contractor may negotiate alternative pricing with other Municipal entities.

REQUIRED SERVICES TO BE PROVIDED

The contractor shall have the responsibility to collect, haul and dispose of all household trash, recyclable and yard waste between 7:00 a.m. and 7:00 p.m. These items will be collected in properly identified trucks. (“Properly identified trucks” means the name, address, and phone number of the Contractor and designation of type of material being collected must be displayed on the truck.) All these services, vehicles, equipment, and collected materials, as described below, are to comply with Missouri Solid Waste Law and local City and County regulations.

- a) Trash to be picked up once a week in Contractor or Resident supplied containers, or

sealed trash bags from the curb line from residential dwelling units (as defined on page 15).

- b) Recyclables are to be picked up once a week in Contractor supplied containers from the curb line. Refer to recyclables definition as defined in the RFP for those items that are defined recyclable. Contractor to indicate which items are recycled in their program on the Proposal Form E.
- c) Yard waste is to be picked up once a week in biodegradable paper bags. Limbs can be bundled and placed at the curb for pick-up. This service will be made available weekly from March 1st to December 31st to the residents. Limbs/bushes will be securely bundled in less than 18 inches diameter. Maximum length is to be less than 36 inches and not more than sixty (60) pounds in weight. Christmas tree pickup available in January each year. Christmas trees should be cut in half if the length is more than 8 feet. All tinsel, lights and ornaments must be removed from Christmas trees.
- d) There will be no scavenging by the Contractor or subcontractor if used or his authorized personnel.
- e) Large household items will be collected by Contractor from the curb free of charge twice a year in spring and fall as part of this contract. Additional large household item pickups may be scheduled with Contractor by residents on an "on call" basis. The resident will need to call or e-mail the Contractor with his/her address so the Contractor can schedule a pick-up. Charges for the service will be billed directly to the resident by the Contractor. Contractor and City shall work together for providing scheduling of the two (2) large household item pickup dates and notifying the residents accordingly.

APPENDIX B REFUSE RATE INDEX

Using the most recent publications of the source documents identified below, the “Refuse Rate Index” adjustment shall be calculated in the following manner:

1. The expenses of performing residential refuse collection and disposal services for the designated period shall be prepared in the attached format (Operating Cost Statement – Description) of this Attachment.

2. The expenses of performing residential refuse collection and disposal services shall be broken down into the following five cost categories: Labor; Fuel; Vehicle Replacement; Maintenance; and All Other. Each cost category is assigned a weighted percentage factor on that cost category’s proportionate share of the total of the cost shown for all costs categories.

3. The following indices are used to calculate the adjustment for each cost category. The change in each index is calculated on a twelve-month period in accordance with the terms of the Contract.

Cost Category	Index of Source Documents
Labor	Employment Cost Index, Compensation for Service Producing Industries. Source: Monthly Labor Review, U.S. Bureau of Labor Statistics
Fuel	Producer Price Index, Light Fuels Oils - #2 Diesel Fuel (0573-03). Source: Producer Price Index, U.S. Bureau of Labor Statistics
Vehicle Replacement	Producer Price Index, Truck & Bus Bodies – Refuse & Garbage (Packer Type) (3713-139). Source: Producer Price Index. U.S. Bureau of Labor Statistics
Vehicle Maintenance	Producer Price Index, Industrial Trucks & Tractors – Parts (3537-3). Source: Producer Price Index, U.S. Bureau of Labor Statistics
All Other	$\frac{3}{4}$ Consumer Price Index, U.S. City Average (Unadjusted,

All Urban Consumers, All Items.) Source: Consumer Price Index Detailed Report, U.S. Bureau of Labor Statistics

4. The percentage weight for each cost category is multiplied by the change in each appropriate index to calculate a weighted percentage for each cost category. The weighted percentage changes for each cost category are added together to calculate the Refuse Rate Index (see example attached).

Refuse Rate Index (Continued)
Operating Cost Statement – Description

Operating Costs

Labor: List all administrative, officer, operation and maintenance salary accounts.
List payroll tax accounts directly related to the above salary accounts.

Fuel: List all fuel and oil accounts.

Vehicle Replacement: List all Collection and Collection related vehicle depreciation accounts.
List all vehicles lease or rental accounts related to Collection or Collection related vehicles.

Vehicle Maintenance: List all Collection or Collection related vehicle parts accounts.

All Other: List all other expense accounts related to the services provided under this Contract. This category includes all insurance including general liability, fire, truck damage, extended coverage and employee group medical and life; rent on property, truck licenses and permits; real and personal property taxes; telephone and other utilities; employee uniforms; safety equipment; general yard repairs and maintenance; office supplies, postage; trade association dues and subscriptions; advertising; employee retirement or profit sharing contributions; and miscellaneous other expenses.

**Refuse Rate Index
Example**

Cost Category	Weight	Index	Source	% Change for year	Weighted Percentage Change
Labor	42.13%	Employment Cost Index, Compensation for Service Producing Industries	Monthly Labor Review, Bureau of Labor Statistics	0.75%	0.31%
Fuel	5.75%	Producer Price Index, Light Fuel Oils - #2 Diesel Fuel	Producer Price Index, Bureau of Labor Statistics	-6.09%	-0.35%
Vehicle Replacement	7.89%	Producer Price Index, Trucks & Bus Bodies - Refuse & Garbage (Packer Type)	Producer Price Index, Bureau of Labor Statistics	5.15%	0.41%
Vehicle Maintenance	8.28%	Producer Price Index, Industrial Trucks & Tractors	Producer Price Index, Bureau of Labor Statistics	3.28%	0.27%
All Other	35.95%	¾ Consumer Price Index, U.S. City Average (unadjusted), All Urban Consumers, All Items	Consumer Price Index Detailed Report, Bureau of Labor Statistics	2.52%	0.68%
TOTAL	100.00%				1.32%

APPENDIX C 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 City designee or their authorized representative (s). The Contractor shall not comply with requests and/or orders issued by any other person. The City designee will designate authorized representatives in writing. Both the City of Raymore and the Contractor must approve any changes to the contract in writing.

B. *Contract Period*

The City desires to enter into a contract for three (3) years, subject to the two (2) extensions for one (1) year each as authorized herein. The awarded contractor shall agree to offer the prices and the terms and conditions offered herein to the City of Raymore, MO and the City of Belton, MO as part of a joint proposal. Each jurisdiction that is a party to the joint proposal has the authority to act independently as Administrative Contracting Officer with responsibility to issue purchase orders, inspect and receive goods, make payment and handle disputes involving its own jurisdiction.

C. *Insurance*

The Bidder/Contractor shall procure, maintain, and provide proof of, insurance coverage's for injuries to persons and/or property damage as may arise from or in conjunction with, the work performed on behalf of the City of Raymore by the Bidder/Contractor, its agents, representatives, employees or subcontractors. The City of Raymore shall be named as an additional insured under such insurance contracts (except for Worker's Compensation coverage). A Certificate of Insurance will be required within ten calendar days from the date of receipt of the Notice of Award. Claims made on policies must be enforce or that coverage purchased for three (3) years after contract completion date.

1. General Liability

Coverage shall be as broad as: Comprehensive General Liability endorsed to include Broad Form, Commercial General Liability forms including Product/Completed Operations.

Minimum Limits

General Liability:

- \$1,000,000 Each Occurrence Limit
- \$ 100,000 Damage to Rented Premises
- \$ 5,000 Medical Expense Limit
- \$1,000,000 Personal and Advertising Injury
- \$2,000,000 General Aggregate Limit
- \$1,000,000 Products & Completed Operations
- \$ 50,000 Fire Damage Limit

2. Excess/Umbrella Liability

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

3. Automobile Liability

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

Minimum Limits

Automobile Liability:

\$1,000,000 Combined Single Limit

\$1,000,000 Each Occurrence Limit

\$5,000 Medical Expense Limit

4. Workers' Compensation

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

D. *Hold Harmless Clause*

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

E. *Exemption from Taxes*

The City 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, disabilities, or sexual orientation except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor; that it will post in conspicuous places, available to employees and applicants for employment, notices setting forth nondiscrimination practices, and that it will state, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that it is an equal opportunity employer. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient to meet this requirement.

The Contractor will include the provisions of the foregoing paragraphs in every subcontract

or purchase order so that the provisions will be binding upon each subcontractor or vendor used by the Contractor.

G. Invoicing

The Bidder shall submit invoices to the City, in duplicate, for services outlined above in Appendix A on a monthly basis.

H. Notice

Except as may be otherwise specifically required herein, all notices to be given according to this agreement shall be in writing and may be given, served or made by delivery in person to the addressee, e-mail, or by depositing the same in the United States mail addressed to the party to be notified, postpaid and registered or certified with return receipt requested. Notice deposited in the mail in accordance with the provisions hereof shall be effective unless otherwise stated in such notice or in this agreement from and after the second day next following the date postmarked on the envelope containing such notice. Notice given in any other manner shall be effective only if and when received by the party to be notified. All notices shall be sent to the following addresses:

If to City: City of Raymore, 100 Municipal Circle, Raymore, MO 64083

If to Contractor: Jim's Disposal Service, 930 Chestnut Trafficway, Kansas City, MO 64120

I. Educational Materials

Contractor shall assist and cooperate with City in the delivery of any educational or information materials regarding the costs, charges, provision of services, scheduling of pickups for regular, bulk, recyclable, or yard waste and any other services provided by Contractor under the terms of this agreement.

J. Severability

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

K. Applicable Laws

This contract shall be governed in all respects by federal law and the laws of the State of Missouri. All work performed shall be in compliance with all applicable City codes.

L. Drug/Crime Free Work Place

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

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

3. Any crimes committed while on City property.

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

M. Escalation of Fees

After the initial contract year, the Refuse Rate Index may be used to determine any increases that would occur for the following years. The City shall be notified by July 1 each year of any increases that may occur and shall be provided with the completed Refuse Rate Index calculations as shown on the example in Appendix B. If not notified by said date the price would hold for the next year.

N. Permits

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

O. Rejection of Bids

The City reserves the right to reject any or all proposals and to waive informalities or deficiencies therein. The City further reserves the right to negotiate with any and all bidders or others for more favorable terms or prices including alternates to the bond, and to award the 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 bid, and to select the bid deemed most advantageous to the City.

P. Release of Information

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

Q. Bid Bond

A bid bond or certified check from a surety or bank, acceptable to the Purchasing Specialist of Raymore and the Finance Director for Belton, in the amount of \$10,000.00 must accompany each proposal. An unacceptable bid security may be cause for rejection of the proposal by either, and/or both the City of Raymore and the City of Belton. No bidder may withdraw his bid for a period of thirty (30) days after the date of opening of bids.

R. 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 \$200,000.00, conditioned

upon the performance by the Contractor of all undertakings, covenants, terms, conditions and agreements of the contract documents for a period of sixty (60) days, 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 of Missouri. The expense of this bond shall be borne by the Contractor. If any time a surety on any such bond is declared as bankrupt or loses its right to do business in the state in which the work is to be performed, the Contractor shall within ten (10) days after notice from the City to do so, substitute an acceptable bond in such form and sum and signed by such other surety or sureties as may be satisfactory to the City. The premiums on such bond shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable bond to the City.

S. 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 \$200,000.00, 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 for a period of sixty (60) days. Such bond shall be executed by the Contractor and a corporate bonding company licensed to transact such business in the state in which the work is to be performed. The expense of this bond shall be borne by the Contractor. If any time a surety on any such bond is declared as bankrupt or loses its right to do business in the State 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.

T. Affidavit of Work Authorization and Documentation:

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

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

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

PROPOSAL FORM A
RFP 17-002

PROPOSAL VALIDITY AND COMMITMENT TO SIGN AGREEMENTS

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

FIRM NAME: Jim's Disposal Service, LLC

ADDRESS: 930 N Chestnut Trafficway
Street

ADDRESS: Kansas City, Missouri 64120
City State Zip

PHONE: (816)221-1932

E-MAIL: ccbyrd2613@att.net ebyrd@jimdisposal.com

DATE: 5/8/2017
(Month-Day-Year)

Charles Byrd
Signature of Officer/Title

DATE: 5/8/2017
(Month-Day-Year)

Jason L. Byrd
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 17-002

CONTRACTOR DISCLOSURES

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

1. Has the Firm been debarred, suspended or otherwise prohibited from doing business with any federal, state or local government agency, or private enterprise? Yes ___ No x
 2. Has the Firm been denied prequalification, declared non-responsible, or otherwise declared ineligible to submit bids or proposals for work by any federal, state or local government agency, or private enterprise? Yes ___ No x
 3. Has the Firm defaulted, been terminated for cause, or otherwise failed to complete any project that it was awarded? Yes ___ No x
 4. Has the Firm been assessed or required to pay liquidated damages in connection with work performed on any project? Yes x No ___
 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 x 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 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 the City.
2. The Firm satisfies all bonding and insurance requirements as stipulated in the solicitation for this project.
3. The Firm and all subcontractors that are employed or that may be employed in execution of the Contract Work shall be in full compliance with the City requirements for Workers' Compensation Insurance.
4. If awarded the Contract Work, the Firm represents that it will not exceed its current bonding limitations when the Contract Work is combined with the total aggregate amount of all unfinished work for which the Contractor is responsible.
5. The Firm represents that it has no conflicts of interests with the City 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 17-002**

EXPERIENCE / REFERENCES

To be eligible to respond to this RFP, the proposing firm must have business experience 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. *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
- Telephone Number
- Project Name, Amount and Date completed

COMPANY NAME	The City of Smithville, Missouri
ADDRESS	107 West Main Smithville , MO 64089
CONTACT PERSON	Steven Garrett
TELEPHONE NUMBER	(816)532-3897
PROJECT, AMOUNT AND DATE COMPLETED	Residential Solid Waste/Recycle Collection Total Value \$1,262,448.00 Date Completed 12/31/2017

COMPANY NAME	The City of Kansas City, Mo.
ADDRESS	414 East 12 th St. Kansas City, MO 64106
CONTACT PERSON	Michael Shaw
TELEPHONE NUMBER	(816)513-6995
PROJECT, AMOUNT AND DATE COMPLETED	EV0846 Residential Solid waste Collection North Zone Current Monthly Total \$310,577.46 Date 5/2009-currently providing service

COMPANY NAME	City of Kansas City, Mo.
ADDRESS	414 East 12th St. Kansas City, MO 64106
CONTACT PERSON	Michael Shaw
TELEPHONE NUMBER	(816)513-6995
PROJECT, AMOUNT AND DATE COMPLETED	EV0703 Residential Curbside Recycling Collection North Zone Current Monthly Total \$140,383.18 Date 5/2009-currently providing service

COMPANY NAME	Waste Management
ADDRESS	2601 Midwest Drive Kansas City, Kansas 66111
CONTACT PERSON	Paul Howe
TELEPHONE NUMBER	(913)208-0739
PROJECT, AMOUNT AND DATE COMPLETED	The Kansas City School District- Solid waste contract Annual Amount \$22,629.36 Date Completed 12/31/2016

COMPANY NAME	Kansas City Area Transportation KCATA
ADDRESS	1200 East 18 th Street Kansas City, MO 64108
CONTACT PERSON	Kurt Wagner
TELEPHONE NUMBER	(816)346-0319
PROJECT, AMOUNT AND DATE COMPLETED	#14-7025-36 Litter Removal and Disposal Service Bus Stops Total Value \$1,574.898.00 Date 9/1/2014- currently providing service

State the number of Years in Business: 18yrs

State the current number of personnel on staff: 8

PROPOSAL FORM D
RFP 17-002

Proposal of Jim's Disposal Service, LLC, organized and existing
(Company Name)
under the law of the State of Missouri, doing business
as a partnership (*)

To the Cities of Belton and 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. 17-002 – Residential Waste Collection.

This work is to be performed in strict accordance with the Agreement, Scope of Services and Special Provisions and all Appendixes, including addendum number(s) 1&2, issued thereto, receipt of which is hereby acknowledged for the prices shown on the attached Proposal Form E.

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.

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

Residential Waste Collection

PROPOSAL FORM E

CONTRACTOR ADMINISTRATION AND BILLING

Pricing for the items below shall reflect once per week pickup and once per month billing of a single residence as defined under "Residential Dwelling Unit" of the RFP:

The charge listed below assumes yard waste and recyclables mandatory (whether or not the customer takes advantage of those items, they will be charged):

Monthly charge for curbside pickup of solid waste, yard waste, and recyclables:

Monthly Charge: \$12.41 per Residential Dwelling Unit.

Charge to residential customer for each Special Pick-Up as defined on page (14) of this RFP:

Charge per Special Pick-Up: \$25.00 per item (bill to resident) per Residential Dwelling

Unit. Monthly charge for GPS monitoring option per residential dwelling unit:

Monthly Charge: \$12.41

PICK UP SCHEDULE AND ROUTES

Include a list of what day/days pick up would occur for the City of Raymore and the City of Belton.

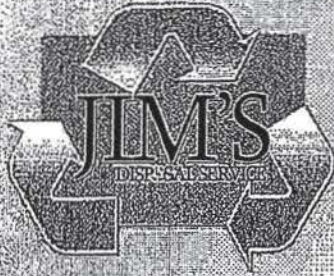
Include a list of routes.

Belton -Monday/Tuesday

Raymore -Wednesday/Thursday

Optional Proposal:

Trash & Recycling without Yard waste \$10.91 per residential dwelling until



Kim Quade CPPB
Purchasing Specialist
City of Raymore
100 Municipal Circle
Raymore, MO 64083

May 9, 2017

RE: Questions Form E and Form B

Dear Ms. Quade,

Per our conversation today regarding questions on Form E & B, and cover letter

Form B Question: Unit monthly charge for GPS monitoring option per residential dwelling unit.

Answer: Monthly charge is \$12.41 no additional cost for the GPS monitoring.

Cover Letter Question: will pricing be the same for a 45 gallon or a 65 gallon trash and recycle?

Answer: Pricing will remain the same for the 45 gallon and 65 gallon on both trash and recycle.

Form B Question: #4. Has the Firm been assessed or required to pay liquidated damages in connection with work performed on any project?

Answer: Yes, in June of 2015 Jims Disposal failed to complete a route. We were the subcontractor of this project we did incur liquidated damages. Please see the attached letter.

Ms. Quade, I hope that I have answered and clarified all your questions. Should you need additional information please feel free to contact me.

Sincerely,

Eartha Byrd

Vice President

Jim's Disposal Service, LLC

Your Trash Is Our Business!

City of Raymore

Kim Quade <kquade@raymore.com>

Re: Questions 8 Form B

1 message

Eartha Byrd <ebyrd@jimdisposal.com>
Reply-To: ebyrd@jimdisposal.com
To: kquade@raymore.com

Tue, May 9, 2017 at 5:23 PM

Ms. Quade, I forgot to send the answer for Question 8 Form B

Question: 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, health or safety laws?

Answer: That answer should be no. That was a mistake on my part.

Sorry for any inconveniences,

Eartha Byrd

Vice President

Jim's Disposal Service, LLC

Office: 816-221-1932

Direct: 816-256-8000

Fax: 816-221-0052

CITY OF FOUNTAINES
 HEART OF THE NATION



KANSAS CITY
 MISSOURI

Public Works Department
 20th Floor, City Hall
 414 East 12th Street
 Kansas City, Missouri 64106

COPY

June 9, 2015

Town and Country Disposal
 P.O. Box #10
 23201 East 235 Street
 Harrisonville, Missouri 64701

Dear Mr. Pesek:

The Public Works Department has determined that Town and Country Disposal failed to collect a portion of Thursday north collection route as scheduled on June 4, 2015. This letter serves as a contractual notification to Town and Country Disposal that the following addresses were not collected as scheduled on June 4, 2015. Furthermore, you reported back the routes were collected when portions had not. Therefore, pursuant to contract EV846, Attachment C, Unresolved Complaints, Special Instructions and Conditions 3b and 3d, the City is invoking the applicable administrative charges in the following amounts:

- 3d, Failure or neglect to fully complete a route on day of scheduled collection- **\$1,500**

Address	Date Occurred	Violation Type	Type of Service	Administrative Charges
3804 NW 74 th St	6/04/2015	Portion of route not complete	Trash	Inclusive
3805 NW 74 th St	6/04/2015	Portion of route not complete	Trash	Inclusive
3808 NW 74 th St	6/04/2015	Portion of route not complete	Trash	Inclusive
3809 NW 74 th St	6/04/2015	Portion of route not complete	Trash	Inclusive
3812 NW 74 th St	6/04/2015	Portion of route not complete	Trash	Inclusive
3813 NW 74 th St	6/04/2015	Portion of route not complete	Trash	Inclusive
3900 NW 74 th St	6/04/2015	Portion of route not complete	Trash	Inclusive
3901 NW 74 th St	6/04/2015	Portion of route not complete	Trash	Inclusive
3905 NW 74 th St	6/04/2015	Portion of route not complete	Trash	Inclusive
3909 NW 74 th St	6/04/2015	Portion of route not complete	Trash	Inclusive
3912 NW 74 th St	6/04/2015	Portion of route not complete	Trash	Inclusive

3913 NW 74 th St	6/04/2015	Portion of route not complete	Trash	Inclusive
3917 NW 74 th St	6/04/2015	Portion of route not complete	Trash	Inclusive
7309 Granby St	6/04/2015	Portion of route not complete	Trash	Inclusive
7107 NW M 9 Hwy	6/04/2015	Portion of route not complete	Trash	Inclusive
7226 NW M 9 Hwy	6/04/2015	Portion of route not complete	Trash	Inclusive
Total				\$1,500

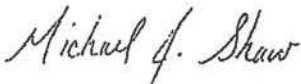
- 3b, Failure or neglect to resolve collection complaint 2:00 p.m. the following calendar day, if the complaint was sent to Contractor by City at 9:31 am or later- **\$150 per dwelling unit**

Address/Case #	Date Reported to Contractor	Date Reported back by Contractor	Contractor Comments	City Staff Verification Date	City Comments	Administrative Charges
3909 NW 74 th St #2015062617	6/5/2015	6/8/2015 10:05 am	Trash picked up 6/5	6/8/2015 2:14 pm	Still out, collected by City Staff	\$150
3917 NW 74 th St #2015062756 #2015062752	6/5/2015	6/8/2015 10:05 am	Trash picked up 6/5	6/8/2015 2:13 pm	Still out, collected by City Staff	\$150
3921 NW 74 th St #2015062760	6/5/2015	6/8/2015 10:05 am	Trash picked up 6/5	6/8/2015 2:21 pm	Still out, collected by City Staff	\$150
7107 NW M 9 Hwy #2015062895	6/5/2015	6/8/2015 10:05 am	Trash picked up 6/5	6/8/2015 4:26 pm	Still out, collected by City Staff	\$150
7226 NW M 9 Hwy #2015062897	6/5/2015	6/8/2015 10:05 am	Trash picked up 6/5	6/8/2015 4:23 pm	Still out, collected by City Staff	\$150
Total						\$750

The assessed administrative charges in the amount of \$2,250 will be deducted from your payments in the month of July 2015.

If you have any comments or questions regarding this matter, please contact me.

Sincerely,



Michael J. Shaw
 Assistant to the Director

CC: Sherri McIntyre, PE
 Contract File



**CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM**

DATE: June 26, 2017

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 3277 Staff is requesting Council to award the 2017 Street Preservation / Mill Overlay Project to Superior Bowen Asphalt Company, LLC
--

FINANCIAL IMPACT

Award To:	Superior Bowen Asphalt Company, LLC
Amount of Request/Contract:	\$724,135.50
Amount Budgeted:	
Funding Source/Account#:	

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
August 2017	November 2017

STAFF RECOMMENDATION

Award Contract to Superior Bowen Asphalt, LLC

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

Bill 3277 Map Contract

REVIEWED BY:

Jim Feuerborn

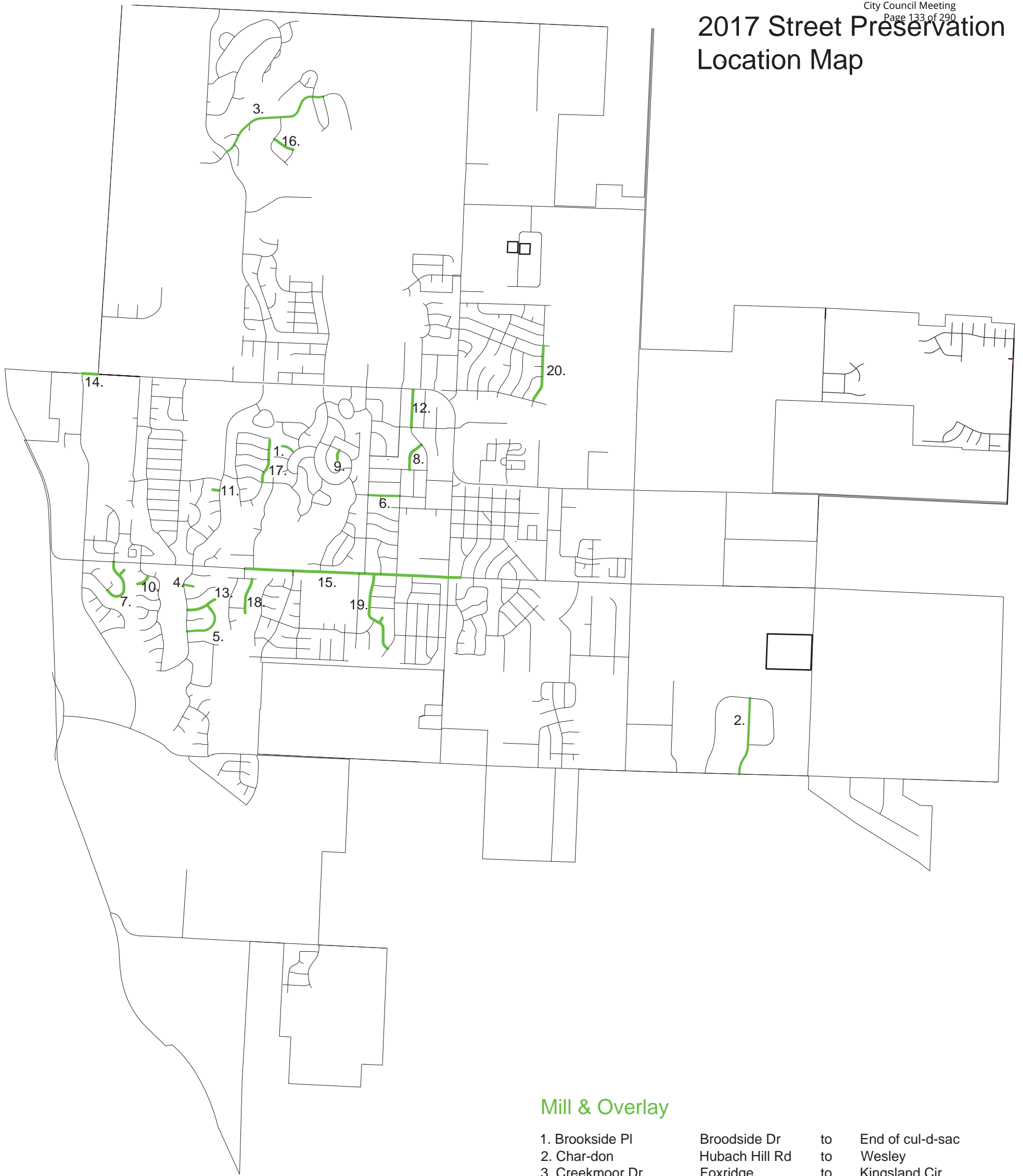
BACKGROUND / JUSTIFICATION

Over the past several years, the City of Raymore participated in a joint bidding process of street maintenance projects with several Cass County Cities. The responsibility of coordinating the bidding process has rotated among the cities since 2015 starting with the City of Belton. For the 2017 project, the City of Peculiar assumed the responsibility of soliciting bids and awarding a contract on behalf of the group of cities.

On June 15, 2017, the City of Peculiar met with representatives from Belton, Raymore and Pleasant Hill and awarded the contract to Superior Bowen, LLC. The contract calls for the individual cities to contract directly with Superior Bowen, LLC for their individual portions of the work.

Staff recommends approval of Bill 3277 awarding a contract to Superior Bowen, LLC, for the Joint Bid 2017 Street Preservation / Mill & Overlay Project in the amount of \$724,135.50.

2017 Street Preservation Location Map



Mill & Overlay

1. Brookside Pl	Broodside Dr	to	End of cul-d-sac
2. Char-don	Hubach Hill Rd	to	Wesley
3. Creekmoor Dr	Foxridge	to	Kingsland Cir
4. Fox Run Lane	Foxridge	to	End of cul-d-sac
5. Horseshoe	Foxridge	to	Wrangler Way
6. Maple	Sunset	to	Park
7. Meadowlark St & Ct	1908 Meadowlark	to	Lucy Webb
8. Murphy	Woodson	to	Walnut
9. Pacific Ct	N. Lakeshore Dr	to	End of cul-d-sac
10. Trevor Ct.	Old Mill	to	End of cul-d-sac
11. Verona Circle	Foxridge	to	End of cul-d-sac
12. Woodson	Pine	to	58 Highway
13. Wrangler Way	Foxridge	to	End of cul-d-sac
14. 58 Highway	Kentucky	to	Dean
15. Lucy Webb	Adams	to	Silvertop
16. Brunswick	Metfield	to	Dunvegan
17. North East Glen Dr	Johnston	to	End of cul-d-sac

Streets to be added if budget allows:

18. Roanke	Cedar Ridge Cir	to	CDS at sout end
19. Meadow	Lucy Webb	to	Park
20. Crest	Foxwood	to	Calico

BILL 3277

ORDINANCE

“AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE MAYOR AND CITY MANAGER TO ENTER INTO AN AGREEMENT WITH SUPERIOR BOWEN ASPHALT COMPANY, LLC, FOR THE 2017 STREET PRESERVATION PROJECT, IN THE AMOUNT OF \$724,135.50 AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS.”

WHEREAS, the City of Raymore participated with the Cities of Pleasant Hill, Peculiar and Belton for the purpose of jointly procuring Street Maintenance Services; and

WHEREAS, in 2017, the City of Peculiar assumed the responsibility for publicly bidding this work; and

WHEREAS, on June 9, 2017, the City of Peculiar awarded the contract for this work to Superior Bowen LLC as the lowest and best bidder.

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

Section 1. The City Manager is hereby directed and authorized to enter into a negotiated contract in the amount of \$724,135.50 with Superior Bowen Asphalt Company LLC, for the 2017 Street Preservation project.

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

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

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

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

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

DULY READ THE FIRST TIME THIS 26TH DAY OF JUNE, 2017.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 10TH DAY OF JULY, 2017 BY THE FOLLOWING VOTE:

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

ATTEST:

APPROVE:

Jean Woerner, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature



CONTRACT FOR SERVICES

2017 Street Preservation / Overlay Project

AGREEMENT FOR PROVISION OF THE FOLLOWING SERVICES

Agreement made this 10th day of July, 2017, between Superior Bowen Asphalt Company LLC an entity organized and existing under the laws of the State of Missouri, with its principal office located at 11030 Hickman Mills Drive, PO Box 9669, Kansas City, MO 64138, 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 July 10, 2017 and coincidental with the Mayor's signature and attestation by the City Clerk and shall remain in effect as described within the attachments.

ARTICLE I THE WORK

Contractor agrees to perform all work and provide all materials as specified in 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 90 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 \$724,135.50.

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

ARTICLE IV CONTRACT PAYMENT

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

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

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

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

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

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

ARTICLE V INSURANCE REQUIREMENTS

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

ARTICLE VI DAMAGES/DELAYS/DEFECTS

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

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

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

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

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

If the Contractor shall fail to complete the work within the contract time, or an extension of time granted by the City, the Contractor will pay to the City the amount for liquidated damages as specified in the schedule below for each calendar day that the Contractor shall be in default after the time stipulated in this contract document. The amount specified in the schedule is agreed upon, not as a penalty, but as liquidated damages for the loss to the City of Raymore and the

public of the use of the facility as designated. This amount will be deducted from any money due to the Contractor. The Contractor and Contractor’s surety will be liable for all liquidated damages.

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

ARTICLE VII RESPONSIBILITIES

The City shall provide all information or services under their control with reasonable promptness and shall designate a representative to render decisions on behalf of the City and on whose actions and approvals the Contractor may rely.

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

Contractor agrees to provide all materials, labor, tools, and equipment necessary to perform and complete the contract as specified. All equipment will be of such type and in such condition so as not to cause any damages to City property or the community at large. All equipment used on site will meet the minimum requirements of Occupational Safety Health Administration and related federal, state, county, and city regulations, including EPA NESHAPS. All material will be of a type and quality acceptable to the City, and which will not cause injury to property or persons.

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

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

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

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

Contract is subject to the State of Missouri Prevailing Wage Laws (Cass County Annual Wage 24). The contractor shall include the provisions of this clause in all subcontracts for work to be performed by subcontractors under this contract so that provisions of this clause are binding upon subcontractors.

ARTICLE VIII TERMINATION OF AGREEMENT

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

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

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

ARTICLE IX ARBITRATION

In case of a dispute, the Contractor and the City shall each appoint a representative, who, together, shall select a third party to arbitrate the issue. Resolution of the issue will be binding upon both parties.

ARTICLE X WARRANTY

Contractor warrants that all workmanship shall be of good quality, in conformance with bid specifications and guarantee all materials, equipment furnished, and work performed for a period of two (2) years from the date of substantial completion as noted in the 2013 City of Raymore “Standard Contract Documents and Technical Specification & Design Criteria for Utility and Street Construction.”

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

ARTICLE XI REQUIRED SAFETY TRAINING

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

ARTICLE XII NOTICE OF PENALTIES FOR FAILURE TO PROVIDE SAFETY TRAINING

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

- C. Violations of Section XI above and imposition of the penalty described in this Section shall be investigated and determined by the Missouri Department of Labor and Industrial Relations.

ARTICLE XIII
AFFIDAVIT of WORK AUTHORIZATION

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

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

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

APPENDIX A
SCOPE OF SERVICES AND SPECIAL PROVISIONS

2017 Street Preservation / Overlay Project

SCOPE OF SERVICES

Construction Services for Mill, Overlay and base patching residential streets include the following:

- 70,000 square yards of edge milling
- 7700 tons of surface asphalt overlay
- 2272 square yards of base asphalt repair

SPECIAL PROVISIONS

1. **SPECIFICATIONS WHICH APPLY**

The Supplementary Conditions define the Project; establish the standards by which the work will be performed and further clarify those standards for the specific locations involved. These Supplementary Conditions supersede all other provisions of the documents wherein there is a conflicting statement. The performance of the work, the material requirements, the basis of measurement and the basis of payment for the various portions of the work shall be in accordance with the appropriate sections of the Kansas City Chapter of the APWA “Standard Specifications and Design Criteria” current edition, except as altered or modified by these supplementary conditions, and the contract document entitled, “Standard Contract Documents and Technical Specifications & Design Criteria for Utility and Street Construction, City of Raymore, Missouri, latest edition. This document shall be considered Supplementary Conditions for the purpose of Section 1.39 of the Kansas City Chapter of the APWA “Standard Specifications and Design Criteria” and shall be take precedence for construction. Construction relating to designated KCMO water mains and appurtenances shall be in accordance with current KCMO standards and specifications for water main extensions and relocations and the KCMO rules and regulations for water service lines. All equipment and material not covered by APWA, the City’s Technical Specifications or MODOT’s Standard Specifications for Highway Construction Manual are included following this sheet. *Where the standards are in conflict, the more stringent criteria shall apply.*

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

Contractor shall complete work within 90 calendar days of issuance 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. SPECIAL CONDITIONS

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.

Edge Milling: Edge Milling shall be paid for at the unit bid price per square yard. The unit bid price shall include all materials, labor, equipment, traffic control, hauling and disposal of millings required to complete the work.

Full Width Milling: Full Width Milling shall be paid for at the unit bid price per square yard. The unit bid price shall include all materials, labor, equipment, traffic control, hauling and disposal of millings required to complete the work.

Two Inch Overlay: Two Inch Overlay shall be paid for at the unit bid price per square yard. The unit bid price shall include all materials, labor, equipment, traffic control, required to complete the work. The asphalt shall be APW A Type ill, virgin mix.

Base Patching: Base Patching shall be paid for at the unit bid price per square yard. The unit bid price shall include all materials, labor, equipment, traffic control, hauling and disposal of millings required to complete the work. Base patching will be 8” think, APWA Type 1 Recycled asphalt.

7. MEASUREMENT AND PAYMENT

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

CITY OF RAYMORE, MISSOURI
2017 Street Preservation / Overlay Project

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 July, 2017.

C. *Insurance*

The Bidder/Contractor shall procure, maintain, and provide proof of, insurance coverage's for injuries to persons and/or property damage as may arise from or in conjunction with, the work performed on behalf of the City of Raymore by the Bidder/Contractor, its agents, representatives, employees or subcontractors. The City of Raymore shall be named as an additional insured under such insurance contracts (except for Worker's Compensation coverage). A Certificate of Insurance will be required within ten calendar days from the date of receipt of the Notice of Award. Claims made on policies must be inforce or that coverage purchased for three (3) years after contract completion date.

1. General Liability

Coverage shall be as broad as: Comprehensive General Liability endorsed to include Broad Form, Commercial General Liability forms including Product/Completed Operations.

Minimum Limits

General Liability:

\$1,000,000 Each Occurrence Limit

\$ 100,000 Damage to Rented Premises

\$ 5,000 Medical Expense Limit

\$1,000,000 Personal and Advertising Injury

\$2,000,000 General Aggregate Limit

\$1,000,000 Products & Completed Operations

\$ 50,000 Fire Damage Limit

2. Excess/Umbrella Liability

\$5,000,000 Each Occurrence

\$5,000,000 Aggregate

3. Automobile Liability

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

Minimum Limits

Automobile Liability:

\$1,000,000 Combined Single Limit

\$1,000,000 Each Occurrence Limit

\$5,000 Medical Expense Limit

4. Workers' Compensation

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

D. *Hold Harmless Clause*

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

E. *Exemption from Taxes*

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

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

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

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

Contractor agrees to pay all employees involved in this contract the required wages as listed in the prevailing Wage Order 24 for Cass County, Missouri, USA.

G. *Invoicing and Payment*

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

Invoices shall be based on the following schedule:

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

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

H. *Cancellation*

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

I. *Contractual Disputes*

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

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

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

J. *Severability*

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

K. *Applicable Laws*

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

L. *Drug/Crime Free Work Place*

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

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

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

M. *Inspection*

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

N. *No Escalation of Fees*

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

O. *Safety Training*

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

P. *Prevailing Wage Requirement*

The contract resulting from this solicitation is subject to the State of Missouri Prevailing Wage Law (Cass County Wage Order 24). The Contractor shall include the provisions of this clause in all subcontracts for work to be performed by subcontractors under this contract so that provisions of this clause are binding upon subcontractors.

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

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

Q. *Permits*

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

R. *Bid Bond*

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

S. *Performance Bond*

The Contractor shall within ten (10) days after the receipt of the notice of award furnish the

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

T. Payment Bond

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

U. Maintenance Bond

Prior to acceptance of the project by the Raymore City Council, the Contractor shall furnish the Owner with a Maintenance Bond in penal sum equal to an amount of one half (50%) of the contract price and that shall remain in full force and effect for a period of two (2) years from the date of project acceptance by the Raymore City Council. The Maintenance Bond shall guarantee all materials and equipment furnished and work performed shall be free of defects due to faulty materials or workmanship and that the Contractor shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to the parts of the system resulting from such defects. The Owner will give notice of observed defects with reasonable promptness. In the event that the Contractor should fail to make such repairs, adjustments, or other work that may be made necessary by such defects, the Owner may do so with all costs, including administration fees, going against the Maintenance Bond. Such bond shall be executed by the Contractor and a corporate bonding company licensed to transact such business in the state in which the work is to be performed. The expense of this bond shall be borne by the Contractor. If any time a surety on any such bond is declared a bankrupt or loses its right to do business in the state in which the work is

to be performed, the Contractor shall within ten (10) days after notice from the Owner to do so, substitute an acceptable bond in such form and sum and signed by such other surety or sureties as may be satisfactory to the Owner. The premiums on such bond shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable bond to the Owner.

V. Rejection of Bids

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

W. Release of Information

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

X. Affidavit of Work Authorization and Documentation:

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

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

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

CITY OF
PECULIAR
Public Works
Dept. 250 S.
Main Street
Peculiar, MO
64078
(816) 779-5212
Fax (816) 779-1004



From: City of Peculiar
Public Works Department

To: Bid Document Holders

City of Peculiar Project No. ST 17-001A

Addendum #1

Project Title: 2017 Street Preservation Project/Overlay

Issue Date: April 26, 2017

This addendum will make additions, deletions, clarifications and/or modifications to the bidding documents of the 2017 Street Preservation Project / Overlay. The pre-bid Meeting sign in sheet and meeting agenda is attached.

The Bidder shall acknowledge receipt of the Addendum and his acceptance of its conditions by signing the Addendum and submitting with the Proposal.

Bidder Superior Bowen Asphalt Company L.L.C.

By  Date May 2, 2017

Mathew Bowen, Vice-President

Project Manual

1. Bid Form
 - a. *Submit the bid on Bid Form, attached with Addendum No. 1*
2. **Cooperative Procurement with Other Participating Agencies**

- a. Language in the Cooperative Procurement with Other Participating Entities was modified to read as follows:

Optional:

The Bidder agrees to provide unit rate pricing (Section B of bid form) to the Participating Agencies. ~~Due to the nature of this contract and the travel distances required for participating entities, the bidder agrees to adjust pricing in an amount not to exceed +/- 5% of the unit rate price quoted in section B of the bid form to cover any unforeseen costs. The~~ Any proposed adjustments in pricing to the bid for section B shall be negotiated between the participating entity and the bidder prior to any task

agreements being executed.

All sales and/or services to these Participating Agencies will be made on purchase orders, with separate task agreements, issued by that Agency. All receiving, inspection, payments, and other procurement administration will be the responsibility of the purchasing Agency. Sales will be made in accordance with the prices, terms, and conditions of this invitation for bids and any subsequent contract.

3. Unit Prices

- a. Bid Items #1-4 shall be considered Section A and the bid price for this project
- b. Bid Items #6-12 shall be considered Section B

4. Instructions to Bidders

- a. Language in the Instructions to bidders, section 5, Interpretations and Addenda was modified to read as follows:

All questions about the meaning or intent of the Bidding Documents may be directed to the Project Engineer / Manager listed at the end of these Instructions to Bidders. Interpretations or clarifications considered necessary by the Project Engineer / Manager in response to such questions will be issued by Addenda to all parties recorded as having received the Bidding Documents. ~~Questions received less than five (5) days prior to the date for opening of Bids may not be answered.~~ Interpretations or questions will be received by the Project Engineer / Manager until Wednesday, April 26th at 5:00 pm. Only answers issued by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. Addenda may also be issued to modify the Bidding Documents as deemed advisable by OWNER or OWNER's Representative.

- b. References to calendar year 2015 shall be changed to calendar year 2017, and mentioned of Cass County in paragraph 2 shall be omitted.

5. Quality Assurance Plan

- a. Clarification: All bidders shall understand section 4A of the Instructions to Bidders and section 00440-QAP specifications and are required to complete the QAP as part of their submittals. All bidders shall pay particular attention to the "Note." on page 00440-2 of the QAP specifications.
- b. In the *Schedule* paragraph, change the date from October 1, 2015 to October 31, 2017

6. Agreement

- a. References to the word "SURE1Y" shall be changed to "SURETY".

NOTE: F or the 2017 Street Preservation Project / Overlay. The bids will be accepted at the City Hall until Tuesday, May 2, 2017 at 3 :00 pm.

Attachments

MANDATORY PRE-BID MEETING AGENDA

Project #: ST 17-001A

Project Name: 2017 Street Preservation Project/Overlay

Date & Time: April 24, 2017 10:00 a.m.

- Introductions
- Meeting Sign-in Sheet. Sign –in sheet must be signed in order to submit a bid
- Base bid includes the of the cities of Raymore, Pleasant Hill and Peculiar (Section A of the bid form)
- Date, Time, and Place of Bid Opening
 - Bids shall be in a sealed envelope with the name of Contractor, project name, date/time of bid opening, on the outside of sealed envelope.
 - No bids will be accepted after bid time is called.
 - Bid shall contain evidence of Bidder's authority and qualification to do business in the state of Missouri, or bidder shall covenant in writing to obtain such authority and qualifications prior to award of the Contract and attach such convent to the Bid.
 - Bid form must be signed, completed and submitted w/ the bid.
 - The bid shall contain an acknowledgement of receipt of all Addenda(s).
 - If awarded, performance and payment bonds, and insurance will be as required
- Bid bond must accompany the bid, and the bid bond is five (5) percent.
- Bid bond must be made payable to the Owner.
- Bidder's Affidavit, including Bidder's Affidavit Attachments A and B must accompany the bid.
- Quality Assurance Plan (QAP), as part of the Bid Proposal, the bidder shall submit the QAP and must accompany the bid.
- Cooperative Procurement with Other Participating Agencies form shall be submitted with the bid
 - Clarify the Cooperative Procurement with Other Participating Agencies form.
Due to the nature of this contract and the travel distances required for participating entities, the bidder agrees to adjust pricing in an amount not to exceed +/- 5% of the unit rate price quoted in section B of the bid form to cover any unforeseen costs. The adjusted price shall be negotiated between the participating entity and the bidder prior to any task agreements being executed.
- Tax exemption certificate provided by City staff w/ Notice to Proceed.
- Missouri Prevailing Wage law in affect, Annual Wage Order No. 23.

- All Work shall be Completed by October 31, 2017
- Correction of Work: one year for all work.
- Permits required for the Project and to be obtained by the Contractor, unless otherwise noted.
 - City of Peculiar Business License, cost is \$75.00.
 - City of Peculiar ROW Permit (Waived)
 - MoDOT/Cass County Right of Way Permits
- Requirement to discuss any conflict between the specifications and /or the project requirements/site conditions shall be submitted in writing to the City Engineer prior to the bid, but no later than Wednesday 26th, 5:00 P.M.
- Contractor's responsibility to visit project site and review contract documents before bidding project.
- Site conditions
 - Parking will be limited, but within the ROW
 - Contractor shall provide restroom (porta-poties) facilities
 - Traffic Control Contractor's responsibility
 - Working on site (noise, safety requirements, hours etc.) 7AM to 7 PM. Saturday work will be allowed if contractor notifies the City staff 48 hours in advance. Safety is the contractor's responsibility and when working within MoDOT ROW personnel protection is required.
 - Contractor shall be required to provide adequate protection from dust, debris, materials, etc., to the adjacent home owners, and existing facilities while working on the project.
 - Contractor responsible for removing excess construction material from the site, including "City Retained Millings"
- Recap and questions

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Project Name: 2017 Street Preservation Project/Overlay

Date & Time: April 24, 2017 10:00 a.m.

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- Bid bond must accompany the bid, and the bid bond is five (5) percent.
- Bid bond must be made payable to the Owner.
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- Quality Assurance Plan (QAP), as part of the Bid Proposal, the bidder shall submit the QAP and must accompany the bid.
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 - Clarify the Cooperative Procurement with Other Participating Agencies form.
Due to the nature of this contract and the travel distances required for participating entities, the bidder agrees to adjust pricing in an amount not to exceed +/- 5% of the unit rate price quoted in section B of the bid form to cover any unforeseen costs. The adjusted price shall be negotiated between the participating entity and the bidder prior to any task agreements being executed.
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- Recap and questions

CITY OF PECULIAR,
MISSOURI

PUBLIC WORKS DEPARTMENT BIDDING

DOCUMENTS

FOR

2017 Street Preservation Project/Overlay

Peculiar, Cass County, Missouri

BIDDER

ADDRESS

ENGINEERING / STREET DIVISION 2017

Carl M. Brooks
STATE OF MISSOURI
CARL M. BROOKS
NUMBER
E-28320
REGISTERED PROFESSIONAL ENGINEER
4/19/17



04/19/2017

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Project Title 2017 Asphalt Street Overlay Projects

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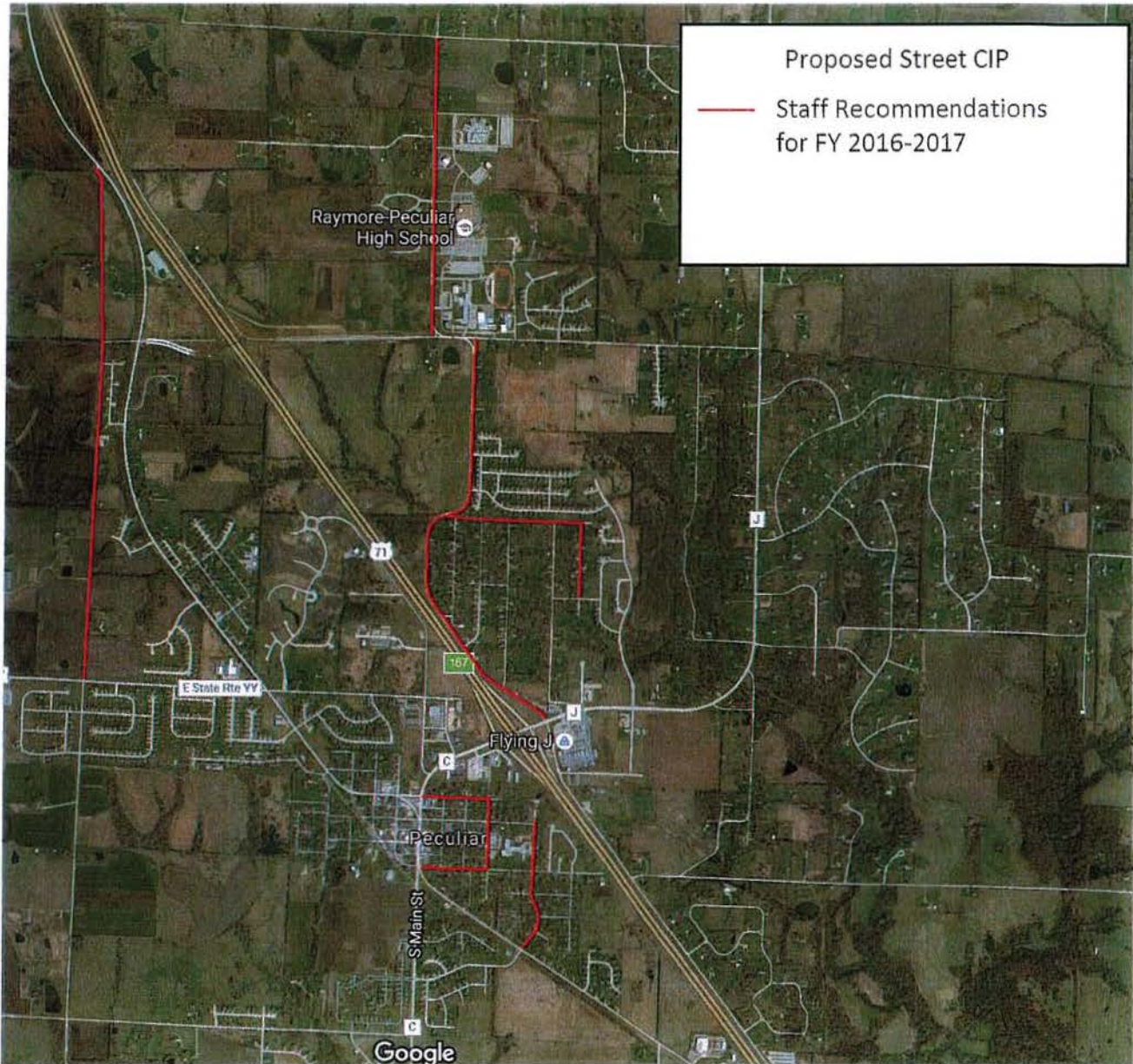


LIST OF MAPS

Contract Number **—ST 17-001—**_____

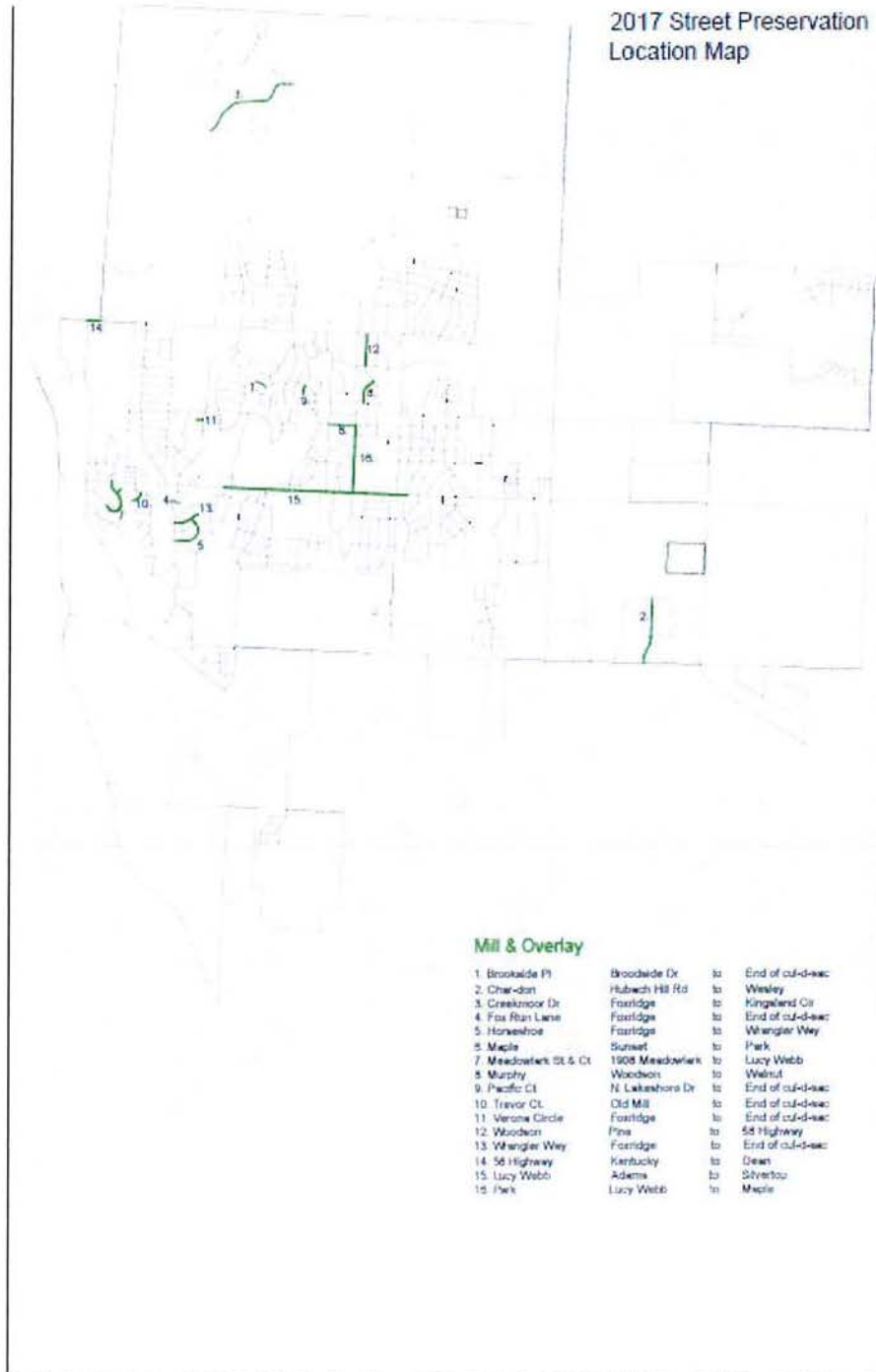
Project Title 2017 Asphalt Street Overlay Projects

Item	Set/Title/Description/Designation	Drawing Number(s)
1	City of Peculiar Location Map	1 of 4
2	City of Raymore Location Map	2 of 4
3	City of Belton Location N/A	3 of 4
4	City of Pleasant Hill Location Map	4 of 4



City of Peculiar Street Location Map

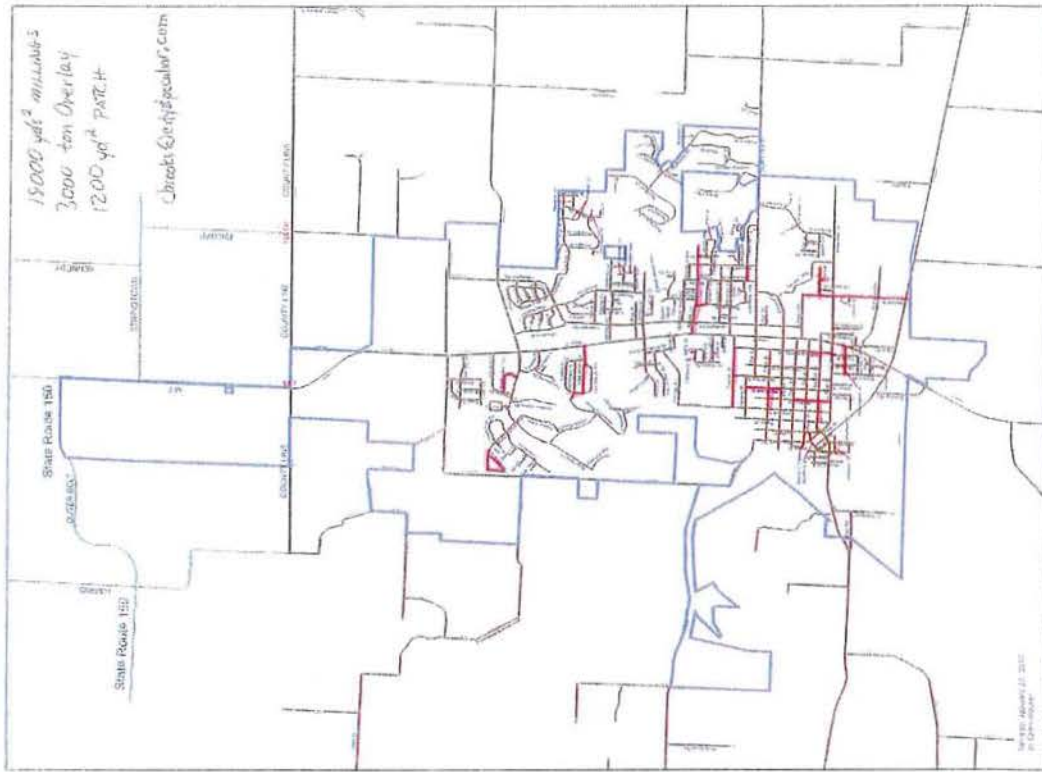
Please note that School Road from 203rd Street to Peculiar Way to be completed under a separate contract, and E, North Street from C Hwy to E. 3rd Street to be completed at a later date, not part of this contract.



City of Raymore Street Location Map

Note: Proposed, subject to City Council approval and budget

City of Pleasant Hill



- 1 -

City of Pleasant Hill Street Location Map

SPRING ST.

WALKER ST. Railroad to College

Washington - Benton to 7 Highway

Independence - Broadway to C

Randolph - Myrtle to Harper

Locust - Jeffreys to TAYLOR

Olive - Randolph to Campbell

Jeffreys - Pine to OAK

Timber - Independence to

Lawndale - Hillcrest to Lin

Madison - Hamilton to Mo

Maple - 7 Highway to E

Southview Terrace - High

VALLEY View West → Do Br

Wild Wood to Old Stage to



INVITATION TO BID

Contract Number: ST 17-001
Project Title: 2017 Asphalt Street Overlay Projects

The Public Works Department of Peculiar, Missouri in cooperation with the Raymore, Missouri, **Belton**, Missouri and Pleasant Hill, Missouri will receive sealed Price Submittals and Quality Assurance Plans (QAP) until **3:00 PM, on Tuesday, May 2, 2017**, at Peculiar City Hall, 250 S. Main Street, Peculiar, Missouri 64078 for Project Number ST 17-001 2017 Asphalt Street Overlay Projects, at which time bidding will be closed. Price Submittals will be opened after that time at Peculiar City Hall, 250 S. Main Street, Peculiar, Missouri 64078. All Price Submittals will be opened and read aloud, and the City will then determine the lowest and best bid.

The Bid Documents are available for free download on <http://www.cityofpeculiar.org/bids.aspx>.

A **Mandatory Pre-bid Conference** will be held on Monday, April 24, 2017, at 10:00 AM, in the Peculiar City Hall, 250 S. Main Street, Peculiar, Missouri. Due to the importance of all bidders having a clear understanding of the specifications and scope of work requirements, attendance at the mandatory pre-bid conference is a prerequisite for submitting a bid. **Bids will only be accepted from those who are represented at the pre-bid conference.** Attendance at the pre-bid conference will be evidenced by the representative's signature on the attendance roster.

No bidder will be admitted more than ten (10) minutes after the official start time of the mandatory pre-bid conference.

Contact Names for the Project:

City of Peculiar

Project Engineer: Carl Brooks,
PE
Phone Number: (816) 779-2228
Fax Number: (816) 779-1004
E-mail:
c b r o o k s @ c i t y o f p e c u l i a r . o r g

City of Peculiar

Project Manager: John
Stoltz Phone Number: (816)
779-2224
Fax Number: (816) 779-5213
E-mail: jstoltz@cityofpeculiar.org



INSTRUCTIONS TO BIDDERS

Contract Number: ST 17-001

Project Title: 2017 Asphalt Street Overlay Projects

1. Introduction. This invitation for Bids issued by the City of Peculiar, Missouri (CTIY) is to solicit a sealed "Quality Assurance Plan" Submittal and a sealed "Price" Submittal (collectively, "Bid") from Contractors desiring to enter into an Agreement to provide overlay services for the 2017 Street Preservation Project / Overlay.

The Work is generally described as follows:

2017 Asphalt Street Overlay Projects

Agreement Renewal
The proposed contract includes, but not limited to, set unit prices for a one year maintenance and improvements period, with a possible one year extension, beginning at the time of the contract execution and the work is generally described as follows.

The project includes: all labor, equipment, tools and material to conduct an overlay project for the Cities of Peculiar, Raymore, Pleasant Hill, and Belton; and ~~Cass~~ *County*

2. Bid and Quality Assurance Plan (QAP) Due Date. The sealed Bids and QAP for the **2017 Asphalt Street Overlay Projects** will be received by the Public Works Department at Peculiar City Hall, 250 S. Main Street, Peculiar, Missouri, 64078 until **3:00 PM, on Tuesday, May 2, 2017**, at which time the bidding will be closed. All Bids will be opened and read aloud. All Bids shall be addressed to the Director of Public Works, shall state on the outside of the sealed Bid envelope the title and project number, and shall be submitted at the Water Bill window in City Hall. All Bids must comply with the Bidding Requirements of OWNER. No Bid may be withdrawn for a period of ninety (90) days after the Bid is opened. Bid security shall likewise continue for the same ninety (90) days unless earlier released by the City. The successful Bidder shall comply with all Bidding and Contract requirements. Bids, once opened and read, may not be withdrawn without forfeiture of the Bid security.

3. **Mandatory Pre-Bid.** A Mandatory Pre-bid Conference will be held on **Monday, April 24, 2017, at 10:00 AM**, in the Peculiar City Hall, 250 S. Main Street, Peculiar, Missouri. Due to the importance of all bidders having a clear understanding of the specifications and scope of work requirements, attendance at the mandatory pre bid conference is a prerequisite for submitting a bid. Attendance at the mandatory pre-bid conference is a prerequisite for submitting a bid. Bids will only be accepted from those who are represented at the pre-bid conference. Attendance at the pre-bid conference will be evidenced by the representative's signature on the attendance roster.

4. Bid Evaluation. The OWNER will determine the lowest and best bid. Price will not be the only consideration in the selection process. The OWNER may reject any or all bids, including without limitation all nonconforming, non-responsive, unbalanced, or conditional bids, and may reject the bid of any bidder if the OWNER believes that it would not be in the best interest of

the OWNER to contract with that bidder. The OWNER reserves the right to waive irregularities and/or formalities as deemed appropriate.

The following information shall be provided by the Bidder as part of the bidding process:

A. Quality Assurance Plan: Bidder shall provide requested information for each of the sections below. The outside of each Bidder's Quality Assurance Plan Submittal envelope/package shall include Bidder's name and address and shall be labeled "**Invitation for Bid – QAP Submittal for 2017 Street Preservation Project / Overlay**". Bidder's QAP submittal shall not include any price or cost information.

B. Price Submittals:

a. Price Submittals shall be submitted on the Bid Form (including the Affidavit of Intended Utilization) included in the Bidding Documents.

b. The Price Submittal must be accompanied by Bid security in the amount of five percent (5%) of the base Bid, which shall be in the form of a bid bond (in the form provided in these Bidding Documents), cashier's check, letter of credit, certificate of deposit, or other instrument approved in advance by the City. Prior to submission of the Bid, the City Treasurer must approve both the financial institution issuing and the contents of any letter of credit. Any cashier's check or certificate of deposit must be made payable to the City Treasurer.

c. The outside of the Price Submittal envelope/package shall include Bidder's name and address and shall be labeled "**Invitation for Bid – Price Submittal for 2017 Street Preservation Project / Overlay**".

5. Interpretations and Addenda. All questions about the meaning or intent of the Bidding Documents may be directed to the Project Engineer / Manager listed at the end of these instructions to Bidders. Interpretations or clarifications considered necessary by the Project Engineer / Manager in response to such questions will be issued by Addenda to all parties recorded as having received the Bidding Documents. Questions received less than five (5) days prior to the date for opening of Bids may not be answered. Only answers issued by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. Addenda may also be issued to modify the Bidding Documents as deemed advisable by OWNER or OWNER's Representative.

6. Bid Security Requirements. All Bids submitted must be accompanied by a Bid deposit in the amount of five percent (5%) of the base Bid which shall be in the form of a Bid Bond (on the form provided in these Bidding Documents), Cashier's Check, Letter of Credit, Certificate of Deposit or other instrument approved in advance by the City. Prior to submittal of the Bid the Director of Finance must approve both the financial institution and text of a Letter of Credit. A Cashier's Check or a Certificate of Deposit shall be payable to the City of Peculiar.

7. Forfeiture of Security. If a Bidder fails or refuses to execute the Contract when requested by the City, any Bid security given to the City shall immediately become due and payable and forfeited to the City as liquidated damages.

8. Mistake in Bid Security. By submitting a Bid, Bidder is agreeing to correct any mistakes on a Bid security submission when requested by the City. When such a mistake occurs and a Bidder fails or refuses to correct the mistake or execute the Contract when requested by the City, any

Bid security shall be forfeited to the City and the Bidder shall also be subject to debarment and damages.

9. Contract Bonding Requirements. The successful Bidder will be required to furnish a separate Payment Bond and a Performance and Maintenance Bond to each participating entity as security for the faithful performance of the Work and the payment of all bills and obligations arising from the performance of the Contract.

10. Required Submissions. The successful Bidder will be required to submit the following documents with the executed copies of the Contract or within the timeframes specified in the Notice of Intent to Contract letter. Copies of the City's forms that the successful Bidder will be required to execute are bound into this Project Manual for information:

- Performance and Maintenance and Payment Bonds;
- Properly completed certificates of insurance;
- Copies of licenses required by the City to do the Work;
- Certification which will include a statement regarding all work performed two (2) years immediately preceding the date of the Bid, that contains either (a) a contract by contract listing of any written notices of violations of any federal or state prevailing wage statute in which prevailing wage penalties were assessed against the Bidder or paid by the Bidder; or (b) a statement that there have been no such written notices of violations or such penalties assessed; and a statement that Bidder is current on payment of Federal and State income tax withholdings and unemployment insurance payments;
- A copy of CONTRACTOR's current Certificate of Good Standing or Fictitious Name Registration from the Missouri Secretary of State, or other acceptable proof.
- Affidavit of Enrollment in Federal Work Authorization Program for the CONTRACTOR and all Subcontractors.

11. Indemnification. This Contract contains a requirement that CONTRACTOR shall indemnify, defend and hold harmless OWNER and any of its agencies, officials, officers, or employees from and against all Claims, damages, liability, losses, costs, and expenses, including reasonable attorneys' fees, arising out of or resulting from any acts or omissions in connection with this Contract, caused in whole or in part by CONTRACTOR, its employees, agents, or Subcontractors, or caused by others for whom CONTRACTOR is liable, including negligent acts or omissions of OWNER, its agencies, officials, officers, or employees. This Contract requires CONTRACTOR to obtain specified limits of insurance to insure the indemnity obligation. CONTRACTOR has the opportunity to recover the cost of the required insurance in the Contract Price by including the cost of that insurance in the Bid amount.

12. Buy American Preference. It is the policy of the City that any manufactured goods or commodities used or supplied in the performance of any City contract or any subcontract thereto shall be manufactured or produced in the United States whenever possible. When Bids offer quality, price, conformity with specifications, term of delivery and other conditions imposed in the specifications that are equal, the City shall select the Bid that uses manufactured goods or commodities that are manufactured or produced in the United States.

13. Substitutions or "Or-Equal" Items. The procedure for submission of substitutions or "or-equal" items is set forth in the General Conditions and Supplementary Conditions.

14. Prevailing Wage Requirements. The successful Bidder shall pay the prevailing hourly rate of wages as determined by the Missouri Annual Wage Order.

15. Wage Rates

County: Cass
Work type: State-Heavy

16. Experience and Qualification Requirements. Contractors shall be experienced in asphalt overlay projects

17. Subcontractors, Suppliers and Others The Contract Documents require the identity of certain Subcontractors, Suppliers and other persons and organizations (including those who are to furnish the principal items of material and equipment) to be submitted to OWNER, the apparent lowest and best Bidder, and any other Bidder so requested, shall submit to OWNER a list of all such Subcontractors, Suppliers and other persons and organizations proposed for those portions of the Work for which such identification is required. An experience statement shall accompany such list with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier or organization if requested by OWNER. If OWNER has reasonable objection to any proposed Subcontractor, Supplier or other person or organization, OWNER may request the apparent lowest and best Bidder to submit an acceptable substitute without an increase in Bid price.

18. City License. The Contractor and subcontractors shall be licensed to do business in each participating city where applicable.

19. On-Site Inspection. The Project Site will be available for inspection by Bidders. Bidders visiting the Project Site shall be responsible for their own safety.

If you have any questions regarding information on this Bid, please contact:

Carl Brooks, P.E. Project Engineer
City of Peculiar
250 S. Main St.
Peculiar, MO 64078
Phone Number: (816) 779-2228
Fax Number: (816) 779-
1004
E-mail:
c b r o o k s @cityofpeculiar.org

John Stoltz, Project Manager City of
Peculiar
250 S. Main St.
Peculiar, MO 64078
Phone Number: (816) 779-2224
Fax Number: (816) 779-
5213
E-
mail:jstoltz@cityofpeculiar.or
g

Any person with a disability desiring reasonable accommodations to participate at this Bid opening may contact Cyndora Gauthreaux, Deputy City Clerk, City Hall, 779-2220 at least 24 hours prior to the Bid opening.

G.14

Peculiar Contract Guidebook

00210-4



City of Peculiar Missouri

Project No. ST 17-001A

Quality Assurance Plan



City of Peculiar, Missouri
250 South Main Street
Peculiar, Missouri

Attn: Carl Brooks, P.E.
Re: Project ST 17-001, 2017 Asphalt Street Overlay Projects

QUALITY ASSURANCE PLAN

Experience/Qualifications: Superior Bowen Asphalt Company is a merger of two major asphalt companies providing over 60 years of experience in the industry. We own and operate 6 asphalt plants in the Kansas City Metro. We employ multiple crews for the various types of work we perform and own sufficient equipment to meet the requirements of multiple projects. Please refer to our website for additional information, www.superiorbowen.com.

We have attached a list of references from several projects. In addition to municipal and county street improvements we have extensive experience on Aviation Projects (FAA), Corps of Engineer projects and DOT projects in Missouri and Kansas.

Suppliers and Subcontractors: All asphaltic concrete for this project will be furnished from company owned asphalt plants. Quality Control will be provided by our own highly qualified staff. All of the work on this project will be performed by experienced company personnel. All plants and necessary equipment for this project are owned by the company and are state-of-the-art.

We have a network of capable subcontractors should the need arise for specialty work.

Quality Requirements: Due to the fact that we perform multiple projects during the year for large agencies such as KCMO, MoDot, KDot, KCAD, Overland Park, KS and others, quality is an integral part of our operations.

We have a highly trained and qualified Quality Control staff. Our plant operators have extensive training and experience. Our laydown crews are given state of the art equipment and continuous training on operating it.

Our paving superintendents receive training throughout the year on current methods and conformance to specifications.

As experienced by the success of our previous projects we are equipped to manage the differing conditions and needs of various municipalities. Each City will be recognized individually and we will strive to meet their specific requirements.

Customer Service: Due to our extensive experience with municipal overlay projects we feel we must be flexible and address each situation as the need dictates.

Communication is the key and the methods used to communicate to the public will be discussed with the city prior to the work.

We are accustomed to using methods such as door hangers and message boards. We are open to discussing other creative methods to address public awareness.

Traffic Control: Due to our extensive experience paving municipal streets we are accustomed to handling traffic in work zones. In every project there are special requirements that can be identified and addressed.

Safety is a major focus in our organization and we have a comprehensive plan in place. Our employees participate in safety training on a daily basis and attend training classes throughout the year. All employees are equipped with the latest safety attire meeting current standards.

We continuously monitor our safety program and provide ongoing training. We employ a full time safety director to assure compliance.

We will discuss traffic control and safety individually with each City prior to starting work.

Clean-Up: The individual projects involved in this contract are of short duration. It would be our intent to reduce the potential for returning to clean-up by doing so throughout the project. Any condition that poses a threat of any kind to public safety will be dealt with immediately. We will request "punch list" items on a regular basis and correct them promptly. These procedures will facilitate a timely closeout process.

Schedule: We anticipate meetings with each City to discuss scheduling needs. It would be our intent to work continuously in each City once we have started. The project will be scheduled with the City's requirements and our workload in mind to minimize the time to complete the work in each City. Work may also be scheduled to be done

simultaneously in two cities, however the work in each City will be scheduled separately.

Additional Information: We are attaching the following:

- 1) References for various types of projects we have completed.
 - a) Johnson County Projects
 - b) KDOT projects
 - c) Jackson County Projects
 - d) Aviation Projects
 - e) MoDot Projects
- 2) Superior Bowen Proposed Organizational Chart for this project.
- 3) Superior Bowen Statement of Safety
- 4) Superior Bowen NCCI Experience Modification Ratings
- 5) Superior Bowen MoDot Qualification letter for 2017
- 6) Superior Bowen EEO Policy for 2017
- 7) Superior Bowen Recent Awards
- 8) Superior Bowen Web Site Address

City of Peculiar

Superior Bowen Asphalt Co., LLC
 2501 Manchester Trafficway
 Kansas City, Missouri

Experience Summary _ Municipal Overlay Projects_Johnson County Municipalities

NO.	Owner Name & Address	Project Duration Date Completed	\$ Value
1	City of Shawnee Kansas	Shawnee Mission Parkway Mill & Overlay 2015	\$ 1,090,000
2	City of Shawnee Kansas	2016 Street Maintenance 2016	\$ 5,270,000.00
3	City of Shawnee Kansas	Johnson Drive Rehabilitation 2016	\$ 636,000.00
4	City of Merriam Kansas	2016 Street Maintenance 2016	\$ 729,000.00
5	City of Gardner, Kansas	2016 Street Maintenance Program 2016	\$ 1,775,000.00
6	Johnson County, Kansas	199th Street Mill & Overlay 2016	\$ 603,000
7	City of Olathe, Kansas	Thin Lift Overlay 2015	
8	City of Overland Park, Ks	Street Maintenance Program Prior to 2015	
9	City of Olathe, Kansas	Resurfacing Projects Prior to 2015	
10	City of Lenexa, Kansas	Street Maintenance Program Prior to 2015	
11			
12			
13			
14			

Superior Bowen has been working on KDOT projects as both a subcontractor and a prime contractor in excess of 35 years. We have a very good working relationship with both the Olathe Construction office and the Bonner Springs Construction office.

Some of the most notable projects are listed below.

Project No.	Description	Project Value
12073	KDOT - Riverview Ave. Overpass	261,159.32
12119	KDOT - I-70, 78th to 10th St.	5,964,093.25
12131	KDOT - Rte I-70 & 7 Hwy, Wyandotte - CCC	1,581,377.07
12155	KDOT - 207th St & Metcalf 46C 0364-01, 513114024	161,526.48
12156	KDOT - Rte 56, Johnson, U056-046 KA 3411-01 - 513126121	219,972.57
12157	KDOT - I 635 & Gibbs Road Bridge I635-105 KA 2093-01 - 513113021	80,909.19
12162	KDOT - Rte 435 @ Roe Ave Bridge - I435-046 KA 2100-01	161,565.73
12172	KDOT - Gateway Project - Gateway Constructors	13,131,841.94
12176	KDOT - Rte 56, Johnson, U056-046 KA 3410-01 514036191	725,983.26
12177	KDOT - Rte 70, Wyandotte, I70-105 KA 3624-01 514036341	1,344,868.21
12203	KDOT - Rte 5, Wyandotte - 5K-105 KA 3675-01 - 619 - Realm	640,260.50
12221	KDOT - SW Blvd, Wyandotte, 105 N 0592-01 - 514074131 - Gunter	93,843.02
12246	KDOT - Rte I-70, K7 - 110th, Wyandotte - I70-105 KA 1003-08, 514122171 - CCC	1,330,968.34
12312	KDOT - Rte 35, Johnson, I-35-046 KA 4135-01, 515066151 - RA Knapp	2,486,445.81
12313	KDOT - Rte 69, Johnson, Brgs over Indian Crk & College, 515076151 - Comanche	77,190.90
12315	KDOT - Rte 69, Johnson NB Overlay, U69-046 KA 4177-01, 515076181 - Comanche	213,900.15
12316	KDOT - Rte 69, Brgs over 167th, U69-046 KA 4162-01, 515076171 - Comanche	73,621.99

City of Peculiar, Mo

Superior Bowen Asphalt Co., LLC
2501 Manchester Trafficway
Kansas City, Missouri

Experience and Reference Summary _ Municipal Overlay Projects

NO.	Owner Name & Address Contact & Phone Number	Project Duration Date Completed	\$ Value
1	City of Lee's Summit 2015 Overlay Vince Schmoeger 816-969-1870	2015 Construction Season Sep-16	\$ 2,077,288
2	City of Independence 2015 Overlay Shar Dilmaghani	2015 - 2016 Construction Season Jun-16	\$ 5,555,480.00
3	Jackson County 2015 Overlay Rodger Seidelman 816-847-7055	2015 Construction Season Dec-16	\$ 1,083,586.91
4	City of Lee's Summit 2014 Overlay Vince Schmoeger 816-969-1870	2014 Construction Season Sep-14	\$ 2,480,581
5	City of Independence 2014 Overlay Shar Dilmaghani	2014 - 2015 Construction Season Jun-15	\$ 5,777,942.68
6	City of Lee's Summit 2013 Overlay Vince Schmoeger 816-969-1870	2013 Construction Season Sep-13	\$ 2,065,959
7	City of KCMO 13-1 2013 Overlay Project Kerry Kanatzar 816-513-9450	2013 Construction Season Nov-13	\$ 3,639,850
8	City of KCMO 13-2 2013 Overlay Project Kerry Kanatzar 816-513-9450	2013 Construction Season Nov-13	\$ 3,146,808
9	City of KCMO 13-3 2013 Overlay Project Kerry Kanatzar 816-513-9450	2013 Construction Season Nov-13	\$ 3,979,869
10	City of KCMO 12-2 2012 Overlay Project Kerry Kanatzar 816-513-9450	2012 - 2013 Construction Season Jun-13	\$ 2,185,413
11	City of KCMO 12-1 2012 Overlay Project Kerry Kanatzar 816-513-9450	2012 Construction Season Oct-12	\$ 1,886,991
12	City of KCMO GIZ 2012 Green Zone Overlay Kerry Kanatzar 816-513-9450	2012 - 2013 Construction Season Aug-13	\$ 1,875,386
13	City of KCMO 11-1 2011 Overlay Project Kerry Kanatzar 816-513-9450	2011 Construction Season Nov-11	\$ 3,074,808
14	City of KCMO 11-2 2011 Overlay Project Kerry Kanatzar 816-513-9450	2011 Construction Season Nov-11	\$ 3,158,579

City of Peculiar Missouri

*Superior Bowen Asphalt Co., LLC
 2501 Manchester Trafficway
 Kansas City, Missouri 64129*

Experience and References -Aviation Projects

	Project Scope of Work	Owner Name Contact & Phone Number	Consultant Contact & Phone Number	Complete	Contract \$
1	Runway 1R-19L Repairs Kansas City International Airport Cold milling concrete, 4" Asphaltic Concrete (P-401),Marking	Aviation Department City of Kansas City, Missouri Lapondzia Jones, Project Manager 816-243-3057	Burns & McDonnell Engineering Co,Inc. Jason Fuehne, P.E. 816-823-7034	Dec 2012	\$11,848,067.00
2	Runway 1R-19L Repairs Kansas City International Airport Cold milling concrete, 4" Asphaltic Concrete (P-401),Marking	Aviation Department City of Kansas City, Missouri Lapondzia Jones, Project Manager 816-243-3057	Burns & McDonnell Engineering Co,Inc. Jason Fuehne, P.E. 816-823-7034	Oct 2014	\$593,980.00
3	Rehabilitate Taxiway A Kansas City International Airport Cold milling concrete, 4" Asphaltic Concrete (P-401) Overlay,Marking, Crack Sealing, Pavement Lights	Aviation Department City of Kansas City, Missouri Lapondzia Jones, Project Manager 816-243-3057	Burns & McDonnell Engineering Co,Inc. Jason Fuehne, P.E. 816-823-7034	Aug 2014	\$5,743,000.00
4	Taxiway B & C Repairs Kansas City International Airport Cold milling concrete, 4" Asphaltic Concrete (P-401),Marking	Aviation Department City of Kansas City, Missouri Lapondzia Jones, Project Manager 816-243-3057	Burns & McDonnell Engineering Co,Inc. Jason Fuehne, P.E. 816-823-7034	April 2015	\$1,007,262.00

City of Peculiar
List of Various MoDot Projects Completed

Name

MoDOT - Rte 150, Jackson, Botts Road

MoDOT Various On Call Patching

Time & Material Project

MoDOT 2012 Various on call Bridges

Time & Material Project

MoDOT Rte 70 & 40, Jackson - Radmacher

MoDOT Rte 635, Platte

MoDOT Rte 29 Platte J4I-2168 -

MoDOT Rte 7- Jackson - J4P-2315

MoDOT Rte 435, Platte, J4I-237

MoDOT 435 & 69, Clay 130222-C03

MoDOT Rte 35 13022-C05 Comanche

MoDOT Rte 35, Charlotte Bridge CCC

MoDOT Rte 35, 130322-C01 CCC

MoDOT Rte 35, Jackson, 130322-C01 Comanche

MoDOT Rte E, Platte County, 130322-C10

MoDOT Rte 35 12th St Brg - 130322-C09

MoDOT Rte 49, Cass, J4P2389 -

MoDOT Rte I-35 Clay, J4I1773

MoDOT Rte 92, Platte, 130517-C

MoDOT Rte 435, Platte 131018-C01

MoDOT - Rte N, Clay J4S-1473

MoDOT - Rte 635, 29, Platte 14

MoDOT Rte Various & 49, 140221

MoDOT - Manchester Bridge DBuild

MoDOT - Rte 670, Jackson 140321-C02

MoDOT - JOC Interstate Asph - J2I-2166F

MoDOT - JOC Major Asph - J4P-2363

MoDOT Rte 152, Clay, N. Oak - J4P-3096H

MoDOT - Rte 152, Platte, Guard Cable - J4P-3050

MoDOT Rte 49, Cass Harrisonville Inter

MoDOT - Rte 40 & LS Rd - J4P-2387 & 87B

MoDOT - Manchester DB 40 Hwy Brg - Coman

MoDOT - Rte Y, Cass, 150220-C02

MoDOT - Rte Var Brgs, Clay Platte - J4I-3028

MoDOT - Rte 69, Clay - 150320-C08

MoDOT - Rte Var, Clay Brgs 150320-C04

MoDOT - Rte 131, Lafayette, 150320-C02

MoDOT - Rte 49 & 211th, Cass

MoDOT - Rte 435, Jackson, 150821-C01

MoDOT Var Brg JOC - J4I-3017, 140221-C03

MoDOT - Rte 435, Clay, Parvin to I-35 -151120-C02

MoDOT - Rte 7, Cass, 160122-C02 - Miles

MoDOT - Rte 169, Clay, 160122-C09

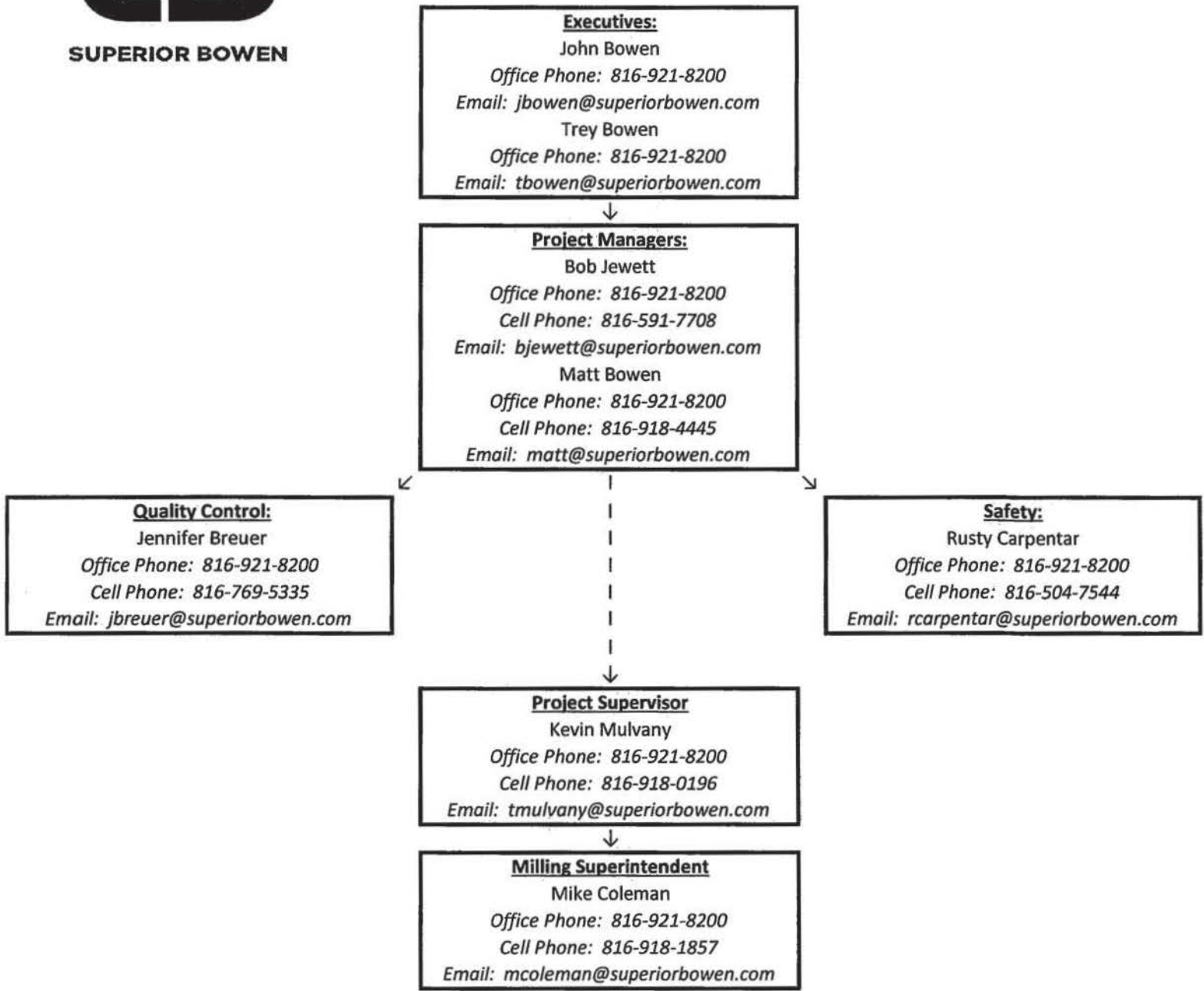
MoDOT - Rte 92, Platte, 160318-C06



SUPERIOR BOWEN

Superior Bowen

Peculiar 2017 Asphalt Street Overlay Projects Organizational Chart





Superior Bowen Asphalt Company Statement of Safety

1. The Company will carry on its operations with the highest regard for the safety of all its employees and the public. Mere publication of safety policies is not sufficient. These policies must be complied with, implemented, and enforced. Even though good design and good construction practices are necessary, safety is still primarily the responsibility of every member of the organization.
2. The Company will provide safe working conditions for all employees and remove hazards from the job site. Safety is of utmost importance in the performance of all duties and must not be in emergencies or because of undue haste. No job is so important or service so urgent that we cannot take time to perform our work safely.
3. The Company will review the safety practices of subcontractors on your jobs.
4. Failure to disclose relevant information could result in termination or denial of employment.
5. Violation of this Safety Policy or the Company's Drug & Alcohol Policy may result in the reduction or forfeiture of Workers' Compensation Benefits or Unemployment Compensation Benefits.
6. Failure to use or wear personal protective equipment will result in discipline, up to and including termination.



February 6th, 2017

RE:
Superior Bowen Asphalt Co
NCCI Experience Modifier Rate (EMR)

Dear Sir or Madam:

Please see below a five year history for Superior Bowen Asphalt's Experience Modification Rate.

Superior Bowen Asphalt's NCCI risk ID number is 911064340.

The published EMR's for the past 5 years are:

June 1, 2016	.49
June 1, 2015	.49
June 1, 2014	.52
June 1, 2013	.54
June 1, 2012	.57

Please let us know if any further assistance is needed.

Sincerely,

A handwritten signature in black ink, appearing to read 'Lance Luther', with a long, sweeping horizontal line extending to the right.

Lance Luther, ARM, CRIS
Account Executive
Assured SRA
Direct: (913) 236-3011 | Mobile: (816) 716-3451
5201 Johnson Drive, Suite 500, Mission, KS 66205

FEB 03 2017 **MoDOT**

105 West Capitol Avenue
P.O. Box 270
Jefferson City, Missouri 65102

Missouri Department of Transportation
Patrick K. McKenna, Director

573.751.2551
Fax: 573.751.6555
1.888.ASK MODOT (275.6636)

January 30, 2017

Superior Bowen Asphalt Company, LLC
P.O. Box 9669
Kansas City, MO 64134

Dear Sir or Madam:

This is to acknowledge receipt of your Contractor Questionnaire. The questionnaire qualifies you to bid as a prime contractor on highway projects of **any dollar amount**. Your questionnaire will be retained on file for one year, with an expiration date of January 31, 2018. Your contractor vendor number is **0011249**. If you have any questions pertaining to filing questionnaires or to expiration dates, please call Christina Teter at 573-751-8305.

The Highway and Transportation Commission does not issue a gross qualification figure to prospective bidders. The lowest responsible bidder for each project is determined by the commission, while taking into consideration the required contractor questionnaire, experience, skill, performance, and current contract commitments of the bidder. The Commission reserves the right to reject any bid and also the right to reject all bids.

If a successful bidder is doing business in the State of Missouri under a fictitious name, then such bidder shall furnish to the Highway and Transportation Commission a certified copy of its registration of fictitious name. All successful bidders who are corporations organized in states other than Missouri shall furnish to the commission a certified copy of a certificate of authority to do business in Missouri. Both the registration of fictitious name and the certificate of authority to do business in Missouri may be obtained from the Secretary of State, Corporate Division, P.O. Box 778, Jefferson City, MO 65102. In the event the successful bidder already has on file with the commission such a certificate, then an additional certificate will not be required.

Sincerely yours,



David D. Ahlvers
State Construction and Materials Engineer



Our mission is to provide a world-class transportation experience that delights our customers and promotes a prosperous Missouri.

www.modot.org



SUPERIOR BOWEN ASPHALT COMPANY, L.L.C.

11030 Hickman Mills Drive • P.O. Box 9669 • Kansas City, Missouri 64134
(816) 765-1313 • Fax (816) 765-0945



January 2, 2017

EQUAL EMPLOYMENT OPPORTUNITY POLICY

Affirmative Action Obligations, Non-Segregation, Recruitment, and Designated
Employee Relations Officer

The employment policies and practices of Superior Bowen Asphalt Company, L.L.C. is to recruit, hire, train and promote qualified persons in all job classifications without discrimination based on race, color, religion, covered disability, pregnancy, sex, age, veteran status, national origin, citizenship, ancestry, genetic information, sexual orientation, gender identify or any status protected by applicable law. To ensure that all personnel actions such as hiring, compensation, benefits, transfers, layoffs, return from layoffs, promotions, discipline, termination, company sponsored training, education, tuition assistance, and social/recreational programs are administered in accordance with the letter and spirit of the provisions of the Civil Rights Act of 1964, and Executive Order 11246, Affirmative Action Regulations Sec. 503 of the Rehabilitation Act of 1973 and Sec. 402 of the 1974 Vietnam Era Veterans Readjustment Assistance Act. The American with Disabilities Act of 1990 and The Age Discrimination in Employment Act of 1967.

Equal Employment Opportunity is not only the law, but it is a principle of our Company's operation. I personally stand behind this principle and expect each employee to cooperate fully in our effort to achieve this goal of equal employment opportunities.

All applicants meeting our Basic Occupational Qualifications for any job are welcome and encouraged to apply for jobs with our company. We earnestly request your help in the recruiting phase of our affirmative action program. Please refer all qualified minority and female applicants for employment to our management.

It has been and remains the policy of this Company to have NO discrimination in Company provided accommodations with the exception of group restrooms or changing areas, which may be divided by sex. Company provided accommodations are open to all employed without regard race color, religion, covered disability, pregnancy, sex, age, veteran status, national origin, citizenship, ancestry, genetic information, sexual orientation, gender identify or any status protected by applicable law. The Company also does not discriminate or harass any applicant or employee based on that individual's relationship or association with any individual with a disability.

Let this Certification testify that the Company does not maintain or permit any segregation of its facilities, with the exception of group restrooms or changing areas which may be divided by sex and that no employee will be denied access to any facility based on segregation. Should you be aware of any violation to this policy, please assist Superior Bowen Asphalt Company, L.L.C. by reporting the violation to any Supervisor, General Superintendent or to the Company's designated Employee Relations Officer.

The Employee Relations Officer (EEO Officer) is Donnetta Cole. Ms. Cole can be contacted at:

11030 Hickman Mills Dr., Kansas City, MO 64134-4215.
Work: (816) 763-6377 or Email: donnetta@superiorbowen.com

SUPERIOR BOWEN ASPHALT COMPANY, L.L.C

Trey Bowen
President

"An Equal Opportunity Employer"



City of Peculiar Missouri

Project No. ST 17-001A

Recent Awards:

2016 Kansas Contractors Association - Safety Award

2016 Missouri Asphalt Pavement Association - Quality Paving Award

2016 National Asphalt Pavement Association - Quality in Construction Award

2016 Kansas Asphalt Pavement Association - HMA Overlay 1st Place - KDOT I-35

2016 Kansas Asphalt Pavement Association Directors Award _ KDOT Gateway Project



City of Peculiar Missouri

Project No. ST 17-001A

Please access our website for further information:

superiorbowen.com

00440 - QAP SPECIFICATIONS

Quality Assurance Plan

The quality of the finished project is important to the Participating Agencies and their citizens. The Agencies will consider the contractor's approach to developing and completing a project of the highest quality as part of the bid evaluation to ensure the contractor's ability to meet or exceed our citizens' expectations. As part of the Bid Proposal, the BIDDER shall submit a written Quality Assurance Plan to describe and outline at a minimum the following:

- Organization of the Proposal (5 points): Was the submittal clear, legible and easily understandable? Did the submittal look professional in appearance?
- Project Contact Experience/Qualifications (9 points): Provide a narrative titled "Qualifications and Experience" describing the Contractor's project organization and its qualifications and experience and ability to perform the work. Identify the resident superintendent, and other Key Personnel, proposed for the Project along with contact information. (NOTE: Superintendent must be committed to the Project for its duration, and may not be removed or substituted without the Participating Agencies' prior written consent. See General Conditions 6.01B.) Provide project descriptions of similar projects completed within the last seven years which best illustrate Bidder's ability to successfully perform the work required as part of the Project. To the extent possible, Bidder should focus on projects that were similar in nature to the Project, that were of comparable size and complexity, and that were performed for public bodies. Provide a contact name, with current address and telephone number, for the owner of each project.
- Quality of Suppliers and Subcontractors (7 points): Provide an organizational chart showing the structure and positions of the team proposed to be assigned to the Project construction subcontractors and major suppliers. Describe the organizational position, function, and responsibilities of each team member, showing reporting relationships and showing clear lines of authority and communication. Provide company profiles for each subcontractor.
- Plan to Address Quality Requirements (6 points): Provide a narrative describing the Contractor's approach to the construction of the project that will ensure a high quality project that meets and exceeds the standard specifications which includes testing, monitoring, and documenting. Describe how the Contractor will approach differing field conditions and their resolution process.
- Customer Service Program (5 points): Provide a narrative describing the Contractor's approach to providing communication to the adjacent property owners and businesses regarding construction activities, changes in construction phasing, and changes to their utilities. The communication plan should also address communication with the emergency services.
- Approach to Traffic Control (5 points): Provide a narrative describing the Contractor's approach to maintaining access and minimizing impacts to the public during construction of the project. Provide drawings and/or sketches depicting construction phasing, traffic control and access maintenance that may better suit the means and methods of construction identified by the Contractor.

- Approach to Project Clean Up and Closeout (5 points): Provide a narrative describing the Contractor's approach to project staging, control of debris, and public safety on the site. Include the Contractor's approach to project closeout.
- Schedule (5 points): Contractor shall provide a proposed general schedule indicating calendar days from Notice to proceed to aid Participating Agencies in administration of the work. Per contract documents all work is to be completed and closed out by October 31, 2015/17
- Additional Information or Effort (3 points): Additional information or effort included in the Quality Assurance Plan will be considered in the evaluation.

Note: The BIDDER is cautioned that it is their sole responsibility to submit the information. The OWNER is under no obligation to solicit such information if it is not included in the BIDDER'S original proposal. Failure to provide such information may affect the evaluation of the BIDDER'S proposal.

Bidder: Superior Bowen Asphalt Company, L.L.C.



BID FORM

Contract Number ...ST17-001

Project Title 2017 Asphalt Street Overlay Projects

1. The undersigned Bidder, having examined the Bidding Documents, related documents and the Site of the Work, and being familiar with all the conditions affecting the construction of the proposed Work, including Laws and Regulations and the availability of labor, materials and equipment, agrees, if this Bid is selected by OWNER, to enter into an Agreement with OWNER using the form included in the Contract Documents to furnish all labor, materials, equipment and services necessary for the proper completion of the Work in accordance with the Contract Documents, at the price(s) stated below, which stated sum(s) include(s) all fees and other costs applicable thereto.

2. The Bid Price(s) shall be shown in both words and figures for Section A of the Unit Prices sheet. In the event of discrepancy between the words and numeric figures, the words shall govern.

TOTAL BID PRICE IN NUMBER FIGURES \$ \$2,097,700.75

TOTAL BID PRICE IN WORDS Two Million, ninety seven thousand, seven hundred dollars and seventy five cents.

3. **G.21** - Unit Prices are incorporated into this Bid. Form(s) must be completed and returned with this Bid.

4. The undersigned Bidder has given OWNER's Project Manager written notice of all conflicts, errors or discrepancies that it has discovered in the Bidding and Contract Documents and the written resolution thereof by the Project Manager or by the DESIGN PROFESSIONAL is acceptable to Bidder.

5. The undersigned Bidder agrees that this Bid shall remain subject to selection by OWNER, and may not be withdrawn for ninety (90) days after the day Bids are opened.

6. The undersigned Bidder certifies that this Bid contains no modifications, deviations, riders or qualifications.

Bidder: Superior Bowen Asphalt Company L.L.C.

7. The undersigned Bidder acknowledges receipt of the following addenda listed by number and date appearing on each addendum:

Addendum No.	Dated	Addendum No.	Dated	Addendum No.	Dated
(1)	(April 26, 2017)	()	()	()	()
()	()	()	()	()	()
()	()	()	()	()	()

(Submit Bid security with Bid.)

- Business Entity Type:
- Missouri Corporation
 - Foreign Corporation
 - Fictitious Name Registration
 - Sole Proprietor
 - Limited Liability Company
 - Partnership
 - Joint Adventure (Joint Venture)
 - Other: Missouri L.L.C.

(Specify)

Legal name and address of Bidder:
Superior Bowen Asphalt Company, L.L.C.
2501 Manchester Trafficway
Kansas City, Missouri 64129

Telephone No. 816-921-8200

Facsimile No: 816-921-8251

E-Mail Address: matt@superiorbowen.com

Federal Identification Number 43-1861896

I hereby certify that I have authority to execute this document on behalf of Bidder, person, firm, partnership, corporation or association submitting Bid.

By: *Mathew Bowen*
(Signature)

Mathew Bowen
(Print Name)

Title: Vice-President

Date: May 2, 2017

(Attach corporate seal if applicable)

NOTARY *Laura L. Roehrich*
 Subscribed and sworn to before me this 2nd day of May, 2017
 My Commission Expires: October 27 2020

LAURA L. ROEHRICH
 Notary Public - Notary Seal
 STATE OF MISSOURI
 Jackson County
 My Commission Expires: Oct. 27, 2020
 Commission # 12446238

Unit Prices
Project Number 17-001
2017 Asphalt Street Overlay Projects
Section A

Project

Notes:

- 1 In the event of discrepancy, unit price shall govern
- 2 The City reserves the right to award or omit all or any bid alternate to the contractor

Item #	Item Description	Unit	City of Belton	City of Pleasant Hill	City of Raymore	City of Peculiar	Total Qty	Unit Price
1	Edge Milling, (0"-2") – Contractor Retain Millings	SY						
1a	Edge Milling, (0" 2") City Retain Millings	SY		18000	70000	52451	140451	\$1.75
2	Full Width Milling (0"-2") – Contractor Retain Millings	SY						
3	Virgin Surface Asphalt, APWA Type 3-R, 2-inches	SY						
3a	Recycled Surface Asphalt, APWA Type 3-R, 2- inches	Tons		3000	7700	6647	17347	\$54.50
4	Base Repair, Virgin Asphalt Base, APWA, Type 1-01, 8-inches	SY						
4a	Base Repair, Recycled Asphalt Base, APWA, Type 1-R, 8-inches	SY		1200	2272	18128	21600	\$42.00
5	Ground Loop Detectors	EA						

Unit Rate Pricing - Section B					
Item #		Description	Unit	QTY	Unit Price
6	a	Edge Milling (0"-2") - City Retain Millings	SY	1-500	\$15.00
	b	Edge Milling (0"-2") - City Retain Millings	SY	501-1500	\$7.50
	c	Edge Milling (0"-2") - City Retain Millings	SY	1501-3000	\$4.00
	d	Edge Milling (0"-2") - City Retain Millings	SY	3001 and over	\$2.50
7	a	Full Width Milling (0"-2") - City Retain	SY	1-500	\$20.00
	b	Full Width Milling (0"-2") - City Retain	SY	501-1500	\$10.00
	c	Full Width Milling (0"-2") - City Retain	SY	1501-3000	\$5.00
	d	Full Width Milling (0"-2") - City Retain	SY	3001 and over	\$3.00
8	a	(6" - 8") Base Repair, Recycled Asphalt Base, APWA, Type 1-01	SY	1-500	\$70.00
	b	(6" - 8") Base Repair, Recycled Asphalt Base, APWA, Type 1-01	SY	501-1500	\$60.00
	c	(6" - 8") Base Repair, Recycled Asphalt Base, APWA, Type 1-01	SY	1501-3000	\$55.00
	d	(6" - 8") Base Repair, Recycled Asphalt Base, APWA, Type 1-01	SY	3001 and over	\$50.00
9	a	4" Recycled Asphalt Base, APWA, Type 1-01	SY	1-250	\$45.00
	b	4" Recycled Asphalt Base, APWA, Type 1-01	SY	251-500	\$40.00
	c	4" Recycled Asphalt Base, APWA, Type 1-01	SY	501-750	\$35.00

	d	4" Recycled Asphalt Base, APWA, Type 1-01	SY	751-1000	\$30.00
	e	4" Recycled Asphalt Base, APWA, Type 1-01	SY	1001 and over	\$25.00
10	a	2" Virgin Surface Asphalt, APWA, Type 3-01	SY	1-250	\$30.00
	b	2" Virgin Surface Asphalt, APWA, Type 3-01	SY	251-500	\$25.00
	c	2" Virgin Surface Asphalt, APWA, Type 3-01	SY	501-750	\$20.00
	d	2" Virgin Surface Asphalt, APWA, Type 3-01	SY	751-1000	\$15.00
	e	2" Virgin Surface Asphalt, APWA, Type 3-01	SY	1001 and over	\$10.00
11	a	2" Recycled Surface Asphalt, APWA, Type 3-01	SY	1-250	\$29.50
	b	2" Recycled Surface Asphalt, APWA, Type 3-01	SY	251-500	\$24.50
	c	2" Recycled Surface Asphalt, APWA, Type 3-01	SY	501-750	\$19.50
	d	2" Recycled Surface Asphalt, APWA, Type 3-01	SY	751-1000	\$14.50
	e	2" Recycled Surface Asphalt, APWA, Type 3-01	SY	1001 and over	\$9.50
12	a	Subgrade Repair (6" - 8")	SY	1-500	\$70.00
	b	Subgrade Repair (6" - 8")	SY	501-1500	\$60.00
	c	Subgrade Repair (6" - 8")	SY	1501-3000	\$55.00
	d	Subgrade Repair (6" - 8")	SY	3001 and over	\$50.00



BID BOND

Contract Number ST 17-001

Project Title 2017 Asphalt Street Overlay Projects

Bond Number _____

KNOW ALL MEN BY THESE PRESENTS:

That Superior Bowen Asphalt Company, LLC of Kansas City, Missouri as Principal,
and ^{Travelers Casualty and Surety Company of America} corporation, as Surety, hereby bind themselves, their heirs, executors,
administrators, successors and assigns, jointly and severally, firmly by these presents unto
PECULIAR, MISSOURI, a Charter City in the State of Missouri, as Oblige, in the sum of
Five Percent of the Amount Bid Dollars (\$ 5% _____
_____) , lawful money of the United States.

WHEREAS, Principal is herewith submitting its Bid to enter into a contract with Peculiar for the above referenced project,

NOW, THEREFORE the condition of this obligation is such that if the Principal is awarded the contract the Principal will, within the time required, enter into a formal contract and give a good and sufficient surety bonds to secure the performance of the terms and conditions of the contract and for the prompt payment of all labor and material furnished in the prosecution thereof as required by the contract documents, then this obligation shall be void; otherwise the Principal and Surety will immediately pay unto the Oblige the full amount of this bond as liquidated damages for failure to fulfill the conditions of this obligation, but in no event shall the Surety's liability exceed the penal sum hereof.

The bond must be obtained from companies holding certificates of authority as acceptable sureties (31 CFR Part 223)

IMPORTANT - Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 580 as amended) and be authorized to transact business in Missouri.

Signed, sealed and delivered this 2nd day of May _____ 2017.

BIDDER AND PRINCIPAL

Name, address and facsimile number of Bidder and Principal

Superior Bowen Asphalt Company, LLC
2501 Manchester Trfwy.
Kansas City, Missouri 64129
816.921.8251

I hereby certify that I have authority to execute
this document on behalf of Bidder and Principal.

By: Mathew Bowen
Title: Vice-President

Date: May 2, 2017

(Attach corporate seal if applicable)

SURETY

Name, address and facsimile number of Surety:

Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183
860.277.5722

I hereby certify that I have authority to execute this document
on behalf of Surety.

By: Stephen Boule
Title: Attorney-In-Fact

Date: May 2, 2017

(Attach seal and Power of Attorney)

PECULIAR, MISSOURI

The foregoing bond is approved.

Carl M. Brooks 5/11/17
Director of Public Works (Date)
Carl M. Brooks, P.E.

Approved as to form and legality:

City Attorney (Date)



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 231811

Certificate No. 007116890

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Stephen Bowen, Travis Holt, and Sue Koster

of the City of Kansas City, State of Missouri, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.


IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 7th day of February, 2017.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: 
Robert L. Raney, Senior Vice President

On this the 7th day of February, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2021.




Marie C. Tetreault, Notary Public

CONTRACTING REQUIREMENTS



**CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM**

DATE: June 26, 2017

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 type="checkbox"/> Agreement	<input type="checkbox"/> Discussion	<input checked="" type="checkbox"/> Other Contract Amendment	

TITLE / ISSUE / REQUEST

Bill 3278
Staff is requesting Council approve the SFS Architecture Contract Amendment for Construction Administration for the Recreation Activity Center.

FINANCIAL IMPACT

Award To: SFS Architecture
Amount of Request/Contract: \$22,437.00
Amount Budgeted:
Funding Source/Account#:

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
July 2017	June 2018

STAFF RECOMMENDATION

Approve Bill 3278

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

Bill 3278
Contract Addendum

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

On Dec. 28, 2015, City Council approved SFS Architecture for the Architectural Design Services associated with the Recreation Activity Center.

This addendum will amend the original contract to provide for construction administration services for the Recreation Activity Center.

BILL 3278

ORDINANCE

“AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE MAYOR AND CITY MANAGER TO EXECUTE A CONTRACT AMENDMENT WITH SFS ARCHITECTURE FOR THE RECREATION ACTIVITY CENTER PROJECT, IN THE AMOUNT OF \$22,437.00 AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS.”

WHEREAS, The City Council has awarded a construction contract for the Recreation Activity Center; and

WHEREAS, It is necessary and desirable to have the Architect of Record review contractor submittals and perform routine inspections of the work; and

WHEREAS, this work was not part of the scope of services in initial contract with SFS Architecture.

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

Section 1. The City Manager is hereby directed and authorized to execute Contract Addendum in the amount of \$22,437.00 with SFS Architecture, for the Recreation Activity Center project.

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

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

DULY READ THE FIRST TIME THIS 26TH DAY OF JUNE, 2017.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 10TH DAY OF JULY, 2017 BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Barber
Councilmember Berendzen
Councilmember Burke, III
Councilmember Holman

Councilmember Kellogg
Councilmember Moorhead
Councilmember Townsend

ATTEST:

APPROVE:

Jean Woerner, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature



sfsarchitecture

May 30, 2017

Mike Krass
Director of Public Works
City of Raymore, Missouri
100 Municipal Circle
Raymore, Missouri 64083

RE: Recreation Park Activity Center
Raymore, Missouri

Dear Mike,

As requested, attached please find a detailed scope of work and fee proposal for our Construction Administration services for the above referenced project. At the City's request, we have eliminated any construction phase services from the design phase Civil Engineer and Landscape Architect. The City has also requested to provide all interior color selections. We have reduced our submittal review fee accordingly. In addition, it is our understanding the City will review, certify and process all contractor pay applications.

We appreciate the opportunity to continue to work with you and other City stakeholders. If you have questions or comments regarding this information, please do not hesitate to call.

Sincerely,

A handwritten signature in blue ink, appearing to read "Kerry K. Newman", with a long horizontal flourish extending to the right.

Kerry K. Newman, AIA, LEED AP
Principal

Copy: Kwame Smith
File

**Recreation Park Activity Center
Raymore, Missouri
Page 1 of 2**

Scope of Services – Construction Phase Services

Upon bidding of the project, the SFS Team will perform full Architectural/Engineering construction administration services. Disciplines include Architectural, Civil Engineering, Landscape Architecture, Structural Engineering and Mechanical/Electrical/Plumbing Engineering. Services include the following:

1. Pre-construction conference: Architect will develop and distribute meeting agenda, and will administer meeting. Topics include process and procedure for all construction phase activities including progress meetings, construction submittals, mock up reviews, construction scheduling, contractor's application for payment, contractor's requests for information (RFI) and change orders;
2. Construction phase submittals: Architect will receive, distribute, track and log all shop drawings (up to 2 reviews per each submittal. The Owner will review and select all interior colors;
3. Requests for Substitutions: Architect will consider requests for substitutions, as provided for by the Contract Documents.
4. Evaluation of the Work: Architect will visit the site on an approximately bi-weekly basis or as otherwise required to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Construction Documents. On the basis of the site visits, the Architect will keep the Owner informed about the progress and quality of work completed and will report to the Owner (1) known deviations from the Contract Documents and construction schedule, (2) defects and deficiencies observed in the Work and (3) any relevant information about the project during the monthly Owner-Architect-Contractor meetings and intermediate conference calls as needed with the Owner. The Architect will also coordinate on-site review by engineering disciplines as needed during appropriate phases of the project. Architect will interpret and decide matters concerning performance under and requirements of the Contract Documents;
5. Monthly Owner/Architect/Contractor progress meetings: Architect will attend monthly progress meetings to discuss progress of submittals, RFI's, contractor's monthly application for payment, construction schedule and any outstanding issues.
6. Contractor's Applications for Payment: Not included in Architect's services. Owner will review, certify and process monthly applications for payment.
7. Response to contractor's request for information (RFI's): Architect will receive, track, log and respond to all RFI's with the exception of RFI's regarding color selections to be reviewed by the Owner.

**Recreation Park Activity Center
Raymore, Missouri
Page 2 of 2**

8. Changes in the Work: The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Architect will prepare Changer Orders and Construction Change Directives for the Owner's final approval and execution in accordance with the Contract Documents.
9. Project Completion: Upon substantial completion of the project, Architect will visit the site and perform a punch list and report. Once punch list items have been completed, the Architect will perform a final walk through site visit to confirm completion of punch list items.

Construction Administration Services Fees:

Basic Services Compensation is proposed at a lump sum of \$22,437.00.

Reimbursable Expenses:

Reimbursable expenses are included in the basic services fee amount. It is anticipated that all submittals will be received and distributed electronically.

Phase 2 Basic Services Exclusions:

The following items are not included in our Phase 2 Basic Services fees:

1. Full time on-site representation;
2. Commissioning;
3. Preparation of record documents;
4. Landscape Architecture;
5. Civil Engineering;
6. Review of contractor's O&M manuals and warranties;
7. Review and selection of interior colors;
8. Special inspections and testing.



**CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM**

DATE: June 26, 2017

SUBMITTED BY: Mike Ekey

DEPARTMENT: Communications

- | | | | |
|---|-------------------------------------|---------------------------------------|---|
| <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 3279
Memorandum of Understanding Guiding the Placement of Art in City Parks

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: Arts Commission and Parks & Recreation Board
Date: Various
Action/Vote: Approved (AC, 6-0; P&R, 7-1)

LIST OF REFERENCE DOCUMENTS ATTACHED

Memorandum of Understanding
Approved sites for future artwork in City parks

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

The members of the Arts Commission and Parks & Recreation Board have developed and recommend approval of the memorandum of understanding guiding the selection, placement and maintenance of art in the City's parks.

The Art Commission met with the Parks & Recreation Board at its May 9 work session to discuss the MOU and recommend changes.

The Parks & Recreation Board approved the MOU at its regular meeting on May 23 with the Arts Commission giving its approval to the MOU at its regular meeting on June 13.

Staff recommends approval.

BILL 3279

ORDINANCE

“APPROVAL OF A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY AND PARKS & RECREATION BOARD GUIDING THE PLACEMENT AND MAINTENANCE OF ART IN THE CITY’S PARKS.”

WHEREAS, The City Council established the Arts Commission to development new opportunities to bring works of public art to our community; and

WHEREAS, The Parks & Recreation Board shares the Arts Commission’s vision to bring works of art to the City’s public parks and greenspaces; and

WHEREAS, Both the Parks & Recreation Board and the Arts Commission have developed a memorandum of understanding to help guide staff and it resources when it comes to the placement and maintenance of artwork in the City’s parks.

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

Section 1. The Agreement is hereby approved and the authorized representative of the City is hereby directed to enter into the Agreement with the Parks & Recreation Board, a copy of which Agreement is attached hereto and incorporated by reference herein as **Exhibit A**.

Section 2. The Mayor shall be the authorized representative of the City herein for all instruments identified in Section 4.4(e) of the Charter.

Section 3. The Mayor and the City Clerk are hereby directed and authorized to execute the Agreement for and on behalf of the City of Raymore.

Section 4. The Mayor, the City Clerk and the City Manager are hereby directed and authorized to take the necessary steps under the Agreement to implement its terms.

Section 5. Effective Date. The effective date of approval of this Ordinance shall be coincidental with the Mayor’s signature and attestation by the City Clerk.

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

DULY READ THE FIRST TIME THIS 26TH DAY OF JUNE, 2017.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 10TH DAY OF JULY, 2017 BY THE FOLLOWING VOTE:

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

ATTEST:

APPROVE:

Jean Woerner, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature

PUBLIC ART COOPERATION AGREEMENT AND MEMORANDUM OF UNDERSTANDING

THIS PUBLIC ART COOPERATION AGREEMENT AND MEMORANDUM OF UNDERSTANDING is entered into as of this _____ day of _____, 2017, by and between the City Manager of the City of Raymore, Missouri, and agent and official of the City of Raymore, Missouri appointed and serving pursuant to Articles V of the Charter of the City of Raymore, Missouri and the Parks and Recreation Board of the City of Raymore, Missouri, an administrative board and agency of the City of Raymore, Missouri established and existing pursuant to Sections 90.500 through 90.570 of the Revised Statutes of Missouri, as amended, and Article VIII of the Charter of the City of Raymore, Missouri.

ARTICLE I DEFINITIONS

For purposes of this Public Art Cooperation Agreement and Memorandum of Understanding the following terms shall have, and be defined, according to following definitions:

A. Arts Commission. When used within this Public Art Cooperation Agreement and Memorandum of Understanding, the term “Arts Commission” shall refer to, and be defined as, the duly constituted and appointed Raymore Public Arts Commission.

B. Charter. When used within this Public Art Cooperation Agreement and Memorandum of Understanding, the term “Charter” shall refer to, and be defined as, the Charter of the City of Raymore, as currently adopted.

C. City. When used within this Public Art Cooperation Agreement and Memorandum of Understanding, the term “City” shall refer to, and be defined as, the City of Raymore, Missouri a charter city within Cass County, Missouri.

D. City Council. When used within this Public Art Cooperation Agreement and Memorandum of Understanding, the term “City Council” shall refer to, and be defined as, the City Council for the City.

E. City Manager. When used within this Public Art Cooperation Agreement and Memorandum of Understanding, the term “City Manager” shall refer to, and be defined as, the current acting city manager for the City.

F. MOU. When used within this Public Art Cooperation Agreement and Memorandum of Understanding, the term “MOU” shall refer to, and be defined as, this agreement which is being created for the purposes of identifying and outlining the details and arrangement for installation, maintenance and funding of public artwork within the City.

G. Original Memorandum. When used within this MOU, the term “Original Memorandum” shall refer to, and be defined as, the Cooperation Agreement and Memorandum

of Understanding governing the operation of the City Manager and the Park Board dated February 26th, 2001 which is and remains in full force and effect.

H. Park Board. When used within this MOU, the term “Park Board” shall refer to and be defined as, the duly appointed and constituted Parks and Recreation Board of the City.

I. Public Art. When used within this MOU, the term “Public Art” shall refer to, and be defined as, art in any media that has been planned and executed with the intention of being staged in the physical public domain and accessible for viewing and observance by all.

ARTICLE II RECITALS

A. Pursuant to Article VIII of the Charter, the Park Board enjoys such authority as is conferred by Section 90.500 through 90.570 of the Revised Statutes of Missouri, as amended, including without limitation the supervision and custody of the City’s parks.

B. Pursuant to Article V of the Charter, the City Manager serves as the chief administrative officer of the City and exercises various powers and duties in the areas of administration of City departments and agencies, personnel supervision, budgetary matters, financial supervision, and contractual authority.

C. On February 26th, 2001, the Park Board and the then-acting City Manager, with approval of the City Council, entered into the Original Memorandum to recognize and clarify understandings, procedures, relationships and duties governing the efficient provision of services and the satisfaction of their respective duties and areas of responsibility under the Charter and applicable law and to memorialize the same.

D. Since the establishment of the Original Memorandum the City has continued to expand the services and amenities for its citizenry including the creation of new parks, public lands and public facilities which the parties agree will be benefitted by Public Art.

E. In contemplation of the Original Memorandum, the City Manager and Park Board desire to establish this MOU seeking to recognize and clarify understandings, procedures, relationships and duties governing the commissioning, installation and maintenance of Public Art on the new parks, public lands and public facilities maintained by the Park Board.

NOW THEREFORE, in consideration of the foregoing recitals and of the mutual promises and understandings set forth herein, the parties hereby agree as follows:

ARTICLE III AGREEMENT TERMS

A. City Council Responsibilities. As to the commissioning, installation, maintenance and upkeep of Public Art within the park lands and facilities of the City, the City Council shall have the following control, supervision, improvement, care, custody and responsibilities:

1. The City Council shall provide for the creation, acquisition and installation of Public Art on land and in facilities owned by the Park Board. In the acquisition of Public Art, the City Council may utilize the assistance of the duly constituted and appointed Raymore Art Commission or direct donations of Public Art. In the purchase of Public Art, the City Council may, but is not limited to the utilization of the following funds sources (“Funding Sources”);

- (a) Funds allocated and budgeted by the City,
- (b) Direct donations of funds and Public Art from private citizens,
- (c) Endowed funds acquired by the Raymore Art Commission, and/or
- (d) Funds from grants (including matching grant funds) acquired through governmental and private entities, as may be available.

2. The City Council shall provide for all maintenance and upkeep of any Public Art acquired and installed in park lands and/or facilities owned by the Park Board and may utilize the Funding Sources identified above, in addition to any other funding that may be identified and/or obtained for the same.

3. The City Council shall provide funding, using the Funding Sources for all of the materials and labor required to install the Public Art within the park lands and/or facilities of the City maintained by the Park Board.

4. The City Council shall retain full and complete creative control over the acquisition and installation of the Public Art through the Arts Commission and its established processes at the approved locations identified by the Park Board as provided for in Section B (6) & (7) below.

B. Park Board and Director of the Raymore Parks and Recreation Department Responsibilities. As to the installation, maintenance and upkeep of Public Art within the park lands and facilities of the City, the Park Board and the Director of the Raymore Parks and Recreation Department shall have the following control, supervision and responsibilities:

1. The Director of the Raymore Parks and Recreation Department, shall be responsible to notify the Park Board in writing within thirty (30) days of a Request for Qualifications and/or Call for Artists being issued by the Arts Commission for Public Art, including dates for public hearings on the selection of Public Art.

2. The Park Board, by and through the Raymore Parks and Recreation Department shall provide in-kind labor to assist in the site preparation and support for the installation process of approved Public Art acquired by the City.

3. The Park Board shall provide for the general maintenance and upkeep of the property around the installation of the Public Art within the park lands and/or facilities maintained by the Park Board including the replacement and maintenance of lighting included as part of the Public Art installation.

4. The Park Board and Director of the Raymore Parks and Recreation Department shall monitor the status of all Public Art installed within the park lands and/or facilities maintained by the Park Board and shall be responsible for notifying the City Manager, and/or his designee, of any vandalism, weather damage or natural decay requiring that the Public Art be repaired, removed or replaced. If removed and replaced, any new Public Art shall be replaced using the established process for approval and installation.

5. The Park Board agrees that it shall not interfere with, nor deny, the placement of any Public Art that has been approved by the City Council through the established selection process for Public Art at the approved locations identified by the Park Board.

6. The Park Board shall be responsible for identifying approved locations within the parks system for placement of Public Art and shall institute procedures for the inclusion of the same in its park planning processes.

7. The Director of the Raymore Parks and Recreation Department shall notify the City Manager, or their designee, in writing at least thirty (30) days in advance of any park planning meetings by the Park Board that would include identification of approved locations for Public Art within the park lands and/or facilities maintained by the Park Board.

C. Title to Public Art. Unless otherwise determined by written agreement between the City and a commissioned artist, or between the City and the Park Board, the City shall retain full right, authority ownership and control over any Public Art installed within park lands or facilities operated by the Park Board.

D. Annual Report. On or before the second Monday in June, the Park Board shall prepare and present an annual report to the City Council stating:

1. The condition as of the first day of May of that year of the Public Art located within the parks properties and facilities as shall be from time to time entrusted to the Park Board;

2. The necessity for any maintenance and upkeep requirements for Public Art

located within the park properties and facilities as shall be from time to time entrusted to the Park Board;

3. Any suggestions for additional park lands and/or facilities where Public Art may be suggested to better enhance the quality of life for the citizens and guests of the City; and

4. Such other statistics, information and suggestions as the Park Board may deem of general interest as it relates to Public Art within the park lands and/or facilities.

E. Conflict. Any conflict between the terms of this MOU and the Original Agreement shall be resolved in favor of the Original Agreement.

F. Term and Amendment.

1. Term. The initial term of this MOU shall commence upon its execution by the parties and shall run for a period of two (2) years from the date thereof. Thereafter, this MOU shall be reviewed every two (2) years and automatically renewed if no changes are recommended from either party.

2. Amendment. This MOU may be amended only by a writing duly authorized and executed by both parties.

IN WITNESS WHEREOF, the parties have caused this MOU to be executed in their respective names and capacities as of the day and date first above written.

CITY OF RAYMORE, MISSOURI

By: _____
James Feuerborn, City Manager

CITY OF RAYMORE, MISSOURI
PARKS AND RECREATION BOARD

By: _____
William Manson, Chair

Parks and Trails Public Art Plan Overview

Park Art			
Priority	Key	Area	Type of Art
1	M1	Memorial Park Arboretum	Sculpture
1	M2	Memorial Park Trailhead	Sculpture
1	M3	Memorial Park Entrance	Mural
1	M4	Memorial Park Entrance	Interactive Art
2	MV1	Moon Valley	Interactive Art
2	MV2	Moon Valley	Temporary Art Exhibit
3	W1	Ward Park Parking Lot	Mural
3	W2	Ward Park Trail	Small Scale Passive
5	RP1	RAC	Sculpture
5	RP2	Rec Park Concession Stand	Mural
Future	HR	Hawk Ridge Park	TBD in planning/musical feat.
Future	TB	TB Hanna Station	TBD During Planning

Trail Art			
<p>It is the intent of the Public Art Plan to have the trail art tie together through a city-wide exhibit. Additional pieces may be placed along trails, but key features would occur in these locations.</p>			
Priority	Key	Area	Type of Art
4	T1	North Cass Trailhead	Temporary or Interactive
4	T2	Foxridge Drive/Old Mill Trailhead	Temporary or Interactive
4	T3	Eagle Glen/Lucy Webb Trailhead	Temporary or Interactive
4	T4	Eagle Glen/Johnston Trailhead	Temporary or Interactive

New Business



**CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM**

DATE: July 10, 2017

SUBMITTED BY: Jeanie Woerner

DEPARTMENT: Administration

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

TITLE / ISSUE / REQUEST

Approval of liquor license request for the new owner Mahakali LLC dba Cheap Smokes & Liquor

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

Raymore City Code Chapter 600.050: Alcoholic Beverages

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

Mahakali, LLC. (new ownership) dba Cheap Smokes & Liquor located at 1236-1240 W. Foxwood Dr. has filed an application for a liquor license. The applicant has submitted the necessary application and supporting documents as outlined by City Code.

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

SECTION 600.050: - APPLICATION FOR LICENSE AND RENEWAL

- A. *Filing Of An Application.* Each application for an original or renewal license shall be filed with the City Clerk on a form to be provided by the City, signed and sworn to by the applicant. Each application shall be accompanied by a proper remittance reflecting the appropriate license fee made payable to the City.
- B. *Qualifications.* Neither the applicant nor any officer, director or shareholder of a corporate applicant shall have been convicted of a felony or of any distribution, sale or possession of any controlled substances or dangerous drugs. The applicant shall present with the application a bona fide sale contract or option duly executed, which may be subject to the applicant obtaining a liquor license, or a bona fide lease duly executed by the lessor, or an option for a lease duly executed, subject to the applicant obtaining a liquor license, covering the property for which a liquor license is requested. If the applicant is a corporation, the petition shall set forth all of the above information with respect to the managing officer or officers, identifying such officer or officers. The application shall further state the full name of the corporation, its date of incorporation, its registered agent and registered address, the names and addresses of all shareholders of the corporation and whether said corporation operates any other business or controls or is controlled by any other corporation or business and if so, the application shall further state the name of such controlled or controlling corporation or business, its registered agent and registered address and the location of all businesses operated by it and the name and address of any such businesses with a liquor license, whether within or without the City; and the application shall also state if such controlling corporation or any controlled corporation is doing business under a fictitious name and the address where said business is located. The City Council also may request such additional information of an applicant as it may deem necessary for it to make a determination with respect to the issuance of a liquor license.
- C. *Hearing On Application.* Upon the filing of the application with the Clerk, the Clerk shall fix a date for a hearing before the Council not more than thirty-one (31) days from the date of filing of the application and shall give the applicant written notice of the date of the hearing. The hearing shall be conducted in accordance with Section 600.090 of this Chapter.
1. The Council shall consider the location of the proposed business for which a license is sought with respect to its proximity to a school, a church, a public park or playground and to other places of the character for which a license is sought and shall have authority to refuse to issue a license when in their judgment the issuance thereof would not be in the best interests of the locality in which the applicant applies for a location of such place. In no event shall the Council approve the issuance of a license for the sale of liquor within one hundred (100) feet of any school, church or other building regularly used as a place of worship except that when a school, church or place of worship shall thereafter be established within one hundred (100) feet of any place of business licensed to sell intoxicating liquor, renewal of the license shall not be denied for lack of consent in writing as herein provided. Such consent shall not be granted until at least ten (10) days written notice has been provided to all owners of property within one hundred (100) feet of the proposed licensed premises.

2. The Council shall approve the application if after the hearing it finds that:
 - a. Issuance of the requested license would be in the best interests of the locality of the proposed business;
 - b. The applicant is a person of good moral character, a native born or naturalized citizen of the United States of America, a registered voter and a taxpaying citizen of the City;
 - c. No license theretofore issued to such applicant to sell intoxicating liquors has been revoked within two (2) years of the date of the application;
 - d. The applicant has not been convicted since the ratification of the Twenty-First Amendment to the Constitution of the United States of the violation of any law applicable to the sale of intoxicating liquor, or that such applicant has not employed in his/her business any person whose license has been revoked or who has been convicted of violating the provisions of such law since the date aforesaid;
 - e. The applicant plans and proposes to conduct a retail liquor business in compliance with the laws of the State of Missouri, the ordinances of the City and the provisions of this Chapter.
- D. Upon approval of any application for a license, the Clerk shall grant the applicant a license to conduct business in the City for a term to expire with the thirtieth (30th) day of June next succeeding the date of such license, unless such license be revoked or suspended for cause before the expiration of such time.
- E. Applications for renewal of licenses must be filed on or before the first (1st) day of May of each calendar year. Such renewal application shall be reviewed by the Council at its next meeting. Upon approval of the majority of the Council and payment of the license fee provided herein, the Clerk shall renew the license. In the event that any person residing or conducting businesses within two hundred (200) feet of the applicant's place of business shall file a written protest against the renewal of such license, the Council shall conduct a hearing on the application for license renewal as provided in Subsection (D) of this Section.

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



**CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM**

DATE: July 10, 2017

SUBMITTED BY: Jeanie Woerner

DEPARTMENT: Administration

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

TITLE / ISSUE / REQUEST

Approval of liquor license request for Paceline KC, LLC dba MOD Pizza

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

Raymore City Code Chapter 600.050: Alcoholic Beverages

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

Paceline KC, LLC dba MOD Pizza located at 1937 W. Foxwood Dr. has filed an application for a liquor license. The applicant has submitted the necessary application and supporting documents as outlined by City Code.

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

SECTION 600.050: - APPLICATION FOR LICENSE AND RENEWAL

- A. *Filing Of An Application.* Each application for an original or renewal license shall be filed with the City Clerk on a form to be provided by the City, signed and sworn to by the applicant. Each application shall be accompanied by a proper remittance reflecting the appropriate license fee made payable to the City.
- B. *Qualifications.* Neither the applicant nor any officer, director or shareholder of a corporate applicant shall have been convicted of a felony or of any distribution, sale or possession of any controlled substances or dangerous drugs. The applicant shall present with the application a bona fide sale contract or option duly executed, which may be subject to the applicant obtaining a liquor license, or a bona fide lease duly executed by the lessor, or an option for a lease duly executed, subject to the applicant obtaining a liquor license, covering the property for which a liquor license is requested. If the applicant is a corporation, the petition shall set forth all of the above information with respect to the managing officer or officers, identifying such officer or officers. The application shall further state the full name of the corporation, its date of incorporation, its registered agent and registered address, the names and addresses of all shareholders of the corporation and whether said corporation operates any other business or controls or is controlled by any other corporation or business and if so, the application shall further state the name of such controlled or controlling corporation or business, its registered agent and registered address and the location of all businesses operated by it and the name and address of any such businesses with a liquor license, whether within or without the City; and the application shall also state if such controlling corporation or any controlled corporation is doing business under a fictitious name and the address where said business is located. The City Council also may request such additional information of an applicant as it may deem necessary for it to make a determination with respect to the issuance of a liquor license.
- C. *Hearing On Application.* Upon the filing of the application with the Clerk, the Clerk shall fix a date for a hearing before the Council not more than thirty-one (31) days from the date of filing of the application and shall give the applicant written notice of the date of the hearing. The hearing shall be conducted in accordance with Section 600.090 of this Chapter.
1. The Council shall consider the location of the proposed business for which a license is sought with respect to its proximity to a school, a church, a public park or playground and to other places of the character for which a license is sought and shall have authority to refuse to issue a license when in their judgment the issuance thereof would not be in the best interests of the locality in which the applicant applies for a location of such place. In no event shall the Council approve the issuance of a license for the sale of liquor within one hundred (100) feet of any school, church or other building regularly used as a place of worship except that when a school, church or place of worship shall thereafter be established within one hundred (100) feet of any place of business licensed to sell intoxicating liquor, renewal of the license shall not be denied for lack of consent in writing as herein provided. Such consent shall not be granted until at least ten (10) days written notice has been provided to all owners of property within one hundred (100) feet of the proposed licensed premises.

2. The Council shall approve the application if after the hearing it finds that:
 - a. Issuance of the requested license would be in the best interests of the locality of the proposed business;
 - b. The applicant is a person of good moral character, a native born or naturalized citizen of the United States of America, a registered voter and a taxpaying citizen of the City;
 - c. No license theretofore issued to such applicant to sell intoxicating liquors has been revoked within two (2) years of the date of the application;
 - d. The applicant has not been convicted since the ratification of the Twenty-First Amendment to the Constitution of the United States of the violation of any law applicable to the sale of intoxicating liquor, or that such applicant has not employed in his/her business any person whose license has been revoked or who has been convicted of violating the provisions of such law since the date aforesaid;
 - e. The applicant plans and proposes to conduct a retail liquor business in compliance with the laws of the State of Missouri, the ordinances of the City and the provisions of this Chapter.
- D. Upon approval of any application for a license, the Clerk shall grant the applicant a license to conduct business in the City for a term to expire with the thirtieth (30th) day of June next succeeding the date of such license, unless such license be revoked or suspended for cause before the expiration of such time.
- E. Applications for renewal of licenses must be filed on or before the first (1st) day of May of each calendar year. Such renewal application shall be reviewed by the Council at its next meeting. Upon approval of the majority of the Council and payment of the license fee provided herein, the Clerk shall renew the license. In the event that any person residing or conducting businesses within two hundred (200) feet of the applicant's place of business shall file a written protest against the renewal of such license, the Council shall conduct a hearing on the application for license renewal as provided in Subsection (D) of this Section.

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



**CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM**

DATE: July 10, 2017

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 3282
Staff recommends Council award the 2017 Curb Project to Terry Snelling Construction Inc.

FINANCIAL IMPACT

Award To:	Terry Snelling Construction Inc.
Amount of Request/Contract:	\$414,585.00
Amount Budgeted:	\$500,000
Funding Source/Account#:	Fund 36 \$400,000 Fund 46 \$100,000

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
August 2017	October 2017

STAFF RECOMMENDATION

Award contract to Terry Snelling Construction Inc.

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

Contract

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

This project is a continuation of the City's long-term curb replacement program. The 2017 Curb Project will include work in the the following neighborhoods:

Remington Village	Remington
Foxridge Center	Lemor
Silver Lake	Brookside
Ward Park Place	Johnston Industrial Park Addition
Skyvue Estates	Raymore Development Park

Bids were received for the 2017 Curb Project on June 27, 2017:

Terry Snelling Construction Inc.	\$414,585.00
Phoenix Concrete & Underground	\$660,894.30

Terry Snelling Construction Inc. was determined to be the lowest and best bidder. Staff recommends the contract for the 2017 Curb Project be awarded to Terry Snelling Construction Inc. in an amount not to exceed \$414,585.00.

BILL 3282

ORDINANCE

“AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH TERRY SNELLING CONSTRUCTION INC. FOR THE 2017 CURB PROJECT, CITY PROJECT NUMBER 17-275-201, IN THE AMOUNT OF \$414,585.00 AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS.”

WHEREAS, the 2017 Curb project was included in the 2017 budget; and

WHEREAS, bids for this project were received on June 27, 2017; and

WHEREAS, the following bids were provided:

Terry Snelling Construction Inc.	\$414,585.00
Phoenix Concrete & Underground LLC	\$660,894.30

WHEREAS, Terry Snelling Construction Inc. has been determined to be the lowest and best bidder.

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

Section 1. The City Manager is hereby directed and authorized to enter into a contract in the amount of \$414,585.00 with Terry Snelling Construction Inc., for the 2017 Curb Project hereto as Exhibit A for and on behalf of the City of Raymore.

Section 2. The City Manager is hereby authorized to execute the terms of the contract.

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

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

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

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

DULY READ THE FIRST TIME THIS 10TH DAY OF JULY, 2017.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 24TH DAY OF JULY, 2017 BY THE FOLLOWING VOTE:

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

ATTEST:

APPROVE:

Jean Woerner, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature



CONTRACT FOR SERVICES

2017 Curb Projects

AGREEMENT FOR PROVISION OF THE FOLLOWING SERVICES

Agreement made this 24th day of July, 2017, between Terry Snelling Construction Inc., an entity organized and existing under the laws of the State of Missouri, with its principal office located at 20004 E Yocum Road, Independence, MO 64058, 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 July 24, 2017 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 17-275-201 and the General Terms and Conditions in Appendix B, commonly referred to as Contract Terms and Conditions and according to Contract Agreement set forth here. Contractor agrees to provide all labor, materials, tools, permits, and/or professional services and perform the contracted work in accordance with all specifications, terms and conditions as set forth within the proposal documents, including bonding, insurance, prevailing wage requirements, and termination clauses as needed or required. The work as specified in Appendix A may commence upon the signing of this contract and scheduling and approval of the City.

ARTICLE II TIME OF COMMENCEMENT AND COMPLETION

The work shall take a maximum of 120 calendar days. The date of substantial completion shall be that date when the project or portions of the project are officially accepted by the Owner through formal action of the City Council for utilization of the project for its intended purpose. The City shall be the sole determiner as to the fulfillment of the work as described.

ARTICLE III CONTRACT SUM AND PAYMENT

The Contractor agrees to perform all work described in the Contract Documents in the amount of \$414,585.00.

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

ARTICLE IV CONTRACT PAYMENT

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

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

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

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

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

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

ARTICLE V INSURANCE REQUIREMENTS

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

ARTICLE VI DAMAGES/DELAYS/DEFECTS

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

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

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

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

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

If the Contractor shall fail to complete the work within the contract time, or an extension of time granted by the City, the Contractor will pay to the City the amount for liquidated damages as specified in the schedule below for each calendar day that the Contractor shall be in default after

the time stipulated in this contract document. The amount specified in the schedule is agreed upon, not as a penalty, but as liquidated damages for the loss to the City of Raymore and the public of the use of the facility as designated. This amount will be deducted from any money due to the Contractor. The Contractor and Contractor’s surety will be liable for all liquidated damages.

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

ARTICLE VII RESPONSIBILITIES

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

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

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

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

Pollution). All material will be of a type and quality acceptable to the City, and which will not cause injury to property or persons.

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

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

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

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

Contract is subject to the State of Missouri Prevailing Wage Laws (Cass County Annual Wage 24). The contractor shall include the provisions of this clause in all subcontracts for work to be performed by subcontractors under this contract so that provisions of this clause are binding upon subcontractors.

ARTICLE VIII TERMINATION OF AGREEMENT

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

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

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

ARTICLE IX

ARBITRATION

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

ARTICLE X WARRANTY

Contractor warrants that all workmanship shall be of good quality, in conformance with bid specifications and guarantee all materials, equipment furnished, and work performed for a period of two (2) years from the date of substantial completion as noted in the 2013 City of Raymore “Standard Contract Documents and Technical Specification & Design Criteria for Utility and Street Construction.”

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

ARTICLE XI REQUIRED SAFETY TRAINING

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

ARTICLE XII NOTICE OF PENALTIES FOR FAILURE TO PROVIDE SAFETY TRAINING

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

ARTICLE XIII
AFFIDAVIT of WORK AUTHORIZATION

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

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

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

ARTICLE XIV
ENTIRE AGREEMENT

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

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

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

THE CITY OF RAYMORE, MISSOURI

By: _____
Jim Feuerborn, City Manager

Attest: _____
Jean Woerner, City Clerk

(SEAL)

TERRY SNELLING CONSTRUCTION, INC.

By: _____

Title: _____

Attest: _____

APPENDIX A
SCOPE OF SERVICES AND SPECIAL PROVISIONS

2017 Curb Project

SCOPE OF SERVICES:

- The 2017 Curb Replacement Project primarily consist of removal and replacement of existing curb.

List of Streets for Curb Repair

Street	Estimated Quantity
Evans Ave MODIFIED Roll back	2200
Keen St MODIFIED Roll back	1300
Allen Ct Modified High Back	1200
Hampton Dr (Johnston to SHill Rem line) Modified High Back	1000
Seaton Blvd (off Wiltshire) Modified High Back	1800
Laurus Dr (Hampton to Wiltshire) Modified High Back	1400
Camelot Dr Modified High Back	1000
Brook Parkway Entry Repair Regular High Back	1550
Johnston Parkway (58 Hwy to Broadmoor) (East Side) Regular High Back	500
Golf cart crossing curb only (Creekmoor) 5 locations both sides of the road	150
1010 Johnston Dr. Roll back	110
Manse Dr. Modified High Back	1500
Tudor Dr. Modified High Back	500
Foxridge Drive (58 Hwy to Southern Hills) Regular High Back	900
Wiltshire Blvd Modified High Back	1792
Landcaster and Silverlake Dr Valley Gutter	50
Landcaster and Silverlake Dr Roll Back	100

604 Cedar Falls Ct	32
1707 Jo Ann	13
714 Raven	25
806 Raven	38
601 Sunrise	50

1. SPECIFICATIONS WHICH APPLY

The Supplementary Conditions define the Project; establish the standards by which the work will be performed and further clarify those standards for the specific locations involved. These Supplementary Conditions supersede all other provisions of the documents wherein there is a conflicting statement. The performance of the work, the material requirements, the basis of measurement and the basis of payment for the various portions of the work shall be in accordance with the appropriate sections of the Kansas City Chapter of the APWA “Standard Specifications and Design Criteria” current edition, except as altered or modified by these supplementary conditions, and the contract document entitled, “Standard Contract Documents and Technical Specifications & Design Criteria for Utility and Street Construction, City of Raymore, Missouri, latest edition. This document shall be considered Supplementary Conditions for the purpose of Section 1.39 of the Kansas City Chapter of the APWA “Standard Specifications and Design Criteria” and shall be take precedence for construction. All equipment and material not covered by APWA, the City’s Technical Specifications or MODOT’s Standard Specifications for Highway Construction Manual are included following this sheet. *Where the standards are in conflict, the more stringent criteria shall apply.*

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. **Additional streets with various lengths of curb replacement may be added to the project.**

3. PROJECT COMPLETION AND SCHEDULE

Contractor shall complete work within **120** calendar days of issuance 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. SPECIAL CONDITIONS

- *Existing Curb Removal:* The unit price named in the bid shall be for the linear feet of existing curb & gutter removed. The unit price named in the bid shall cover all costs in connection therewith for removing any type of existing curb and/or additional existing materials to install replacement curb including cutting and disposal of material. Curb removal will be in several areas of varying lengths per street. Any required detour or road closure signage or other required signage shall be subsidiary to this bid item. **Weather permitting curb shall be replaced within 24 hours of existing curb removal.** No street cuts shall be permitted during the removal or replacement of the curb without permission.
- *Curb Replacement Modified Straight Back, Modified Roll Back and Roll Back:* The unit price named in the bid shall be for the linear feet of curb & gutter replaced. The unit price named in the bid shall cover all costs in connection therewith for both modified straight back (see attached detail), modified roll back (reduced back of curb height at selected driveways entrances) and roll back curb, including: doweling into existing curb, installation of new curb and protection of the new curb during the curing process. Curb replacement will be in several areas of varying lengths per street. Concrete curb shall be an approved KCMMB 4K mixture. Any required detour or road closure signage or other required signage shall be subsidiary to this bid item. **Weather permitting curb shall be replaced within 24 hours of existing curb removal.** One set of concrete compressive

strength cylinders shall be made each week curb is installed. Four cylinders per test site will be required. Testing shall be subsidiary to this bid item. No street cuts shall be permitted during the removal or replacement of the curb without permission. Curb backfill and if required asphalt repairs shall be completed within 5 days of the new curb installation. (See attached curb replacement straight back curb and gutter detail for the modified straight back curb profile)

- *Curb Replacement (CG-1) Straight Back:* The unit price named in the bid shall be for the linear feet of curb & gutter replaced. The unit price named in the bid shall cover all costs in connection therewith for CG-1, including: doweling into existing curb and installation of new curb and protection of the new curb during the curing process. Curb replacement will be in several areas of varying lengths per street. **Concrete curb shall be an approved KCMMB 4K mixture.** Any required detour or road closure signage or other required signage shall be subsidiary to this bid item. **Weather permitting curb shall be replaced within 24 hours of existing curb removal.** One set of concrete compressive strength cylinders shall be made each week curb is installed. Four cylinders per test site will be required. Testing shall be subsidiary to this bid item. No street cuts shall be permitted during the removal or replacement of the curb without permission. Curb backfill and if required asphalt repairs shall be completed within 5 days of the new curb installation.
- *Valley Gutter:* The unit price named in the bid shall be for the linear feet of valley gutter replaced. The unit price named in the bid shall cover all costs in connection therewith for valley gutter, including: doweling into existing curb and installation of new curb and protection of the new curb during the curing process. Curb replacement may be in several areas of varying lengths per street. **Concrete curb shall be an approved KCMMB 4K mixture.** Any required detour or road closure signage or other required signage shall be subsidiary to this bid item. **Weather permitting curb shall be replaced within 24 hours of existing curb removal.** One set of concrete compressive strength cylinders shall be made each week curb is installed. Four cylinders per test site will be required. Testing shall be subsidiary to this bid item. No street cuts shall be permitted during the removal or replacement of the curb without permission. Curb backfill and if required asphalt repairs shall be completed within 5 days of the new curb installation. **The valley gutter shall be 1' thick x 2' wide with (2) #5 rebar reinforcement rods installed the length of the valley gutter.**
- *Surface Mount Detectable Warning Tiles:* The unit price named in the bid shall be for each tile installed. The unit price named in the bid shall cover all costs in

connection therewith to install the tiles on existing ADA ramps. The tiles shall be Surface Applied Armor Tile Detectable Warning Surface or an approved equal. The tile shall be at least 2' x 4' in size and be brick red in color.

- *Site Restoration:* Site Restoration shall be considered subsidiary to the curb replacement bid item. The contractor shall follow APWA specifications section 2400 for Type A seed. Topsoil shall be used as fill material. Topsoil shall be defined as: fertile, friable and loamy soil of uniform quality, without admixture of subsoil material, and shall be free from material such as hard clods, stiff clay, hardpan, partially disintegrated stone, pebbles larger than one inch in diameter, and other impurities. Topsoil shall be relatively free from grass, roots, weeds, and other objectionable plant material or vegetative debris undesirable or harmful to plant life or which will prevent the formation of suitable seedbed. **Acceptance of this project and release of final payment will not occur until vegetation is established.**
- *Working Hours:* No work shall start before 7:00 A.M. including maintenance of equipment. ALL streets will be open to traffic no later than 4:00 p.m. unless expressly authorized in writing by the City Engineer. The City Engineer shall approve all work to be performed on Saturday, Sunday and on any holidays. All requests for doing such work shall be given 48 hours in advance.
- *Traffic Control and Traffic Routing:* Construction operations shall be coordinated to result in the least practicable delay to traffic. Flagmen are required for all one way traffic operations. In the case where the flagmen with signing paddles are in excess of 300 feet or out of visual contact, two-way radios will be required for traffic control. Prior to construction, the contractor must submit to the city a Traffic Control Plan meeting the requirements of the Manual on Uniform Traffic Control Devices.
- *Signing:* The Contractor will furnish adequate signs, barricades, warning lights and all other equipment necessary in accordance with the Manual on Uniform Traffic Control Devices, to direct and re-route traffic and will furnish flagmen and other personnel necessary to provide the required traffic control in accordance with the approved schedule of operations.
- *Construction Schedule:* After being awarded the contract, the Contractor shall immediately prepare and submit for approval by the City, a construction schedule that will insure completion of the project within the contract time. The schedule shall be submitted to the Engineer within ten (10) calendar days after issuance of

the notice of award. The Contractor will notify the City immediately of any significant changes in the submitted schedule of work.

- *Weather Limitations:* The contractor shall follow the Mid-West Concrete Industry Board, Inc (MCIB) Sections 10 and 11 for cold or hot weather concrete.

7. ADDITIONAL REQUIREMENTS

- *Notification:* Contractor shall place door hangers on the doors of affected property owners 48 hours in advance of the removal operations.
- *Tax Exempt:* This is a Tax Exempt Project
- *Utilities:* Regardless of what utilities are shown in the bidding documents and utility locations listed, the bidder shall contact each area utility to determine the presence and location of the utility lines. The bidder shall determine and shall assume the risk as to whether utilities that are to be relocated by the utility company have in fact been relocated and if not, when the utility company anticipates the relocation shall be completed. The bidder shall independently determine the reliability of the information received from the utility companies and shall make the determination as to the sequence and timing of utility relocations in determining a bid.

8. PROTECTION OF PUBLIC & PRIVATE PROPERTY

- *Missouri One Call:* Before starting work, the Contractor shall notify all utilities involved, and shall request them for cooperation in locating lines in advance of the work. The Contractor shall make reasonable effort to avoid breaking utility lines. The utility shall be notified immediately should a break occur in a line during construction under this contract. Any lines so broken by the contractor shall be repaired according to the utility company's standards at the expense of the Contractor.
- *Pavement Protection:* Wherever the work is along existing pavement, which is to be retained, traction equipment with lugs will not be permitted. The Contractor shall use utmost care not to damage or destroy any existing pavement. Any pavement damaged or destroyed due to the operations of the Contractor, which is not within the contract limits shall be replaced.

- *Damages:* The Contractor will exercise care to prevent damage to existing roadways, highways, ditches, shoulders, structures, trees, and underground utilities adjacent to construction site. The Contractor shall be held responsible for all damage to roads, highways, shoulders, ditches, bridges, culverts, trees, and other property, caused by him or his subcontractors in transporting materials to or from the site of work, regardless of location of such damage, and shall pay for or replace such damaged property to the satisfaction of the Owner of such property.

9. MEASUREMENT AND PAYMENT

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

CITY OF RAYMORE, MISSOURI
RFP # 17-275-201

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 July, 2017.

C. *Insurance*

The Bidder/Contractor shall procure, maintain, and provide proof of, insurance coverage's for injuries to persons and/or property damage as may arise from or in conjunction with, the work performed on behalf of the City of Raymore by the Bidder/Contractor, its agents, representatives, employees or subcontractors. The City of Raymore shall be named as an additional insured under such insurance contracts (except for Worker's Compensation coverage). A Certificate of Insurance will be required within ten calendar days from the date of receipt of the Notice of Award. Claims made on policies must be inforce or that coverage purchased for three (3) years after contract completion date.

1. General Liability

Coverage shall be as broad as: Comprehensive General Liability endorsed to include Broad Form, Commercial General Liability forms including Product/Completed Operations.

Minimum Limits

General Liability:

\$1,000,000 Each Occurrence Limit

\$ 100,000 Damage to Rented Premises

\$ 5,000 Medical Expense Limit

\$1,000,000 Personal and Advertising Injury

\$2,000,000 General Aggregate Limit

\$1,000,000 Products & Completed Operations

\$ 50,000 Fire Damage Limit

2. Excess/Umbrella Liability

\$5,000,000 Each Occurrence

\$5,000,000 Aggregate

3. Automobile Liability

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

Minimum Limits

Automobile Liability:

\$1,000,000 Combined Single Limit

\$1,000,000 Each Occurrence Limit

\$5,000 Medical Expense Limit

4. Workers' Compensation

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

D. *Hold Harmless Clause*

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

E. *Exemption from Taxes*

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

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

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

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

Contractor agrees to pay all employees involved in this contract the required wages as listed in the prevailing Wage Order 24 for Cass County, Missouri, USA.

G. *Invoicing and Payment*

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

Invoices shall be based on the following schedule:

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

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

H. *Cancellation*

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

I. *Contractual Disputes*

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

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

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

J. *Severability*

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

K. *Applicable Laws*

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

L. *Drug/Crime Free Work Place*

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

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

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

M. *Inspection*

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

N. *No Escalation of Fees*

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

O. *Safety Training*

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

P. *Prevailing Wage Requirement*

The contract resulting from this solicitation is subject to the State of Missouri Prevailing Wage Law (Cass County Wage Order 24). The Contractor shall include the provisions of this clause in all subcontracts for work to be performed by subcontractors under this contract so that provisions of this clause are binding upon subcontractors.

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

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

Q. *Permits*

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

R. *Bid Bond*

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

S. *Performance Bond*

The Contractor shall within ten (10) days after the receipt of the notice of award furnish the

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

T. Payment Bond

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

U. Maintenance Bond

Prior to acceptance of the project by the Raymore City Council, the Contractor shall furnish the Owner with a Maintenance Bond in penal sum equal to an amount of one half (50%) of the contract price and that shall remain in full force and effect for a period of two (2) years from the date of project acceptance by the Raymore City Council. The Maintenance Bond shall guarantee all materials and equipment furnished and work performed shall be free of defects due to faulty materials or workmanship and that the Contractor shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to the parts of the system resulting from such defects. The Owner will give notice of observed defects with reasonable promptness. In the event that the Contractor should fail to make such repairs, adjustments, or other work that may be made necessary by such defects, the Owner may do so with all costs, including administration fees, going against the Maintenance Bond. Such bond shall be executed by the Contractor and a corporate bonding company licensed to transact such business in the state in which the work is to be performed. The expense of this bond shall be borne by the Contractor. If any time a surety on any such bond is declared a bankrupt or loses its right to do business in the state in which the work is

to be performed, the Contractor shall within ten (10) days after notice from the Owner to do so, substitute an acceptable bond in such form and sum and signed by such other surety or sureties as may be satisfactory to the Owner. The premiums on such bond shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable bond to the Owner.

V. Rejection of Bids

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

W. Release of Information

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

X. 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.

Y. Affidavit of Work Authorization and Documentation:

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

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

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

AFFIDAVIT

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

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

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

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

KNOWINGLY: A person acts knowingly or with knowledge,

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

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

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

BEFORE ME, the undersigned authority, personally appeared Terry S. Snelling, who, being duly sworn, states on his oath or affirmation as follows:

Name/Contractor: Terry S. Snelling Pres.

Company: TERRY SNELLING CONSTRUCTION INC

Address: 20004 E. Yocum Rd. Independence, Mo 64058

- 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 # 17-275-201.
- 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.

TERRY SNELLING CONSTRUCTION INC
Company Name

Terry Snelling
Signature

Name: TERRY S. SNELLING

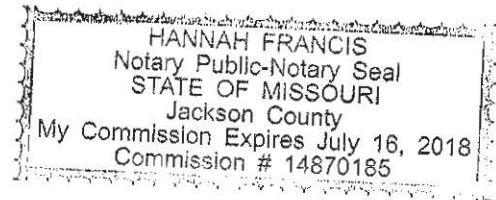
Title: Pres

STATE OF Missouri COUNTY OF Jackson

Subscribed and sworn to before me this 26th day of June, 2017.

Notary Public: Hannah Francis

My Commission Expires: 7/16/2018



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.

**INSTRUCTIONS FOR RESPONDING TO
RFP 17-275-201**

Please Remit

- * One (1) original signed unbound proposal
- * Two (2) copies of original signed proposal

PROPOSAL CHECKLIST TO INCLUDE WITH PACKET	
✓	Form A - Commitment to sign Agreements
↓	Form B - Contractor Disclosures
↓	Form C - Experience/References
↓	Form D - Work Agreement
↓	Form E - Proposal Pricing (Including unit prices, where required)
↓	Addenda, if applicable
↓	E-Verify - Attach to original
↓	Bid Bond (if required) - Attach to original

Total of three (3) proposals submitted

MUST BE RECEIVED BY: June 27, 2017 10:00 a.m.

**PLEASE MARK YOUR SUBMITTAL "SEALED PROPOSAL 17-275-201" WITH
YOUR COMPANY NAME PRINTED ON IT AND SUBMIT IT TO:**

Kim Quade, CPPB
Purchasing Specialist
City of Raymore
100 Municipal Circle
Raymore, Missouri 64083

Any questions regarding this Request for Proposal shall be submitted to Margie Sullivan, Engineering Administrative Assistant, by email at MSullivan@raymore.com or by phone at (816) 892-3020.

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.

NO BID:

If not submitting a Proposal, respond by returning the attached "No Bid Response Form". Failure to submit either a Proposal or a *No Bid Response* may be cause for removal of the Respondent from the City of Raymore mailing list.



City of Raymore
Kim Quade, CPPB
100 Municipal Circle
Raymore, MO 64083
(816) 892-3045
Fax: 816-892-3093
E-Mail: Kquade@raymore.com

"NO BID RESPONSE FORM"

NOTE: COMPLETE AND RETURN THIS FORM ONLY IF YOU DO NOT WANT TO SUBMIT A PROPOSAL RESPONSE

If you do not wish to respond to this proposal request, but would like to remain on the City of Raymore vendor list, please fill out this form and return to the Purchasing Specialist by e-mail or fax.

Request for Proposal: 17-275-201 - 2017 Curb Project

Company Name: _____
Address: _____

Telephone: _____
Contact: _____
Date: _____

Reasons for not submitting a proposal response:

PROPOSAL FORM A
RFP 17-275-201

PROPOSAL VALIDITY AND COMMITMENT TO SIGN AGREEMENTS

I (authorized agent) Terry S. Snelling having authority to act on behalf of
(Company name) Terry Snelling Construction Inc do hereby
acknowledge that (Company name) TERRY SNELLING CONST INC will be bound by all
terms, costs, and conditions of this proposal for a period 90 days from the date of submission;
and commit to sign the Agreements.

FIRM NAME: TERRY SNELLING CONSTRUCTION INC.

ADDRESS: 20004 E Yocum Rd
Street

ADDRESS: Independence Mo. 64058
City State Zip

PHONE: 816-985-4507

E-MAIL: tssnelling@yahoo.com

DATE: 6/27/2017
(Month-Day-Year) Terry S. Snelling
Signature of Officer/Title Pres.

DATE: 6/27/2017
(Month-Day-Year) Kelly L. Smy
Signature of Officer/Title Sec.

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 17-275-201

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

PROPOSAL FORM C
RFP 17-275-201

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
- Telephone Number
- Project Name, Amount and Date completed

Please refer to attached job listing

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

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

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

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

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

State the number of Years in Business: 15

State the current number of personnel on staff: 20

Terry Snelling Construction Inc

20004 E. Yocum Road
 Independence, Missouri 64058

816-985-4507

Tsnellingconst@sbcglobal.net

Fax Line 816-796-9888

Contract Amount	Type of work	Completed	Location	Name and Address
\$300,000.00	Curb Replacement	12/13	Raymore, Mo.	City of Raymore, 100 Municipal Circle, Raymore, Mo. 64083
\$141,800.00	Concrete Pavements	11/13	Kansas City, Ks.	Harcros Chemical Company 5200 Speaker Road Kansas City, Kansas 66106
\$92,000.00	Street and Curb Reconst	11/13	Overland Park, KS.	Peterson Companies C/O Asphalt Wizards
\$80,000.00	Harcros Chem Trench Drain	3/14	Kansas City, KS	Harcros Chemical Co. Mr Dwane Fuller 5200 Speaker Rd, KC Ks 66106
\$292,000.00	2014 Curb Replacement,	7/14	Raymore, MO .	City of Raymore, 100 Municipal Circle, Raymore, Mo. 64083
\$188,000.00	Harcros Chemical Acid Cont	8/14	Kansas City, KS	Harcros Chemical Co. Mr Dwane Fuller 5200 Speaker Rd, KC Ks 66106
\$185,000.00	Eagle Glen Trail	4/15	Raymore, MO .	City of Raymore, 100 Municipal Circle, Raymore, Mo. 64083
\$110,000.00	2014 Sidewalk	4/15	Raymore, MO .	City of Raymore, 100 Municipal Circle, Raymore, Mo. 64083
\$120,000.00	Acid Loading Building Rehab Mr Dwane Fuller 816-509-1715	12/15	Kansas City, KS	Harcros Chemical Co. Speaker Rd, KC Ks 66106
\$440,174.00	2015 Curb Replacement Paschal Smith 816-308-7917	12/15	Raymore, Mo	City of Raymore, MO 100 Municipal Circle Raymore, Mo 64083
\$138,627.00	2015 Sidewalk Program Paschal Smith 816-308-7917	11/15	Raymore, MO	City of Raymore, MO 100 Municipal Circle Raymore, MO 64083
\$276,000.00	Olathe Station Shopping Ctr Rob Paszkiewicz 816-560-7768	12/15	Olathe Kansas	Paradise Asphalt Maint P O Box 266 Lee's Summit,MO 64063
\$ 200,000.00	Harcros Chemical Company Mr Dwane Fuller 816-509-1715	9/15	Kansas City, KS	Harcros Chemical Co. 5200 Speaker Road Kansas City, KS 66106

Terry Snelling Construction Inc

\$ 250,000.00	City of Independence, MO Fairmount Trail	4/16	Indep. MO	Independence, MO Mr Scott Moran 816-599-1845
\$ 230,000.00	City of Independence, MO Overton Ave Improvements	4/16	Indep. MO	Independence, MO Mr Sheldon Hannah 816-935-1916
\$250,000.00	Cobra Contracting Roe Park Construction	8/16	Overland Park, KS	Cobra Contracting Mike Hallahan 913-568-9421
\$600,000.00	Belton, Missouri Curb Construction Project	10/16	City of Belton, MO	Kate Patras 816-331-4331
\$350,000.00	Harcros Chemical Company Misc Concrete Projects	11/16	Kansas City, KS	Harcros Chemical Company Dwane Fuller 913-621-7743
\$300,000.00	2015 Curb Replacement Peculiar, MO	11/16	Peculiar, MO	City of Peculiar Carl Brooks 816-289-8838
\$276,000.00	Concrete Repair Project Mark Fullington 816-377-5660	12/16	Metro KC	Paradise Asphalt Maint P O Box 266 Lee's Summit,MO 64063
\$288,000.00	Curb Replacement 2016	12/16	Raymore, Mo.	City of Raymore, 100 Municipal Circle, Raymore, Mo. 64083
\$200,000.00	Sidewalk Replacement 2016	12/16	Raymore, Mo.	City of Raymore, 100 Municipal Circle, Raymore, Mo. 64083
\$200,000.00	Paving and Cul-de-sac modifications	3/17	Village of Loch Lloyd	Loch Lloyd HOA Ms Linda King 816-318-9570
\$ 30,000.00	Richmond Middle school Parking	5/2017	Paradise Asphalt	Mr Bob Paradise 816-277-6085
\$ 45,000.00	Walmart Richmond Mo Parking Imp	5/2017	Preferred Asphalt	Mr Rob Paszkiewicz 816-723-7364
\$250,000.00	City of Parkville, MO Curb Program (In progress 75% complete)	6/2017	City of Parkville	Mr. Alan Schank 913-915-4156
\$ 180,000.00	City of Independence Overlay (Subcontractor Superior/Bowen Turner Michaels)	5/2017	City of Indep	Mr Dan Winnelman 816-935-1920

STATE OF MISSOURI



John R. Ashcroft
Secretary of State

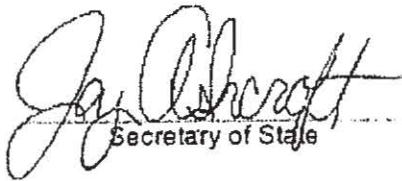
CORPORATION DIVISION
CERTIFICATE OF GOOD STANDING

I, JOHN R. ASHCROFT, Secretary of State of the State of Missouri, do hereby certify that the records in my office and in my care and custody reveal that

Terry Snelling Construction Inc.
00994298

was created under the laws of this State on the 24th day of August, 2009, and is in good standing, having fully complied with all requirements of this office.

IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the GREAT SEAL of the State of Missouri. Done at the City of Jefferson, this 10th day of April, 2017.


Secretary of State



Certification Number: CERT-04102017-0043

PROPOSAL FORM D

RFP 17-275-201

Proposal of TERRY SNELLING CONSTRUCTION INC, organized and existing
(Company Name)
under the law of the State of MISSOURI, doing business
as a corporation (*)

To the City of Raymore, Missouri: In compliance with your Request for Proposal, Bidder hereby proposed and agrees to furnish all labor, tools, materials and supplies to successfully complete all requirements defined in City Project No. 17-275-201 – 2017 Curb Project.

This work is to be performed in strict accordance with the Plans and Specifications, including addendum number(s) 1, issued thereto, receipt of which is hereby acknowledged for the following unit prices.

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

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

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

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

BID PROPOSAL FORM E – Project No. 17-275-201

2017 Curb Projects

Base Bid

Bid Items	Units	Estimated Quantities	\$/Units	Total
Existing Curb Removal	LF	17210	1 ⁰⁰ /	\$ 17210 ⁰⁰
Curb Installation Modified Straight Back and Roll Back	LF	14260	22. ⁵⁰	\$ 320850 ⁰⁰
Curb Removal and Replacement (CG-1) Straight Back	LF	2950	24. ⁵⁰	\$ 72275 ⁰⁰
Valley Gutter	LF	50	35. ⁰⁰	\$ 1750 ⁰⁰
Surface mount detectable warning tiles for ADA Ramps	Each	10	250 ⁰⁰	\$ 2500 ⁰⁰
TOTAL BASE BID				\$ 414585⁰⁰

Total Base Bid for Project

Number: 17-275-201

\$ 414,585.⁰⁰

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

(\$ Four hundred fourteen thousand five hundred eighty five dollars no/100)

In blank above write out the sum of the bid.

BID OF: TERRY SNELLING CONSTRUCTION INC
 (Firm Name)

DATE: 6-27-2017



City of Raymore

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

ADDENDUM NO. 1

2017 Curb Replacement Project: 17-275-201

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

Addendum No. 1 - Appendix A

Update Appendix A - Section 6 "SPECIAL CONDITIONS" as follows:

Replace 'Curb Replacement Modified Straight Back, Modified Roll Back and Roll Back' with the following:

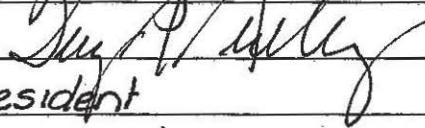
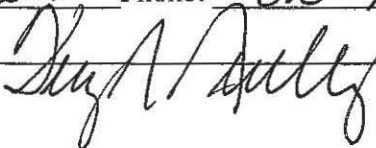
- *Curb Replacement Modified Straight Back, Modified Roll Back and Roll Back:* The unit price named in the bid shall be for the linear feet of curb & gutter replaced. The unit price named in the bid shall cover all costs in connection therewith for both modified straight back (see attached detail), modified roll back (reduced back of curb height at selected driveways entrances) and roll back curb, including: doweling into existing curb, installation of new curb and protection of the new curb during the curing process. Curb replacement will be in several areas of varying lengths per street. Concrete curb shall be an approved KCMMB 4K mixture. Any required detour or road closure signage or other required signage shall be subsidiary to this bid item. **Weather permitting curb shall be replaced within 24 hours of existing curb removal.** One set of concrete compressive strength cylinders shall be made each week curb is installed. Four cylinders per test site will be required. Testing shall be subsidiary to this bid item. No street cuts shall be permitted during the removal or replacement of the curb without permission. Curb backfill and if required asphalt repairs shall be completed with in 5 days of the new curb installation. (See attached curb replacement straight back curb and gutter detail for the modified straight back curb profile)

Pre-Bid Attendees:

Phoenix Concrete & Underground
Freeman Concrete
Terry Snelling Construction
Miles Excavating

Any other questions regarding this proposal shall be submitted to Margie Sullivan, Engineering Administrative Assistant, by email at msullivan@raymore.com or by phone at (816) 892-3020. There will be no questions allowed after June 22, 2017 at 5 p.m.

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

Company Name: Terry Snelling Construction Inc
By:  TERRY S. SNELLING
Title: President
Address: 20004 E Yocum
City, State, Zip: Indep. Mo 64058
Date: 6/27/2017 Phone: 816-985-4507
Signature of Bidder: 

ADDENDUM MUST BE SUBMITTED WITH BID

Miscellaneous

THE RAYMORE CITY COUNCIL HELD A WORK SESSION ON MONDAY, JUNE 19, 2017, AT 7:00 P.M. AT RAYMORE CITY HALL.

COUNCIL PRESENT: MAYOR TURNBOW, COUNCILMEMBERS ABDELGAWAD, BARBER, BERENDZEN, BURKE, KELLOGG, MOORHEAD, AND TOWNSEND. ALSO PRESENT: CITY MANAGER JIM FEUERBORN, CITY ATTORNEY JONATHAN ZERR, AND CITY STAFF MEMBERS.

Mayor Turnbow called the meeting to order at 7:00 p.m.

A. Delivery of Charter Review Commission Recommendation

Having completed its review of the City Charter, the Charter Review Commission presented the City Council with recommendations for changes to the Charter. Review of the Charter Review Commission recommendations is scheduled as an agenda item for discussion on the next several City Council work sessions.

B. APWA Accreditation Site Visit

The City has been working for nearly two years to put into place best practices and internal review procedures necessary to make application for the American Public Works Association Accreditation. That organizations review team will be conducting a site visit on June 26 and June 27. Public Works Director Mike Krass discussing the agenda for this visit with the City Council.

C. Update to the City Council on the Solid Waste Request for Proposal

City Manager Jim Feuerborn updated Council on the recent Request for Proposals for Solid Waste/Recycling Yard Waste Services.

D. Other

Mayor Turnbow adjourned the work session of the Raymore City Council at 8:32 p.m.

THE **PLANNING AND ZONING COMMISSION** OF THE CITY OF RAYMORE, MISSOURI, MET IN REGULAR SESSION **TUESDAY, JUNE 20, 2017** IN THE COUNCIL CHAMBERS OF CITY HALL, 100 MUNICIPAL CIRCLE, RAYMORE, MISSOURI WITH THE FOLLOWING COMMISSION MEMBERS PRESENT: CHAIRMAN WILLIAM FAULKNER, KELLY FIZER, CHARLES CRAIN, LEO ANDERSON, JOSEPH SARSFIELD, DON MEUSCHKE, AND MELODIE ARMSTRONG. ABSENT WERE ERIC BOWIE AND MAYOR KRISTOFER TURNBOW. ALSO PRESENT WERE COMMUNITY DEVELOPMENT DIRECTOR JIM CADORET, ASSOCIATE PLANNER DAVID GRESS, ASSISTANT PUBLIC WORKS DIRECTOR ED IEANS AND CITY ATTORNEY JONATHAN ZERR.

1. **Call to Order** – Chairman Faulkner called the meeting to order at 7:12 p.m.
2. **Pledge of Allegiance**
3. **Roll Call** – Roll was taken and Chairman Faulkner declared a quorum present to conduct business.
4. **Personal Appearances** – None
5. **Consent Agenda**
 - a. **Acceptance of minutes of June 6, 2017 meeting.**

Motion by Commissioner Anderson, Seconded by Commissioner Crain to accept the consent agenda.

Vote on Motion:

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

Motion passed 7-0-0.

6. **Old Business - None**
7. **New Business -**
 - a. **Case #17020 - Traffic Flow Changes to Municipal Circle (public hearing)**

Community Development Director Jim Cadoret presented the staff report.

Mr. Cadoret stated the request is to consider a modification to the traffic flow pattern on Municipal Circle by changing the existing two-way flow into a counterclockwise one-way pattern with angle parking spaces. There are approximately 60 existing parking spaces and the change to angle parking will add an additional 30 spaces.

Mr. Cadoret stated that Chapter 530 of the City Code requires that any change in use of public right-of-way requires a public hearing be held and approval from the Planning and Zoning Commission.

Mr. Cadoret indicated that Municipal Circle is a fifty-foot right of way that was approved in 2002.

Mr. Cadoret stated a Good Neighbor meeting was held on May 3rd and two property owners attended with questions on resurfacing of Municipal Circle and the use of on-street parking by tenants. The City will be completing a micro-surface of the road this summer and that the angle parking spaces are for the use and benefit of everyone.

Mr. Cadoret stated the standards for the angle parking spaces are identified in the Unified Development Code and that all spaces in the Municipal Complex are shared spaces. Minor modifications will be done to the City lot south of City Hall to allow direct access for vehicles to Broadmoor Drive to the east.

Mr. Cadoret stated staff recommends approval of the request.

Chairman Faulkner opened the public hearing at 7:24 p.m.

There were no public comments made.

Mr. Cadoret stated that the request was advertised for a public hearing and entered into the record the mailed notices to adjoining property owners; notice of publication in The Journal; Unified Development Code; application; Growth Management Plan; and the staff report.

Chairman Faulkner closed the public hearing at 7:25 p.m.

Commissioner Meuschke asked if the new connection to Broadmoor from the City lot would be done as part of the microsurfacing of Municipal Circle.

Assistant Public Works Director Ed leans indicated yes it would.

Commissioner Meuschke asked if the current access drives to the City parking lot would remain.

Mr. Cadoret stated existing access drives would remain.

Commissioner Meuschke asked if the connection to Broadmoor would reduce the number of parking spaces in the City lot.

Mr. Cadoret stated yes, with a reduction of three to four spaces.

Commissioner Sarsfield asked about the use of parking spaces available on other lots in the Municipal Complex and if those spaces were available to everyone.

Mr. Cadoret indicated that all spaces in Municipal Circle are required to be shared spaces and available to anyone.

Commissioner Anderson commented on the Centerview site plan review and that the Commission was advised adequate parking was available and wanted to know how the City got to seeing a need for an additional thirty spaces.

Mr. Cadoret indicated when Centerview was proposed the minimum number of parking spaces required was met. With the proposed angle parking spaces, additional spaces can be provided in front of the buildings on Municipal Circle, which seems to benefit everyone.

Commissioner Anderson asked if sidewalks would be provided around the Circle and if crosswalks would be provided.

Mr. Cadoret stated sidewalk will be constructed by the City around the perimeter of Municipal Circle, crosswalks will be provided between City Hall and Centerview, and lighting will be added along the new sidewalks.

City Attorney Jonathan Zerr reiterated that staff has indicated the change in traffic flow creates a safer environment for pedestrians.

Commissioner Sarsfield asked if any new development had to provide off-street parking.

Mr. Cadoret indicated yes, off-street parking is required for any development in the Municipal Complex.

Commissioner Anderson asked about the undeveloped lots the City owns.

Mr. Cadoret stated the City owns Lots 4 and 5 which are southwest of City Hall.

Motion by Commissioner Anderson, Seconded by Commissioner Sarsfield, to approve the request to modify the existing two-way traffic pattern on Municipal Circle to a counterclockwise one-way pattern and replace the on-street parallel parking spaces with angle parking spaces.

Commissioner Anderson asked if the speed limit would be adjusted on Municipal Circle.

Mr. Cadoret stated the speed limit has not been discussed on being changed, but could be considered.

Chairman Faulkner asked if City Council changes speed limits.

Mr. Cadoret indicated City Council does set speed limits.

Vote on Motion:

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

Motion passed 7-0-0.

8. City Council Report

City Attorney Jonathan Zerr gave the City Council report.

9. Staff Report

Mr. Cadoret provided an overview of the upcoming cases to be considered by the Commission.

Assistant Public Works Director Ed leans provided an update on the following projects: Gore road water line extension; Foxwood Springs water tower; and the 2017 sidewalk and curb programs.

10. Public Comment

None

11. Commission Member Comment

Commissioner Fizer indicated she attended the Centerview opening and thought it was a wonderful facility.

Commissioner Crain indicated the Centerview building is fantastic and is something to be proud of.

Commissioner Sarsfield stated he attended the opening of Centerview and it is a beautiful building.

Commissioner Anderson also attended the opening of Centerview and likes the utility of the building and that dollars spent on event space outside of Raymore can now remain in the City.

Commissioner Armstrong did not attend the opening but looks forward to seeing it.

Commissioner Meuschke stated he likes the wayfinding signage in Harrisonville and wondered if anything similar can be done in Raymore.

Mr. Cadoret stated improving wayfinding is an item the City will be working on as part of the new branding effort being completed.

Chairman Faulkner stated he also attended the grand opening of Centerview and took the opportunity to drive Municipal Circle and envision the one-way traffic pattern.

12. Adjournment

Motion by Commissioner Meuschke, Seconded by Commissioner Crain to adjourn the June 20, 2017 Planning and Zoning Commission meeting.

Vote on Motion:

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

Motion passed 7-0-0.

The June 20, 2017 meeting adjourned at 7:56 p.m.

Respectfully submitted,

Jim Cadoret

THE RAYMORE PARKS AND RECREATION BOARD MET IN REGULAR SESSION TUESDAY, MAY 23 , 2017, IN THE CITY HALL COUNCIL CHAMBERS AT 100 MUNICIPAL CIRCLE, RAYMORE, MISSOURI.

MEMBERS PRESENT: Chairman Manson, Members: Castleman, Cipolla, Eastwood, Harris, Heath, Houdyshell, Seimears and Trautman.

STAFF PRESENT: Director Musteen, Superintendent Rulo, Superintendent McLain and Office Assistant Naab.

1. Call to Order: Chairman Manson called the meeting to order at 7:01 pm.

2. Roll Call

3. Pledge of Allegiance

4. Personal Appearance

5. Acceptance of Minutes of April 25, 2017 Meeting

Motion: Member Harris moved to approve the April 25, 2017 minutes.
Member Castleman seconded.

Discussion: None

Vote:	9 Aye	Member Castleman	Aye
	0 Nay	Member Cipolla	Aye
	0 Absent	Member Eastwood	Aye
		Member Harris	Aye
		Member Heath	Aye
		Member Houdyshell	Aye
		Member Manson	Aye
		Member Seimears	Aye
		Member Trautman	Aye

6. Committee Reports

Budget Committee	(did not meet)
Recreation Committee	(did not meet)
Grounds Committee	(did not meet)

7. Staff Reports

Recreation Superintendent John McLain highlighted his written report which included: administrative operations is getting ready for the move to Centerview, staff has been working on year end projections for FY17, Coordinator Hedrick met with Challenger representatives about competitive soccer tryouts and clinics for the upcoming fall season, Coordinator Keith met with her staff from the Belton, Pleasant Hill and Harrisonville day camps to discuss crossover competitions and events during the summer and is conducting summer counselor training. On May 5, there was a 3 day tournament. 24 teams participated. Superintendent Mclain helped set up the Ray-Pec Foundation 5k mad dash which had 160 participants and over 200 attendees. The

Original Town Farmers Market starts June 6 and the Walter Buck Memorial Fishing Derby will be June 3. The first Movie night of the summer will be on June 23.

Parks Superintendent Steve Rulo submitted a written report, highlighting that staff cut up asphalt at the baseball complex and poured concrete for bollards to be installed in the pedestrian entrances. The shade structures have held up well the past four week which included severe winds and storms.

Parks & Recreation Director Musteen highlighted his written report. June 5 will be moving week for the administrative offices. Offices will be fully operational as permanent home on June 12, 8 am. Postcard invitations were sent out for the grand opening of Centerview June 16, 3-6 pm. The tree board will host the Arbor Day event as well. Member Seimears asked who is moving the parks staff? We will be moving ourselves. Anything that does not fit in Centerview will be stored for later use in the RAC.

8. Old Business

9. New Business

A. Centerview Policy

Action Item

Director Musteen provided the Park Board a revised policy for Centerview. Updates are based off the May 9 Work Session comments from the Park Board. Staff requested approval of the Centerview rental policy.

Motion: Member Harris moved to accept the Centerview Policy
Member Seimears seconded

Discussion: Member Harris asked a question regarding recurring rentals. A recurring rental would be every 3rd monday for a year as an example.

Vote:	9 Aye	Member Castleman	Aye
	0 Nay	Member Cipolla	Aye
	0 Absent	Member Eastwood	Aye
		Member Harris	Aye
		Member Heath	Aye
		Member Houdyshell	Aye
		Member Manson	Aye
		Member Seimears	Aye
		Member Trautman	Aye

B. Schedule of Fees

Action Item

Staff presented the FY18 Proposed Schedule of Fee's to the Park Board. This included the fees associated for Centerview. Staff requested recommendation from the Park Board to present the Schedule of Fees to the City Manager.

Motion: Member Harris moved to accept the Centerview Policy
Member Castleman seconded

Discussion: None

Vote:	9 Aye	Member Castleman	Aye
	0 Nay	Member Cipolla	Aye
	0 Absent	Member Eastwood	Aye
		Member Harris	Aye
		Member Heath	Aye
		Member Houdyshell	Aye
		Member Manson	Aye
		Member Seimears	Aye
		Member Trautman	Aye

C. CIP Recommendation

Action Item

Director Musteen presented Staff's recommended FY 18 - FY 22 CIP Plan as reviewed by the Park Board on April 25 during Work Session.

Motion: Member Harris moved to accept the CIP Recommendation FY 18-FY 22
Member seconded

Discussion: None

Vote:	9 Aye	Member Castleman	Aye
	0 Nay	Member Cipolla	Aye
	0 Absent	Member Eastwood	Aye
		Member Harris	Aye
		Member Heath	Aye
		Member Houdyshell	Aye
		Member Manson	Aye
		Member Seimears	Aye
		Member Trautman	Aye

D. Public Art Memorandum of Understanding

Action Item

During the May 9 Work Session, the Park Board and members of the Art's Commission reviewed the Public Art MOU. Staff is asked for approval of the Park Board to enact this memorandum of understanding which provides guidelines for staff of the process, installation and care of public art in parks. Member Castleman asked if funding between the Park Board and the Art Commission will remain separate. Staff confirmed that funds will remain independent.

Motion: Member Cipolla moved to accept the Public Art Memorandum of Understanding
Member Harris seconded.

Discussion:

Vote:	9 Aye	Member Castleman	Aye
	1 Nay	Member Cipolla	Aye
	0 Absent	Member Eastwood	Aye

APPROVED: June 28,, 2017 (8-0)

Member Harris	Nay
Member Heath	Aye
Member Houdyshell	Aye
Member Manson	Aye
Member Seimears	Aye
Member Trautman	Aye

10. Public Comment

11. Board Member Comment

- Member Harris explained his reason for voting no on the Public Art MOU. He is for the agreement and supports the MOU, however, he prefers that the agreement not be automatically renewed every two years and should be required for a review and vote to renew. Member Harris also stated that the baseball shade structures looked great.
- Member Trautman stated that the parks are in incredible shape and look great.
- Member Houdyshell thanked Coordinator Keith for her work on Summer Camp and the hours she puts in. She also thanked Superintendent Rulo for his work in the parks.
- Member Seimears stated that the parks look good and the native grasses and flowers look great.
- Member Heath commented that the soccer fields look great and thanked the staff for their good work
- Member Manson thanked to Superintendent Mclain for his work with the programs, Superintendent Rulo for his work in the parks and Director Musteen for his work with the department.

12. Adjournment

Motion: Member Harris moved to adjourn the regular meeting.
Member Castleman seconded.

Discussion: None

Vote:	9 Aye	Member Castleman	Aye
	0 Nay	Member Cipolla	Aye
	0 Absent	Member Eastwood	Aye
		Member Harris	Aye
		Member Heath	Aye
		Member Houdyshell	Aye
		Member Manson	Aye
		Member Seimears	Aye
		Member Trautman	Aye

The regular meeting of the Raymore Park Board adjourned at 7:31 pm.

Respectfully submitted,
Greta Naab
Office Assistant