



AGENDA

Raymore City Council Regular Meeting
City Hall – 100 Municipal Circle
Monday, December 9, 2024
6:00 PM

- 1. Call to Order**
- 2. Roll Call**
- 3. Pledge of Allegiance**
- 4. Presentations / Awards**
- 5. Personal Appearances**
- 6. Staff Reports**
 - A. Development Services
 - B. Monthly Court Report
 - C. 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, they may so request.

- A. City Council Meeting Minutes, November 25, 2024
- B. Board and Commission Appointments

Reference:

Resolution 24-35: Arts Commission Reappointment of Gary Graves
Resolution 24-36: Planning & Zoning Commission Reappointment of Loren Shanks
Resolution 24-37: Planning & Zoning Commission Appointment of Aaron Harrison
Resolution 24-38: Park Board Reappointment of Patrick Kies

Resolution 24-39: Park Board Reappointment of Joshua Collier
Resolution 24-40: Park Board Reappointment of Christopher Scott
Resolution 24-41: Board of Adjustment Appointment of Todd Berck
Berck Volunteer Application

Mayor Turnbow is recommending the reappointment of Gary Graves to the Arts Commission; Loren Shanks to the Planning and Zoning Commission; Patrick Kies, Joshua Collier, and Christopher Scott to the Park Board; and the new appointment of Aaron Harrison to the Planning and Zoning Commission and Todd Berck to the Board of Adjustment. The appointments are now before the City Council for approval.

9. Unfinished Business - Second Reading

A. White Tail Run PUD Rezoning & Preliminary Plan

Reference:

Bill 3930
PUD Rezoning Staff Report
Preliminary Plat Drawings
Site Photographs
Good Neighbor Meeting Notes
P&Z Public Hearing Minutes
Memorandum of Understanding

Tyler Sallee, representing Sallee Development, is requesting to reclassify the current zoning designation from R-1 (Single Family Residential District) to PUD (Planned Unit Development District) for the remaining undeveloped 185 acres of the White Tail Run subdivision. The request includes the rezoning of the property and preliminary development plan approval for a 503-lot single family subdivision.

- City Council, 11/25/2024: Approval, 6-2
- Planning and Zoning Commission, 10/15/2024: Approval, 6-0-1

B. Award of Contract - 2024 Inflow & Infiltration Project

Reference:

Bill 3927
Contract

This project is a continuation of our annual Inflow and Infiltration Reduction program to reduce groundwater entering the sanitary sewer system. This year's project will involve work in Hunters Glenn and Original

Town. Staff recommends award of contract to Kissick Construction Co., Inc.

- City Council, 11/25/2024: Approval, 8-0

C. Cunningham 4th Final Plat

Reference:

Bill 3928
Final Plat Staff Report
Final Plat Drawing
Development Agreement
Site Photographs

Cooper Land Development is requesting approval of the 4th phase of the Cunningham at Creekmoor subdivision, located south of 155th Street and west of N. Madison Street. This phase of development includes 40 single family lots.

- City Council, 11/25/2024: Approval, 8-0
- Planning and Zoning Commission, 10/15/2024: Approval, 7-0

D. Park Side 2nd Final Plat

Reference:

Bill 3929
Final Plat Staff Report
Final Plat Drawing
Site Photographs
Development Agreement

Dan Carr, developer of the Park Side subdivision, is requesting final plat approval of the 2nd phase of the subdivision, located south of 163rd Street, east of Sunset Lane. The request includes 32 new single family lots.

- City Council, 11/25/2024: Approval, 8-0
- Planning and Zoning Commission, 10/15/2024: Approval, 7-0

E. Award of Contract - Trash and Recycling Services for City Facilities

Reference:

Bill 3932

Constable Proposal

Staff recommends approval of the contract for trash and recycling services for city facilities be awarded to Constable Sanitation, Inc. This contract will serve all city facilities and will include twice-weekly trash pickups, one weekly recycling pickup, and on-call services when needed by the City.

- City Council, 11/25/2024: Approval, 8-0

10. New Business - First Reading

A. Original Town Alleyway Vacation (public hearing)

Reference:

Bill 3933

Staff Report

Property Survey

Site Photographs

Photos Submitted by Applicant

An application filed by property owners Beth Plunkett (105 E. Olive Street) and Pamela Hatcher (303-307 S. Washington Street) requesting to vacate approximately 120 feet of right-of-way within the alleyway adjoining the two properties along E. Olive Street between S. Washington Street and S. Franklin Street.

- Planning and Zoning Commission, 12/3/2024: Approval, 7-0

B. Award of Contract - Operations Haul-Off Project

Reference:

Bill 3926

Contract

The Operations Haul-Off project primarily consists of removal of debris from the Public Works facility, an area that is approximately 23,000 square feet. The debris to haul off is primarily dirt, concrete rubble and asphalt debris, but also includes other miscellaneous materials (no household hazardous waste).

- No previous action on this item

C. Intergovernmental Cooperative Agreement for Water Services

Reference:

Bill 3934

Agreement

Location Map

The proposed Cooperative Agreement for Water Services will authorize Raymore to provide water services to property located within the service area of Belton. This has been requested by the property owner in light of the lack of readily accessible water lines in Belton. The Agreement is a three-party agreement between the City of Raymore, City of Belton and property owner Mason Banks.

- No previous action on this item

11. Public Comments

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

12. Mayor/Council Communication

13. Adjournment

MISCELLANEOUS

City Council Work Session notes, 12/02/2024

EXECUTIVE SESSION (CLOSED MEETING)

The Raymore City Council is scheduled to enter into executive session to discuss:

- Personnel matters as authorized by § 610.021 (3)

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.

MONTHLY DEPARTMENT REPORT NOVEMBER 2024

BUILDING PERMIT & INSPECTION ACTIVITY -

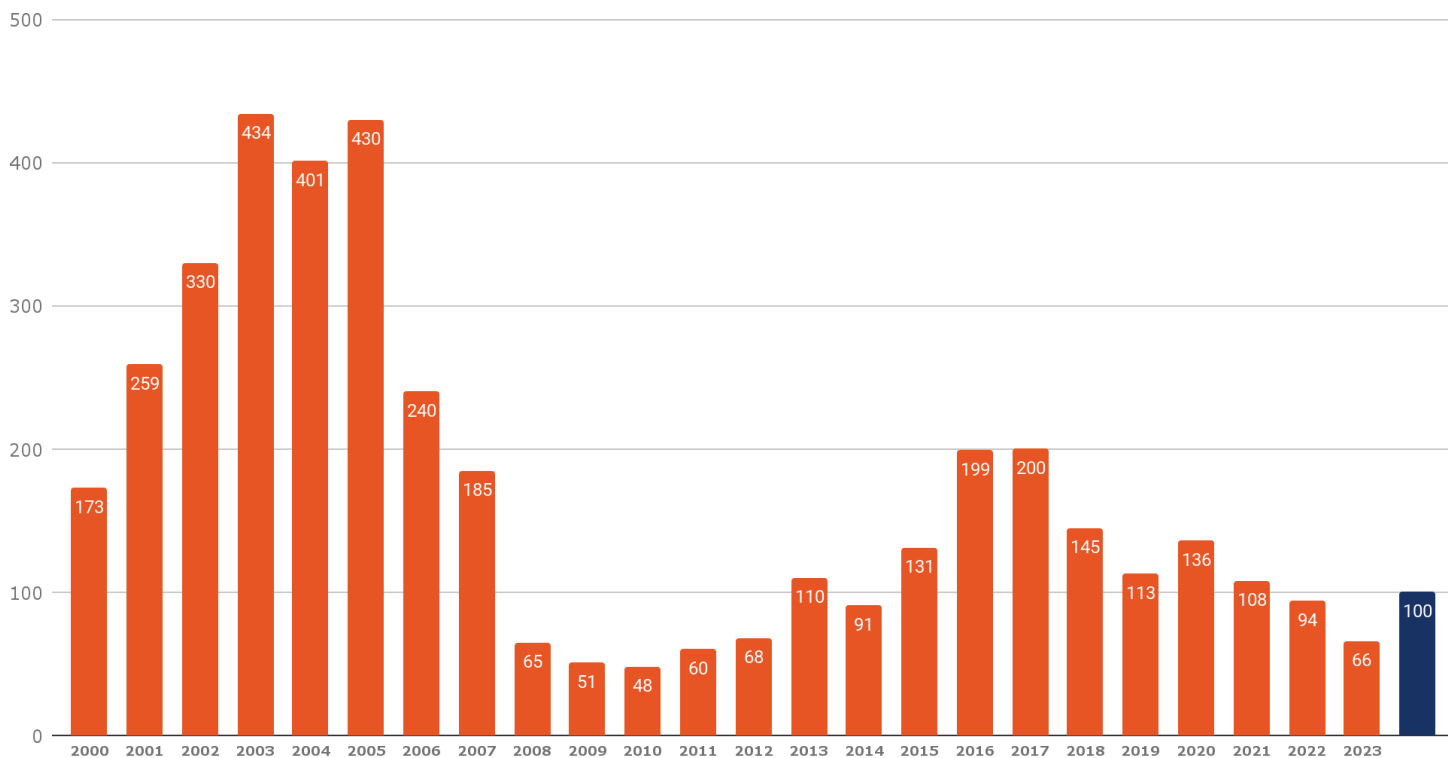
TYPE OF PERMIT	NOV 2024	2024 YTD	2023 YTD	2023 TOTAL
Detached Single-Family Residential	12	100	66	71
Attached Single-Family Residential	0	80	110	110
Multi-Family Residential (apartment)	0	13	0	0
Miscellaneous Residential (deck; roof)	45	672	701	753
Commercial - New, Additions, Alterations	1	35	27	27
Sign Permits	3	58	62	64
BUILDING INSPECTIONS	NOV 2024	2024 YTD	2023 YTD	2023 TOTAL
Total No. of Inspections	458	4,528	5,073	5,514
Residential Inspections	260	2,854	2,488	2,836
Commercial Inspections	198	1,674	2,585	2,678
INVESTMENT	NOV 2024	2024 YTD	2023 YTD	2023 TOTAL
Total Residential Permit Valuation	\$4,173,530	\$51,910,660.00	\$46,487,410	\$47,930,930
Total Commercial Permit Valuation	\$3,000,000	\$38,506,341.00	\$40,675,232	\$40,675,232

BUILDING CONSTRUCTION ACTIVITY -

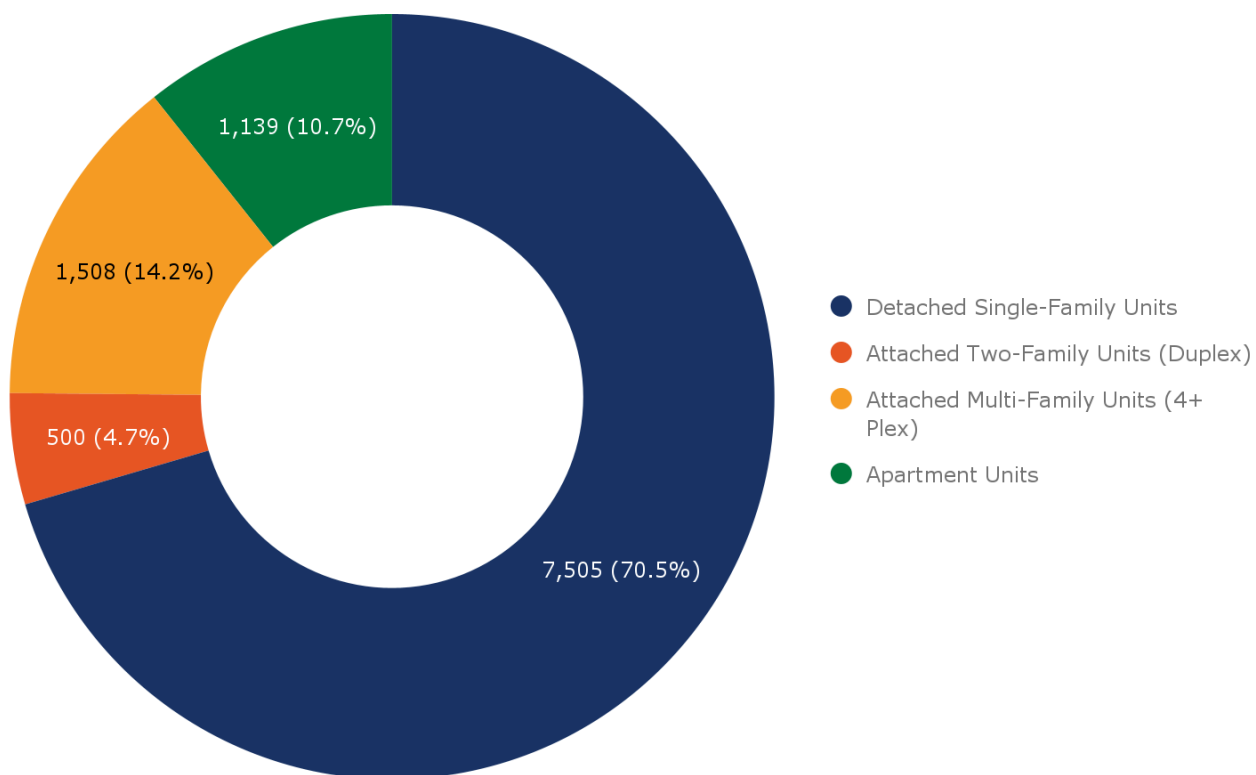
- Vertical constriction of the multi-tenant building located at [1830-1832 W. Foxwood Drive](#) continues. Tenant finish plans were submitted for an Einstein Bros. Bagels as an anchor tenant
- The [Chick-Fil-A](#) project is nearing substantial completion, including exterior landscaping and site clean up, as well as interior finish work. **Opening is scheduled for early January 2025!**
- The expansion and remodel of Walmart is nearing final stages of completion.
- The first 6 homes were permitted in the Madison Valley subdivision.
- [Wild Bills Tobacco](#) completed their tenant finish project located at 1939 W Foxwood Drive, and is now open for business!
- The Baskin Robbins Ice Cream located at 313 N. Dean Avenue (Raymore Galleria) is nearing completion, with final inspections tentatively scheduled for early December.

BUILDING PERMIT TRENDS AND HOUSING UNIT INVENTORY -

Single Family Housing Permit Trends 2000-2024



Existing Housing Unit Inventory



CODE ENFORCEMENT ACTIVITY -

CODE ENFORCEMENT	NOV 2024	2024 YTD	2023 YTD	2023 TOTAL
Code Enforcement Cases Opened	48	729	652	682
<i>Notices Mailed</i>		0		
-Tall Grass/Weeds	4	160	131	131
- Inoperable Vehicles	10	238	217	230
- Junk/Trash/Debris in Yard	9	120	117	125
- Object placed in right-of-way	1	11	19	19
- Parking of vehicles in front yard	2	40	27	31
- Exterior home maintenance	6	80	74	76
- Other (trash at curb early; signs; etc)	0	0	0	0
Properties mowed by City Contractor	0	56	59	59
Abatement of violations (silt fence repaired; trees removed; stagnant pools emptied; debris removed)	0	3	5	5
Signs in right-of-way removed	61	591	541	628
Violations abated by Code Officer	4	46	52	55

PLANNING AND ZONING ACTIVITY -

CURRENT PROJECTS-

- White Tail Run PUD Rezoning & Preliminary Plan
- Cunningham at Creekmoor 4th Final Plat
- Park Side 2nd Final Plat

ACTIONS OF BOARDS, COMMISSIONS & CITY COUNCIL -

NOVEMBER 1 , 2024 PLANNING AND ZONING COMMISSION -

- Meeting canceled

NOVEMBER 11, 2024 CITY COUNCIL MEETING -

- Meeting canceled, Veterans Day

NOVEMBER 19, 2024 PLANNING AND ZONING COMMISSION -

- Original Town Alleyway Vacation, 105 E Olive St. & 303-307 Washington St. (public hearing), continued
- 2025 Meeting Calendar

NOVEMBER 25, 2024 CITY COUNCIL MEETING-

- 1st Reading - White Tail Run PUD Rezoning and Preliminary Plan (public hearing)
- 1st Reading - Cunningham 4th Final Plat
- 1st Reading - Park Side 2nd Final Plat
- 2nd Reading - Timber Ridge Rezoning, approved

UPCOMING MEETINGS - DECEMBER

DECEMBER 3, 2024 PLANNING AND ZONING COMMISSION -

- Original Town Alleyway Vacation, 105 E Olive St. & 303-307 Washington St. (public hearing)

DECEMBER 9, 2024 CITY COUNCIL MEETING -

- 1st Reading - Original Town Alleyway Vacation, 105 E Olive St. & 303-307 Washington St. (public hearing)
- 2nd Reading - White Tail Run PUD Rezoning and Preliminary Plan
- 2nd Reading - Cunningham 4th Final Plat
- 2nd Reading - Park Side 2nd Final Plat

DECEMBER 17, 2024 PLANNING AND ZONING COMMISSION -

- No items currently scheduled

DECEMBER 23, 2024 CITY COUNCIL MEETING-

- 2nd Reading - Original Town Alleyway Vacation, 105 E Olive St. & 303-307 Washington St.

DEPARTMENT ACTIVITY & EVENTS - NOVEMBER

- Development Services Director David Gress presented information about the City's housing stock and housing development activity to the City Council at their Nov. 4 work session meeting.
- Development Services Director David Gress, HR Director Shawn Aulgur and City Manager Jim Feuerborn conducted second interviews with candidates for the City Planner position.
- Development Services Director David Gress attended the MARC Planners Roundtable meeting to hear about regional policies on short-term rentals, the Metropolitan Transportation Plan Update, Connected KC 2050 and housing development initiatives in the KC region.
- Economic Development Director Jordan Lea attended the Kansas City Area Development Council and Evergy's Path to Power webinar.
- Economic Development Director Jordan Lea attended multiple Workforce YOU meetings including strategic communications, housing and transportation.
- Economic Development Director Jordan Lea and Development Services Director David Gress attended the Raymore Chamber of Commerce's monthly Coffee and Conversation event hosted by Hart Homes Team.
- Development Services Director David Gress attended the Nov. 12 meeting of the Parks and Recreation Board to present information on current development activities.
- Development Services Director David Gress attended the planning meeting for the Raymore Chamber of Commerce 50th Anniversary celebrations coming up in 2025.
- City staff held a Good Neighbor information meeting for the [Sycamore Springs subdivision](#), a proposed single family subdivision located west of Kurzweil Road between 58 Highway and Gore Road, surrounding Timber Creek Elementary School. At the request of the applicant, the applications for this project have been withdrawn for consideration.

- Economic Development Director Jordan Lea attended Heartland Certified Public Manager Program presented by the University of Kansas Public Management Center.
- Mayor Kris Turnbow, Economic Development Director Jordan Lea , Development Services Director David Gress, Finance Director Lisa Williams and Raymore Chamber of Commerce Executive Director Melisa Ferrari attended the Kansas City Area Development Council's Annual Meeting.
- Economic Development Director Jordan Lea and Development Services Director David Gress conducted mock interviews with students at the LEAD Learning Center.
- Development Services Director David Gress participated in the regional Technical Forecast Committee meeting with other Cass County communities. The committee is responsible for reviewing residential growth and economic job growth projections for the Mid-America Regional Council forecast models.
- The Planning and Zoning Commission met on Tuesday, Nov. 19 to review a request to vacate a portion of right-of-way in the Original Town Neighborhood. The meeting and public hearing were continued to the next meeting of the Planning and Zoning Commission, scheduled for Tuesday, Dec. 3.
- Economic Development Director Jordan Lea attended the Workforce YOU Executive Committee meeting and the partners meeting.
- Economic Development Director Jordan Lea attended Wonderschool's Carepreneur Workshop in collaboration with Workforce YOU.
- Economic Development Director Jordan Lea attended United WE's Research Release webinar on Childcare Licensing in Missouri.
- Mayor Kris Turnbow and Economic Development Director Jordan Lea attended the monthly Raymore Chamber of Commerce board meeting.
- Economic Development Director Jordan Lea attended the monthly Marketing Advisory Committee meeting for the International Economic Development Council (IEDC).
- Economic Development Director Jordan Lea and Human Resources Director Shawn Aulgur attended an Open House at Cass Career Center.
- Economic Development Director Jordan Lea attended the Transit Funding 101 event hosted by Way To Go and Mid-America Regional Council.
- The Missouri Economic Development Council (MEDC) published a Community Profile on Raymore in the November edition of their monthly newsletter. [Click here to read the profile.](#)



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.

<u>I. COURT INFORMATION</u>		Municipality: Raymore Municipal	Reporting Period: Nov 1, 2024 - Dec 2, 2024	
Mailing Address: 100 MUNICIPAL CIRCLE, RAYMORE, MO 64083				
Physical Address: 100 MUNICIPAL CIRCLE, RAYMORE, MO 64083			County: Cass County	Circuit: 17
Telephone Number: (816)3311712		Fax Number:		
Prepared by: Angela Davis		E-mail Address:		
Municipal Judge:				
<u>II. MONTHLY CASELOAD INFORMATION</u>				
	Alcohol & Drug Related Traffic	Other Traffic	Non-Traffic Ordinance	
A. Cases (citations/informations) pending at start of month	67	1,552	611	
B. Cases (citations/informations) filed	5	82	35	
C. Cases (citations/informations) disposed				
1. jury trial (Springfield, Jefferson County, and St. Louis County only)	0	0	0	
2. court/bench trial - GUILTY	0	1	1	
3. court/bench trial - NOT GUILTY	0	0	0	
4. plea of GUILTY in court	8	116	33	
5. Violations Bureau Citations (i.e. written plea of guilty) and bond forfeiture by court order (as payment of fines/costs)	0	37	3	
6. dismissed by court	0	4	4	
7. <i>nolle prosequi</i>	1	4	6	
8. certified for jury trial (not heard in Municipal Division)	0	0	0	
9. TOTAL CASE DISPOSITIONS	9	162	47	
D. Cases (citations/informations) pending at end of month [pending caseload = (A+B)-C9]	63	1,472	599	
E. Trial de Novo and/or appeal applications filed	0	0	0	
<u>III. WARRANT INFORMATION (pre- & post-disposition)</u>		<u>IV. PARKING TICKETS</u>		
1. # Issued during reporting period	60	1. # Issued during period	0	
2. # Served/withdrawn during reporting period	71	☐ Court staff does not process parking tickets		
3. # Outstanding at end of reporting period	1,839			

MUNICIPAL DIVISION SUMMARY REPORTING FORM

<u>COURT INFORMATION</u>	Municipality: Raymore Municipal	Reporting Period: Nov 1, 2024 - Dec 2, 2024
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V. DISBURSEMENTS

Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)		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 and witness fees.	
Fines - Excess Revenue	\$15,311.50	Court Automation	\$1,243.24
Clerk Fee - Excess Revenue	\$1,490.85	Law Enf Arrest-Local	\$500.00
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Excess Revenue	\$45.98	Overpayments Detail Code	\$37.50
Bond forfeitures (paid to city) - Excess Revenue	\$295.00	Total Other Disbursements	\$1,780.74
Total Excess Revenue	\$17,143.33	Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited	\$29,763.00
Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)		Bond Refunds	\$1,175.00
		Total Disbursements	\$30,938.00
Fines - Other	\$6,863.00		
Clerk Fee - Other	\$640.42		
Judicial Education Fund (JEF) ☐ Court does not retain funds for JEF	\$0.00		
Peace Officer Standards and Training (POST) Commission surcharge	\$177.57		
Crime Victims Compensation (CVC) Fund surcharge - Paid to State	\$1,266.34		
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Other	\$19.72		
Law Enforcement Training (LET) Fund surcharge	\$354.44		
Domestic Violence Shelter surcharge	\$711.50		
Inmate Prisoner Detainee Security Fund surcharge	\$355.94		
Restitution	\$0.00		
Parking ticket revenue (including penalties)	\$0.00		
Bond forfeitures (paid to city) - Other	\$450.00		
Total Other Revenue	\$10,838.93		

Police/Emergency Management Report

12-09-24

- Stop signs placed at Creekmoor / Kettering. Since 11-15-2024 through 12-03-24 officers have been in the area conducting traffic enforcement 42 times. A total of 38 traffic stops were conducted with 5 citations, and 33 warnings.
- I recently spoke about the Police Department's No Shaving for kids campaign.
(<https://www.municipalonlinepayments.com/raymoremo/easypay/lhDn3rPtLU-SSUt9oDVjuw/police-donations>) to help fund the upcoming Police Department's Shopping with kids event.
 - The event will be December 19th at 1730 hours and will end when the last child is done shopping. The event will be at Centerview this year.
- Holiday Safety Tips:
 - Just want to remind folks of a few Holiday safety tips:
 - Don't leave valuables in your vehicle.
 - If shopping and you have items left in your car try to conceal them.
 - Always park in well lit areas and never by tall box trucks.
 - Be aware of your surroundings while in and out of stores.
 - Don't leave packages on your front step.
 - This time of year thieves may be driving around looking for an easy target.
 - They are already being led by the big delivery trucks.
 - Make sure your Ring or other cameras are in good working order.
 - Close your garages and lock your doors.
 - More tips can be found at <https://nnw.org/holiday-safety> and on the Police Departments website.

THE RAYMORE CITY COUNCIL MET IN REGULAR SESSION ON MONDAY, NOVEMBER 25, 2024, IN COUNCIL CHAMBERS AT 100 MUNICIPAL CIRCLE, RAYMORE, MISSOURI. MEMBERS PRESENT IN PERSON: MAYOR TURNBOW, COUNCILMEMBERS ABDELGAWAD, BAKER, BARBER, BURKE III, ENGERT, HOLMAN, AND MILLS. MEMBER PRESENT VIA VIDEOCONFERENCING: COUNCILMEMBER CIRCO. ALSO PRESENT IN PERSON: CITY MANAGER JIM FEUERBORN, CITY ATTORNEY JONATHAN ZERR, AND CITY CLERK ERICA HILL.

1. Call to Order

Mayor Turnbow called the meeting to order at 6:00 p.m.

2. Roll Call

City Clerk Erica Hill called roll; quorum present to conduct business.

3. Pledge of Allegiance

4. Presentation/Awards

Mayor Turnbow read a proclamation for Arbor Day and recognized the City's arborist, Parks Maintenance Superintendent Steve Rulo.

5. Personal Appearances

6. Staff Reports

Development Services Director David Gress, Public Works Director Trent Salsbury, and Parks and Recreation Director Nathan Musteen reviewed their staff reports included in the Council packet. They answered questions from Council.

Communications Director Melissa Harmer provided an update on Missouri Good Neighbor Week from September.

City Manager Jim Feuerborn announced items for the December 2 work session.

7. Committee Reports

8. Consent Agenda

A. City Council Meeting minutes, October 28, 2024

B. Resolution 24-33: Ascend - Acceptance of Public Improvements

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

DISCUSSION: Councilmembers Abdelgawad and Barber stated they watched the meeting and will be voting.

ROLL CALL VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Baker	Aye
	Councilmember Barber	Aye
	Councilmember Burke III	Aye
	Councilmember Circo	Aye
	Councilmember Engert	Aye
	Councilmember Holman	Aye
	Councilmember Mills	Aye

9. Unfinished Business

A. Timber Ridge Rezoning R-1P to R-2

BILL 3924: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AMENDING THE ZONING MAP FROM "R1-P" SINGLE FAMILY RESIDENTIAL PLANNED DISTRICT TO "R-2" SINGLE AND TWO FAMILY RESIDENTIAL DISTRICT, A 17.33 ACRE TRACT OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 46N, RANGE 32W, RAYMORE, CASS COUNTY, MISSOURI."

City Clerk Erica Hill conducted the second reading of Bill 3924 by title only.

MOTION: By Councilmember Holman, second by Councilmember Abdelgawad to approve the second reading of Bill 3924 by title only.

DISCUSSION: Councilmember Baker noted this item was heard on October 14 and reviewed information from a work session regarding the percentage of multi-family housing versus single family housing.

Councilmember Mills stated the constituents in Ward 1 have voiced their concerns regarding the development of multi-family housing.

Councilmember Circo asked if there is separation between this project and the development to the east. Development Services Director David Gress stated there are options provided in the city code; this development will incorporate yard matching and landscaping buffers.

Staff answered questions regarding the history of the property.

Councilmember Burke stated that with additional information provided in work sessions, he feels the City won't be overbalanced with multi-family housing due to the number of single family homes being developed.

ROLL CALL VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Baker	Nay

Councilmember Barber	Aye
Councilmember Burke III	Aye
Councilmember Circo	Aye
Councilmember Engert	Aye
Councilmember Holman	Aye
Councilmember Mills	Nay

Mayor Turnbow announced the motion carried and declared Bill 3924 as **Raymore City Ordinance 2024-054.**

B. Award of Contract - Recreation Park - South Madison Street Landscaping Improvements

BILL 3921: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH BIG GREEN TURF MANAGEMENT LLC FOR THE RECREATION PARK PARKING LOT ISLANDS AND THE MADISON STREET ROUNDABOUT AND ISLANDS LANDSCAPING PROJECT IN EXCHANGE FOR LEAGUE SPONSORSHIPS AND ATHLETIC FIELD NAMING RIGHTS FOR THREE YEARS TOTALING \$104,400.00 AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS."

City Clerk Erica Hill conducted the second reading of Bill 3921 by title only.

MOTION: By Councilmember Holman, second by Councilmember Abdelgawad to approve the second reading of Bill 3921 by title only.

DISCUSSION: None

ROLL CALL VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Baker	Aye
	Councilmember Barber	Aye
	Councilmember Burke III	Aye
	Councilmember Circo	Aye
	Councilmember Engert	Aye
	Councilmember Holman	Aye
	Councilmember Mills	Aye

Mayor Turnbow announced the motion carried and declared Bill 3921 as **Raymore City Ordinance 2024-055.**

10. New Business

A. White Tail Run PUD Rezoning & Preliminary Plan (public hearing)

BILL 3930: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AMENDING THE ZONING MAP FROM "R-1" SINGLE FAMILY RESIDENTIAL DISTRICT TO "PUD" PLANNED UNIT DEVELOPMENT DISTRICT, AND

APPROVING THE WHITE TAIL RUN PRELIMINARY DEVELOPMENT PLAN, A 185.78 ACRE TRACT OF LAND LOCATED SOUTH OF 195TH STREET, EAST OF ELK DRIVE, IN RAYMORE, CASS COUNTY, MISSOURI.”

City Clerk Erica Hill conducted the first reading of Bill 3930 by title only.

Mayor Turnbow opened the public hearing at 6:30 p.m. and called for a staff report.

Development Services Director David Gress reviewed the staff report included in the Council packet. Tyler Sallee, representing Sallee Development, is requesting to reclassify the current zoning designation from R-1 (Single Family Residential District) to PUD (Planned Unit Development District) for the remaining undeveloped 185 acres of the White Tail Run subdivision. The request includes the rezoning of the property, as well as preliminary development plan approval for a 503-lot single family subdivision. The rezoning request would allow for three different sets of development standards in the overall subdivision, including White Tail Run lots, White Tail Villas lots, and White Tail Summit lots, all of which allow for different types and styles of single family homes to be built. The original Preliminary Plat for the White Tail Run subdivision was approved in 2005, but expired in 2014 after 4 extensions due to inactivity. The newly proposed development is substantially the same as the original development. A Good Neighbor meeting was held on September 17, 2024. The public hearing for this item was properly advertised in the North Cass Herald. At their October 15, 2024, meeting, the Planning and Zoning Commission voted 6-0-1 to recommend approval of the request to the City Council. Minutes from the Planning and Zoning public hearing have been included in the Council packet.

Councilmember Mills stated the Memorandum of Understanding (MOU) was not included in the Council packet until this morning. Mr. Gress stated the MOU was published with the Planning and Zoning Commission case for their October 15 meeting, but was inadvertently left out of the Council packet at the time the packet was published.

Matt Schlicht, Engineering Solutions, 50 SE 30th Street, Lee's Summit, MO, provided a detailed review of the project.

Councilmember Mills asked if the villas will be rental units. Mr. Schlicht stated they will be for sale.

Mr. Gress reviewed the differences between R-1 and PUD zoning districts, noting any changes to a PUD requires approval from the Planning and Zoning Commission and City Council.

Councilmember Abdelgawad asked for a summary of how many PUDs exist in the city. Mr. Gress estimated there are around 10-12 active residential, commercial, industrial, and PUDs. He stated examples are Creekmoor, Morningview, Alexander Creek, Foxwood Springs, Sendara, Raymore Commerce Centers, etc. The flexibility of a PUD comes from maintaining the development plan, not the flexibility to

change along the way. MOUs and Master plans can only be modified through Planning and Zoning Commission and Council action.

Councilmember Baker asked about the traffic study. Mr. Gress stated the traffic study in 2005 occurred when the original project was started and annexed into Raymore. All of the uses of the property and surrounding properties existing now were included in the 2005 study, the only additional development would be the impending connection to 195th St. The development will improve 195th St. adjacent to the project.

Councilmember Mills asked if there is assurance in the MOU that these will not be rentals. Mr. Gress stated the City doesn't dictate who lives in a residence, but that it's built to the specifications of the MOU. City Attorney Jonathan Zerr stated that any subdivision could potentially have rentals in it. The MOU includes information that the development will include a homeowners association.

Councilmember Circo stated the developer's representative already stated that the development would be homes for sale. Mr. Schlicht confirmed that statement.

Mayor Turnbow opened the floor for public comments.

The following spoke in opposition to Bill 3930:

Shawn Fuss, 1802 Archer Dr.
Sharon Byrum, 1702 Archer Dr.
Russell Kesler, 919 Doe Dr.
Valerie Reilly, 911 Coyote Dr.
Steven Reilly, 911 Coyote Dr.
Jason Waller, 1808 Archer Dr.
Anthony Civitate, 1718 Archer Dr.
Chris Siegman, 915 Doe Dr.

Mr. Schlicht addressed concerns from the opposition, including the limits of construction, green space being restructured but remaining similar to the original plat, Elk Road not being the construction access point, amenities, etc.

Councilmember Baker discussed a possible extended buffer or berm between the existing Whitetail and the proposed project. He also asked about the order of construction of the phases. Mr. Schlicht said they could look at a larger landscaped buffer on the east side of Elk Dr. He stated the phase construction would be guided on utilities and infrastructure development.

Mr. Gress stated park land is a requirement of development, whether it is park land or park fee in lieu of land. Discussions around the possibilities of the park land would not be inhibited by overhead power lines. He also reviewed the process of the application and the creation of homeowners associations.

Mayor Turnbow recessed the meeting at 8:00 p.m.

The meeting resumed at 8:05 p.m.

Councilmember Mills asked the developer to consider a berm on the east side of Elk Dr.

Councilmember Burke asked if the original zoning would have allowed a developer to build without any amenities. Mr. Gress stated the original plan expired, so it would still require a preliminary plat to be approved. The R1 zoning wouldn't include some of the requirements, such as the pool, clubhouse, and walking trails. The trail along Elk Drive was a requirement of the Master Plan, but that expired in 2014 and development would still require a new Master Plan.

Mayor Turnbow closed the public hearing at 8:09 p.m.

MOTION: By Councilmember Holman, second by Councilmember Abdelgawad to approve the first reading of Bill 3930 by title only.

DISCUSSION: Councilmember Baker noted the constituents in Ward 1 have spoken against this item.

MOTION TO RESCIND: By Councilmember Baker, second by Councilmember Mills to rescind Bill 3930 back to the Planning and Zoning Commission for further study and review. The review should specifically address the following:

- Traffic concerns, which was a concern tonight. A comprehensive analysis of traffic conditions along 195th due to adjacent industrial PUD development nearby the proximity of Bridal Ridge School and the bus traffic from Peculiar Drive, the bus barn access along Peculiar drive west of 49, including potential timing of improvements and mitigation measures to ensure safety and efficiency in the area.
- Buffer and screening zones. Consideration of an enhanced buffer zone potentially 40 feet along the east side of Elk Drive including additional landscaping berming and other appropriate screening measures.
- Conditions in the Memorandum of Understanding. Re-evaluation of that document due to timing in which it was provided to us and potential updates to the conditions outlined in the Memorandum of Understanding to better align with the community's needs and concerns.

This motion seeks to ensure that all relevant factors are thoroughly reviewed and addressed before any further action on Bill 3930 is taken.

DISCUSSION: Councilmember Holman asked Mayor Turnbow, as a member of the Planning and Zoning Commission, if there would be any value in sending it back. Mayor Turnbow said there was additional information provided that could be of value.

Discussion ensued regarding what was heard by the Planning and Zoning Commission.

ROLL CALL VOTE ON MOTION TO RESCIND:

Councilmember Abdelgawad	Nay
Councilmember Baker	Aye
Councilmember Barber	Nay
Councilmember Burke III	Nay
Councilmember Circo	Aye
Councilmember Engert	Nay
Councilmember Holman	Nay
Councilmember Mills	Aye

MOTION TO AMEND: By Councilmember Baker, second by Councilmember Mills to amend Bill 3930 to include the following provisions: enhanced buffer zone. Establish a 40 foot buffer zone along the east side of Elk Drive to provide additional separation and screening. Additional screening features incorporate enhanced landscaping features which may include berming and planting of additional trees and/or vegetation to improve visual and noise screening between the development and adjacent properties. This amendment aims to enhance the aesthetic appeal, privacy, and environmental quality of the affected area while considering the concerns of neighboring property owners.

DISCUSSION: Councilmember Baker stated this amendment is the will of his constituents. The PUD allows the developer some flexibility, but also allows the City to ask for concessions.

Councilmember Burke asked if this amendment is possible to achieve this without the developer losing 8 lots. Mr. Schlicht stated the homes along Elk Drive sit 47 feet back from the curb. There are 25 foot rear yard setback and a 22 foot easement from the curb. He feels 30 feet would be workable, but 40 feet would leave a 7 foot rear yard setback.

Councilmember Abdelgawad stated a 40 foot buffer would become cumbersome to maintain and there is already a large space including a sidewalk.

Councilmembers Holman and Circo concurred with Councilmembers Abdelgawad and noted Mr. Schlicht has stated the developer agreed to consider a 30 foot buffer.

ROLL CALL VOTE ON MOTION TO AMEND:

Councilmember Abdelgawad	Nay
Councilmember Baker	Aye
Councilmember Barber	Nay
Councilmember Burke III	Nay
Councilmember Circo	Nay
Councilmember Engert	Nay
Councilmember Holman	Nay
Councilmember Mills	Nay

Councilmember Abdelgawad stated the developer has already agreed to work with the City and neighbors and requiring a 30 foot buffer may not be the best solution.

Councilmember Baker stated the constituents want something in writing.

MOTION TO AMEND: By Councilmember Baker, second by Councilmember Mills to amend Bill 3930 to include a 30 foot buffer including elevated berming and screening on the east side of Elk Drive from 195th Street to the end of Elk Drive.

DISCUSSION: Councilmember Holman stated we're getting way too far into the weeds.

Mr. Schlicht stated the developer went through the PUD process to create a better product compared to what a straight R-1 zoning would have allowed. He asked for a vote as it was presented. He stated they will bring forward landscaping plans and make the corridor work.

Councilmember Mills stated the representative earlier stated they would do the 30 foot buffer and now saying they aren't.

Mr. Schlicht stated they will put a landscape buffer on the back of the lots along Elk Drive, but with the additional conditions it could get difficult to find that solution. He stated that Council has a very competent staff that can work with the developer to achieve the 30 foot buffer, but is not sure where this discussion ends.

ROLL CALL VOTE ON MOTION TO AMEND:

Councilmember Abdelgawad	Nay
Councilmember Baker	Aye
Councilmember Barber	Nay
Councilmember Burke III	Nay
Councilmember Circo	Nay
Councilmember Engert	Nay
Councilmember Holman	Nay
Councilmember Mills	Aye

ROLL CALL VOTE ON ORIGINAL MOTION:

Councilmember Abdelgawad	Aye
Councilmember Baker	Nay
Councilmember Barber	Aye
Councilmember Burke III	Aye
Councilmember Circo	Aye
Councilmember Engert	Aye
Councilmember Holman	Aye
Councilmember Mills	Nay

B. Award of Contract - 2024 Inflow & Infiltration Project

BILL 3927: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH KISSICK CONSTRUCTION CO., INC. FOR THE INFLOW AND INFILTRATION REDUCTION PROJECT, CITY PROJECT NUMBER 24-459-201, IN THE AMOUNT OF \$76,000.00 AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS."

City Clerk Erica Hill conducted the first reading of Bill 3927 by title only.

Public Works Director Trent Salsbury reviewed the staff report included in the Council packet. This project is a continuation of our annual Inflow and Infiltration Reduction program to reduce groundwater entering the sanitary sewer system. This year's project will involve work in Hunters Glenn and Original Town. These areas have been identified as possible areas of infiltration and require further investigation. Three bids were received for the 2024 Inflow and Infiltration Reduction project with Kissick Construction Co., Inc. being the lowest and best bidder in the amount of \$76,000.

MOTION: By Councilmember Holman, second by Councilmember Abdelgawad to approve the first reading of Bill 3927 by title only.

DISCUSSION: None

ROLL CALL VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Baker	Aye
	Councilmember Barber	Aye
	Councilmember Burke III	Aye
	Councilmember Circo	Aye
	Councilmember Engert	Aye
	Councilmember Holman	Aye
	Councilmember Mills	Aye

C. Cunningham 4th Final Plat

BILL 3928: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, APPROVING THE CUNNINGHAM AT CREEKMOOR 4TH FINAL PLAT, LOTS 87 THRU 127 AND TRACT I, A SUBDIVISION OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 46N, RANGE 32W, RAYMORE, CASS COUNTY, MISSOURI."

City Clerk Erica Hill conducted the first reading of Bill 3928 by title only.

Development Services Director David Gress reviewed the staff report included in the Council packet. Cooper Land Development is requesting approval of the 4th phase of the Cunningham at Creekmoor subdivision, located south of 155th Street and west of N. Madison Street. This phase of development includes 40 single family lots. At their October 15, 2024, meeting, the Planning and Zoning Commission voted 7-0 to recommend approval of the request to the City Council.

MOTION: By Councilmember Holman, second by Councilmember Abdelgawad to approve the first reading of Bill 3928 by title only.

DISCUSSION: None

ROLL CALL VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Baker	Aye
	Councilmember Barber	Aye
	Councilmember Burke III	Aye
	Councilmember Circo	Aye
	Councilmember Engert	Aye
	Councilmember Holman	Aye
	Councilmember Mills	Aye

D. Park Side 2nd Final Plat

BILL 3929: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, APPROVING THE PARK SIDE 2ND FINAL PLAT, LOTS 29-60 AND TRACTS G-I, A SUBDIVISION OF LAND LOCATED IN THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 46N, RANGE 32W, RAYMORE, CASS COUNTY, MISSOURI."

City Clerk Erica Hill conducted the first reading of Bill 3929 by title only.

Development Services Director David Gress reviewed the staff report included in the Council packet. Dan Carr, developer of the Park Side subdivision, is requesting final plat approval of the 2nd phase of the subdivision, located south of 163rd Street, east of Sunset Lane. The request includes 32 new single family lots. At their October 15, 2024, meeting, the Planning and Zoning Commission voted 7-0 to recommend approval of the request to the City Council.

MOTION: By Councilmember Holman, second by Councilmember Abdelgawad to approve the first reading of Bill 3929 by title only.

DISCUSSION: None

ROLL CALL VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Baker	Aye
	Councilmember Barber	Aye
	Councilmember Burke III	Aye
	Councilmember Circo	Aye

Councilmember Engert	Aye
Councilmember Holman	Aye
Councilmember Mills	Aye

E. 2024 Local Emergency Operations Plan

RESOLUTION 24-29: "A RESOLUTION OF THE CITY OF RAYMORE, MISSOURI, ADOPTING THE LOCAL EMERGENCY OPERATIONS PLAN."

City Clerk Erica Hill conducted the reading of Resolution 24-29 by title only.

Emergency Management Director Tim Baldwin reviewed the staff report included in the Council packet. The City of Raymore's Local Emergency Operations Plan (LEOP) underwent review by the State Emergency Management Agency (SEMA) in August, as it does every two years. He reviewed the proposed changes in the LEOP.

MOTION: By Councilmember Holman, second by Councilmember Abdelgawad to approve the reading of Resolution 24-29 by title only.

DISCUSSION: None

ROLL CALL VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Baker	Aye
	Councilmember Barber	Aye
	Councilmember Burke III	Aye
	Councilmember Circo	Aye
	Councilmember Engert	Aye
	Councilmember Holman	Aye
	Councilmember Mills	Aye

F. Award of Contract - Trash and Recycling Services for City Facilities

BILL 3932: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH CONSTABLE SANITATION, INC. FOR THE TRASH AND RECYCLING SERVICES OF CITY FACILITIES AND PROVIDE ON-CALL ROLL-OFF SERVICE IN THE AMOUNT OF \$12,900.00 FOR 2025 WITH TWO ONE-YEAR RENEWALS AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS."

City Clerk Erica Hill conducted the first reading of Bill 3932 by title only.

City Manager Jim Feuerborn reviewed the staff report included in the Council packet. Bids were solicited upon the expiration of the current contract and Constable Sanitation was the only responsive bidder and has agreed to provide significantly more services than our previous contractor. As a part of this contract, Constable will provide twice weekly pickups of trash (compared to just once a week previously), once a week recycling pickups (previously not offered), on call haul-off

when necessary, and will replace current containers at City Hall and the RAC with slightly smaller commercial containers in order to allow the doors to fully close.

MOTION: By Councilmember Holman, second by Councilmember Abdelgawad to approve the first reading of Bill 3932 by title only.

DISCUSSION: Councilmember Barber stated Constable Sanitation has been a great partner.

ROLL CALL VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Baker	Aye
	Councilmember Barber	Aye
	Councilmember Burke III	Aye
	Councilmember Circo	Aye
	Councilmember Engert	Aye
	Councilmember Holman	Aye
	Councilmember Mills	Aye

G. Amending the Schedule of Fees - Public Works Re-inspection Fee

RESOLUTION 24-34: "A RESOLUTION OF THE CITY OF RAYMORE, MISSOURI, AMENDING THE SCHEDULE OF FEES."

City Clerk Erica Hill conducted the reading of Resolution 24-34 by title only.

City Manager Jim Feuerborn reviewed the staff report included in the Council packet. At the Nov. 18, 2024, City Council work session, staff reviewed re-inspection procedures and recommended the addition of the re-inspection fees. Resolution 24-34 would add a \$55 re-inspection fee for all subsequent Public Works inspections after the initial inspection and one follow-up inspection.

Councilmember Mills asked about Police report fees versus per page fees for Sunshine Law requests. He asked for an asterisk stating the fee could be less if the report was requested as a Sunshine request instead of a Police report.

MOTION: By Councilmember Holman, second by Councilmember Abdelgawad to approve the reading of Resolution 24-34 by title only.

DISCUSSION: None

ROLL CALL VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Baker	Aye
	Councilmember Barber	Aye
	Councilmember Burke III	Aye
	Councilmember Circo	Aye
	Councilmember Engert	Aye
	Councilmember Holman	Aye
	Councilmember Mills	Aye

11. Public Comment

12. Mayor/Council Communication

Mayor Turnbow and Councilmembers thanked constituents for participating in the public hearing, thanked the Parks and Recreation Department for the Veterans' Day event, noted the upcoming Small Business Saturday, reminded citizens to be aware while letting cars warm up in the cold weather, and recalled a statement summarizing a variety of housing types within a community.

13. Adjournment

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

DISCUSSION: None

ROLL CALL VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Baker	Aye
	Councilmember Barber	Aye
	Councilmember Burke III	Aye
	Councilmember Circo	Aye
	Councilmember Engert	Aye
	Councilmember Holman	Aye
	Councilmember Mills	Aye

The regular meeting of the Raymore Council adjourned at 8:57 p.m.

Respectfully submitted,

Erica Hill
City Clerk

RESOLUTION 24-35

"A RESOLUTION OF THE CITY OF RAYMORE, MISSOURI APPROVING A REAPPOINTMENT TO THE ARTS COMMISSION."

WHEREAS, Section 120.110 of the Raymore City Code authorizes the Mayor to appoint members to the Arts Commission with the advice and consent of a majority of the Council.

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

Section 1. Appointments shall be approved with the advice and consent of a majority of the Council.

Section 2. The Council consents to the Mayor's reappointment of the following person to the Arts Commission as an At Large representative.

<u>NAME</u>	<u>EFFECTIVE</u>	<u>TERM EXPIRES</u>
Gary Graves	December 9, 2024	July 31, 2027

DULY READ AND PASSED THIS 9TH DAY OF DECEMBER, 2024, BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Baker
Councilmember Barber
Councilmember Burke III
Councilmember Circo
Councilmember Engert
Councilmember Holman
Councilmember Mills

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature

RESOLUTION 24-36

"A RESOLUTION OF THE CITY OF RAYMORE, MISSOURI, APPROVING A REAPPOINTMENT TO THE RAYMORE PLANNING AND ZONING COMMISSION."

WHEREAS, Section 465.020 of the Raymore City Code and Section 8.1 of the Raymore City Charter authorizes the Mayor to appoint members to the Raymore Planning and Zoning Commission with the advice and consent of a majority of the City Council.

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

Section 1. Appointments shall be approved with the advice and consent of a majority of the Council.

Section 2. The Council consents to the Mayor's reappointment of the following person to the Planning and Zoning Commission for Ward 4.

<u>NAME</u>	<u>EFFECTIVE</u>	<u>TERM EXPIRES</u>
Loren Shanks	December 9, 2024	October 31, 2028

DULY READ AND PASSED THIS 9TH DAY OF DECEMBER, 2024, BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Baker
Councilmember Barber
Councilmember Burke III
Councilmember Circo
Councilmember Engert
Councilmember Holman
Councilmember Mills

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature

RESOLUTION 24-37

"A RESOLUTION OF THE CITY OF RAYMORE, MISSOURI, APPROVING AN APPOINTMENT TO THE RAYMORE PLANNING AND ZONING COMMISSION."

WHEREAS, Section 465.020 of the Raymore City Code and Section 8.1 of the Raymore City Charter authorizes the Mayor to appoint members to the Raymore Planning and Zoning Commission with the advice and consent of a majority of the City Council.

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

Section 1. Appointments shall be approved with the advice and consent of a majority of the Council.

Section 2. The Council consents to the Mayor's appointment of the following person to the Planning and Zoning Commission for Ward 3.

<u>NAME</u>	<u>EFFECTIVE</u>	<u>TERM EXPIRES</u>
Aaron Harrison	December 9, 2024	October 31, 2028

DULY READ AND PASSED THIS 9TH DAY OF DECEMBER, 2024, BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Baker
Councilmember Barber
Councilmember Burke III
Councilmember Circo
Councilmember Engert
Councilmember Holman
Councilmember Mills

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature

RESOLUTION 24-38

"A RESOLUTION OF THE CITY OF RAYMORE, MISSOURI, APPROVING A REAPPOINTMENT TO THE PARKS AND RECREATION BOARD."

WHEREAS, Section 8.1 of the Raymore Home Rule Charter authorizes the Mayor to appoint members to the Parks and Recreation Board with the advice and consent of a majority of the Council; and,

WHEREAS, the Parks and Recreation Board shall act in accordance with, shall have such authority as conferred by, and shall in general carry out the spirit and intent of Sections 90.500 through 90.570 of the Revised Statutes of Missouri (RSMo).

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

Section 1. The Council consents to the Mayor's reappointment of the following person to the Parks and Recreation Board as a Ward 1 representative.

<u>NAME</u>	<u>EFFECTIVE</u>	<u>TERM EXPIRES</u>
Patrick Kies	December 9, 2024	October 31, 2027

DULY READ AND PASSED THIS 9TH DAY OF DECEMBER, 2024, BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Baker
Councilmember Barber
Councilmember Burke III
Councilmember Circo
Councilmember Engert
Councilmember Holman
Councilmember Mills

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature

RESOLUTION 24-39

"A RESOLUTION OF THE CITY OF RAYMORE, MISSOURI, APPROVING A REAPPOINTMENT TO THE PARKS AND RECREATION BOARD."

WHEREAS, Section 8.1 of the Raymore Home Rule Charter authorizes the Mayor to appoint members to the Parks and Recreation Board with the advice and consent of a majority of the Council; and

WHEREAS, the Parks and Recreation Board shall act in accordance with, shall have such authority as conferred by, and shall in general carry out the spirit and intent of Sections 90.500 through 90.570 of the Revised Statutes of Missouri (RSMo).

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

Section 1. That the Council consents to the Mayor's reappointment of the following person to the Parks and Recreation Board as a Ward 3 representative.

<u>NAME</u>	<u>EFFECTIVE</u>	<u>TERM EXPIRES</u>
Joshua Collier	December 9, 2024	October 31, 2027

DULY READ AND PASSED THIS 9TH DAY OF DECEMBER, 2024, BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Baker
Councilmember Barber
Councilmember Burke III
Councilmember Circo
Councilmember Engert
Councilmember Holman
Councilmember Mills

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature

RESOLUTION 24-40

"A RESOLUTION OF THE CITY OF RAYMORE, MISSOURI APPROVING A REAPPOINTMENT TO THE PARKS AND RECREATION BOARD."

WHEREAS, Section 8.1 of the Raymore Home Rule Charter authorizes the Mayor to appoint members to the Parks and Recreation Board with the advice and consent of a majority of the Council; and

WHEREAS, the Parks and Recreation Board shall act in accordance with, shall have such authority as conferred by, and shall in general carry out the spirit and intent of Sections 90.500 through 90.570 of the Revised Statutes of Missouri (RSMo).

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

Section 1. That the Council consents to the Mayor's reappointment of the following person, as a Ward 3 representative, who was previously serving as an At-Large representative.

<u>NAME</u>	<u>EFFECTIVE</u>	<u>TERM EXPIRES</u>
Christopher Scott	December 9, 2024	October 31, 2026

DULY READ AND PASSED THIS 9TH DAY OF DECEMBER, 2024, BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Baker
Councilmember Barber
Councilmember Burke III
Councilmember Circo
Councilmember Engert
Councilmember Holman
Councilmember Mills

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature

RESOLUTION 24-41

"A RESOLUTION OF THE CITY OF RAYMORE, MISSOURI APPROVING AN APPOINTMENT TO THE BOARD OF ADJUSTMENT."

WHEREAS, Section 465.030 of the Raymore City Code and Section 8.1 of the Raymore City Charter authorizes the Mayor to appoint members to the Board of Adjustment with the advice and consent of a majority of the City Council.

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

Section 1. Authorization requires that all said appointments shall be approved with the advice and consent of a majority of the Council.

Section 2. The Council consents to the Mayor's appointment of the following person to the Board of Adjustment to fill the unexpired term of Aaron Harrison as an At-Large member.

<u>NAME</u>	<u>EFFECTIVE</u>	<u>TERM EXPIRES</u>
Todd Berck	December 9, 2024	October 31, 2026

DULY READ AND PASSED THIS 9TH DAY OF DECEMBER, 2024, BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Baker
Councilmember Barber
Councilmember Burke III
Councilmember Circo
Councilmember Engert
Councilmember Holman
Councilmember Mills

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature

Online Volunteer Application

1 message

webmaster@raymore.com <webmaster@raymore.com>
To: rmurdock@raymore.com, EHill@raymore.com

Wed, Aug 21, 2024 at 11:09 AM

A new entry to a form/survey has been submitted.

Form Name: City Volunteer Form
Date & Time: 08/21/2024 11:09 AM
Response #: 76
Submitter ID: 2855
IP address: 2601:300:4200:7d70:8455:80fa:7e78:47b6
Time to complete: 7 min. , 58 sec.

Survey Details

Page 1

1. Contact Information

Full Name: Todd Berck
Address: 1214 Buckingham Ct, Raymore MO 64083
Phone Number: (636) 248-0159
Email: mtberck@gmail.com

2. Select your Ward (If you don't know your Ward, call 816-331-3324)

(o) Ward 3

3. I am interested in:

☒ Planning & Zoning Commission

4. Why are you interested in serving on a City board or commission?

As a candidate for state representative this past primary season I realized that I need to broaden my experience when it comes to local government. I feel I have the education and temperament to make great decisions for my community and want to be involved in the future of Raymore.

What other community or civic activities do you participate in?

I have been a teacher and educator for 34 years, I am involved in my local church and a member of both the Raymore and Belton Chamber of Commerce. I am also involved in the beautification committee at Creekmoor Subdivision.

Thank you,
City of Raymore, MO

This is an automated message generated by Granicus. Please do not reply directly to this email.



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: 11/25/2024

SUBMITTED BY: David Gress

DEPARTMENT: Development Services

ITEM CATEGORY: Ordinance

TITLE / ISSUE / REQUEST

White Tail Run PUD Rezoning & Preliminary Plan

STRATEGIC PLAN GOAL / STRATEGY

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

FINANCIAL IMPACT

Award To:

Amount of Request/Contract:

Amount Budgeted:

Funding Source/Account:

PROJECT TIMELINE

Estimated Start Date

Estimated End Date

STAFF RECOMMENDATION:

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission: Planning and Zoning Commission

Date: October 15, 2024

Action/Vote: Approval, 6-0-1

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Bill 3930
2. PUD Rezoning Staff Report
3. Preliminary Plat Drawings
4. Site Photographs
5. Good Neighbor Meeting Notes
6. P&Z Public Hearing Minutes
7. Memorandum of Understanding

BACKGROUND / JUSTIFICATION

Tyler Sallee, representing Sallee Development, is requesting to reclassify the current zoning designation from R-1 (Single Family Residential District) to PUD (Planned Unit Development District) for the remaining undeveloped 185 acres of the White Tail Run subdivision. The request includes the rezoning of the property, as well as preliminary development plan approval for a 503-lot single family subdivision.

The rezoning request would allow for three different sets of development standards in the overall subdivision, including White Tail Run lots, White Tail Villas lots, and White Tail Summit lots, all of which allow for different types and styles of single family homes to be built.

The original Preliminary Plat for the White Tail Run subdivision was approved in 2005, but expired in 2014 after 4 extensions due to inactivity. The newly proposed development is substantially the same as the original development. At their October 15, 2024, meeting, the Planning and Zoning Commission voted 6-0-1 to recommend approval of the request to the City Council. Minutes from the Planning and Zoning public hearing have been included in the Council packet.

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AMENDING THE ZONING MAP FROM "R-1" SINGLE FAMILY RESIDENTIAL DISTRICT TO "PUD" PLANNED UNIT DEVELOPMENT DISTRICT, AND APPROVING THE WHITE TAIL RUN PRELIMINARY DEVELOPMENT PLAN, A 185.78 ACRE TRACT OF LAND LOCATED SOUTH OF 195TH STREET, EAST OF ELK DRIVE, IN RAYMORE, CASS COUNTY, MISSOURI."

WHEREAS, after a public hearing was held on October 15, 2024, the Planning and Zoning Commission submitted its recommendation of approval on the application to the City Council; and

WHEREAS, the City Council held a public hearing on November 25, 2024, after notice of said hearing was published in a newspaper of general circulation in Raymore, Missouri, at least fifteen (15) days prior to said hearing.

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

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

Section 2. The Zoning Map of the City of Raymore, Missouri is amended by rezoning from "R-1" Single-Family Residential District to "PUD" Planned Unit Development District, for the following property:

A tract of land situated in Section 33, Township 46, Range 32, in Cass County, Missouri, said tract more particularly described as follows: Beginning at the North Quarter Corner of said Section 33; thence South 87 degrees 10 minutes 18 seconds East along the North line of said Section 33, a distance of 1307.99 feet; thence South 2 degrees 27 minutes 41 West, a distance 2657.77 feet; thence South 2 degrees 01 minutes 01 seconds West, a distance of 671.22 feet; thence North 86 degrees 57 minutes 18 seconds West, a distance of 593.22 feet; thence South 79 degrees 04 minutes 10 seconds West, a distance of 186.67 feet; thence North 2 degrees 16 minutes 55 seconds West, a distance of 137.28 feet; thence along a curve to the right having an initial tangent bearing of South 87 degrees 43 minutes 05 seconds West and a radius of 425.00 feet, an arc distance of 65.38 feet; thence South 6 degrees 31 minutes 58 seconds West, a distance of 140.00 feet; thence North 80 degrees 06 minutes 53 seconds West, a distance of 432.13 feet; thence South 77 degrees 13 minutes 20 seconds West, a distance of 390.93 feet; thence North 70 degrees 24 minutes 39 seconds West, a distance of 462.40 feet; thence North 19 degrees 21 minutes 59 seconds West, a distance of 246.10 feet; thence North 1 degrees 15 minutes 24 seconds East, a distance of 262.41 feet; thence North 26 degrees 19 minutes 29 seconds East, a distance of 499.14 feet; thence North 87 degrees 25 minutes 18 seconds West, a distance of 246.26 feet; thence South 2 degrees 34 minutes 42 seconds West, a distance of 162.04 feet; thence North 87 degrees 22 minutes 04 seconds West, a distance of 360.00 feet; thence 2 degrees 34 minutes 42 seconds West, a distance of 144.42 feet; thence 87 degrees 08 minutes 02 seconds West, a distance of 365.92 feet; thence North 2 degrees 49 minutes 34 seconds East, a distance of 1354.59 feet to the Southwest corner of Lot 60 of Whitetail Run Lots 1 thru 60 & Tracts A & B, a Platted Subdivision of land in the City of Raymore, Cass County, Missouri; thence South 87 degrees 10 minutes 26 seconds East, a distance of 125.00 feet; thence South 2 degrees 49 minutes 34 seconds West, a distance of 35.00 feet; thence South 87 degrees 10 minutes 26 seconds East, a distance of 551.21 feet; thence North 59 degrees 08 minutes 57 seconds East, a distance of 140.81 feet; thence North 34 degrees 09 minutes 02 seconds West, a distance of 2.12 feet; thence North 55 degrees 50 minutes 58 seconds East, a distance of 80.00 feet; thence along a curve to the right having an initial tangent bearing of North 34 degrees 09 minutes 01 seconds West and a radius of 410.00 feet, an arc distance of 201.47 feet; thence North 5 degrees 59 minutes 44 seconds West, a distance of 140.95 feet; thence along a curve to the right tangent to the preceding course and having a radius of 410.00 feet, an arc distance of 302.43 feet; thence North 36 degrees 11 minutes 49 seconds East, a distance of 217.36 feet; thence along a curve to the left tangent to the preceding course and having a radius of 490.00 feet, an arc distance of 285.38 feet; thence North 2 degrees 49 minutes 37 seconds East, a distance of 143.17 feet to a point on said North line; thence South 87 degrees 10 minutes 47 seconds East, a distance of 611.31 feet to the Point of Beginning.

Together with an Ingress/Egress Easement:

A tract of land situated in Section 33, Township 46, Range 32, in Cass County, Missouri, the centerline of which being more particularly described as follows:

Commencing at the Southeast corner of Lot 53 of Whitetail Run Lots 1 thru 60 & Tracts A & B, a Platted Subdivision of land in the City of Raymore, Cass County, Missouri; thence North 34 degrees 09 minutes 02 seconds West, a distance of 2.12 feet; thence North 55 degrees 50 minutes 58 seconds East, a distance of 40.00 feet to the Point of Beginning of a centerline description for Ingress and Egress Easement being 40.00 feet on either side of the following described centerline; thence along a curve to the left having an initial tangent bearing of South 34 degrees 26 minutes 43 seconds East and a radius of 450.00 feet, an arc distance of 297.00 feet; thence along a reverse curve having a radius of 500.00 feet, an arc distance of 200.38 feet; thence South 49 degrees 17 minutes 57 seconds East, a distance of 159.96 feet; thence South 40 degrees 42 minutes 03 seconds West, a distance of 30.47 feet; thence South 67 degrees 30 minutes 31 seconds West, a distance of 652.27 feet; thence South 2 degrees 34 minutes 42 seconds West, a distance of 463.85 feet to the Point of Termination.

Section 3. Preliminary Development Plan. The Preliminary Development Plan submitted as part of the "PUD" zoning request is attached within the Memorandum of Understanding, identified as Exhibit A, and shall now be determined to be the approved development plan for the property described above.

Section 4. Memorandum of Understanding (MOU). The MOU between the City of Raymore, Missouri and Sallee Development Inc. is approved and the City Manager is directed to execute said agreement on behalf of the City of Raymore, Missouri.

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 25TH DAY OF NOVEMBER, 2024.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 9TH DAY OF DECEMBER, 2024, BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Baker
Councilmember Barber
Councilmember Burke III
Councilmember Circo
Councilmember Engert
Councilmember Holman
Councilmember Mills

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature

WHITE TAIL RUN PUD REZONING

APPLICANT -

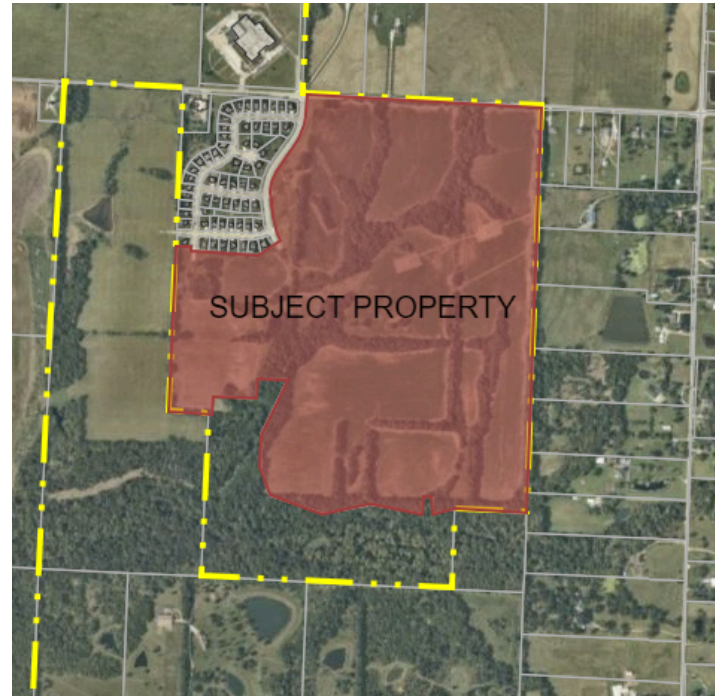
Property Owner:	Green Grass Investments
Engineering/Arch. Firm	Engineering Solutions

PROJECT LOCATION REQUESTED ACTION

195th Street and Elk Drive	PUD Rezoning, Preliminary Development Plan
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PROJECT NARRATIVE

An application requesting the rezoning of approximately 185.78 acres located generally at 195th Street and Elk Drive, from R-1 Single Family Residential District, to PUD, Single Family Planned Unit Development

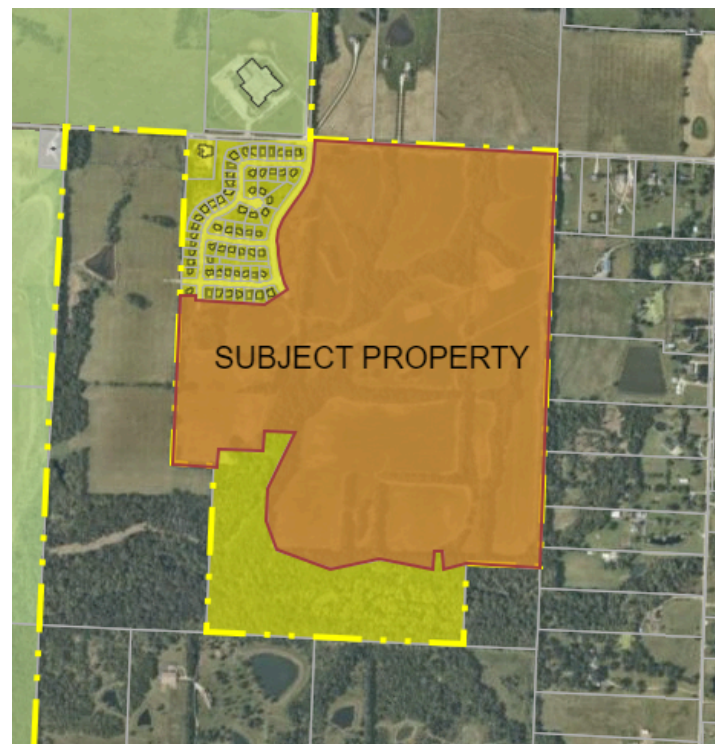


ZONING AND LAND USE SUMMARY -

EXISTING ZONING	PROPOSED ZONING
"R-1" Single Family Residential District	"PUD" Planned Unit Development

SURROUNDING ZONING & LAND USE

- North:** Agricultural, School/Public Use, Large Lot Residential (Cass County)
- South:** Large Lot Residential (Cass County)
- East:** Large Lot Residential (Cass County)
- West:** R-1 Single Family Residential (White Tail Run), Agricultural (Cass County)



TOTAL TRACT SIZE	NUMBER OF LOTS	DENSITY
185.78	503	2.71 du/ac

INFORMATIONAL NOTICES OR MEETINGS -

NOTICE	DATE
Good Neighbor Meeting	September 17, 2024
Public Hearing Notice	- September 25, 2024 North Cass Herald (Planning & Zoning) - November 6, 2024 North Cass Herald (City Council)

PAST PLANNING ACTIONS -

- The land area of White Tail Run was annexed into the City in 2005, and was rezoned from "A" Agricultural to "R-1" Single Family Residential District.
- The first Preliminary Plat for the White Tail Run subdivision was approved by the City in 2005 after the approval of the rezoning.
- The original Preliminary Plat from 2005 included 564 single family lots
- The first final plat was approved by the City in 2006, which included the 60 lots/homes that are currently built today.
- The City Council approved 4 preliminary plat extensions to development following the completion of the first plat, and expired in 2014 due to no additional final plats being submitted.

STAFF COMMENTS -

PLANNING AND ZONING:

- Good neighbor meeting and public hearing notices were mailed to 45 property owners adjacent to the subject property. A Good Neighbor meeting was held on September 17, 2024 at City Hall. Meeting notes were provided as an attachment.

The Bulk and Dimensional Standards for the existing and proposed zoning districts are as follows:

DIMENSIONAL STANDARD	EXISTING ZONING (R-1)	PROPOSED ZONING (PUD)		
		White Tail Run	White Tail Villas	White Tail Summit
Lot Size	8,400 sq. ft.	9,360 sq. ft.	8,190 sq. ft.	9,100 sq. ft.
Lot Width x Lot Depth	70 ft. x 100 ft.	72 ft. x 130 ft.	63 ft. x 130 ft.	70 ft. x 130 ft.
Front-Yard Setback	30 ft.	30 ft.	25 ft.	25 ft.
Rear-Yard Setback	30 ft.	25 ft.	20 ft.	25 ft.
Side-Yard Setback (interior)	10 ft.	7 ft.	5 ft.	7 ft.
Side-Yard Setback (exterior)	30 ft.	15 ft.	10 ft.	15 ft.
Building Height	35 ft.	35 ft.	35 ft.	35 ft.
Building Coverage	30 %.	35%.	45%.	40%

- The proposed PUD is generally consistent with the previously approved Preliminary Plat, in terms of the number and size of the proposed lot, as well as the street network.
- The applicant provided revisions to the proposed street names, but conflicts still exist which will need to be revised if approved, including removing duplicate or conflicting street names and incorrect street-type suffixes.
- City staff did review the proposed development with the Ray-Pec School District given the size and proximity to Bridle Ridge Elementary School. There were no capacity related concerns, but the District did share safety concerns with potential students crossing 195th Street. Crosswalk improvements near the intersection of Elk Drive and 195th Street should be made with the first phase of this development.
- There are several mature trees throughout the subdivision, many of which will be preserved within the parkland dedication area. Trees should also be preserved along the eastern property line(s), providing a buffer between the subdivision and Cass County properties along S. School Road. Staff is recommending that a tree preservation plan be required with any final plat containing lots abutting the eastern

property line, or areas included in the parkland dedication area.

- There is a 40-acre open space tract on the south side of the subdivision, which is not part of the proposed development. It is substantially located in the floodplain and mostly undevelopable and provides a dense barrier between the subdivision and parcels to the south in the County.

PUBLIC WORKS & ENGINEERING:

- 195th Street is classified on the Transportation Master Plan as a Major Collector, and Elk Drive is classified as a Minor Collector. All other roads are classified as local roads.
- Elk Drive is classified as a Greenway, which requires a 5' sidewalk on one side and a 10' trail along the other side. Landscape trees are also required as a buffer along the roadway.
- Staff did not require a new traffic study to be completed with this proposed development, and instead reviewed the 2005 traffic study and determined the assumptions and findings to be generally consistent with existing conditions today. No new major development has taken place in this area since the study was completed.
 - Improvements are being required to the proposed eastern access to 195th Street that are consistent with the initial recommendations of the 2005 study.
- The proposed development is located within the PWSD #10 District, and not served by the City of Raymore. The Developer has indicated their ability to work with the District to serve the development.
- Dean Avenue is currently planned to be extended south to connect to 195th Street to the west, which will provide better connectivity and access to the North Cass Pkwy. interchange for this area of the City. Improvements to portions of 195th Street are also programmed as part of that project.

PARKS & RECREATION:

- Parkland dedication is being provided as required by Section 445.040. On September 10, 2024 city staff presented the proposed project to the Parks and

Recreation Board and the Board voted to approve a combination of parkland dedication and park land fee-in-lieu.

- Based on the proposed development, 25.65 acres of parkland is required. The developer is proposing to dedicate approximately 22 acres over two tracts of land (1st tract consists of 13.5 acres and the other tract consists of 8.5 acres). The Parkland area is required to be platted and dedicated with the first final plat application.
- The developer will also provide a fee-in-lieu in the amount of \$61,789.50 for the remainder of the requirement, which is paid at the time of a final plat application.
- A 10' trail is required along Elk Drive which will connect to a trail along the existing portion of the roadway, , and on street parking is being provided on Elk Drive to provide access to the future parkland area.

ALIGNMENT WITH COMPREHENSIVE PLAN -

The Future Land Use Plan identifies this area as appropriate for Low-Density Residential, which is typically in the form of detached single family homes. The streets within the proposed subdivision do align with the goals and requirements of the Transportation Plan for the City, and trail connections and park amenities are being provided to meet the goals and requirements of the Parks Master Plan/Open Space and Linkages Plan.

FINDINGS OF FACT -

Under Section 470.050 of the Unified Development Code, the Planning and Zoning Commission and City Council are directed concerning their actions in the deliberations of a Planned Unit Development (PUD) rezoning request. Under 470.050 (F) the Planning and Zoning Commission and City Council are directed to make findings of fact considering the following 11 criteria:

1. The preliminary development plan's consistency with the Growth Management Plan and all other adopted plans and policies of the City

The Growth Management Plan identifies this area as appropriate for low-density residential development, which is consistent with the proposed development as a detached single family residential subdivision.

2. The preliminary development plan's consistency with the PUD standards of Section 415.060, including the statement of purpose.

The purpose of the Planned Unit Development District *"is intended to encourage the unified design of residential, commercial, office, professional services, retail and institutional uses and facilities or combinations thereof in accordance with an approved comprehensive development plan. This district provides for flexibility in the design of buildings, yards, courts and circulation in exchange for the provision of platted common open space, amenities and design excellence"*.

The proposed development does provide for the master development planned approach to the remaining portion of the White Tail Run subdivision by providing for several phases of detached single family dwellings. The flexibility being provided allows for the three (3) different lot sizes and residential dwellings under one singular zoning district, as opposed to multiple districts. The development is providing open space in a combination of forms including (1) parkland dedication, and (2) common open space tracts. Parkland dedication separated by a roadway with future parking improvements is being uniquely accomplished with the PUD.

The developer has provided a common pool and clubhouse (phase 8), and other miscellaneous amenities (walking trail, open space, landscaping etc...) will be provided throughout the development.

The variety of home types being proposed are all generally similar elevations or home types, with differing exterior finishes. The applicant has provided five (5) example elevations for the entire development, which are generally not unique to this zoning designation, and could be constructed in any zoning district. However, the City does not generally regulate the design of homes in any zoning district, and it is important to note that the proposed home elevations could be constructed in any zoning district, regardless of the requested rezoning.

The layout of the subdivision is a unique, well thought out design in that it provides good circulation within the development, avoids unnecessary impacts to the existing development, and provides good access and parking options for the City's future parkland area by providing on-street parking spaces.

3. The nature and extent of common open space in the PUD.

Common open space is being provided in the subdivision primarily in the form of a dedicated parkland area which will be dedicated, developed, and maintained by the City, totalling 22 acres. Other common space tracts totalling approximately 6.5 are provided, but no specific plans in terms of amenities are being provided at this time. The provided common area tracts include landscape buffers and open grass fields. Areas of common

open space include a significant portion of the mature trees that exist on site, which will be preserved, along with those located in the parkland area. There is also a significant existing tree line along the eastern property line that abuts properties located in the County. This should be preserved as a buffer between development in the City and development in the County.

The parkland area will be dedicated with phase 1 of the development, but will be developed by the City/Parks and Recreation Board at a later date.

4. The reliability of the proposals for maintenance and conservation of common open space.

The Developer has provided for the maintenance and dedication of all open space, including the parkland area, which will be dedicated to the City upon the 1st phase of development, and maintained by the City thereafter. Other open spaces and amenities will be maintained by the developer or a Homeowners Association that will take ownership of other common areas as they are developed.

5. The adequacy or inadequacy of the amount and function of common open space in terms of the densities and dwelling types proposed in the plan.

The parkland dedication area will be dedicated to the City for future development and maintenance, including future parking areas, and trail connections that will connect to other segments of the trails and parks. The other common open space areas are provided over several smaller grassy areas, with no detailed plans for future amenities, other than their timing of construction. A community pool is also being proposed, but not to be constructed until phase 8

There is a larger open space area located to the south of the proposed development. Although not directly part of the proposed development, the heavily treed area includes a tract of land that is substantially located within the floodplain, and is generally considered undevelopable. While it does provide an open space and tree buffer, this tract is privately owned and not part of the proposed subdivision.

6. Whether the preliminary development plan makes adequate provision for public services, provides adequate control over vehicular traffic, and furthers the amenities of light and air, recreation and visual enjoyment.

The preliminary development plan does make adequate provisions for public services. The utilities are being provided logically considering the existing utilities on site, and the road network in the subdivision provides good connectivity within the proposed development and to the adjacent properties where required. One new connection to 195th Street is being provided, and improvements including an eastbound right-turn lane and westbound left turn

lane are being required. Trail amenities are also being provided along Elk Drive to connect to other trail segments or sidewalks to further connectivity in the area.

7. Whether the preliminary development plan will have a substantially adverse effect on adjacent property and the development or conservation of the neighborhood area.

The use of the property under the proposed preliminary development plan will be detached single-family residential. The single-family use is consistent with the use of neighboring properties within the existing phases of White Tail Run. Continuation of a land use pattern on the subject property that is similar to adjacent properties will not adversely affect the appropriate use of neighboring properties, or the character of the surrounding neighborhood.

The home styles being proposed within this development are slightly smaller than the existing homes in White Tail Run which was a concern for neighboring property owners, including smaller building footprints, and lack of basements in favor of slab-on-grade homes. The average size of the proposed homes were presented at 1,640 sq. ft. for 1-story homes, and 2,204 sq. ft. for 2-story homes. The average size home in existing White Tail Run is approximately 3,600 sq. ft. including basements (based on a survey of past building permits).

The homes within the proposed development will be smaller than existing homes, however, the City does not regulate a minimum home size in any zoning district.

8. Whether potential adverse impacts have been mitigated to the maximum practical extent.

Primary concerns about the proposed development included the overall difference in the home sizes, types, and values between the existing homes in White Tail Run, and the proposed development. As a result, the developer has relocated the smaller lot-types within the development (White Tail Villas & White Tail Summit) to keep them secluded from any existing development, and relocated the larger lots within the development (White Tail Run Phase 2) to abut any existing homes within White Tail Run. The proposed pool has also been relocated away from the existing subdivision, as requested, and is now located in a future phase away from existing development.

Another concern shared by and with staff was the increased traffic on 195th Street with relation to Bridle Ridge Elementary, and the potential for children crossing the street to walk to school. Staff facilitated a conversation between the Developer and the Raymore-Peculiar School District to discuss the requirements for an improved crosswalk at Elk Drive and 195th Street. While the final details have not been determined as far as the design of the crosswalk, this should be installed with the public improvements associated with the first phase of development to mitigate any traffic safety concerns.

9. Whether the preliminary development plan represents such a unique development proposal that it could not have been accomplished through the use of (non-PUD) conventional Unified Development Code.

The main purpose for the proposed PUD is to provide flexibility in multiple (3) lot types with different minimum development standards, without establishing the same minimum standard for the entire subdivision. The proposed PUD also affords the flexibility of balancing the development of lot-types within the subdivision to limit dwelling unit densities. The proposed PUD provides for 3 different lot types and home styles that are generally grouped in pods. Multiple zoning requests of different conventional classifications would be required to support this concept if not for the proposed PUD. Overall, however, the general layout, number of lots, and home styles could be accomplished under the use of conventional zoning districts (R-1, R-1.5, R-1P etc...).

The parkland dedication also includes the provision of future on-street parking stalls to provide access to the future parkland improvements. In general, parking in the manner shown on the preliminary plan is not allowed to encroach into the right-of-way. The presence of parkland dedication on either side of the roadway lends itself to on-street parking in the manner shown on the preliminary plat which would generally not be permitted in conventional zoning districts.

10. The sufficiency of the terms and conditions proposed to protect the interest of the public and the residents of the PUD in the case of a plan that proposes development over a period of years.

The proposed development is to be constructed over a period of years including 9 phases of development. The PUD zoning and preliminary plan are tied together with the MOU for the subject property, which outlines and ties the development obligations of the requested zoning to future final plat applications, including the timing of dedication for parkland dedication, and construction of amenities. Under the proposed PUD, development can only occur if it is consistent with the manner shown on the preliminary plat. If the plan expires due to lack of development, a new development must be re-approved, and must be consistent with this PUD.

PROJECT REVIEW SCHEDULE

COUNCIL, COMMISSION OR BOARD	ACTION	DATE
Planning and Zoning Commission	Review & Recommendation	October 15, 2024
City Council	Review & Approval/Denial	1st Read - November 25, 2024 2nd Read - December 9, 2024

STAFF RECOMMENDATIONS -

The proposed development is consistent with the allowable uses under the current R-1 Single Family Residential District zoning designation, and is generally consistent with the previously approved Preliminary Plat for the White Tail Run. The proposed development supports the goals and intent of the Growth Management Plan and Future Land Use Plan as a single-family subdivision. City staff recommends that the Planning and Zoning Commission accept the staff proposed findings of fact and forward Case No. 24013 White Tail Run PUD and Preliminary Plan to the City Council with a recommendation of approval. The recommendation includes the following conditions:

1. Street names in the development shall conform to the Addressing and Street Naming Policy adopted by the City, and must be approved and reserved by the City. A final list of reserved street names shall be submitted to City staff.
2. The phasing plan for the project shall be amended to include a new access to 195th Street as part of the 1st phase, or pursuant to Section 340.320 of Raymore City Code, the Public Works Director shall restrict construction traffic on Elk Drive until such time that the second access to 195th Street is constructed, and a construction entrance from 195th Street shall be included in the 1st phase.

PLANNING AND ZONING COMMISSION **10/15/2024 -**

The Planning and Zoning Commission, at their October 15, 2024 meeting, voted 6-0-1 to accept the staff proposed findings of fact and forward Case No. 24013 White Tail Run PUD and Preliminary Plan to the City Council with a recommendation of approval, subject to the conditions as outlined by City staff.

PROJECT ATTACHMENTS -

1. Good Neighbor Meeting Notes, September 18, 2024
2. Preliminary Development Plan
3. MOU

Whitetail Run
DEVELOPMENT PLAN
Part of the NW 1/4 Section 33, Township 46 N, Range 32 W
RAYMORE, CASS COUNTY, MISSOURI

GENERAL NOTE

Care and maintenance of open space. When a Planned Unit Development includes provisions for a common open space, or recreational facilities, a statement describing the provision that is to be made for the care and maintenance for such open space or recreational facilities shall be submitted.

Site Data Table

Total Area	185.78 acres (8,092,576.80 sq. ft.)
Total Lots	503
Density	2.71 units per acre
Common Area	6.67 Acres
Parkland Area	21.96 Acres
Roadway Area	0.97 Acres

Building coverage shall not exceed 40% of the net area of the Planned Unit Development by individual parcel or total development.

A minimum of 10 percent of the development plan shall be provided for common open space. Parkland Dedication Area shall count toward this requirement.

Adequate facilities shall be installed with each phase of development necessary for the disposition of sanitary waste and storm water.

No Detention shall be provided for the development due to the proximity to the existing creek as the development will free release into the creek channel

Construction Schedule

PHASE 1	LOTS 61-91, 104-107, 120-129
PHASE 2	LOTS 383-393, 401-419, 443-445, 450-451, 559-562
PHASE 3	LOTS 260-263, 265-281, 305-309, 329-382
PHASE 4	LOTS 130-154, 156-169
PHASE 5	LOTS 195-251
PHASE 6	LOTS 282-292, 294-304, 310-327
PHASE 7	LOTS 293-400, 420-426, 438-442, 501-534
PHASE 8	LOTS 427-437, 446-449, 452-500, 535-558
PHASE 9	LOTS 92-103, 108-119

AMENITIES	TYPE	AREA	CONSTRUCTION PHASE
TRACT C	Greenspace / Trail	104793	5
TRACT D	Greenspace	33844	5
TRACT E	Landscaping / Sign	12576	5
TRACT F	Parkland	571592	1
TRACT G	Landscape / Greenspace	5731	4
TRACT H	Landscape / Greenspace	6057	4
TRACT I	Parkland	385,034	1
TRACT J	Greenspace	20205	9
TRACT K	Greenspace	22610	9
TRACT L	Park	29143	6
TRACT M	Pool	40999	8
TRACT N	Park / Field Space	40968	7
TRACT O	Greenspace	65518	8
TRACT P	Greenspace	14345	3

LEGEND:

- B/L - BUILDING SET-BACK
- C/A - COMMON AREA
- D/E - DRAINAGE EASEMENT
- FND. - FOUND
- L/E - LANDSCAPE EASEMENT
- L.N.A. - LIMITS OF NO ACCESS
- R/W - RIGHT OF WAY
- SAN - SANITARY SEWER LINE
- S/W - SIDEWALK
- U/E - UTILITY EASEMENT
- W - WATER LINE
- ST - STORM SEWER LINE

INDEX OF SHEETS:

- C.001 - COVER SHEET
- C.100 - PRELIMINARY PLAT
- C.101 - PRELIMINARY PLAT
- C.102 - PRELIMINARY PLAT
- C.103 - PRELIMINARY PLAT
- C.104 - PRELIMINARY PLAT
- C.105 - LOT TABLES



UTILITY COMPANIES:

THE FOLLOWING LIST OF UTILITY COMPANIES IS PROVIDED FOR INFORMATION ONLY. WE DO NOT OFFER ANY GUARANTEE OR WARRANTY THAT THIS LIST IS COMPLETE OR ACCURATE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING ALL UTILITY COMPANIES THAT MAY BE AFFECTED BY THE PROPOSED CONSTRUCTION AND VERIFYING THE ACTUAL LOCATION OF EACH UTILITY LINE. THE CONTRACTOR SHALL NOTIFY ENGINEERING SOLUTIONS AT 816.623.9888 OF ANY CONFLICT WITH PROPOSED IMPROVEMENTS.

Every, Inc. ~ 888-471-5275
Spire Inc. ~ 800-582-1234
Alt&T ~ 761-5011
Xfinity/Comcast ~ 795-1100
CITY OF RAYMORE PUBLIC WORKS ~ 331-1852
CITY OF RAYMORE WATER UTILITIES ~ 331-5182
MISSOURI ONE CALL (DIG RITE) ~ 1-800-344-7483

PROPERTY DESCRIPTION

A tract of land situated in Section 33, Township 46, Range 32, in Cass County, Missouri, said tract more particularly described as follows: Beginning at the North Quarter Corner of said Section 33; thence South 87 degrees 10 minutes 18 seconds East along the North line of said Section 33, a distance of 1387.59 feet; thence South 2 degrees 27 minutes 41 West, a distance 2657.77 feet; thence South 2 degrees 01 minutes 01 seconds West, a distance of 671.22 feet; thence North 88 degrees 57 minutes 18 seconds West, a distance of 583.22 feet; thence South 78 degrees 04 minutes 10 seconds West, a distance of 186.67 feet; thence North 2 degrees 16 minutes 55 seconds West, a distance of 137.28 feet; thence along a curve to the right having an initial tangent bearing of South 87 degrees 43 minutes 05 seconds West and a radius of 425.00 feet, an arc distance of 65.38 feet; thence South 6 degrees 31 minutes 58 seconds West, a distance of 140.00 feet; thence North 10 degrees 08 minutes 53 seconds West, a distance of 632.13 feet; thence South 77 degrees 13 minutes 20 seconds West, a distance of 390.93 feet; thence North 70 degrees 24 minutes 39 seconds West, a distance of 462.40 feet; thence North 19 degrees 21 minutes 59 seconds West, a distance of 246.10 feet; thence North 1 degrees 15 minutes 24 seconds East, a distance of 262.41 feet; thence North 26 degrees 19 minutes 29 seconds East, a distance of 495.14 feet; thence North 87 degrees 25 minutes 18 seconds West, a distance of 246.26 feet; thence South 2 degrees 34 minutes 42 seconds West, a distance of 162.04 feet; thence North 87 degrees 22 minutes 04 seconds West, a distance of 360.00 feet; thence 2 degrees 34 minutes 42 seconds West, a distance of 144.42 feet; thence 87 degrees 08 minutes 02 seconds West, a distance of 365.92 feet; thence North 2 degrees 49 minutes 34 seconds East, a distance of 1354.59 feet to the Southwest corner of Lot 60 of Whitetail Run Lots 1 thru 60 & Tracts A & B, a Platted Subdivision of land in the City of Raymore, Cass County, Missouri; thence South 87 degrees 10 minutes 26 seconds East, a distance of 125.00 feet; thence South 2 degrees 49 minutes 34 seconds West, a distance of 35.10 feet; thence South 87 degrees 10 minutes 26 seconds East, a distance of 551.21 feet; thence North 59 degrees 08 minutes 57 seconds East, a distance of 140.81 feet; thence North 34 degrees 09 minutes 02 seconds West, a distance of 2.12 feet; thence North 55 degrees 50 minutes 58 seconds East, a distance of 80.00 feet; thence along a curve to the right having an initial tangent bearing of North 34 degrees 09 minutes 01 seconds West and a radius of 410.00 feet, an arc distance of 201.47 feet; thence North 5 degrees 59 minutes 44 seconds West, a distance of 140.95 feet; thence along a curve to the right tangent to the preceding course and having a radius of 410.00 feet, an arc distance of 302.43 feet; thence North 38 degrees 11 minutes 49 seconds East, a distance of 217.36 feet; thence along a curve to the left tangent to the preceding course and having a radius of 490.00 feet, an arc distance of 285.38 feet; thence North 2 degrees 49 minutes 37 seconds East, a distance of 143.17 feet to a point on said North line; thence South 87 degrees 10 minutes 47 seconds East, a distance of 611.31 feet to the Point of Beginning.

Together with an Ingress/Egress Easement:

A tract o land situated in Section 33, Township 46, Range 32, in Cass County, Missouri, the centerline of which being more particularly described as follows: Commencing at the Southeast corner of Lot 53 of Whitetail Run Lots 1 thru 60 & Tracts A & B, a Platted Subdivision of land in the City of Raymore, Cass County, Missouri; thence North 34 degrees 09 minutes 02 seconds West, a distance of 2.12 feet; thence North 55 degrees 50 minutes 58 seconds East, a distance of 40.00 feet to the Point of Beginning of a centerline description for Ingress and Egress Easement being 40.00 feet on either side of the following described centerline: thence along a curve to the left having an initial tangent bearing of South 34 degrees 26 minutes 43 seconds East and a radius of 450.00 feet, an arc distance of 207.00 feet; thence along a reverse curve having a radius of 500.00 feet, an arc distance of 200.38 feet; thence South 45 degrees 17 minutes 57 seconds East, a distance of 159.96 feet; thence South 40 degrees 42 minutes 03 seconds West, a distance of 30.47 feet; thence South 67 degrees 30 minutes 31 seconds West, a distance of 652.27 feet; thence South 2 degrees 34 minutes 42 seconds West, a distance of 463.85 feet to the Point of Termination.

Current Zoning: R-1
Proposed Zoning: PUD

SURVEY AND PLAT NOTES:
THE SUBJECT PROPERTY SURVEYED LIES WITHIN A FLOOD ZONE DESIGNATED ZONE (X), AREAS LOCATED OUTSIDE THE 100 YEAR FLOOD PLAIN, PER F.E.M.A. MAP, COMMUNITY PANEL NO. 29037C0038F EFFECTIVE DATE: JANUARY 20, 2013.

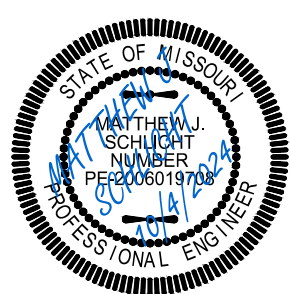
ENGINEERING
ENGINEERING & SURVEYING
SOLUTIONS
50 SE 30TH STREET
LEE'S SUMMIT, MO 64082
P: (816) 623-9888 F: (816) 623-9849

Professional Registration
Missouri
Engineering 2005002186-D
Surveying 2005008319-D
Kansas
Engineering E-1685
Surveying LS-218
Oklahoma
Engineering 6254
Nebraska
Engineering CA2821

WHITETAIL RUN
RAYMORE, CASS COUNTY, MISSOURI

Project:
WHITETAIL RUN
RAYMORE, MO
Issue Date:
October 3, 2024

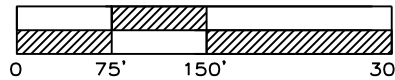
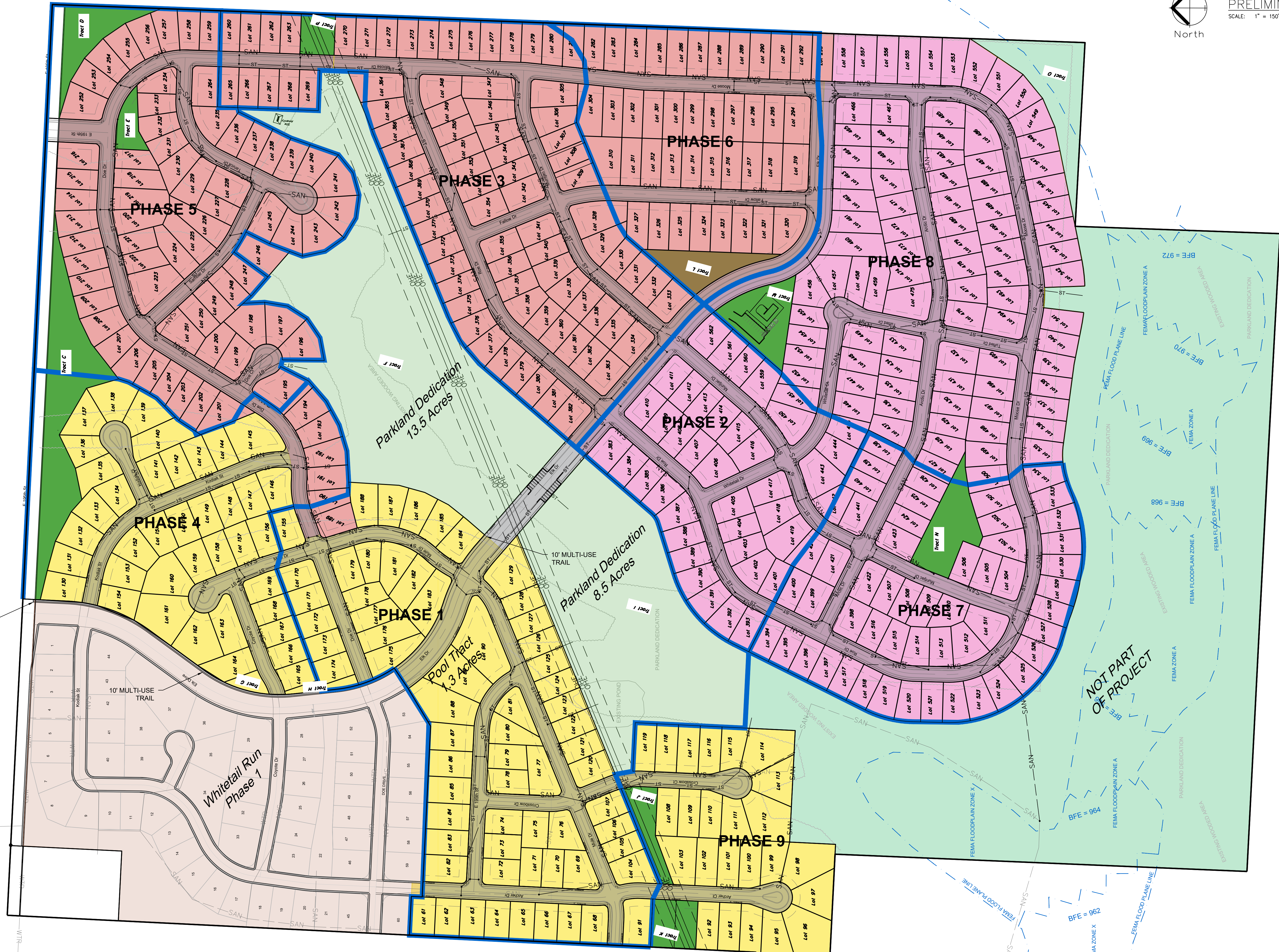
Cover Sheet
Plans for:
Whitetail Run
Raymore, Cass County, Missouri



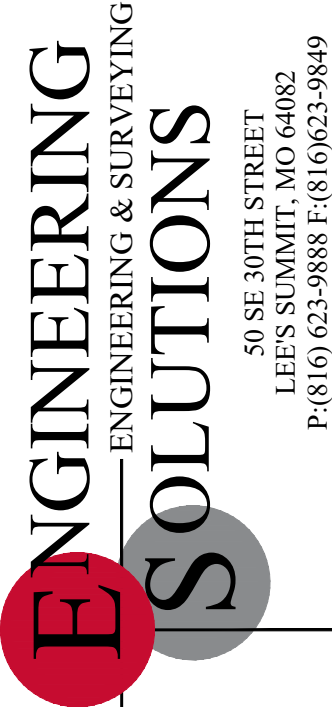
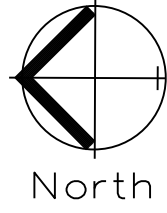
Matthew J. Schlicht
MO PE 2006019708
KS PE 19071
OK PE 25226
NE PE E-14335

REVISIONS

C.001



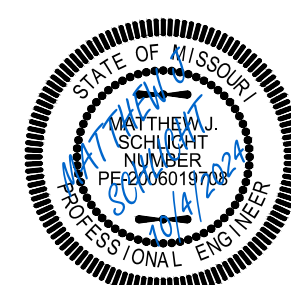
PRELIMINARY PLAT
SCALE: 1" = 150'



Professional Registration
Missouri
Engineering 2005002186-D
Surveying 2005008319-D
Kansas
Engineering E-1695
Oklahoma
Engineering 6254
Nebraska
Engineering CA2821

Project:
WHITETAIL RUN,
RAYMORE, MO
Issue Date:
October 3, 2024

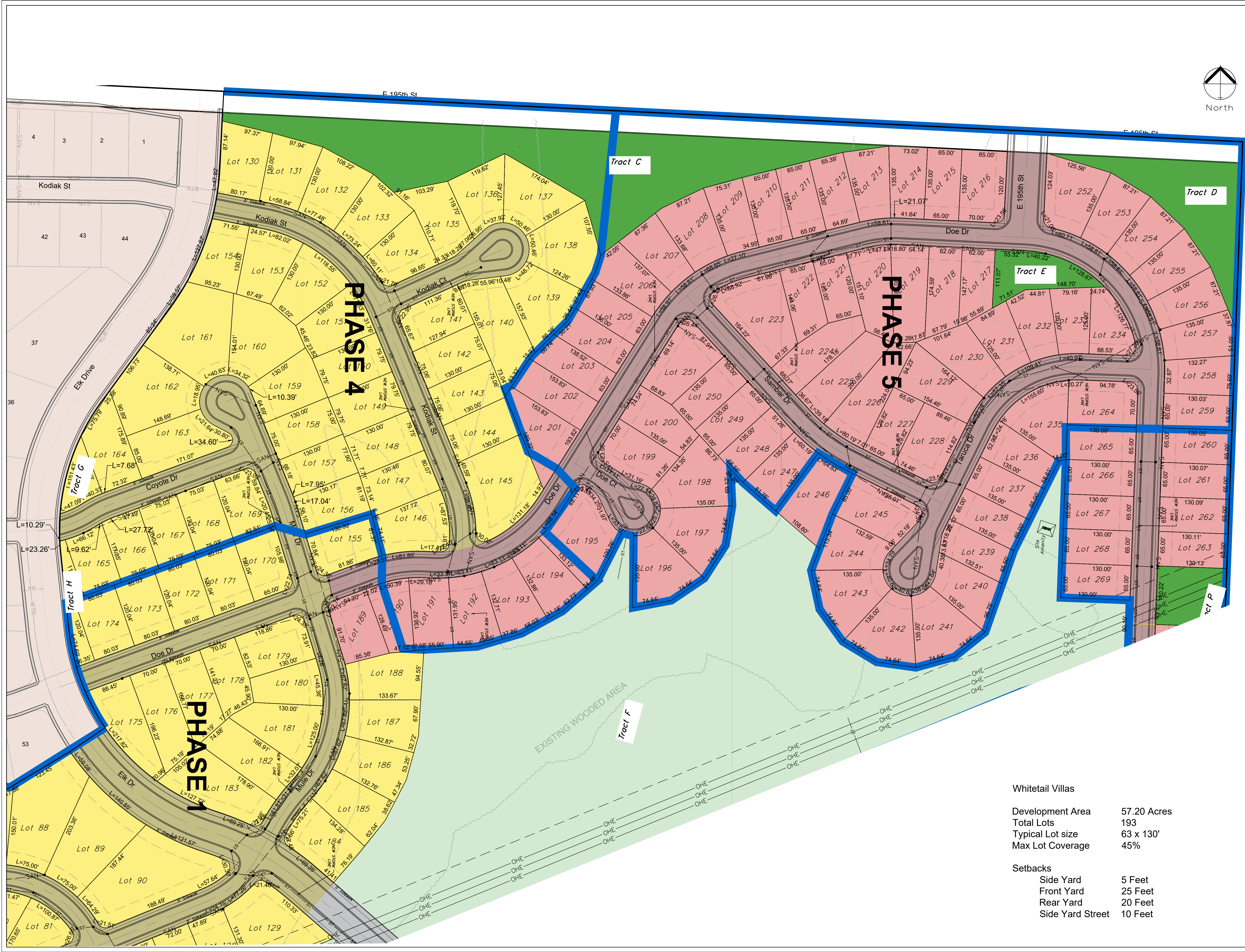
Plans for:
Whitetail Run
Raymore, Cass County, Missouri



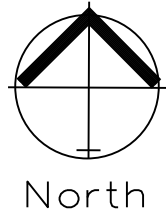
Matthew J. Schlacht
MO PE 2006019708
KS PE 19071
OK PE 25226
NE PE E-14335

REVISIONS

C.100



PRELIMINARY PLAT
SCALE: 1" = 80'

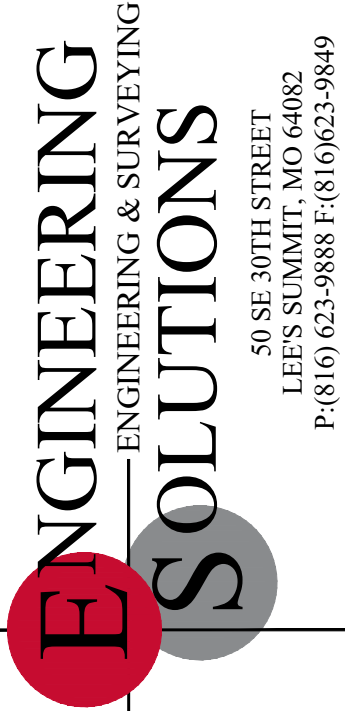


Whitetail Villas

Development Area 57.20 Acres
Total Lots 193
Typical Lot size 63 x 130'
Max Lot Coverage 45%

Setbacks

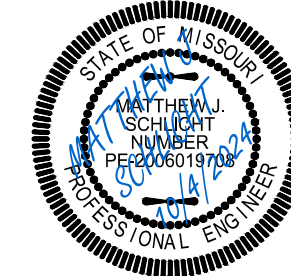
Side Yard 5 Feet
Front Yard 25 Feet
Rear Yard 20 Feet
Side Yard Street 10 Feet



Professional Registration
Missouri
Engineering 2005002186-D
Surveying 2005008319-D
Kansas
Engineering E-1695
Surveying LS-218
Oklahoma
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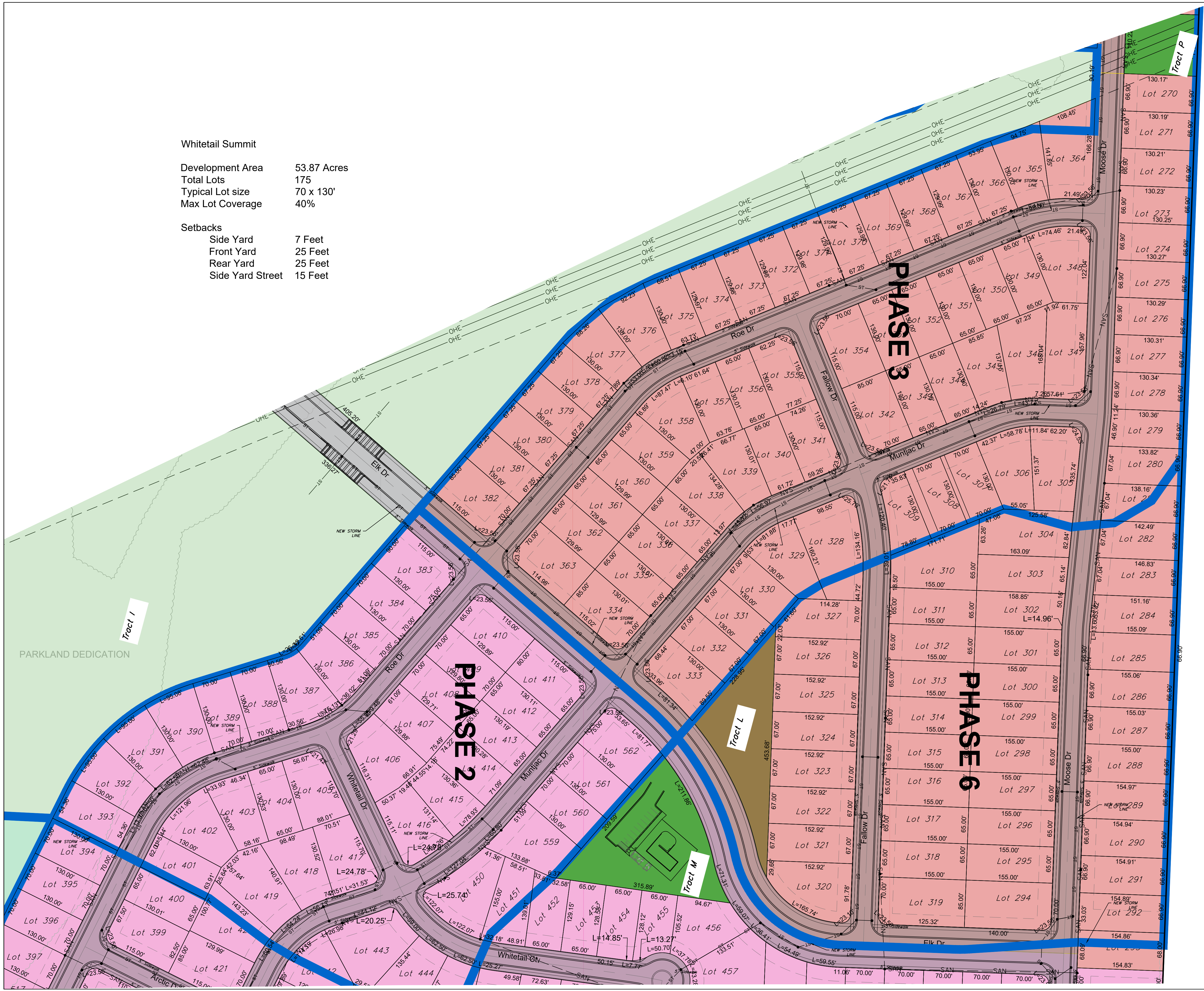
Project:
WHITETAIL RUN
RAYMORE, MO
Issue Date:
October 3, 2024

Plans for:
Whitetail Run
Raymore, Cass County, Missouri



Matthew J. Schlicht
MO PE 0006019708
KS PE 19071
OK PE 25226
NE PE E-14335

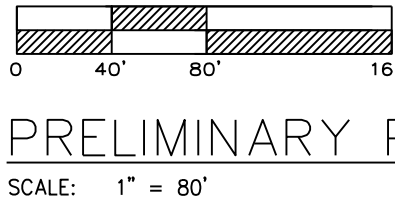
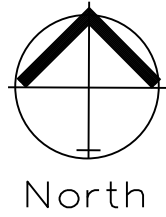
REVISIONS



Whitetail Summit

Development Area 53.87 Acres
Total Lots 175
Typical Lot size 70 x 130'
Max Lot Coverage 40%

Setbacks
Side Yard 7 Feet
Front Yard 25 Feet
Rear Yard 25 Feet
Side Yard Street 15 Feet



PRELIMINARY PLAT

SCALE: 1" = 80'

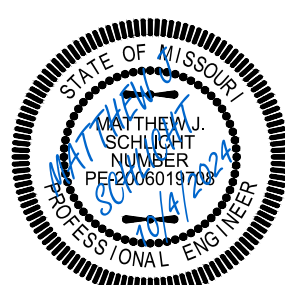


Professional Registration
Missouri
Engineering 2005002186-D
Surveying 2005008319-D
Kansas
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WHITETAIL RUN
RAYMORE, CASS COUNTY, MISSOURI

Project:
WHITETAIL RUN,
RAYMORE, MO
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October 3, 2024

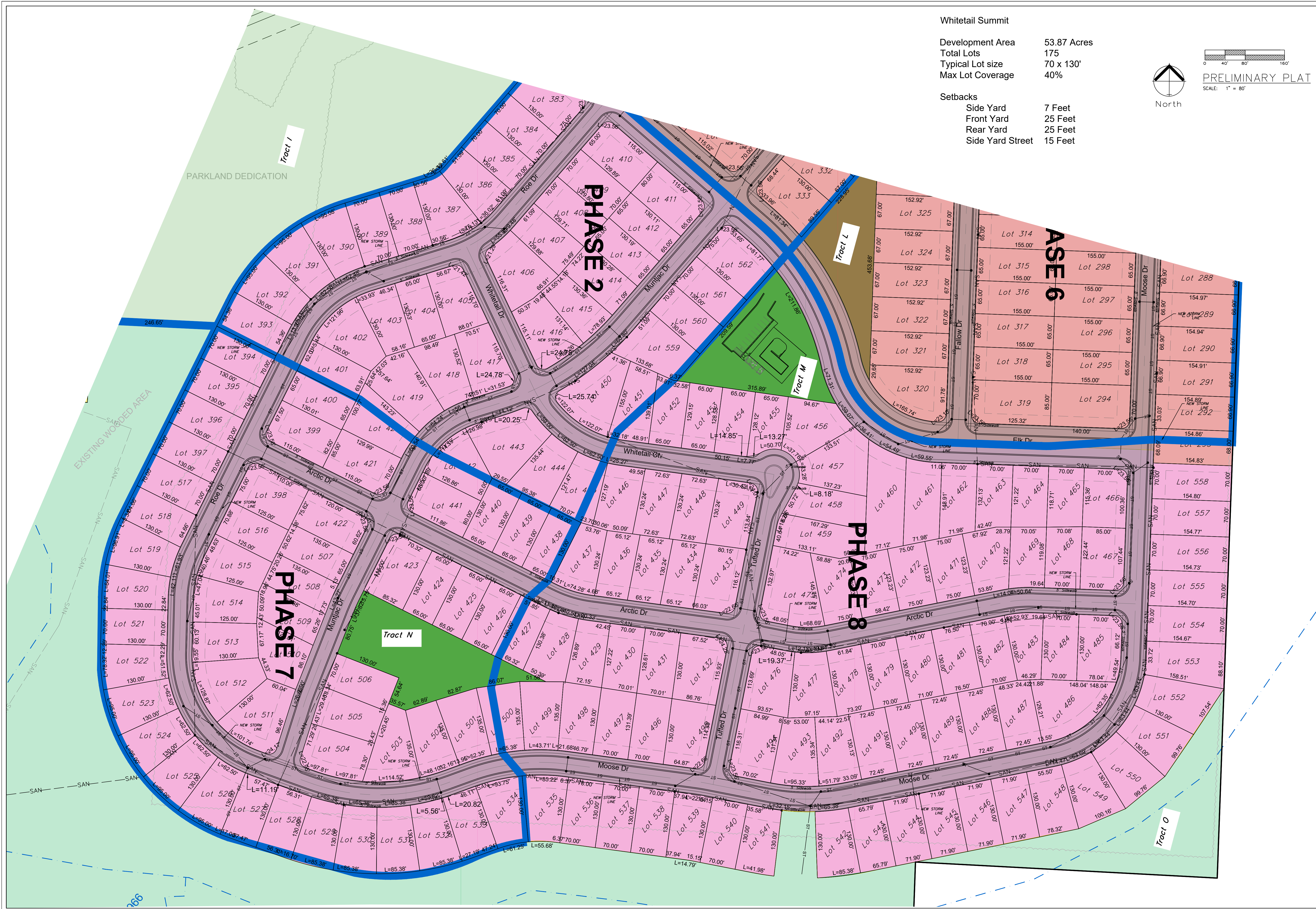
Plans for:
Whitetail Run
Raymore, Cass County, Missouri



Matthew J. Schlicht
MO PE 0006019708
KS PE 19071
OK PE 25226
NE PE E-14335

REVISIONS

C.103



Whitetail Summit

Development Area 53.87 Acres
Total Lots 175
Typical Lot size 70 x 130'
Max Lot Coverage 40%

Setbacks
Side Yard 7 Feet
Front Yard 25 Feet
Rear Yard 25 Feet
Side Yard Street 15 Feet



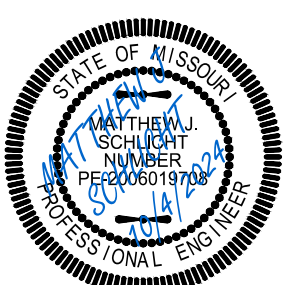
PRELIMINARY PLAT
SCALE: 1" = 80'

ENGINEERING SOLUTIONS
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Nebraska
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Plans for:
Whitetail Run
Raymore, Cass County, Missouri

Project:
WHITETAIL RUN,
RAYMORE, MO
Issue Date:
October 3, 2024



Matthew J. Schlicht
MO PE 2006019708
KS PE 19071
OK PE 25226
NE PE E-14335

REVISIONS

Parcel Area Table		Parcel Area Table		Parcel Area Table	
Parcel #	Area	Parcel #	Area	Parcel #	Area
61	10000.00	81	10433.45	101	10850.00
62	10000.00	82	12329.24	102	10850.00
63	10000.00	83	11744.48	103	15839.85
64	10000.00	84	12238.18	104	12552.03
65	10000.00	85	12373.22	105	8374.39
66	9375.00	86	12508.26	106	8374.39
67	9375.00	87	12942.24	107	10330.47
68	10927.30	88	21423.81	108	10850.00
69	12275.33	89	19992.39	109	10850.00
70	8750.00	90	28258.44	110	10542.42
71	8750.00	91	13954.14	111	11145.70
72	10192.59	92	10850.00	112	19542.65
73	9638.47	93	10850.00	113	14190.41
74	9590.19	94	10542.42	114	19162.91
75	10200.45	95	11145.70	115	10304.96
76	11909.38	96	19542.65	116	10693.54
77	13149.39	97	14190.41	117	10850.00
78	10732.48	98	19162.91	118	10850.00
79	10019.24	99	10304.96	119	10870.45
80	11141.19	100	10693.54	120	11019.08

Parcel Area Table		Parcel Area Table		Parcel Area Table	
Parcel #	Area	Parcel #	Area	Parcel #	Area
121	9360.00	141	10104.07	161	21395.43
122	9360.00	142	9672.94	162	17726.40
123	9360.00	143	9750.00	163	14175.97
124	9360.00	144	9750.00	164	11606.19
125	9360.00	145	19444.94	165	8464.30
126	9360.00	146	12612.10	166	8983.26
127	9360.00	147	10718.28	167	9003.30
128	9370.39	148	10369.28	168	9003.30
129	19208.26	149	10367.50	169	9728.54
130	11691.99	150	10367.50	170	9660.15
131	11063.07	151	11394.52	171	9603.52
132	11853.93	152	11907.57	172	9603.52
133	11228.42	153	11461.78	173	9603.52
134	10695.39	154	10664.95	174	9603.52
135	11573.12	155	10614.84	175	13022.02
136	10391.46	156	10028.63	176	12774.82
137	12449.90	157	9882.27	177	10852.58
138	14679.26	158	9750.00	178	9092.38
139	13891.19	159	11517.49	179	11337.47
140	15760.05	160	16138.76	180	8989.49

Parcel Area Table		Parcel Area Table		Parcel Area Table	
Parcel #	Area	Parcel #	Area	Parcel #	Area
181	12650.51	201	11679.13	221	7800.00
182	12942.57	202	9675.02	222	8581.89
183	16471.78	203	9188.65	223	17306.24
184	12125.97	204	8345.67	224	11184.29
185	11244.02	205	8294.00	225	12213.81
186	11207.71	206	10201.02	226	12990.62
187	11218.87	207	9744.01	227	8438.04
188	11682.15	208	11396.55	228	11564.98
189	10101.94	209	9225.66	229	11941.25
190	8694.63	210	8775.00	230	10718.17
191	9982.52	211	8775.00	231	8591.45
192	10444.97	212	8793.95	232	9025.92
193	10461.72	213	9718.61	233	8383.15
194	10463.09	214	9131.49	234	8378.40
195	16281.47	215	8775.00	235	11904.42
196	12508.98	216	11426.71	236	9216.08
197	12508.98	217	8068.88	237	8775.00
198	13397.71	218	9974.48	238	8775.00
199	10720.62	219	11891.43	239	8855.75
200	9710.28	220	11378.57	240	10254.88

Parcel Area Table		Parcel Area Table		Parcel Area Table	
Parcel #	Area	Parcel #	Area	Parcel #	Area
241	12508.98	261	8455.15	281	9387.83
242	12508.98	262	8456.49	282	9677.85
243	12508.98	263	8457.83	283	9967.88
244	10331.99	264	10993.82	284	10256.03
245	12244.03	265	8450.00	285	10364.39
246	12696.85	266	8450.00	286	10372.59
247	9498.01	267	8450.00	287	10370.64
248	8938.42	268	8450.00	288	10368.68
249	8775.00	269	8450.00	289	10366.72
250	8775.00	270	8708.79	290	10364.77
251	12659.51	271	8710.21	291	10362.81
252	13085.47	272	8711.63	292	10360.85
253	9718.61	273	8713.05	293	10536.20
254	9718.61	274	8714.47	294	13126.71
255	9718.61	275	8715.88	295	10075.00
256	9718.61	276	8717.30	296	10075.00
257	9998.47	277	8718.72	297	10075.00
258	8962.66	278	8720.14	298	10075.00
259	8452.47	279	8813.89	299	10075.00
260	8453.81	280	9097.81	300	10075.00

Parcel Area Table		Parcel Area Table		Parcel Area Table	
Parcel #	Area	Parcel #	Area	Parcel #	Area
301	10075.02	321	10245.87	341	9605.74
302	10189.40	322	10245.87	342	11001.71
303	10463.01	323	10245.87	343	8450.00
304	13288.08	324	10245.87	344	8450.00
305	12392.93	325	10245.87	345	9523.95
306	10957.13	326	10245.87	346	11320.38
307	8060.00	327	9777.80	347	12482.95
308	8060.00	328	16444.79	348	12108.09
309	9990.67	329	11065.28	349	8450.00
310	14464.40	330	8710.00	350	8450.00
311	10075.00	331	8710.00	351	8450.00
312	10075.00	332	8710.00	352	8450.00
313	10075.00	333	10963.53	353	8450.00
314	10075.00	334	11003.09	354	11001.71
315	10075.00	335	8450.79	355	9994.58
316	10075.00	336	8450.56	356	8450.17
317	10075.00	337	8450.34	357	8550.54
318	10075.00	338	9501.39	358	9960.93
319	13126.71	339	9965.23	359	8449.89
320	13191.17	340	8449.87	360	8449.66

Parcel Area Table		Parcel Area Table		Parcel Area Table	
Parcel #	Area	Parcel #	Area	Parcel #	Area
361	8449.44	381	8742.50	401	8539.81
362	8449.21	382	11001.71	402	10792.67
363	11000.34	383	11651.71	403	9042.13
364	14085.02	384	9100.00	404	8467.24
365	10259.00	385	9100.00	405	10121.27
366	8742.43	386	9802.44	406	11963.74
367	8742.23	387	10565.01	407	9469.73
368	8742.03	388	9100.00	408	9082.88
369	8741.82	389	9070.95	409	9089.36
370	8741.61	390	10241.13	410	10347.48
371	8741.41	391	10237.50	411	10355.95
372	8741.20	392	10237.50	412	8459.67
373	8741.00	393	9354.20	413	8465.25
374	8740.79	394	9100.00	414	9742.28
375	8797.85	395	9100.00	415	9001.10
376	9790.30	396	9100.00	416	11219.74
377	9559.15	397	9100.00	417	10443.18
378	8742.50	398	11201.71	418	10765.19
379	8742.50	399	10677.13	419	12707.46
380	8742.50	400	8450.92	420	10938.87

Parcel Area Table		Parcel Area Table		Parcel Area Table	
Parcel #	Area	Parcel #	Area	Parcel #	Area
421	11001.27	441	10100.84	461	11154.43
422	10160.45	442	10349.08	462	9836.57
423	11043.91	443	14187.22	463	8746.56
424	8450.00	444	9899.19	464	8397.56
425	8450.00	445	9661.77	465	8192.27
426	8450.00	446	10026.31	466	9756.90
427	8648.38	447	9442.19	467	10358.77
428	9571.27	448	9442.19	468	8453.11
429	8544.79	449	10351.67	469	8325.61
430	8954.19	450	13117.72	470	10112.42
431	9051.40	451	10202.37	471	9241.90
432	11818.40	452	8563.95	472	9241.90
433	10377.08	453	8376.36	473	9241.90
434	8465.42	454	8337.22	474	9853.51
435	8465.43	455	7412.14	475	15139.01
436	8465.43	456	11281.11	476	11283.76
437	9433.05	457	12825.21	477	10132.59
438	8450.00	458	9896.90	478	9239.61
439	8450.00	459	11006.75	479	9100.00
440	8450.00	460	14714.05	480	9230.00

Parcel Area Table		Parcel Area Table		Parcel Area Table	
Parcel #	Area	Parcel #	Area	Parcel #	Area
481	9944.88	501	9995.20	521	9100.00
482	9100.00	502	9708.30	522	10037.73
483	8081.33	503	10975.44	523	10237.50
484	9100.00	504	11031.36	524	10237.50
485	10889.16	505	9325.31	525	10237.50
486	13989.27	506	9100.00	526	10237.50
487	9372.74	507	8775.00	527	9303.57
488	9418.50	508	8824.50	528	9236.90
489	9418.50	509	8639.21	529	9800.00
490	9418.50	510	9532.43	530	9800.00
491	9421.68	511	12951.23	531	9800.00
492	10017.50	512	11415.58	532	9800.00
493	10480.19	513	9375.18	533	9301.87
494	11114.32	514	9721.13	534	10075.00
495	10663.00	515	9596.46	535	9986.26
496	9148.60	516	8860.00	536	9100.00
497	9245.81	517	9100.00	537	9100.00
498	9603.95	518	9098.84	538	9100.00
499	10133.80	519	10324.33	539	9335.42
500	10133.80	520	9866.39	540	9100.00

Parcel Area Table	
Parcel #	Area
541	9444.20
542	9800.00
543	9142.73
544	9347.00
545	9347.00
546	9347.00
547	9347.00
548	9616.53
549	10434.86
550	10395.44
551	10395.44
552	11803.47
553	11936.92
554	10828.20
555	10830.34
556	10832.49
557	10834.63
558	10836.77
559	11902.82
560	9100.00

Parcel Area Table	
Parcel #	Area
561	9100.00
562	11457.29

WHITE TAIL RUN PUD - Site Photos



Aerial Photo of White Tail Run looking north at 195th Street



View looking south along Elk Drive entering into White Tail Run. Existing development on the right, proposed development area on the left.



View looking south at the terminus of Elk Drive, proposed for future extension.



View looking southeast from Elk Drive and 195th Street



Existing tree buffer along the eastern property line of the proposed developing abutting Cass County, MO.



Existing tree buffer along the eastern property line of the proposed develing abutting Cass County, MO.

GOOD NEIGHBOR MEETING - WHITETAIL RUN

A Good Neighbor meeting was held on **Wednesday, September 18, 2024** and began at 6:00pm in the Council Chambers of City Hall. 10 residents attended the meeting along with City Staff as well as Thomas Lewis and Matt Schlicht representing Sallee Development. The comments below provide a summary of the meeting.

Q: There were a number of Cass County residents that live on larger estate lots that have frontage off of School Rd. and were concerned about the development backing up to their western property lines.

A: It was confirmed that the proposed Whitetail Run subdivision would abut the adjoining estate lots. Staff discussed that the previously approved Preliminary Plat for White Tail Run also had lots abutting the City's border with Cass County and these larger lots. Residents asked about property lines and the existing fences and tree lines, stating that the property line are further back than some of the existing fences, and that the tree line should be preserved.

Q: Another concern was raised regarding the Whitetail Run "Summit" phase of the proposed development having a stub street to be able to connect the proposed subdivision to School Rd. and the Cass County residents expressed concern for a future road to be built through some of the properties that are in the County.

A: The Transportation Master Plan adopted by the City does show Elk Drive as a Collector Roadway providing a connection from 195th Street through the development to S. School Road. Because of the existing homestead-type properties along School Road, staff was supportive of removing the stub street through these properties.

Q: There was a question regarding the price range for the homes to be built within the new development.

A: The applicant did not have a strong answer for this as the market as well as interest rates will drive that price point.

Q: There were concerns about the elevations and types of homes being proposed, specifically about the abundance of slab-on-grade homes without basements.

A: Residents felt that basements were something that could add value to the homes over time by providing future homeowners with an opportunity to finish the basement if desired. The applicant indicated not all homes would be slab on grade, and that some of the home types could have basements.

Q: A comment was made expressing strong interest to rethink the placement of the Whitetail Villas to be more centralized in the development and to not directly abut the existing Whitetail Run subdivision.

A: The applicant has agreed to look into shifting some housing types around to try and alleviate the concern.

Q: There was concern expressed regarding the housing style types (specifically the villas) as the square footage being proposed was not comparable to the existing homes in Whitetail Run.

A: The applicant expressed that to make this project viable to more customers a mix of different housing styles would be necessary but would work the plan to better align with the existing character of Whitetail Run with what is being proposed, at least for the lots that directly abut or are in close proximity to the existing Whitetail Run subdivision.

The average size of the proposed homes were presented at 1,640 sq. ft. for 1-story homes, and 2,204 sq. ft. for 2-story homes. The average size home in existing White Tail Run is approximately 3,600 sq. ft. including basements (based on a survey of past building permits).

Q: The current HOA President expressed that they would not want to have any part of the new Whitetail Run or be associated with the new Whitetail Run HOA in any way.

A: The applicant said they are more than happy to discuss further but if the current HOA doesn't want to consolidate that is not a problem. Given that the previously approved Preliminary Plat had proposed a neighborhood pool that was never built, and because residents of White Tail Run had voiced that concern in the past, the

applicant was proposing to do a community pool and wanted that to be an option for the existing Whitetail Run subdivision if they wanted to participate. This is not a requirement of the request.

Q: The current HOA President would like to have the proposed community pool moved from its current location to be more interior to the proposed development.

A: The applicant has agreed to move the community pool if possible/feasible.

Q: Some of the Cass County residents expressed storm water concerns for their current properties as there are some flooding issues.

A: City Staff pulled up the floodplain maps and elevation contours on the GIS map and the floodplain only crossed a sliver of the proposed development where a common area tract is being proposed. The properties to the east located within the County appeared to have floodplain boundaries on them. The applicant is confident that water issues will not be created from the proposed development given the way water currently sheds to the existing creek to the south.

Q: Traffic concerns were raised with the industrial buildings coming soon from the west and with the school directly north of existing Whitetail Run.

A: City Staff explained the road improvements to be made to 195th St. with the Governors Cost Share Grant as well as discussion with the school district that need to take place between the School District and the applicant. There have already been ideas of lighted pedestrian beacons or some way to make crossing 195th St. safer for children coming from and going to school.

Q: Residents that live on the south side of Doe Dr. expressed that they would like to have a buffer/green space between them and the proposed housing development.

A: Unfortunately, this might not be feasible given the amount of land/green space to be donated to the City of Raymore for a future park. Additionally, the previously approved Preliminary Plat for the subdivision included lots in this same area, therefore, nothing was being proposed that had not already been approved in the past. The applicant also explained how the location of existing utilities (sanitary

sewer) would make it difficult to preserve this area as open space.

Q: Some concerns were raised specifically with the requested 5' side-yard setback for the White Tail Villas area.

A: Residents felt this was too small of a setback. The current setbacks under the existing zoning is 10'. The applicant clarified that the setbacks in the other two areas of the development are proposed at 7', which is generally the average side-yard setback among other cities in the area. The applicant stated they would look at adjusting the setback in areas where it is possible.

Q: There was an overarching concern that the homes proposed to be built in the new phase would be of lesser size and value than the homes currently built in the 1st phase of White Tail Run

A: The applicant noted that the homes would be 2-4 bedroom homes consistent with the existing homes, but would be smaller footprints in size. The values of the homes were not expected to be too far below the values of the existing homes in terms of sale prices.

Excerpt from October 15, 2024 Planning and Zoning Minutes, approved November 19, 2024

a. Case #24013 - White Tail Run PUD & Preliminary Plan (*Public Hearing*)

Public hearing opened at 6:01pm.

Matt Schlicht, Engineering Solutions, came to the podium to give an overview of the request. The development is located to the southeast of the existing White Tail Run development and will consist of single-family homes with three lot types to accommodate different housing needs. Mr. Schlicht noted that the current zoning is R-1 which allows for lots with a minimum size of 100'x70' and an 8,400sq minimum. PUD allows for narrower setbacks than R-1, which in turn will allow buyers to build larger homes on the lots. The development will be divided into three phases. The developers will install a pool which was originally meant to be installed in the existing White Tail Run development, but was not built. There will be green space and parks throughout the development. Mr. Schlicht gave examples of types of homes that potentially could be built on the different lots, and noted that the development will also include a park, a clubhouse, and a playground.

Commissioner Shanks asked how the current White Tail Run subdivision will handle expanding the HOA to the new development.

City Attorney Jonathan Zerr made a note to the Commission that since the two developments are separate entities, the current White Tail Run HOA does not have jurisdiction over the potential development.

Director of Development Services David Gress gave the Staff Report, including the Staff Report, existing and surrounding zonings, past planning actions, alignment with the Comprehensive Plan, Staff comments, and findings of fact. Mr. Gress noted that the property is 185 acres, and there are 503 lots being proposed. Mr. Gress noted that the request is consistent with how PUDs have been handled in the past when requesting smaller setbacks. The School District did not voice any concerns regarding the application except with students crossing 195th Street to get to Bridle Ridge. There will be a required improvement to 195th Street to allow for safer crossing to the schools, as well as improvements to the turning lane on 195th Street. The new development will not be on City water, and the access via Dean Avenue is under construction which will allow another access to 195th Street and the development. The park requirement is 25 acres, but the Park Board requests 22 acres as park land and a fee-in-lieu to make up the remaining requirement. There will be a 10' trail at Elk Drive that will eventually extend to the north when that property gets developed. Staff recommends the Planning Commission accept the findings of fact and forward the case to the City Council with a recommendation of approval with the two conditions as included in the Staff Report.

The podium was opened for public comment.

Shawn Fuss, 1802 Archer Dr , came to the podium to give their thoughts on the case. Mr. Fuss feels that this is the last area for Raymore to expand with nice, large homes. The proposed development is not the price point the developer is forecasting, and the current zoning as R-1 is adequate, and the PUD is not needed. Mr. Fuss also noted that the White Tail Run HOA filed for a separation from the new proposed development, and feels that the new development should have a new subdivision name. Currently, White Tail Run is filled with million dollar homes, and bringing in smaller beginner homes near them is a concern.

Scott Von Behren, 917 Doe Dr., came to the podium to voice a concern about the lot sizes as well as traffic concerns. Mr. VonBraun noted the proposed styles of homes are a concern as well.

Valerie Reilly, 911 Coyote Dr., came to the podium to ask for clarification on what a PUD is, and voiced concern that a PUD would allow commercial buildings to be built if the residential homes don't work out.

Mr. Gress noted that a PUD can be used for a multitude of uses across the City, but the way this PUD was applied for does not allow for anything other than single-family residential. There is no chance that a commercial development will go on the property unless there is a case that comes back before the Commission to allow it. Mr. Zerr noted also that the development agreement outlines specifically what the currently proposed PUD covers currently and for potential future development on the property.

Steven Reilly, 911 Coyote Dr., asked why if the area is residential now does it need to move to PUD? Mr. Reilly feels there is no need to rezone the property in case the proposed development fails, and feels the property is already correctly zoned. Mr. Reilly also noted a concern about increased traffic to the area.

Public hearing ends at 6:52pm.

Mayor Turnbow asked if R-1 would restrict the building of certain types or styles of homes, and what is the benefit of the PUD.

Mr. Gress noted that the City does not limit how the homes are built stylistically. The City regulates zonings and homes must be within the requirements of those zonings. The PUD would allow flexibility in the setback requirements as well as the specification of what types of lots will be located in which area in the development.

Commissioner Shanks asked if the current White Tail Run subdivision and the proposed subdivision are unrelated though they share the same name.

Mr. Gress noted that yes, they are unrelated.

Mr. Schlicht gave an example of Creekmoor in Raymore in regards to the separation of the developments. They are all under "Creekmoor", but are separate neighborhoods inside of Creekmoor.

Mr. Gress commented on the Community For All Ages and how building different styles of homes on different types of lots allows for residents to stay in Raymore depending on their needs, and helps to bring new people to Raymore.

Commissioner Faulkner noted some changes on the MOU and the Staff Report.

Commissioner Shanks noted a change should be made to the Staff Report, and asked Mr. Schlicht to confirm that the request to change to a PUD is that different lot types are what brings potential owners in, not just home types. Commissioner Shanks also asked if there was consideration to keep the lots as close to the original R-1 as possible.

Mr. Schlicht confirmed that yes, that is correct. The only thing really changing in the PUD would be the 10' minimum side yard requirement, but having a smaller side yard is not a deterrent for potential owners. Having a smaller side yard setback simply allows for a larger home to be built, but owners are still able to build a style of home that allows them a 10' side yard setback if they would like it.

Motion by Commissioner Urquilla, seconded by Commissioner Smith to accept the Staff proposed findings of fact and forward Case #24013, White Tail Run PUD &

Preliminary Plan, to the City Council with a recommendation of approval with the 2 conditions as presented.

Vote on Motion:

Commissioner Bowie	Absent
Commissioner Shanks	Abstain
Commissioner Petermann	Absent
Commissioner Faulkner	Aye
Commissioner Fizer	Aye
Commissioner Smith	Aye
Commissioner Urquilla	Aye
Mayor Turnbow	Aye
Chairman Wiggins	Aye

Motion passed 6-0-1.



***Memorandum of Understanding
for
White Tail Run
Subdivision***

**Between Sallee Development Inc., Grantor,
and
City of Raymore, Grantee
100 Municipal Circle
Raymore, MO 64083**

December 9, 2024

MEMORANDUM OF UNDERSTANDING

White Tail Run PUD Subdivision

THIS MEMORANDUM OF UNDERSTANDING ("MOU") FOR THE DEVELOPMENT OF THE WHITE TAIL RUN SUBDIVISION is made and entered into this 9th day of December, 2024, by and between Sallee Development Inc., ("Sub-Divider") also being referred to herein as "Grantors"; and the City of Raymore, Missouri, a Municipal Corporation and Charter City under the laws of the State of Missouri ("City").

WHEREAS, Sub-Divider seeks to obtain approval from the City for a subdivision to be known as White Tail Run, proposed to be located in the City of Raymore, Cass County, Missouri; and,

WHEREAS, The purpose of a Planned Unit Development (PUD) District is to encourage the unified design of residential uses and facilities or combinations thereof in accordance with an approved comprehensive development plan; and,

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

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

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

GEOGRAPHIC LOCATION:

The provisions of this MOU shall apply to the White Tail Run PUD, described as:

A tract of land situated in Section 33, Township 46, Range 32, in Cass County, Missouri, said tract more particularly described as follows: Beginning at the North Quarter Corner of said Section 33; thence South 87 degrees 10 minutes 18 seconds East along the North line of said Section 33, a distance of 1307.99 feet; thence South 2 degrees 27 minutes 41 West, a distance 2657.77 feet; thence South 2 degrees 01 minutes 01 seconds West, a distance of 671.22 feet; thence North 86 degrees 57 minutes 18 seconds West, a distance of 593.22 feet; thence South 79 degrees 04 minutes 10 seconds West, a distance of 186.67 feet; thence North 2 degrees 16 minutes 55 seconds West, a distance of 137.28 feet; thence along a curve to the right having an initial tangent bearing of South 87 degrees 43 minutes 05 seconds West and a radius of 425.00 feet, an arc distance of 65.38 feet; thence South 6 degrees 31 minutes 58 seconds West, a distance of 140.00 feet; thence North 80 degrees 06 minutes 53 seconds West, a distance of 432.13 feet; thence South 77 degrees 13 minutes 20 seconds West, a distance of 390.93 feet; thence North 70 degrees 24 minutes 39 seconds West, a distance of 462.40 feet; thence North 19 degrees 21 minutes 59 seconds West, a distance of 246.10 feet; thence North 1 degrees 15 minutes 24 seconds East, a distance of 262.41 feet; thence North 26 degrees 19 minutes 29 seconds East, a distance of 499.14 feet; thence North 87 degrees 25 minutes 18 seconds West, a distance of 246.26 feet; thence South 2 degrees 34 minutes 42 seconds West, a distance of 162.04 feet; thence North 87

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degrees 22 minutes 04 seconds West, a distance of 360.00 feet; thence 2 degrees 34 minutes 42 seconds West, a distance of 144.42 feet; thence 87 degrees 08 minutes 02 seconds West, a distance of 365.92 feet; thence North 2 degrees 49 minutes 34 seconds East, a distance of 1354.59 feet to the Southwest corner of Lot 60 of Whitetail Run Lots 1 thru 60 & Tracts A & B, a Platted Subdivision of land in the City of Raymore, Cass County, Missouri; thence South 87 degrees 10 minutes 26 seconds East, a distance of 125.00 feet; thence South 2 degrees 49 minutes 34 seconds West, a distance of 35.00 feet; thence South 87 degrees 10 minutes 26 seconds East, a distance of 551.21 feet; thence North 59 degrees 08 minutes 57 seconds East, a distance of 140.81 feet; thence North 34 degrees 09 minutes 02 seconds West, a distance of 2.12 feet; thence North 55 degrees 50 minutes 58 seconds East, a distance of 80.00 feet; thence along a curve to the right having an initial tangent bearing of North 34 degrees 09 minutes 01 seconds West and a radius of 410.00 feet, an arc distance of 201.47 feet; thence North 5 degrees 59 minutes 44 seconds West, a distance of 140.95 feet; thence along a curve to the right tangent to the preceding course and having a radius of 410.00 feet, an arc distance of 302.43 feet; thence North 36 degrees 11 minutes 49 seconds East, a distance of 217.36 feet; thence along a curve to the left tangent to the preceding course and having a radius of 490.00 feet, an arc distance of 285.38 feet; thence North 2 degrees 49 minutes 37 seconds East, a distance of 143.17 feet to a point on said North line; thence South 87 degrees 10 minutes 47 seconds East, a distance of 611.31 feet to the Point of Beginning.

Together with an Ingress/Egress Easement:

A tract of land situated in Section 33, Township 46, Range 32, in Cass County, Missouri, the centerline of which being more particularly described as follows:

Commencing at the Southeast corner of Lot 53 of Whitetail Run Lots 1 thru 60 & Tracts A & B, a Platted Subdivision of land in the City of Raymore, Cass County, Missouri; thence North 34 degrees 09 minutes 02 seconds West, a distance of 2.12 feet; thence North 55 degrees 50 minutes 58 seconds East, a distance of 40.00 feet to the Point of Beginning of a centerline description for Ingress and Egress Easement being 40.00 feet on either side of the following described centerline; thence along a curve to the left having an initial tangent bearing of South 34 degrees 26 minutes 43 seconds East and a radius of 450.00 feet, an arc distance of 297.00 feet; thence along a reverse curve having a radius of 500.00 feet, an arc distance of 200.38 feet; thence South 49 degrees 17 minutes 57 seconds East, a distance of 159.96 feet; thence South 40 degrees 42 minutes 03 seconds West, a distance of 30.47 feet; thence South 67 degrees 30 minutes 31 seconds West, a distance of 652.27 feet; thence South 2 degrees 34 minutes 42 seconds West, a distance of 463.85 feet to the Point of Termination.

PRELIMINARY DEVELOPMENT PLAN

1. Sub-Divider intends to develop the entire property as a master-planned single-family residential subdivision in the manner shown on the Preliminary Development Plan, attached and incorporated herein as **Exhibit A**.

2. Zoning and Land Use

- a. The zoning for the entire property shall be "PUD" Planned Unit Development District.

b. Land Use

1. Detached Single-Family Dwellings as defined by Section 485.010 of the Unified Development Code, shall be permitted on all lots, subject to compliance with any special conditions.
2. Accessory uses, including swimming pools, community clubhouses, playgrounds or other passive/active recreation

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items shall be permitted within common or open space areas.

3. Maximum Allowable Density

- a. Overall density of the subdivision shall be monitored. The subdivision shall not exceed 503 lots in total, and the density of the subdivision shall not exceed 2.71 dwelling units per acre.
- b. The Planning and Zoning Commission shall monitor maintenance of the overall density, may permit in each unit deviations from the number of dwelling units per acre established for the entire planned development, provided such deviation will be adjusted for in other sections of the development so that the number of dwelling units per acre authorized for the entire planned development is not increased.

4. Bulk and Dimensional Standards Table:

The following bulk and dimensional standards are established for each lot in the development:

	White Tail Run	White Tail Villas	White Tail Summit
Lots and Overall Density			
Lots	130	193	175
Dwellings per Acre	2.6	3.4	3.27
Minimum Lot Area			
Per Lot	9,360 sq.ft	8,190 sq.ft	9,100 sq.ft
Minimum Lot Width	72 ft.	63 ft.	70 ft.
Minimum Lot Depth	130 ft.	130 ft.	130 ft.
Yard and Setbacks			
Front Yard	30 ft.	25 ft.	25 ft.
Rear Yard	25 ft.	20 ft.	25 ft.
Side Yard (interior)	7 ft.	5 ft.	7 ft.

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Side Yard (exterior, corner)	15 ft.	10 ft.	15 ft.
Maximum Building Height	35 ft.	35 ft.	35 ft.
Maximum Building Coverage	35% of lot area	45% of lot area	40% of lot area

5. Building Types and Architectural Elevations

- a. The Preliminary Development Plan is being approved with at least five varied building types and architectural elevations, to be constructed of durable and quality exterior Hardie board siding, or similar.
- b. Building elevations consistent with those submitted with the Preliminary Development Plan shall also be submitted with an application for final plat, and building construction plans submitted with all building permits shall be architecturally consistent.

6. Landscaping & Screening

- a. Elk Drive is identified as a Greenway on the City's Transportation Master Plan, and street trees must be planted at a rate of one (1) tree for every fifty (50) linear feet along the street. All trees shall be planted and established prior to the acceptance of any public improvements for the phase in which they are located.
- b. A tree preservation plan or easement shall be required along the eastern property line abutting Cass County, MO, and for phases abutting the parkland areas. Trees along the eastern property line or the parkland areas shall not be disturbed during grading or construction activities. Any application for a final plat containing lots abutting the east property line or the parkland areas shall include a tree preservation plan.
- c. The Sub-divider is responsible for surveying and platting the parkland area(s) for dedication to the City. No trees shall be disturbed within the parkland area.
- d. Pursuant to Section 445.030(I)(4) of the Unified Development Code, Landscaped buffer strips, including berms, canopy trees, understory trees, or approved combinations, shall be provided in a common area tract or landscaping easement along 195th Street at the time of a final plat. All buffers shall be planted and

established prior to the acceptance of any public improvements, and shall be maintained at all times.

	Option A	Option B
Buffer strip width	30 feet	20 feet
Canopy trees	1 deciduous shade tree every 60 feet	1 deciduous shade tree or 2 evergreens every 60 feet
Understory trees	Allowed, not required	3 ornamental and 1 evergreen tree every 100 feet
Large flowering shrubs	4 clustered every 150 feet	4 every 30 feet
Berm	Allowed, not required	Allowed, not required

- b. One tree must be planted along street frontages between the front building line and the front lot line of each lot or dwelling unit. Said tree shall be of a size in accordance with Section 430.130 and be of a species type listed in Section 430.090(A).

On lots with two street frontages, one site tree is required per frontage for a total of two trees. Required site trees must be installed on an individual lot prior to issuance of a certificate of occupancy.

5. **Parking**

- a. Off-street Parking shall be provided for each lot as follows:

Use	Minimum Parking Spaces Required
Single Family Dwelling, Detached	2 spaces per dwelling unit
Private Recreation Facilities (pool, clubhouse etc...)	1 space per 4,000 square feet of building area dedicated to recreational use

PHASING SCHEDULE

1. The phasing plan for the White Tail Run PUD is included as part of the Preliminary Development Plan
2. The numbering of the phases is not meant to reflect the actual order of development. However, any deviations to change the phasing

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boundaries will require the review and approval by the Planning and Zoning Commission and City Council.

FINAL DEVELOPMENT PLAN

1. Each final plat must comply with the bulk and dimensional standards included in this MOU.
2. All required landscaping buffers, common area tracts, or amenity areas shall be accompanied by a landscaping plan.
3. Final plats shall be submitted in accordance with Section 470.130 of the Unified Development Code.

HOMEOWNERS ASSOCIATION

1. The Sub-Divider agrees that, with the first final plat application, action shall be taken to establish a master homeowners' association. All lot building restrictions, covenants, and other associated conditions attached to the White Tail Run PUD shall apply. The Sub-Divider and/or the homeowner's association shall be responsible for the ongoing upkeep and maintenance of any privately owned common grounds, structures, signs, etc., as outlined in the association documents and any other specific development improvements noted as their responsibility.
2. The Sub-Divider and their successors are solely responsible for maintaining any and all private open space and any associated facilities.

TRANSPORTATION IMPROVEMENTS

1. Road Improvements

- a. **195 Street** - 195th Street is classified as a Minor Arterial on the Transportation Master Plan, which requires 80-100 feet of right-of-way, depending on required improvements.
 - i. An eastbound deceleration lane shall be constructed at the eastern access street to 195th Street. A westbound left turn lane into this access street shall also be constructed.
 - ii. The Sub-Divider agrees to dedicate the required right-of-way to support the future improvements to 195th Street at the time of final plat.

- b. **Elk Drive** - Elk Drive shall be platted with a 80' right-of-way, and shall be constructed as a Minor Collector Greenway.
- c. All other roads within the subdivision shall be constructed as local roads with a fifty-foot (50') right-of-way.
- d. The internal roadways serving the development shall be built to City standards to be accepted by the City. Once the roadways are accepted by the City Council, the City will assume maintenance responsibilities of the roadways.

2. Pedestrian Improvements

- a. Elk Drive is a Greenway, and requires a 10' trail along the east side and north side of the road. A 5' sidewalk is required on the west side and south side of the road.
- b. A five-foot (5') sidewalk shall be constructed as part of the installation of public improvements by the Sub-Divider on the common area tracts contained within a phase.
- c. A pedestrian crosswalk shall be installed by the Subdivider at the intersection of 195th Street and Elk Drive as part of the first application for final plat. The design of the crosswalk improvements shall be acceptable by the School District and the City.

STREETLIGHT IMPROVEMENTS

- 1. Sub-Divider shall be responsible for the design and installation of street lights within the subdivision along internal roadways. Sub-Divider shall submit a street light plan for review as part of the public improvements, and such lights shall be installed and accepted by the City prior to the issuance of any building permits in the subdivision.

SANITARY SEWER IMPROVEMENTS

- 1. Sanitary sewer service shall be provided to each lot by the Sub-Divider. The line shall extend to the exterior perimeter property line of the development to provide service to adjacent properties.
- 2. All public improvements shall be installed in accordance with City standards. Before the installation of any sanitary sewer system improvements, the Sub-Divider shall have the engineering plans approved by the MoDNR and the City of Raymore.

3. If applicable, the sanitary sewer shall be of sufficient size and depth to serve the tributary area identified in the City's Comprehensive Sewer Plan.
4. All improvements must be approved by the City, constructed to City standards, and inspected by the City; and Sub-Divider agrees to dedicate easements to the City in compliance with City standards for utility easements.

WATER MAIN IMPROVEMENTS

1. The development is located within the territorial area of the Public Water Supply District No. 10 (PWSD 10), and shall be served by PWSD 10. Sub-Divider shall be responsible for extending water service utilities within the subdivision.
2. All improvements to the water service system shall comply with the requirements of the City of Raymore, PWSD 10, and the requirements of the South Metropolitan Fire Protection District.

STORMWATER IMPROVEMENTS

Specific storm water management plans will be required with each application for final plat, demonstrating compliance with the approved White Tail Run Storm Water Study. All specific storm water management plans shall comply with the city's current design standards for stormwater management.

1. On-site stormwater management shall be completed in accordance with the stormwater management study approved as part of the Preliminary Development Plan.
2. A final stormwater management plan is required to be submitted at the time public infrastructure construction plans are submitted for all the land area contained within the final plat.
3. Stormwater management infrastructure shall be installed and operational prior to the issuance of a Certificate of Occupancy for any applicable or affected building.
4. Storm Water Quality BMPs shall be incorporated into the stormwater management plan in accordance with Chapter 450 of the Unified Development Code.

5. A Stormwater Maintenance Agreement shall be submitted addressing the perpetual maintenance of all stormwater management infrastructure.

OPEN SPACE AND AMENITIES

1. Common open space and subdivision amenities shall be provided in accordance with the approved Preliminary Development Plan. The following amenities are provided in the Preliminary Development Plan:
 - a. neighborhood pool and clubhouse
 - b. common open space tracts
 - c. trails within park area or common area tracts
2. Common open space shall be provided for at the time of a final plat for the subdivision. Trail improvements on common area tracts shall be constructed at the time public improvements are constructed

COMMON AREAS, OPEN SPACE & MAINTENANCE

1. Common area tracts or open space shall be provided in accordance with the Preliminary Development Plan.
2. All privately owned open space, common area, or amenity area shall be constructed and maintained by the Sub-Divider, or a homeowners association.

SIGNAGE

1. Subdivision entrance signs are permitted for the development in accordance with Chapter 435 of the Unified Development Code.

FLOODPLAIN

1. No portion of any platted lot shall encroach into the Federal Emergency Management Agency (FEMA) floodplain or the 100-year flood elevation for areas not identified as special flood hazard areas. Common area tracts are allowed to encroach into the floodplain.
2. No land disturbance activities or removal of any trees shall occur within the floodplain area except for:
 - a. work to install the necessary outlet structures for the stormwater detention facilities; or
 - b. work necessary for implementation of any stream enhancements required for the development.
3. Construction fencing or a similar barrier shall be installed to discourage

construction equipment and activity from occurring within the floodplain area and to provide protection for existing tree canopy.

PARKLAND DEDICATION

Section 445.040 of the Unified Development Code dictates that *"It shall be a condition of Preliminary Development Plan and final plat approval of a subdivision, PUD (Planned Unit Developments) or other residential property improvement that each subdivider, developer or owner will be required to make, at the discretion of the Raymore Parks and Recreation Board either (a) a land donation; (b) Cash in lieu of land donation; or (c) a combination of both".*

1. The Parks and Recreation Board has determined that a combination of land dedication and fee-in-lieu is the most appropriate method of satisfying the requirements of this section.
 - a. The total land dedication requirement is 22 acres, and includes 2 tracts of land that shall be dedicated simultaneously.
 - b. The total Cash in lieu of land donation for the subdivision is \$61,789.50, which equates to \$122.84 per dwelling unit.
2. The Sub-Divider shall be responsible for providing the survey and plat dedication of the parkland tracts, and shall be dedicated with the first final plat application.
3. Payment of the Parkland Dedication Fee in Lieu shall be paid in accordance with Section 445.040(H) of the Unified Development Code. Credits for any pedestrian or park improvements intended for future public use may be granted credit against the Parkland Dedication Fee in Lieu, at the discretion of the The Parks and Recreation Board.

INSTALLATION AND MAINTENANCE OF PUBLIC IMPROVEMENTS

1. Before the installation of any public improvements for a Platted Area, Sub-Divider shall have all engineering plans approved by the City of Raymore.
2. Prior to the issuance of any building permits, Sub-Divider shall install all public improvements necessary to serve the applicable building as shown on approved engineering plans, and said improvements shall have been accepted by the Raymore City Council
3. The City shall maintain exclusive control over the use of its public streets, and reserves the right pursuant to Section 340.320 of Raymore City Code, with the review and approval of public improvement plans and issuance of a construction permit, to

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determine access restrictions and establish construction routes, if determined necessary by the Public Works Director.

4. The Sub-Divider shall be responsible for the installation and maintenance of all improvements as shown on the approved engineering plans of the subdivision for a period of two years after acceptance by the City, in accordance with the City specifications and policies. Said plans shall be on file with the City and shall reflect the development of said subdivision. Said plans shall include but are not exclusive to sanitary sewer system, storm drainage system and channel improvements, erosion control, MBF elevations and water distribution systems.
5. The Sub-Divider shall be responsible for the installation of all improvements in accordance with the approved engineering plans. The Sub-Divider hereby agrees to indemnify and hold harmless the City and its past, present and future employees, officers and agents from any and all claims arising from the construction of the improvements located on Sub-Divider's property or from the City's inspection or lack of inspection of the plans, specifications and construction relating to the improvements to be placed on the Sub-Divider's property. Sub-Divider hereby agrees to pay to the City all damages, costs and reasonable attorney's fees incurred by the City and its employees, officers and agents in defending said claims.

FEES, BONDS AND INSURANCE

1. The Sub-Divider agrees to pay to the City a one percent (1%) Plan Review Fee and five percent (5%) Construction Inspection Fee based on the contract development costs of all public improvements as shown on approved engineering plans of said subdivision at such time that a final plat application is filed for the subdivision. The City Engineer shall review and determine the reasonableness of all costs, as presented.
2. The Sub-Divider agrees to pay the cost of providing streetlights in accordance with the approved street light plan. Once streetlights are accepted by the City as part of infrastructure acceptance the City will assume maintenance responsibility for the lights.
3. The Sub-Divider agrees to pay to the City a \$9 per acre fee for the placement and maintenance of outdoor warning sirens.
4. Per Ordinance #20004, the license (excise) tax for building contractors will be charged at the time of building permits at the applicable rate at the time each building permit application is approved.

White Tail Run PUD Subdivision
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 Sub-Divider must comply and does not in any way constitute prior approval of any future proposal for development.
2. The covenants contained herein shall run with the land described in this agreement and shall be binding and inure to the benefit of the parties hereto and their successors or assigns and on any future and subsequent purchasers of the property.
3. This agreement shall constitute the complete agreement between the parties and any modification hereof shall be in writing, subject to the approval of the parties.
4. If, at any time, any part hereof has been breached by Sub-Divider, the City may withhold approval of any or all building permits, or suspend or revoke any issued permits, applied for in the development, until the breach or breaches has or have been cured to the satisfaction of the City.
5. This agreement shall be recorded by the City and its covenants shall run with the land and shall bind the parties, their successors and assigns, in interest and title.
6. Any provision of this agreement which is not enforceable according to law will be severed heretofore and the remaining provisions shall be enforced to the fullest extent permitted by law. The terms of this agreement shall be construed and interpreted according to the laws of the State of Missouri. Venue for any dispute arising from, or interpretation of this agreement shall be in the Circuit Court of Cass County, Missouri.
7. The undersigned represent that they each have the authority and capacity from the respective parties to execute this Agreement. This Agreement shall not be effective until approved by the City Council of the City of Raymore, Missouri.
8. Whenever in this agreement it shall be required or permitted that notice or demand be given or served by either party to this agreement to or on the other party, such notice or demand shall be delivered personally or mailed by First Class United States mail to the addresses hereinafter set forth. Such notice or demand shall be deemed timely

given when delivered personally or when deposited in the mail in accordance with the above.

If to the City, at:

City Manager
100 Municipal Circle
Raymore, MO 64083

If to Grantor at:

Salle Development
ADDRESS
CITY, STATE, ZIP

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

White Tail Run PUD Subdivision
Memorandum of Understanding

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(SEAL)

THE CITY OF RAYMORE, MISSOURI

Jim Feuerborn, City Manager

Attest:

Erica Hill, City Clerk

Sub-Divider – Signature

Printed Name

Sub-Divider – Signature

Printed Name

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

Stamp:

Notary Public: _____ My Commission Expires: _____

EXHIBIT A

Preliminary Development Plan

White Tail Run PUD Subdivision *Memorandum of Understanding*

15



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: 11/25/2024
SUBMITTED BY: Trent Salsbury DEPARTMENT: Engineering
ITEM CATEGORY: Ordinance

TITLE / ISSUE / REQUEST

Award of Contract - 2024 Inflow & Infiltration Project

STRATEGIC PLAN GOAL / STRATEGY

2.2.3 Value & protect natural resources and green spaces

FINANCIAL IMPACT

Award To: Kissick Construction Co., Inc.
Amount of Request/Contract: \$76,000
Amount Budgeted: \$147,514
Funding Source/Account: Fund 54

PROJECT TIMELINE

Estimated Start Date
12/9/2024

Estimated End Date
1/27/2025

STAFF RECOMMENDATION:

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Bill 3927
2. Contract

BACKGROUND / JUSTIFICATION

This project is a continuation of our annual Inflow and Infiltration Reduction program to reduce groundwater entering the sanitary sewer system. This year's project will involve work in Hunters Glenn and Original Town. These areas have been identified as possible

areas of infiltration and require further investigation. Bids were received for the 2024 Inflow & Infiltration Reduction project on September 19, 2024, as follows:

Kissick Construction Co., Inc.	\$76,000
Hydro - Klean, LLC	\$76,500
Smico Services	\$198,000

Kissick Construction Co., Inc. is the lowest and best bidder in the amount of \$76,000.

BILL 3927

ORDINANCE

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH KISSICK CONSTRUCTION CO., INC. FOR THE INFLOW AND INFILTRATION REDUCTION PROJECT, CITY PROJECT NUMBER 24-459-201, IN THE AMOUNT OF \$76,000.00 AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS."

WHEREAS, the Inflow and Infiltration Reduction Project was included in the 2024 Capital Budget; and,

WHEREAS, bids for this project were received on September 19, 2024; and,

WHEREAS, Kissick Construction Co., 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 directed to enter into a contract in the amount of \$76,000 with Kissick Investigation Co., Inc. for the Inflow and Infiltration Reduction Project, attached as Exhibit A.

Section 2. The City Manager is authorized to approve change orders for this project within established budget constraints.

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

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

DULY READ THE FIRST TIME THIS 25TH DAY OF NOVEMBER, 2024.

**BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND
ADOPTED THIS 9TH DAY OF DECEMBER, 2024, BY THE FOLLOWING
VOTE:**

Councilmember Abdelgawad
Councilmember Baker
Councilmember Barber
Councilmember Burke III
Councilmember Circo
Councilmember Engert
Councilmember Holman
Councilmember Mills

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature



CITY OF RAYMORE
CONTRACT FOR SERVICES

Inflow and Infiltration Investigation

This Contract for the Inflow and Infiltration Investigation, hereafter referred to as the **Contract** is made this 9th day of December, 2024, between Kissick Construction Co., Inc., an entity organized and existing under the laws of the State of Missouri, with its principal office located at 8131 Indiana Ave, Kansas City, MO 64132, 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 December 9, 2024 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 24-459-201 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 **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 \$76,000.00

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

The City Manager has the authority for change orders.

ARTICLE IV CONTRACT PAYMENTS

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

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

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

Payment shall be made upon receipt of invoices presented in duplicate as outlined in Appendix B. For any payment of \$100,000.00 or greater, the City of Raymore will not issue payment by check and shall utilize a wire payment process. A wire transfer form will be provided to you as needed.

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

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

ARTICLE V INSURANCE REQUIREMENTS

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

ARTICLE VI DAMAGES/DELAYS/DEFECTS

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

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

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

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

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

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

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

ARTICLE VII RESPONSIBILITIES

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

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

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

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

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

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

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

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

Contract is subject to the State of Missouri Prevailing Wage Laws (Cass County Annual Wage 31) if the project is over \$75,000. The contractor shall include the provisions of this clause in all subcontracts for work to be performed by subcontractors under this contract so that provisions of this clause are binding upon subcontractors.

ARTICLE VIII CANCELLATION AND/OR TERMINATION OF AGREEMENT

With Cause – If Contractor fails to perform his duties as specified in this contract, the City through its appointed representative, shall notify the Contractor to correct

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

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

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

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

ARTICLE IX ARBITRATION

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

ARTICLE X WARRANTY

Contractor warrants that all workmanship shall be of good quality, in conformance with bid specifications and guarantee all materials, equipment furnished, and work performed for a period of two (2) years from the date of substantial completion as noted in the 2019 City of Raymore "Standard Contract Documents and Technical Specification & Design Criteria for Utility and Street Construction."

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

ARTICLE XI REQUIRED SAFETY TRAINING

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

ARTICLE XII
NOTICE OF PENALTIES FOR FAILURE
TO PROVIDE SAFETY TRAINING

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

ARTICLE XIII
AFFIDAVIT of WORK AUTHORIZATION

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

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

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

ARTICLE XIV
ENTIRE AGREEMENT

The parties agree that this constitutes the entire agreement and there are no further items or provisions, either oral or otherwise. Buyer agrees that it has not relied upon any representations of the 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.

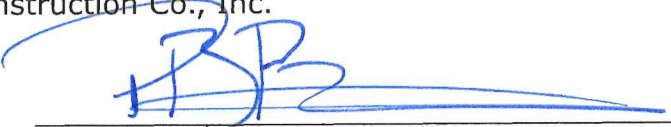
THE CITY OF RAYMORE, MISSOURI

By: _____
Jim Feuerborn, City Manager

Attest: _____
Erica Hill, City Clerk

(CITY SEAL)

Kissick Construction Co., Inc.

By:  _____
Pete Browne

Title: _____
President

Attest:  _____

(SEAL)

APPENDIX A
SCOPE OF SERVICES AND SPECIAL PROVISIONS

Inflow and Infiltration Investigation

ANTICIPATED SCOPE OF SERVICES:

Digital TV inspection of 8 inch sewer main to investigate Inflow and Infiltration, offset joints and blockages.

SPECIAL PROVISIONS

1. **SPECIFICATIONS WHICH APPLY**

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

2. **PROJECT AWARD**

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

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

3. **PROJECT COMPLETION AND SCHEDULE**

It is expected that the Award of Contract shall be issued by the end of December 2024.

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

Contractor shall complete work within 90 calendar days of execution of the Notice to Proceed.

4. ENGINEER

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

5. GENERAL CONDITIONS

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

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

6. MEASUREMENT AND PAYMENT

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

Mobilization, Bonds, and Insurance: Mobilization, Bonds and Insurance will be considered a lump sum item for payment.

CCTV Video: CCTV Video of Sewer shall be measured and paid for at the unit price per linear foot. The cost for this item shall include all equipment, labor, cleaning and materials required for the video recording in a digital format of 8 inch gravity sewer lines. The cost for this item shall also include delivering 2 copies of this recording to the Owner.

7. ADDITIONAL INFORMATION

7.1 Project is tax exempt.

CITY OF RAYMORE, MISSOURI
RFP # 24-459-201

Appendix B
General Terms and Conditions

A. Procedures

The extent and character of the services to be performed by the Contractor shall be subject to the general control and approval of the Public Works Director or their authorized representative(s) in consultation with the Finance Director. The Contractor shall not comply with requests and/or orders issued by an unauthorized individual. The Public Works Director will designate their authorized representatives in writing. Both the City of Raymore and the Contractor must approve any changes to the contract in writing.

B. Contract Period

Award of this contract is anticipated prior to the end of December, 2024.

C. Insurance

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

1. General Liability

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

Minimum Limits - General Liability:

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

2. Excess/Umbrella Liability

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

3. Automobile Liability

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

Minimum Limits - Automobile Liability:

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

4. Workers' Compensation

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

D. *Hold Harmless Clause*

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

E. *Exemption from Taxes*

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

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

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

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

Contractor agrees to pay all employees involved in this contract the required wages as listed in the prevailing Wage Order 31 for Cass County, Missouri, USA.

G. *Invoicing and Payment*

The Contractor shall submit invoices, in duplicate, for services outlined above in the scope of services. Certified payroll shall be submitted with each pay request or invoice. For any payment of \$100,000.00 or greater, the City of Raymore will not issue payment by check and shall utilize a wire payment process. A wire transfer form will be provided to you as needed.

Invoices shall be based on the following schedule:

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

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

H. *Cancellation*

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

I. *Contractual Disputes*

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

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

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

J. *Severability*

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

K. *Applicable Laws*

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

L. *Drug/Crime Free Work Place*

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

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

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

M. *Inspection*

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

N. *No Escalation of Fees*

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

O. *Safety Training*

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

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

The contract resulting from this solicitation is subject to the State of Missouri Prevailing Wage Law (Cass County Wage Order 31). The Contractor shall include the provisions of this clause in all subcontracts for work to be performed by subcontractors under this contract so that provisions of this clause are binding upon subcontractors.

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

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

Q. *Permits/Certificates*

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

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

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

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

R. *Mobilization, Bonds and Insurance*

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

Payment shall be made on the following schedule.

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

S. *Bid Bond*

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

T. *Performance Bond*

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

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

U. Payment Bond

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

V. Maintenance Bond

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

W. Rejection of Bids

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

X. Release of Information

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

Y. American Products

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

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

Z. Affidavit of Work Authorization and Documentation

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

* submitting the attached AFFIDAVIT OF WORK AUTHORIZATION and

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

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

PROPOSAL FORM A

RFP 24-459-201

PROPOSAL VALIDITY AND COMMITMENT TO SIGN AGREEMENTS

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

FIRM NAME: Kissick Construction Co., INC.

ADDRESS: 8131 Indiana Ave
Street

ADDRESS: Kansas City MO 64132
City State Zip

PHONE: 816-363-5530

E-MAIL: smoore@kissickco.com

DATE: 09/18/2024
(Month-Day-Year)


Sr. Project Manager
Signature of Officer/Title

DATE: _____
(Month-Day-Year)

Signature of Officer/Title

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

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

PROPOSAL FORM B

RFP 24-459-201

CONTRACTOR DISCLOSURES

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

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

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

9. Has the Firm or its owners, officers, directors or managers been the subject of any criminal indictment or criminal investigation concerning any aspect of the Firm's business? Yes ____ No X
10. Has the Firm been the subject to any bankruptcy proceeding? Yes ____ No X

Legal Matters

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

_____ Yes X 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 X 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 the same.

1. The Firm will possess all applicable professional and business licenses required for performing work in Raymore, Missouri.
2. The Firm satisfies all bonding and insurance requirements as stipulated in the solicitation for this project.
3. The Firm and all subcontractors that are employed or that may be employed in the execution of the Contract Work shall be in full compliance with the City of Raymore requirements for Workers' Compensation Insurance.
4. If awarded the Contract Work, the Firm represents that it will not exceed its current bonding limitations when the Contract Work is combined with the total aggregate amount of all unfinished work for which the Contractor is responsible.
5. The Firm represents that it has no conflicts of interest with the City of Raymore if awarded the Contract Work, and that any potential conflicts of interest that may arise in the future will be disclosed immediately to the City.
6. The Firm represents the prices offered and other information submitted in connection with its proposal for the Contract Work was arrived at independently without consultation, communication, or agreement with any other offeror or competitor.

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

PROPOSAL FORM C

RFP 24-459-201

EXPERIENCE / REFERENCES

To be eligible to respond to this RFP, every bidder must be in business for a minimum of one (1) year 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, not including the City of Raymore.

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

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

COMPANY NAME	City of Belton, Missouri
ADDRESS	506 Main St. Belton, MO 64012
CONTACT PERSON	Greg Rokos
CONTACT EMAIL	grokos@belton.org
TELEPHONE NUMBER	816-331-4331
PROJECT, AMOUNT AND DATE COMPLETED	2022 Sewer Main Rehabilitation / \$845,557.50 / 03-20-2023

COMPANY NAME	Municipal Pipe Tool Co., LLC.
ADDRESS	515 Fifth St. Hudson, IA 50642
CONTACT PERSON	Sharon Waschkat
CONTACT EMAIL	sharonm@municipipe.com
TELEPHONE NUMBER	319-988-4205
PROJECT, AMOUNT AND DATE COMPLETED	Omaha On-Call CIPP / \$618,300.00 / 08-23-2022

COMPANY NAME	City of Kansas City, Missouri
ADDRESS	414 E. 12th St. Kansas City, MO 64106
CONTACT PERSON	Reza Zonnooz
CONTACT EMAIL	reza.zonnooz@kcmo.org
TELEPHONE NUMBER	816-803-8595
PROJECT, AMOUNT AND DATE COMPLETED	KC Street Car Ph II WMR & Sewer Rehab / \$23,394,515.12 / 10-19-2023

COMPANY NAME	Missouri American Water
ADDRESS	3524 S. Leonard Rd. St. Joseph, MO 64503
CONTACT PERSON	Mike Voltz
CONTACT EMAIL	Michael.voltz@amwater.com
TELEPHONE NUMBER	816-558-5507
PROJECT, AMOUNT AND DATE COMPLETED	Marr Dr. - Warrensburg / \$2,305,326.09 / 05-10-2024

COMPANY NAME	Water District No. 1 of Johnson County, KS
ADDRESS	10747 Renner Blvd. Lenexa, KS 66219
CONTACT PERSON	Eric Maassen
CONTACT EMAIL	emaassen@waterone.org
TELEPHONE NUMBER	913-895-5719
PROJECT, AMOUNT AND DATE COMPLETED	30" Transmission Main Replacement & 12" Distribution Main Replacement Quivira Rd / \$5,055,897.00 / 07-30-2024

State the number of Years in Business: 30

State the current number of personnel on staff: 417

PROPOSAL FORM D

RFP 24-459-201

Proposal of Kissick Construction Co., INC., organized and
(Company Name)
existing under the laws of the State of Kansas, doing business
as Kissick Construction Co., INC. (*) 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. 24-459-201 – Inflow and Infiltration Investigation.

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. 24-459-201**Inflow and Infiltration Investigation****Base Bid**

Bid Items	Units	Estimated Quantities	\$/Units	Total
Mobilization, Bonds and Insurance - not to exceed 5%	EA	1	\$3,500.00	\$3,500.00
CCTV Video	LF	25,000	\$2.90	\$72,500.00
				\$
				\$
TOTAL BASE BID				\$76,000.00

Company Name Kissick Construction Co., INC.

Total Base Bid for Project Number: 24-459-201

\$ 76,000.00

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

(\$Seventy-Six Thousand Dollars and Zero Cents **)**

In the blank above write out the sum of the bid.

**BID PROPOSAL FORM E – RFP 24-459-201
CONTINUED**

Company Name Kissick Construction Co., INC.

By 
Authorized Person's Signature

Spencer Moore - Sr. Project Manager
Print or type name and title of signer

ADDENDA

Bidder acknowledges receipt of the following addendum:

Addendum No. 1

Addendum No. _____

Company Address 8131 Indiana Ave.

Addendum No. _____

Kansas City, MO 64132

Addendum No. _____

Addendum No. _____

Phone 816-363-5530

Addendum No. _____

Fax 816-523-1557

Email smoore@kissickco.com

Date 09/18/2024

LATE BIDS CANNOT BE ACCEPTED!

CITY OF RAYMORE

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



ADDENDUM NO. 1

Inflow and Infiltration Investigation
Project #24-459-201

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

Addendum No. 1 - Questions and Clarification

1. Question: Who is responsible for traffic control?

Response: The Contractor

2. Question: Who is responsible for disposal? If the City of Raymore is responsible for disposal of sanitary sewer debris collected, where can the contractor take this material?

Response: The Contractor

3. Question: Who is responsible for the water source? If the contractor is responsible for water for the jet/vacuum truck equipment, can we obtain a fire hydrant permit from the City of Raymore?

Response: The contractor is responsible for the jet/vacuum equipment and will have to obtain a hydrant meter from the City (\$2500 deposit). The City will supply the water and its source.

4. Question: Is pipe segment cleaning an incidental of the inspection/televising price?

Response: Yes

5. Question: What is the property access for work to be completed off-road/easement areas? There is a concern regarding possible property damage, especially near pond areas.

Response: There is an easement and access for the off road work. However, the map showing work near the pond is incorrect. Attached find the corrected map.

6. Question: What is considered routine or normal cleaning?

Response: Routine cleaning is up to three passes. Anything more would be considered heavy cleaning and should be brought to the City's attention for additional compensation.

7. Clarification: Revised map. See attached.

Any other questions regarding this proposal shall be submitted to Kim Quade, CPPB by email at kquade@raymore.com or by phone at (816) 892-3045. There will be no questions allowed after September 13, 2024 at 12:00 p.m.

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

Company Name: Kissick Construction Co., INC.

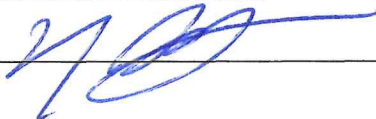
By: Spencer Moore

Title: Sr. Project Manager

Address: 8131 Indiana Ave.

City, State, Zip: Kansas City, MO 64132

Date: 09/18/2024 Phone: 816-363-5530

Signature of Bidder: 

ADDENDUM MUST BE SUBMITTED WITH BID



The City makes no warranty of any kind, expressed or implied, regarding fitness of the information shown for a particular use.

Published: 9/10/2024
1 in = 155.05 ft

E - VERIFY AFFIDAVIT

(As required by Section 285.530,RSMo)

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

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

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

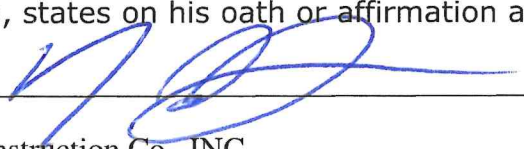
KNOWINGLY: A person acts knowingly or with knowledge,

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

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

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

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

Name/Contractor: 

Company: Kissick Construction Co., INC.

Address: 8131 Indiana Ave. Kansas City, MO 64132

- 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 # 24-459-201.
- 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.

Kissick Construction Co., INC.

Company Name


Signature

Name: Spencer Moore

Title: Sr. Project Manager

STATE OF Missouri COUNTY OF Jackson

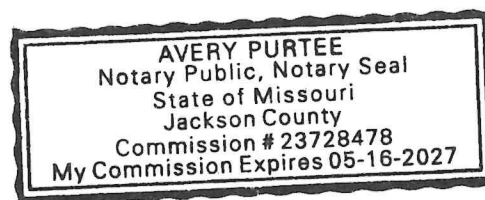
Subscribed and sworn to before me this 18th day of September, 2024.

Notary Public: 

My Commission Expires: 05/16/2027 Commission # 23728478

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

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





Company ID Number: 37339

Approved by:

Employer KISSICK CONSTRUCTION CO., INC.	
Name (Please Type or Print)	Title
Signature	Date
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 12/14/2006



Company ID Number: 37339

Information Required for the E-Verify Program

Information relating to your Company:

Company Name	KISSICK CONSTRUCTION CO., INC.
Company Facility Address	8131 INDIANA AVENUE KANSAS CITY, MO 64132
Company Alternate Address	
County or Parish	JACKSON
Employer Identification Number	431684835
North American Industry Classification Systems Code	237
Parent Company	
Number of Employees	100 to 499
Number of Sites Verified for	1 site(s)



X



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: 11/25/2024

SUBMITTED BY: David Gress

DEPARTMENT: Development Services

ITEM CATEGORY: Ordinance

TITLE / ISSUE / REQUEST

Cunningham 4th Final Plat

STRATEGIC PLAN GOAL / STRATEGY

3.2.4 Provide quality, diverse housing options that meet the needs of our current and future community

FINANCIAL IMPACT

Award To:

Amount of Request/Contract:

Amount Budgeted:

Funding Source/Account:

PROJECT TIMELINE

Estimated Start Date

Estimated End Date

STAFF RECOMMENDATION:

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission: Planning and Zoning Commission

Date: October 15, 2024

Action/Vote: 7-0, approval

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Bill 3928
2. Final Plat Staff Report
3. Final Plat Drawing
4. Development Agreement
5. Site Photographs

BACKGROUND / JUSTIFICATION

Cooper Land Development is requesting approval of the 4th phase of the Cunningham at Creekmoor subdivision, located south of 155th Street and west of N. Madison Street. This phase of development includes 40 single family lots. At their October 15, 2024, meeting, the Planning and Zoning Commission voted 7-0 to recommend approval of the request to the City Council.

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, APPROVING THE CUNNINGHAM AT CREEKMOOR 4TH FINAL PLAT, LOTS 87 THRU 127 AND TRACT I, A SUBDIVISION OF LAND LOCATED IN THE NORTHEAST 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, has held a meeting to approve the dedication to the public use of any street or ground shown upon the plat; and,

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

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

Section 1. The City Council 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 4th Plat is hereby approved for the tract of land described below:

PART OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 46 NORTH, RANGE 32 WEST, RAYMORE, CASS COUNTY, MISSOURI, MORE PARTICULARLY DESCRIBED BY BRYAN F. HILL, PLS 2008016658, AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 4; THENCE SOUTH 02°29'41" WEST ALONG THE EAST LINE OF SAID NORTHEAST QUARTER, 658.62 FEET TO THE NORTHEAST CORNER OF CUNNINGHAM AT CREEKMOOR - SECOND PLAT, A SUBDIVISION IN SAID CITY, COUNTY AND STATE; THENCE NORTH 87°30'19" WEST, ALONG THE NORTH LINE OF SAID SUBDIVISION, 75.00 FEET, TO THE NORTHEAST CORNER OF LOT 3 OF SAID SUBDIVISION; THENCE NORTH 63°33'54" WEST, ALONG THE NORTH LINE OF LOTS 2 AND 3 OF SAID SUBDIVISION, 235.21 FEET TO THE NORTHWEST CORNER OF SAID LOT 2, AND THE POINT OF BEGINNING; THENCE NORTH 30°41'19" WEST, 119.87 FEET; THENCE NORTH 69°17'54" WEST, 240.25 FEET; THENCE NORTH 55°19'35" WEST, 159.27 FEET; THENCE SOUTH 78°32'39" WEST, 83.43 FEET; THENCE NORTH 89°16'25" WEST, 105.53 FEET; THENCE SOUTH 65°03'21" WEST, 95.47 FEET; THENCE SOUTH 84°34'06" WEST, 88.71 FEET; THENCE NORTH 82°16'52" WEST, 75.04 FEET; THENCE SOUTH 8°46'30" WEST, 140.12 FEET; THENCE NORTH 81°13'30" WEST, 48.80 FEET; THENCE SOUTH 8°46'30" WEST, 50.00 FEET; THENCE SOUTHEASTERLY, ALONG A CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 23.56 FEET, A RADIUS OF 15.00 FEET, A CHORD BEARING OF SOUTH 36°13'30" EAST, AND A CHORD LENGTH OF 21.21 FEET; THENCE SOUTH 8°46'30" WEST, 12.26 FEET; THENCE SOUTHWESTERLY, ALONG A CURVE TO THE RIGHT, HAVING AN ARC LENGTH OF 66.87 FEET, A RADIUS OF 175.00 FEET, A CHORD BEARING OF SOUTH 19°43'19" WEST, AND A CHORD LENGTH OF 66.46 FEET; THENCE NORTH 73°59'14" WEST, 154.07 FEET; THENCE SOUTH 20°05'37" WEST, 58.28 FEET; THENCE NORTH 85°08'06" WEST, 61.90 FEET; THENCE SOUTH 71°17'37" WEST, 145.05 FEET; THENCE SOUTH 34°45'37" WEST, 120.24 FEET; THENCE SOUTH 25°37'05" WEST, 214.62 FEET; THENCE SOUTH 19°34'19" WEST, 174.70 FEET; THENCE NORTH 83°02'27" EAST, 196.13 FEET; THENCE SOUTHEASTERLY, ON A CURVE TO THE LEFT, HAVING AN ARC LENGTH OF 47.41 FEET, A RADIUS OF 225.00 FEET, A CHORD BEARING OF SOUTH 12°59'42"

EAST, AND A CHORD LENGTH OF 47.32 FEET; THENCE SOUTHWESTERLY, ON A CURVE TO THE RIGHT, HAVING AN ARC LENGTH OF 21.45 FEET, A RADIUS OF 15.00 FEET, A CHORD BEARING OF SOUTH 21°56'42" WEST, AND A CHORD LENGTH OF 19.67 FEET; THENCE SOUTHWESTERLY, ON A CURVE TO THE LEFT, HAVING AN ARC LENGTH OF 4.83 FEET, A RADIUS OF 925.00 FEET, A CHORD BEARING OF SOUTH 62°46'17" WEST, AND A CHORD LENGTH OF 4.83 FEET; THENCE SOUTH 27°22'41" EAST, 50.00 FEET; THENCE EASTERLY AND SOUTHEASTERLY, ON A CURVE TO THE RIGHT, HAVING AN ARC LENGTH OF 24.26 FEET, A RADIUS OF 15.00 FEET, A CHORD BEARING OF SOUTH 71°02'43" EAST, AND A CHORD LENGTH OF 21.70 FEET; THENCE NORTH 65°17'17" EAST, OF 50.00 FEET; THENCE NORTHWESTERLY AND NORTHEASTERLY, ON A CURVE TO THE RIGHT, HAVING AN ARC LENGTH OF 24.26 FEET, A RADIUS OF 15.00 FEET, A CHORD BEARING OF NORTH 21°37'14" EAST, AND A CHORD LENGTH 21.70 FEET; THENCE NORTH 68°03'13" EAST, 92.55 FEET; THENCE SOUTH 21°56'44" EAST, 169.55 FEET; THENCE NORTH 67°31'28" EAST, 228.30 FEET, TO THE SOUTHWEST CORNER OF LOT 86, CUNNINGHAM AT CREEKMOR-THIRD PLAT, A SUBDIVISION IN SAID CITY, COUNTY AND STATE; THENCE NORTH 46°52'36" EAST, ALONG THE NORTH LINE OF SAID LOT 86, 179.27 FEET, TO THE NORTHWEST CORNER OF SAID LOT 86; THENCE NORTHWESTERLY, ON A CURVE TO THE RIGHT, HAVING AN ARC LENGTH OF 88.70 FEET, A RADIUS OF 525.00 FEET, A CHORD BEARING OF NORTH 28°14'14" WEST, AND A CHORD LENGTH OF 88.59 FEET; THENCE NORTHWESTERLY, ON A CURVE TO THE LEFT, HAVING AN ARC LENGTH OF 23.19 FEET, A RADIUS OF 15.00 FEET, A CHORD BEARING OF NORTH 67°40'27" WEST, AND A CHORD LENGTH OF 20.94 FEET; THENCE NORTH 21°56'44" EAST, 50.00 FEET; THENCE NORTH 68°03'19" EAST, 213.05 FEET TO THE SOUTHWEST CORNER OF LOT 46 OF SAID CUNNINGHAM AT CREEKMOR-THIRD PLAT; THENCE NORTH 21°56'44" WEST, ALONG THE WEST LINE OF SAID LOT 46, 181.62 FEET, TO THE NORTHWEST CORNER THEREOF; THENCE NORTH 61°13'36" EAST, ALONG THE NORTH LINE OF SAID LOT 46, 80.57 FEET, TO THE NORTHEAST CORNER THEREOF; THENCE NORTH 83°07'57" EAST, ALONG THE NORTH LINE OF LOTS 45 THROUGH 43 OF SAID CUNNINGHAM AT CREEKMOR-THIRD PLAT, 248.56 FEET, TO THE NORTHEAST CORNER OF SAID LOT 43; THENCE SOUTH 21°56'44" EAST, 126.54 FEET ALONG THE EAST LINE OF SAID LOT 43; THENCE NORTH 68°03'16" EAST, 136.38 FEET; THENCE NORTHEASTERLY AND NORTHWESTERLY, ON A CURVE TO THE LEFT, HAVING AN ARC LENGTH OF 23.06 FEET, A RADIUS OF 15.00 FEET, A CHORD BEARING OF NORTH 24°00'34" EAST, AND A CHORD LENGTH OF 20.86 FEET; THENCE NORTHWESTERLY, ON A CURVE TO THE LEFT, HAVING AN ARC LENGTH OF 26.46 FEET, A RADIUS OF 275.00 FEET, A CHORD BEARING OF NORTH 22°47'33" WEST, A CHORD LENGTH OF 26.45 FEET; THENCE NORTH 64°27'02" EAST, 50.00 FEET; THENCE SOUTHEASTERLY, ON A CURVE TO THE RIGHT, HAVING AN ARC LENGTH OF 42.38 FEET, A RADIUS OF 325.00 FEET, A CHORD BEARING OF SOUTH 21°48'49" EAST, AND A CHORD LENGTH OF 42.35 FEET; THENCE SOUTHEASTERLY, ON A CURVE TO THE LEFT, HAVING AN ARC LENGTH OF 19.08 FEET, A RADIUS OF 15.00 FEET, A CHORD BEARING OF SOUTH 54°30'54" EAST, A CHORD LENGTH OF 17.82 FEET; THENCE SOUTHEASTERLY, ON A CURVE TO THE RIGHT, HAVING AN ARC LENGTH OF 62.59 FEET, A RADIUS OF 200.00 FEET, A CHORD BEARING OF SOUTH 81°59'11" EAST, AND A CHORD LENGTH OF 62.34 FEET; THENCE NORTH 27°59'36" EAST, 152.51 FEET TO THE POINT OF BEGINNING CONTAINING 673087.86 SQUARE FEET OR 15.45 ACRES, MORE OR LESS.

Section 3. Development Agreement. The Development Agreement between the City of Raymore, Missouri, and Cooper Land Development is approved and the City Manager is directed to execute said agreement on behalf of the City of Raymore, Missouri.

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 25TH DAY OF NOVEMBER, 2024.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 9TH DAY OF DECEMBER, 2024, BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Baker
Councilmember Barber
Councilmember Burke III
Councilmember Circo
Councilmember Engert
Councilmember Holman
Councilmember Mills

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature

CUNNINGHAM AT CREEKMOOR 4TH FINAL PLAT

APPLICANT -

Property Owner: Cooper Land Development
Engineering/Arch. Firm: Atlas Land Consulting

PROJECT LOCATION

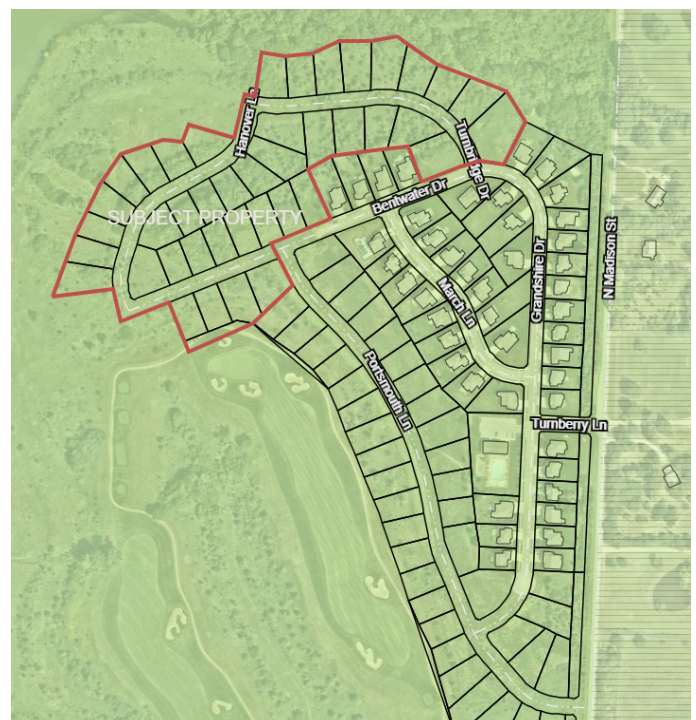
Bentwater Drive &
Portsmouth Lane

REQUESTED ACTION

Final Plat Approval

PROJECT NARRATIVE

An application was filed requesting final plat approval of the 4th phase of the Cunningham subdivision, a 40 lot phase located in the northwest corner of the Creekmoor PUD, east of N. Madison Street.



ZONING AND LAND USE SUMMARY -

EXISTING ZONING

"PUD" Planned Unit Development

SURROUNDING ZONING & LAND USE

North: PUD, County Line Road/155th Street
South: PUD, Golf Course, Undeveloped Creekmoor
East: RE Rural Estate, Large Lot Residential
West: PUD, Golf Course, Undeveloped Creekmoor

TOTAL TRACT
SIZE

NUMBER OF
LOTS

DENSITY

15.34 ac

40

2.61 du/ac

PAST PLANNING ACTIONS -

- The Preliminary Plan and Memorandum of Understanding (MOU) for Creekmoor were approved by the City Council on January 26, 2004.
- The Cunningham at Creekmoor 1st Plat was approved by the City on August 25, 2008. It was subsequently vacated on July 10, 2017 prior to revising the overall layout of the Cunningham subdivision.
- The Cunningham at Creekmoor 2nd Plat was approved by the City Council on July 10, 2017. It contained 36 lots and 2 common tracts
- The site plan for the community pool was approved by the Planning Commission on October 3, 2017.
- The Cunningham at Creekmoor 3rd Plat was approved by the City on February 25, 2019. It contained 40 lots and 6 common tracts.

DEVELOPMENT STANDARDS -

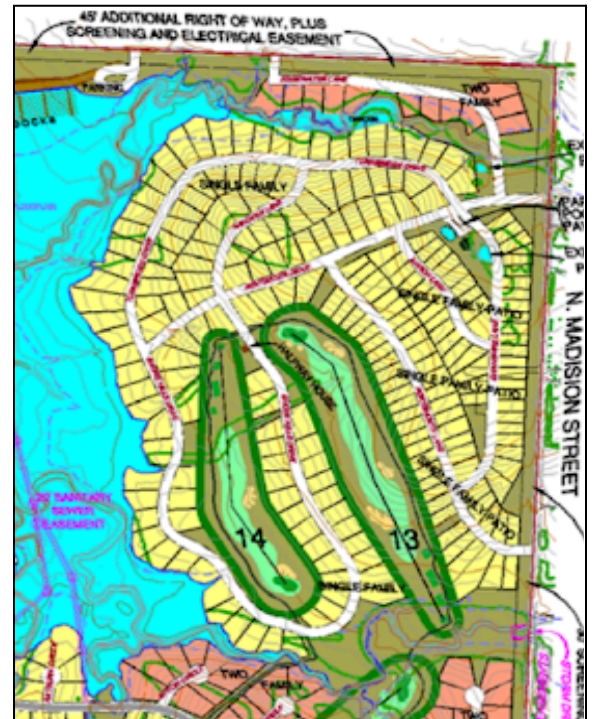
The Bulk and Dimensional Standards for the existing and proposed zoning districts are as follows:

DIMENSIONAL STANDARD	MINIMUM REQUIREMENT
Lot Size	8,400 sq. ft.
Lot Size per Dwelling Unit	8,400 sq. ft.
Lot Width x Lot Depth	70 ft. x 100 ft.
Front-Yard Setback	25 ft.
Rear-Yard Setback	25 ft.
Side-Yard Setback (interior)	7 ½ ft.
Side-Yard Setback (exterior)	20 ft.
Building Height	35 ft.
Building Coverage	30%

STAFF COMMENTS -

PLANNING AND ZONING -

- The proposed layout is generally consistent with the preliminary development plan for this area of Creekmoor. 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 Grandshire Lane. Bentwater Drive is now a local road that does not connect to N. Madison.



PUBLIC WORKS & ENGINEERING -

- Grading of the subject property may commence prior to the approval of the final plat application, including the construction of public utilities, so long as the plans are approved by the Public Works Director.
- Staff is proposing to restrict driveway access on Lots 98 and 110 (corner lots) to Bentwater Drive only to prevent issues with sight distance for vehicles backing onto either Turnbridge Drive or Hanover Lane.

ALIGNMENT WITH GROWTH MANAGEMENT PLAN -

Growth Management Plan - The Future Land Use Plan Map designates this property as appropriate for low-density residential development.

Major Street Plan - North Madison Street, which provides access into the Cunningham subdivision is classified as a Major Collector. All other roads within the subdivision are classified as local roads.

FINDINGS OF FACT -

Under Section 470.130 of the Unified Development Code, the Planning and Zoning Commission and City Council are directed concerning its actions in the deliberation of a final plat request, in 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 proposed final plat, including street names and road alignments are substantially the same as the approved preliminary plat. Bentwater Drive has been slightly modified in this area compared to the preliminary development plan, but was established as an acceptable deviation as part of the approval of the 2nd and 3rd plats.

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

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.

PROJECT REVIEW SCHEDULE

COUNCIL, COMMISSION OR BOARD	ACTION	DATE
Planning and Zoning Commission	Review & Recommendation	October 15, 2024
City Council	Review & Approval/Denial	November 25, 2024 December 9, 2024

STAFF RECOMMENDATIONS -

Staff recommends that the Planning and Zoning Commission accept the proposed findings of fact and forward Case No. 24019 Cunningham at Creekmoor 4th Final Plat to the City Council with a recommendation of approval.

The recommendation for approval is subject to the following conditions:

- The final plat shall be signed and recorded with the Cass County Recorder of Deeds within one year of City Council approval or the approval of the plat shall be considered null and void.
- The Development Agreement for the Cunningham at Creekmoor 4th final plat shall be signed and recorded with the Cass County Recorder of Deeds, and all applicable fees paid, within one year of the City Council approval or the agreement shall be considered null and void.

PLANNING AND ZONING COMMISSION
10/15/2024 -

The Planning and Zoning Commission, at their October 15, 2024 meeting, voted 7-0 to accept the staff proposed findings of fact and forward Case No. 24019 Cunningham at Creekmoor 4th Final Plat to the City Council with a recommendation of approval, subject to the conditions as outlined by City staff.

PROJECT ATTACHMENTS -

1. Final Plat Drawings
2. Development Agreement

DEVELOPER:
COOPER LAND DEVELOPMENT, INC.
903 NORTH 47TH STREET, SUITE 101
ROGERS, ARKANSAS 72756

ENGINEER:
ATLAS LAND CONSULTING LLC
14500 PARALLEL RD UNIT R
BASEHOR, KS 66007

CUNNINGHAM AT CREEKMOOR- 4TH PLAT

LOTS 87 THROUGH 127 AND TRACT I

A SUBDIVISION IN RAYMORE, CASS COUNTY, MISSOURI, SECTION 4, TOWNSHIP 46 N, RANGE 32W

TOTAL AREA

LOTTED AREA	12.780 ACRES
COMMON PROPERTY	0.159 ACRES
STREETS	2.51 ACRES

TOTAL	15.449 ACRES
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LENGTH OF RECORDED STREETS

50' RIGHT OF WAY WIDTH	2258.3 LINEAL FEET
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NOTES CONSTITUTING A PART OF THIS PLAT TO BE READ IN CONNECTION WITH THE PLAT AND ALL PROPERTY REFLECTED THEREON

PLAT DEDICATION:

COOPER LAND DEVELOPMENT, INC. ("DEVELOPER") IS OWNER OF ALL REAL ESTATE REFLECTED UPON THIS PLAT AND HAS CAUSED THE SAME TO BE SUBDIVIDED IN THE MANNER SHOWN ON THE PLAT. THE PLAT IS FILED FOR RECORD AND RECORDED SUBJECT TO THE FOLLOWING PROVISIONS, AND THE SUBDIVISION SHALL BE HEREAFTER KNOWN AS:

"CUNNINGHAM AT CREEKMOOR - FOURTH PLAT - LOTS 88 THROUGH 127 AND TRACT I"

COVENANTS AND RESTRICTIONS:

AT 1:44 O'CLOCK P.M. ON SEPTEMBER 8, 2004, THE DEVELOPER, JOINED BY THE CREEKMOOR PROPERTY OWNERS ASSOCIATION, INC., A MISSOURI NOT-FOR-PROFIT CORPORATION (THE "ASSOCIATION"), 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 ("DCR") WITH PROTECTIVE COVENANTS ATTACHED THERETO AS EXHIBIT 1 AND FORMING A PART OF SAID DCR ("PROTECTIVE COVENANTS"), WHICH DCR WAS DATED AUGUST 24, 2004 AND THERE RECORDED IN BOOK 2493 AT PAGE 70 ET SEQ. AND WHICH PROTECTIVE COVENANTS WERE AMENDED BY THAT AMENDMENT TO PROTECTIVE COVENANTS FOR CREEKMOOR, A PLANNED UNIT DEVELOPMENT, CASS COUNTY, MISSOURI ("PROTECTIVE COVENANTS AMENDMENT") RECORDED ON OCTOBER 3, 2006 IN DEED BOOK 02883, PAGE 0157 AT FILE NUMBER 369902 IN THE OFFICE OF THE RECORDER OF DEEDS IN AND FOR CASS COUNTY, MISSOURI; AND WHICH DCR WAS AMENDED BY THE FIRST AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR CREEKMOOR PLANNED UNIT DEVELOPMENT, CITY OF RAYMORE, CASS COUNTY, MISSOURI, DATED AUGUST 19, 2016 AND FILED FOR RECORD ON AUGUST 24, 2016 IN THE OFFICE OF THE RECORDER OF DEEDS IN AND FOR CASS COUNTY, MISSOURI, AND IS THERE RECORDED IN DEED BOOK 4038, PAGE 141 ("FIRST AMENDMENT TO DCR") (THE DCR, PROTECTIVE COVENANTS, PROTECTIVE COVENANTS AMENDMENT AND FIRST AMENDMENT TO DCR ARE HERINAFTER COLLECTIVELY REFERRED TO AS THE "DECLARATION"). THIS PLAT IS FILED CONTEMPORANEOUSLY WITH THE FILING OF A SUPPLEMENTAL DECLARATION OF COVENANTS AND RESTRICTIONS, EXECUTED BY THE DEVELOPER, WHICH HAS THE EFFECT OF BRINGING THE LANDS REFLECTED UPON THE PLAT WITHIN THE PROVISIONS OF THE DECLARATION AFORESAID. THE DECLARATION AND THE SUPPLEMENTAL DECLARATION IN THEIR ENTIRETIES ARE BY REFERENCE MADE A PART OF THIS PLAT. THE PROVISIONS OF THE DECLARATIONS AFORESAID SHALL CONTROL AS TO THIS PLAT EXCEPT ONLY AS TO THE PROVISIONS HEREIN CONTAINED.

STREET DEDICATION:

STREETS SHOWN HEREON AND NOT HERETOFORE DEDICATED FOR PUBLIC USE AS THOROUGHFARES ARE HEREBY DEDICATED.

EASEMENT DEDICATION:

AN EASEMENT IS HEREBY GRANTED TO THE CITY OF RAYMORE, MISSOURI, TO CREEKMOOR PROPERTY OWNERS ASSOCIATION, INC., AND TO COOPER LAND DEVELOPMENT, INC. TO LOCATE, CONSTRUCT, OPERATE, AND MAINTAIN OR TO AUTHORIZE THE LOCATION, CONSTRUCTION, OPERATION AND MAINTENANCE OF POLES, WIRES, ANCHORS, PIPES, CONDUITS, TRANSFORMERS, PEDESTALS, AND/OR STRUCTURES FOR WATER, GAS, ELECTRICITY, STORM SEWER, SANITARY SEWER, 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/OR DESIGNATED ON THIS PLAT AS "UTILITY EASEMENT" OR "U/E" AND/OR TRACT I. WHERE AN EASEMENT IS DESIGNATED FOR A PARTICULAR PURPOSE, I.E., "DRAINAGE EASEMENT" OR "D/E", THE USE THEREOF SHALL BE LIMITED TO THAT PURPOSE ONLY. ALL OF THE ABOVE EASEMENTS SHALL BE KEPT FREE FROM ANY AND ALL OBSTRUCTION WHICH WOULD INTERFERE WITH THE CONSTRUCTION OR RECONSTRUCTION AND PROPER, SAFE AND CONTINUOUS MAINTENANCE OF THE AFORESAID USES AND SPECIFICALLY THERE SHALL NOT BE BUILT THEREON OR THEREOVER 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 FILL 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 APPURTENANCES THERETO WITHOUT THE WRITTEN APPROVAL OF THE CITY ENGINEER.

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 THERETO. 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.

UTILITY AND DRAINAGE EASEMENTS ARE RESERVED BY THE DEVELOPER UPON ALL PROPERTY COVERED BY THE PLAT PURSUANT TO ARTICLE XII OF THE DECLARATION AFORESAID UNLESS SPECIFICALLY DESIGNATED OTHERWISE ON THE PLAT OR IN THE NOTES.

COMMON PROPERTY:

THE COMMON PROPERTIES REFLECTED UPON THIS PLAT (TRACT I) ARE FOR THE COMMON USE AND ENJOYMENT OF THE OWNERS OF LOTS REFLECTED UPON THIS PLAT AS WELL AS THE OWNERS OF ALL PROPERTIES AS SO DEFINED IN THE DECLARATION AFORESAID 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 SET FORTH IN THE DECLARATION AFORESAID.

RESERVED PROPERTIES:

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

SIDEWALKS:

THE OWNER OF ANY UNDEVELOPED LOT WITHIN THE SUBDIVISION PHASE SHALL BE REQUIRED TO CONSTRUCT A SIDEWALK ON THAT LOT WHEN:

- (a) 66% OR MORE OF THE LOTS ON THE SAME SIDE OF THE STREET IN THE SAME BLOCK ALREADY HAVE A SIDEWALK; AND
(b) IT HAS BEEN 3 YEARS FROM THE DATE THE FIRST CERTIFICATE OF OCCUPANCY WAS ISSUED IN THE SUBDIVISION PHASE THAT CONTAINS THE UNDEVELOPED LOT.

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 AFORESAID 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.

GOLF CART EASEMENT DEDICATION:

AN EASEMENT FOR PUBLIC USE FOR A GOLF CART PATH AND WALKWAY IS HEREBY DEDICATED OVER THAT PART OF LOT 89 AND LOT 90 LABELED "7.5' GOLF CART EASEMENT."

NOTICE OF NON-APPLICABILITY:

DEVELOPER EXECUTED ON AUGUST 24, 2004, A SUPPLEMENTAL DECLARATION OF COVENANTS AND RESTRICTIONS FOR THE WESTBROOK VILLAS AT CREEKMOOR LOTS 1 THRU 24 CREEKMOOR PLANNED UNIT DEVELOPMENT, WHICH SUPPLEMENTAL DECLARATION WAS FILED FOR RECORD AT 2:12 P.M. ON SEPTEMBER 8, 2004 IN THE OFFICE OF THE RECORDER OF DEEDS IN AND FOR CASS COUNTY, MISSOURI, IS THERE RECORDED IN DEED BOOK 2493, PAGE 72 ET SEQ. AND THEREBY CREATED THE WESTBROOK VILLAS AT CREEKMOOR AREA, SAID SUPPLEMENTAL DECLARATION IS HERINAFTER REFERRED TO AS THE ("WESTBROOK VILLAS SUPPLEMENTAL DECLARATION"). SAID WESTBROOK VILLAS SUPPLEMENTAL DECLARATION WAS FILED CONTEMPORANEOUSLY WITH THE FILING OF A PLAT OF "WESTBROOK VILLAS AT CREEKMOOR LOTS 1 THRU 24" ON SEPTEMBER 8, 2004 IN THE OFFICE OF THE RECORDER OF DEEDS IN AND FOR CASS COUNTY, MISSOURI IN BOOK 18 AT PAGE 89. IT IS EXPRESSLY NOTED THAT NEITHER THE TERMS NOR CONDITIONS OF THE WESTBROOK VILLAS SUPPLEMENTAL DECLARATION NOR THE WESTBROOK VILLAS AT CREEKMOOR LOTS 1 THRU 24 APPLY TO THE CUNNINGHAM AT CREEKMOOR - FOURTH PLAT - LOTS 88 THROUGH 127 AND TRACT I OR TO THE SUPPLEMENTAL DECLARATION FOR CUNNINGHAM AT CREEKMOOR - FOURTH PLAT - LOTS 88 THROUGH 127 AND TRACT I.

LOW PRESSURE GRINDER PUMP SEWAGE SYSTEM:

THE CREEKMOOR PLANNED UNIT DEVELOPMENT ("DEVELOPMENT") WILL BE SERVED BY A CENTRAL SEWER SYSTEM. THE CENTRAL SEWAGE DISPOSAL SYSTEM IN THE DEVELOPMENT WILL EMPLOY BOTH A GRAVITY FLOW METHOD AND A LOW PRESSURE GRINDER PUMP METHOD OF SEWAGE COLLECTION AND TRANSMISSION.

THE SERVING OF ANY LOT IN THE DEVELOPMENT BY THE LOW PRESSURE GRINDER PUMP SEWAGE SYSTEM REQUIRES INSTALLATION BY THE ASSOCIATION OF A PUMP TANK, GRINDER PUMP, AND ASSOCIATED PLUMBING AND ELECTRICAL HARDWARE (COLLECTIVELY REFERRED TO AS THE "GRINDER SYSTEM") ON THE APPLICABLE LOT AT THE TIME OF INITIAL RESIDENCE CONSTRUCTION.

IN CONNECTION THEREWITH THE APPLICABLE LOT OWNER ("OWNER") OR BUILDER MUST, AT SUCH OWNER'S OR BUILDER'S EXPENSE: (AA) PROVIDE A SOURCE OF ELECTRICITY FROM THE RESIDENCE WIRING TO OUTSIDE THE MAIN WALL OF THE RESIDENCE WHERE THE PUMP INSTALLER MAY CONNECT ELECTRICITY TO THE GRINDER PUMP WIRING; AND (BB) EXTEND THE PLUMBING OF THE RESIDENCE OUTSIDE THE MAIN WALL OF THE RESIDENCE FOR CONNECTION TO THE PUMP TANK PROVIDED BY THE ASSOCIATION. THE COSTS OF SUCH INITIAL INSTALLATIONS INCURRED BY THE ASSOCIATION SHALL BE BORNE BY ALL CREEKMOOR OWNERS THROUGH GENERAL ASSESSMENTS LEVIED BY THE ASSOCIATION UNLESS AND UNTIL THE BOARD OF DIRECTORS OF THE ASSOCIATION ("BOARD") SHALL, BY RESOLUTION, OTHERWISE ELECT ANOTHER METHOD OR METHODS TO FUND SUCH COSTS.

THE OWNER UPON WHOSE LOT THE GRINDER SYSTEM IS INSTALLED WILL OWN THE GRINDER SYSTEM, ONCE INSTALLED, AND AS INSTALLED SUCH GRINDER SYSTEMS SHALL NOT CONSTITUTE COMMON PROPERTY.

THE ASSOCIATION SHALL THEREAFTER BE RESPONSIBLE, ON BEHALF OF BOTH THE ASSOCIATION AND THE APPLICABLE OWNER, FOR MAINTENANCE OF THE GRINDER SYSTEM ONCE INSTALLED AND SHALL THEREAFTER MAINTAIN, REPAIR AND, IF NECESSARY, REPLACE, UTILIZING IN DOING SO ANY INSTALLATION OR EQUIPMENT WARRANTIES WHICH MAY EXIST, THE GRINDER SYSTEM, ALL OF WHICH SHALL OCCUR AT THE EXPENSE OF THE APPLICABLE OWNER. THE ASSOCIATION SHALL PAY, ON AN INITIAL BASIS AND ON BEHALF OF THE APPLICABLE OWNER, ALL COSTS OF THE GRINDER SYSTEMS MAINTENANCE, REPAIR AND, IF NECESSARY, REPLACEMENT, AND MAY ASSESS ALL SUCH COSTS TO THE OWNER AS A SPECIFIC ASSESSMENT OR, IN THE BOARD'S DISCRETION AND AS THE BOARD DEEMS APPROPRIATE, OTHERWISE COLLECT SUCH COSTS FROM THE APPLICABLE OWNER BY ANY OTHER METHOD THE BOARD MAY DETERMINE.

PROMPT AND FULL REIMBURSEMENT OF THE ASSOCIATION, PURSUANT TO SUCH ASSESSMENT OR OTHER METHOD OF COLLECTION, OF ALL COSTS OF GRINDER SYSTEM MAINTENANCE, REPAIR AND REPLACEMENT UPON A LOT SHALL BE THE APPLICABLE OWNER'S INDIVIDUAL RESPONSIBILITY AND SOLE EXPENSE. SUCH OWNER'S FAILURE TO REIMBURSE THE ASSOCIATION, TIMELY AND FULLY, FOR ALL SUCH COSTS INCURRED SHALL FURTHER GIVE THE ASSOCIATION THE RIGHT TO FILE A LIEN OR LIENS UPON THE APPLICABLE LOT OR LOTS IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE DECLARATION AND/OR TO PURSUE ANY OTHER LEGAL AND EQUITABLE REMEDY AVAILABLE UNDER APPLICABLE LAW.

THE ASSOCIATION AND ITS DESIGNATED AGENTS OR EMPLOYEES SHALL HAVE THE RIGHT TO ENTER UPON ANY LOT OR OTHER PARCEL OF LAND TO PERFORM THOSE ACTS NECESSARY FOR THE INSTALLATION, OPERATION, INSPECTION, REPAIR, MAINTENANCE, AND REPLACEMENT OF THE ON-LOT GRINDER SYSTEMS.

NOTE: ALL OF THE LOTS ON THIS PLAT ARE TO BE SERVED BY A LOW PRESSURE GRINDER SYSTEM.



FINAL PLAT 2 OF 2

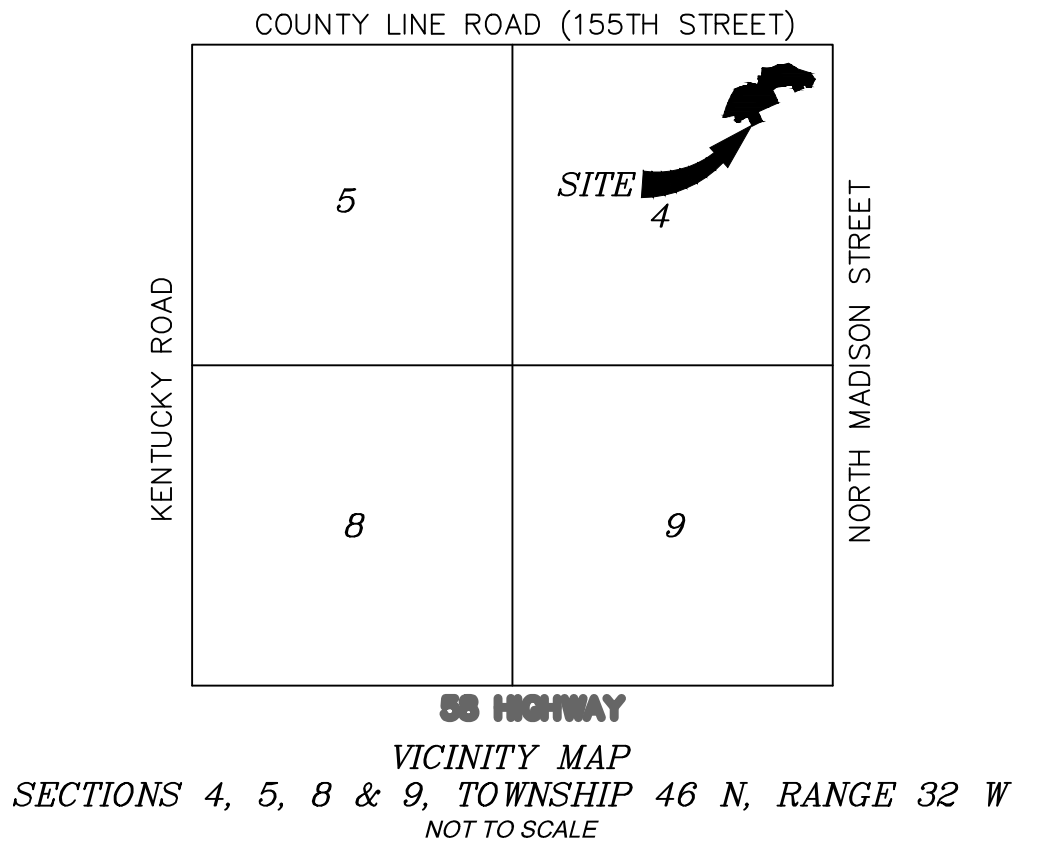
LEGEND

- △ DENOTES FOUND SECTION CORNER
○ DENOTES SET 1/2" REBAR ALC KS CLS 363 MO CLS 2022014231
● DENOTES PROPERTY CORNER UNLESS NOTED OTHERWISE
S/L SETBACK LINE
U/E UTILITY EASEMENT
(M) MEASURED
(D) DEEDED
(P) PLATTED
(C) CALCULATED

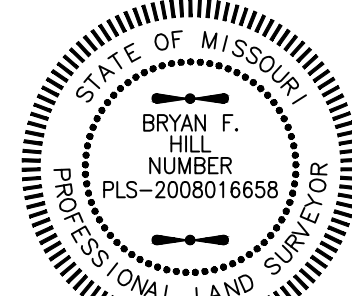
GENERAL NOTES

- THE FOLLOWING STANDARD MONUMENTATION WILL BE SET UPON COMPLETION OF CONSTRUCTION ACTIVITIES WITH THIS PLAT OR WITHIN 12 MONTHS OF RECORDING OF THIS PLAT, WHICHEVER IS EARLIER.
SEMI-PERMANENT MONUMENTS:
1/2" IRON BAR WITH PLASTIC CAP STAMPED "KS CLS 363 MOCLS2022014231" SET AT CORNERS MARKED "O" ON THIS PLAT.
CURB NOTCHES:
CURBS ARE NOTCHED AT THE PROLONGATION OF THE INTERIOR SIDES OF LOT LINES.
- THE BEARINGS SHOWN ON THIS PLAT ARE BASED UPON THE "MISSOURI COORDINATE SYSTEM OF 1983", WEST ZONE, AT JACKSON COUNTY CONTROL MONUMENT JA-75 (1989 ADJUSTMENT) USING A GRID FACTOR OF 0.9998985.
- THE PROPERTY SHOWN HEREON IS LOCATED IN ZONE "X" (UNSHADED), AREAS DETERMINED TO BE OUTSIDE THE .2% ANNUAL CHANCE OF FLOODPLAIN, AS SHOWN ON THE FLOOD INSURANCE RATE MAPS NO. 29037C0028F, REVISED JANUARY 2, 2013 AND NO.29037C0029F, REVISED JANUARY 2, 2013 AND FURTHER REVISED BY THE LOMAR-F ON AUGUST 23, 2017; CASE NO. 17-07-1638A.
- ALL DISTANCES SHOWN HEREON ARE IN FEET
- MO ONE-CALL WAS NOT CALLED ON THIS SURVEY
- CLOSURE PRECISION: 1 PART IN 6507001.429
- THE OWNER OF ANY UNDEVELOPED LOT WITHIN THE SUBDIVISION OR SUBDIVISION PHASE SHALL BE REQUIRED TO CONSTRUCT A SIDEWALK ON THAT LOT WHEN:
(A) SIXTY-SIX PERCENT (66%) OR MORE OF THE LOTS ON THE SAME SIDE OF THE STREET IN THE SAME BLOCK ALREADY HAVE A SIDEWALK; AND
(B) IT HAS BEEN THREE (3) YEARS FROM THE DATE THE FIRST CERTIFICATE OF OCCUPANCY WAS ISSUED IN THE SUBDIVISION OR SUBDIVISION PHASE THAT CONTAINS THE UNDEVELOPED LOT.

VICINITY MAP



I DECLARE THAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF, THIS PLAT AND SURVEY MEETS THE CURRENT "MISSOURI STANDARDS FOR PROPERTY BOUNDARY SURVEYS" (20 CSR 2030-16).



BRIAN F. HILL PLS 2008016658

JOB NO:24-292

SCALE



SEC-TWN-RNG

04-46N-32W

PREPARED FOR

COOPER LAND DEVELOPMENT INC.

ADDRESS:
RAYMORE, CASS COUNTY,
MISSOURI

DATE

AUGUST 14, 2024

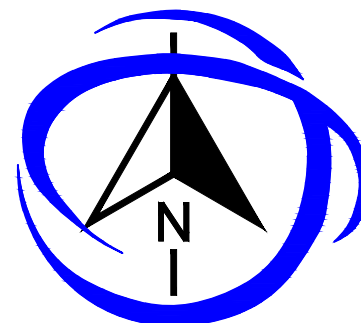
DEVELOPER:
COOPER LAND DEVELOPMENT, INC.
903 NORTH 47TH STREET, SUITE 101
ROGERS, ARKANSAS 72756

ENGINEER:
ATLAS LAND CONSULTING LLC
14500 PARALLEL RD UNIT R
BASEHOR, KS 66007

CUNNINGHAM AT CREEKMOOR- 4TH PLAT

LOTS 87 THROUGH 127 AND TRACT I

A SUBDIVISION IN RAYMORE, CASS COUNTY, MISSOURI, SECTION 4, TOWNSHIP 46 N, RANGE 32W



ALC
ATLAS LAND CONSULTING

SURVEYING | CIVIL ENGINEERING | DRONE | CAD
atlasklandconsulting.com
14500 Parallel Road, Unit R, Basehor KS 66007

FINAL PLAT 1 OF 2

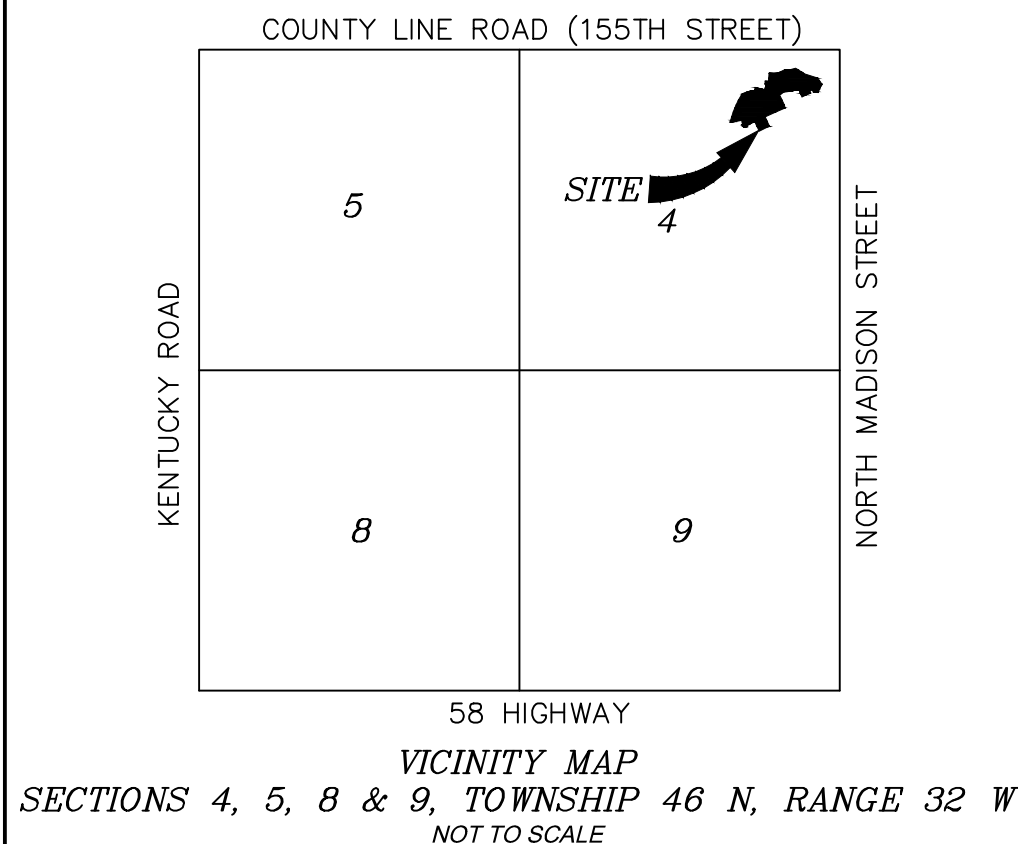
LEGEND

- △ DENOTES FOUND SECTION CORNER
○ DENOTES SET 1/2" REBAR ALC KS CLS 363 MO CLS 2022014231
● DENOTES FOUND 1/2" REBAR CAP CLS 97 UNLESS NOTED OTHERWISE
S/L SETBACK LINE
U/E UTILITY EASEMENT
(M) MEASURED
(D) DEEDED
(P) PLATTED
(C) CALCULATED

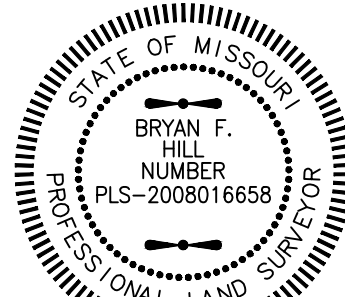
GENERAL NOTES

- THE FOLLOWING STANDARD MONUMENTATION WILL BE SET UPON COMPLETION OF CONSTRUCTION ACTIVITIES WITH THIS PLAT OR WITHIN 12 MONTHS OF RECORDING OF THIS PLAT, WHICHEVER IS EARLIER.
SEMI-PERMANENT MONUMENTS:
1/2" IRON BAR WITH PLASTIC CAP STAMPED "KS CLS 363 MO CLS 2022014231" SET AT CORNERS MARKED "X" ON THIS PLAT.
CURB NOTCHES:
CURBS ARE NOTCHED AT THE PROLONGATION OF THE INTERIOR SIDES OF LOT LINES.
- THE BEARINGS SHOWN ON THIS PLAT ARE BASED UPON THE "MISSOURI COORDINATE SYSTEM OF 1983". WEST ZONE, AT JACKSON COUNTY CONTROL MONUMENT JA-75 (1989 ADJUSTMENT) USING A GRID FACTOR OF 0.999885.
- THE PROPERTY SHOWN HEREON IS LOCATED IN ZONE "X" (UNSHADED), AREAS DETERMINED TO BE OUTSIDE THE 2% ANNUAL CHANCE OF FLOODPLAIN, AS SHOWN ON THE FLOOD INSURANCE RATE MAPS NO. 29037C0000F, REVISED JANUARY 2, 2013 AND NO. 29037C0002F, REVISED JANUARY 2, 2013 AND FURTHER REVISED BY THE LOMAR-F ON AUGUST 23, 2017, CASE NO. 17-07-1638A.
- ALL DISTANCES SHOWN HEREON ARE IN FEET.
- NO ONE-CALL WAS NOT CALLED ON THIS SURVEY.
- CLOSURE PRECISION: 1 PART IN 6907001.429
- THE OWNER OF ANY UNDEVELOPED LOT WITHIN THE SUBDIVISION OR SUBDIVISION PHASE SHALL BE REQUIRED TO CONSTRUCT A SIDEWALK ON THAT LOT WHEN:
(A) SIXTY-SIX PERCENT (66%) OR MORE OF THE LOTS ON THE SAME SIDE OF THE STREET IN THE SAME BLOCK ALREADY HAVE A SIDEWALK; AND
(B) IT HAS BEEN THREE (3) YEARS FROM THE DATE THE FIRST CERTIFICATE OF OCCUPANCY WAS ISSUED IN THE SUBDIVISION OR SUBDIVISION PHASE THAT CONTAINS THE UNDEVELOPED LOT.

VICINITY MAP



I DECLARE THAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF, THIS PLAT AND SURVEY MEETS THE CURRENT "MISSOURI STANDARDS FOR PROPERTY BOUNDARY SURVEYS" (20 CSR 2030-16).



BRIAN F. HILL PLS 2008016658

JOB NO:24-292

SCALE

80 40 0 80
SCALE IN FEET

SEC-TWN-RNG

04-46N-32W

PREPARED FOR

COOPER LAND DEVELOPMENT INC.

ADDRESS:
RAYMORE, CASS COUNTY,
MISSOURI

DATE

AUGUST 14, 2024

Parcel Line and Curve Table				
Line #/Curve #	Arc Length	Bearing/Delta	Radius	Chord Length
C1	365.99'	N60°29'58"W	300.00'	-
L1	-	S84°33'03"W	-	276.93'
C2	99.30'	N88°20'14"W	400.00'	-
L2	-	N81°13'30"W	-	67.69'
L3	-	S08°46'30"W	-	52.26'
C3	183.09'	S35°00'02"W	200.00'	-
L4	-	S61°13'35"W	-	206.34'
C4	154.38'	S39°06'45"W	200.00'	-
L5	-	S16°59'55"W	-	101.20'
C5	151.15'	S04°03'43"E	200.00'	-
L6	-	S24°42'45"E	-	52.86'
L7	-	S68°03'14"W	-	461.76'
C6	85.33'	S65°20'18"W	900.00'	-

TOTAL AREA

LOTTED AREA 12.780 ACRES
COMMON PROPERTY 0.159 ACRES
STREETS 2.51 ACRES

TOTAL 15.449 ACRES

LENGTH OF RECORDED STREETS

50' RIGHT OF WAY WIDTH 2258.3 LINEAL FEET

Cunningham 4th		
Lot #	MINIMUM BASEMENT ELEVATION	MINIMUM LOW OPENING
87	996.51	N/A
88	990.44	N/A
89	986.09	N/A
90	981.71	N/A
91	998.30	999.29
92	999.38	1000.74
93	999.07	1002.19
94	995.68	1003.63
95	991.28	1005.08
96	987.20	1000.15
97	983.05	N/A
98	977.13	N/A
99	987.46	N/A
100	987.46	N/A
101	983.56	N/A
102	976.57	N/A
103	971.55	N/A
104	967.02	N/A
105	963.10	N/A
106	969.86	N/A
107	972.38	N/A
108	975.91	N/A
109	975.71	N/A
110	974.11	988.82
111	973.62	977.07
112	974.44	976.57
113	975.08	975.26
114	976.15	972.84
115	975.78	972.84
116	973.66	972.56
117	970.88	969.78
118	968.09	966.00
119	964.97	971.45
120	976.03	981.09
121	985.15	986.16
122	988.29	990.81
123	1018.22	992.73
124	986.44	990.41
125	982.23	986.40
126	977.86	983.35
127	974.52	979.99

RESERVED PROPERTY:
UNPLATTED AND RESERVED FOR
POSSIBLE FUTURE LAND
DEVELOPMENT

RESERVED PROPERTY:
UNPLATTED AND RESERVED FOR
POSSIBLE FUTURE LAND
DEVELOPMENT

POINT OF COMMENCEMENT
NORTHEAST CORNER OF THE
NORTHEAST QUARTER
SECTION 4, TOWNSHIP 46 NORTH
RANGE 32 WEST
FOUND COPPERWELD MONUMENT

POINT OF BEGINNING
N-973089.0913
E-2801501.0850



***Development Agreement
For
Cunningham at Creekmoor 4th Plat
Lots 87 thru 127
and Tract I***

Legal Description Contained on Pages 2-3

**Between Cooper Land Development, Inc., Grantor and
City of Raymore, Grantee
100 Municipal Circle
Raymore, MO 64083**

December 9, 2024

DEVELOPMENT AGREEMENT

THIS AGREEMENT, MADE THIS **9th day of December, 2024** 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 4th Plat** 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 4th Plat**

PART OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 46 NORTH, RANGE 32 WEST, RAYMORE, CASS COUNTY, MISSOURI, MORE PARTICULARLY DESCRIBED BY BRYAN F. HILL, PLS 2008016658, AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 4; THENCE SOUTH 02°29'41" WEST ALONG THE EAST LINE OF SAID NORTHEAST QUARTER, 658.62 FEET TO THE NORTHEAST CORNER OF CUNNINGHAM AT CREEKMOOR - SECOND PLAT, A SUBDIVISION IN SAID CITY, COUNTY AND STATE; THENCE NORTH 87°30'19" WEST, ALONG THE NORTH LINE OF SAID SUBDIVISION, 75.00 FEET, TO THE NORTHEAST CORNER OF LOT 3 OF SAID SUBDIVISION; THENCE NORTH 63°33'54" WEST, ALONG THE NORTH LINE OF LOTS 2 AND 3 OF SAID SUBDIVISION, 235.21 FEET TO THE NORTHWEST CORNER OF SAID LOT 2, AND THE POINT OF BEGINNING; THENCE NORTH 30°41'19" WEST, 119.87 FEET; THENCE NORTH 69°17'54" WEST, 240.25 FEET; THENCE NORTH 55°19'35" WEST, 159.27 FEET; THENCE SOUTH 78°32'39" WEST, 83.43 FEET; THENCE NORTH 89°16'25" WEST, 105.53 FEET; THENCE SOUTH 65°03'21" WEST, 95.47 FEET; THENCE SOUTH 84°34'06" WEST, 88.71 FEET; THENCE NORTH 82°16'52" WEST, 75.04 FEET; THENCE SOUTH 8°46'30" WEST, 140.12 FEET; THENCE NORTH 81°13'30" WEST, 48.80 FEET; THENCE SOUTH 8°46'30" WEST, 50.00 FEET; THENCE SOUTHEASTERLY, ALONG A CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 23.56 FEET, A RADIUS OF 15.00 FEET, A CHORD BEARING OF SOUTH 36°13'30" EAST, AND A CHORD LENGTH OF 21.21 FEET; THENCE SOUTH 8°46'30" WEST, 12.26 FEET; THENCE SOUTHWESTERLY, ALONG A CURVE TO THE RIGHT, HAVING AN ARC LENGTH OF 66.87 FEET, A RADIUS OF 175.00 FEET, A CHORD BEARING OF SOUTH 19°43'19" WEST, AND A CHORD LENGTH OF 66.46 FEET; THENCE NORTH 73°59'14" WEST, 154.07 FEET; THENCE SOUTH 20°05'37" WEST, 58.28 FEET; THENCE NORTH 85°08'06" WEST, 61.90 FEET; THENCE SOUTH 71°17'37" WEST, 145.05 FEET; THENCE SOUTH 34°45'37" WEST, 120.24 FEET; THENCE SOUTH 25°37'05" WEST, 214.62 FEET; THENCE SOUTH 19°34'19" WEST, 174.70 FEET; THENCE NORTH 83°02'27" EAST, 196.13 FEET; THENCE SOUTHEASTERLY, ON A CURVE TO THE LEFT, HAVING AN ARC LENGTH OF 47.41 FEET, A RADIUS OF 225.00 FEET, A CHORD BEARING OF SOUTH 12°59'42" EAST, AND A CHORD LENGTH OF 47.32 FEET; THENCE SOUTHWESTERLY, ON A CURVE TO THE RIGHT, HAVING AN ARC LENGTH OF 21.45 FEET, A RADIUS OF 15.00 FEET, A CHORD BEARING OF SOUTH 21°56'42" WEST, AND A CHORD LENGTH OF 19.67 FEET; THENCE SOUTHWESTERLY, ON A CURVE TO THE LEFT, HAVING AN ARC LENGTH OF 4.83 FEET, A RADIUS OF 925.00 FEET, A CHORD BEARING OF SOUTH 62°46'17" WEST, AND A CHORD LENGTH OF 4.83 FEET; THENCE SOUTH 27°22'41" EAST, 50.00 FEET; THENCE EASTERLY AND SOUTHEASTERLY, ON A CURVE TO THE RIGHT, HAVING AN ARC LENGTH OF 24.26 FEET, A RADIUS OF 15.00 FEET, A CHORD BEARING OF SOUTH 71°02'43" EAST, AND A CHORD LENGTH OF 21.70 FEET; THENCE NORTH 65°17'17" EAST, OF 50.00 FEET; THENCE NORTHWESTERLY AND NORTHEASTERLY, ON A CURVE TO THE RIGHT, HAVING AN ARC LENGTH OF 24.26 FEET, A RADIUS OF 15.00 FEET, A CHORD

BEARING OF NORTH 21°37'14" EAST, AND A CHORD LENGTH 21.70 FEET; THENCE NORTH 68°03'13" EAST, 92.55 FEET; THENCE SOUTH 21°56'44" EAST, 169.55 FEET; THENCE NORTH 67°31'28" EAST, 228.30 FEET, TO THE SOUTHWEST CORNER OF LOT 86, CUNNINGHAM AT CREEKMOOR-THIRD PLAT, A SUBDIVISION IN SAID CITY, COUNTY AND STATE; THENCE NORTH 46°52'36" EAST, ALONG THE NORTH LINE OF SAID LOT 86, 179.27 FEET, TO THE NORTHWEST CORNER OF SAID LOT 86; THENCE NORTHWESTERLY, ON A CURVE TO THE RIGHT, HAVING AN ARC LENGTH OF 88.70 FEET, A RADIUS OF 525.00 FEET, A CHORD BEARING OF NORTH 28°14'14" WEST, AND A CHORD LENGTH OF 88.59 FEET; THENCE NORTHWESTERLY, ON A CURVE TO THE LEFT, HAVING AN ARC LENGTH OF 23.19 FEET, A RADIUS OF 15.00 FEET, A CHORD BEARING OF NORTH 67°40'27" WEST, AND A CHORD LENGTH OF 20.94 FEET; THENCE NORTH 21°56'44" EAST, 50.00 FEET; THENCE NORTH 68°03'19" EAST, 213.05 FEET TO THE SOUTHWEST CORNER OF LOT 46 OF SAID CUNNINGHAM AT CREEKMOOR-THIRD PLAT; THENCE NORTH 21°56'44" WEST, ALONG THE WEST LINE OF SAID LOT 46, 181.62 FEET, TO THE NORTHWEST CORNER THEREOF; THENCE NORTH 61°13'36" EAST, ALONG THE NORTH LINE OF SAID LOT 46, 80.57 FEET, TO THE NORTHEAST CORNER THEREOF; THENCE NORTH 83°07'57" EAST, ALONG THE NORTH LINE OF LOTS 45 THROUGH 43 OF SAID CUNNINGHAM AT CREEKMOOR-THIRD PLAT, 248.56 FEET, TO THE NORTHEAST CORNER OF SAID LOT 43; THENCE SOUTH 21°56'44" EAST, 126.54 FEET ALONG THE EAST LINE OF SAID LOT 43; THENCE NORTH 68°03'16" EAST, 136.38 FEET; THENCE NORTHEASTERLY AND NORTHWESTERLY, ON A CURVE TO THE LEFT, HAVING AN ARC LENGTH OF 23.06 FEET, A RADIUS OF 15.00 FEET, A CHORD BEARING OF NORTH 24°00'34" EAST, AND A CHORD LENGTH OF 20.86 FEET; THENCE NORTHWESTERLY, ON A CURVE TO THE LEFT, HAVING AN ARC LENGTH OF 26.46 FEET, A RADIUS OF 275.00 FEET, A CHORD BEARING OF NORTH 22°47'33" WEST, A CHORD LENGTH OF 26.45 FEET; THENCE NORTH 64°27'02" EAST, 50.00 FEET; THENCE SOUTHEASTERLY, ON A CURVE TO THE RIGHT, HAVING AN ARC LENGTH OF 42.38 FEET, A RADIUS OF 325.00 FEET, A CHORD BEARING OF SOUTH 21°48'49" EAST, AND A CHORD LENGTH OF 42.35 FEET; THENCE SOUTHEASTERLY, ON A CURVE TO THE LEFT, HAVING AN ARC LENGTH OF 19.08 FEET, A RADIUS OF 15.00 FEET, A CHORD BEARING OF SOUTH 54°30'54" EAST, A CHORD LENGTH OF 17.82 FEET; THENCE SOUTHEASTERLY, ON A CURVE TO THE RIGHT, HAVING AN ARC LENGTH OF 62.59 FEET, A RADIUS OF 200.00 FEET, A CHORD BEARING OF SOUTH 81°59'11" EAST, AND A CHORD LENGTH OF 62.34 FEET; THENCE NORTH 27°59'36" EAST, 152.51 FEET TO THE POINT OF BEGINNING CONTAINING 673087.86 SQUARE FEET OR 15.45 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 December 2017.
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 Developer, and or their contractor or designee, shall provide the saddle for connection to the public water main. Saddles shall be brass or bronze with a stainless steel strap. All brass/bronze construction shall also be permitted.

8. The Sub-divider shall install stormwater treatment facilities (i.e. permeable pavement) in the islands in the cul-de-sac prior to City acceptance of the Improvements. The Creekmoor POA will be responsible for the maintenance of these features.

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.

FLOODPLAIN

1. No portion of any platted lot shall encroach into the Federal Emergency Management Agency (FEMA) floodplain or the 100-year flood elevation for areas not identified as special flood hazard areas. Common area

tracts are allowed to encroach into the floodplain.

2. No land disturbance activities or removal of any trees shall occur within the floodplain area except for:
 - a. work to install the necessary outlet structures for the stormwater detention facilities; or
 - b. work necessary for implementation of any stream enhancements required as part of the stream assessment for the development.
 - c. work necessary for installation of utilities.

FEES, BONDS & INSURANCE

1. The Sub-divider agrees to pay to the City a 1% Plan Review Fee and 5% Construction Inspection Fee based on the project engineer's estimate or contract development costs of all Improvements as shown on approved engineering plans of said subdivision. The City Public Works Director shall review and determine that the costs, as presented, are reasonable. A list of these fees is provided in Attachment A.
2. The Sub-divider agrees to indemnify the City with a Certificate of Insurance as required in the Unified Development Code of the City of Raymore.
3. The Sub-divider agrees to furnish performance bonds as required in the Unified Development Code of the City of Raymore.
4. Prior to acceptance of Improvements within said subdivision, Sub-divider will provide a guarantee in the form of a Maintenance Bond that is satisfactory to the City Public Works Director. This guarantee shall be based on 50% of the cost of all Improvements shown on approved engineering plans and shall be for a period of two years after acceptance by the City.
5. The Sub-divider agrees to submit a street light plan for City approval and pay the cost of providing and installing the streetlights in accordance with the approved street light plan. The required street lights shall be installed and shall be operational prior to the acceptance of the Improvements for the subdivision.
6. The Sub-divider agrees to pay to the City a \$9 per acre fee for the placement and maintenance of outdoor warning sirens. The cost of these fees is provided in **Attachment A**.
7. The Sub-divider 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 4th Plat** is **\$5,749.20 (Five Thousand Seven Hundred and Forty-Nine dollars and Twenty 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.

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

9. The Sub-divider, in the interest of the general health, welfare and safety of the Citizens of Raymore, agrees to have installed, at their cost, 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.

ACCESS RESTRICTIONS

1. The Sub-Divider acknowledges that driveway access will be restricted in the following locations to mitigate sight distance impacts.
 - a. Lot 98 - driveway shall be located along Bentwater Drive.
 - b. Lot 110 - driveway shall be located along Bentwater Drive.

NON-LOCAL COMMERCIAL CONSTRUCTION VEHICLES WITHIN RESIDENTIAL NEIGHBORHOODS

Section 340.320 authorizes the City Traffic Engineer to determine and designate streets or parts of streets located within residentially zoned developments where new construction is progressing upon which non-local commercial construction vehicles shall be prohibited from travel.

The City shall maintain exclusive control over the use of its public streets, and reserves the right, with the review and approval of public improvement plans and issuance of a construction permit, to determine access restrictions and establish construction routes, if determined necessary by the Public Works Director, in order to reduce the potential or further deterioration of existing streets in established subdivisions.

MAINTENANCE OF COMMON AREAS AND AMENITIES

1. Except as otherwise specified below as being a City obligation, all common areas and amenities in the Project shall be maintained exclusively by the Developer and/or the POA in perpetuity upon appropriate inspections and approvals from the City once constructed. Maintenance obligations are as follows:
 - a. City will maintain concrete curb around any street islands and along the edge of the public streets; all areas inside the curb line of the street islands are private and to be maintained by the

Developer and/or the POA; all areas of the streets and right-of-ways shall be maintained by the City; and

- b. All common or open areas outside of public right-of-way are private and to be maintained by the Developer and/or the POA per City code.

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 ensure 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 entire 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 assigns and successors in interest and title.
6. Any provision of this agreement which is not enforceable according to law will be severed herefrom and the remaining provisions shall be enforced to the fullest extent permitted by law.
7. The undersigned represent that they each have the authority and capacity from the respective parties to execute this Agreement. This Agreement shall not be effective until approved by ordinance duly enacted by the City Council of the City of Raymore, Missouri.
8. The Sub-divider hereby warrants and represents to the City as inducement to the City's entering into this Agreement, that the Sub-divider's interest in the Subdivision is as a fee owner.
9. The Sub-divider and City acknowledge the Memorandum of Understanding for Creekmoor Subdivision, executed by both parties and approved by City Council on January 26, 2004, June 26, 2006, July 24, 2006, July 23, 2007, and July 27, 2015 remains in effect.

10. Whenever in this agreement it shall be required or permitted that Notice or demand be given or served by either party to this agreement to or on the other party, such notice or demand shall be delivered personally or mailed by certified United States mail (return receipt requested) to the addresses hereinafter set forth. Such notice or demand shall be deemed timely given when delivered personally or when deposited in the mail in accordance with the above.

If to the City, at:

City Manager
100 Municipal Circle
Raymore, MO 64083

If to the Sub-divider, at:

Jody Latham
903 North 47th Street, Suite 200
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 4th Plat** ; 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 4th Plat** .

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

(SEAL)

THE CITY OF RAYMORE, MISSOURI

Jim Feuerborn, City Manager

Attest:

Erica Hill, City Clerk

Sub-divider - Signature

JODY LATHAM
Printed Name

Sub-divider - Signature

Printed Name

Subscribed and sworn to me on this
the 8TH day of NOV 2024
in the County of BENTON,
State of ARKANSAS.

Stamp:

Notary Public: Suzanne L. Young
My Commission Expires: 08.10.2030



Attachment A

FEE SCHEDULE FOR CUNNINGHAM AT CREEKMOOR 4TH PLAT

ATTACHMENT A - DEVELOPMENT FEE SCHEDULE			
FEE CALCULATION FOR [CUNNINGHAM AT CREEKMOR 4TH PLAT]			
Total Cost for New Public Improvements		\$ 927,885.00	
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 #02053485 *must be paid prior to issuance of a land disturbance permit	\$ 500.00	PAID 9/10/24
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 #02053484 *must be paid prior to issuance of a land disturbance permit	\$ 5,000.00	PAID 9/10/24
2a	Additional Erosion Control Financial Security: (The remaining deposit above the first \$5,000 due can be paid in cash) [455.010F]: (11.96 ac. total disturbed) If deposit paid prior to recording of plat, receipt #02053484 If letter of credit submitted: financial institution: _____ renewal date of letter of credit: _____ *must be paid prior to issuance of a land disturbance permit	\$ 10,000.00	PAID 9/10/24
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	\$ 9,278.85	
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	\$ 46,394.25	
5	Emergency Outdoor Warning Siren Fee: \$9.00 per acre (15.34 acres) [Schedule of Fees and Charges] 01-00-4185-0000 *must be paid prior to recording of the final plat	\$ 138.06	
6	Parkland Dedication Fee in Lieu 27-00-4705-0000 *must be paid prior to recording of the final plat	N/A Per Building Permit \$143.73 per lot	
TOTAL FEES TO BE PAID PRIOR TO RECORDING PLAT [5] [6]		\$ 138.06	
TOTAL FEES TO BE PAID PRIOR TO ISSUANCE OF A LAND DISTURBANCE PERMIT [1] [2] [2a]		\$ 15,500.00	PAID 9/10/24
TOTAL FEES TO BE PAID PRIOR TO ISSUANCE OF A CONSTRUCTION PERMIT FOR PUBLIC IMPROVEMENTS [3] [4]		\$ 55,673.10	

CUNNINGHAM AT CREEKMOOR 4TH PLAT - Site Photos



Aerial Photo of Cunningham 4th looking north at 155th Street



View looking northeast from from the future extension of Bentwater Drive



View looking east from the future extension of Turnbridge Drive.



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: 11/25/2024

SUBMITTED BY: David Gress

DEPARTMENT: Development Services

ITEM CATEGORY: Ordinance

TITLE / ISSUE / REQUEST

Park Side 2nd Final Plat

STRATEGIC PLAN GOAL / STRATEGY

3.2.4 Provide quality, diverse housing options that meet the needs of our current and future community

FINANCIAL IMPACT

Award To:

Amount of Request/Contract:

Amount Budgeted:

Funding Source/Account:

PROJECT TIMELINE

Estimated Start Date

Estimated End Date

STAFF RECOMMENDATION:

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission: Planning and Zoning Commission

Date: October 15, 2024

Action/Vote: Approval, 7-0

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Bill 3929
2. Final Plat Staff Report
3. Final Plat Drawing
4. Site Photographs
5. Development Agreement

BACKGROUND / JUSTIFICATION

Dan Carr, developer of the Park Side subdivision, is requesting final plat approval of the 2nd phase of the subdivision, located south of 163rd Street, east of Sunset Lane. The request includes 32 new single family lots. At their October 15, 2024, meeting, the Planning and Zoning Commission voted 7-0 to recommend approval of the request to the City Council.

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, APPROVING THE PARK SIDE 2ND FINAL PLAT, LOTS 29-60 AND TRACTS G-I, A SUBDIVISION OF LAND LOCATED IN THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 46N, RANGE 32W, RAYMORE, CASS COUNTY, MISSOURI."

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

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

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

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

Section 1. The City Council 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 Park Side 2nd Plat is hereby approved for the tract of land described below:

A PART OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 46, RANGE 32, IN RAYMORE, CASS COUNTY, MISSOURI, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 46, RANGE 32, IN RAYMORE, CASS COUNTY, MISSOURI; THENCE ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 9, NORTH 02 DEGREES 28 MINUTES 00 SECONDS EAST, 1.65 FEET; THENCE SOUTH 88 DEGREES 14 MINUTES 12 SECONDS EAST, 30.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 02 DEGREES 28 MINUTES 00 SECONDS EAST, 120.77 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE RIGHT, BEING TANGENT TO THE PREVIOUSLY DESCRIBED COURSE, HAVING A RADIUS OF 15.00 FEET, AND AN ARC LENGTH OF 23.56 FEET; THENCE SOUTH 87 DEGREES 32 MINUTES 00 SECONDS EAST, 14.86 FEET; THENCE NORTH 02 DEGREES 48 MINUTES 51 SECONDS EAST, 50.00 FEET; THENCE NORTH 87 DEGREES 32 MINUTES 00 SECONDS WEST, 15.16 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE RIGHT, BEING TANGENT TO THE PREVIOUSLY DESCRIBED COURSE, HAVING A RADIUS OF 15.00 FEET, AND AN ARC LENGTH OF 23.56 FEET; THENCE NORTH 02 DEGREES 28 MINUTES 00 SECONDS EAST, 124.47 FEET; THENCE SOUTH 87 DEGREES 32 MINUTES 00 SECONDS EAST, 145.46 FEET; THENCE SOUTH 78 DEGREES 54 MINUTES 07 SECONDS EAST, 177.21 FEET; THENCE NORTH 77 DEGREES 07 MINUTES 43 SECONDS EAST, 183.50 FEET; THENCE NORTH 53 DEGREES 02 MINUTES 28 SECONDS EAST, 145.95 FEET; THENCE NORTH 45 DEGREES 25 MINUTES 59 SECONDS EAST, 133.87 FEET; THENCE NORTH 71 DEGREES 06 MINUTES 02 SECONDS EAST, 31.56 FEET; THENCE NORTH 33 DEGREES 50 MINUTES 21 SECONDS EAST, 80.20 FEET; THENCE NORTH 16 DEGREES 26 MINUTES 30 SECONDS EAST, 101.61 FEET; THENCE SOUTH 84 DEGREES 49 MINUTES 47 SECONDS EAST, 28.85 FEET; THENCE NORTH 02 DEGREES 48 MINUTES 13 SECONDS EAST, 34.03 FEET; THENCE NORTH 81 DEGREES 57 MINUTES 31 SECONDS EAST, 267.32 FEET; THENCE SOUTH 02 DEGREES 00 MINUTES 03 SECONDS WEST,

790.68 FEET TO A POINT ON THE NORTH LINE OF TRACT OF LAND DESCRIBED IN BOOK 2200, PAGE 29; THENCE ALONG SAID NORTH LINE FOR THE FOLLOWING NINE (9) COURSES: NORTH 88 DEGREES 00 MINUTES 06 SECONDS WEST, 71.14 FEET; THENCE NORTH 87 DEGREES 39 MINUTES 04 SECONDS WEST, 185.30 FEET; THENCE NORTH 62 DEGREES 25 MINUTES 53 SECONDS WEST, 25.69 FEET; THENCE SOUTH 79 DEGREES 08 MINUTES 01 SECONDS WEST, 51.75 FEET; THENCE NORTH 87 DEGREES 52 MINUTES 55 SECONDS WEST, 35.11 FEET; THENCE NORTH 87 DEGREES 33 MINUTES 49 SECONDS WEST, 104.30 FEET; THENCE NORTH 88 DEGREES 09 MINUTES 41 SECONDS WEST, 233.17 FEET; THENCE NORTH 87 DEGREES 33 MINUTES 01 SECONDS WEST, 206.12 FEET; THENCE NORTH 88 DEGREES 14 MINUTES 12 SECONDS WEST, 186.84 FEET TO THE POINT OF BEGINNING. CONTAINING 12.05 ACRES, MORE OR LESS.

PREPARED BY: ROGER A. BACKUES, PLS 2134 DATE: SEPTEMBER 4, 2024

Section 3. Development Agreement. The Development Agreement between the City of Raymore, Missouri, and Triangle 2, LLC & Triangle 4, LLC is approved and the City Manager is directed to execute said agreement on behalf of the City of Raymore, Missouri.

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 25TH DAY OF NOVEMBER, 2024.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 9TH DAY OF DECEMBER, 2024, BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Baker
Councilmember Barber
Councilmember Burke III
Councilmember Circo
Councilmember Engert
Councilmember Holman
Councilmember Mills

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature

PARK SIDE 2ND FINAL PLAT

APPLICANT -

Property Owner: Triangle 2 & Triangle 4, LLC
Engineering/Arch. Firm: Boundary & Construction Surveying, Inc.

PROJECT LOCATION

N. Sunset Lane and Adeline Ct.

REQUESTED ACTION

Final Plat Approval

PROJECT NARRATIVE

An application was filed requesting final plat approval of the 2nd phase of the Park Side subdivision, a 32-lot phase located off of N. Sunset Lane, south of 163rd Street.



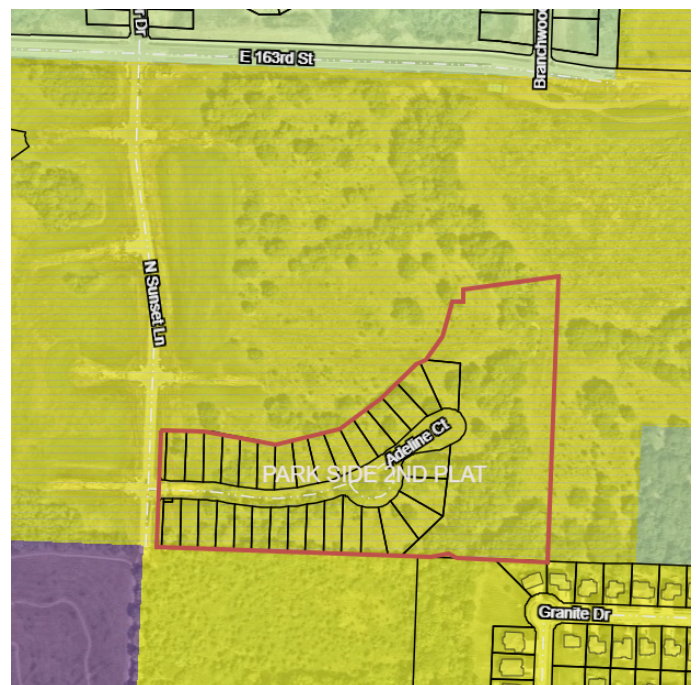
ZONING AND LAND USE SUMMARY -

EXISTING ZONING

"R-1P" Single-Family Residential Planned District

SURROUNDING ZONING & LAND USE

- North:** "PUD" Planned Unit Development District (Creekmoor)
- South:** "PR" Parks, Recreation and Public Use (Hawk Ridge Park)
"R-1" Single-Family Residential District (Undeveloped Madison Creek)
- East:** "R-1P" Single-Family Residential Planned District (Undeveloped Park Side)
"A" Agricultural (806 N Madison St)
- West:** "R-1P" Single-Family Residential Planned District (Park Side 1st Plat)



TOTAL TRACT SIZE	NUMBER OF LOTS	DENSITY
12.05 ac.	32	2.65 du/ac

PAST PLANNING ACTIONS -

- The PUD Planned Unit Development zoning designation for Creekmoor Subdivision to the north was established by the City on January 26, 2004.
- The PR Parks, Recreation and Public Use zoning designation for Hawk Ridge Park was established by the City on September 28, 2009.
- The R-1P zoning designation was approved for the subject property on October 12, 2020.
- On December 14, 2020 the City Council voted to approve the Preliminary Plat and Memorandum of Understanding for the Park Side subdivision.
- The Park Side 1st Plat, Sunset Lane 1st Plat (ROW), and the Park Side Park 1st Plat (parkland dedication area) were all approved by the City in March of 2023.
- On March 25, 2024, the City approved a reimbursement agreement with the applicant to expedite the design and construction of 163rd Street to connect to N. Madison Street.

DEVELOPMENT STANDARDS -

The Bulk and Dimensional Standards for the existing and proposed zoning districts are as follows:

DIMENSIONAL STANDARD	MINIMUM REQUIREMENT
Lot Size	6,000 sq. ft.
Lot Size per Dwelling Unit	6,000 sq. ft.
Lot Width x Lot Depth	50 ft. x 100 ft.
Front-Yard Setback	25 ft.

Rear-Yard Setback	25 ft.
Rear Yard Setback (abutting Stream Buffer)	20 ft.
Side-Yard Setback (interior)	7 ft.
Side-Yard Setback (exterior)	10 ft.
Building Height	35 ft.
Building Coverage	45%

STAFF COMMENTS -

PLANNING AND ZONING -

- Five foot (5') sidewalks will be required to be installed on lots within this phase, as well as along the east side of Sunset Lane. A trail will be constructed along the west side of Sunset Lane between 58 Highway and 163rd Street.

PUBLIC WORKS & ENGINEERING -

- The Developer is currently nearing completion of the 163rd Street extension, which will connect 163rd Street to N. Madison, providing a complete link between Foxridge Drive and N. Madison.
- Sunset Lane was constructed from 163rd Street to the southern property line of the Park Side development by the developer as part of the 2020 General Obligation Bond Issue approved in 2020 by the voters of Raymore. The City is currently completed with the design of the remaining portion of Sunset Lane

ALIGNMENT WITH GROWTH MANAGEMENT PLAN -

Growth Management Plan - The Future Land Use Plan Map designates this property as appropriate for low-density residential development.

Major Street Plan - 163rd Street is classified as a Major Collector roadway. North Sunset Lane, which provides access into this phase of the subdivision is classified as a Minor Collector. Adeline Court is classified as a local road.

FINDINGS OF FACT -

Under Section 470.130 of the Unified Development Code, the Planning and Zoning Commission and City Council are directed concerning its actions in the deliberation of a final plat request, in 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 proposed final plat, including street names and road alignments are substantially the same as the approved preliminary plat. This particular street on the Preliminary Plat was originally named Mary Jane Court, but due to conflicts, the City required a new name to be used. Adeline Court was a reserved street name for the Park Side subdivision already, and therefore does not conflict with any other existing streets in the City.

This phase was originally identified as Phase 8 of the subdivision, but is being proposed to be advanced based on the expedited construction of both Sunset Lane and 163rd Street. The change in phasing does not substantially impact the overall development.

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

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.

PROJECT REVIEW SCHEDULE

COUNCIL, COMMISSION OR BOARD	ACTION	DATE
Planning and Zoning Commission	Review & Recommendation	October 15, 2024
City Council	Review & Approval/Denial	November 25, 2024 December 9, 2024

STAFF RECOMMENDATIONS -

Staff recommends that the Planning and Zoning Commission accept the proposed findings of fact and forward Case No. 24020 Park Side 2nd Final Plat to the City Council with a recommendation of approval.

The recommendation for approval is subject to the following conditions:

- The final plat shall be signed and recorded with the Cass County Recorder of Deeds within one year of City Council approval or the approval of the plat shall be considered null and void.
- The Development Agreement for the Park Side 2nd final plat shall be signed and recorded with the Cass County Recorder of Deeds, and all applicable fees paid, within one year of the City Council approval or the agreement shall be considered null and void.

PLANNING AND ZONING COMMISSION 10/15/2024 -

The Planning and Zoning Commission, at their October 15, 2024 meeting, voted 7-0 to accept the staff proposed findings of fact and forward Case No. 24020 Park Side 2nd Final Plat to the City Council with a recommendation of approval, subject to the conditions as outlined by City staff.

PROJECT ATTACHMENTS -

1. Final Plat Drawings
2. Development Agreement

FINAL PLAT
PARKSIDE - 2ND PLAT
LOTS 29 THRU 60 & TRACTS G THRU I

A PART OF THE NORTH HALF OF THE NORTHEAST QUARTER
SECTION 9, TOWNSHIP 46, RANGE 32
RAYMORE, CASS COUNTY, MISSOURI

PLAT DEDICATION:
THE UNDERSIGNED PROPRIETORS 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 "PARKSIDE, 2ND PLAT".

BUILDING LINES:
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 THERETO. 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.

EASEMENT DEDICATION:
AN EASEMENT IS HEREBY GRANTED TO THE CITY OF RAYMORE, MISSOURI, FOR THE PURPOSE OF LOCATING, CONSTRUCTING, OPERATING, AND MAINTAINING FACILITIES FOR WATER, GAS, ELECTRICITY, SEWAGE, TELEPHONE, AND CABLE TELEVISION, INCLUDING BUT NOT LIMITED TO UNDERGROUND PIPES AND CONDUITS, POLES AND ANCHORS, PAD MOUNTED TRANSFORMERS, SERVICE PEDESTALS, ANY OR ALL OF THEM UPON, OVER, UNDER OR ALONG THE STRIPS OF LAND DESIGNATED UTILITY EASEMENT (ABBREVIATED "UTIL. ESMT." OR "U/E"), PROVIDED THAT THE EASEMENT GRANTED HEREIN IS SUBJECT TO ANY AND ALL EXISTING EASEMENTS. WHERE OTHER EASEMENTS ARE DESIGNATED FOR A PARTICULAR PURPOSE SUCH AS "SANITARY SEWER EASEMENT" OR "DRAINAGE EASEMENT, OR D.E.", THE USE THEREOF SHALL BE LIMITED TO THAT PURPOSE ONLY.

AREAS DESIGNATED ON THE ACCOMPANYING PLAT AS "DRAINAGE EASEMENT" OR "D/E" ARE HEREBY RESERVED TO THE CITY FOR THE PURPOSE OF A NATURAL STORMWATER DRAINAGE EASEMENT OR FOR THE PURPOSE OF CONSTRUCTING, MAINTAINING, OPERATING, REMOVING, AND REPLACING STORMWATER DRAINAGE FACILITIES IN ACCORDANCE WITH PLANS AND SPECIFICATIONS APPROVED BY THE CITY ENGINEER OF THE CITY. NO FENCE, WALL, PLANTING, BUILDING, OR OTHER OBSTRUCTION MAY BE PLACED OR MAINTAINED IN SAID DRAINAGE EASEMENT HEREBY DEDICATED AND THERE SHALL BE NO ALTERATION OF THE GRADES OR CONTOURS IN SAID DEDICATED AREA WITHOUT THE APPROVAL OF SAID CITY ENGINEER OF THE CITY OF RAYMORE. NO OBSTRUCTIONS MAY BE PLACED IN SAID DRAINAGE EASEMENT WHICH WOULD PREVENT INGRESS AND EGRESS OR THE SAME BY MAINTENANCE VEHICLES OR WHICH WOULD PREVENT SAID VEHICLES TRAVELING ON SAID DRAINAGE EASEMENT FOR MAINTENANCE PURPOSES.

THE UNDERSIGNED PROPRIETOR OF SAID PROPERTY SHOWN ON THIS PLAT HEREBY CERTIFIES THAT ALL PRIOR EXISTING EASEMENT RIGHTS ON LAND TO BE DEDICATED FOR PUBLIC USE AND PUBLIC WAYS AND THOROUGHFARES RUNNING TO ANY PERSON, UTILITY OR CORPORATION HAVE BEEN ABSOLVED EXCEPT THAT SAME PERSON, UTILITY OR CORPORATION SHALL RETAIN WHATEVER EASEMENT RIGHTS THEY WOULD HAVE AS IF LOCATED IN A PUBLIC STREET.

STREET DEDICATION:
STREETS SHOWN HEREON AND NOT HERETOFORE DEDICATED FOR PUBLIC USE AS STREET RIGHT-OF-WAY ARE HEREBY DEDICATED.

COMMON PROPERTY:
THE COMMON PROPERTIES REFLECTED UPON THIS PLAT (TRACTS G, H, AND I) ARE FOR COMMON USE AND ENJOYMENT OF THE OWNERS OF LOTS REFLECTED UPON THIS PLAT AS WELL AS THE OWNERS OF ALL

SIDEWALKS:
THE OWNER OF ANY UNDEVELOPED LOT WITHIN THE SUBDIVISION PHASE SHALL BE REQUIRED TO CONSTRUCT A SIDEWALK ON THAT LOT WHEN:
A. 66% OR MORE OF THE LOTS ON THE SAME SIDE OF THE STREET IN THE SAME BLOCK ALREADY HAVE A SIDEWALK; AND
B. IT HAS BEEN 3 YEARS FROM THE DATE THE FIRST CERTIFICATE OF OCCUPANCY WAS ISSUED IN THE SUBDIVISION PHASE THAT CONTAINS THE UNDEVELOPED LOT.

ACKNOWLEDGEMENT:
TRIANGLE 2, LLC, TENANT IN COMMON
IN WITNESS WHEREOF, TRIANGLE 2, LLC, A MISSOURI LIMITED LIABILITY COMPANY HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS MEMBER THIS ____DAY OF ____, 20__.

MEMBER - _____

STATE OF _____)
)SS
COUNTY OF _____)

ON THIS ____ DAY OF ____, 20__, BEFORE ME APPEARED _____, MEMBER OF TRIANGLE 2, LLC, A MISSOURI LIMITED LIABILITY COMPANY TO ME KNOWN TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT; AND ACKNOWLEDGED THAT HE EXECUTED THE SAME AS HIS FREE ACT AND DEED.

IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL AT MY OFFICE
IN _____, THE DAY AND YEAR LAST ABOVE WRITTEN.

SEAL

NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE

MY TERM EXPIRES _____

ACKNOWLEDGEMENT:
TRIANGLE 4, LLC, TENANT IN COMMON
IN WITNESS WHEREOF, TRIANGLE 4, LLC, A MISSOURI LIMITED LIABILITY COMPANY HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS MEMBER THIS ____DAY OF ____, 20__.

MEMBER - _____

STATE OF _____)
)SS
COUNTY OF _____)

ON THIS ____ DAY OF ____, 20__, BEFORE ME APPEARED _____, MEMBER OF TRIANGLE 4, LLC, A MISSOURI LIMITED LIABILITY COMPANY TO ME KNOWN TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT; AND ACKNOWLEDGED THAT HE EXECUTED THE SAME AS HIS FREE ACT AND DEED.

IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL AT MY OFFICE
IN _____, THE DAY AND YEAR LAST ABOVE WRITTEN.

SEAL

NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE

MY TERM EXPIRES _____

DEVELOPER:
TRIANGLE 2 LLC & TRIANGLE 4 LLC
4706 BROADWAY STE 240
KANSAS CITY, MO 64112

SURVEYOR:
BOUNDARY AND CONSTRUCTION
SURVEYING
821 NE COLUMBUS, SUITE 100
LEE'S SUMMIT, MO 64063

PLAT DESCRIPTION:
DESCRIPTION:
A PART OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 46, RANGE 32, IN RAYMORE, CASS COUNTY, MISSOURI, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 46, RANGE 32, IN RAYMORE, CASS COUNTY, MISSOURI; THENCE ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 9, NORTH 02 DEGREES 28 MINUTES 00 SECONDS EAST, 1.65 FEET; THENCE SOUTH 88 DEGREES 14 MINUTES 12 SECONDS EAST, 30.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 02 DEGREES 28 MINUTES 00 SECONDS EAST, 120.77 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE RIGHT, BEING TANGENT TO THE PREVIOUSLY DESCRIBED COURSE, HAVING A RADIUS OF 15.00 FEET, AND AN ARC LENGTH OF 23.56 FEET; THENCE SOUTH 87 DEGREES 32 MINUTES 00 SECONDS EAST, 14.86 FEET; THENCE NORTH 02 DEGREES 48 MINUTES 51 SECONDS EAST, 50.00 FEET; THENCE NORTH 87 DEGREES 32 MINUTES 00 SECONDS WEST, 15.16 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE RIGHT, BEING TANGENT TO THE PREVIOUSLY DESCRIBED COURSE, HAVING A RADIUS OF 15.00 FEET, AND AN ARC LENGTH OF 23.56 FEET; THENCE NORTH 02 DEGREES 28 MINUTES 00 SECONDS EAST, 124.47 FEET; THENCE SOUTH 87 DEGREES 32 MINUTES 00 SECONDS EAST, 145.46 FEET; THENCE SOUTH 78 DEGREES 54 MINUTES 07 SECONDS EAST, 177.21 FEET; THENCE NORTH 77 DEGREES 07 MINUTES 43 SECONDS EAST, 183.50 FEET; THENCE NORTH 53 DEGREES 02 MINUTES 28 SECONDS EAST, 145.95 FEET; THENCE NORTH 45 DEGREES 25 MINUTES 59 SECONDS EAST, 133.87 FEET; THENCE NORTH 71 DEGREES 06 MINUTES 02 SECONDS EAST, 31.56 FEET; THENCE NORTH 33 DEGREES 50 MINUTES 21 SECONDS EAST, 80.20 FEET; THENCE NORTH 16 DEGREES 26 MINUTES 30 SECONDS EAST, 101.61 FEET; THENCE SOUTH 84 DEGREES 49 MINUTES 47 SECONDS EAST, 28.85 FEET; THENCE NORTH 02 DEGREES 48 MINUTES 13 SECONDS EAST, 34.03 FEET; THENCE NORTH 81 DEGREES 57 MINUTES 31 SECONDS EAST, 267.32 FEET; THENCE SOUTH 02 DEGREES 00 MINUTES 03 SECONDS WEST, 790.68 FEET TO A POINT ON THE NORTH LINE OF TRACT OF LAND DESCRIBED IN BOOK 2200, PAGE 29; THENCE ALONG SAID NORTH LINE FOR THE FOLLOWING NINE (9) COURSES: NORTH 88 DEGREES 00 MINUTES 06 SECONDS WEST, 71.14 FEET; THENCE NORTH 87 DEGREES 39 MINUTES 04 SECONDS WEST, 185.30 FEET; THENCE NORTH 62 DEGREES 25 MINUTES 53 SECONDS WEST, 25.69 FEET; THENCE SOUTH 79 DEGREES 08 MINUTES 01 SECONDS WEST, 51.75 FEET; THENCE NORTH 87 DEGREES 52 MINUTES 55 SECONDS WEST, 35.11 FEET; THENCE NORTH 87 DEGREES 33 MINUTES 49 SECONDS WEST, 104.30 FEET; THENCE NORTH 88 DEGREES 09 MINUTES 41 SECONDS WEST, 233.17 FEET; THENCE NORTH 87 DEGREES 33 MINUTES 01 SECONDS WEST, 206.12 FEET; THENCE NORTH 88 DEGREES 14 MINUTES 12 SECONDS WEST, 186.84 FEET TO THE POINT OF BEGINNING. CONTAINING 12.05 ACRES, MORE OR LESS.
PREPARED BY:
ROGER A. BACKUES, PLS 2134
DATE: SEPTEMBER 4, 2024

SURVEYOR CERTIFICATION:
I HEREBY CERTIFY: THAT THE PLAT OF "PARKSIDE, 2ND PLAT" SUBDIVISION IS BASED ON AN ACTUAL SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION AND THAT SAID SURVEY MEETS OR EXCEEDS THE CURRENT MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS AS ESTABLISHED BY THE DEPARTMENT OF NATURAL RESOURCES, DIVISION OF GEOLOGY AND LAND SURVEY OF THE STATE OF MISSOURI, AND MISSOURI STANDARDS FOR PROPERTY BOUNDARY SURVEYS, ESTABLISHED BY THE MISSOURI BOARD FOR ARCHITECTS, PROFESSIONAL ENGINEERS AND LAND SURVEYORS. I FURTHER CERTIFY THAT I HAVE COMPLIED WITH ALL STATUTES, ORDINANCES, AND REGULATIONS GOVERNING THE PRACTICE OF SURVEYING AND PLATTING OF SUBDIVISIONS TO THE BEST OF MY BELIEF.

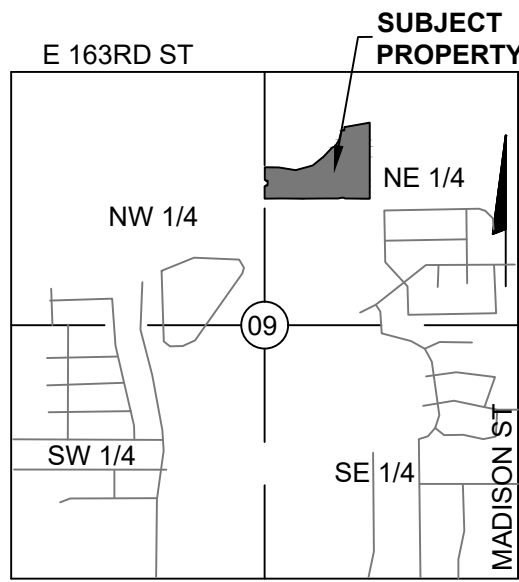
SURVEYOR: ROGER A. BACKUES, PLS MO. NO. 2134

CITY OF RAMORE, MISSOURI:
THIS PLAT OF "PARKSIDE, 2ND PLAT" 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 _____ DULY PASSED AND APPROVED BY THE MAYOR OF RAYMORE, MISSOURI ON THE ____ DAY OF _____, 202__.

ATTEST: _____
KRISTOFER P. TURNBOW, MAYOR CITY CLERK CITY ENGINEER

CITY PLANNING COMMISSION:
THIS PLAT OF "PARKSIDE, 2ND PLAT" HAS BEEN SUBMITTED TO AND APPROVED BY THE RAYMORE PLANNING AND ZONING COMMISSION THIS _____ DAY OF _____, 202__

SECRETARY



LOCATION MAP
SCALE=1"=2000'
SECTION 9 TOWNSHIP 46 RANGE 32

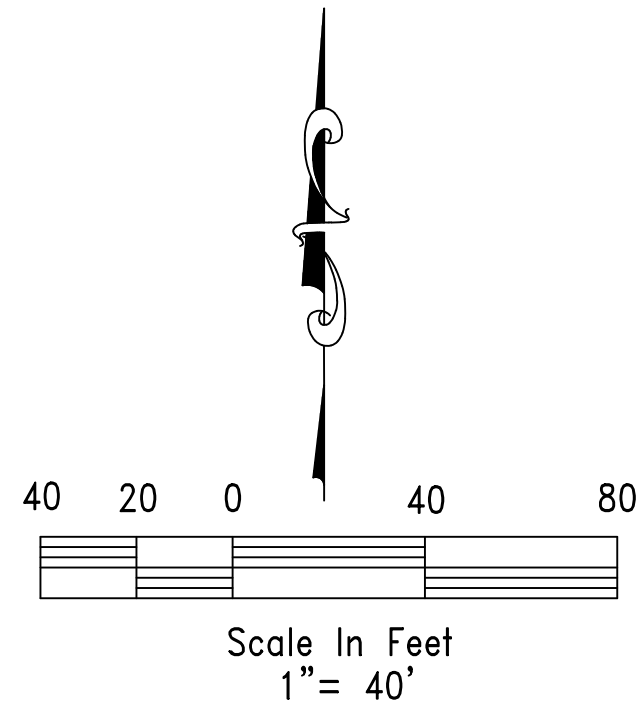
PARKSIDE, 2ND PLAT
RAYMORE, CASS COUNTY, MISSOURI

BOUNDARY & CONSTRUCTION
SURVEYING, INC.

821 NE COLUMBUS STREET SUITE 100, LEE'S SUMMIT, MO. 64063
PH.# 816/554-9798, FAX # 816/554-0337

PROJECT NO. 24-300 SHEET 1 OF 2

PARKSIDE, 2ND PLAT, RAYMORE, CASS COUNTY, MISSOURI



Minimum Basement Elevations	
Lot	Elev
29	1032.00
30	1029.00
31	1027.56
32	1028.76
33	1023.00
34	1021.30
35	1018.50
36	1016.00
37	1014.00
38	1012.00
39	1009.90
40	1008.40
41	1006.00
42	1004.00
43	996.00
44	996.00
45	997.20
46	999.90
47	1001.30
48	1002.60
49	1003.60
50	1005.50
51	1007.40
52	1010.00
53	1011.80
54	1014.70
55	1017.50
56	1021.70
57	1024.07
58	1026.40
59	1028.90
60	1030.00

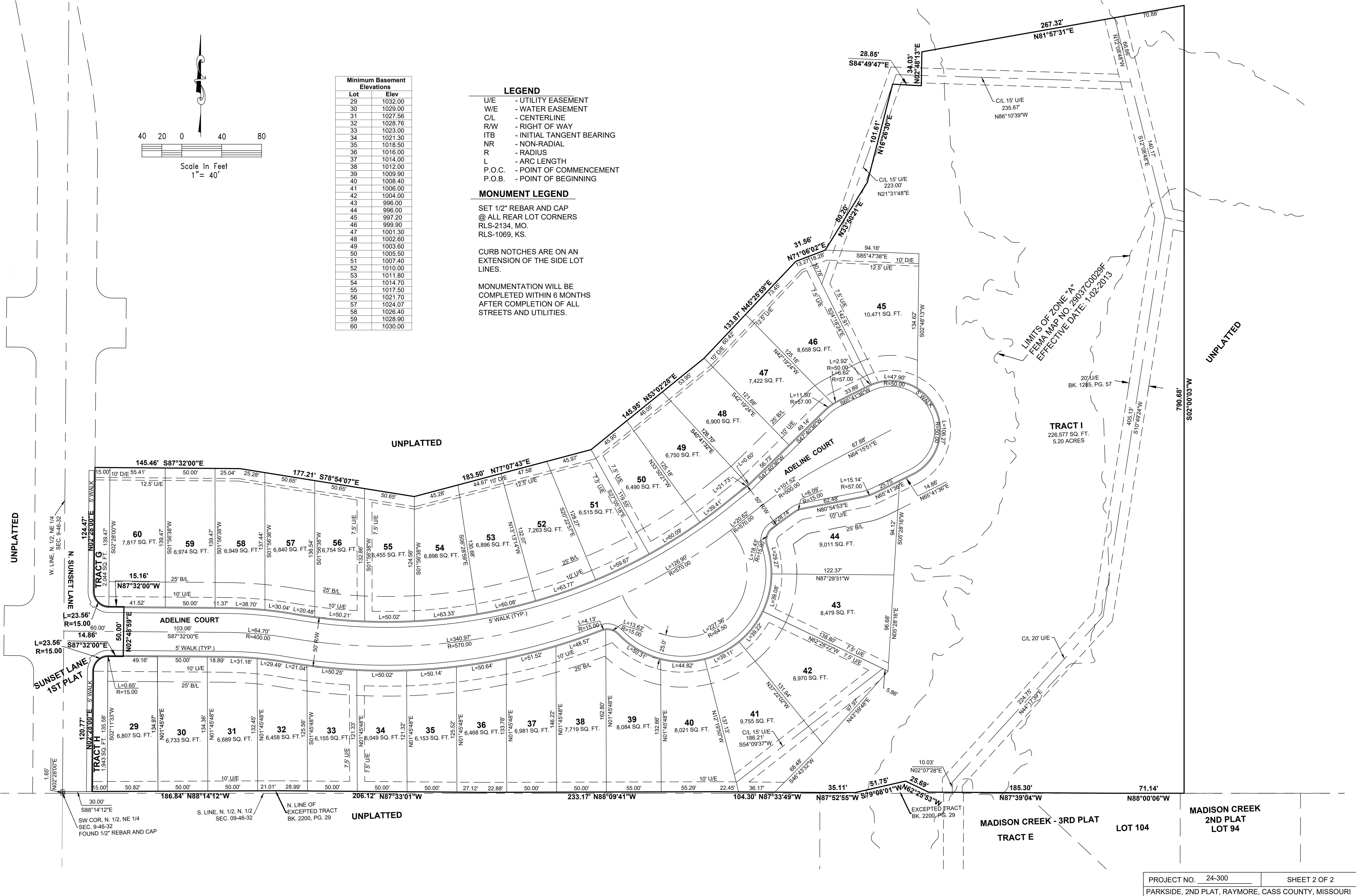
- LEGEND**
- U/E - UTILITY EASEMENT
 - W/E - WATER EASEMENT
 - C/L - CENTERLINE
 - R/W - RIGHT OF WAY
 - ITB - INITIAL TANGENT BEARING
 - NR - NON-RADIAL
 - R - RADIUS
 - L - ARC LENGTH
 - P.O.C. - POINT OF COMMENCEMENT
 - P.O.B. - POINT OF BEGINNING

MONUMENT LEGEND

SET 1/2" REBAR AND CAP
@ ALL REAR LOT CORNERS
RLS-2134, MO.
RLS-1069, KS.

CURB NOTCHES ARE ON AN
EXTENSION OF THE SIDE LOT
LINES.

MONUMENTATION WILL BE
COMPLETED WITHIN 6 MONTHS
AFTER COMPLETION OF ALL
STREETS AND UTILITIES.



PARK SIDE 2ND FINAL PLAT - Site Photos



Aerial Photo of Sunset Lane through Park Side



Aerial Photo looking east from Sunset Lane along proposed Adeline Court



***Development Agreement
for
Park Side 2nd Plat
Lots 29-60 and Tract G-I***

**Between Triangle 2, LLC & Triangle 4, LLC, Grantor,
and
City of Raymore, Grantee
100 Municipal Circle
Raymore, MO 64083**

December 9, 2024

DEVELOPMENT AGREEMENT

THIS AGREEMENT, MADE THIS 9th day of December, 2024 by and between, Triangle 2, LLC and Triangle 4, LLC 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 **Park Side 2nd Plat, Lots 29-60 and Tract G-I**, 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 properties and all portions thereof, collectively known as: **Park Side 2nd Plat**

A PART OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 46, RANGE 32, IN RAYMORE, CASS COUNTY, MISSOURI, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 46, RANGE 32, IN RAYMORE, CASS COUNTY, MISSOURI; THENCE ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 9, NORTH 02 DEGREES 28 MINUTES 00 SECONDS EAST, 1.65 FEET; THENCE SOUTH 88 DEGREES 14 MINUTES 12 SECONDS EAST, 30.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 02 DEGREES 28 MINUTES 00 SECONDS EAST, 120.77 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE RIGHT, BEING TANGENT TO THE PREVIOUSLY DESCRIBED COURSE, HAVING A RADIUS OF 15.00 FEET, AND AN ARC LENGTH OF 23.56 FEET; THENCE SOUTH 87 DEGREES 32 MINUTES 00 SECONDS EAST, 14.86 FEET; THENCE NORTH 02 DEGREES 48 MINUTES 51 SECONDS EAST, 50.00 FEET; THENCE NORTH 87 DEGREES 32 MINUTES 00 SECONDS WEST, 15.16 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE RIGHT, BEING TANGENT TO THE PREVIOUSLY DESCRIBED COURSE, HAVING A RADIUS OF 15.00 FEET, AND AN ARC LENGTH OF 23.56 FEET; THENCE NORTH 02 DEGREES 28 MINUTES 00 SECONDS EAST, 124.47 FEET; THENCE SOUTH 87 DEGREES 32 MINUTES 00 SECONDS EAST, 145.46 FEET; THENCE SOUTH 78 DEGREES 54 MINUTES 07 SECONDS EAST, 177.21 FEET; THENCE NORTH 77 DEGREES 07 MINUTES 43 SECONDS EAST, 183.50 FEET; THENCE NORTH 53 DEGREES 02 MINUTES 28 SECONDS EAST, 145.95 FEET; THENCE NORTH 45 DEGREES 25 MINUTES 59 SECONDS EAST, 133.87 FEET; THENCE NORTH 71 DEGREES 06 MINUTES 02 SECONDS EAST, 31.56 FEET; THENCE NORTH 33 DEGREES 50 MINUTES 21 SECONDS EAST, 80.20 FEET; THENCE NORTH 16 DEGREES 26 MINUTES 30 SECONDS EAST, 101.61 FEET; THENCE SOUTH 84 DEGREES 49 MINUTES 47 SECONDS EAST, 28.85 FEET; THENCE NORTH 02 DEGREES 48 MINUTES 13 SECONDS EAST, 34.03 FEET; THENCE NORTH 81 DEGREES 57 MINUTES 31 SECONDS EAST, 267.32 FEET; THENCE SOUTH 02 DEGREES 00 MINUTES 03 SECONDS WEST, 790.68 FEET TO A POINT ON THE NORTH LINE OF TRACT OF LAND DESCRIBED IN BOOK 2200, PAGE 29; THENCE ALONG SAID NORTH LINE FOR THE FOLLOWING NINE (9) COURSES: NORTH 88 DEGREES 00 MINUTES 06 SECONDS WEST, 71.14 FEET; THENCE NORTH 87 DEGREES 39 MINUTES 04 SECONDS WEST, 185.30 FEET; THENCE NORTH 62 DEGREES 25 MINUTES 53 SECONDS WEST, 25.69 FEET; THENCE SOUTH 79 DEGREES 08 MINUTES 01 SECONDS WEST, 51.75 FEET; THENCE NORTH 87 DEGREES 52 MINUTES 55 SECONDS WEST, 35.11 FEET; THENCE NORTH 87 DEGREES 33 MINUTES 49 SECONDS WEST, 104.30 FEET; THENCE NORTH 88 DEGREES 09 MINUTES 41 SECONDS WEST, 233.17 FEET; THENCE NORTH 87 DEGREES 33 MINUTES 01 SECONDS WEST, 206.12 FEET; THENCE NORTH 88 DEGREES 14 MINUTES 12 SECONDS WEST, 186.84

FEET TO THE POINT OF BEGINNING, CONTAINING 12.05 ACRES, MORE OR LESS.

PREPARED BY: ROGER A. BACKUES, PLS 2134 DATE: SEPTEMBER 4, 2024

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 December 2017.
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 Developer, and or their contractor or designee, shall provide the saddle for connection to the public water main. Saddles shall be brass or bronze with a stainless steel strap. All brass/bronze construction shall also be permitted.

INSTALLATION AND MAINTENANCE

1. Prior to the issuance of building permits within the Parkside 2nd Plat, 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 in the forms required and requested by the City 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 hold 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.

FLOODPLAIN

1. No portion of any platted lot shall encroach into the Federal Emergency Management Agency (FEMA) floodplain or the 100-year flood elevation for areas not identified as special flood hazard areas. Common area tracts are allowed to encroach into the floodplain.
2. No land disturbance activities or removal of any trees shall occur within the floodplain area except for:
 - a. work to install the necessary outlet structures for the stormwater detention facilities; or
 - b. work necessary for implementation of any stream enhancements required as part of the stream assessment for the development.
 - c. work necessary for installation of utilities.

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 fees associated with Park Side 2nd Plat shall be calculated based upon the Improvements associated with the Park Side 2nd Plat. The City Public Works Director shall review and determine that the costs, as presented, are reasonable. A list of these fees is provided in Attachment A.

2. The Sub-divider agrees to indemnify the City with a Certificate of Insurance as required in the Unified Development Code of the City of Raymore.
3. The Sub-divider agrees to furnish performance bonds as required in the Unified Development Code of the City of Raymore.
4. Prior to acceptance of Improvements within said subdivision, Sub-divider will provide a guarantee in the form of a Maintenance Bond that is satisfactory to the City Public Works Director. This guarantee shall be based on 50% of the cost of all Improvements shown on approved engineering plans and shall be for a period of two years after acceptance by the City.
5. The Sub-divider agrees to submit a street light plan for City approval and pay the cost of providing and installing the streetlights in accordance with the approved street light plan. The required street lights shall be installed and shall be operational prior to the acceptance of the Improvements for the subdivision.
6. The Sub-divider agrees to pay to the City a \$9 per acre fee for the placement and maintenance of outdoor warning sirens. The cost of these fees is provided in **Attachment A**.
7. The Sub-divider agrees to pay any **fees in lieu of parkland dedication** that are required in accordance with City Code, and as outlined within the Park Side MOU. The total fee due for **Park Side 2nd Plat** is **\$10,320.00 (Ten Thousand Three Hundred and Twenty Dollars)**. Fees shall be paid prior to the recording of the final plat.
8. Per Ordinance #20004, the license (excise) tax for building contractors will be charged at the time of building permits at the applicable rate at the time each building permit application is approved.
9. The Sub-divider, in the interest of the general health, welfare and safety of the Citizens of Raymore, agrees to have installed, at their cost, any traffic control devices determined to be necessary by City Staff (410.340). The technical specifications and design criteria are set forth in Public Works Department Policies 120 thru 122 and 129, Street Signage and Traffic Control Devices. The improvement must be installed prior to the City releasing any building permits.

NON-LOCAL COMMERCIAL CONSTRUCTION VEHICLES WITHIN RESIDENTIAL NEIGHBORHOODS

1. Section 340.320 authorizes the City Traffic Engineer to determine and designate streets or parts of streets located within residentially zoned developments where new construction is progressing upon which non-local commercial construction vehicles shall be prohibited from travel.

2. The City shall maintain exclusive control over the use of its public streets, and reserves the right, with the review and approval of public improvement plans and issuance of a construction permit, to determine access restrictions and establish construction routes, if determined necessary by the Public Works Director, in order to reduce the potential or further deterioration of existing streets in established subdivisions.

MAINTENANCE OF COMMON AREAS AND AMENITIES

1. Except as otherwise specified below as being a City obligation, all common areas and amenities in the Project shall be maintained exclusively by the Developer and/or the HOA in perpetuity upon appropriate inspections and approvals from the City once constructed. Maintenance obligations are as follows:

- a. City will maintain concrete curb around any street islands and along the edge of the public streets; all areas inside the curb line of the street islands are private and to be maintained by the Developer and/or the HOA; all areas of the streets and right-of-ways shall be maintained by the City.
- b. All common or open areas outside of public right-of-way are private and to be maintained by the Developer and/or the HOA per City code.

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 ensure 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 entire 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 assigns 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 Park Side Subdivision, amended and executed by both parties and approved by City Council on March 13, 2023 remains in effect.

10. The Sub-divider acknowledges the Park Side 2nd Plat will expire within one year of the date the Raymore City Council approves an ordinance approving such plat; 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 **Park Side 2nd Plat**.

11. 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:

Dan Carr
4706 Broadway Suite 240.
Kansas City, MO 64112-1910

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

(SEAL)

THE CITY OF RAYMORE, MISSOURI

Jim Feuerborn, City Manager

Attest:

Erica Hill, City Clerk

Daniel Carr
Sub-divider – Signature

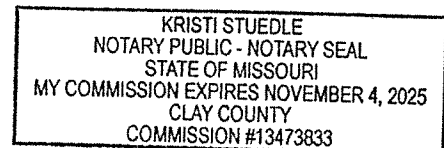
Dan Carr
Printed Name

Sub-divider – Signature

Printed Name

Subscribed and sworn to me on this
the 12th day of November 2024
in the County of Jackson,
State of Missouri.

Stamp:



Notary Public: *Kristi Stuedle*
My Commission Expires: 11/4/25

Attachment A
PARK SIDE 2ND PLAT DEVELOPMENT FEE SCHEDULE

ATTACHMENT A - DEVELOPMENT FEE SCHEDULE

FEE CALCULATION FOR [PARKSIDE 2ND PLAT]

Total Cost for New Public Improvements \$ 654,336.00

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.

Land Disturbance Permit Fee. [455.010B]

1 01-00-4170-0000 \$ 500.00
If fee paid prior to recording of plat, receipt # _____
*must be paid prior to issuance of a land disturbance permit

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.

2 [455.010F] \$ 5,000.00
60-00-2811-0000
If deposit paid prior to recording of plat, receipt#
must be paid prior to issuance of a land disturbance permit

Additional Erosion Control Financial Security:

(The remaining deposit above the first \$5,000 due can be paid in cash) [455.010F]:
(12.05 ac. total disturbed)

2a If deposit paid prior to recording of plat, receipt# \$ 7,050.00
If letter of credit submitted:
financial institution: _____
renewal date of letter of credit: _____
*must be paid prior to issuance of a land disturbance permit

Infrastructure Construction Plan Review Fee:

An amount equal to one percent (1%) of the estimated public improvement costs performed by the developer. [445.020H1]

3 \$ 6,543.36
01-00-4182-0000
*must be paid prior to issuance of a construction permit

Infrastructure Construction Inspection Fee:

An amount equal to five percent (5%) of the estimated public improvement costs performed by the developer. [445.020H2]

4 \$ 32,716.80
01-00-4165-0000
*must be paid prior to issuance of a construction permit

Emergency Outdoor Warning Siren Fee:

\$9.00 per acre (12.05 acres)

5 [Schedule of Fees and Charges] \$ 108.45
01-00-4185-0000

*must be paid prior to recording of the final plat

Parkland Dedication Fee in Lieu

6 27-00-4705-0000 \$ 10,320.00

*must be paid prior to recording of the final plat

TOTAL FEES TO BE PAID PRIOR TO RECORDING PLAT [5] [6] \$ 10,428.45

TOTAL FEES TO BE PAID PRIOR TO ISSUANCE OF A LAND DISTURBANCE PERMIT [1] [2] [2a] \$ 12,550.00

TOTAL FEES TO BE PAID PRIOR TO ISSUANCE OF A CONSTRUCTION PERMIT FOR PUBLIC IMPROVEMENTS [3] [4] \$ 39,260.16



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: 11/25/2024
SUBMITTED BY: Ryan Murdock DEPARTMENT: Administration
ITEM CATEGORY: Ordinance

TITLE / ISSUE / REQUEST

Award of Contract - Trash and Recycling Services for City Facilities

STRATEGIC PLAN GOAL / STRATEGY

Goal 2.2.1 Develop plans and guidelines that communicate and encourage high standards

FINANCIAL IMPACT

Award To: Constable Sanitation, Inc
Amount of Request/Contract: \$1,075/monthly
Amount Budgeted:
Funding Source/Account: 01-07-6850-1020

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
1/1/2025	12/31/2027

STAFF RECOMMENDATION:

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Bill 3932
2. Constable Proposal

BACKGROUND / JUSTIFICATION

Over the past two years, trash service for City facilities has continued to deteriorate, regardless of the amount of contacts made to the providing company. Bids were solicited upon the expiration of the current contract and Constable Sanitation was the only

responsive bidder. Constable has agreed to provide significantly more services than our previous contractor. As a part of this contract, Constable will provide twice weekly pickups of trash (compared to just once a week previously), once a week recycling pickups (previously not offered), on call haul-off when necessary, and will replace current containers at City Hall and the RAC with slightly smaller commercial containers in order to allow the doors to fully close. Based on the responsiveness of Constable with our resident trash service and our solid working relationship with the company, staff recommends approval of the contract.

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH CONSTABLE SANITATION, INC. FOR THE TRASH AND RECYCLING SERVICES OF CITY FACILITIES AND PROVIDE ON-CALL ROLL-OFF SERVICE IN THE AMOUNT OF \$12,900.00 FOR 2025 WITH TWO ONE YEAR RENEWALS AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS."

WHEREAS, the City of Raymore has multiple buildings that require trash and recycling services; and,

WHEREAS, bids for these services were received on October 24, 2024; and,

WHEREAS, Constable Sanitation 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 directed to enter into a contract in the amount of \$12,900.00 with Constable Sanitation, Inc. for the trash and recycling services of all City facilities, attached as Exhibit A.

Section 2. The City Manager is authorized to approve change orders for this project within established budget constraints.

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

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

DULY READ THE FIRST TIME THIS 25TH DAY OF NOVEMBER, 2024.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 9TH DAY OF DECEMBER, 2024, BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Baker
Councilmember Barber
Councilmember Burke III
Councilmember Circo
Councilmember Engert
Councilmember Holman
Councilmember Mills

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature

PROPOSAL FORM A

RFP 24-004

PROPOSAL VALIDITY AND COMMITMENT TO SIGN AGREEMENTS

I (authorized agent) George Constable having authority to act on behalf of (Company name) Constable Sanitation, Inc. do hereby acknowledge that (Company name) Constable Sanitation, 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: Constable Sanitation, Inc.

ADDRESS: P.O. Box 2531
Street

ADDRESS: Lee's Summit MO 64063
City State Zip

PHONE: 816-204-1192

E-MAIL: u1oad-wehaul@yahoo.com

DATE: 10/23/2024
(Month-Day-Year) Signature of Officer/Title

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

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

Check One:

_____ MBE (Minority Owned Enterprise)

_____ WBE (Women Owned Enterprise)

_____ Small Business

PROPOSAL FORM B

RFP 24-004

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 the 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 24-004

EXPERIENCE / REFERENCES

To be eligible to respond to this RFP, every bidder must be in business for a minimum of one (1) year 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, not including the City of Raymore.

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

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

COMPANY NAME	Lippert Mechanical
ADDRESS	1215 W 12 th St Kansas City, mo 64101
CONTACT PERSON	Jeff Lippert
CONTACT EMAIL	jlippert@lippertmechanical.com
TELEPHONE NUMBER	816-215-6845
PROJECT, AMOUNT AND DATE COMPLETED	Roll off containers, \$15,000/mo, ongoing

COMPANY NAME	All-Pro Concrete
ADDRESS	2505 SE Outer Rd Harrisonville mo 64701
CONTACT PERSON	Jon Gerke
CONTACT EMAIL	proconcrete52@gmail.com
TELEPHONE NUMBER	816-695-4147
PROJECT, AMOUNT AND DATE COMPLETED	Roll off Containers, \$3,000/mo, ongoing

COMPANY NAME	Custom Concrete & Excavation
ADDRESS	529 NW 189 th Rd. Kingsville, mo 64061
CONTACT PERSON	Cameron Bell
CONTACT EMAIL	cbell559@gmail.com
TELEPHONE NUMBER	352-410-4522
PROJECT, AMOUNT AND DATE COMPLETED	Roll offs, \$6,000/mo, ongoing

COMPANY NAME	The City of Greenwood
ADDRESS	709 W Main St Greenwood, mo 64034
CONTACT PERSON	Travis Walker
CONTACT EMAIL	twalker@greenwoodmo.com
TELEPHONE NUMBER	816-537-6969
PROJECT, AMOUNT AND DATE COMPLETED	(8) yard and (6) yard once per week additional dumps on call, ongoing

COMPANY NAME	HOA - Raintree
ADDRESS	825 SW Raintree Dr. Lee's Summit, mo 64082
CONTACT PERSON	Rachelle Vandiver
CONTACT EMAIL	manager@rlpoa.com
TELEPHONE NUMBER	816-537-7576
PROJECT, AMOUNT AND DATE COMPLETED	3-(2) yard twice per week, ongoing

State the number of Years in Business: 15 years

State the current number of personnel on staff: 55

PROPOSAL FORM D

RFP 24-004

Proposal of Constable Sanitation, Inc., organized and
(Company Name)
existing under the law of the State of Missouri, doing business
as Constable Sanitation Inc(*)

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. 24-004 – City Facility Trash and Recycling Services.

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

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

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

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

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

BID PROPOSAL FORM E – Project No. 24-004

CITY FACILITY TRASH AND RECYCLING SERVICES

1. Monthly fee for trash/recycling services:

Item No.	Description	Unit	Costs 2025	Costs 2026	Costs 2027
1	DUMPSTER SERVICE and RECYCLING - TWICE WEEKLY PICKUP				
	1. City Hall	Monthly	\$240	\$245	\$250
	2. Public Works	Monthly	\$215	\$220	\$225
	3. Raymore Activity Center	Monthly	\$240	\$245	\$250
	4. Centerview	Monthly	\$190	\$195	\$200
	5. Animal Control	Monthly	\$190	\$195	\$200
2	Charge for extra lift - any building	Each Call	\$40	\$40	\$40
3	20-yard on-call dumpster	Each Call	\$605	\$605	\$605
4	30-yard on-call dumpster	Each Call	\$425	\$435	\$445
5	40-yard on-call dumpster	Each Call	\$475	\$485	\$495

TOTAL COST ANNUAL TRASH/RECYCLING FOR ALL BUILDINGS:

2025	2026	2027
\$1,075	\$1,100	\$1,125

2. Other additional Fees:

Any additional fees to be charged: \$ N/A

Describe additional charges: See Attached

3. Recyclables Listing

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

Containers:

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

Plastics:

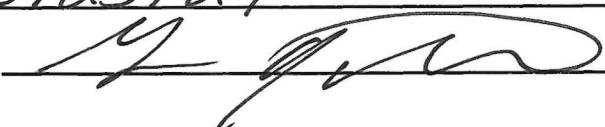
- ☒ PET soda, milk, water, and flavored beverage bottles (#1 clear and green plastic resin)
- ☒ HDPE detergent and fabric softener containers (#2 colored plastic resin)
- ☒ PVC narrow neck containers only (#3 plastic resin); examples include health and beauty aid products, household cleaners
- ☒ LDPE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

Paper:

- ☒ Newspaper, including inserts (remove plastic sleeve)
- ☒ Magazines, catalogs 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
- ☒ Paperback books (does not include hardcover books)
- ☒ Cardboard (no waxed cardboard)
- ☒ Telephone Books

BID OF: Constable Sanitation
(Firm Name)

DATE: 10/23/24

SIGNATURE: 

Raymore City Trash and Recycling Notes

- Pricing includes up to 4 tons on 30 yd roll-off and up to 5 tons of 40 yd roll-offs
- With an additional cost of \$50 per ton. The tonnage at parks and recreation should rarely go over tonnage and public works only if loaded with heavy materials
- 20 yd is unlimited weight as long as level full. We anticipate this container to weigh around 15 tons and will provide heavy duty container
- Raymore activity center has a larger container then listed. We will provide 2- 2 yard containers to easily allow doors to close
- City hall will be changed to 2- 2 yard containers to easily allow doors to close
- Commercial containers will be collected Tuesday and late Thursday
- Recycling will be collected on Thursdays
- Roll-offs will be dumped and returned within 32 hours of email or call
- Direct Contact Person is
Ashley Edgmon
(816)525-4123

womenowneddumpsters@gmail.com

Holiday Schedule

- New Years Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

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

Name/Contractor: Constable Sanitation, Inc.

Company: Constable Sanitation, Inc.

Address: P.O. Box 2531 Lee's Summit, MO 64063

- 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 #24-004.
- 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.

Constable Sanitation, Inc.
Company Name

[Signature]
Signature

Name: George Constable

Title: Owner

STATE OF Missouri COUNTY OF Jackson

Subscribed and sworn to before me this 24 day of October, 2024.

Notary Public: [Signature]

My Commission Expires: 10/20/2025



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

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



Company ID Number: 680605

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

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

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

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.



Company ID Number: 680605

Approved by:

Employer Constable Sanitation	
Name (Please Type or Print) George J Constable	Title
Signature Electronically Signed	Date 06/11/2013
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 06/11/2013



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: 12/9/2024

SUBMITTED BY: David Gress

DEPARTMENT: Development Services

ITEM CATEGORY: Ordinance

TITLE / ISSUE / REQUEST

Original Town Alleyway Vacation (public hearing)

STRATEGIC PLAN GOAL / STRATEGY

2.2.3 Value and protect natural resources and green spaces

FINANCIAL IMPACT

Award To:

Amount of Request/Contract:

Amount Budgeted:

Funding Source/Account:

PROJECT TIMELINE

Estimated Start Date

Estimated End Date

STAFF RECOMMENDATION:

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission: Planning and Zoning Commission

Date: 12/3/2024

Action/Vote: Approval, 7-0

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Bill 3933
2. Staff Report
3. Property Survey
4. Site Photographs
5. Photos Submitted by Applicant

BACKGROUND / JUSTIFICATION

Beth Plunkett (105 E. Olive Street) and Pamela Hatcher (303-307 S. Washington Street) have jointly filed applications requesting to vacate approximately 120 feet of right-of-way located within the existing alleyway abutting their properties along E. Olive Street, between S. Washington Street and S. Franklin Street in the Original Town Neighborhood. The applicants are requesting to vacate the portions of the alleyway abutting their properties and to subsequently take ownership of the area within the alleyway.

The City does have an existing water line located within the alleyway, in addition to other private overhead utilities. If approved, a utility easement would be granted by the applicants to provide access similar to all other utility easements within the City.

At their December 3, 2024, meeting, the Planning and Zoning Commission voted 7-0 to accept the proposed findings of fact and forward the request to the City Council with a recommendation of approval.

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, VACATING A PORTION OF THE ALLEY RIGHT-OF-WAY LOCATED IN BLOCK 14 OF THE ORIGINAL PLAT OF THE CITY OF RAYMORE, CASS COUNTY, MISSOURI."

WHEREAS, it has been shown to the City Council of the City of Raymore, Missouri, that the owners of land adjacent to and abutting the alley between Washington Street and Franklin Street from Olive Street, approximately 120-feet south from the existing right-of-way line, have petitioned the City Council to vacate right-of-way as a public alley; and,

WHEREAS, the Planning and Zoning Commission held a public hearing regarding the proposed right-of-way vacation on December 3, 2024, and has made a recommendation of approval to vacate the alley right-of-way; and,

WHEREAS, the City Council held a public hearing regarding the proposed right-of-way vacation on December 9, 2024, and determined the proposed vacation is in the best interest of the City.

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

Section 1. The City Council vacates the following platted right-of-way:

The north one-hundred and twenty feet (120') of the fourteen-foot alleyway located in Block 14 of the Original Plat of the City of Raymore, Missouri.

Section 2. Easement Rights. A utility easement is provided over the entire vacated right-of-way for the purpose of public and private utilities to have use and access rights to the former right-of-way.

Section 3. Acceptance of Finding. The City Council makes the findings of fact and accepts the recommendation of the Planning and Zoning Commission.

Section 4. Reversionary Rights. The statutory right of reversion in the owners of the abutting property is 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 5. Recordation of Vacation. The City Council authorizes and directs the City Manager and City Clerk to evidence approval of the vacation of the right-of-way identified herein executing a Vacation of Right-of-Way in recordable format and to record the same with the Cass County Recorder of Deeds.

Section 6. Effective Date. The effective date of approval of this Ordinance shall be coincidental with the Mayor's signature and attestation by the City Clerk.

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

DULY READ THE FIRST TIME THIS 9TH DAY OF DECEMBER, 2024.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 23RD DAY OF DECEMBER, 2024, BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Baker
Councilmember Barber
Councilmember Burke III
Councilmember Circo
Councilmember Engert
Councilmember Holman
Councilmember Mills

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature

ORIGINAL TOWN OF RAYMORE BLOCK 14 ALLEY VACATION

APPLICANT -

Property Owners: Mary Beth Plunkett
Pam Hatcher/HFI Properties, LLC

PROJECT LOCATION

105 E Olive Street
303-307 Washington Street

REQUESTED ACTION

Alley Right of Way
Vacation

PROJECT NARRATIVE

An application was filed requesting the partial vacation of the 14' alleyway/ROW abutting Lots 5-10 of Block 14 within the Original Town of Raymore.



ZONING AND LAND USE SUMMARY -

EXISTING ZONING

"R-1/OT" Single Family Residential/Original Town Overlay District

SURROUNDING ZONING & LAND USE

North: "R-1/OT" Single Family Residential/Original Town Overlay, "C-1/OT" Neighborhood Commercial
South: "R-1/OT" Single Family Residential/Original Town Overlay, "C-1/OT" Neighborhood Commercial
East: "R-1/OT" Single Family Residential/Original Town Overlay
West: "C-1/OT" Neighborhood Commercial/Original Town Overlay

TOTAL ROW AREA

1,674 square feet 0.04 acres

INFORMATIONAL NOTICES OR MEETINGS -

NOTICE	DATE
Public Hearing Notice	- Planning & Zoning Commission - October 30, 2024 North Cass Herald - City Council - November 21, 2024 North Cass Herald
Mailed Neighbor Notices	11 Notices mailed within 185' - November 1, 2024

PAST PLANNING ACTIONS -

- The Original Plat of the City of Raymore was recorded in 1912.
- All 20 blocks in the Original Plat of Raymore contain a fourteen-foot wide, north-south oriented alley.
Of the 20 original alleyways that were platted with Original Town, 3 have been vacated by the City, and turned back over to the adjacent property owners:
 - **Block 3 - First Baptist Church**, approved May 2003 to accommodate expansion of the church facility
 - **Block 6 - Presbyterian Church**, County/City GIS shows the alley as formally vacated, but no records found as to the date of vacation
 - **Block 8 - City of Raymore/TB Hanna Station Park**, approved July 2020 to accommodate the development of TB Hanna Station Park.
- In 2003, a request from the First Baptist Church to vacate Adams Street between Maple Street and 58 Highway was denied by the City Council.
- The property located at 303-307 S. Washington Street was built and completed in the 1970s.
- A Lot Split of Lots 8-10 of Block 14 was approved in 1998, which created the property at 105 E. Olive Street (attached). The home located at 105 E. Olive Street was built and completed in January of 2000.

STAFF COMMENTS -

PLANNING AND ZONING:

- Section 530.010 of the Code provides for the method of vacating a public street or alleyway.
 - **A.** The City of Raymore shall have exclusive control over its public highways, streets, avenues, alleys, public places or any other public ways and shall have exclusive power to vacate, abandon or change any public highway, street, avenue, alley or public place or part of. The word "street" shall be used to include all such public ways and places as listed above. It shall also include the entire right-of-way, both the improved and unimproved areas. The term "public highway" shall also include any part of a State highway under local control and maintenance.
- The alleyway in its current condition is unimproved, containing only grassy areas, not necessarily appropriate for vehicular traffic.
- Only a few portions of the platted alleys in Original Town have been improved for use by vehicles (paved, gravel etc...). The areas within the alleyways are predominately grassy, contain overgrowth/scrub brush, or contain trees.
- Many of the alleyways were observed to contain potential encroachments, and/or non-conforming setbacks for accessory structures (sheds, garages, etc...). A number of the alleyways also contain trees that significantly prevent access through them.
- There are overhead utilities (electrical; cable) and underground utilities (water main) located in the alley right-of-way in Block 14. An easement will be provided over the vacated alley right-of-way to allow utilities access for maintenance purposes.
- When right-of-way is vacated, the statutory right of reversion in the owners of the abutting property allows for the vacated area to be divided evenly among adjoining property owners. The applicants/property owners have indicated their intent to obtain the area in terms of ownership and maintenance.

- The City does not maintain the alleyways within Original Town, and they must be mowed and maintained by the adjoining property owners. Vacation of the alleyway would not change the maintenance responsibilities of the adjoining property owners.
- Many of the original lots within Original Town have been replatted, subdivided etc... over time to support new construction, additions, demolitions etc.... Many of the homes/parcels in Original Town include 2-3 "original" lots
- The Original Town Neighborhood Plan was adopted in 2009 for the Original Town Neighborhood. Page 21 of the plan provides the following regarding the alleyways:
 - *"Down the center of each block is a platted fourteen foot alleyway running north to south; however, none of these alleys are presently maintained by the City. In most cases, the alleyways are grassy open space and there are no curbs cuts for access. In a few cases, the alleys contain informal driveways used for parking vehicles".*
- The Original Town Neighborhood Design Guidelines would generally recommend that *"Alleyways should not be vacated and should be utilized for site access where compatible with residential development"*.
 - The adjoining properties are not generally compatible to promote the use of the shared alleyway abutting their properties. Access to the commercial property is gained directly from Washington Street, and there are no parking areas located on the commercial property that are accessible via the alleyway. The residential property has direct driveway access to Olive Street.

PUBLIC WORKS & ENGINEERING:

- The City does not maintain the alleyways with the exception of the water lines/meters that run through them. Generally, sanitary sewer lines run along the public streets, and the City's public water mains run parallel along the alleyways. If vacated, an easement will be granted in order to provide access to the City's water main and meters, similar to any other utility easement in the City.
- There is an existing fire hydrant located on Olive Street within the alley right-of-way that could impede access to the alleyway for larger vehicles, causing a potential encroachment onto other private properties.

- The overhead utilities (electric, cable etc...) would be accessible through the utility easement if needed, similar to any other utility easement in the City.
- If approved, the remaining alley south of the proposed vacation will remain intact as an alley/ROW, which would allow access to the rear of the abutting properties, when needed, via Plum Street. A gravel drive currently exists along Plum Street on the south side of Block 14, which provides access into the alleyway, if necessary.
- The alleyways are not assigned a directional traffic flow, meaning traffic can move in both directions, north and south.

FINDINGS OF FACT -

Under 530.010 of the City Code, the City Council is directed concerning its actions in the deliberations of a utility easement vacation request, in that the following findings of fact shall be met:

1. No vacation of a street shall take place, unless the consent of the persons owning two-thirds (2/3) of the property immediately adjoining has been obtained in writing, which consent shall be acknowledged before a Notary Public and filed for record with the Cass County Recorder of Deeds. If the street is vacated, all title shall vest in the person owning the property on each side in equal proportions according to the length or breadth of such ground, as the same may border on such street.

All required consent of the property owners immediately adjoining area requested to be vacated has been obtained in writing with the submittal of the application. The request directly abuts 2 parcels (105 E. Olive Street, and 303-307 S. Washington). Both property owners have jointly filed an application to request the vacation of the alleyway, and both property owners are jointly prepared to take ownership of the requested areas. If approved, the statements of consent will be filed with the Cass County Recorder of Deeds.

2. No public street shall be vacated until it has been submitted to the Planning Commission at a public hearing, for recommendation to the City Council.

The Planning and Zoning Commission will hold a public hearing on the requested vacation on November 19, 2024. City staff published the required public hearing notices in accordance with the Unified Development Code, and mailed meeting notices to 11 property owners within 185' of the area in question.

3. After holding a public hearing the City Council, by a majority vote, may approve or disapprove the vacation.

The City Council will hold a public hearing on the requested vacation on December 9, 2024. City staff published the required public hearing notices in accordance with the Unified Development Code, and mailed meeting notices to 11 property owners within 185' of the area in question.

PROJECT REVIEW SCHEDULE

COUNCIL, COMMISSION OR BOARD	ACTION	DATE
Planning & Zoning Commission	Public Hearing/Recommendation	November 19, 2024
City Council (1st Reading)	Public Hearing	December 9, 2024
City Council (2nd Reading)	Final reading	December 23, 2024

STAFF RECOMMENDATIONS -

City Staff recommends the Planning and Zoning Commission accept the staff proposed findings of fact and forward Case No. 24022 Original Town Block 14 Alley Vacation for Lots 5-10 to the City Council with a recommendation of approval. The recommendation is subject to the following conditions:

- The City shall retain, from the property owners, a 14' U/E Utility Easement for the portions of the alley right-of-way being vacated for the purpose of accessing and maintaining the water lines and other utilities currently located on the property.

PROJECT ATTACHMENTS -

1. Property Survey
2. Site Photographs
3. Photo Submitted by Applicant

PLANNING COMMISSION ACTION
11/19/2024 -

The Planning and Zoning Commission, at their November 19, 2024 meeting, voted 6-0 to continue the public hearing on the application to their next meeting when a full Commission could be present.

PLANNING COMMISSION ACTION
12/3/2024 -

The Planning and Zoning Commission, at their December 3, 2024 meeting, voted 7-0 to accept the staff proposed findings of fact and forward Case No. 24022 Original Town Block 14 Alley Vacation for Lots 5-10 to the City Council with a recommendation of approval, subject to the conditions as presented by staff.

Description: Total Tract

Lots 8, 9, and 10, of Block 14 in the Original Town of Raymore, Cass County, Missouri, as previously platted and recorded.

Unofficial Copy

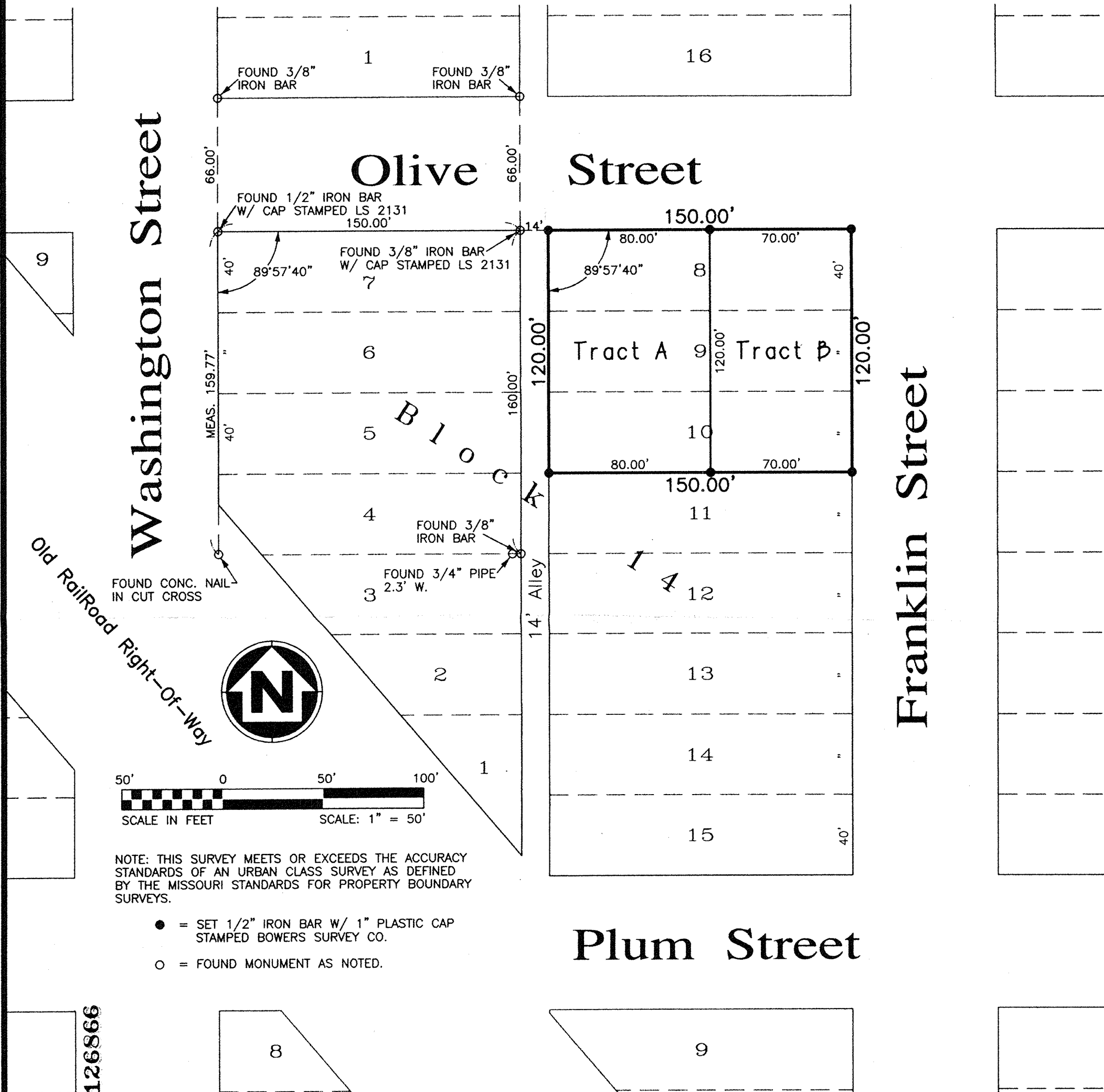
Lot Split

Description: Tract A

The West 80 feet of lots 8, 9, and 10, of Block 14 in the Original Town of Raymore, Cass County, Missouri, as previously platted and recorded.

Description: Tract B

Lots 8, 9, and 10, of Block 14 in the Original Town of Raymore, Cass County, Missouri, as previously platted and recorded, except the West 80 feet thereof.



NOTE: THIS SURVEY MEETS OR EXCEEDS THE ACCURACY STANDARDS OF AN URBAN CLASS SURVEY AS DEFINED BY THE MISSOURI STANDARDS FOR PROPERTY BOUNDARY SURVEYS.

- = SET 1/2" IRON BAR W/ 1" PLASTIC CAP STAMPED BOWERS SURVEY CO.
- = FOUND MONUMENT AS NOTED.

THIS PLAT OF SURVEY WAS PREPARED FOR LYNETTE HUBERT AND IS EXPRESSLY FOR HER USE AND SAID PLAT OF SURVEY SHALL NOT BE TRANSFERRED TO PARTIES OTHER THAN THOSE HAVING A DIRECT INTEREST IN THE SUBJECT PREMISES AS OF THE DATE OF ISSUANCE OF THIS SURVEY, THE UNDERSIGNED REGISTERED LAND SURVEYOR HEREBY STATES THAT HE HAS COMPLETED A SURVEY OF THE ABOVE DESCRIBED PREMISES AND ALL MEASUREMENTS SHOWN, ANGULAR AND LINEAR, WERE MEASURED ON THE GROUND AND MONUMENTS WERE SET OR FOUND AS SHOWN. THIS PLAT OF SURVEY HAS BEEN PREPARED FROM INFORMATION COMPILED IN THE FIELD AND OFFICE IN COMPLIANCE WITH THE CURRENT MISSOURI MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS AS ADOPTED BY THE MISSOURI BOARD FOR ARCHITECTS, PROFESSIONAL ENGINEERS AND LAND SURVEYORS.

STATE OF MISSOURI
COUNTY OF CASS
RECORDED INSTRUMENT

98 MAR -6 A 8:16.9

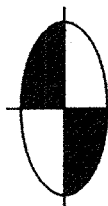
RECORDED IN BOOK PAGE 20
JOHN KOHLER, RECORDER

DEPUTY

COPIES 5
GIVE USER FEE: 13
TOTAL \$58

FOR: LYNETTE HUBERT

RAYMORE, MISSOURI



BOWERS SURVEY COMPANY

110 SOUTH INDEPENDENCE P.O. BOX 71
HARRISONVILLE, MISSOURI 64701
PHONE (816) 380-4821
FAX (816) 380-4635

SECTION	TOWNSHIP	RANGE	COUNTY	STATE	DATE	JOB NO.
15	46	32	CASS	MISSOURI	1/26/96	14702-98
DRAWING NO.	13539F.DWG	DRAWN BY:	GB	CHECKED BY:		

JERRELL T. BOWERS MO LS 1733

Mike Miedsker, Recorder of Deeds
Cass County, Missouri

Description: Total Tract

Lots 8, 9, and 10, of Block 14 in the Original Town of Raymore, Cass County, Missouri, as previously platted and recorded.

Unofficial Copy

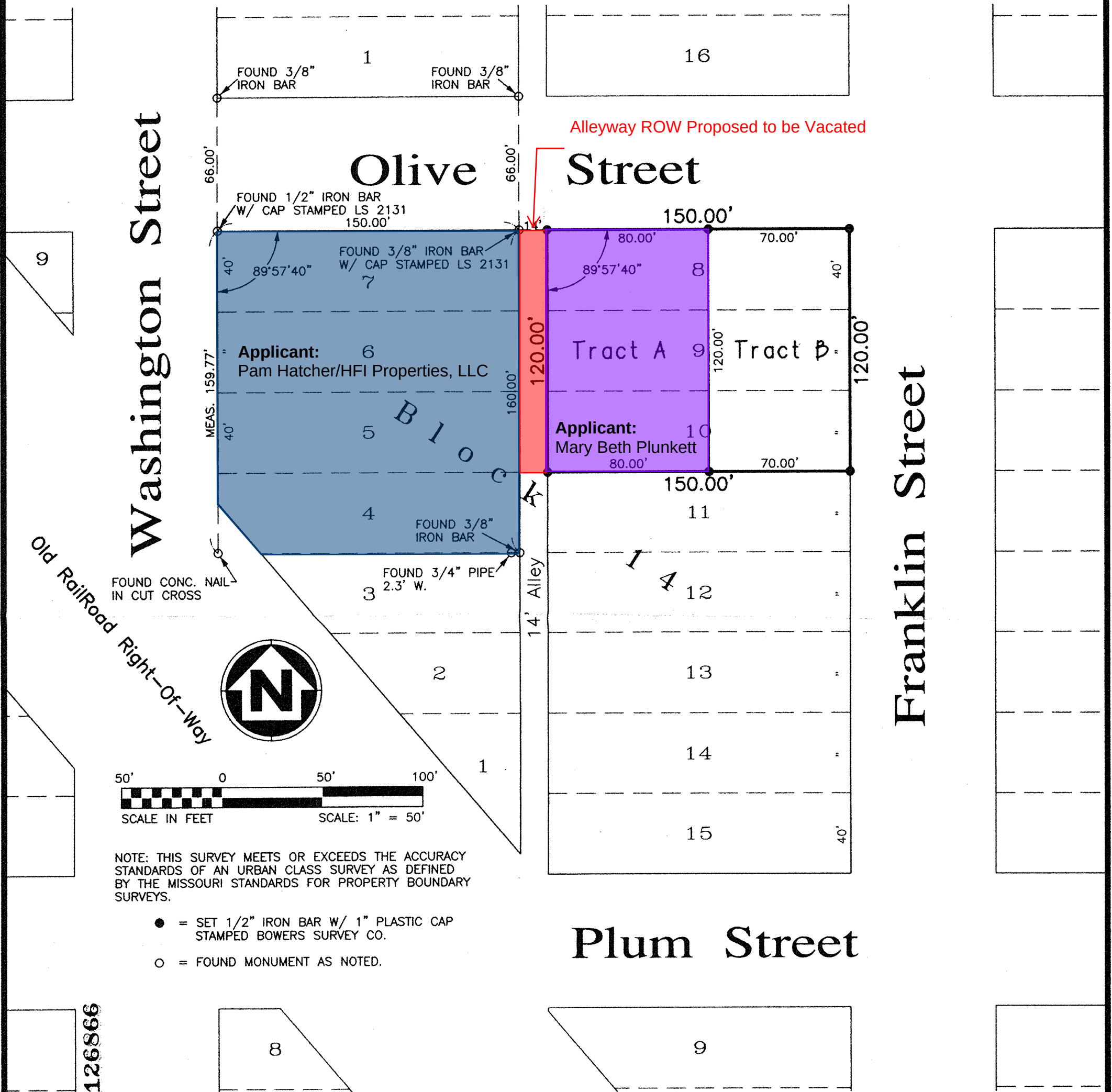
Lot Split

Description: Tract A

The West 80 feet of lots 8, 9, and 10, of Block 14 in the Original Town of Raymore, Cass County, Missouri, as previously platted and recorded.

Description: Tract B

Lots 8, 9, and 10, of Block 14 in the Original Town of Raymore, Cass County, Missouri, as previously platted and recorded, except the West 80 feet thereof.



126866

THIS PLAT OF SURVEY WAS PREPARED FOR LYNETTE HUBERT AND IS EXPRESSLY FOR HER USE AND SAID PLAT OF SURVEY SHALL NOT BE TRANSFERRED TO PARTIES OTHER THAN THOSE HAVING A DIRECT INTEREST IN THE SUBJECT PREMISES AS OF THE DATE OF ISSUANCE OF THIS SURVEY, THE UNDERSIGNED REGISTERED LAND SURVEYOR HEREBY STATES THAT HE HAS COMPLETED A SURVEY OF THE ABOVE DESCRIBED PREMISES AND ALL MEASUREMENTS SHOWN, ANGULAR AND LINEAR, WERE MEASURED ON THE GROUND AND MONUMENTS WERE SET OR FOUND AS SHOWN. THIS PLAT OF SURVEY HAS BEEN PREPARED FROM INFORMATION COMPILED IN THE FIELD AND OFFICE IN COMPLIANCE WITH THE CURRENT MISSOURI MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS AS ADOPTED BY THE MISSOURI BOARD FOR ARCHITECTS, PROFESSIONAL ENGINEERS AND LAND SURVEYORS.

STATE OF MISSOURI
COUNTY OF CASS
CERTIFIED INSTRUMENT RECORDED

98 MAR -6 A 8:16.9

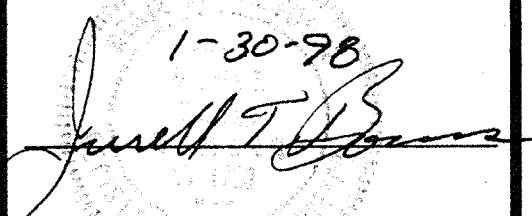
RECORDED IN BOOK PAGE 20
JOHN KOHLER, RECORDER

DEPUTY

COPIES 5
GIVE USER FEE: 13
TOTAL \$58

FOR: LYNETTE HUBERT			RAYMORE, MISSOURI			
 BOWERS SURVEY COMPANY						
110 SOUTH INDEPENDENCE P.O. BOX 71 HARRISONVILLE, MISSOURI 64701 PHONE (816) 380-4821 FAX (816) 380-4635						
SECTION	TOWNSHIP	RANGE	COUNTY	STATE	DATE	JOB NO.
15	46	32	CASS	MISSOURI	1/26/96	14702-98
DRAWING NO. 13539F.DWG			DRAWN BY: GB		CHECKED BY:	

1-30-98



JERRELL T. BOWERS MO LS 1733

Mike Miedsker, Recorder of Deeds
Cass County, Missouri

ORIGINAL TOWN OF RAYMORE BLOCK 14 ALLEY VACATION SITE PHOTOS



Aerial view looking east from Washington Street (Nearmap)



Aerial View looking north from Plum Street (Nearmap)



Aerial view looking south from Olive Street (Nearmap)



View looking south along the alley from Olive Street (applicant's properties shown on left and right).



View looking north at the portion of the alleyway requested to be vacated (applicant's properties shown on left and right).



View looking north along the alleyway from Plum Street, showing existing gravel drive access.































CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: 12/9/2024
SUBMITTED BY: Trent Salsbury DEPARTMENT: Engineering
ITEM CATEGORY: Ordinance

TITLE / ISSUE / REQUEST

Award of Contract - Operations Haul-Off Project

STRATEGIC PLAN GOAL / STRATEGY

2.2.3 Value & protect natural resources and green spaces

FINANCIAL IMPACT

Award To: Terry Snelling Construction
Amount of Request/Contract: \$30,000.00
Amount Budgeted: \$30,000.00
Funding Source/Account: Fund 05

PROJECT TIMELINE

Estimated Start Date
1/6/2025

Estimated End Date
4/28/2025

STAFF RECOMMENDATION:

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Bill 3926
2. Contract

BACKGROUND / JUSTIFICATION

The Operations Haul-Off project primarily consists of removal of debris from the Public Works facility, an area that is approximately 23,000 square feet. The debris to haul off is primarily dirt, concrete rubble and asphalt debris, but also includes other miscellaneous

materials (no household hazardous waste).

Bids were received for the Operations Haul-Off project on November 6, 2024, as follows:

Terry Snelling Construction	\$37,820.00
Constable Sanitation	\$95,000.00
Harvey Brothers Trucking & Wrecking	\$123,900.00

Because of budget limitations, staff worked with Terry Snelling Construction to revise the contract to fit the budget. The revised bid amount was \$30,000.00, in which brush haul-off was removed from the contract. Terry Snelling Construction, Inc. is determined to be the lowest and best bidder in the amount of \$30,000.00.

BILL 3926

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 OPERATIONS HAUL-OFF PROJECT, CITY PROJECT NUMBER 25-007, IN THE AMOUNT OF \$30,000.00 AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS."

WHEREAS, the Operations Haul-Off Project was included in the 2025 Capital Budget; and,

WHEREAS, bids for this project were received on November 6,2024; and,

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 directed to enter into a negotiated contract in the amount of \$30,000.00 with Terry Snelling Construction, Inc. for the Operations Haul-Off Project, attached as Exhibit A.

Section 2. The City Manager is authorized to approve change orders for this project within established budget constraints.

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

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

DULY READ THE FIRST TIME THIS 9TH DAY OF DECEMBER, 2024.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 23RD DAY OF DECEMBER, 2024, BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Baker
Councilmember Barber
Councilmember Burke III
Councilmember Circo
Councilmember Engert
Councilmember Holman
Councilmember Mills

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature



CITY OF RAYMORE
CONTRACT FOR SERVICES

Operations Debris Haul-off Project

This Contract for the 2024 Operations Debris Haul-off Project, hereafter referred to as the **Contract** is made this 23rd day of December, 2024, 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 Rd., 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 December 23, 2024 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 25-007 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 **30** 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 \$30,000.00.

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

The City Manager has the authority for change orders.

ARTICLE IV CONTRACT PAYMENTS

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

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

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

Payment shall be made upon receipt of invoices presented in duplicate as outlined in Appendix B. For any payment of \$100,000.00 or greater, the City of Raymore will not issue payment by check and shall utilize a wire payment process. A wire transfer form will be provided to you as needed.

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

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

ARTICLE V INSURANCE REQUIREMENTS

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

ARTICLE VI DAMAGES/DELAYS/DEFECTS

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

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

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

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

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

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

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

ARTICLE VII RESPONSIBILITIES

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

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

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

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

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

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

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

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

Contract is subject to the State of Missouri Prevailing Wage Laws (Cass County Annual Wage 31) if the project is over \$75,000. The contractor shall include the provisions of this clause in all subcontracts for work to be performed by subcontractors under this contract so that provisions of this clause are binding upon subcontractors.

ARTICLE VIII CANCELLATION AND/OR TERMINATION OF AGREEMENT

With Cause – If Contractor fails to perform his duties as specified in this contract, the City through its appointed representative, shall notify the Contractor to correct

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

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

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

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

ARTICLE IX ARBITRATION

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

ARTICLE X WARRANTY

Contractor warrants that all workmanship shall be of good quality, in conformance with bid specifications and guarantee all materials, equipment furnished, and work performed for a period of two (2) years from the date of substantial completion as noted in the 2019 City of Raymore "Standard Contract Documents and Technical Specification & Design Criteria for Utility and Street Construction."

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

ARTICLE XI REQUIRED SAFETY TRAINING

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

ARTICLE XII
NOTICE OF PENALTIES FOR FAILURE
TO PROVIDE SAFETY TRAINING

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

ARTICLE XIII
AFFIDAVIT of WORK AUTHORIZATION

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

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

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

ARTICLE XIV
ENTIRE AGREEMENT

The parties agree that this constitutes the entire agreement and there are no further items or provisions, either oral or otherwise. Buyer agrees that it has not relied upon any representations of the 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: _____
Erica Hill, City Clerk

(CITY SEAL)

Terry Snelling Construction, Inc.

By: _____

Title: _____

Attest: _____

(SEAL)

APPENDIX A
SCOPE OF SERVICES AND SPECIAL PROVISIONS

Operations Debris Haul-off Project

ANTICIPATED SCOPE OF SERVICES:

The Operations Debris Haul-off project primarily consists of removal of debris from an area that is approximately 23,000 SF. The debris to haul off is primarily dirt, concrete rubble and asphalt debris, but also includes some other miscellaneous materials (no HHW and no tires). No restoration work will be required after removal.

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 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.

3. PROJECT COMPLETION AND SCHEDULE

Contractor shall complete work within **30** 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. ADDITIONAL REQUIREMENTS

- *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.

7. 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 the 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.

8. MEASUREMENT AND PAYMENT

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

9. ADDITIONAL INFORMATION

9.1 Project is tax exempt.

CITY OF RAYMORE, MISSOURI
RFP # 25-007

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. The Contractor shall not comply with requests and/or orders issued by an unauthorized individual. The Public Works Director will designate their authorized representatives in writing. Both the City of Raymore and the Contractor must approve any changes to the contract in writing.

B. Contract Period

Award of this contract is anticipated prior to the end of December, 2024.

C. Insurance

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

1. General Liability

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

Minimum Limits - General Liability:

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

2. Excess/Umbrella Liability

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

3. Automobile Liability

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

Minimum Limits - Automobile Liability:

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

4. Workers' Compensation

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

D. *Hold Harmless Clause*

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

E. *Exemption from Taxes*

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

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

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

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

Contractor agrees to pay all employees involved in this contract the required wages as listed in the prevailing Wage Order 30 for Cass County, Missouri, USA.

G. *Invoicing and Payment*

The Contractor shall submit invoices, in duplicate, for services outlined above in the scope of services. Certified payroll shall be submitted with each pay request or invoice. For any payment of \$100,000.00 or greater, the City of Raymore will not issue payment by check and shall utilize a wire payment process. A wire transfer form will be provided to you as needed.

Invoices shall be based on the following schedule:

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

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

H. *Cancellation*

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

I. *Contractual Disputes*

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

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

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

J. *Severability*

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

K. *Applicable Laws*

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

L. *Drug/Crime Free Work Place*

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

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

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

M. *Inspection*

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

N. *No Escalation of Fees*

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

O. *Safety Training*

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

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

The contract resulting from this solicitation is subject to the State of Missouri Prevailing Wage Law (Cass County Wage Order 31). The Contractor shall include the provisions of this clause in all subcontracts for work to be performed by subcontractors under this contract so that provisions of this clause are binding upon subcontractors.

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

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

Q. *Permits/Certificates*

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

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

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

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

R. *Mobilization, Bonds and Insurance*

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

Payment shall be made on the following schedule.

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

S. *Bid Bond*

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

T. *Performance Bond*

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

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

U. Payment Bond

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

V. Maintenance Bond

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

W. Rejection of Bids

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

X. Release of Information

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

Y. American Products

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

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

Z. Affidavit of Work Authorization and Documentation

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

* submitting the attached AFFIDAVIT OF WORK AUTHORIZATION and

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

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

PROPOSAL FORM A
RFP 25-007

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 of 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: terry@terrysnellingconstruction.com

DATE: 11-6-2024
(Month-Day-Year)

Terry S. Snelling
Signature of Officer/Title Pres.

DATE: 11-6-2024
(Month-Day-Year)

Kelly L. Snelling
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 25-007

CONTRACTOR DISCLOSURES

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

1. Has the Firm been debarred, suspended or otherwise prohibited from doing business with any federal, state or local government agency, or private enterprise? Yes ____ No ☒
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 the same.

1. The Firm will possess all applicable professional and business licenses required for performing work in Raymore, Missouri.
2. The Firm satisfies all bonding and insurance requirements as stipulated in the solicitation for this project.
3. The Firm and all subcontractors that are employed or that may be employed in the execution of the Contract Work shall be in full compliance with the City of Raymore requirements for Workers' Compensation Insurance.
4. If awarded the Contract Work, the Firm represents that it will not exceed its current bonding limitations when the Contract Work is combined with the total aggregate amount of all unfinished work for which the Contractor is responsible.
5. The Firm represents that it has no conflicts of interest with the City of Raymore if awarded the Contract Work, and that any potential conflicts of interest that may arise in the future will be disclosed immediately to the City.
6. The Firm represents the prices offered and other information submitted in connection with its proposal for the Contract Work was arrived at independently without consultation, communication, or agreement with any other offeror or competitor.

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

PROPOSAL FORM C

RFP 25-007

EXPERIENCE / REFERENCES

To be eligible to respond to this RFP, every bidder must be in business for a minimum of one (1) year 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, not including the City of Raymore.

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

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

COMPANY NAME	<i>Please see attached listing</i>
ADDRESS	
CONTACT PERSON	
CONTACT EMAIL	
TELEPHONE NUMBER	
PROJECT, AMOUNT AND DATE COMPLETED	

COMPANY NAME	
ADDRESS	
CONTACT PERSON	
CONTACT EMAIL	
TELEPHONE NUMBER	
PROJECT, AMOUNT AND DATE COMPLETED	

COMPANY NAME	
ADDRESS	
CONTACT PERSON	
CONTACT EMAIL	
TELEPHONE NUMBER	
PROJECT, AMOUNT AND DATE COMPLETED	

COMPANY NAME	
ADDRESS	
CONTACT PERSON	
CONTACT EMAIL	
TELEPHONE NUMBER	
PROJECT, AMOUNT AND DATE COMPLETED	

COMPANY NAME	
ADDRESS	
CONTACT PERSON	
CONTACT EMAIL	
TELEPHONE NUMBER	
PROJECT, AMOUNT AND DATE COMPLETED	

State the number of Years in Business: 22

State the current number of personnel on staff: 25

Terry Snelling Construction Inc

20004 E. Yocum Road
Independence, Missouri 64058

816-985-4507

terry@terrysnellingconstruction.com

Fax Line 816-796-9888

Contract Amount	Type of work	Completed	Location	Name and Address
\$667,000.00	2021 Curb Repair Program City of Raymore, Mo psmith@raymore.com	11/21	Raymore, MO	City of Raymore, Mo Paschal Smith 816-308-7917
\$1,200,000.00	Superior/Bowen- Belton Streets jbelger@superiorbowen.com	12/21	Superior/Bowen	Tim Mulvany 816-918-0196
\$175,000.00	Excelsior Springs Streetscape dodonnell@metroasphalt.net	10/22	Excelsior Springs Mo.	Metro Asphalt Dan Odonnell 816-564-4134
\$403,000.00	2022 Sidewalk & Curb Repair City of Liberty Mo jmartinez@libertymo.gov	7/22	Liberty, MO	City of Liberty Mo Joshua Martinez 816-439-4502
\$580,000.00	Centerview Phase II Boardwalk City of Raymore, Mo srulo@raymore.com	11/22	Raymore, MO	City of Raymore, Mo Steve Rulo 816-810-6744
\$300,000.00	Hardy Ave Sidewalks City of Indep, Mo smoore@indepmo.org	11/22	Indep. Mo	City of Independence Shane Moore 816-591-0710
\$500,000.00	Vaile Sidewalks Phase 1 City of Indep, Mo smoore@indepmo.org	8/23	Indep. Mo	City of Independence Shane Moore 816-591-0710
\$467,000.00	Riverside Missouri Curb and Trail thoover@riversidemo.gov	3/23	Raymore, Mo	City of Riverside Mo Travis Hoover PE
\$580,000.00	2022 Curb Repair Program City of Raymore, Mo psmith@raymore.com	3/23	Raymore, MO	City of Raymore, Mo Paschal Smith 816-308-7917
\$845,087.00	2023 Curb Repair Program City of Raymore, Mo psmith@raymore.com	9/23	Raymore, MO	City of Raymore, Mo Paschal Smith 816-308-7917
\$227,000.00	Fike 7 Hwy Concrete Pavement Asphalt Wizards Parrish Love parrish@asphaltwizards.com	12/23	Blue Springs, Mo.	Asphalt wizards Parrish Love 816-215-3082
\$120,000.00	Parkville Special Road District Terry Swearngen TerrySwearngen.psr@gmail.com	12/23	Parkville, Mo	Special Road District Terry Swearngen 816-313-9201
\$300,000.00	2nd Ave. Improvements Justin Likes jlikes@trekdesigngroup.com	6/23	Greenwood MO	Trek Design Justin Likes 816-678-2214

Missouri Department of Transportation
Patrick K. McKenna, Director

573.751.2551
Fax: 573.751.6555
1.888.ASK MODOT (275.6636)

October 21, 2024

Terry Snelling Construction, Inc.
20004 E Yocum Road
Independence, MO 64058

Dear Sir or Madam:

This is to acknowledge receipt of your Prequalification Contractor Questionnaire. As set forth in 7 CSR 10-15, your firm has been approved to bid as a prime contractor on highway projects **of any dollar amount**. The questionnaire submitted will be retained on file for one year, and will expire on 10/31/2025.

The Missouri Highways and Transportation Commission (the Commission) does not issue a gross qualification figure to prospective bidders. The lowest, responsive, responsible bidder for each project is determined by the Commission. The Commission reserves the right to reject any and all bids.

You have been assigned contractor vendor number **0012482**, to be used in the bidding process with MoDOT. In order to submit a bid on MoDOT road and bridge projects, you must have an active Bid Express account and a digital ID. Establishing a digital ID with Bid Express may take up to a week. A bidder must also download the current version of Expedite Bid software and the electronic bid submission (EBS) files from www.Bidx.com/mo/main.

All bidders are reminded that the Missouri Standard Specifications for Highway Construction Section 102 "Bidding Requirements and Conditions" includes important elements you should become familiar with prior to submitting a bid. Violation of this section is grounds to disqualify and reject bids by the Commission.

All successful bidders are required to remain in good standing with the Missouri Secretary of State to do business with the State of Missouri to be eligible to receive a contract for execution and during the performance of the contract.

MoDOT requires all successful bidders to be registered in MissouriBUYS. Registration with MissouriBUYS ensures prompt payment and allows vendors to update important information such as address changes or banking information. In addition, registration in MissouriBUYS allows contractors to view other bid opportunities with the State of Missouri. <https://missouribuys.mo.gov/supplier-registration>

Please note that MoDOT road and bridge bidding opportunities remain located in MoDOT's Online Plans Room. <https://www.modot.org/modot-online-plans-room>

If you have any questions pertaining to filing questionnaires or to expiration dates, please call Jennifer Smith at 573-751-8305.

Sincerely yours,



Brandi Baldwin, P.E.
State Construction and Materials Engineer



Our mission is to provide a world-class transportation system that is safe, innovative, reliable and dedicated to a prosperous Missouri.

www.modot.org

PROPOSAL FORM D

RFP 25-007

Proposal of TERRY SNELLING CONSTRUCTION INC, organized and
(Company Name)
existing under the laws of the State of Missouri, doing business
as Missouri (*) 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. 25-007 – Operations Debris Haul-off Project.

This work is to be performed in strict accordance with the Plans and Specifications, including addendum number(s) None, 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. 25-007**Operations Debris Haul-off Project****Base Bid**

Bid Items	Units	Estimated Quantities	\$/Units	Total
Mobilization, Bonds and Insurance	LS	1	1,000 ⁰⁰	\$ 1000 ⁰⁰
Debris Haul-off	LS	1	29,000 ⁰⁰	\$ 29,000 ⁰⁰
				\$
TOTAL BASE BID				\$30,000 ⁰⁰

*Excludes Small
Brush pile

Company Name TERRY SNELLING CONSTRUCTION INC

Total Base Bid for Project Number: 25-007

\$ 30,000.00

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

(\$ Thirty thousand dollars and ⁰⁰/100)

In the blank above write out the sum of the bid.

**BID PROPOSAL FORM E – RFP 25-007
CONTINUED**

Company Name TERRY SNELLING CONSTRUCTION INC

By 
Authorized Person's Signature

TERRY S. SNELLING

Print or type name and title of signer

ADDENDA

Bidder acknowledges receipt of the following addendum:

Addendum No. None

Addendum No. _____

Addendum No. _____

Addendum No. _____

Addendum No. _____

Addendum No. _____

Company Address 20004 E Yocum Rd
Independence, Mo. 64058

Phone 816-985-4507

Fax 816-796-9888

Email terry@terrysnellingconstruction.com

Date 11/6/2024

LATE BIDS CANNOT BE ACCEPTED!









CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: 12/9/2024

SUBMITTED BY: Jonathan Zerr

DEPARTMENT: Administration

ITEM CATEGORY: Ordinance

TITLE / ISSUE / REQUEST

Intergovernmental Cooperative Agreement for Water Services

STRATEGIC PLAN GOAL / STRATEGY

3.3.4 Ensure capital improvements, city plans and city regulations support economic development and priorities

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

1. Bill 3934
2. Agreement
3. Location Map

BACKGROUND / JUSTIFICATION

Belton and Raymore provide residents and customers with potable drinking water through their respective water supply systems. Mr. Mason Banks owns property within the

corporate limits of Belton which he is seeking to develop for his residential use. However, the property does not have access to Belton's water supply system or sanitary system. The property can be serviced by Raymore's water supply system through the construction of a private water line connecting to Raymore's water supply system. Mr. Banks has proposed to incur all of the costs associated with connecting to Raymore's water supply system. While the property does not have access to either Raymore's nor Belton's sanitary sewer system, Mr. Banks intends to construct the necessary private septic system. This agreement will memorialize the duties and obligations regarding the provision of public water service to the property if, and when, it is developed by Banks. It will authorize Raymore to provide water services to the property despite being within the jurisdictional boundaries of Belton. The City of Raymore has sufficient water capacity and pressure to provide services to the property owned by Mr. Banks.

Raymore and Belton have negotiated to cooperatively assist with the provision of the water services sought by Mr. Banks. Under the terms of the agreement, Raymore will provide water service to the property. Mr. Banks will incur all costs associated with the provision of water services to the property. Mr. Banks will be responsible for all costs of installation and any damages incurred. Mr. Banks will be charged for water service by Raymore pursuant to the adopted water usage fees. Belton will authorize and consent to the provision of water services to the property by Raymore. Intergovernmental agreements are authorized by Article VI, Section 16 of the Constitution of Missouri and by Section 70.220 of the Revised Statutes of Missouri. Under these authorities, any municipality or political subdivision of the State may cooperate under contract to provide a common service as provided by law. The agreement has been drafted in accordance with Missouri Constitution and Missouri Statutes in order to memorialize the agreement.

"AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF RAYMORE, MISSOURI, TO ENTER INTO AN INTERGOVERNMENTAL COOPERATIVE AGREEMENT WITH THE CITY OF BELTON, MISSOURI AND MASON BANKS FOR THE PROVISION OF EXTRA-TERRITORIAL WATER SERVICES."

WHEREAS, Article VI, Section 16 of the Constitution of Missouri and Section 70.220 of the Revised Statutes of Missouri, provide that any municipality or political subdivision of the State may cooperate under contract to provide a common service as provided by law; and,

WHEREAS, the City of Belton, Missouri, and the City of Raymore, Missouri, each provide water utility services to their respective resident customers; and,

WHEREAS, Mr. Mason Banks is seeking to develop property within the jurisdictional boundaries and service area of the City of Belton, Missouri, which does not have readily available access to water service lines owned, maintained, and controlled by the City of Belton, Missouri; and,

WHEREAS, the City of Raymore, Missouri, has water lines with sufficient capacity and pressure, and are more readily accessible to the property that Mr. Banks is seeking to develop; and,

WHEREAS, the City of Raymore, Missouri, and the City of Belton, Missouri, have agreed to cooperatively assist with the provision of water services to the property owned by Mr. Banks in that the City of Raymore will provide the water utility service within the jurisdictional service boundaries of the City of Belton with the authorization and consent of the City of Belton, Missouri; and,

WHEREAS, the parties have determined that it is in their best interests to enter into a written intergovernmental cooperative agreement ("Agreement") for the provision of water utility services to the property owned by Mr. Banks, and located within the jurisdictional service boundaries of the City of Belton.

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

Section 1. Approval of Agreement. The Agreement is hereby approved, a copy of which is attached hereto and incorporated herein as Exhibit "A".

Section 2. Authorization for Execution. The Mayor is hereby authorized and directed to execute the Agreement on behalf of the City pursuant to Section 4.4(e) of the Charter.

Section 3. Authorization for Implementation. The City Manager is authorized and directed to take all necessary steps under the Agreement to implement its terms.

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 9TH DAY OF DECEMBER, 2024.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 23RD DAY OF DECEMBER, 2024, BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Baker
Councilmember Barber
Councilmember Burke III
Councilmember Circo
Councilmember Engert
Councilmember Holman
Councilmember Mills

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature

COOPERATIVE AGREEMENT FOR WATER SERVICE

This Cooperative Agreement for Water Service (the “**Agreement**”) is entered into on this ____ day of _____ 2024, by and between the City of Belton, Missouri (“**Belton**”), the City of Raymore, Missouri (“**Raymore**”) and Mason Banks (“**Banks**”). Belton, Raymore, and Banks may be referred to collectively as the “parties” or individually as the “party”.

WHEREAS, both Belton and Raymore provide residents and customers with potable drinking water through their respective water supply systems; and

WHEREAS, the property currently owned by Banks in the corporate limits of the City of Belton, Missouri (the “**Property**”), more specifically described and illustrated in **Exhibit A**, does not have access to Belton’s water supply system or sanitary system; and

WHEREAS, the Property can be serviced by Raymore’s water supply system through Banks’s proposed construction of a private water line connecting to Raymore’s water supply system and while the Property does not have access to either Raymore’s nor Belton’s sanitary sewer system, Banks intends to construct the necessary private septic system(s); and

WHEREAS, in view of these circumstances, the parties desire to enter into this agreement to memorialize their duties and obligations regarding the provision of public water service to the Property if, and when, it is developed by Banks.

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements set forth herein, the receipt and sufficiency of which are acknowledged by the parties, Belton, Raymore, and Banks agree as follows:

Section 1. Access to Water Supply Systems. Public water service to the area shown on Exhibit A shall be provided by Raymore and the ordinances, rules, and regulations adopted and promulgated by the governing body of Raymore, including, but not limited to, those ordinances, rules, and regulations relating to billing, meter reading, water service shut-offs, and access to and inspection of facilities utilized to provide public water service. Raymore’s ability to provide public water service to the Property shall cease upon (1) receipt of written notice by Raymore from Belton confirming the extension of its water supply system to the Property and request to terminate further service within thirty (30) days, or (2) Banks subdivision of the Property into more than four (4) lots pursuant to the Unified Development Code of the City of Belton, Missouri. Belton hereby releases Raymore from any and all claims for compensation to which Belton may now or hereafter be entitled under the provisions of Chapter 247 of the Revised Statutes of Missouri or 7 U.S.C. 1926 in exchange for Raymore providing public water services to the tract of land shown on Exhibit A attached hereto for the time period provided herein.

Section 2. Construction and maintenance of facilities.

- (a) **Initial construction and ongoing maintenance.** Banks shall be solely responsible for the construction and maintenance of all facilities constructed under this Agreement necessary to provide public water service to the Property (the “**Facilities**”) and neither Belton nor Raymore will have any ownership interest or maintenance obligations in the Facilities. Banks agrees at all times to comply with the ordinances, statutes, rules, regulations, and other applicable laws regarding the construction and maintenance of the Facilities, including, but not limited to, the right-of-way management codes of Belton and Raymore should the construction of the Facilities require construction and placement of the Facilities within the public rights-of-way of either Belton or Raymore.
- (b) **Connection to Belton water supply system.** In the event that Raymore’s ability to provide the Property with public water service ceases either under **Section 1** of this Agreement or for some other reason and following receipt of written notice from Belton of either the extension of Belton’s water supply system or upon the proper approval of the necessary documents to subdivide the Property into more than four (4) lots, Banks shall within sixty (60) days of the either the written notice of proper approval complete all work necessary to and actually connect to Belton’s water supply system and disconnect from Raymore’s water supply system.

Section 3. Indemnification and Insurance.

- (a) **Indemnification.** Banks will defend and indemnify Belton and Raymore, its officers, elected representatives, and employees from any claims and liabilities (including reasonable attorneys’ fees and court costs) related to any third-party claim for property damage, personal injury, or death to the extent caused by gross negligence, recklessness, or intentional wrongful conduct of Banks or its contractors arising from this Agreement or the License (“**Claims**”); provided, however, that indemnification relating to personal injury of employees will not apply to any Claims made by Belton or Raymore’s employees that are covered under applicable workers’ compensation laws; and provided, further, that Banks’s indemnification obligations will not extend to liability to the extent caused by the negligence or willful misconduct by any Indemnatee.
- (b) **Insurance.** During the construction of the Facilities, Banks agrees to obtain and keep in force commercial liability insurance, naming both Belton and Raymore as additional insureds, in an amount not below the sovereign immunity cap outlined in Section 537.610 RSMo and as increased by the Director of the Department of Commerce and Insurance. For convenience, the 2024 sovereign immunity cap as calculated by \$3,370,137 for claims arising out of a single accident or occurrence and \$505,520 for any one person in a single accident or occurrence.

(c) **Contemplation and Acknowledgment of Extraterritorial Service.** The parties hereby acknowledge, agree, and accept that under the terms of this Agreement, Raymore will be providing water service to the Property, which is within the territorial boundaries of the Belton. The parties acknowledge that Belton also supplies water service to residents within its territorial boundaries. This Agreement has been reached between the Parties based upon the proximity of the Raymore service lines to the Property, and the longer distance of the Belton water lines to the Property. As to the Property, Belton hereby waives any and all claims, causes of action, or other administrative or judicial proceedings which may be asserted against Raymore by Belton for providing extraterritorial water service to the Property. Further, Belton shall hold Raymore harmless for any and all such claims, causes of action, or other administrative or judicial proceedings.

Section 4. Governing Law. This Agreement shall be construed and governed in accordance with the laws of the State of Missouri. The parties submit to the jurisdiction of the courts of the State of Missouri and waive venue.

Section 5. Compliance with Laws. The parties shall comply with all federal, state, and local laws, ordinances, and regulations applicable to this Agreement and in effect as of the date of this Agreement. To the extent that any laws are counter to the terms of this Agreement, or the provision of water service to Banks by Raymore, within the jurisdictional boundaries of Belton, the Parties agree to work together towards resolution and necessary amendment of the Agreement in order to legally effectuate its goals and purposes.

Section 6. Modification. Unless stated otherwise in this Agreement, no provision of this Agreement may be waived, modified or amended, except in writing by the parties.

Section 7. Binding Agreement. This Agreement shall be binding upon the heirs, successors and assigns of the parties. The obligations of the parties under the Agreement shall also be a covenant that runs with the land and shall bind all successors in interest to title to the Property or portions thereof.

Section 8. Recording. This Agreement shall be recorded with the Cass County Recorder of Deeds.

Section 9. Notices. All notices required by this Agreement shall be in writing sent by regular U.S. mail, postage prepaid or commercial overnight courier to the following:

Belton:
City of Belton
ATTN: Public Works Director
506 Main Street
Belton, MO 64012

Raymore:
City of Raymore
ATTN: City Manager
100 Municipal Cir
Raymore, MO 64083

Banks

Section 10. Notice of Breach and Opportunity for Cure: Should any party breach this Agreement, the party claiming this Agreement has been breached shall provide written notice of said breach (as provided for delivery of Notice herein), and the breaching party shall have thirty (30) days from receipt of such notice to cure.

Section 11. Remedies, Enforcement, Jurisdiction and Venue: Should any party be required to seek enforcement of this Agreement, jurisdiction and venue for all such actions shall be in the Circuit Court of Cass County, Missouri, or such federal court as may be applicable for governmental subdivisions in the State of Missouri. The parties shall participate in mediation to resolve any alleged breach of this Agreement prior to the initiation of litigation. Each party shall bear their own costs for the same unless otherwise agreed to by the terms of any mediated resolution. Remedies for any alleged breach or enforcement shall include but not be limited to; specific performance, prohibitive or mandatory injunction, damages, and shall include costs and reasonable attorneys' fees to the successful party in any action.

Section 12. Execution of Documents and Further Acts: This Agreement may be executed at different times by the Parties in any number of counterparts, any of which shall be regarded for all purposes as an original and all of which constitute but one and the same instrument. Each party agrees that it will execute any and all additional documents or other instruments and take such other actions as are reasonably necessary to carry out and to give effect to the terms of this Agreement. The Parties agree that they shall work together to comply with any and all state or federal laws including but not limited to the filing of this Agreement with the appropriate agencies (e.g. the Public Service Commission) to confirm the status of the extraterritorial agreement herein.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed pursuant to due authority of the date first set forth above.

City of Belton, Missouri

Name: _____

Date: _____

City of Raymore, Missouri

Name: _____

Date: _____

Mason Banks

Name: _____

Date: _____

Exhibit A

Legal Description of the Property



SUBJECT PROPERTY

Proposed Water
Service Main/Line
Connection Under
Kentucky Road

THE RAYMORE CITY COUNCIL HELD A WORK SESSION ON MONDAY, DECEMBER 2, 2024, AT 6:00 P.M., AT RAYMORE CITY HALL, 100 MUNICIPAL CIRCLE. PRESENT: MAYOR TURNBOW, COUNCILMEMBERS ABDELGAWAD, BAKER, BARBER, BURKE III, CIRCO, ENGERT, HOLMAN, AND MILLS. ALSO PRESENT: CITY MANAGER JIM FEUERBORN AND CITY STAFF.

A. Future Sales Tax Enactment

City Manager Jim Feuerborn discussed the option of placing two city sales taxes on the April 2025 ballot: one for Transportation and one for Public Safety. Council directed staff to bring the items forward for formal consideration.

B. Other

The work session of the Raymore City Council adjourned at 6:34 p.m.