

## **AGENDA**

Raymore City Council Regular Meeting  
City Hall – 100 Municipal Circle  
Monday, October 28, 2019

7:00 p.m.

- 1. Call to Order.**
- 2. Roll Call.**
- 3. Pledge of Allegiance.**
- 4. Presentations/Awards.**
- 5. Personal Appearances.**
- 6. Staff Reports.**
  - A. Public Works (pg 9)
  - B. Parks and Recreation (pg 11)
  - C. Communications Report
  - D. Monthly Financial Report (pg 17)

**7. Committee Reports.**

**8. Consent Agenda.**

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

- A. City Council Minutes, October 14, 2019 (pg 27)
- B. Hawk Ridge Park Improvements Project - Acceptance and Final Payment  
Reference: - Resolution 19-57 (pg 35)

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

- C. Fire Hydrant Replacement Project - Acceptance and Final Payment  
Reference: - Resolution 19-58 (pg 37)

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

D. Centerview A/V production system and outdoor speakers project - Acceptance and Final Payment

Reference: - Resolution 19-62 (pg 39)

The Manager, Information Systems, has determined that the project has been satisfactorily completed in accordance with the project specifications.

E. Reappointment of Eric Bowie to the Ward 1 seat on the Planning and Zoning Commission

Reference: - Resolution 19-59 (pg 41)  
- Volunteer Application (pg 43)

Mayor Turnbow has re-appointed Eric Bowie, a Ward 1 representative, to the Planning & Zoning Commission. The appointment is now before the City Council for approval.

F. Reappointment of Calvin Acklin to the Ward 4 seat on the Planning and Zoning Commission

Reference: - Resolution 19-60 (pg 47)  
- Volunteer Application (pg 48)

Mayor Turnbow has re-appointed Calvin Acklin, a Ward 4 representative, to the Planning & Zoning Commission. The appointment is now before the City Council for approval.

G. Appointment of Cole Young to the Ward 3 seat on the Arts Commission

Reference: - Resolution 19-61 (pg 49)  
- Volunteer Application (pg 50)

Mayor Turnbow has appointed Cole Young, a Ward 3 representative, to fill the unexpired term of Jason Boehner on the Arts Commission. The appointment is now before the City Council for approval.

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

A. Adoption of the FY 2020 City Budget

Reference: - Agenda Item Information Sheet (pg 53)  
- Bill 3493 (pg 55)

The proposed FY 2020 budget was presented to the City Council in mid-August. The Council discussed the budget at several work sessions

since it was presented by the City Manager. The budget is now presented for second reading. The fiscal year 2020 begins Nov. 1, 2019.

- City Council, 10/14/2019: Approved 8-0

B. Vacation of Easements - Cunningham at Creekmoor

Reference: - Agenda Item Information Sheet (pg 59)  
- Bill 3489 (pg 61)  
- Application for Easement Vacation (pg 65)  
- Easement Maps (pg 83)

Staff requests the vacation of four easements no longer needed for temporary right-of-way within the Cunningham at Creekmoor subdivision.

- City Council, 10/14/2019: Approved 8-0

C. Hawk Ridge Park Sod & Hydro-seed

Reference: - Agenda Item Information Sheet (pg 87)  
- Bill 3487 (pg 89)  
- Exhibit A (pg 91)

Staff recommends to add erosion control at Hawk Ridge Park to complete the turf establishment plan and protect the water quality of Johnston Lake due to heavy rains and flooding.

- City Council, 10/14/2019: Approved 8-0

D. Budget Amendment - Hawk Ridge Park Sod & Hydro-seed

Reference: - Agenda Item Information Sheet (pg 95)  
- Bill 3488 (pg 97)

This budget amendment will provide funds to complete the work as specified in Bill 3487, Hawk Ridge Park Sod & Hydro-seed.

- City Council, 10/14/2019: Approved 8-0

E. Budget Amendment - FY19 Operating Adjustments

Reference: - Agenda Item Information Sheet (pg 99)  
- Bill 3492 (pg 101)

During Fiscal Year 2019 the following line-item expenditures exceeded projections: Engineering, Stormwater and Building & Grounds. In addition, there were items budgeted to FY2018 in the Police and Finance department that were ordered but not received until FY2019. A budget adjustment is necessary to account for those items as they expensed to FY2019.

- City Council, 10/14/2019: Approved 8-0

F. Budget Amendment - FY19 Vehicle and Equipment Replacement Fund

Reference: - Agenda Item Information (pg 105)  
- Bill 3494 (pg 107)

This budget amendment will authorize Public Works to purchase an additional dump truck and pick-up truck necessary for the City's snow removal operations.

- City Council, 10/14/2019: Approved 8-0

G. Establishing Stop Signs

Reference: - Agenda Item Information (pg 109)  
- Bill 3490 (pg 111)

City Council is requested approval to install stop signs on Samantha Street and Point Lane at Washington Street.

- City Council, 10/14/2019: Approved 8-0

**10. New Business. First Reading.**

A. Rezoning, Grant Drive and Adams Street (public hearing)

Reference: - Agenda Item Information Sheet (pg 119)  
- Bill 3497 (pg 121)  
- Staff Report (pg 123)

Justin Zimmerman, representing Zimmerman Properties, LLC and property owner Bank of Odessa, is requesting a reclassification of zoning from "C-2" General Commercial District to "R-3B" Apartment Community Residential District, of a 3.8 acre tract of land located at the southeast corner of Grant Drive and Adams Street.

- Planning and Zoning Commission, 10/15/2019: Approved 7-0

B. T.B. Hanna Station Site Work Project

Reference: - Agenda Item Information Sheet (pg 143)  
- Bill 3495 (pg 145)  
- Contract (pg 147)

Staff recommends the contract for the T.B. Hanna Station Site Work project be awarded to RL Phillips Construction Inc. as part of the T.B. Hanna Station Improvements.

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| <ul style="list-style-type: none"><li>• Parks and Recreation Board, 10/22/19: Approved 8-0</li></ul> |
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C. Special Obligation Refunding Bonds, Series 2019 (Emergency Reading)

Reference: - Agenda Item Information Sheet (pg 187)  
- Bill 3498 (pg 189)

The Series 2019 Special Obligation Bond issue will be a refunding of the Series 2009 Hubach Hill TDD Bond issue. The refunding amount is \$5,750,000.

D. Award of Contract - Dayco Painting

Reference: - Agenda Item Information Sheet (pg 227)  
- Bill 3496 (pg 229)  
- Contract (pg 231)

This contract is for the exterior painting of City Hall. Dayco Painting was the lowest and best bidder. Work is expected to begin in the spring of 2020.

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

**12. Mayor/Council Communication.**

**13. Adjournment.**

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Items provided under "Miscellaneous" in the Council Packet:

- City Council Work Session notes, 10/07/19 (pg 253)
  - Planning and Zoning Commission minutes, 10/15/19 (pg 255)
  - Park and Recreation Board minutes 8/27/19 (pg 259)
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**EXECUTIVE SESSION (CLOSED MEETING)**

**The Raymore City Council is scheduled to enter into executive session to discuss litigation, personnel and contractual matters as authorized by RSMo 610.021 (1, 3 and 12).**

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

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

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

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

# Staff Reports





## **PUBLIC WORKS MONTHLY REPORT**

**October 2019**

### **ENGINEERING DIVISION**

#### **Projects Under Construction**

- Meter Conversion
- FY 2019 Curb Replacement
- FY 2019 Street Preservation
- Dean Avenue Water Meter Vault
- Owen Good Forcemain Replacement

#### **Projects Under Design**

- Kentucky Road

#### **Development Under Construction**

- Heritage Hills
- Edgewater
- Meadowood
- Westbrook at Creekmoor
- Prairie View of the Good Ranch
- Brookside South Culvert and Street Improvements

#### **Developments Under Review**

- Dean Commercial Site
- Lofts at Foxridge

### **OPERATIONS & MAINTENANCE DIVISION**

- 15 Water Taps
- 15 Sewer Inspections
- 14 Water Inspections
- 495 Line Locates
- 213 City Hall Work Orders
- 22 Driveway Approach Inspections
- 15 Sidewalk Inspections
- 32 Final ROW Inspections
- 7 Meter Conversions
- 111 Potholes Patched
- 536 Feet of Sidewalk Mudjacked
- 164 Service Requests Completed



## MONTHLY REPORT

October 2019

### **HIGHLIGHTS**

- Parks & Recreation Director Nathan Musteen, Parks Superintendent Steve Rulo and Parks Recreation Superintendent John McLain attended the National Recreation and Park Association annual conference in Baltimore.
- Parks workers cleaned up Memorial Park following the Raymore Festival in the Park, painted soccer fields, prepared baseball fields for games and mowed parks throughout the City.
- Athletic Coordinator Todd Brennon stocked concession buildings for the busy sports season and coordinated team photos for baseball, softball and flag football leagues.
- Recreation Coordinator Katie VanKeulen and Office Assistant Greta Naab assisted with ticket sales at the kick off for the Vintage Circus Gala presented by Holmes Murphy scheduled for Oct. 26, 2019 at Centerview.
- The Parks and Recreation Department hosted Trucktoberfest on Tuesday, October 1 at Recreation Park.
- Park staff installed bales of straw, repaired silt fence and seeded areas at Hawk Ridge Park after the recent rains.
- Parks and Recreation Director Nathan Musteen and Parks Superintendent Steve Rulo attended a pre-bid meeting for T.B. Hanna Station and met with contractors for other projects currently under construction.
- Athletic Coordinator Todd Brennon prepared for team photo day for Soccer and Volleyball scheduled for Saturday, Oct. 12, at Raymore Elementary.
- Park maintenance staff poured new tee-pads on the disc golf course that were removed during construction of the RAC and Recreation Park Pond. Additional clean-up of the disc golf course was performed in preparation of the Raymore Rumble Disc Golf tournament on Oct. 27.
- Heartland Tree Alliance and Forest Re-Leaf donated 70 trees for Hawk Ridge Park. Park staff picked up the trees and will begin planting this fall. A variety of oaks, bald cypress and ornamentals were donated.



- Administrative staff attended the bid opening for T.B. Hanna Site Work.
- The Parks & Recreation Board held a work session in the Gilmore Room at Centerview on Oct. 8. Topics of discussion included Park Maintenance Standards, GO Bond projects and capital improvement projects.
- Parks and Recreation Director Nathan Musteen attended the Raymore Cub Scout Pack 4315 meeting this week. The troop built several bat houses that were donated to the Parks & Recreation Department.
- Director Nathan Musteen attended the Gettysburg Leadership Experience.
- Superintendents John McLain and Steve Rulo attended the Missouri Parks and Recreation Association/Kansas Recreation and Parks Association Executive Forum on Wednesday and Thursday. The event was held at Centerview.
- Recreation Coordinator Katie VanKeulen prepared for the 80's/90's Dance Party event on Saturday at the Raymore Activity Center.
- Parks maintenance staff winterized flower beds and purchased tulip bulbs for planting. Staff continued construction of new tee-pads on the disc golf course that were removed during construction of the RAC and Recreation Park Pond.
- The 80's/90's Dance Party was held at the RAC on Friday, October 18th.
- The fall youth soccer, volleyball and baseball leagues are finishing up the last two weeks of October.
- Recreation Coordinator Katie VanKeulen's last day with the City of Raymore was Friday, October 25.
- Office Assistant Greta Naab attended the RecTrac Post 3 Symposium.



## **PARKS & RECREATION BOARD**

1. October 8                      Work Session
  - 1) Work Session Protocol
  - 2) Park Maintenance Management Plan
  - 3) No Tax Increase GO Bond, 2020
  - 4) CIP Project Update
  
2. October 22                    Work Session
  - 1) Recreation Park Playground
  - 2) Recreation Program Update  
Regular Meeting
  - 1) Recreation Park Playground
  - 2) Johnston Lake (CAPS Agreement)
  - 3) Recreation Park Pond (CAPS Agreement)
  - 4) Contract - T.B. Hanna Site Improvements

## **PARKS & RECREATION - UPCOMING EVENTS**





# Veterans Celebration

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## THANK YOU, VETERANS

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Friday, November 8  
4:00 - 5:00 pm

Centerview  
227, Municipal Circle  
Raymore, MO 64083



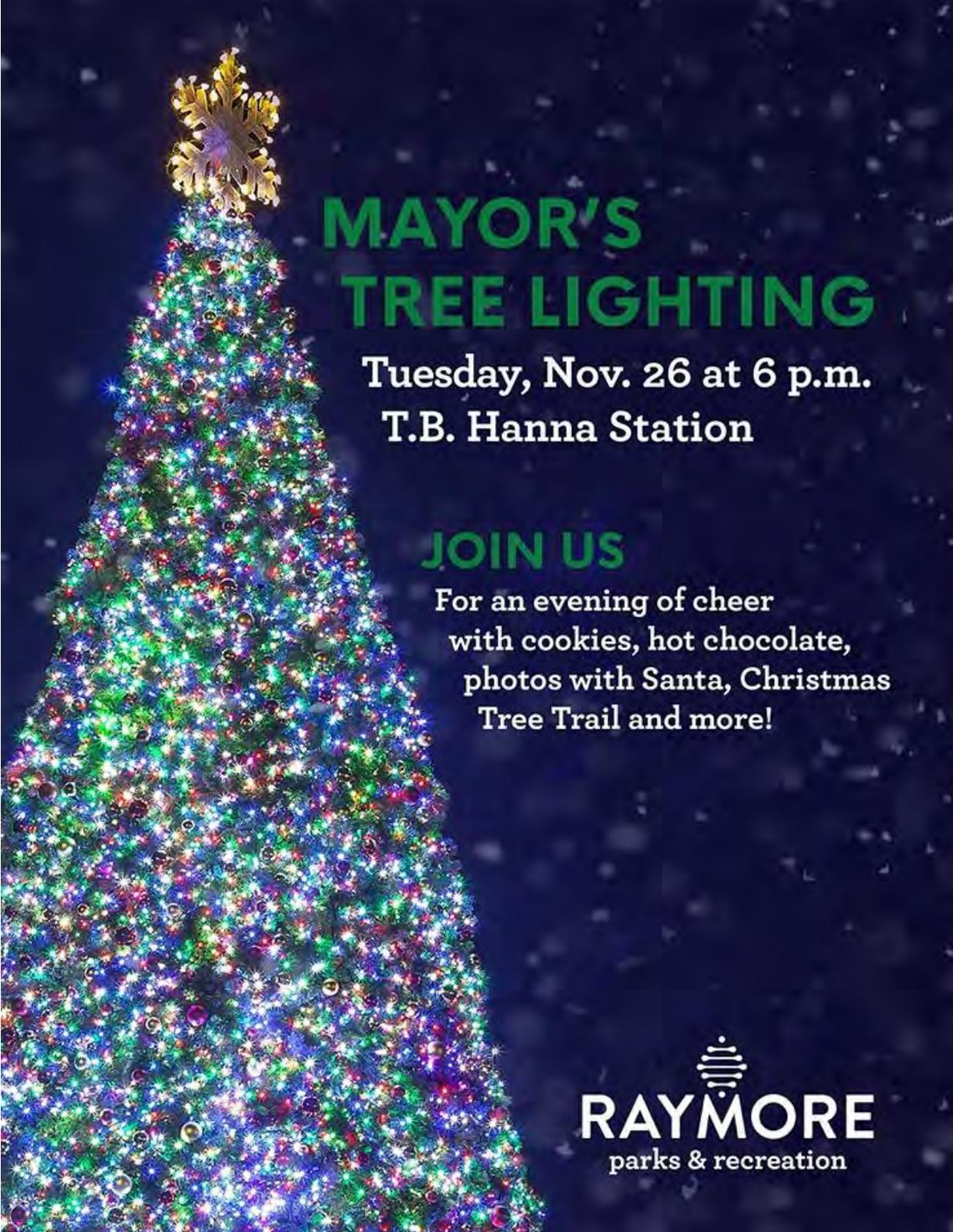
# HOLIDAY CRAFT SHOW

**November 23 | 10 a.m.-2 p.m.**  
**Raymore Activity Center | 1011 S. Madison St.**

Come shop from a variety of different arts and crafts vendors.  
Interested in being a vendor?  
Please contact Katie VanKeulen at [kvankeulen@raymore.com](mailto:kvankeulen@raymore.com)



**RAYMORE**  
parks & recreation



**MAYOR'S  
TREE LIGHTING**

Tuesday, Nov. 26 at 6 p.m.  
T.B. Hanna Station

**JOIN US**

For an evening of cheer  
with cookies, hot chocolate,  
photos with Santa, Christmas  
Tree Trail and more!



**RAYMORE**  
parks & recreation



## FINANCE MONTHLY REPORT

This report, consisting of a Financial Summary, Investment Summary and Grant Summary, has been prepared for the fiscal period September 1, 2019 to September 30, 2019.

### September Financial Summary

Some notes regarding this month's summary operating report:

#### General Fund

##### Revenue:

Overall, at 91.67% of the way through the fiscal year, General Fund revenues are generally tracking as expected with total collected revenue of 94.72% of budget. Inter-fund transfers are being completed on a monthly basis with the exception of the Capital Funds Transfer. The Capital Funds Transfers will occur throughout the year after the capital project has been accepted by the Council and final payments have been made.

- Property tax revenues collected are tracking as expected at 99.89%. Staff expects this revenue source to come in at budget.
- Franchise Tax revenues as a whole are tracking below straight line at 85.50%. This revenue source varies depending on the weather, staff will continue to monitor this closely throughout the year.
- Sales tax revenues as a whole are tracking slightly below straight line budget at 90.72%. City sales taxes are at 91.04% while state shared gasoline and vehicle taxes are at 88.61%.
- Fees and Permit revenues collected are tracking ahead of straight line budget at 150.27%. This is primarily due to Engineering Inspection Fees & Plan Review Fees for 2 new phases in the Creekmoor Subdivision as well as plans for Prairie View of the Good Ranch.
- License revenues collected are tracking as expected at 94.32% of straight line budget. Occupational license revenues collected are tracking as expected. Staff anticipates additional revenue throughout the fall for new builders to the area. Liquor licenses were processed in June after the public hearing and are at 95.28% of straight line budget.
- Municipal Court revenues collected are above straight line budget at 102.98%. Staff will continue to monitor this revenue source closely throughout the year.

##### Expenditures:

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

## **Parks & Recreation Fund**

### **Revenue:**

Revenues are at 97.07% of budget 91.67% of the way through the year. Park revenues associated with property taxes, miscellaneous and rentals are at 96.77% of straight line budget and will continue to increase in the next month with increased usage of soccer fields, shelters and rental facilities throughout the fall. Recreation revenue is tracking ahead of straight line budget at 105.34%. This is primarily due to increased participation in recreation programs. Revenue associated with the facility rental of Centerview is slightly below straight line budget at 86.80%. Staff will continue to monitor this revenue closely throughout the year.

### **Expenditures:**

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

## **Enterprise Fund**

### **Revenue:**

Utility revenues as a whole are tracking at 90.07% of straight line budget. Staff will continue to monitor all utility revenue closely throughout the year.

### **Expenditures:**

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

01 -GENERAL FUND  
 FINANCIAL SUMMARY

	PRIOR YEAR ENDING PO BAL.	PRIOR YEAR PO ADJUST.	REMAINING PRIOR YEAR PO BALANCE	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>									
<u>NON-DEPARTMENTAL</u>									
PROPERTY TAXES	0.00	0.00	0.00	1,500,359.00	4,993.97	1,498,727.38	0.00	1,631.62	99.89
FRANCHISE TAXES	0.00	0.00	0.00	2,245,694.00	204,982.83	1,920,104.24	0.00	325,589.76	85.50
SALES TAXES	0.00	0.00	0.00	3,543,609.00	349,362.60	3,214,850.55	0.00	328,758.45	90.72
FEES AND PERMITS	0.00	0.00	0.00	237,788.00	58,867.32	357,327.92	0.00	( 119,539.92)	150.27
LICENSES	0.00	0.00	0.00	133,053.00	2,167.50	125,501.66	0.00	7,551.34	94.32
MUNICIPAL COURT	0.00	0.00	0.00	320,884.00	29,360.14	330,457.85	0.00	( 9,573.85)	102.98
MISCELLANEOUS	( 8.08)	8.08	0.00	388,342.00	47,427.78	526,000.38	6.30	( 137,664.68)	135.45
TRANSFERS - INTERFUND	0.00	0.00	0.00	1,464,280.00	121,523.34	1,341,641.34	0.00	122,638.66	91.62
TOTAL NON-DEPARTMENTAL	( 8.08)	8.08	0.00	9,834,009.00	818,685.48	9,314,611.32	6.30	519,391.38	94.72
TOTAL REVENUES	( 8.08)	8.08	0.00	9,834,009.00	818,685.48	9,314,611.32	6.30	519,391.38	94.72
<u>EXPENDITURE SUMMARY</u>									
NON-DEPARTMENTAL	0.00	0.00	0.00	932,190.00	72,573.33	740,666.63	0.00	191,523.37	79.45
ADMINISTRATION	499.70	499.70	0.00	1,154,378.07	81,499.67	1,030,585.01	8,580.93	115,212.13	90.02
INFORMATION TECHNOLOGY	0.00	0.00	0.00	457,560.60	27,453.83	410,762.88	2,762.35	44,035.37	90.38
ECONOMIC DEVELOPMENT	0.00	0.00	0.00	186,783.00	8,246.96	144,664.73	0.00	42,118.27	77.45
COMMUNITY DEVELOPMENT	22.28	22.28	0.00	674,032.00	51,666.03	610,403.56	203.41	63,425.03	90.59
ENGINEERING	121.34	121.34	0.00	420,592.00	30,858.59	386,218.61	949.93	33,423.46	92.05
STREETS	0.00	0.00	0.00	864,408.00	58,297.34	740,977.24	7,518.23	115,912.53	86.59
BUILDING & GROUNDS	5,832.79	5,832.79	0.00	374,280.20	27,620.48	335,150.84	( 5,128.74)	44,258.10	88.18
STORMWATER	0.00	0.00	0.00	301,313.00	23,165.72	273,283.17	522.16	27,507.67	90.87
COURT	0.00	0.00	0.00	124,399.00	17,593.29	117,767.73	14.75	6,616.52	94.68
FINANCE	0.00	0.00	0.00	625,566.00	52,322.29	553,375.98	4,755.76	67,434.26	89.22
COMMUNICATIONS	0.00	0.00	0.00	211,548.93	13,069.72	165,867.11	899.17	44,782.65	78.83
PROSECUTING ATTORNEY	0.00	0.00	0.00	24,940.00	4,000.00	22,000.00	0.00	2,940.00	88.21
POLICE	1,851.00	1,851.00	0.00	4,314,707.00	313,740.29	3,600,418.83	8,743.63	705,544.54	83.65
EMERGENCY MANAGEMENT	0.00	0.00	0.00	130,550.00	8,933.59	113,303.32	1,467.51	15,779.17	87.91
TOTAL EXPENDITURES	8,327.11	8,327.11	0.00	10,797,247.80	791,041.13	9,245,445.64	31,289.09	1,520,513.07	85.92
REVENUES OVER/(UNDER) EXPENDITURES	( 8,335.19)	8,335.19	0.00	( 963,238.80)	27,644.35	69,165.68	( 31,282.79)	( 1,001,121.69)	3.93-

25 -PARK FUND  
 FINANCIAL SUMMARY

	PRIOR YEAR ENDING PO BAL.	PRIOR YEAR PO ADJUST.	REMAINING PRIOR YEAR PO BALANCE	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>									
<u>NON-DEPARTMENTAL</u>									
MISCELLANEOUS	0.00	0.00	0.00	0.00	1,554.68	4,666.22	0.00 (	4,666.22)	0.00
TOTAL NON-DEPARTMENTAL	0.00	0.00	0.00	0.00	1,554.68	4,666.22	0.00 (	4,666.22)	0.00
<u>PARKS DIVISION</u>									
PROPERTY TAXES	0.00	0.00	0.00	402,780.00	1,341.57	403,000.17	0.00 (	220.17)	100.05
MISCELLANEOUS	0.00	0.00	0.00	7,967.00	544.59	18,064.45	0.00 (	10,097.45)	226.74
FACILITY RENTAL REVENUE	0.00	0.00	0.00	6,080.00	395.00	5,222.50	0.00	857.50	85.90
TRANSFERS - INTERFUND	0.00	0.00	0.00	450,000.00	37,500.00	412,500.00	0.00	37,500.00	91.67
TOTAL PARKS DIVISION	0.00	0.00	0.00	866,827.00	39,781.16	838,787.12	0.00	28,039.88	96.77
<u>RECREATION DIVISION</u>									
CONCESSION REVENUE	0.00	0.00	0.00	62,000.00	3,850.50	51,604.24	0.00	10,395.76	83.23
FACILITY RENTAL REVENUE	0.00	0.00	0.00	22,200.00	0.00	25,903.75	0.00 (	3,703.75)	116.68
PROGRAM REVENUE	0.00	0.00	0.00	227,520.00	1,240.00	250,930.75 (	85.00) (	23,325.75)	110.25
TOTAL RECREATION DIVISION	0.00	0.00	0.00	311,720.00	5,090.50	328,438.74 (	85.00) (	16,633.74)	105.34
<u>CENTERVIEW</u>									
FACILITY RENTAL REVENUE	0.00	0.00	0.00	50,205.00	2,142.50	43,579.15	0.00	6,625.85	86.80
PROGRAM REVENUE	0.00	0.00	0.00	2,600.00	375.00	3,920.00	0.00 (	1,320.00)	150.77
TOTAL CENTERVIEW	0.00	0.00	0.00	52,805.00	2,517.50	47,499.15	0.00	5,305.85	89.95
<u>RAYMORE ACTIVITY CENTER</u>									
MISCELLANEOUS	0.00	0.00	0.00	2,340.00	24.00	24.00	0.00	2,316.00	1.03
CONCESSION REVENUE	0.00	0.00	0.00	7,650.00	311.50	2,114.00	0.00	5,536.00	27.63
FACILITY RENTAL REVENUE	0.00	0.00	0.00	13,050.00	230.50	3,230.50	0.00	9,819.50	24.75
PROGRAM REVENUE	0.00	0.00	0.00	146,800.00	4,120.00	135,474.51 (	50.00)	11,375.49	92.25
TOTAL RAYMORE ACTIVITY CENTER	0.00	0.00	0.00	169,840.00	4,686.00	140,843.01 (	50.00)	29,046.99	82.90
TOTAL REVENUES	0.00	0.00	0.00	1,401,192.00	53,629.84	1,360,234.24 (	135.00)	41,092.76	97.07
<u>EXPENDITURE SUMMARY</u>									
PARKS DIVISION	0.00	0.00	0.00	732,989.00	55,158.19	641,109.58	4,912.53	86,966.89	88.14
RECREATION DIVISION	0.00	0.00	0.00	537,076.00	43,203.81	566,010.17	16,278.33 (	45,212.50)	108.42
CENTERVIEW	182.79	182.79	0.00	49,255.00	2,251.17	19,648.15	763.08	28,843.77	41.44
RAYMORE ACTIVITY CENTER	0.00	0.00	0.00	81,172.00	4,967.79	53,491.66	1,937.05	25,743.29	68.29
TOTAL EXPENDITURES	182.79	182.79	0.00	1,400,492.00	105,580.96	1,280,259.56	23,890.99	96,341.45	93.12
REVENUES OVER/(UNDER) EXPENDITURES	( 182.79)	182.79	0.00	700.00	( 51,951.12)	79,974.68 (	24,025.99) (	55,248.69)	7,992.67

50 -ENTERPRISE FUND  
 FINANCIAL SUMMARY

	PRIOR YEAR ENDING PO BAL.	PRIOR YEAR PO ADJUST.	REMAINING PRIOR YEAR PO BALANCE	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>									
<u>NON-DEPARTMENTAL</u>									
MISCELLANEOUS	0.00	0.00	0.00	40,107.00	9,205.01	80,879.00	0.00	( 40,772.00)	201.66
UTILITY REVENUE	0.00	0.00	0.00	7,973,028.00	852,406.89	7,166,470.05	0.00	806,557.95	89.88
<b>TOTAL NON-DEPARTMENTAL</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>8,013,135.00</b>	<b>861,611.90</b>	<b>7,247,349.05</b>	<b>0.00</b>	<b>765,785.95</b>	<b>90.44</b>
<u>DEBT SERVICE</u>									
<u>SRF SEWER BONDS</u>									
MISCELLANEOUS	0.00	0.00	0.00	8,337.00	41.39	11,196.91	0.00	( 2,859.91)	134.30
TRANSFERS - INTERFUND	0.00	0.00	0.00	145,000.00	0.00	96,666.64	0.00	48,333.36	66.67
<b>TOTAL SRF SEWER BONDS</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>153,337.00</b>	<b>41.39</b>	<b>107,863.55</b>	<b>0.00</b>	<b>45,473.45</b>	<b>70.34</b>
<b>TOTAL REVENUES</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>8,166,472.00</b>	<b>861,653.29</b>	<b>7,355,212.60</b>	<b>0.00</b>	<b>811,259.40</b>	<b>90.07</b>
<u>EXPENDITURE SUMMARY</u>									
<u>NON-DEPARTMENTAL</u>	0.00	0.00	0.00	600,000.00	50,000.00	550,000.00	0.00	50,000.00	91.67
WATER	5,032.50	5,032.50	0.00	3,166,261.00	260,600.65	2,443,034.41	67,351.11	655,875.48	79.29
SEWER	35,034.20	27,019.20	8,015.00	3,135,624.00	491,820.58	3,016,790.16	( 24,449.27)	143,283.11	95.43
SOLID WASTE	0.00	0.00	0.00	1,164,598.00	134,904.55	891,789.28	0.00	272,808.72	76.57
SRF SEWER BONDS	0.00	0.00	0.00	153,337.50	0.00	9,129.53	0.00	144,207.97	5.95
<b>TOTAL EXPENDITURES</b>	<b>40,066.70</b>	<b>32,051.70</b>	<b>8,015.00</b>	<b>8,219,820.50</b>	<b>937,325.78</b>	<b>6,910,743.38</b>	<b>42,901.84</b>	<b>1,266,175.28</b>	<b>84.60</b>
<b>REVENUES OVER/(UNDER) EXPENDITURES</b>	<b>( 40,066.70)</b>	<b>32,051.70</b>	<b>( 8,015.00)</b>	<b>( 53,348.50)</b>	<b>( 75,672.49)</b>	<b>444,469.22</b>	<b>( 42,901.84)</b>	<b>( 454,915.88)</b>	<b>752.72-</b>

## Investment Monthly Report

### Investments Held at 09/30/19

Purchase Date	Receipt #	Institution	Description	Restricted	Maturity Date	Principal	Par **	Yield	Market*
11/21/18	900320	CBR	CD		11/21/19	2,000,000.00	2,000,000.00	2.7000	2,000,000.00
12/07/18		NASB	CD		12/09/19	2,500,000.00	2,500,000.00	2.8000	2,500,000.00
10/18/12		MOSIP	MOSIP POOLE- GENERAL FUND		NA	2,102,284.73	2,102,284.73	2.4100	2,102,284.73
06/03/16		MOSIP	MOSIP POOLE - GO BOND	GO Bond	NA	1,006,679.84	1,006,679.84	2.4100	1,006,679.84
09/01/16		MOSIP	MOSIP POOLE - GO BOND	GO Bond	NA	1,092,286.40	1,092,286.40	2.4100	1,092,286.40
05/03/19	900656	CBR	CD		05/03/20	2,000,000.00	2,000,000.00	2.3100	2,000,000.00
08/26/19	934746	NASB	CD		08/25/20	2,000,000.00	2,000,000.00	2.0000	2,000,000.00
08/14/19	901032	CBR	CD	Fund 50	08/14/20	687,643.55	687,643.55	1.7500	687,643.55
09/12/19	937641	NASB	CD		09/11/20	2,000,000.00	2,000,000.00	1.9500	2,000,000.00

**Investment Total**

**15,388,894.52 15,388,894.52**

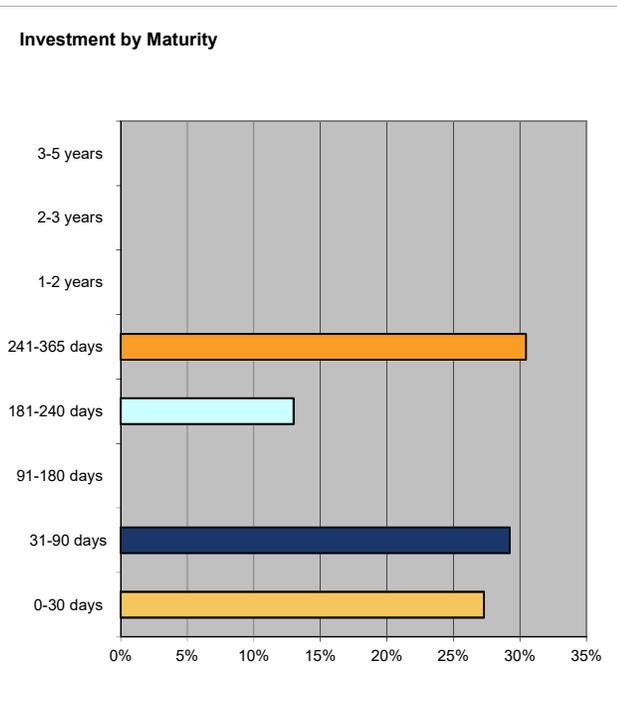
**15,388,894.52**

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

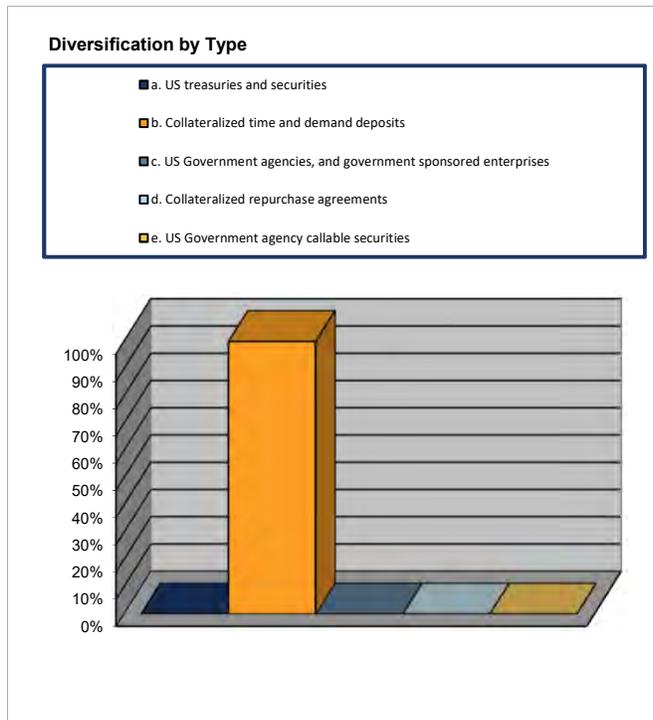
Average Annual Rate of Return: **2.1021**

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

**Investment by Maturity**



**Diversification by Type**



### Listing of Investments Matured During the Month

Month	Receipt #	Institution	Description	Restricted	Maturity Date	Principal	Par **	Yield	Days Held
10/02/18	108041857	Commerce	US TREASURY		09/12/19	2,000,000.00	2,000,000.00	2.5500	365

Average Rate of Return on Maturities: **2.55**

## September Grant Summary

New Grant Applications	Grantor	Award Amt. Requested / Match Required	Project / Item	Notification Timeline	Awarded / Denied
Bulletproof Vest Partnership	DOJ	\$2,141.76	NIJ Compliant Armored Vests	09/2019	Awarded

Current Grant Awards:	Grantor	Award Amt. / Match Required	Eligible Amount Expended to Date	Awards/ Reimbursements Rec'd. to Date	Grant Deadline
<b>Police:</b>					
State & Community Hwy. Safety Grant - DWI (Oct. 2018 - Sept. 2019)	MoDOT (Traffic & Hwy. Safety Division)	\$8,000.00 (no match)	\$5,942.33	\$4,744.40	9/30/19
State & Community Hwy. Safety Grant - HMV (Oct. 2018 - Sept. 2019)	MoDOT (Traffic & Hwy. Safety Division)	\$5,500.00 (no match)	\$4,808.04	\$4003.06	9/30/19
Bulletproof Vest Partnership (Sept. 2019 - Aug. 2021)	DOJ	\$2,141.76 (50% match)	\$0.00	\$0.00	08/31/21
<b>Parks:</b>					
Recreational Amenity Cost Sharing Program - Community Assistance Program (CAPS)	MO Dept of Conservation	\$178,000 (75% Contribution by CAPS)	\$0.00	\$0.00	As Project is Complete
<b>Emergency Management:</b>					
Emergency Mgmt. Performance Grant - 2019 (Jan. - Dec. 2019)	FEMA	\$54,788.31 (50% match)	\$34,868.53	\$23,635.89	12/31/19
<b>Community Development:</b>					
Community Development	AARP	\$15,000	\$12,349.52	\$15,000.00	11/05/2018

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



# Consent Agenda



**THE RAYMORE CITY COUNCIL MET IN REGULAR SESSION MONDAY, OCTOBER 14, 2019 IN COUNCIL CHAMBERS AT 100 MUNICIPAL CIRCLE, RAYMORE, MISSOURI. MEMBERS PRESENT: MAYOR TURNBOW, COUNCILMEMBERS ABDELGAWAD, BARBER, BERENDZEN, BURKE, CIRCO, HOLMAN, JACOBSON, AND TOWNSEND, CITY MANAGER JIM FEUERBORN, CITY ATTORNEY JONATHAN ZERR, AND CITY CLERK JEANIE WOERNER.**

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

Development Services Director Jim Cadoret provided a review of the staff report included in the Council packet and announced upcoming agenda items for the Planning and Zoning Commission. He answered general questions from Council.

Chief of Police Jan Zimmerman provided an update on the Raymore communications vehicle which should be delivered in December. In partnership with West Peculiar Fire District, the vehicle will be housed at their Peculiar location. A no-cost intergovernmental agreement will be brought forward in the near future for Council approval. She answered general questions from Council.

City Manager Jim Feuerborn advised Council the intergovernmental agreement will be a short term agreement until future funding can be placed in the 2021 CIP program for a storage building for the vehicle, records, and evidence. He announced he and Mike Ekey will be attending training and be absent from the October 21 work session.

- 7. Committee Reports.**
- 8. Consent Agenda.**
  - A. City Council Minutes, September 23, 2019**
  - B. Resolution 19-54, Jefferson Street Storm Sewer Replacement Project - Acceptance and Final Payment**
  - C. Resolution 19-55, Rec Park Pond Rehabilitation Project - Acceptance and Final Payment**
  - D. Resolution 19-56, Acceptance of Public Improvements - Westbrook at Creekmoor 15th Plat**

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

**DISCUSSION:** Councilmember Abdelgawad stated she reviewed the video from the September 23 meeting that she was absent from and will be voting.

**VOTE:**

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

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

### **A. Grant of Easement - Realty Income Corporation**

**BILL 3486: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI APPROVING THE GRANT OF EASEMENT RIGHTS TO REALTY INCOME CORPORATION OVER A DRIVEWAY EASEMENT, BEING PART OF TRACT B OF THE RAYMORE GALLERIA NORTH - FIRST PLAT, ALL IN THE CITY OF RAYMORE, CASS COUNTY, MISSOURI."**

City Clerk Jeanie Woerner conducted the second reading of Bill 3486 by title only.

**MOTION:** By Councilmember Holman, second by Councilmember Barber to approve the second reading of Bill 3486 by title only.

**DISCUSSION:** None

**VOTE:**

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

Mayor Turnbow announced the motion carried and declared Bill 3486 as **Raymore City Ordinance 2019-066.**

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

### **A. Adoption of the FY 2020 City Budget (public hearing)**

**BILL 3493: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI APPROVING THE FISCAL YEAR 2020 BUDGET."**

City Clerk Jeanie Woerner conducted the first reading of Bill 3493 by title only.

Mayor Turnbow opened the public hearing at 7:14 p.m. and called for a staff report.

City Manager Jim Feuerborn stated the proposed FY 2020 budget and Capital Improvement Program was presented to the City Council in mid-August and was subsequently discussed at several work sessions. The budget is now presented for first reading. He reviewed revenues and expenditures contained in the budget and outlined Council submittal of changes since first presentation, including the increase from ½ percent to 1 percent in the salary chart and the purchase of the PubWorks app. He reviewed the expenditures as presented in Bill 3493.

Mayor Turnbow opened the public hearing for public comment and hearing none, closed the public hearing at 7:17 p.m.

**MOTION:** By Councilmember Holman, second by Councilmember Barber to approve the first reading of Bill 3493 by title only.

**DISCUSSION:** Mayor Turnbow and Councilmembers noted this is a sound budget document and thanked staff for their work.

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

**B. Vacation of Easements - Cunningham at Creekmoor (public hearing)**

**BILL 3489: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI VACATING EASEMENT RIGHTS, INCLUDING FOUR (4) SEPARATE TEMPORARY STREET RIGHT-OF-WAY EASEMENTS, GRANTED BY COOPER LAND DEVELOPMENT, INC."**

City Clerk Jeanie Woerner conducted the first reading of Bill 3489 by title only.

Mayor Turnbow opened the public hearing at 7:19 p.m. and called for a staff report.

Development Services Director Jim Cadoret provided a review of the staff report in the Council packet. These temporary right of way easements are for cul-de-sacs that were

established as part of the development of Cunningham at Creekmoor first plat. The cul-de-sacs were never constructed and are no longer necessary. Staff is recommending the vacation of the easements. He answered general questions from Council. Minor changes to exhibit B will be incorporated at second reading.

Mayor Turnbow opened the floor for public comment and hearing none, closed the public hearing at 7:21 p.m.

**MOTION:** By Councilmember Holman, second by Councilmember Barber to approve the first reading of Bill 3489 by title only.

**DISCUSSION:** None

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

### **C. Hawk Ridge Park Sod & Hydro-seed**

**BILL 3487: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI AUTHORIZING THE INSTALLATION OF SOD AND APPLICATION OF HYDRO-SEED IN DESIGNATED CONSTRUCTION AREAS AT HAWK RIDGE PARK WITH WELCH SILT FENCE AND EROSION CONTROL, LLC."**

City Clerk Jeanie Woerner conducted the first reading of Bill 3487 by title only.

City Manager Jim Feuerborn provided a review of the staff report in the Council packet. Staff recommends to add erosion control at Hawk Ridge Park to complete the turf establishment plan and protect the water quality of Johnston Lake due to heavy rains and flooding as was discussed with Council at the last work session. Price quotes to sod the entire area were obtained at a cost of \$161,300. Because it would leave the balance of the storm water fund under \$50,000 which is not the recommended practice for the City. Staff recommends approval of the Bill as presented. He answered general questions from Council.

**MOTION:** By Councilmember Holman, second by Councilmember Barber to approve the first reading of Bill 3487 by title only.

**DISCUSSION:** None

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

**D. Budget Amendment - Hawk Ridge Park Sod & Hydro-seed**

**BILL 3488: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI AUTHORIZING AN AMENDMENT TO THE FISCAL YEAR 2019 CAPITAL BUDGET, STORMWATER SALES TAX FUND (46) TO PROVIDE FUNDING FOR THE SOD AND HYDRO-SEED APPLICATION AT HAWK RIDGE PARK."**

City Clerk Jeanie Woerner conducted the first reading of Bill 3488 by title only.

City Manager Jim Feuerborn stated with the approval of the previous agenda item, a budget amendment is necessary for funding the sod and hydro-seeding project in Hawk Ridge Park.

**MOTION:** By Councilmember Holman, second by Councilmember Barber to approve the first reading of Bill 3488 by title only.

**DISCUSSION:** None

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

**E. Budget Amendment - FY19 Operating Adjustments**

**BILL 3492: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI AMENDING THE FISCAL YEAR 2019 OPERATING BUDGET."**

City Clerk Jeanie Woerner conducted the first reading of Bill 3492 by title only.

Finance Director Elisa Williams provided a review of the staff report included in the Council packet. During FY 2019, the following line-item expenditures exceeded projections: Engineering, Stormwater and Buildings & Grounds. In addition, there were items budgeted

to FY 2018 in the Police and Finance department that were ordered but not received until FY 2019. A budget adjustment is necessary to account for those items as they expensed to FY 2019.

**MOTION:** By Councilmember Holman, second by Councilmember Barber to approve the first reading of Bill 3492 by title only.

**DISCUSSION:** None

**VOTE:**

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

#### **F. Budget Amendment - FY19 Vehicle and Equipment Replacement Fund**

**BILL 3494: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI AMENDING THE FISCAL YEAR 2019 BUDGET."**

City Clerk Jeanie Woerner conducted the first reading of Bill 3494 by title only.

Assistant City Manager Mike Ekey provided a review of the staff report included in the Council packet. This budget amendment authorizes the purchases of an additional dump truck and pick-up truck necessary for the City's snow removal operations in an amount of \$200,000. He answered general questions from Council.

**MOTION:** By Councilmember Holman, second by Councilmember Barber to approve the first reading of Bill 3494 by title only.

**DISCUSSION:** None

**VOTE:**

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

## **G. Establishing Stop Signs**

### **BILL 3490: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI AMENDING SCHEDULE IV OF TITLE III: TRAFFIC CODES BY ESTABLISHING A STOP SIGN WITHIN THE CITY LIMITS OF RAYMORE, CASS COUNTY, MISSOURI."**

City Clerk Jeanie Woerner conducted the first reading of Bill 3490 by title only.

Public Works Director Mike Krass provided a review of the staff report included in the Council packet. In accordance with the City's Transportation Plan and because of the increase in traffic on Washington Street in the Heritage Hills sixth development, staff is recommending the installation of stop signs at the intersections of Samanthan Street and Point Lane, at Washington Street.

**MOTION:** By Councilmember Holman, second by Councilmember Barber to approve the first reading of Bill 3490 by title only.

**DISCUSSION:** None

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

## **11. Public Comments.**

Ray CoolEy, 611 Valley View, spoke to Council regarding posts on social media on the increase in water billing since the installation of the new water meters.

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

Mayor Turnbow and Councilmembers noted the thoroughness of the budget, the importance of seeding and sodding at Hawk Ridge Park, the rise in building permits to meet the projections for the year, and the necessity for the dump truck and pickup truck.

Councilmember Burke stated the Tobacco 21 initiative that has passed region wide has made a difference in the schools.

Councilmember Abdelgawad expressed thanks for the temporary storage for the mobile command vehicle. She announced the Good Neighbors Strong Communities program offered through Belton School District will be held on November 23.

Councilmember Holman stated he presided over the October 7 work session in the Mayor's absence. He is pleased with the partnership for improvements to 71 Highway and the Belton/Raymore Interchange.

Mayor Turnbow Thanked Mr. Cooley for his comments.

City Manager Jim Feuerborn advised the Council that the litigation issue for Executive Session has been removed from the agenda.

**MOTION:** By Councilmember Holman, second by Councilmember Barber to adjourn to Executive Session to discuss personnel matters as authorized by §610.021 (3).

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

The regular meeting of the Raymore City Council adjourned to Executive Session at 7:51 p.m.

### **13. Adjournment.**

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

**DISCUSSION:** None

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

The regular meeting of the Raymore Council adjourned at 8:35 p.m.

Respectfully submitted,

Jeanie Woerner  
City Clerk

**RESOLUTION 19-57**

**"A RESOLUTION OF THE CITY OF RAYMORE, MISSOURI, ACCEPTING THE HAWK RIDGE PARK IMPROVEMENTS PROJECT."**

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

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

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

Section 1. The Hawk Ridge Park Improvements Project is accepted.

Section 2. The final payment in the amount of \$115,392.48 is approved.

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

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

**DULY READ AND PASSED THIS 28TH DAY OF OCTOBER, 2019, BY THE FOLLOWING VOTE:**

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

ATTEST:

APPROVE:

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

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

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



**RESOLUTION 19-58**

**"A RESOLUTION OF THE CITY OF RAYMORE, MISSOURI, ACCEPTING THE FIRE HYDRANT REPLACEMENT PROJECT."**

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

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

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

Section 1. The Fire Hydrant Replacement Project is accepted.

Section 2. The final payment in the amount of \$15,854.17 is approved.

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

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

**DULY READ AND PASSED THIS 28TH DAY OF OCTOBER, 2019, BY THE FOLLOWING VOTE:**

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

ATTEST:

APPROVE:

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

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

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



**RESOLUTION 19-62**

**"A RESOLUTION OF THE CITY OF RAYMORE, MISSOURI, ACCEPTING THE CENTERVIEW A/V PRODUCTION SYSTEM AND OUTDOOR SPEAKERS PROJECT."**

**WHEREAS**, the Contract specifies that funds be retained until satisfactory completion of the Centerview A/V production system and outdoor speakers project; and

**WHEREAS**, the Manager, Information Systems, has determined that this project has been satisfactorily completed in accordance with the project specifications.

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

Section 1. This Centerview A/V production system and outdoor speakers project is accepted.

Section 2. The final payment in the amount of \$2,589.75 is approved.

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

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

**DULY READ AND PASSED THIS 28TH DAY OF OCTOBER, 2019, BY THE FOLLOWING VOTE:**

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

ATTEST:

APPROVE:

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

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

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



**RESOLUTION 19-59**

**"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 1.

<b><u>NAME</u></b>	<b><u>EFFECTIVE</u></b>	<b><u>TERM EXPIRES</u></b>
Eric Bowie	October 28, 2019	October 31, 2023

**DULY READ AND PASSED THIS 28TH DAY OF OCTOBER, 2019, BY THE FOLLOWING VOTE:**

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

ATTEST:

APPROVE:

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

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

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



**Jeanie Woerner**

**From:** noreply@civicplus.com  
**Sent:** Wednesday, September 11, 2013 1:56 PM  
**To:** Jeanie Woerner  
**Subject:** Online Form Submittal: Boards, Commissions and Committee Volunteer Form

If you are having problems viewing this HTML email, click to view a [Text version](#).

**Boards, Commissions and Committee Volunteer Form**

Please complete the following form.

**Contact Information**

**Full Name:\*** Eric C. Bowie  
**Address:** 508 Eagle Glen Drive - Raymore, MO  
**Phone Number:** 816 807-8753  
**Email Address:** eric.bowie@gsa.gov  
**Your Ward**  1  
**(contact the City Clerk if unsure)\***  2

3  
 4

**I Am Interested In Serving On The Following Board(s)\***

- |  |   |
|--|---|
| <input type="checkbox"/> Board of Adjustment                       | <input type="checkbox"/> TIF Commission   |
| <input type="checkbox"/> Parks & Recreation Commission             | <input type="checkbox"/> Board of Appeals |
| <input type="checkbox"/> License Tax Review Committee              | <input type="checkbox"/> City Tree Board  |
| <input checked="" type="checkbox"/> Planning and Zoning Commission |   |

Tell us your background.

**PERSONAL:** I was born 07/07/1970 in Kansas City, KS where I attended and graduated from Wyandotte High School in 1988. I have been a resident of Raymore since May 2005. I am married with 3 children ages 24, 18, and 13. I also have 2 grandchildren ages 2 and 1. **EDUCATION:** I received my Associates Degree from Kansas City Kansas Community College in 1992. I received my Bachelors Degree in Secondary Education from Kansas State University in 1994. I have 37 hours of Graduate Study from the University of Missouri at Kansas City in Higher Educ Administration and Secondary Educ Administration. **PROFESSIONAL:** I was a 7th grade Social Studies Teacher and Boy's Basketball Coach at the Middle and High School levels from 1994 to 2001. I continued to coach girls locally here in Raymore from 2008 until 2013. I coached and taught a group of girls here in Raymore the game of basketball during that time and utilized facilities here in the city for practices for all 5 years. I have been a Landlord/Property Manager from 2001 to Present. I currently continue to own 2 residential rental houses and I manage a 3rd residential rental for a couple that I know. All of the homes I own and/or manage are located in South Kansas City, Missouri. I also 1/3 acre lot in Kansas City, Missouri. Following teaching, I worked for Social Security Administration up until 2008 as a Legal Administrative Specialist and Instructor in the Training Department. I left SSA in 2008 and joined the General Services Administration (GSA). Currently I am a warranted Contract Officer at GSA in the Public Buildings Services Department and I'm responsible for the procurement of construction, AE, and CM services on behalf of the Federal Government.

Tell us your reason for volunteering.

**REASON FOR VOLUNTEERING:** As a proud and concerned stakeholder residing in the City of Raymore, I am very concerned about the continued successful growth of the city, while preserving the history and culture that defines the city. I am interested in volunteering to help maintain the quality of our city and to positively impact the character of our city as it grows and evolves. As a resident for over 8 years, I have gained many friends and experiences throughout the city and I feel that my knowledge and experiences in the city will lend good insight and a knowledgeable perspective to the opportunities available as a member of the Planning and Zoning Commission. It is important that regular local citizens take full advantage of the opportunities to participate in local and city government that directly impacts the lives of themselves, their family and those in their community. Volunteering and giving of my time is my way of giving back to a community that has provided a safe and rewarding experience for myself and my family over the past 8 years.

Do you have any experience which City committees, commissions or boards could benefit from.

EXPERIENCES OF BENEFIT: My background in real estate, including property management, landlording, etc. has allowed me to oversee the coordination of residential projects, initiate and finalize work orders and cost with contractors, inspect properties and land, manage costs, market properties, comply with section 8 Housing policies and other city codes and ordinances, and secure and manage leases. For the last nearly 5 years at GSA I have been involved with all areas of contracting for construction services including, market research, working with contractors, reviewing and approving specifications, researching and applying vast amounts of federal rules and policies, reviewing and managing contracts from cradle to grave, analyzing bid/proposals, independently making decisions regarding a wide range of contractual matters and mentoring/coaching others to do the same, conducting inspections, and many other aspects of construction contracting. I have extensive experience researching, analyzing and interpreting laws and regulations in an effort to make crucial decisions and to resolve complex issues to better serve the American taxpayer. I can do the same in this volunteer experience for the citizens of Raymore. I am a highly motivated and organized individual who has proven abilities to organize, plan, and produce in a Team setting. My Integrity and sound character has been proven in my years as a Teacher, a Coach at the elementary, middle and high school levels, as a Property Manager/Landlord, and more recently as a Government employee at SSA and GSA. My government jobs in the last 12 years have required a high level of trustworthiness and honesty. Last year in 2012, I volunteered with the 5 year City of Raymore Growth and Management Plan. I sat on the Physical Development key planning group. We had several very informative and insightful meetings. I volunteered my time and felt very positive about the opportunity to offer feedback. Thank You for this opportunity.

Date:\* 09/11/2013

\* indicates required fields.

The following form was submitted via your website: Boards, Commissions and Committee Volunteer Form

Full Name:: Eric C. Bowie

Address:: 508 Eagle Glen Drive - Raymore, MO

Phone Number:: 816 807-8753

Email Address:: eric.bowie@gsa.gov

Your Ward (contact the City Clerk if unsure): 1

I Am Interested In Serving On The Following Board(s): Planning and Zoning Commission

Tell us your background.

: PERSONAL:

I was born 07/07/1970 in Kansas City, KS where I attended and graduated from Wyandotte High School in 1988.

I have been a resident of Raymore since May 2005. I am married with 3 children ages 24, 18, and 13. I also have 2 grandchildren ages 2 and 1.

EDUCATION:

I received my Associates Degree from Kansas City Kansas Community College in 1992.

I received my Bachelors Degree in Secondary Education from Kansas State University in 1994.

I have 37 hours of Graduate Study from the University of Missouri at Kansas City in Higher Education Administration and Secondary Education Administration.

**PROFESSIONAL:**

I was a 7th grade Social Studies Teacher and Boy's Basketball Coach at the Middle and High School levels from 1994 to 2001. I continued to coach girls locally here in Raymore from 2008 until 2013. I coached and taught a group of girls here in Raymore the game of basketball during that time and utilized facilities here in the city for practices for all 5 years.

I have been a Landlord/Property Manager from 2001 to Present. I currently continue to own 2 residential rental houses and I manage a 3rd residential rental for a couple that I know. All of the homes I own and/or manage are located in South Kansas City, Missouri. I also 1/3 acre lot in Kansas City, Missouri.

Following teaching, I worked for Social Security Administration up until 2008 as a Legal Administrative Specialist and Instructor in the Training Department. I left SSA in 2008 and joined the General Services Administration (GSA). Currently I am a warranted Contract Officer at GSA in the Public Buildings Services Department and I'm responsible for the procurement of construction, AE, and CM services on on behalf of the Federal Government.

Tell us your reason for volunteering.

**: REASON FOR VOLUNTEERING:**

As a proud and concerned stakeholder residing in the City of Raymore, I am very concerned about the continued successful growth of the city, while preserving the history and culture that defines the city.

I am interested in volunteering to help maintain the quality of our city and to positively impact the character of our city as it grows and evolves.

As a resident for over 8 years, I have gained many friends and experiences throughout the city and I feel that my knowledge and experiences in the city will lend good insight and a knowledgeable perspective to the opportunities available as a member of the Planning and Zoning Commission.

It is important that regular local citizens take full advantage of the opportunities to participate in local and city government that directly impacts the lives of themselves, their family and those in their community.

Volunteering and giving of my time is my way of giving back to a community that has provided a safe and rewarding experience for myself and my family over the past 8 years.

Do you have any experience which City committees, commissions or boards could benefit from.

**: EXPERIENCES OF BENEFIT:**

My background in real estate, including property management, landlording, etc. has allowed me to oversee the coordination of residential projects, initiate and finalize work orders and cost with contractors, inspect properties and land, manage costs, market properties, comply with section 8 Housing policies and other city codes and ordinances, and secure and manage leases.

For the last nearly 5 years at GSA I have been involved with all areas of contracting for construction services including, market research, working with contractors, reviewing and approving specifications, researching and applying vast amounts of federal rules and policies, rewieving and managing contracts from cradle to grave,

analyzing bid/proposals, independently making decisions regarding a wide range of contractual matters and mentoring/coaching others to do the same, conducting inspections, and many other aspects of construction contracting.

I have extensive experience researching, analyzing and interpreting laws and regulations in an effort to make crucial decisions and to resolve complex issues to better serve the American taxpayer. I can do the same in this volunteer experience for the citizens of Raymore.

I am a highly motivated and organized individual who has proven abilities to organize, plan, and produce in a Team setting.

My Integrity and sound character has been proven in my years as a Teacher, a Coach at the elementary, middle and high school levels, as a Property Manager/Landlord, and more recently as a Government employee at SSA and GSA. My government jobs in the last 12 years have required a high level of trustworthines and honesty.

Last year in 2012, I volunteered with the 5 year City of Raymore Growth and Management Plan. I sat on the Physical Development key planning group. We had several very informative and insightful meetings. I volunteered my time and felt very positive about the opportunity to offer feedback.

Thank You for this opportunity.

Date:: 09/11/2013

**Additional Information:**

Form submitted on: 9/11/2013 1:56:08 PM

Submitted from IP Address: 99.22.133.154

Referrer Page: No Referrer - Direct Link

Form Address: <http://www.raymore.com/Forms.aspx?FID=83>

**RESOLUTION 19-60**

**"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.

<b><u>NAME</u></b>	<b><u>EFFECTIVE</u></b>	<b><u>TERM EXPIRES</u></b>
Calvin Acklin	October 28, 2019	October 31, 2023

**DULY READ AND PASSED THIS 28TH DAY OF OCTOBER, 2019 BY THE FOLLOWING VOTE:**

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

ATTEST:

APPROVE:

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

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

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

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## City of Raymore, MO: Online Volunteer Application

1 message

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webmaster@raymore.com <webmaster@raymore.com>  
To: jlwoerner@raymore.com, Mekey@raymore.com, EHill@raymore.com

Fri, Aug 4, 2017 at 1:49 PM

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

Form Name: City Volunteer Form  
Date & Time: 08/04/2017 1:49 p.m.  
Response #: 9  
Submitter ID: 104  
IP address: 69.242.180.32  
Time to complete: 17 min. , 32 sec.

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### Survey Details

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#### Page 1

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1. Contact Information

Full Name: Calvin Acklin  
Address: 704 Sandpiper St.  
Phone Number: (816) 517-5079  
Email: ceacklin@gmail.com

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

(o) Ward 4

3. I am interested in:

Parks & Recreation Board  
 Planning & Zoning Commission

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

It is my desire to continue serving the citizens of Raymore, while actively making Raymore as the city that I know it can become. My motivation is to help the city to grow and prosper and I know I can contribute to that growth.

What other community or civic activities do you participate in?

Serving as a Board Member for the Charter Review Commission for Raymore MO. since 2016. Currently working with the Chief of Police in improving relationship with the citizens of Raymore and our First Responders.

Thank you,  
City of Raymore, MO

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This is an automated message generated by the Vision Content Management System™. Please do not reply directly to this email.

**RESOLUTION 19-61**

**"A RESOLUTION OF THE CITY OF RAYMORE, MISSOURI, APPROVING AN APPOINTMENT 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 appointment of the following person to the Arts Commission to fill the Ward 3 unexpired term of Jason Boehner.

<b><u>NAME</u></b>	<b><u>EFFECTIVE</u></b>	<b><u>TERM EXPIRES</u></b>
Cole Young	October 28, 2019	July 31, 2022

**DULY READ AND PASSED THIS 28TH DAY OF OCTOBER, 2019, BY THE FOLLOWING VOTE:**

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

ATTEST:

APPROVE:

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

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

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



Jeanie Woerner <jlwoerner@raymore.com>

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## City of Raymore, MO: Online Volunteer Application

1 message

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**webmaster@raymore.com** <webmaster@raymore.com>  
To: jlwoerner@raymore.com, Mekey@raymore.com, EHill@raymore.com

Wed, Jul 3, 2019 at 11:38 AM

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

**Form Name:** City Volunteer Form  
**Date & Time:** 07/03/2019 11:38 AM  
**Response #:** 33  
**Submitter ID:** 1505  
**IP address:** 172.24.96.111  
**Time to complete:** 5 min. , 6 sec.

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### Survey Details

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#### Page 1

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**1. Contact Informaon**

**Full Name:** Cole Young  
**Address:** [214 W Heritage Drive](#)  
**Phone Number:** (816) 805-8055  
**Email:** [coleyoung@gmail.com](mailto:coleyoung@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:**

City Tree Board  
 Parks & Recreaon Board  
 Planning & Zoning Commission  
 Arts Commission

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

Raymore is a fantasc place to live. As someone who grew up in a small town, but have now lived in Raymore for 7 years, I want to do my part to stay involved and add to making the city a wonderful place.

With my experience working both with sales, markeng and oper aons f olks each day I think I can help in several ways. Also with a journalism background I feel my experience working in that industry gave me the ability to see both sides of things and realize that we live in a world that's millions of shades of gray and rarely black and white.

**What other community or civic activities do you participate in?**

I'm a t-ball coach and have parcipa ted in meals on wheels through my job.

Thank you,  
City of Raymore, MO

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# **Unfinished Business**





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

DATE: October 14, 2019

SUBMITTED BY: Elisa Williams

DEPARTMENT: Finance

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

**TITLE / ISSUE / REQUEST**

Bill 3493 Approving the Fiscal Year 2020 Budget

**STRATEGIC PLAN GOAL/STRATEGY**

4.3.2: Establish a strong connection between the budget and strategic plan

**FINANCIAL IMPACT**

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

**PROJECT TIMELINE**

Estimated Start Date	Estimated End Date
Nov. 1, 2019	Oct. 31, 2020

**STAFF RECOMMENDATION**

Approval

**OTHER BOARDS & COMMISSIONS ASSIGNED**

Name of Board or Commission: Planning & Zoning Commission (CIP)  
Date: Sept. 3, 2019  
Action/Vote: Approval, 7-0

**LIST OF REFERENCE DOCUMENTS ATTACHED**

REVIEWED BY:

Jim Feuerborn

## BACKGROUND / JUSTIFICATION

The City Manager transmitted the proposed Budget and Capital Improvement Program (CIP) to the City Council on Aug. 19, 2019. The Council had the opportunity to discuss the FY 2020 Budget and CIP at each Council work session following the presentation. The CIP was the subject of a public hearing by the Planning & Zoning Commission in September and that body recommended approval to the City Council.

The budget ordinance is presented as the City Manager's Proposed Budget.

**BILL 3493**

**ORDINANCE**

**“AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, APPROVING THE FISCAL YEAR 2020 BUDGET.”**

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

Section 1. The annual budget of the City of Raymore, Missouri, for the Fiscal Year beginning on November 1, 2019, and ending October 31, 2020, is finally approved, adopted and appropriated by fund and the maximum amounts to be expended are as follows:

	FY 2019-2020
General Fund (01)	
Administration	1,336,407
Information Technology	633,976
Economic Development	193,464
Development Services	690,510
Engineering	421,283
Streets	828,992
Stormwater	310,536
Buildings & Grounds	377,956
Municipal Court	139,454
Finance	632,057
Communications	186,021
Prosecuting Attorney	24,400
Police	3,929,782
Emergency Management	135,805
<b>Total Expenditures</b>	<b>\$9,840,643</b>
Transfer to Park Fund	100,000
<b>Total Transfers</b>	<b>100,000</b>
<b>Total General Fund</b>	<b>\$9,940,643</b>
<b>Park Fund (25)</b>	<b>\$1,520,871</b>
<b>General Obligation Debt (40)</b>	<b>\$2,102,185</b>
<b>Vehicle Replacement (03)</b>	<b>\$449,939</b>
<b>Restricted Revenue (04)</b>	<b>\$16,480</b>
<b>Enterprise Fund (50)</b>	
Water & Sewer Departments	5,748,801
<b>Total Expenditures</b>	<b>\$5,748,801</b>

Transfer to General Fund	892,498
Transfer to VERP Fund	105,186
Transfer to Ent. Cap Maint Fund	600,000
<b>Total Transfers</b>	<b>\$1,597,684</b>
<b>Total Enterprise Fund</b>	<b>\$7,346,485</b>
<b>Capital Funds</b>	
<i>(includes projects, debt service, and other operating expenditures)</i>	
05 Building Equipment Replacement	178,000
36 Transportation	1,906,000
37 Excise Tax	1,140,000
45 Capital Sales Tax	1,302,498
46 Stormwater Sales Tax	687,208
47 Parks Sales Tax	813,000
52 Water Connection	158,337
53 Sewer Connection	533,337
54 Enterprise Capital Maintenance	273,227
<b>Total Capital Funds</b>	<b>\$6,991,607</b>

Section 2. The funds necessary for expenditure in the budget of the City of Raymore for the Fiscal Year beginning November 1, 2019, as summarized in Section 1, are hereby appropriated and set aside for the maintenance and operation of the various departments of the government of the City of Raymore, Missouri, together with the various activities and improvements set forth in said budget.

Section 3. The amount apportioned for each department as shown in the budget shall not be increased except by motion of the City Council duly made and adopted, but the objects of the expense comprising the total appropriation for any department may be increased or decreased at the discretion of the City Manager, providing that said adjustment shall not increase the total appropriation for the department.

Section 4. All portions of the final Fiscal Year 2019-20 budget book document prepared and submitted to the Mayor and City Council for consideration, as amended by the City Council prior to the adoption of this ordinance, are hereby adopted by reference, including all organizational charts, salary range charts, policies and procedures, and are made a part of this ordinance.

Section 5. All revenue of the City of Raymore not appropriated by this Ordinance and any amount appropriated by this Ordinance and not disbursed shall be expended or kept as directed by the City Council.

Section 6. Severability. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any

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

**DULY READ THE FIRST TIME THIS 14TH DAY OF OCTOBER 2019.**

**BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 28TH DAY OF OCTOBER, 2019, BY THE FOLLOWING VOTE:**

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

ATTEST:

APPROVE:

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

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

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





**CITY OF RAYMORE  
AGENDA ITEM INFORMATION FORM**

DATE: Oct. 14, 2019

SUBMITTED BY: Jonathan Zerr

DEPARTMENT: Legal

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

**TITLE / ISSUE / REQUEST**

Bill 3489 - Vacating Four (4) Temporary Street Right-of-Way Easements

**STRATEGIC PLAN GOAL/STRATEGY**

3.1.2 Focus Develop. Strategies on Opportunities that Align with Community Priorities

**FINANCIAL IMPACT**

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

**PROJECT TIMELINE**

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

**STAFF RECOMMENDATION**

Approve

**OTHER BOARDS & COMMISSIONS ASSIGNED**

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

**LIST OF REFERENCE DOCUMENTS ATTACHED**

Application for Easement Vacation  
Maps

**REVIEWED BY:**

Jim Feuerborn

## BACKGROUND / JUSTIFICATION

Bill 3489 authorizes the the execution and recording of a Vacation of Easements document removing from the public record four (4) active temporary street right-of-way easements granted by Cooper Land Development, Inc., on Feb. 23, 2009. These easements were associated with the potential development of the Cunningham at Creekmoor First Plat, Lots 1 through 68 and Tracts A, B, C and D. The easements were established so that four (4) temporary cul-de-sacs could be constructed at the anticipated terminus of each road within the first plat. These cul-de-sacs were never constructed or utilized.

In 2017, the first plat was vacated by the developer, Cooper Land Development, Inc, who made the determination to develop the area in an alternative manner. The new development plans are reflected in the Cunningham at Creekmoor 2nd Plat and the Cunningham at Creekmoor 3rd Plat.

The roadways within the Cunningham at Creekmoor 2nd and 3rd Plats do not match those that were shown in the original first plat and therefore the easements are no longer necessary. Vacating the easements will remove any hindrance, or lasting encumbrances, on the properties being development with the Cunningham 2nd and 3rd Plats.

**BILL 3489**

**ORDINANCE**

**"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, VACATING EASEMENT RIGHTS, INCLUDING FOUR (4) SEPARATE TEMPORARY STREET RIGHT-OF-WAY EASEMENTS, GRANTED BY COOPER LAND DEVELOPMENT, INC."**

**WHEREAS**, Cooper Land Development, Inc. is the owner and developer of the property directly affected by four (4) separate temporary street right-of-way easements; and

**WHEREAS**, the City is the grantee of the above-referenced temporary street right-of-way easements having acquired the same for public use; and

**WHEREAS**, the City has not utilized the easements and does not anticipate a future need for the utilization of the easements; and

**WHEREAS**, Cooper Land Development, Inc. has determined to develop the property encompassed within and surrounding the easements in a manner that will include an alternative street layout; and

**WHEREAS**, the City Council held a public hearing regarding the proposed easement vacation at 7:00 pm on October 14, 2019, after notice of said hearing was published in a newspaper of general circulation in the City at least 14 days prior; and

**WHEREAS**, the City Council has determined the proposed vacation of easement rights is in the best interest of the City.

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

Section 1. The City Council hereby finds and declares it necessary, reasonable and proper to vacate all of the easement right, particularly described as follows:

A. Temporary street right-of-way Easement executed by Thomas C. Oppenheim on behalf of Cooper Land Development, Inc., on February 23, 2009 and recorded in the Recorder of Deeds for Cass County, Missouri on February 24, 2009, as Document No. 427608 in Book 03203 at Page 0201 and legally defined as follows:

A PARCEL OF LAND LYING IN THE NORTHEAST 1/4 OF SECTION 4, TOWNSHIP 46 NORTH, RANGE 32 WEST, IN RAYMORE, CASS COUNTY, MISSOURI BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 4, THENCE SOUTH 02°29'41" WEST ALONG THE EAST LINE OF SAID NORTHEAST 1/4, A DISTANCE OF 1486.27 FEET; THENCE NORTH 87°30'19" WEST, DEPARTING SAID EAST LINE, A DISTANCE OF 635.37 FEET TO THE POINT OF BEGINNING OF THE EASEMENT OF LAND TO

BE HEREIN DESCRIBED; THENCE SOUTH 26°33'29" EAST, A DISTANCE OF 7.06 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING AN INITIAL TANGENT BEARING OF SOUTH 86°36'02" EAST, A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 300°01'27", AND AN ARC LENGTH OF 261.82 FEET; THENCE NORTH 26°30'16" WEST, A DISTANCE OF 3.71 FEET; THENCE NORTH 59°34'46" EAST, A DISTANCE OF 50.09 FEET TO THE POINT OF BEGINNING, CONTAINING 7,897 SQUARE FEET.

B. Temporary street right-of-way easement executed by Thomas C. Oppenheim on behalf of Cooper Land Development, Inc., on February 23, 2009 and recorded in the Recorder of Deeds for Cass County, Missouri on February 24, 2009 as Document No. 427609 in Book 03203 at Page 0205 and legally defined as follows:

A PARCEL OF LAND LYING IN THE NORTHEAST 1/4 OF SECTION 4, TOWNSHIP 46 NORTH, RANGE 32 WEST, IN RAYMORE, CASS COUNTY, MISSOURI BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 4, THENCE SOUTH 02°29'41" WEST ALONG THE EAST LINE OF SAID NORTHEAST 1/4, A DISTANCE OF 2,171.95 FEET; THENCE NORTH 87°30'19" WEST, DEPARTING SAID EAST LINE, A DISTANCE OF 1,748.12 FEET TO THE POINT OF BEGINNING OF THE EASEMENT OF LAND TO BE HEREIN DESCRIBED; THENCE SOUTH 17°59'35" WEST, A DISTANCE OF 36.46 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING AN INITIAL TANGENT BEARING OF SOUTH 52°01'50" EAST, A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 299°44'59", AND AN ARC LENGTH OF 261.58 FEET; THENCE NORTH 65°28'10" EAST, A DISTANCE OF 67.03 FEET TO THE POINT OF BEGINNING.

C. Temporary street right-of-way easement executed by Thomas C. Oppenheim on behalf of Cooper Land Development, Inc., on February 23, 2009 and recorded in the Recorder of Deeds for Cass County, Missouri on February 24, 2009 as Document No. 427610 in Book 03203 at Page 0209 and legally defined as follows:

A PARCEL OF LAND LYING IN THE NORTHEAST 1/4 OF SECTION 4, TOWNSHIP 46 NORTH, RANGE 32 WEST, IN RAYMORE, CASS COUNTY, MISSOURI BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 4, THENCE SOUTH 02°29'41" WEST ALONG THE EAST LINE OF SAID NORTHEAST 1/4, A DISTANCE OF 1052.14 FEET; THENCE NORTH 87°30'19" WEST, DEPARTING SAID EAST LINE, A DISTANCE OF 1910.47 FEET TO THE POINT OF BEGINNING OF THE EASEMENT OF LAND TO BE HEREIN DESCRIBED; THENCE NORTH 70°25'42" WEST, A DISTANCE OF 50.00 FEET; THENCE NORTH 19°34'16" EAST, A DISTANCE OF 6.70 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING AN INITIAL TANGENT BEARING OF NORTH 40°25'41" WEST, A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 300°00'00", AND AN ARC LENGTH OF 261.80 FEET; THENCE SOUTH 19°34'16" WEST, A DISTANCE OF 6.70 FEET TO THE POINT OF BEGINNING, CONTAINING 7,962 SQUARE FEET.

D. Temporary street right-of-way easement executed by Thomas C. Oppenheim on behalf of Cooper Land Development, Inc., on February 23, 2009 and recorded in the Recorder of Deeds for Cass County, Missouri on February 24, 2009 as Document No. 427611 in Book 03203 at Page 0213 and legally defined as follows:

A PARCEL OF LAND LYING IN THE NORTHEAST 1/4 OF SECTION 4, TOWNSHIP 46 NORTH, RANGE 32 WEST, IN RAYMORE, CASS COUNTY, MISSOURI BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 4, THENCE SOUTH 02°29'41" WEST ALONG THE EAST LINE OF SAID NORTHEAST 1/4, A DISTANCE OF 639.74 FEET; THENCE NORTH 87°30'19" WEST, DEPARTING SAID EAST LINE, A DISTANCE OF 1170.13 FEET TO THE POINT OF BEGINNING OF THE EASEMENT OF LAND TO BE HEREIN DESCRIBED; THENCE NORTH 69°10'18" WEST, A DISTANCE OF 50.00 FEET; THENCE NORTH 19°57'52" EAST, A DISTANCE OF 5.29 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING AN INITIAL TANGENT BEARING OF NORTH 47°24'02" WEST, A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 299°38'58", AND AN ARC LENGTH OF 261.49 FEET; THENCE SOUTH 19°13'13" WEST, A DISTANCE OF 12.65 FEET TO THE POINT OF BEGINNING.

Section 2. Acceptance of Finding. The City Council makes the findings of fact and accepts the recommendation by City staff.

Section 3. 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 authorized to execute all necessary instruments required to confirm the reversionary rights of the owners of property abutting on the area vacated, as described in Section 1 of this Ordinance.

Section 4. Recordation of Vacation. The City Council authorizes and directs the City Manager show approval of the vacation of the easements identified by executing a Vacation of Easements in recordable format and to record the same with the Cass County Recorder of Deeds.

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

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

**DULY READ THE FIRST TIME THIS 14TH DAY OF OCTOBER, 2019.**

**BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 28TH DAY OF OCTOBER, 2019, BY THE FOLLOWING VOTE:**

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

ATTEST:

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

APPROVE:

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

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



100 Municipal Circle  
Raymore, MO 64083

Phone: 816-331-1803  
Fax: 816-331-8067

## APPLICATION FOR EASEMENT VACATION

**FOR OFFICE  
USE ONLY:**

Case Number: \_\_\_\_\_ Staff Planner: \_\_\_\_\_  
P&Z Date: \_\_\_\_\_ CC 1st Date: \_\_\_\_\_ CC 2nd Date: \_\_\_\_\_

### APPLICANT/OWNER INFORMATION

**Applicant Name:** City of Raymore, MO      **Company:** Development Services  
**Street Address:** 100 Municipal Circle      **City:** Raymore      **State:** MO      **Zip:** 64083  
**Telephone:** (816) 331-1803      **Fax:** (816) 892-3080      **E-Mail:** jscadoret@raymore.com

**Property Owner Name** (if different than applicant): Cooper Land Development, Inc.  
**Street Address:** 903 North 47th Street      **City:** Rogers      **State:** AR      **Zip:** 72756  
**Telephone:** (479) 246-6690      **Fax:** (479) 246-6695      **E-Mail:** ageorge@ccias.com

**Firm Preparing Exhibits:** Kapke & Willerth      **Contact:** Jonathan S. Zerr  
**Street Address:** 3304 NE Ralph Powell Rd.      **City:** Lee's Summit      **State:** MO      **Zip:** 64064  
**Telephone:** (816) 461-3800      **Fax:** (816) 254-8014      **E-Mail:** jsz@kapkewillerth.com

\*All correspondence on this application should be sent to (check one):  Applicant     Property Owner     Firm

### VACATION REQUEST

The applicant is hereby requesting the vacation of the property generally described as : \_\_\_\_\_  
See attached Exhibit "A"

### PROJECT DETAILS

Property Area in Acres and/or Square Feet: See attached Exhibit "B"

Plat in Which the Property is Located: See attached Exhibit "C"

Present Use of Surrounding Property: Residential

APPLICATION FOR EASEMENT VACATION (2)

**APPLICANT'S DECLARATION**

My application consists of the following items and information necessary for a complete application:

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Completed Application Form             | <input checked="" type="checkbox"/> Ownership affidavit OR owner(s) consent form (two-thirds of property owners) |
| <input checked="" type="checkbox"/> Attached Legal Description and Exhibit | <input checked="" type="checkbox"/> Required Fee: \$150.00   |

The following declarations are hereby made:

- The undersigned is the owner or authorized agent of the owner or the officers of a corporation or partnership.
- The applicant has discussed this application with a staff planner in the Development Services Department.  
Planner: David Gress Date: 10/08/19
- The information presented and contained within this application is true and correct to the best of the undersigner(s) knowledge.

**SIGNATURE OF OWNER(S) AND APPLICANT(S)**

Printed Name: Anne Gibbons George, Associate General Counsel

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Subscribed and sworn to me on this Stamp:  
the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_  
in the County of \_\_\_\_\_,  
State of \_\_\_\_\_.

Notary Public: \_\_\_\_\_ My Commission Expires: \_\_\_\_\_

Printed Name: James Cadoret, Dir. Development Services

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Subscribed and sworn to me on this Stamp:  
the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_  
in the County of \_\_\_\_\_,  
State of \_\_\_\_\_.

Notary Public: \_\_\_\_\_ My Commission Expires: \_\_\_\_\_

**OWNERSHIP AFFIDAVIT**

---

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Comes now, Anne Gibbons George, Associate General Counsel for Cooper Land Development, Inc., who being duly sworn upon her oath, does state that she is the authorized representative for Cooper Land Development, Inc., the owner of the property legally described in the easement vacation and acknowledges the submission of the application for easement vacation on said property under the City of Raymore Unified Development Code.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Signature of Owner

\_\_\_\_\_  
Printed Name

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
My Commission Expires

## EXHIBIT "A"

### CITY OF RAYMORE, MISSOURI APPLICATION FOR EASEMENT VACATION Legal Descriptions

Application seeks to vacate ALL the easements identified in the Temporary Street Right of Way Easements executed on February 23, 2009 by Thomas C. Oppenheim on behalf of Cooper Land Development, Inc., for the benefit of the City of Raymore, Missouri, and recorded in the Recorder of Deeds for Cass County, Missouri on February 24, 2009 as Document Nos. 427608, 427609, 427610 and 427611 in Book 03203.

#### Tract 1 – Easement No. 1

A PARCEL OF LAND LYING IN THE NORTHEAST 1/4 OF SECTION 4, TOWNSHIP 46 NORTH, RANGE 32 WEST, IN RAYMORE, CASS COUNTY, MISSOURI BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 4, THENCE SOUTH 02°29'41" WEST ALONG THE EAST LINE OF SAID NORTHEAST 1/4, A DISTANCE OF 1486.27 FEET; THENCE NORTH 87°30'19" WEST, DEPARTING SAID EAST LINE, A DISTANCE OF 635.37 FEET TO THE POINT OF BEGINNING OF THE EASEMENT OF LAND TO BE HEREIN DESCRIBED; THENCE SOUTH 26°33'29" EAST, A DISTANCE OF 7.06 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING AN INITIAL TANGENT BEARING OF SOUTH 86°36'02" EAST, A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 300°01'27", AND AN ARC LENGTH OF 261.82 FEET; THENCE NORTH 26°30'16" WEST, A DISTANCE OF 3.71 FEET; THENCE NORTH 59°34'46" EAST, A DISTANCE OF 50.09 FEET TO THE POINT OF BEGINNING, CONTAINING 7,897 SQUARE FEET.

#### Tract 2 – Easement No. 2

A PARCEL OF LAND LYING IN THE NORTHEAST 1/4 OF SECTION 4, TOWNSHIP 46 NORTH, RANGE 32 WEST, IN RAYMORE, CASS COUNTY, MISSOURI BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST COMER OF THE NORTHEAST QUARTER OF SAID SECTION 4, THENCE SOUTH 02 °29'41" WEST ALONG THE EAST LINE OF SAID NORTHEAST 1/4, A DISTANCE OF 2,171.95 FEET; THENCE NORTH 87°30 ' 19" WEST, DEPARTING SAID EAST LINE, A DISTANCE OF 1,748. 12 FEET TO THE POINT OF BEGINNING OF THE EASEMENT OF LAND TO BE HEREIN DESCRIBED; THENCE SOUTH 17°59 '35" WEST, A DISTANCE OF 36 .46 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING AN INITIAL TANGENT BEARING OF SOUTH 52 °01'50" EAST, A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 299 °44'59", AND AN ARC LENGTH OF 2 6 1.58 FEET; THENCE NORTH 65 °28 ' 10" EAST, A DISTANCE OF 67.03 FEET TO THE POINT OF BEGINNING.

Tract 3 – Easement No. 3

AN PARCEL OF LAND LYING IN THE NORTHEAST 1/4 OF SECTION 4, TOWNSHIP 46 NORTH, RANGE 32 WEST, IN RAYMORE, CASS COUNTY, MISSOURI BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 4, THENCE SOUTH 02°29'41" WEST ALONG THE EAST LINE OF SAID NORTHEAST 1/4, A DISTANCE OF 1052.14 FEET; THENCE NORTH 87°30'19" WEST, DEPARTING SAID EAST LINE, A DISTANCE OF 1910.47 FEET TO THE POINT OF BEGINNING OF THE EASEMENT OF LAND TO BE HEREIN DESCRIBED; THENCE NORTH 70°25'42" WEST, A DISTANCE OF 50.00 FEET; THENCE NORTH 19°34'16" EAST, A DISTANCE OF 6.70 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING AN INITIAL TANGENT BEARING OF NORTH 40°25'41" WEST, A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 300°00'00", AND AN ARC LENGTH OF 261.80 FEET; THENCE SOUTH 19°34'16" WEST, A DISTANCE OF 6.70 FEET TO THE POINT OF BEGINNING, CONTAINING 7,962 SQUARE FEET.

Tract 4 – Easement No. 4

AN PARCEL OF LAND LYING IN THE NORTHEAST 1/4 OF SECTION 4, TOWNSHIP 46 NORTH, RANGE 32 WEST, IN RAYMORE, CASS COUNTY, MISSOURI BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 4, THENCE SOUTH 02°29'41" WEST ALONG THE EAST LINE OF SAID NORTHEAST 1/4, A DISTANCE OF 639.74 FEET; THENCE NORTH 87°30'19" WEST, DEPARTING SAID EAST LINE, A DISTANCE OF 1170.13 FEET TO THE POINT OF BEGINNING OF THE EASEMENT OF LAND TO BE HEREIN DESCRIBED; THENCE NORTH 69°10'18" WEST, A DISTANCE OF 50.00 FEET; THENCE NORTH 19°57'52" EAST, A DISTANCE OF 5.29 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING AN INITIAL TANGENT BEARING OF NORTH 47°24'02" WEST, A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 299°38'58", AND AN ARC LENGTH OF 261.49 FEET; THENCE SOUTH 19°13'13" WEST, A DISTANCE OF 12.65 FEET TO THE POINT OF BEGINNING.

**EXHIBIT "B"**

CITY OF RAYMORE, MISSOURI  
APPLICATION FOR EASEMENT VACATION  
Property Area in Acres and/or Square Feet

<b>Easement No.</b>	<b>Footage/Area</b>
Tract 1 – Easement No. 1	0.181 Acres
Tract 2 – Easement No. 2	0.196 Acres
Tract 3 – Easement No. 3	0.183 Acres
Tract 4 – Easement No. 4	0.183 Acres

## EXHIBIT "C"

### CITY OF RAYMORE, MISSOURI APPLICATION FOR EASEMENT VACATION Plat in Which the Property is Located

The easements ("Easements") being vacated by the pending application were originally required by the City of Raymore as a condition for the development of the Cunningham at Creekmoor First Plat – Lots 1 through 68 and Tracts A, B, C and D ("First Plat") recorded on February 24, 2009 in Plat Book 00021 at Page 0036 in Cass County, Missouri (copy attached). The Easements are not within the boundaries of the First Plat but were recorded contemporaneously with it. In 2017, the First Plat was vacated by Ordinance 2017-041 (the "Ordinance") so that the owner could develop the property in an alternative configuration and phasing. A copy of the Ordinance is attached for review and reference.

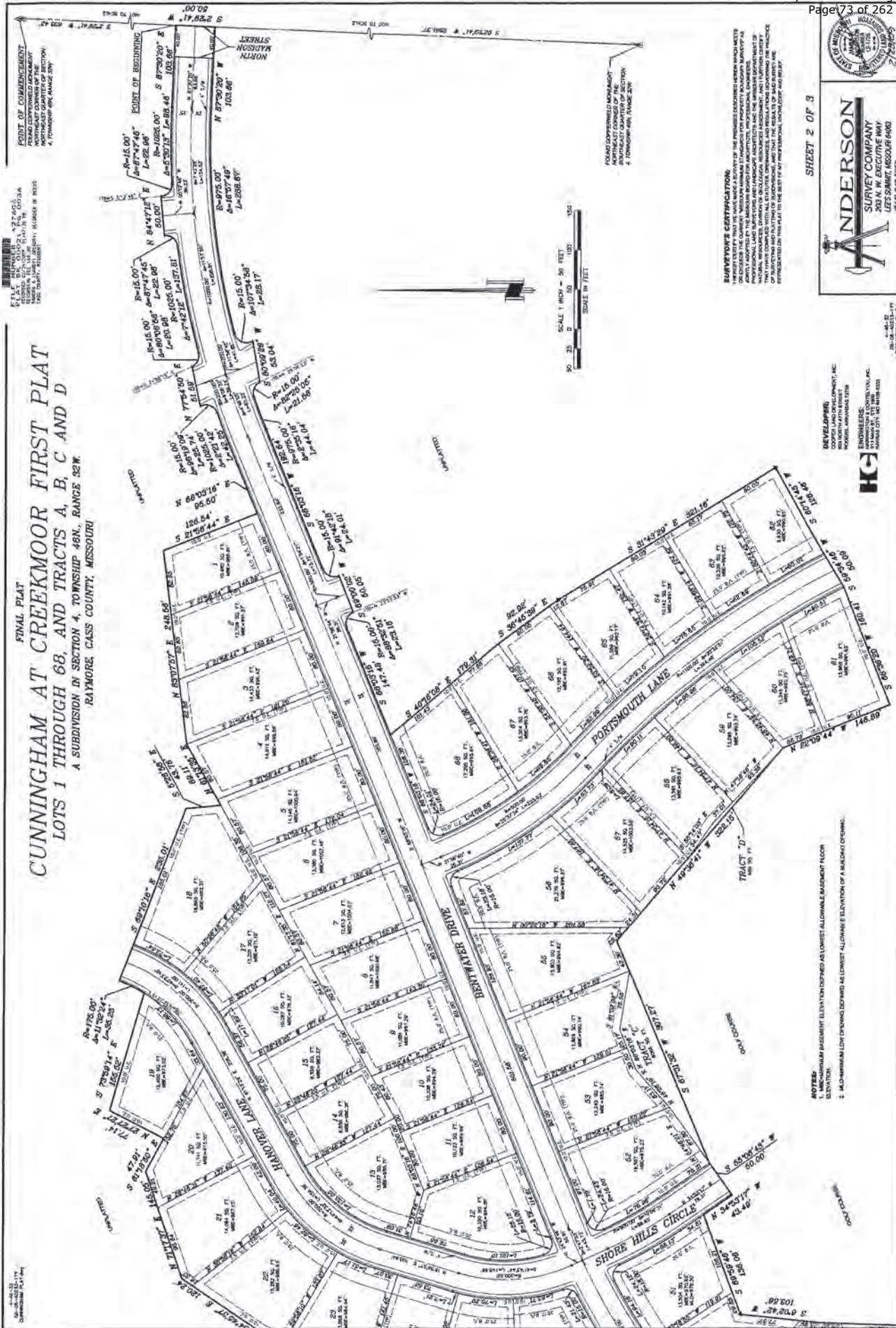
On October 24, 2017, following the vacation of the First Plat, the Cunningham at Creekmoor Second Plat – Lots 2 through 46 and Tracts A and B ("Second Plat") was recorded in Plat Book 00023 at Page 20 (copy attached). Two (2) of the Easements sought to be vacated are on the Second Plat.

The developer/owner of the Second Plat and the Cunningham at Creekmoor 3<sup>rd</sup> Plat – Lots 47 through 86 and Tracts C, D, E, F, G and H ("Third Plat") (copy attached) has indicated that the Easements are hindering the proper and further development and should be vacated. Applicant finds the request to be valid as the Easements only applied to the First Plat which has now been vacated.



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

FINAL PLAT  
 FILED IN PUBLIC RECORDS  
 RECORDS BOOK 22740-5  
 PLAT 111  
 RECORDS SECTION 11  
 OFFICE OF THE CLERK  
 JEFFERSON COUNTY, MISSOURI  
 10/28/2019 10:00 AM



POINT OF COMMENCEMENT  
 FOUND CORNERED MONUMENT  
 SOUTHEAST QUARTER OF SECTION  
 4, TOWNSHIP 48N., RANGE 32W.

POINT OF COMMENCEMENT  
 FOUND CORNERED MONUMENT  
 SOUTHEAST QUARTER OF SECTION  
 4, TOWNSHIP 48N., RANGE 32W.

**ENGINEER'S CERTIFICATION**  
 I HEREBY CERTIFY THAT THE FOREGOING DESCRIBED HEREIN INSTRUMENTS  
 WERE PREPARED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND  
 THAT I AM A LICENSED PROFESSIONAL LAND SURVEYOR AND ARCHITECT AND THE SAID INSTRUMENTS  
 WERE PREPARED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND  
 THAT I HAVE COMPLIED WITH ALL STATUTE, ORDINANCES AND REGULATIONS GOVERNING THE PRACTICE  
 OF MY PROFESSION IN THE STATE OF MISSOURI. I HAVE NOT BEEN DISQUALIFIED BY ANY COURT OF RECORD OR  
 ANY OTHER AUTHORITY FROM PRACTICING MY PROFESSION IN THE STATE OF MISSOURI.



**ANDERSON**  
 SURVEY COMPANY  
 203 N. W. EXECUTIVE WAY  
 LEES SUMMIT, MISSOURI 64080  
 (816) 246-5000

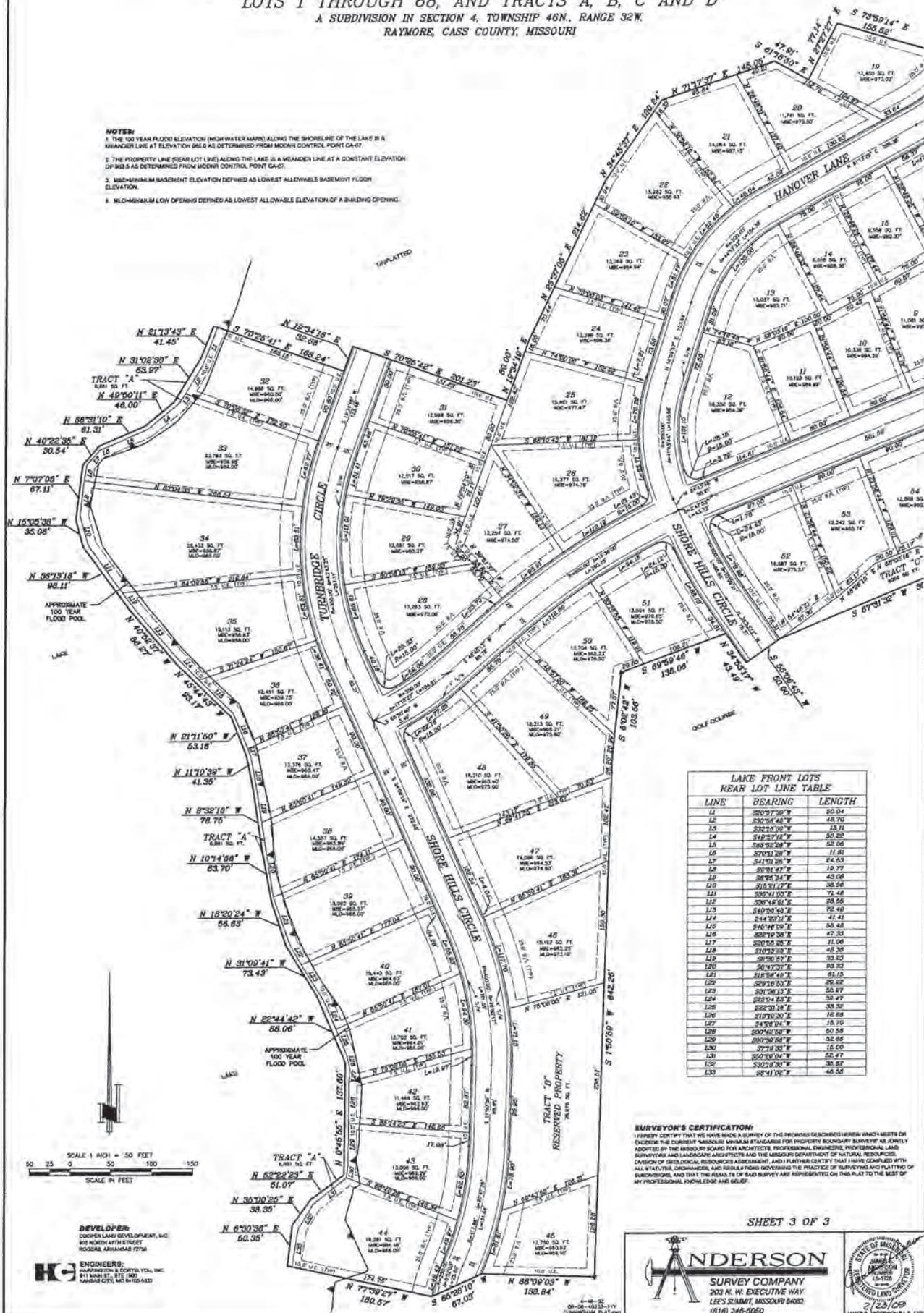
**HC**  
 ENGINEERS  
 HANCOCK COUNTY, MO.  
 1000 S. MAIN ST., 1ST FLOOR  
 WARREN, MISSOURI 64093

**NOTES:**  
 1. MECHANICAL BASEMENT ELEVATION DEFINED AS LOWEST ALLOWABLE BASEMENT FLOOR ELEVATION.  
 2. MECHANICAL LOW OPENING DEFINED AS LOWEST ALLOWABLE ELEVATION OF A MECHANICAL OPENING.

4-68-13  
 06-08-2019-11:14  
 CUNNINGHAM PLAT

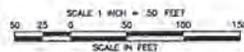
FINAL PLAT  
**CUNNINGHAM AT CREEKMOOR FIRST PLAT**  
 LOTS 1 THROUGH 68, AND TRACTS A, B, C AND D  
 A SUBDIVISION IN SECTION 4, TOWNSHIP 46N., RANGE 32W.  
 RAYMORE, CASS COUNTY, MISSOURI

- NOTES:**
1. THE 100 YEAR FLOOD ELEVATION (HIGH WATER MARK) ALONG THE SHORELINE OF THE LAKE IS A MEANDER LINE AT ELEVATION 962.0 AS DETERMINED FROM MOON CONTROL POINT CA-07.
  2. THE PROPERTY LINE (REAR LOT LINE) ALONG THE LAKE IS A MEANDER LINE AT A CONSTANT ELEVATION OF 962.5 AS DETERMINED FROM MOON CONTROL POINT CA-07.
  3. MINIMUM BASEMENT ELEVATION DEFINED AS LOWEST ALLOWABLE BASEMENT FLOOR ELEVATION.
  4. MINIMUM LOW OPENING DEFINED AS LOWEST ALLOWABLE ELEVATION OF A BUILDING OPENING.



**LAKE FRONT LOTS REAR LOT LINE TABLE**

LINE	BEARING	LENGTH
L1	S 89°09'44" W	26.84
L2	S 89°09'44" W	45.70
L3	S 89°09'44" W	18.71
L4	S 89°09'44" W	20.22
L5	S 89°09'44" W	52.06
L6	S 89°09'44" W	11.81
L7	S 89°09'44" W	24.63
L8	S 89°09'44" W	18.77
L9	S 89°09'44" W	43.08
L10	S 89°09'44" W	38.28
L11	S 89°09'44" W	71.48
L12	S 89°09'44" W	28.56
L13	S 89°09'44" W	22.40
L14	S 89°09'44" W	41.41
L15	S 89°09'44" W	28.56
L16	S 89°09'44" W	47.20
L17	S 89°09'44" W	11.06
L18	S 89°09'44" W	48.24
L19	S 89°09'44" W	33.73
L20	S 89°09'44" W	63.30
L21	S 89°09'44" W	81.15
L22	S 89°09'44" W	29.22
L23	S 89°09'44" W	50.97
L24	S 89°09'44" W	33.52
L25	S 89°09'44" W	39.47
L26	S 89°09'44" W	16.68
L27	S 89°09'44" W	15.70
L28	S 89°09'44" W	50.59
L29	S 89°09'44" W	52.64
L30	S 89°09'44" W	15.00
L31	S 89°09'44" W	55.47
L32	S 89°09'44" W	38.47
L33	S 89°09'44" W	45.55



**DEVELOPER:**  
 COUNTESS DEVELOPMENT, INC.  
 902 NORTH 44TH STREET  
 MOORE, ARKANSAS 72561

**ENGINEERS:**  
 HARRISON & CORTELLI, INC.  
 811 MAIN ST., STE. 1002  
 CAMDEN, MO. 64730-0332

**SURVEYOR'S CERTIFICATION:**  
 I HEREBY CERTIFY THAT WE HAVE MADE A SURVEY OF THE PRECISE DESCRIBED HEREIN WHICH MEETS OR EXCEEDS THE CURRENT MISSOURI MINIMUM STANDARDS FOR PROPERTY SURVEYING. I AM FULLY ADOPTED BY THE BOARD OF SURVEYING FOR ARCHITECTS, PROFESSIONAL ENGINEERS, PROFESSIONAL LAND SURVEYORS AND LANDSCAPE ARCHITECTS AND THE MISSOURI DEPARTMENT OF NATURAL RESOURCES DIVISION OF GEOLOGICAL RECONSTRUCTION ASSET, AND I FURTHER CERTIFY THAT I HAVE COMPLIED WITH ALL STATUTES, ORDINANCES, AND REGULATIONS GOVERNING THE PRACTICE OF SURVEYING AND PLATTING OF SURVEYS, AND THAT THE SIGNATURE OF EACH SURVEYOR IS REPRESENTED ON THIS PLAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF.

**ANDERSON SURVEY COMPANY**  
 202 N. W. EXECUTIVE WAY  
 LEE'S SUMMIT, MISSOURI 64083  
 (816) 245-5550

Recorded in Cass County, Missouri



Recording Date/Time: 07/14/2017 at 12:49:06 PM

Book: 4148 Page: 48

Instr #: 609461

Type: ORD1

Pages: 5

Fee: \$36.00 S 20170009213



Mike Medsker  
Recorder of Deeds

**BILL 3275**

**ORDINANCE 2017-041**

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

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

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

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

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

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

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

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

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

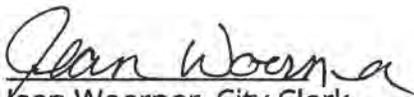
Section 5. Severability. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not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

**DULY READ THE FIRST TIME THIS 26<sup>th</sup> DAY OF JUNE, 2017.**

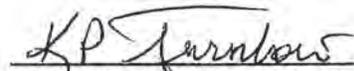
**BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 10<sup>th</sup> DAY OF JULY, 2017, BY THE FOLLOWING VOTE:**

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

ATTEST:

  
Jean Woerner, City Clerk

APPROVE:

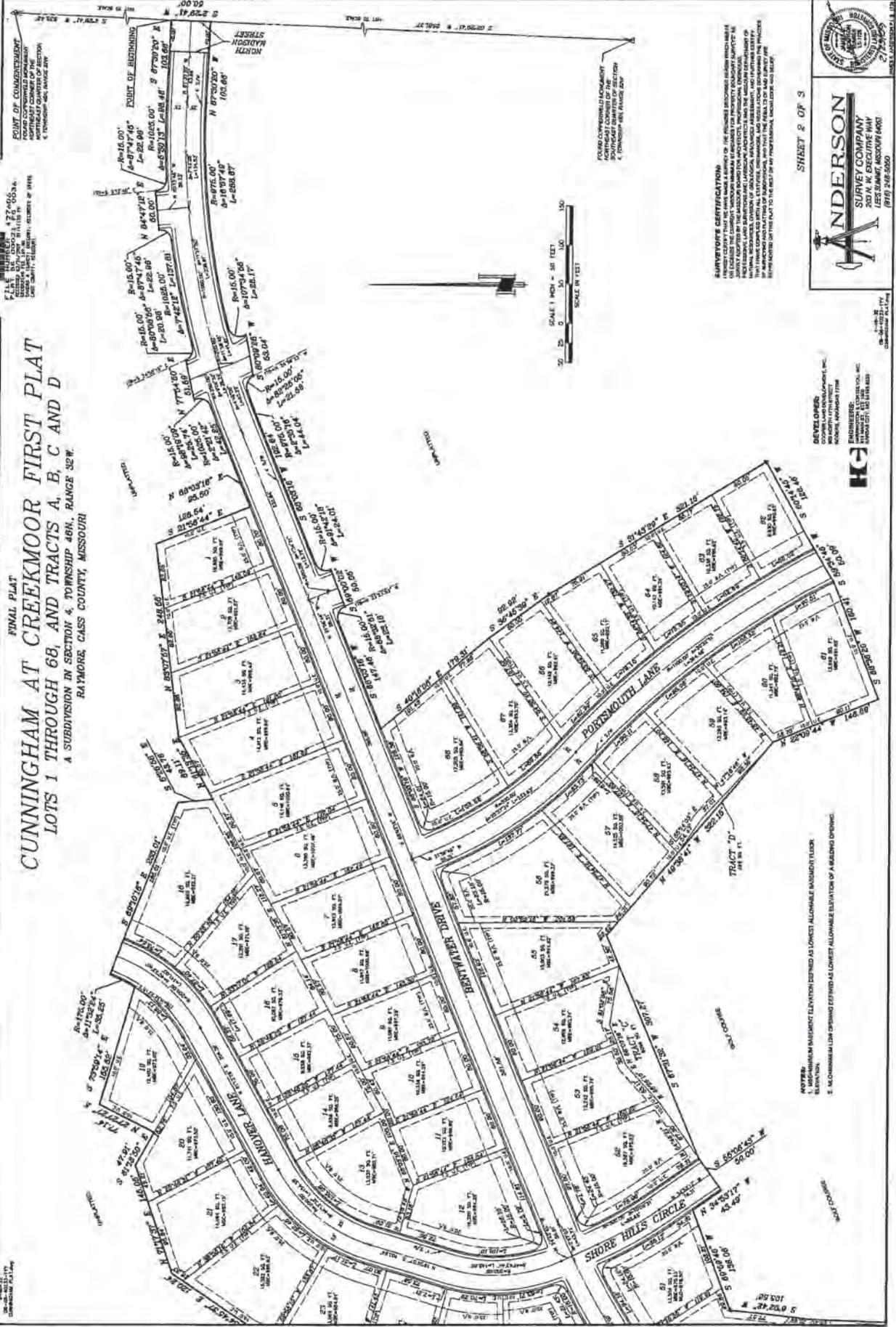
  
Kristofer P. Turnbow, Mayor



7/11/2017  
Date of Signature



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



FILE IN RECORDS 27-005-04  
 RECORDS SECTION, DIVISION OF REVENUE  
 STATE OF MISSOURI, JEFFERSON CITY, MISSOURI

FILE IN RECORDS 27-005-04  
 RECORDS SECTION, DIVISION OF REVENUE  
 STATE OF MISSOURI, JEFFERSON CITY, MISSOURI

**SURVEYOR'S CERTIFICATION**  
 I HEREBY CERTIFY THAT I HAVE MADE A REPLY OF THE RECORDS RECORDED HEREIN WITH ME IN  
 ACCORDANCE WITH THE PROVISIONS OF THE MISSOURI SURVEYING ACT, CHAPTER 201, R.S.M.  
 AS AMENDED, AND THAT THE SAME ARE CORRECT AND ACCURATE IN ALL PARTICULARS.  
 I HAVE ALSO MADE A REPLY OF THE RECORDS RECORDED HEREIN WITH ME IN ACCORDANCE  
 WITH THE PROVISIONS OF THE MISSOURI SURVEYING ACT, CHAPTER 201, R.S.M. AS AMENDED,  
 AND THAT THE SAME ARE CORRECT AND ACCURATE IN ALL PARTICULARS.  
 I HAVE ALSO MADE A REPLY OF THE RECORDS RECORDED HEREIN WITH ME IN ACCORDANCE  
 WITH THE PROVISIONS OF THE MISSOURI SURVEYING ACT, CHAPTER 201, R.S.M. AS AMENDED,  
 AND THAT THE SAME ARE CORRECT AND ACCURATE IN ALL PARTICULARS.

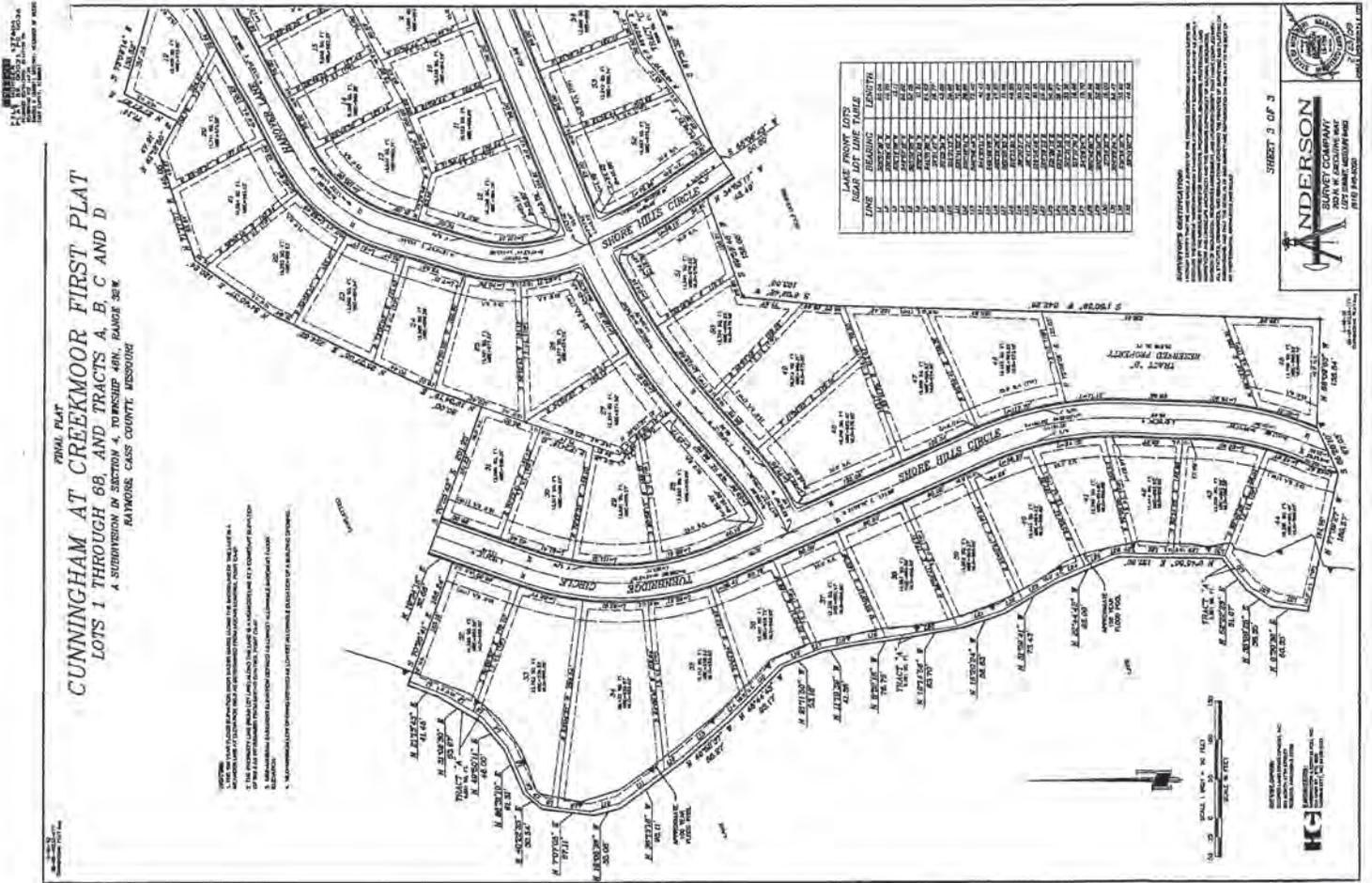


**ANDERSON**  
 SURVEY COMPANY, INC.  
 300 N. EXECUTIVE WAY  
 LEES SUMMIT, MISSOURI 64061  
 (816) 246-0000

**HC**  
 DEVELOPER:  
 HUNTER COMMUNITY DEVELOPMENT, INC.  
 100 NORTH 17TH STREET  
 RAYMORE, MISSOURI 64083  
 ENGINEER:  
 ANDERSON SURVEY COMPANY, INC.  
 300 N. EXECUTIVE WAY  
 LEES SUMMIT, MISSOURI 64061

**NOTES:**  
 1. MINIMUM FINISH ELEVATION SHOWN AS LOWEST ALLOWABLE FINISH ELEVATION.  
 2. MINIMUM FINISH ELEVATION SHOWN AS LOWEST ALLOWABLE FINISH ELEVATION OF A SECOND DRAINAGE.

SHEET 2 OF 3



SHEET 3 OF 3

**SURVEYOR'S CERTIFICATION:**  
 I, the undersigned, being a duly licensed Surveyor in the State of Missouri, do hereby certify that the foregoing is a true and correct copy of the original survey as shown to me by the owner of the land surveyed, and that the same is a true and correct copy of the original survey as shown to me by the owner of the land surveyed, and that the same is a true and correct copy of the original survey as shown to me by the owner of the land surveyed.



**K&J ENGINEERS & ARCHITECTS**  
 1000 EAST GARDNER ROAD  
 RAYMOND, MISSOURI 64080  
 PHONE: (417) 335-1111  
 FAX: (417) 335-1112



1. THE SURVEYOR HAS REVIEWED THE RECORDS OF THE PUBLIC RECORDS IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF RAYMOND COUNTY, MISSOURI, AND HAS FOUND NO RECORDS OF ANY PREVIOUS SURVEY OF THE LAND SHOWN ON THIS PLAT.  
 2. THE SURVEYOR HAS REVIEWED THE RECORDS OF THE PUBLIC RECORDS IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF RAYMOND COUNTY, MISSOURI, AND HAS FOUND NO RECORDS OF ANY PREVIOUS SURVEY OF THE LAND SHOWN ON THIS PLAT.  
 3. THE SURVEYOR HAS REVIEWED THE RECORDS OF THE PUBLIC RECORDS IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF RAYMOND COUNTY, MISSOURI, AND HAS FOUND NO RECORDS OF ANY PREVIOUS SURVEY OF THE LAND SHOWN ON THIS PLAT.  
 4. THE SURVEYOR HAS REVIEWED THE RECORDS OF THE PUBLIC RECORDS IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF RAYMOND COUNTY, MISSOURI, AND HAS FOUND NO RECORDS OF ANY PREVIOUS SURVEY OF THE LAND SHOWN ON THIS PLAT.



**FINAL PLAT**  
**CUNNINGHAM AT**  
**CREEKMOOR - SECOND PLAT**  
 LOTS 2 THROUGH 46 AND TRACTS A AND B  
 A SUBDIVISION IN RAYMORE, CASS COUNTY, MISSOURI  
 SECTION 4, TOWNSHIP 46 N, RANGE 32 W

Recorded in the County of Cass, Missouri  
 Recording Date/Time: 10/28/2019 at 02:43:51 PM  
 Page: 23  
 Book: 187  
 Sub: 187  
 Instrument: 187-187-187

10/28/2019  
 10:28 AM  
 Cass County, MO

RESERVED PROPERTY:  
 UNPLATTED AND  
 RESERVED FOR POSSIBLE  
 FUTURE DEVELOPMENT

RESERVED PROPERTY:  
 UNPLATTED AND  
 RESERVED FOR POSSIBLE  
 FUTURE DEVELOPMENT

RESERVED PROPERTY:  
 UNPLATTED AND  
 RESERVED FOR POSSIBLE  
 FUTURE DEVELOPMENT

RESERVED PROPERTY:  
 UNPLATTED AND  
 RESERVED FOR POSSIBLE  
 FUTURE DEVELOPMENT



Chart of "Grinder Pump Lots"  
 The following lots on this plat are to be served  
 by the low pressure grinder pump system.  
 LOTS 2-12, 24-27, 33-45

**LEGEND**

- BACKLASH LINE
- UTILITY & EASEMENT
- EASEMENT
- BOUNDARY
- CONVEYANCE RECORD
- UTILIZATION RECORD
- EASEMENT LINE

**RECORDER'S CERTIFICATION:**  
 I HEREBY CERTIFY THAT I HAVE MADE A SURVEY OF THE PREMISES DESCRIBED HEREIN WHICH MEETS OR EXCEEDS THE CURRENT MISSOURI STANDARD FOR PROPERTY SURVEY PRACTICE AS ADOPTED BY THE MISSOURI SURVEYORS BOARD AND THAT I HAVE COMPLIED WITH ALL STATUTES, ORDINANCES AND LANDMARK AGREEMENTS AND RULES GOVERNING THE PRACTICE OF SURVEYING IN THE STATE OF MISSOURI. THE SURVEY HAS BEEN PREPARED IN ACCORDANCE WITH THE MISSOURI SURVEYING ACT AND THE RULES OF THE MISSOURI SURVEYORS BOARD AND IS TRUE AND CORRECT.

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

11/27/2019  
 10:28 AM  
 Cass County, MO

SHEET 2 OF 2



156TH STREET  
 NORTH LINE OF THE NORTHEAST QUARTER  
 OF SECTION 4, TOWNSHIP 46 NORTH,  
 RANGE 32 WEST

3 270' 0" W 106' 0" E

3 270' 0" W 106' 0" E

EAST LINE OF THE NORTHEAST QUARTER  
 OF SECTION 4, TOWNSHIP 46 NORTH,  
 RANGE 32 WEST

7 270' 0" W 106' 0" E

3 270' 0" W 106' 0" E

EAST LINE OF THE NORTHEAST QUARTER  
 OF SECTION 4, TOWNSHIP 46 NORTH,  
 RANGE 32 WEST

5 270' 0" W 106' 0" E



RESERVED PROPERTY,  
 UNPLATTED AND  
 RESERVED FOR POSSIBLE  
 FUTURE DEVELOPMENT

NORTH LINE OF THE SOUTHWEST  
 QUARTER OF SECTION 4, TOWNSHIP  
 48 NORTH, RANGE 32 WEST

MAINTENANCE FACILITY AT  
 CREEKMOOR LOT 1

EAST LINE OF THE SOUTHWEST  
 QUARTER OF SECTION 4, TOWNSHIP  
 48 NORTH, RANGE 32 WEST

UNPLATTED CORNER OF  
 THE SOUTHWEST QUARTER  
 OF SECTION 4, TOWNSHIP  
 48 NORTH, RANGE 32 WEST

Chart of "Grinder Pump Lots"  
 THE FOLLOWING LOTS ARE TO BE SERVED  
 LOTS 47 - 54



# CUNNINGHAM AT CREEKMOOR- 3RD PLAT

FINAL PLAT  
 LOTS 47 THROUGH 86, AND TRACTS C, D, E, F, G AND H  
 A SUBDIVISION IN RAYMORE, CASS COUNTY, MISSOURI  
 SECTION 4, TOWNSHIP 48 N, RANGE 32 W

- NOTES:
1. THE FOLLOWING STANDARD DIMENSIONALITY SHALL BE SET FORTH IN THE PLAT: ALL DIMENSIONS SHALL BE IN FEET AND ALL DIMENSIONS SHALL BE TO THE CENTER OF THE LINE UNLESS OTHERWISE SPECIFIED.
  2. THE FOLLOWING STANDARD DIMENSIONALITY SHALL BE SET FORTH IN THE PLAT: ALL DIMENSIONS SHALL BE IN FEET AND ALL DIMENSIONS SHALL BE TO THE CENTER OF THE LINE UNLESS OTHERWISE SPECIFIED.
  3. THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR THE PROVISION OF ALL UTILITIES TO THE PROPERTY. THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR THE PROVISION OF ALL UTILITIES TO THE PROPERTY. THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR THE PROVISION OF ALL UTILITIES TO THE PROPERTY.
  4. THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR THE PROVISION OF ALL UTILITIES TO THE PROPERTY. THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR THE PROVISION OF ALL UTILITIES TO THE PROPERTY. THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR THE PROVISION OF ALL UTILITIES TO THE PROPERTY.
  5. THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR THE PROVISION OF ALL UTILITIES TO THE PROPERTY. THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR THE PROVISION OF ALL UTILITIES TO THE PROPERTY. THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR THE PROVISION OF ALL UTILITIES TO THE PROPERTY.

**LEGEND**

- BOUNDARY LINE
- UTILITY EASEMENT
- CONVEYANCE EASEMENT
- UNPLATTED CORNER
- RESERVED PROPERTY
- RESERVED FOR POSSIBLE FUTURE DEVELOPMENT

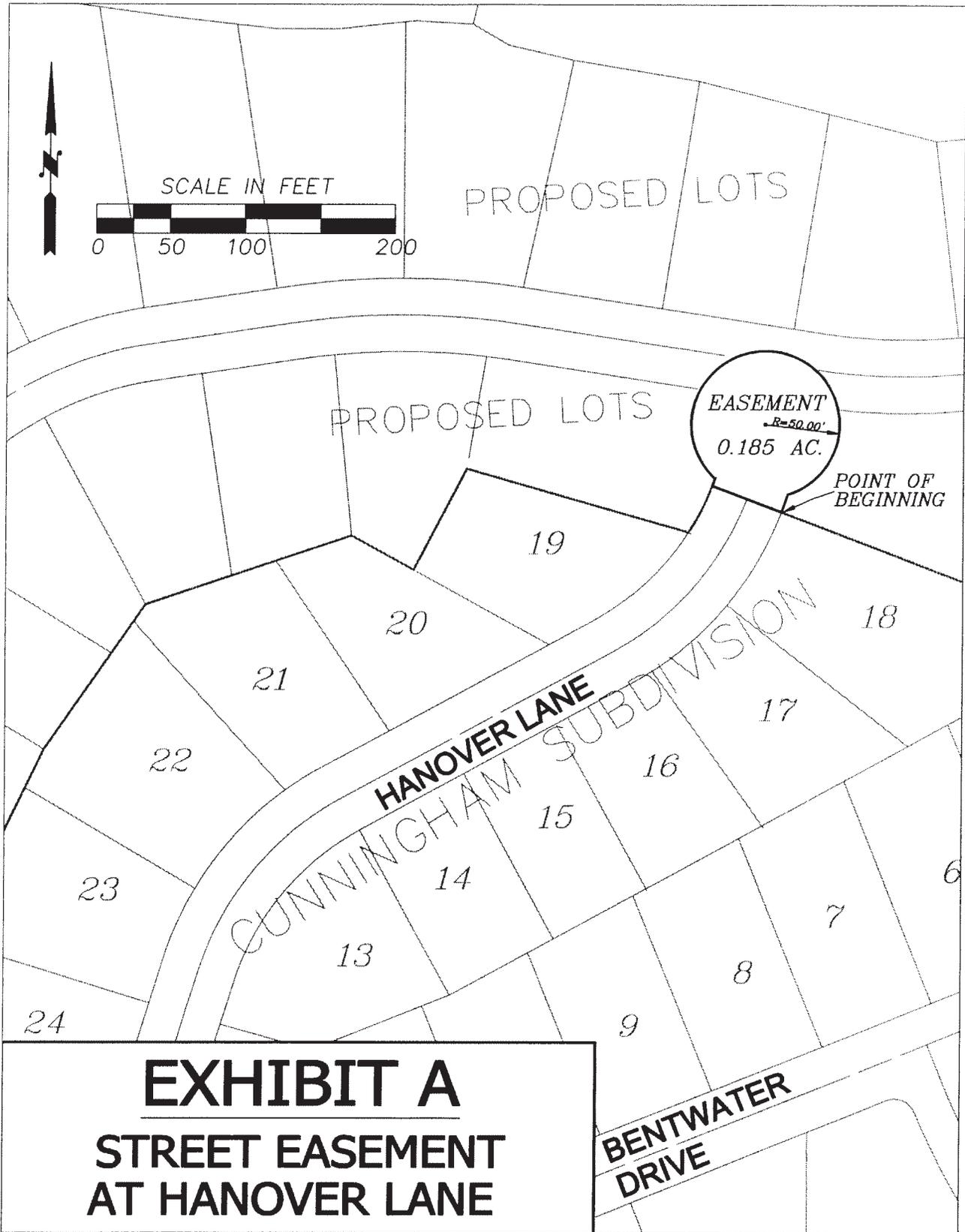
SCALE 1" = 60' (SEE PLAN)

SCALE IN FEET

0 30 60 120 180

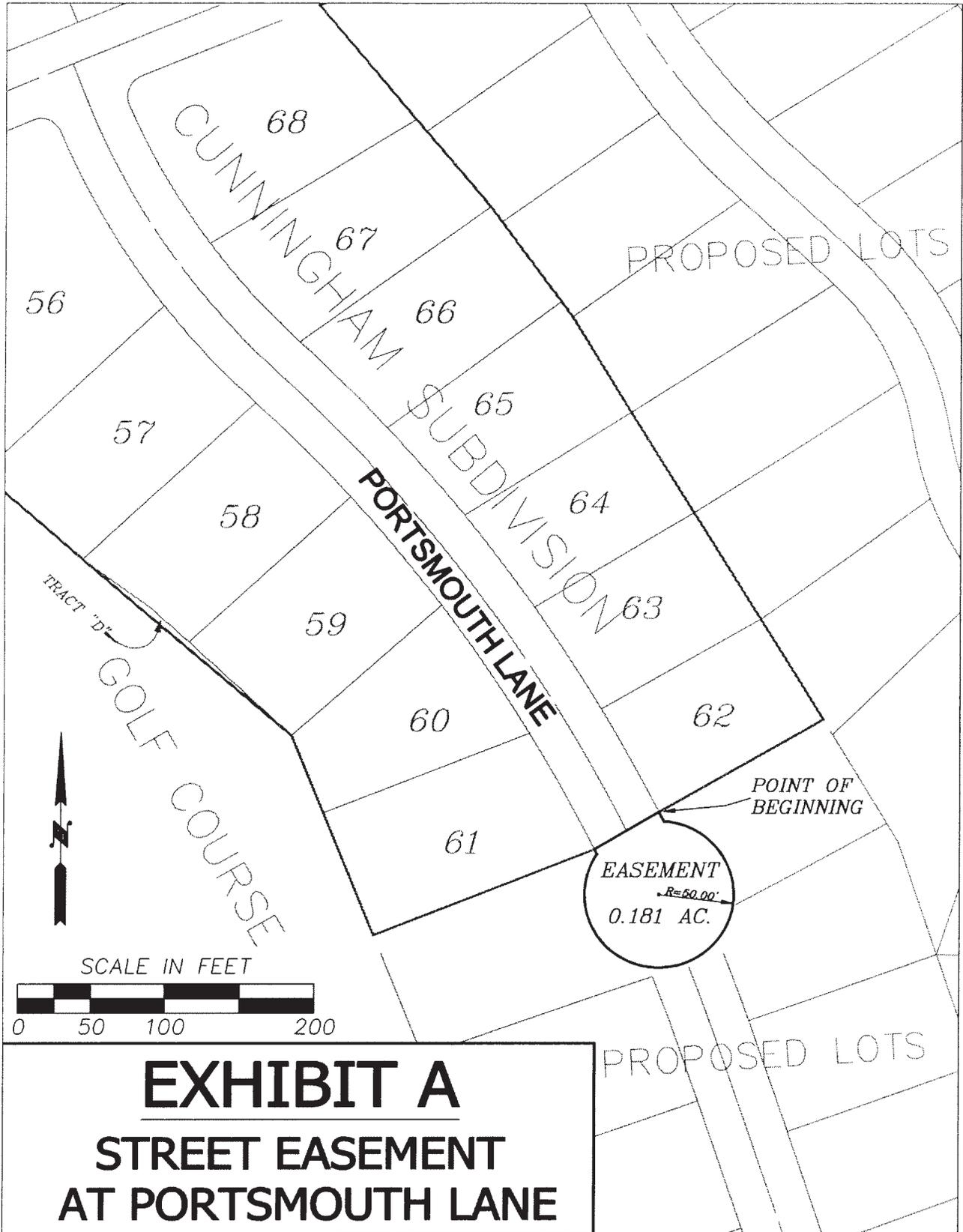
**ANDERSON**  
 SURVEY COMPANY  
 203 N. W. EXECUTIVE WAY  
 LEES SUMMIT, MISSOURI 64063  
 (816) 246-5000

DATE: 10/28/2019  
 SHEET 2 OF 2

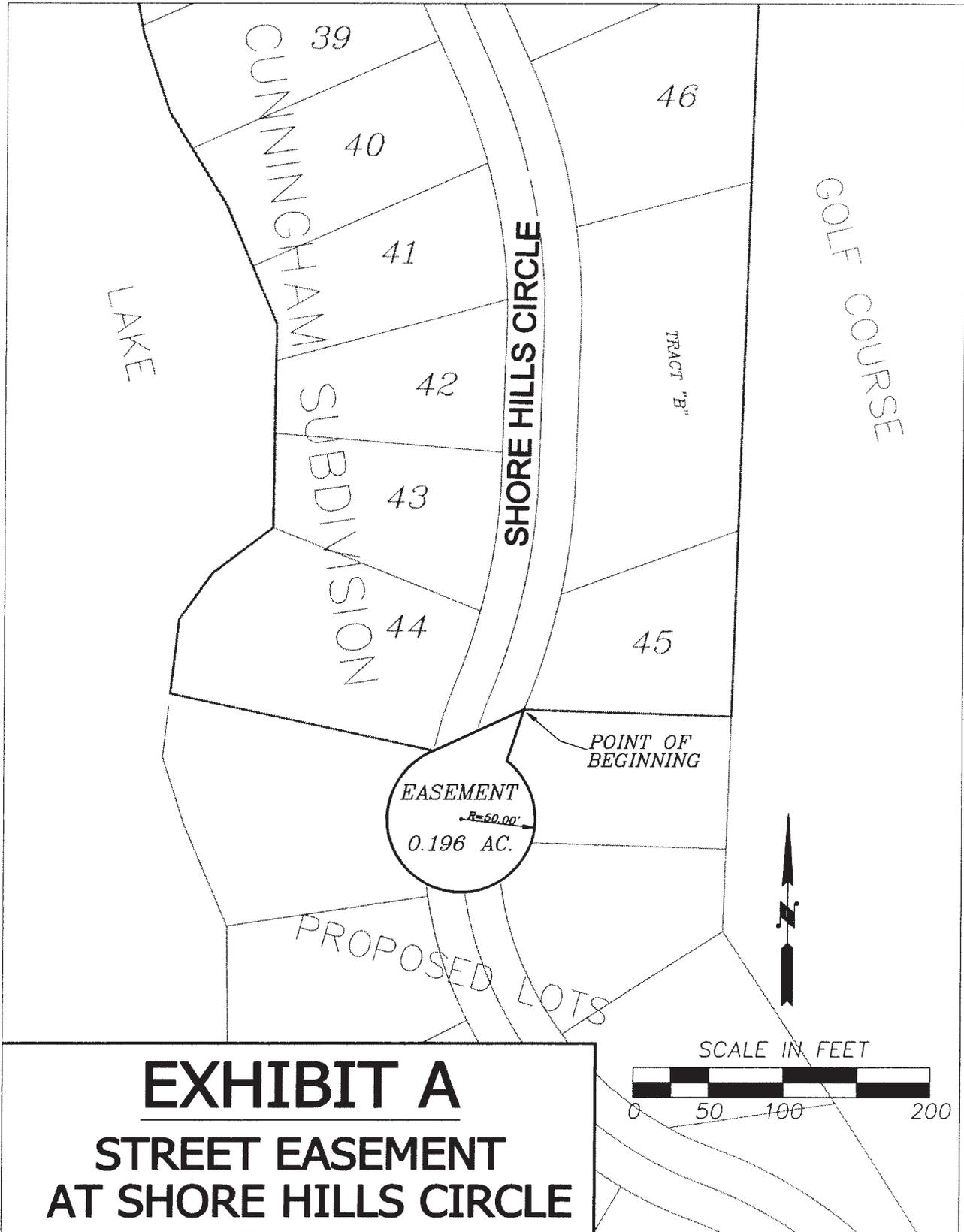


**EXHIBIT A**  
**STREET EASEMENT**  
**AT HANOVER LANE**

4

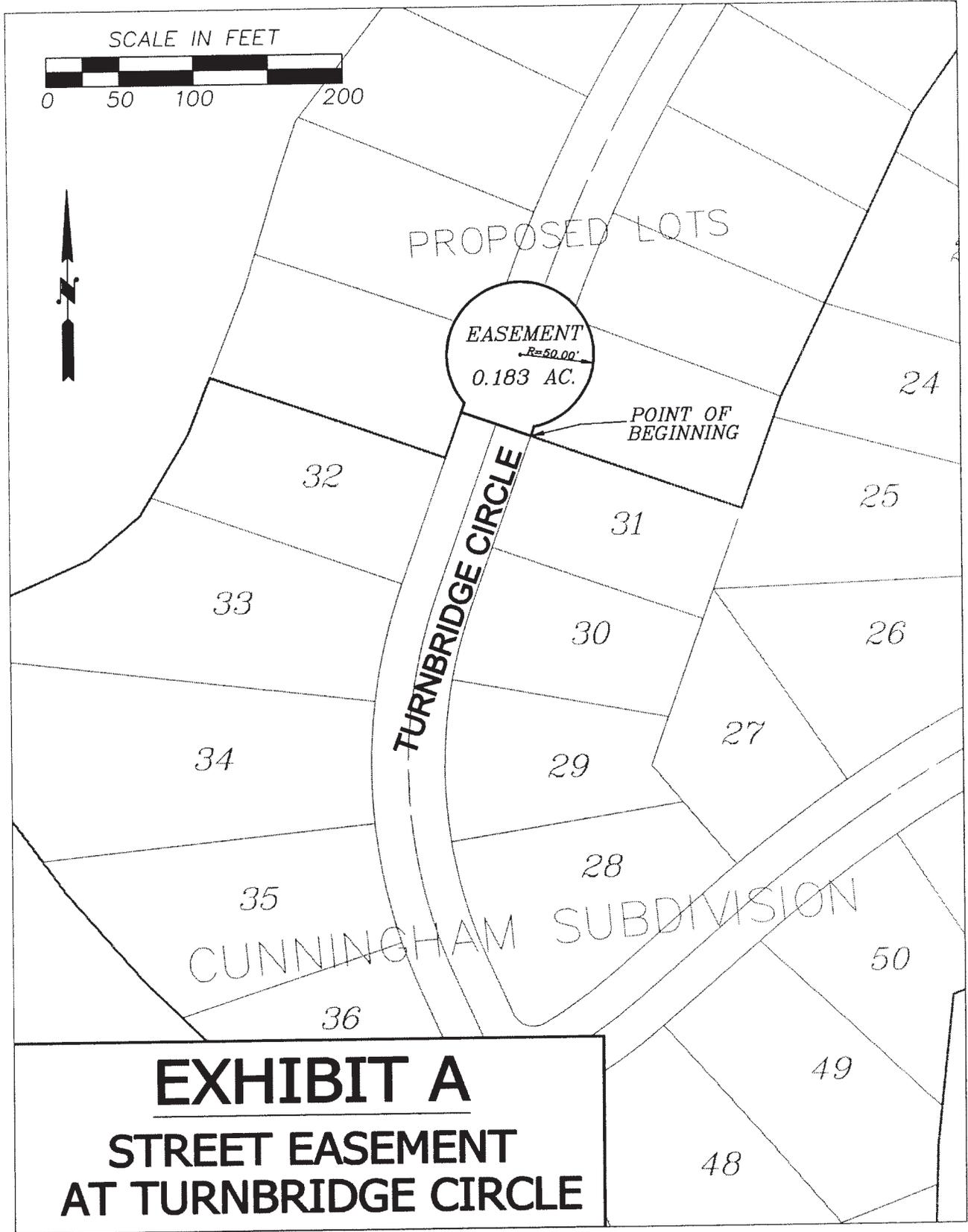


**EXHIBIT A**  
**STREET EASEMENT**  
**AT PORTSMOUTH LANE**



**EXHIBIT A**  
**STREET EASEMENT**  
**AT SHORE HILLS CIRCLE**

4



4



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

DATE: Oct. 14, 2019

SUBMITTED BY: Nathan Musteen

DEPARTMENT: Parks & Recreation

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

**TITLE / ISSUE / REQUEST**

Bill 3487 - Hawk Ridge Park, Sod & Hydroseed

**STRATEGIC PLAN GOAL/STRATEGY**

Goal 2.2.3: Value and protect natural resources and green spaces

**FINANCIAL IMPACT**

Award To: Welch Silt Fence and Erosion Control  
Amount of Request/Contract: \$60,697.50  
Amount Budgeted:  
Funding Source/Account#: Stormwater Sales Tax Fund (46)

**PROJECT TIMELINE**

Estimated Start Date	Estimated End Date
November 4	December 13

**STAFF RECOMMENDATION**

Approval

**OTHER BOARDS & COMMISSIONS ASSIGNED**

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

**LIST OF REFERENCE DOCUMENTS ATTACHED**

Quote

REVIEWED BY:

JZME

## BACKGROUND / JUSTIFICATION

As the Hawk Ridge Park project comes to a close, staff has determined that additional improvements to the turf establishment plan needs to be addressed.

The seating area at the amphitheater was graded, seeded and a matting put in place for a fall growing season. Unfortunately, the heavy rains have proven that the seeding plan is not sufficient. Still, heavy rains created ruts and washed away the seed. A more aggressive plan is required to prevent runoff into Johnston Lake.

To complete the turf establishment plan and protect the water quality of Johnston Lake, staff has divided the park into three different areas to lay sod and and apply hydro-seed.

Staff has determined that the amphitheater seating area and the area immediately surrounding the north shelter facility require sod to prevent further runoff and to establish a strong stand of grass much faster. All other areas, which see much less foot-traffic, will be hydro-seeded.

Hydro-seeding is an alternative to the traditional process of broadcasting or sowing dry seed. In a hydro-seed application, seed is mixed into a slurry or water solution and sprayed onto the ground. Hydro-seeding is an effective application for hillsides and sloping lawns to help with erosion control and quick planting.

As winter approaches and the fall growing season comes to an end, it is important that we utilize the remainder of the growing season to ensure we have a good stand of grass for 2020.

In efforts to expedite the process and be able to utilize fall growing season, staff obtained two quotes for the project. Staff reached out to a third company with no response:

Welch Silt Fence and Erosion Control - \$60,697.50

Mike O'Conner Sodding, LLC - \$76,457.58

**BILL 3487**

**ORDINANCE**

**"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE INSTALLATION OF SOD AND APPLICATION OF HYDRO-SEED IN DESIGNATED CONSTRUCTION AREAS AT HAWK RIDGE PARK WITH WELCH SILT FENCE AND EROSION CONTROL LLC."**

**WHEREAS**, Hawk Ridge Park amphitheater and activity areas require established turf; and

**WHEREAS**, heavy rains and runoff have prevented the areas from establishing natural turf; and

**WHEREAS**, staff has determined specific areas that require sod and a hydro-seed application to establish the needed turf; and

**WHEREAS**, Welch Silt Fence and Erosion Control LLC. has been determined the lowest and best quote.

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

Section 1: The City Manager is authorized to enter into an agreement with Welch Silt Fence and Erosion Control attached as Exhibit A.

Section 2: The City Manager is authorized to approve change orders up to budget amounts.

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

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

**DULY READ THE FIRST TIME THIS 14TH DAY OF OCTOBER, 2019.**

**BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 28TH DAY OF OCTOBER, 2019, BY THE FOLLOWING VOTE:**

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

ATTEST:

APPROVE:

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

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

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

**Welch Silt Fence & Erosion Control, LLC**

**WBE/DBE  
 Kansas City, MO**

PO Box 526  
 Peculiar, MO 64078  
 Estimating: Rob 816-695-3270

Office: 816-651-7358  
 Fax: 816-779-4800

**Estimate**

Date	Estimate #
8/20/2019	1676

Name / Address
<b>City of Raymore</b> <b>100 Municipal Court</b> <b>Raymore, MO 64083</b> <b>City Park/Amphitheater Sod</b>

Description	Qty	Rate	Total
Site 1			
Remove Erosion Blanket - Ls	1	1,200.00	1,200.00
Ground Prep - Ls	1	850.00	850.00
Silt Fence Removal and haul off - Ls	1	850.00	850.00
Fescue Sod - Sq Yrd 3 weeks watering included	6,525	6.50	42,412.50
Hydro seed - Acre	1.3	2,200.00	2,860.00
Bid excludes Maintenance, traffic control, grading or top soil			<b>Total</b>
			\$48,172.50

**Welch Silt Fence & Erosion Control, LLC**

**WBE/DBE  
 Kansas City, MO**

PO Box 526  
 Peculiar, MO 64078  
 Estimating: Rob 816-695-3270

Office: 816-651-7358  
 Fax: 816-779-4800

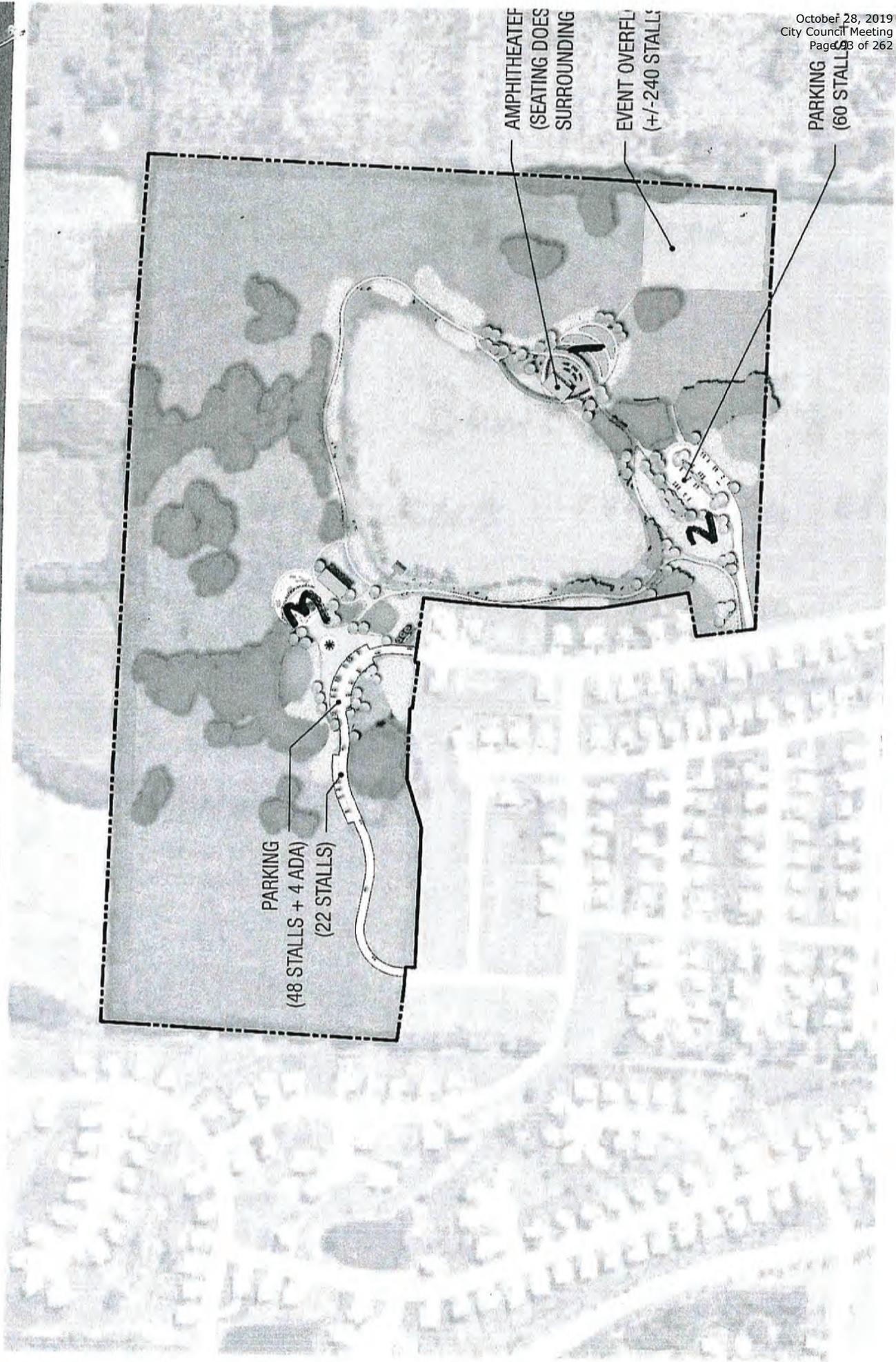
**Estimate**

Date	Estimate #
8/20/2019	1675

Name / Address
<b>City of Raymore</b> <b>100 Municipal Court</b> <b>Raymore, MO 64083</b> <b>City Park/Amphitheater</b>

Description	Qty	Rate	Total
Site 3			
Hydro seed - Acre	1.25	2,500.00	3,125.00
Ground Prep - Ls	1	850.00	850.00
Fescue Sod - Sq Yrd 3 weeks watering included	550	6.50	3,575.00
Site 2			
Hydro seed - Acre	1.65	2,500.00	4,125.00
Ground Prep - Ls	1	850.00	850.00
Site 1			
Hydro seed - Acre	2.64	2,500.00	6,600.00
Ground Prep - Ls	1	850.00	850.00
Erosion Blanket Removal - Ls	1	1,200.00	1,200.00
Site 1 option - leave erosion blanket and drill seed through it for \$400			
Bid excludes Maintenance, traffic control, Watering, grading or top soil		<b>Total</b>	<b>\$21,175.00</b>

# Master Plan | Phase I



PARKING  
(48 STALLS + 4 ADA)  
(22 STALLS)

AMPHITHEATER  
(SEATING DOES  
SURROUNDING

EVENT OVERFL  
(+/-240 STALLS)

PARKING  
(60 STALLS)





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

DATE: Oct. 14, 2019

SUBMITTED BY: Nathan Musteen

DEPARTMENT: Parks & Recreation

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

**TITLE / ISSUE / REQUEST**

Bill 3488- Budget Amendment - Hawk Ridge Park Sod & Hydro-seed

**STRATEGIC PLAN GOAL/STRATEGY**

Goal 2.2.3: Value and protect natural resources and green spaces

**FINANCIAL IMPACT**

Award To:

Amount of Request/Contract: Budget Amendment total amount \$65,000

Amount Budgeted:

Funding Source/Account#: Stormwater Sales Tax Fund (46)

**PROJECT TIMELINE**

Estimated Start Date	Estimated End Date

**STAFF RECOMMENDATION**

Approval

**OTHER BOARDS & COMMISSIONS ASSIGNED**

Name of Board or Commission:

Date:

Action/Vote:

**LIST OF REFERENCE DOCUMENTS ATTACHED**

REVIEWED BY:

Jim Feuerborn

## BACKGROUND / JUSTIFICATION

This budget amendment will allocate funds from the Stormwater Sales Tax Fund (46) to install sod and a hydro-seed application in the designated areas at Hawk Ridge Park.

This project is necessary to ensure a strong stand of turf to prevent stormwater runoff into Johnston Lake and establish grass in the construction areas at Hawk Ridge Park.

Staff is recommending a budget amendment in the amount of \$65,000 to complete the project and establish a contingency fund should it be needed.

**BILL 3488**

**ORDINANCE**

**“AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING AN AMENDMENT TO THE FISCAL YEAR 2019 CAPITAL BUDGET, STORMWATER SALES TAX FUND (46) TO PROVIDE FUNDING FOR THE SOD AND HYDRO-SEED APPLICATION AT HAWK RIDGE PARK.”**

**WHEREAS**, funding is necessary for this project; and

**WHEREAS**, a budget amendment to Fiscal Year 2019 capital budget is necessary to provide these funds.

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

Section 1. That the City of Raymore Fiscal Year 2019 Capital Budget is amended as follows:

<u>Expenditures</u>	<u>Budgeted</u>	<u>Amended Budget</u>	<u>Change</u>
Stormwater Sales Tax Fund (46)	\$0	\$65,000	\$65,000

Section 2. Any Ordinance or part thereof which conflicts with this Ordinance shall be null and void.

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

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

**DULY READ THE FIRST TIME THIS 14TH DAY OF OCTOBER, 2019.**

**BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 28TH DAY OF OCTOBER, 2019, BY THE FOLLOWING VOTE:**

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

ATTEST:

APPROVE:

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

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

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



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

DATE: Oct. 14, 2019

SUBMITTED BY: Elisa Williams

DEPARTMENT: Finance

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

**TITLE / ISSUE / REQUEST**

Bill 3492 - Budget Amendment FY2019 Operating Adjustments

**STRATEGIC PLAN GOAL/STRATEGY**

4.3.2: Establish a strong connections between the budget and the strategic plan

**FINANCIAL IMPACT**

Award To:  
Amount of Request/Contract:  
Amount Budgeted:  
Funding Source/Account#: General, Park & Restricted Revenue Funds

**PROJECT TIMELINE**

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

**STAFF RECOMMENDATION**

Approval

**OTHER BOARDS & COMMISSIONS ASSIGNED**

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

**LIST OF REFERENCE DOCUMENTS ATTACHED**

**REVIEWED BY:**

Jim Feuerborn

## BACKGROUND / JUSTIFICATION

During Fiscal Year 2019, the following operating transactions occurred that require budget amendments. Finance staff has accumulated these items to be addressed as a single budget amendment.

1. The Engineering Department had additional expenditures associated with vehicle repairs & maintenance. \$3,335
2. The Stormwater Department had additional expenditures associated with personnel & right-of-way maintenance. \$14,852
3. The Buildings & Grounds Department had additional expenditures associated with propane gas purchases. \$4,160
4. The Police Department had additional expenditures associated with sending recruits through the police academy. Staff requested a line-item transfer from personnel to contractual within the department. \$9,500
5. The Recreation Department of the Parks Fund experienced more recreation activity than budgeted leading to additional program expenditures that were offset by additional revenues. \$32,974
6. The expenses associated with Annexation efforts were not originally budgeted for FY2019 in the Restricted Revenue Fund. \$10,000

**BILL 3492**

**ORDINANCE**

**"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AMENDING THE FISCAL YEAR 2019 OPERATING BUDGET."**

**WHEREAS**, the Fiscal Year 2019 budget was adopted by the Raymore City Council; and

**WHEREAS**, during 2018-2019 the Engineering Department of the General Fund had additional expenditures associated with vehicle repairs & maintenance; and

**WHEREAS**, during 2018-2019 the Stormwater Department of the General Fund had additional expenditures associated with personnel & right-of-way maintenance; and

**WHEREAS**, during 2018-2019 the Buildings & Grounds Department of the General Fund had additional expenditures associated with propane usage; and

**WHEREAS**, during 2018-2019 the Police Department of the General Fund had additional expenditures associated with sending recruits through the police academy. Staff requested a line item transfer from personnel to contractual within the department; and

**WHEREAS**, during 2018-2019 the Recreation Department of the Park Fund experienced more recreation activity than budgeted leading to additional program expenditures; and

**WHEREAS**, during 2018-2019 there were expenses associated with annexation out of the Restricted Revenue Fund that were not budgeted; and

**WHEREAS**, staff recommends amending FY 2019 Operating Budget.

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

Section 1. That the City of Raymore Fiscal Year 2019 Operating Budget is amended as follows:

<u>Revenues</u>	<u>Budgeted</u>	<u>Amended Budget</u>	<u>Change</u>
Park Fund - Rec (25-26)	\$311,720	\$344,694	\$32,974

<b><u>Expenditures</u></b>	<b><u>Budgeted</u></b>	<b><u>Amended Budget</u></b>	<b><u>Change</u></b>
General Fund - Eng (01-05)	\$420,592	\$423,927	\$3,335
General Fund - Storm (01-09)	\$301,313	\$316,165	\$14,852
General Fund - B&G (01-07)	\$374,280	\$378,440	\$4,160
General Fund - Police (01-15)	\$9,500	\$9,500	\$0
Park Fund - Recreation (25-26)	\$537,076	\$570,050	\$32,974
Restricted Revenue Fund (04)	\$63,480	\$73,480	\$10,000

Section 2. Any Ordinance or part thereof which conflicts with this Ordinance shall be null and void.

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

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

**DULY READ THE FIRST TIME THIS 14TH DAY OF OCTOBER, 2019.**

**BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 28TH DAY OF OCTOBER, 2019, BY THE FOLLOWING VOTE:**

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

ATTEST:

APPROVE:

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

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

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





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

DATE: Oct. 14, 2019

SUBMITTED BY: Elisa Williams

DEPARTMENT: Finance

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

**TITLE / ISSUE / REQUEST**

Bill 3494 - Budget Amendment FY2019 VERP

**STRATEGIC PLAN GOAL/STRATEGY**

4.3.2: Establish a strong connections between the budget and the strategic plan

**FINANCIAL IMPACT**

Award To:  
Amount of Request/Contract:  
Amount Budgeted:  
Funding Source/Account#: Vehicle Equipment Replacement Program (03)

**PROJECT TIMELINE**

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

**STAFF RECOMMENDATION**

Approve

**OTHER BOARDS & COMMISSIONS ASSIGNED**

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

**LIST OF REFERENCE DOCUMENTS ATTACHED**

**REVIEWED BY:**

Jim Feuerborn

## BACKGROUND / JUSTIFICATION

For the City to maintain exceptional service, it is necessary to replace a truck in the Engineering Department as well as a dump truck in the Street Department fleets. Both of these vehicles are currently in the Vehicle Equipment Replacement Program (VERP). This budget amendment will accelerate the replacement of each.

**BILL 3494**

**ORDINANCE**

**"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AMENDING THE FISCAL YEAR 2019 BUDGET."**

**WHEREAS**, the Fiscal Year 2019 budget was adopted by the Raymore City Council on October 22, 2018; and

**WHEREAS**, City staff recommends to the City Council the purchase of one (1) truck for the Engineering Department and one (1) dump truck for the Street Department currently included in the Vehicle Equipment Replacement Program (VERP); and

**WHEREAS**, staff recommends amending FY 2019 Operating Budget for these purchases.

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

Section 1. That the City of Raymore Fiscal Year 2019 Operating Budget is amended as follows:

<b><u>Expenditures</u></b>	<b><u>Budgeted</u></b>	<b><u>Amended Budget</u></b>	<b><u>Change</u></b>
VERP Fund (03)	\$150,275	\$350,275	\$200,000

Section 2. Any Ordinance or part thereof which conflicts with this Ordinance shall be null and void.

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

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

**DULY READ THE FIRST TIME THIS 14TH DAY OF OCTOBER, 2019.**

**BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 28TH DAY OF OCTOBER, 2019, BY THE FOLLOWING VOTE:**

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

ATTEST:

APPROVE:

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

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

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



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

DATE: Oct. 14, 2019

SUBMITTED BY: Mike Krass

DEPARTMENT: Public Works

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

**TITLE / ISSUE / REQUEST**

Bill 3490 - Establishing stop signs

**STRATEGIC PLAN GOAL/STRATEGY**

2.2.2 Create and maintain a well-connected transportation network

**FINANCIAL IMPACT**

Award To:  
Amount of Request/Contract:  
Amount Budgeted:  
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**

Map  
Stop Sign Policy

**REVIEWED BY:**

Jim Feuerborn

## BACKGROUND / JUSTIFICATION

Washington Street is identified as a collector street on the City's Transportation Plan and was recently extended through the Heritage Hills 6th Development. The City's Stop Sign Policy calls for a stop sign to be placed on all local streets intersecting with collector and arterial streets.

At this time staff is recommending stop signs be installed on Samantha Street and Pointe Lane at Washington Street.

**BILL 3490**

**ORDINANCE**

**“AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AMENDING SCHEDULE IV OF TITLE III: TRAFFIC CODES BY ESTABLISHING A STOP SIGN WITHIN THE CITY LIMITS OF RAYMORE, CASS COUNTY, MISSOURI.”**

**WHEREAS**, the development within the City limits of Raymore, Missouri, has increased congestion and traffic within the City limits; and

**WHEREAS**, the City Staff have evaluated the existing intersection within the City limits of Raymore, Missouri; and

**WHEREAS**, the City Council of the City of Raymore finds and declares a stop sign shall be established and the provisions hereinafter contained and enacted are in pursuance of and for the purpose of securing and promoting the public safety, health, and general welfare of persons in the City of Raymore in their use of public right-of-ways.

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

Section 1. The following stop sign shall be established:

- Samantha Street and Point Lane at Washington Street

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

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

**DULY READ THE FIRST TIME THIS 14TH DAY OF OCTOBER, 2019.**

**BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 28TH DAY OF OCTOBER, 2019, BY THE FOLLOWING VOTE:**

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

ATTEST:

APPROVE:

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

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

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



Raymore, MO. Sources: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNR/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community  
County of Raymore, MO

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

Date: 10/2/2019

Last Revised 10/03/2016

## **City of Raymore Administrative Policy Regarding the Installation of “Stop” Signs**

Governing Document Reference:

Manual on Uniform Traffic Control Devices for Streets and Highways, (MUTCD), 2000 or latest edition.

“Stop” (R1-1) signs are, by the Manual on Uniform Traffic Control Devices, (MUTCD), are intended for use where traffic is required to stop.

According to the MUTCD, the sign should be posted at the point where the vehicle is to stop or as near thereto as possible, and may be supplemented with a stop line on the pavement. Where there is a marked crosswalk, the sign should be erected approximately 4 feet in advance of the crosswalk line nearest to approaching traffic.

City of Raymore Policy for Installation:

*Two-Way Stop Control:*

A field investigation is required to determine if a “Stop” sign is to be installed at intersections except as noted in the following criteria. The reviewer should observe the horizontal sight distance triangle to determine if adequate sight distance is available according to the adjusted speed distances as indicated for Case I (No Control, but Allowing Vehicles to Adjust Speed) in the AASHTO publication A Policy on Geometric Design of Highways and Streets, latest edition.

*Multi-Way Stop Control:*

Multi-way “Stop” signs should only be installed if the intersection meets the warrants for a multi-way “Stop” as outlined in the Manual on Uniform Traffic Control Devices, (MUTCD). 24-hour traffic volumes should be collected in order to perform a full warrant analysis. If it is suspected that traffic volumes are minimal from the side street, peak hour turning movement volumes only may be collected as a preliminary analysis. Traffic accident information should also be reviewed for a continuous 12-month period to determine if the accident warrant is met. If the 24-hour or peak hour volumes or accident numbers do not meet the minimum levels as outlined in the warrants for “Stop” signs according to the MUTCD, the multi-way “Stop” sign control will not be installed.

Last Revised 10/03/2016

*Additional Installation Criteria:*

“Stop” signs will automatically be installed under the following conditions:

- On residential streets or collector streets at intersections with major thoroughfares.
- On residential streets at intersections with collector streets. This also includes cul-de-sac streets with street throats of any length except that “eye-brow” type cul-de-sacs will not require stop signs.
- On private streets, commercial drive entrances or “eye-brow” cul-de-sacs that form the fourth leg of the intersection directly across from a residential or collector street that has “stop” sign control or is scheduled to have “stop” sign control.
- On the two minor approaches of residential streets at all four-way residential – residential street intersections in order to assign right-of-way.
- At residential – residential street “T” – intersections when the intersection sight distance triangle provides less than 45’ of sight distance.

“Stop” signs may be installed for the following situations upon completion of a traffic study or evaluation of a request:

- On private streets or commercial drives with long approaches that give the appearance of a public street.
- If an existing “stop controlled” private street or commercial drive is across from a new “uncontrolled” private street or commercial drive, a “Stop” sign will be installed on the new private street or commercial drive.

“Stop” signs will not be installed:

- When not warranted.
- If not meeting any of the above criteria.
- On private streets or commercial drive entrances unless they meet one of the criteria as listed above.

*Size of Stop Signs:*

The standard size of the (R1-1) sign will be 30”. A 36” sign may be used when converting a two-way stop sign controlled intersection to a 4-way stop control intersection or if the intersection has a history of accidents.

Signing Standards:

The “Stop” (R1-1) sign shall be an octagon with a white legend and white border, on a reflectorized red background.



# **New Business**





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

DATE: Oct. 28, 2019

SUBMITTED BY: Jim Cadoret

DEPARTMENT: Development Services

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

**TITLE / ISSUE / REQUEST**

Bill 3497: Grant Drive rezoning

**STRATEGIC PLAN GOAL/STRATEGY**

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

**FINANCIAL IMPACT**

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

**PROJECT TIMELINE**

Estimated Start Date	Estimated End Date

**STAFF RECOMMENDATION**

Approval

**OTHER BOARDS & COMMISSIONS ASSIGNED**

Name of Board or Commission: Planning and Zoning Commission  
Date: Oct. 15, 2019  
Action/Vote: Approval 7-0

**LIST OF REFERENCE DOCUMENTS ATTACHED**

Staff Report  
Conceptual Plan  
Oct. 15 Planning and Zoning Commission minutes excerpt

**REVIEWED BY:**

Jim Feuerborn

## BACKGROUND / JUSTIFICATION

Justin Zimmerman, representing Zimmerman Properties and property owner Odessa Bank, is requesting to reclassify the zoning of 3.8 acres located at the southeast corner of Grant Drive and Adams Street, from "C-2" General Commercial District to "R-3B" Apartment Community Residential District.

If the rezoning is approved, the applicant intends to purchase the property and build a 48-unit, 2-story apartment building for tenants 55 years and older. A conceptual site plan for the apartment building has been provided.

**BILL 3497**

**ORDINANCE**

**"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AMENDING THE ZONING MAP FROM 'C-2' GENERAL COMMERCIAL DISTRICT TO 'R-3B' APARTMENT COMMUNITY RESIDENTIAL DISTRICT, A 3.8 ACRE TRACT OF LAND LOCATED SOUTH OF GRANT DRIVE, EAST OF ADAMS STREET, IN RAYMORE, CASS COUNTY, MISSOURI."**

**WHEREAS**, after a public hearing was held on October 15, 2019, the Planning and Zoning Commission submitted its recommendation of approval on the application to the City Council; and

**WHEREAS**, the City Council held a public hearing on October 28, 2019, after notice of said hearing was published in a newspaper of general circulation in Raymore, Missouri, at least fifteen (15) days prior to said hearing.

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

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

Section 2. The Zoning Map of the City of Raymore, Missouri is amended by rezoning from "C-2" General Commercial District to "R-3B" Apartment Community Residential District, for the following property:

All that part of the Northwest quarter Section 15, Township 46, Range 32 in the City of Raymore, Cass County, Missouri, more particularly described as: Commencing at the Southwest corner of said quarter section; thence South 88 degrees 02 minutes 40 seconds East, along the South line of said quarter section, a distance of 936.05 feet; thence North 02 degrees 30 minutes 45 seconds East, a distance of 57.34 feet, to the Northeast corner of Lot 4, Cumberland Plaza-2<sup>nd</sup> Plat, a subdivision of record, said point also being the Point of Beginning; thence North 87 degrees 31 minutes 28 seconds West, along the North line of said Lot 4, a distance of 140.00 feet, to the Northwest corner of said Lot 4, said point also being on the East Right-of-Way line of Adams Street, as now established; thence North 02 degrees 30 minutes 45 seconds East, along said East Right-of-Way line, a distance of 360.10 feet; thence North 23 degrees 44 minutes 37 seconds East, along said East Right-of-Way line, a distance of 65.50 feet to a point on the South Right-of-Way line, a distance of 374.28 feet, to a point on the West line of Ramblewood at Jeter Farm, a subdivision of record; thence South 02 degrees 30 minutes 45 seconds West, along the West line of said Ramblewood at Jeter Farm, a distance of 421.77 feet, to the Northeast corner of Lot 5, Cumberland Plaza-3<sup>rd</sup> Plat, a subdivision of record; thence North 87 degrees 31 minutes 28 seconds West, along the North line of said Lot 5 and the projection thereof, a distance of 258.00 feet, to the Point of Beginning, also known as Tract B on Certificate of Survey filed March 7, 2018 in Book 27 at page 41.

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

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

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

**DULY READ THE FIRST TIME THIS 28TH DAY OF OCTOBER, 2019.**

**BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 25TH DAY OF NOVEMBER, 2019, BY THE FOLLOWING VOTE:**

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

ATTEST:

APPROVE:

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

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

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



**To:** City Council  
**From:** Planning and Zoning Commission  
**Date:** October 28, 2019  
**Re:** Case #19021 - Grant Park Villas Rezoning C-2 to R-3B

**GENERAL INFORMATION**

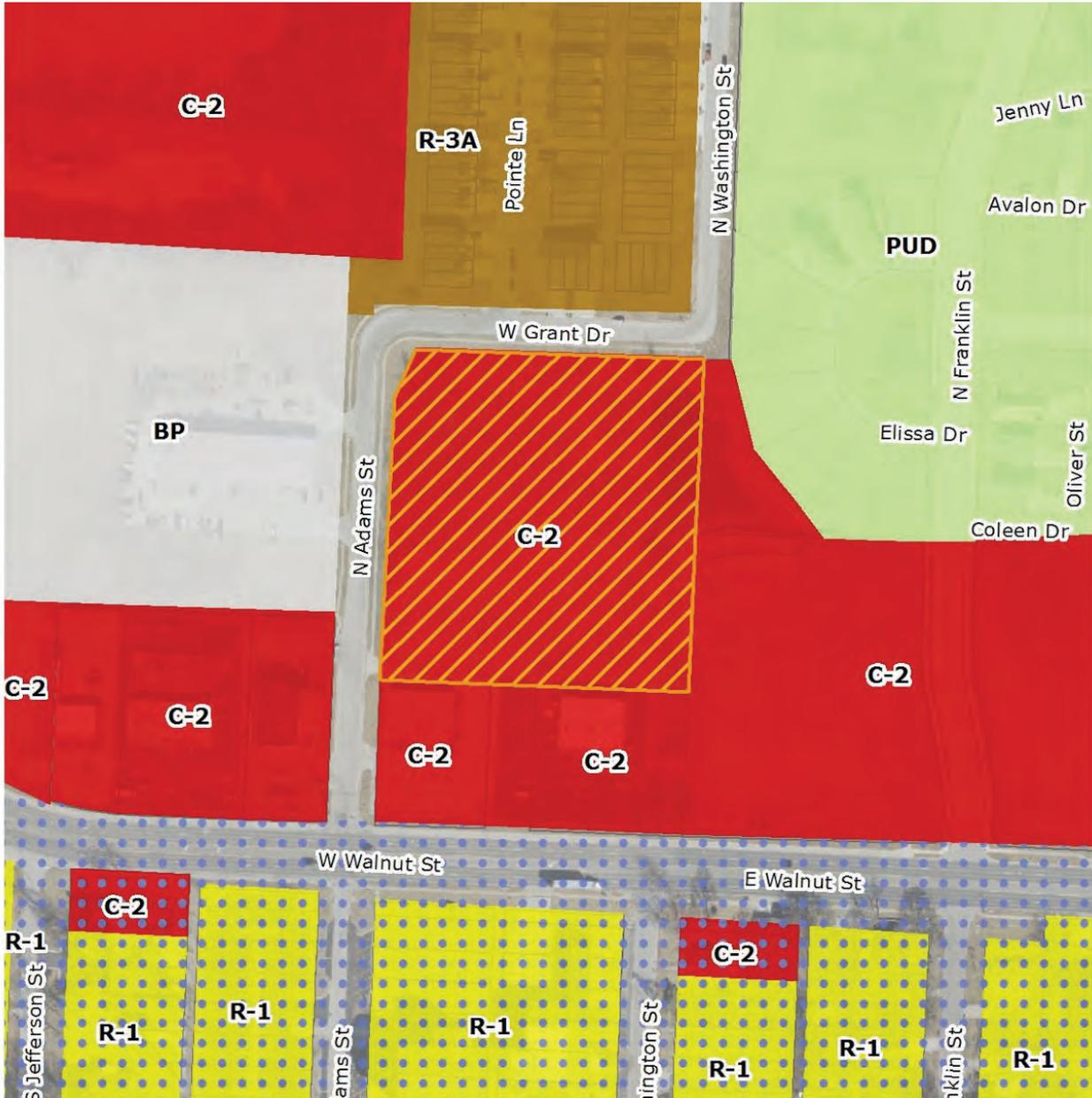
**Applicant:** Zimmerman Properties, LLC  
1329 E. Lark  
Springfield, MO 65804

**Requested Action:** Requesting to reclassify the zoning of 3.83 acres of land from the current "C-2" zoning designation to an "R-3B" designation

**Property Location:** Southeast corner of N. Adams Street and W. Grant Drive



**Existing Zoning: "C-2" General Commercial District**



**Existing Surrounding Land Uses:**

**North:** Attached Single Family Townhomes (Pointe)

**South:** Religious Institutions

**East:** Single Family/Undeveloped

**West:** Light Industrial/Commercial/Single Family (Ramblewood)

**Site Photographs:**



View looking north from the southern property line, abutting the existing commercial development to the south.



View looking east along the southern property line.



View looking north along N. Adams Street at the western property line.



View looking south along the western property line from the intersection of N. Adams St. and W. Grant Drive.



View looking east along the northern property line along W. Grant Drive. From the intersection of N. Adams Street and W. Grant Drive.



View looking south at the subject property from Pointe Lane, in the Pointe subdivision.



View looking southwest toward the subject property from the intersection of Pointe Lane and W. Grant Drive.



Existing screening that surrounds the existing detention basin near the northeast corner of the subject property, at the intersection of N. Washington Street and W. Grant Drive.

**Growth Management Plan:** The Future Land Use Map of the current Growth Management Plan designates this property as appropriate for Commercial Development

**Major Street Plan:** The Major Thoroughfare Plan Map classifies MO-58 as a Major Arterial roadway. N. Adams St. and W. Grant Dr. are classified as local roadways.

**Legal Description:** All that part of the Northwest quarter Section 15, Township 46, Range 32 in the City of Raymore, Cass County, Missouri, more particularly described as: Commencing at the Southwest corner of said quarter section; thence South 88 degrees 02 minutes 40 seconds East, along the South line of said quarter section, a distance of 936.05 feet; thence North 02 degrees 30 minutes 45 seconds East, a distance of 257.34 feet, to the Northeast corner of Lot 4, Cumberland Plaza-2<sup>nd</sup> Plat, a subdivision of record, said point also being the Point of Beginning; thence North 87 degrees 31 minutes 28 seconds West, along the North line of said Lot 4, a distance of 140.00 feet, to the Northwest corner of said Lot 4, said point also being on the East Right-of-Way line of Adams Street, as now established; thence North 02 degrees 30 minutes 45 seconds East, along said East Right-of-Way line, a distance of 360.10 feet; thence North 23 degrees 44 minutes 37 seconds East, along said East Right-of-Way line, a distance of 65.50 feet to a point on the South Right-of-Way line, a distance of 374.28 feet, to a point on the West line of Ramblewood at Jeter Farm, a subdivision of record; thence South 02 degrees 30 minutes 45 seconds West, along the West line of said Ramblewood at Jeter Farm, a distance of 421.77 feet, to the Northeast corner of Lot 5, Cumberland Plaza-3<sup>rd</sup> Plat, a subdivision of record; thence North 87 degrees 31 minutes 28 seconds West, along the North line of said Lot 5 and the projection thereof, a distance of 258.00 feet, to the Point of Beginning, also known as Tract B on Certificate of Survey filed March 7, 2018 in Book 27 at page 41.

**Advertisement:** September 26, 2019 **Journal** Newspaper  
October 10, 2019 **Journal** Newspaper

**Public Hearing:** October 15, 2019 Planning Commission Meeting  
October 28, 2019 City Council Meeting

**Items of Record:** **Exhibit 1. Mailed Notices to Adjoining Property Owners**  
**Exhibit 2. Notice of Publication**  
**Exhibit 3. Unified Development Code**  
**Exhibit 4. Application**  
**Exhibit 5. Growth Management Plan**  
**Exhibit 6. Staff Report**  
**Exhibit 7. Site Plan**

**Additional exhibits as presented during hearing**

## **REQUEST**

Applicant is requesting to reclassify the zoning designation of 3.83 acres of land currently zoned "C-2" General Commercial District, to an "R-3B" Apartment Community Residential District designation.

## REZONING REQUIREMENTS

### **Chapter 470: Development Review Procedures outlines the applicable requirements for Zoning Map amendments.**

Section 470.020 (B) states:

"Zoning Map amendments may be initiated by the City Council, the Planning and Zoning Commission or upon application by the owner(s) of a property proposed to be affected."

Section 470.010 (E) requires that an informational notice be mailed and "good neighbor" meeting be held.

Section 470.020 (F) requires that a public hearing be held by the Planning and Zoning Commission and the City Council. The Planning and Zoning Commission will submit a recommendation to the City Council upon conclusion of the public hearing.

Section 470.020 (G) outlines eleven findings of fact that the Planning and Zoning Commission and City Council must take into consideration in its deliberation of the request.

## PREVIOUS PLANNING ACTIONS ON OR NEAR THE PROPERTY

1. The commercial lots surrounding the property that were developed as part of the Cumberland Plaza development were approved by the City on August 29, 1994.
2. The Ramblewood subdivision, located to the east of the subject property, was rezoned from an "R-1" Single Family Residential District to a "PUD" Planned Unit Development designation on December 11, 2009.
3. The Pointe at Raymore, the 74-unit townhome subdivision to the north of the subject property, was rezoned from an "R-3B" Apartment Community District designation to an "R-3A" Multiple Family Residential District to allow it to be developed as a townhome community. The rezoning was approved on June 22, 2009.

## GOOD NEIGHBOR INFORMATIONAL MEETING COMMENTS

A Good Neighbor Informational Meeting for the project was held on September 25, 2019 at 6:00pm in the Council Chambers of City Hall. 5 residents, in addition to City staff and project representatives, attended the meeting. Below is a summary of the meeting.

### **1. Will the units be provided with bathtubs or shower units?**

McDonald: There will be a mixture of units with showers or bathtubs. There will be 3 fully accessible units (zero entry showers). Units can be retrofitted depending upon tenant needs.

**2. Explain how the project is subsidized?**

McDonald: The units are not subsidized. Low Income Housing Tax Credits are being requested that allows the owner to reduce the rent amounts to an affordable level, based upon tenant income.

**3. Are there any playgrounds or amenities for children that may live in the development?**

McDonald: No playground, as there are a minimal number of children that live in our developments and we don't want to attract children from neighboring developments that may not have access to playground amenities in their own developments.

**4. Is this really an age-restricted development if children are able to live there?**

McDonald: One tenant in each unit must be at least 55 years old, so this is an age-restricted development. There are occasions when grandparents that live in one of the units become caretakers for their grandchildren. The average age of our residents in our communities is between 75 and 80.

**5. Is there green space and natural areas provided in the development?**

Osbourn: There is significant open space provided in the development. There are landscaping and screening requirements required by the City that will be met. There will be natural area left around the existing detention pond.

**6. Is there an option to eliminate the proposed access onto Grant Drive and perhaps move it to Adams Street?**

Osbourn: Yes, provided the fire district and City are ok with relocating the access. The fire district will want adequate access to the building.

**7. Is there adequate parking provided, and can the proposed parking areas be relocated away from the townhome units in The Pointe?**

Osbourn: 48 units are proposed and there are 77 parking spaces provided, so there is more than adequate parking available. It may be possible to relocate some of the parking from the north side of the building to the south side. It is likely there will be some parking remaining on the north side of the building.

**8. Concern expressed on the effect the lower rents on property values in The Pointe.**

McDoonald: Property assessments are not based off of rents that are charged. The building materials that will be utilized and the common and continual maintenance of the property will ensure the value of the apartment building will be stable.

McDonald: The requirements of the tax credit program and the investors ensures that the property will be maintained for the long term.

**9. How long will the construction take?**

McDonald: Decision on the tax credit application should be known by December. With requirements for site plan and building plan approval, construction may not begin until Spring of 2020. Once construction is commenced, should be completed within 12 months.

**10. Where will the construction entrance be located?**

Osourn: The southern entrance to the site off Adams Street will be the construction entrance.

**11. Concern expressed on the impact of heavy construction equipment on the public streets.**

Osourn: With the construction entrance on the south side of the site, no construction traffic should be utilizing Grant Drive or going north. Impact to The Pointe will be minimal.

**12. Concern expressed on bringing more rentals into the community.**

McDonald: The demand for affordable age-restricted housing is great. There is a 200+ waiting list at our Belton development.

**13. Will there be any fencing around the development?**

Osourn: There is no fencing proposed for the site. There will be a landscape buffer along the northern side of the site, and landscaping throughout the site.

**14. What are the next steps?**

Gress: Rezoning application will be considered at a public hearing held by the Planning and Zoning Commission on October 15. Recommendation will then be made to the City Council, who will hold a public hearing on October 28.

**STAFF COMMENTS**

- Under the proposed R-3B Apartment Community Residential District, the uses that would be allowed on the site are highlighted below. The principal use under the R-3B zoning designation is an apartment community.

Use	R-3B	Use Standard	Use	C-2	Use Standard
<b>RESIDENTIAL USES</b>			<b>RESIDENTIAL USES</b>		
<b>Household Living</b>			<b>Household Living</b>		
Single-family Dwelling, Detached (conventional)	-		Single-family Dwelling, Attached	-	Section 420.010A

Use	R-3B	Use Standard	Use	C-2	Use Standard
Manufactured Home Residential – Design	-	Section 420.010D	Multi-family Dwelling (3+ units)	-	Section 420.010A
Single-family Dwelling, Attached	-	Section 420.010A	Cluster Residential Development	-	Section 420.010B
Two-family Dwelling (Duplex)	-		Manufactured Home Park	-	Section 420.010C
Multi-family Dwelling (3+ units)	-	Section 420.010A	Dwelling Units Located Above the Ground Floor	P	
Apartment Community	S	Section 420.010A	<b>Group Living</b>		
Cluster Residential Development	-	Section 420.010B	Assisted Living	P	
Manufactured Home Park	-	Section 420.010C	Group Home	-	Section 420.010E
Employee Living Quarters	-		Nursing Care Facility	P	
Accessory Dwelling, Attached	-	Section 420.050E	Transitional Living	C	
Accessory Dwelling, Detached	-	Section 420.050E	<b>PUBLIC AND CIVIC USES</b>		
<b>Group Living</b>			College or University	C	
Assisted Living	C		Cultural Exhibit or Library	C	
Group Home	S	Section 420.010E	Government Buildings and Properties	C	
Nursing Care Facility	C		Hospital	P	
Transitional Living	C		Place of Public Assembly	P	
Group Living Not Otherwise Classified	C		Public Safety Services	P	
<b>PUBLIC AND CIVIC USES</b>			Religious Assembly	P	
Cultural Exhibit or Library	C		School	P	
Government Buildings and Properties	C		Social Club or Lodge	P	
Place of Public Assembly	C		Utilities		
Public Safety Services	C		Major	C	
Religious Assembly	P		Minor	P	
School	P		<b>COMMERCIAL USES</b>		
Utilities			Adult Business	S	Section 420.030A Section 420.030B
Major	C		<b>Animal Services</b>		
Minor	P		Kennel	C	Section 420.030E
<b>COMMERCIAL USES</b>			Veterinary Services	P	
Animal Services			Art Gallery	P	
Kennel	-	Section 420.030E	<b>Banks and Financial Services</b>		
<b>Day Care</b>			Banks	P	
Day Care Home	S	Section 420.030C	Payday Loan Store	C	Section 420.030D
<b>Entertainment and Spectator Sports</b>			Consumer Loan Establishment	C	Section 420.030D
Indoor	-		Pawn Shop	C	
Outdoor	-		<b>Body Art Services</b>	C	
<b>Funeral and Interment Services</b>			Business Support Service	P	
Cemetery	C		Construction Sales and Service	-	
Funeral Home	-		<b>Day Care</b>		
<b>Lodging</b>			Day Care Center	S	Section 420.030C
Bed and Breakfast	-	Section 420.030H	<b>Eating and Drinking Establishment</b>		
Medical Marijuana Cultivation Facility	-	Section 420.030N	Restaurant	S	Section 420.030F
<b>Sports and Recreation, Participant</b>			Tavern	C	

Outdoor	C		<b>Entertainment and Spectator Sports</b>		
Indoor	-		Indoor	P	
			Outdoor	C	
<b>OTHER USES</b>			<b>Funeral and Interment Services</b>		
<b>Accessory Uses</b>	S	Section 420.050	Cremating	C	
<b>Agricultural Uses</b>			Funeral Home	P	
Farming	-		<b>Lodging</b>		
Boarding Stables and Riding Schools	-	Section 420.040A	Bed and Breakfast	S	Section 420.030H
<b>Home Occupation</b>	S	Section 420.040B	Hotel or Motel	P	
<b>Parking</b>			<b>Medical or Dental Clinic</b>	P	
Accessory Parking	P		<b>Medical Marijuana</b>		
<b>Wireless Communication Facility</b>		Section 420.040C	Cultivation Facility (Outdoor)	-	Section 420.030N
Colocated	S		Cultivation Facility (Indoor)	-	Section 420.030N
			Dispensary Facility	P	Section 420.030N
			Infused Products Manufacturing Facility	-	Section 420.030N
			Testing Facility	P	Section 420.030N
			Transportation Facility	-	Section 420.030N
			<b>Office</b>	P	
			<b>Personal and Consumer Service</b>	P	
			<b>Retail Sales</b>		
			Large (100,000+ gfa)	-	Section 420.030B G
			Small (up to 100,000 gfa)	S	Section 420.030B
			<b>Self Storage Facility</b>	-	
			<b>Self Storage Facility, Indoor</b>	S	420.030M
			<b>Sports and Recreation, Participant</b>		
			Outdoor	P	
			Indoor	P	
			<b>Vehicle Sales and Service</b>		
			Car Wash	S	Section 420.030I
			Gas Station	C	Section 420.030J
			Motor Vehicle Repair	C	Section 420.030K
			Light Equipment and Vehicle Sales or Rental	-	
			Heavy Equipment Sales or Rental	-	
			Vehicle, Recreational Vehicle or Boat Storage/Towing	-	
			<b>OTHER USES</b>		
			<b>Accessory Uses</b>	S	Section 420.050
			<b>Drive-through Facilities</b>	S	Section 420.030L
			<b>Parking</b>		
			Accessory Parking	P	

- The requested “R-3B” Apartment Community Residential District classification would allow the property to be developed as an apartment community, among other limited uses. The development standards that would apply to the property are as follows:

	R-3B (proposed)	C-2 (existing)
<b>Minimum Lot Area</b>		
per lot	12,000 sq.ft.	-
per dwelling unit	2,000 sq.ft.	2,000 sq.ft.
<b>Minimum Lot Width (feet)</b>	90	100
<b>Minimum Lot Depth (feet)</b>	120	100
<b>Yards, Minimum (feet)</b>		
front	30	30
rear	30	20
side	10	10
side, abutting residential district	-	20
<b>Maximum Building Height (feet)</b>	50	80
<b>Maximum Building Coverage (%)</b>	40	40

- Section 420.010A of the UDC provides guidance and standards for the development of multiple family dwellings under applicable zoning districts relative to number of units within, and the separation of buildings, and the provision of open space and private yards per each unit within a proposed development.
- Other properties within the City that have an “R-3B” zoning classification include the **Manor Homes of Eagle Glen, the Lofts at Foxridge, Bristol Manor and Walnut Estates**. The **Raymore Senior Village** property, directly north of the Price Chopper also has an “R-3B” designation, but is undeveloped at this time.
- Under the current “C-2” General Commercial designation, a Type A screen would be required along the northern property line, between the subject property and the Pointe subdivision. Under the proposed “R-3B” zoning designation, a Type-A screen would also be required.
- Under the current “C-2” General Commercial designation, the UDC requires that 20% of the site be preserved as landscaped area. Under the proposed “R-3B” zoning designation, 30% of the site is required to be preserved as landscaped area.
- Sidewalk currently exists along both N. Adams Street and W. Grant Drive.
- Access to the site, regardless of zoning designation, could be provided off of either N. Adams Street, or W. Grant Drive.
- Prior to any development on the site, the property owner shall be required to obtain final plat approval from the City Council, and Site Plan approval from the Planning and Zoning Commission.
- Notices of the rezoning request were sent to 42 adjacent property owners, as well as HOAs. Concerns that were shared with staff regarding the rezoning included potential for overflow of parking onto adjacent streets and screening of apartment buildings from

adjacent townhomes and single family homes.

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

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

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

The character of the surrounding neighborhood is primarily a mixture of commercial and residential uses. Attached-single family townhomes exist within the Pointe subdivision to the north, and detached single family homes exist to the northeast within the Ramblewood subdivision.

Commercial buildings, including a mix of professional offices, daycares, and churches exist to the south of the subject property, with two (2) vacant commercial lots to the southeast. Various light-industrial uses also exist to the west of the subject property.

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

The physical character of the area is relatively flat. The property is moderately screened to the east by an existing tree line, and shares a stormwater detention facility with the Ramblewood subdivision.

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

The requested rezoning is consistent with the goals and objectives of the Growth Management Plan. While the Future Land Use Plan Map designates the property as appropriate for commercial development, it's "second-tier" location makes it less desirable for commercial uses than the surrounding properties that are also zoned commercial. The provision of various housing options is a specific goal within the Growth Management Plan, and other plans associated with it.

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

The property is currently zoned as commercial land, and is suited as such. However, "second-tier" location makes it less desirable for commercial uses and development than the surrounding properties that are also zoned commercial, that have frontage along 58 Highway. The second-tier location is much better

suitable for development that could occur under the proposed “R-3B” zoning designation. The subject property is less suitable to the uses permitted under the existing zoning than the proposed zoning.

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

Recent development near the subject property has included a mixture of attached single-family townhomes and detached single family homes. The subject property has always maintained a commercial designation. Other properties surrounding the area have been rezoned in the past to allow for the development that has occurred over the last several years.

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

The zoning amendment should not detrimentally affect nearby property. The uses that would be permitted under the proposed “R-3B” zoning classification are significantly more restrictive than what would be permitted under the current “C-2” General Commercial classification. Additionally, the proposed “R-3B” zoning would provide a land-use buffer between the attached-single family homes within the Pointe subdivision and the commercial uses that exist along 58 Highway.

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

Public facilities are adequate to serve the subject property. Water and sanitary sewer are on site to serve the property. A stormwater detention pond currently exists on the property that could be utilized to capture and treat stormwater runoff on the site. Both N. Adams and W. Grant are public streets that can be utilized to serve the property, and handle any traffic that may be generated by any proposed development.

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

The subject property is currently suitable for the uses to which it has been restricted under the current “C-2” classification. However, the property’s “second-tier” location, behind other existing commercial businesses makes it less suitable for commercial uses and development than the surrounding properties that are also zoned commercial, that have frontage along 58 Highway.

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

The property has always been vacant.

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

The rezoning is in the public interest. The proposed zoning amendment would allow for the development of dwelling units within an apartment community, a type of housing that is not widely available within the community.

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

There is no gain to the public health, safety and welfare to deny the application. The property could still be developed as commercial land at some point in the future.

## **REVIEW OF INFORMATION AND SCHEDULE**

<u>Action</u>	<u>Planning Commission</u>	<u>City Council 1<sup>st</sup></u>	<u>City Council 2<sup>nd</sup></u>
Public Hearing	October 15, 2019	October 28, 2019	November 25, 2019

## **STAFF RECOMMENDATION**

City Staff recommends the Planning and Zoning Commission accept the staff proposed findings of fact, and forward Case #19021 - Grant Park Villas Rezoning C-2 to R-3B to the City Council with a recommendation for approval, subject to the following condition:

1. A Type-A screen shall be maintained along the eastern property line, between the subject property and the Ramblewood subdivision, either through the use of existing vegetation, or the provision of new vegetation.

## **PLANNING AND ZONING COMMISSION RECOMMENDATION**

The Planning and Zoning Commission, at its October 15, 2019 meeting, voted 7-0 to accept the staff proposed findings of fact, and forward Case #19021 - Grant Park Villas Rezoning C-2 to R-3B to the City Council with a recommendation for approval, subject to the following condition:

1. A Type-A screen shall be maintained along the eastern property line, between the subject property and the Ramblewood subdivision, either through the use of existing vegetation, or the provision of new vegetation.



## **Planning and Zoning Commission Meeting Minutes Excerpt October 15, 2019**

### **7. New Business -**

#### **A. Case #19021 - Grant Park Villas Rezoning C-2 to R-3B (public hearing)**

Jeff Beckler, representing the applicant Zimmerman Properties, LLC presented the request. He reviewed a powerpoint presentation that had been made to the City Council at a work session when they requested support for a Low-Income Tax Credit application that has been filed.

Mr. Beckler stated they are proposing Grant Park Villas, a 48-unit apartment building for occupants aged 55 and over. The project is similar to Briar Creek Villas in Belton.

Mr. Beckler stated the project is proposed for the corner of Grant Drive and Adams Street. There will be amenities with the development.

Associate Planner David Gress provided the staff report. He indicated the request is to reclassify the zoning of the 3.8 acre tract of land from "C-2" General Commercial District to "R-3B" Apartment Community Residential District.

Mr. Gress entered into the record the notices mailed to adjoining property owners; the notice of publication in The Journal newspaper; the Unified Development Code; the application; the Growth Management Plan; the staff report; and the site plan submitted by the applicant.

Mr. Gress provided an overview of previous planning actions near the property and described surrounding land uses.

Mr. Gress indicated a Good Neighbor meeting was held on September 25th and the questions and responses were included in the staff report.

Mr. Gress provided an overview of the uses allowed in the R-3B district, which is primarily designed for an apartment community.

Mr. Gress indicated staff has submitted proposed findings of fact and does recommend the Commission forward the application to the City Council with a recommendation of approval subject to one condition: that a Type A screen shall be maintained along the eastern property line, between the subject property and the Ramblewood subdivision, either through the use of existing vegetation, or the provision of new vegetation.

*Vice-Chairman Fizer opened the public hearing at 7:21 p.m.*

There were no public comments.

*Chairman Faulkner closed the public hearing at 7:21 p.m.*

Commissioner Urquilla asked how many senior living units are currently in the City.

Mr. Gress indicated he did not have a total number, but there were several senior communities, including Foxwood Springs, Walnut Estates, and Alexander Creek.

Mr. Gress clarified that the proposed rezoning would not limit the use of the property to senior residents.

Commissioner Urquilla asked what impacts the residential use of the subject property would have on existing or future commercial businesses.

Mr. Gress commented that the area is a mixture of land uses, including residential, commercial and industrial. Having increases in residential population in the area enhances the area for commercial development.

Commissioner Urquilla asked the applicant about the ability to change the use of the property in the future from a low income housing tax credit project for senior residents.

Mr. Beckler indicated his company elects for a 30-year land use restriction as a 55+ community.

Commissioner Bowie asked about the character of the building in relation to the surrounding mixture of buildings.

Mr. Beckler stated their architect does take into account the architecture of surrounding buildings. We do want our building to fit in to the neighborhood.

City Attorney Jonathan Zerr reminded the Commission the focus needs to be on the rezoning of the property, not the specifics of the proposed building on the property, which is best handled at the time of site plan review.

**Motion by Mayor Turnbow, Seconded by Commissioner Petermann, to accept the staff proposed findings of fact and forward case #19021, Grant Park Villas Rezoning C-2 to R-3B, to the City Council, to the City Council with a recommendation of approval subject to the following condition:**

- 1. A type-A screen shall be maintained along the eastern property line, between the subject property and the Ramblewood subdivision, either through the use of existing vegetation, or the provision of new vegetation.**

**Vote on Motion:**

Chairman Faulkner	Absent
Commissioner Wiggins	Absent
Commissioner Armstrong	Aye
Commissioner Bowie	Aye
Commissioner Acklin	Aye
Commissioner Fizer	Aye
Commissioner Petermann	Aye
Commissioner Urquilla	Aye
Mayor Turnbow	Aye

**Motion passed 7-0-0.**





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

DATE: October 28, 2019

SUBMITTED BY: Nathan Musteen

DEPARTMENT: Parks & Recreation

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

**TITLE / ISSUE / REQUEST**

Bill 3495 - T.B. Hanna Station Site Work Project

**STRATEGIC PLAN GOAL/STRATEGY**

Goal 1.3.2: Develop programs & amenities that meet the needs of the community.

**FINANCIAL IMPACT**

Award To:	RL Phillips Construction Inc.
Amount of Request/Contract:	\$234,250.00
Amount Budgeted:	\$1,020,420 total project
Funding Source/Account#:	2016 GO Bond / Fund 47 Park Sales Tax Fund

**PROJECT TIMELINE**

Estimated Start Date	Estimated End Date
December 2019	April 2020

**STAFF RECOMMENDATION**

Approval

**OTHER BOARDS & COMMISSIONS ASSIGNED**

Name of Board or Commission:	Parks and Recreation Board
Date:	October 22, 2019
Action/Vote:	8-0

**LIST OF REFERENCE DOCUMENTS ATTACHED**

Contract

**REVIEWED BY:**

Jim Feuerborn

## BACKGROUND / JUSTIFICATION

Several proposed updates are scheduled at T.B. Hanna Station as part of a comprehensive master plan funded through 2016 G.O. bond funding and the Capital Budget.

Staff is recommending a contract with RL Phillips to complete construction improvements such as earthwork, concrete and infrastructure in the park.

Staff received the following bids on Oct. 8:

RL Phillips Construction Inc.	\$234,250
Blue Moon Hauling LLC	\$311,567
Tasco LLC	\$453,574

RL Phillips Construction was determined to be the lowest and best bidder.

**BILL 3495**

**ORDINANCE**

**"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH RL PHILLIPS CONSTRUCTION, INC. FOR THE T.B. HANNA STATION SITE WORK PROJECT, CITY PROJECT NUMBER 19-276-203A, IN THE AMOUNT OF \$234,250 AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS."**

**WHEREAS**, T.B. Hanna Station is Raymore's newest park and has funding in the amount of \$1,020,420 in GO bond and capital sales tax dollars designated for park improvements; and

**WHEREAS**, earthwork, concrete and infrastructure improvements are included in the T.B. Hanna Station Site Work Project; and

**WHEREAS**, RL Phillips 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 contract in the amount of \$234,250 with RL Phillips Construction Inc. for TB Hanna Station Site Work project.

Section 2. The City Manager is authorized to execute the contract attached as Exhibit A for the City of Raymore.

Section 3. The City Manager is authorized to approve change orders for T.B. Hanna Station Site Work Project within established budget constraints.

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

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

**DULY READ THE FIRST TIME THIS 28TH DAY OF OCTOBER, 2019.**

**BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 25TH DAY OF NOVEMBER, 2019, BY THE FOLLOWING VOTE:**

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

ATTEST:

APPROVE:

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

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

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



CITY OF RAYMORE  
CONTRACT FOR SERVICES

**T.B. Hanna Station Site Work**

This Contract for the T.B. Hanna Station Site Work Project, hereafter referred to as the **Contract** is made this 25th day of November, 2019, between R.L. Phillips Construction, Inc., an entity organized and existing under the laws of the State of Missouri, with its principal office located at PO Box 74, Raymore, MO 64083, hereafter referred to as the **Contractor**, and The City of Raymore, Missouri, a Charter City organized and existing under the laws of the State of Missouri, with its principal office located at 100 Municipal Circle, Raymore, Missouri, hereafter referred to as the **City**.

This contract and applicable attachments represent the entire understanding and agreement between the parties and no oral, implied, alterations or variations to the contract will be binding on the parties, except to the extent that they are in writing and signed by the parties hereto. This contract shall be binding upon the heirs, successors, administrators, executors and assigns of the parties hereto. In the event there are any inconsistencies in the provisions of this contract and those contained in the proposal they will be resolved in accordance with the terms of this contract.

This contract is effective as of November 25, 2019 and coincidental with the City Manager's signature and attestation by the City Clerk and shall remain in effect as described within the attachments.

ARTICLE I  
THE WORK

Contractor agrees to perform all work and provide all materials as specified in Request for Proposal 19-276-203A 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 **180** 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 \$234,250.00

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

The City Manager has the authority for change orders.

## ARTICLE IV CONTRACT PAYMENTS

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

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

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

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

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

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

#### ARTICLE V INSURANCE REQUIREMENTS

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

#### ARTICLE VI DAMAGES/DELAYS/DEFECTS

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

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

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

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

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

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

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

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

#### ARTICLE VII RESPONSIBILITIES

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

The Contractor's responsibilities and obligations under this agreement are accepted subject to strikes, outside labor troubles (including strikes or labor troubles affecting vendors or suppliers of Contractor), accidents, transportation delays, floods, fires, or other acts of God, and any other causes of like or different character beyond the control of Contractor. Impossibility of performance (but not simply frustration of performance) by reason of any legislative, executive, or judicial act of any governmental authority shall excuse performance 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 26) if project is over \$75,000. The contractor shall include the provisions of this clause in all subcontracts for work to be performed by subcontractors under this contract so that provisions of this clause are binding upon subcontractors.

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

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

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

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

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

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

#### ARTICLE IX ARBITRATION

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

#### ARTICLE X WARRANTY

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

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

ARTICLE XI  
REQUIRED SAFETY TRAINING

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

ARTICLE XII  
NOTICE OF PENALTIES FOR FAILURE  
TO PROVIDE SAFETY TRAINING

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

ARTICLE XIII  
AFFIDAVIT of WORK AUTHORIZATION

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

- \* submitting the attached AFFIDAVIT OF WORK AUTHORIZATION and
- \* providing documentation affirming the bidder's enrollment and

participation in a federal work authorization program (see below) with respect to the employees proposed to work in connection with the services requested herein.

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

ARTICLE XIV  
ENTIRE AGREEMENT

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

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

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

**THE CITY OF RAYMORE, MISSOURI**

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

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

(SEAL)

**R.L. PHILLIPS CONSTRUCTION, INC.**

By: \_\_\_\_\_

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

Attest: \_\_\_\_\_

## **APPENDIX A**

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

#### **T.B. Hanna Station Park - Site Improvements**

- I. **BACKGROUND:** Raymore's T.B. Hanna Station located at 214 South Washington St., Raymore, MO is Raymore's newest park with its oldest historical relevance. The location in which the railroad ran through town as well as the former home of the Raymore municipal buildings, this three-acre park is scheduled for many improvements including a playground, sprayground, renovation of the old post office facility, restrooms and a seasonal ice rink.
- II. **PROJECT SUMMARY:** The project is to complete construction improvements such as earthwork, electrical, plumbing, concrete and infrastructure that scopes the redevelopment of the park. All submissions will be evaluated, and the City will select the best proposal-based budget constraints. Multiple awards may take place with this project. Contractor does not have to bid on all work, only the section of interest.

#### **III. ANTICIPATED SCOPE OF SERVICES:**

Work to be performed under this contract includes but is not limited to the following:

##### **A. Earthwork and Concrete**

- Mobilization, Bonds, and Insurance
- Title Sheet / General Information (See sheet C000)
- Site demo (See sheet C050)
- Erosion control (See sheet C300)
- Earthwork (See sheet C200 and C201)
- Compact subgrade below playground safety surfacing and sprayground to meet compaction requirements / elevations.
- Site Concrete including playground curb, walks and sprayground. Coordinate concrete with sprayground plumber of sprayground jets, structures, and drains (See sheet C100 and C101)
- Construct concrete prefab footing and concrete drain pit (See sheet C401)
- Install playground subdrainage piping to daylight (See sheet C201)
- Install culvert under walk (See sheet C200)
- Install segmented retaining wall (See sheet C400)
- Construction Staking: Provide construction and survey controls as necessary proper layout and performance of concrete and earthwork. The contractor is responsible for all restaking.
- Concrete testing: Provide 10 concrete strength tests across the entire scope including site pavement, curbs and foundation walls. Provide soil compaction testing including 5 random locations under the trail, 3 locations for

sprayground subbase compaction, 4 locations for prefab building footings, and 2 locations for prefab building foundation infill under building.

#### **B. Site Electrical**

- Mobilization, Bonds, and Insurance
- Title Sheet / General Information (See sheet C000)
- Provide underground service within conduit to meter and prefab building. Set the electric meeting and coordinate connection with KCPL. Once building is set, connect power to electrical panel within prefab building. (See sheet E100)
- Provide underground service within conduit to the backside of retaining wall. Set 2 electrical boxes on backside of retaining wall (See sheet E100)
- Electrical contractor to coordination with KCP&L. Connect to pole mounted transformers/power supply per KCPL standards. (See sheet E100)

#### **C. Site Plumbing**

- Mobilization, Bonds, and Insurance
- Title Sheet / General Information (See sheet C000)
- Install potable water line to 6' from prefab building and 6' from underground tank. Plumbing contractor shall be responsible connection from the water main, installation of water meter, and stubs to the 6' locations. After prefab building is set, contractor to make final connection to building and tank. (See sheet P100 and P200)
- Install 4" sewer drain from prefab building drain pit to sewer prior to installation of prefab building. (See sheet P100 and P200)
- Install the following sewer connection to 6' from prefab building and underground tank prior to installation. (See sheet P100 and P200)
  - o Provide 6" connection to prefab building (sprayground equipment)
  - o Provide 4" connection to prefab building (restrooms and sinks)
  - o Provide 4" connection to underground tank

#### **D. Landscape and Pavement Paint**

- Mobilization, Bonds, and Insurance
- Title Sheet / General Information (See sheet C000)
- Seeding of disturbed areas, shrubs, trees and pavement black paint for railroad tracks (See sheet L100)

Not under contract: Installation of prefab restroom/pump house, playground safety surfacing including gravel subbase, surfacing and equipment, sprayground plumbing/jet lighting electrical, and fencing installation.

#### **V. SPECIFICATIONS WHICH APPLY**

- A. Project Special Specifications
- B. Geotechnical Report (attached)
- C. City of Raymore Standard Contract Documents and Technical Specifications for Utility and Street Construction
- D. KC Metro APWA Standards and Specifications

**VI. GENERAL TERMS/REQUIREMENTS:**

- A. Contractor and/or its sub-contractors will continue to maintain all appropriate licensing necessary to perform all specified work in a safe and legal manner throughout the entire contract period.
- B. Contractor will be responsible for providing personnel, equipment, materials, sub-contractors, professional services, and other items required to provide the foregoing at his expense.
- C. Site Restoration / Protection

- 1. Contractor will take any means necessary to protect the trails and pedestrian walkways within or near the project area. Any damage shall be repaired or replaced to equal or better condition.

- D. Contractor to develop for schedule of values documenting unit prices per scope of work to be paid monthly based on percentage of work completed per unit price line item.
- E. Mobilization, Bonds, and Insurance: Within approved schedule of values, contractor to provide unit price scope of work component titled "Mobilization, Bonds and Insurance." Work for mobilization, bonds and insurance shall not exceed 5% of contractors total scope of work. Payment for this scope of work component will be established using the following payment distribution:

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

- F. Concrete Testing: Within approved schedule of values, contractor to provide unit price scope of work component titled "Concrete Testing." Work for concrete testing will be paid based on percentage of ten (10) tests approved by the City's representative. Testing shall include concrete slump, air content and compressive strength results. Tests shall be conducted as directed by the City's representative.
- G. All work performed by the Contractor will conform to specifications and details as stated in the approved site plans

**VII. PROJECT MANAGER**

The Director of Parks and Recreation or his/her designee shall be the Project Manager for this project

**VIII. PROJECT AWARD:**

*Project Award:* Award of the project will be made based upon the lowest best and most responsive proposal received with all qualifications as required in General Conditions. Contractor can provide a proposal for one or more bid items.

The contractor shall take special consideration of the "Information for Bidder" section of the project contract documents.

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

**IX. PROJECT COMPLETION AND SCHEDULE**

All work shall be completed by **April 1, 2020**.

The contractor must work with the owner to create a work schedule accommodating any programs at T.B. Hanna Park including the Mayor's tree lighting ceremony near Thanksgiving, associated holiday lighting, and ice rink activities.

**X. MEASUREMENT**

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.

This is a unit price contract per the approved schedule of values. Partial payment will be made at monthly intervals based on the work completed during the period. A 5% retainage will be held per invoice submitted and will be paid in whole upon City Council acceptance of the project.

Vendors are encouraged to measure all work and job site areas to ensure accuracy and totals. Measurements listed within the scope are approximate and provided only for reference.

**XI. ADDITIONAL BIDDING INFORMATION**

A. Project is tax exempt.

**CITY OF RAYMORE, MISSOURI**  
**RFP # 19-276-203A**

**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 Parks and Recreation 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 Parks and Recreation 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 November, 2019.

C. *Insurance*

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

1. General Liability

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

Minimum Limits - General Liability:

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

2. Excess/Umbrella Liability

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

3. Automobile Liability

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

Minimum Limits - Automobile Liability:

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

4. Workers' Compensation

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

D. *Hold Harmless Clause*

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

E. *Exemption from Taxes*

The City of Raymore is exempt from state sales tax and federal excise tax. Tax exemption certificates indicating this tax exempt status will be furnished upon 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 26 for Cass County, Missouri, USA.

G. *Invoicing and Payment*

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

Invoices shall be based on the following schedule:

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

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

H. *Cancellation*

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

I. *Contractual Disputes*

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

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

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

J. *Severability*

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

K. *Applicable Laws*

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

L. *Drug/Crime Free Work Place*

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

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

Contractor further acknowledges and certifies that it understands that a violation of these prohibitions constitutes a breach of contract and may result in default action being taken by the

City of Raymore in addition to any criminal penalties that may result from such conduct.

M. *Inspection*

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

N. *No Escalation of Fees*

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

O. *Safety Training*

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

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

The contract resulting from this solicitation is subject to the State of Missouri Prevailing Wage Law (Cass County Wage Order 26). The Contractor shall include the provisions of this clause in all subcontracts for work to be performed by subcontractors under this contract so that provisions of this clause are binding upon subcontractors.

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

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

Q. *Permits/Certificates*

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

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

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

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

R. *Mobilization, Bonds and Insurance*

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

Payment shall be made on the following schedule.

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

S. *Bid Bond*

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

T. *Performance Bond*

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

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

*U. Payment Bond*

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

*V. Maintenance Bond*

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

*W. Rejection of Bids*

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

*X. Release of Information*

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

*Y. American Products*

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

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

*Z. Affidavit of Work Authorization and Documentation*

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

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

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

**PROPOSAL FORM A**  
RFP 19-276-203A

**PROPOSAL VALIDITY AND COMMITMENT TO SIGN AGREEMENTS**

I (authorized agent) JULIE BOYER having authority to act on behalf of (Company name) K.L. PHILLIPS CONSTRUCTION, INC. do hereby acknowledge that (Company name) K.L. PHILLIPS CONSTRUCTION, 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: K.L. PHILLIPS CONSTRUCTION, INC.

ADDRESS: 116109 KENTUCKY ROAD  
Street

ADDRESS: BELTON MO 64012  
City State Zip

PHONE: 816-322-6461

E-MAIL: jboyer@jboyer.flp@gmail.com

DATE: 10/07/19 Julie A. Boyer / Office Manager  
(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 19-276-203A

**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 of any bankruptcy proceeding?  
Yes \_\_\_ No

### **Legal Matters**

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

\_\_\_ Yes  No If yes, provide details in an attachment.

2. Complaints, Charges, Investigations: Is the Firm currently or has the firm been the subject of any complaint, investigation or other legal action for alleged violations of law pending before any court or governmental agency within the past 48 months ?

\_\_\_ Yes  No If yes, provide details in an attachment.

### **Required Representations**

In submitting this RFP, the Firm makes the following representations, which it understands are required as a condition of performing the Contract Work and receiving payment for same.

1. The Firm will possess all applicable professional and business licenses required for performing work in Raymore, Missouri.
2. The Firm satisfies all bonding and insurance requirements as stipulated in the solicitation for this project.
3. The Firm and all subcontractors that are employed or that may be employed in the execution of the Contract Work shall be in full compliance with the City of Raymore requirements for Workers' Compensation Insurance.
4. If awarded the Contract Work, the Firm represents that it will not exceed its current bonding limitations when the Contract Work is combined with the total aggregate amount of all unfinished work for which the Contractor is responsible.
5. The Firm represents that it has no conflicts of interest with the City of Raymore if awarded the Contract Work, and that any potential conflicts of interest that may arise in the future will be disclosed immediately to the City.
6. The Firm represents the prices offered and other information submitted in connection with its proposal for the Contract Work was arrived at

**PROPOSAL FORM C**  
 RFP 19-276-203A

**EXPERIENCE / REFERENCES**

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

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

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

<b>COMPANY NAME</b>	T.B. HANNA STATION HOUSE RENO
<b>ADDRESS</b>	T.B. HANNA STATION PARK - RAYMORE
<b>CONTACT PERSON</b>	STEVE RULO
<b>CONTACT EMAIL</b>	
<b>TELEPHONE NUMBER</b>	
<b>PROJECT, AMOUNT AND DATE COMPLETED</b>	RENOVATION STILL OPEN

<b>COMPANY NAME</b>	MENARDS
<b>ADDRESS</b>	800 MARKEY PKWY, BELTON, MO
<b>CONTACT PERSON</b>	MATT
<b>CONTACT EMAIL</b>	
<b>TELEPHONE NUMBER</b>	816-318-9459
<b>PROJECT, AMOUNT AND DATE COMPLETED</b>	REMODEL MARCH 2019

COMPANY NAME	COMMUNITY BANK OF RAYMORE
ADDRESS	801 W FOXWOOD DRIVE RAYMORE MO
CONTACT PERSON	ANDY COOPER
CONTACT EMAIL	
TELEPHONE NUMBER	816-265-6966
PROJECT, AMOUNT AND DATE COMPLETED	801 WESTCHESTER - HARRISONVILLE MARCH 2018 DEMO-CONCRETE REND

COMPANY NAME	COMMUNITY BANK OF PLEASANT HILL
ADDRESS	PO BOX 30, PLEASANT HILL MO
CONTACT PERSON	LISA NICHOLSON
CONTACT EMAIL	
TELEPHONE NUMBER	816-540-2525
PROJECT, AMOUNT AND DATE COMPLETED	PATIO REMODEL OCT 2018

COMPANY NAME	CITY OF RAYMORE
ADDRESS	100 MUNICIPAL CIRCLE RAYMORE
CONTACT PERSON	CHIEF JAN ZIMMERMAN
CONTACT EMAIL	
TELEPHONE NUMBER	
PROJECT, AMOUNT AND DATE COMPLETED	PD SQUAD ROOM REMODEL JUNE 2018

State the number of Years in Business: 24

State the current number of personnel on staff: 5

**PROPOSAL FORM D**

RFP 19-276-203A

Proposal of R.L. PHILLIPS CONSTRUCTION, INC., organized and  
(Company Name)  
existing under the laws of the State of MISSOURI, doing  
business as 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. 19-276-203A-T.B. Hanna - Site Work.

This work is to be performed in strict accordance with the Plans and Specifications, including addendum number(s) 1-3, 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.

**\*REVISED\*\*REVISED\* BID PROPOSAL FORM E – Project No. 19-276-203A**

**T.B. Hanna Station Site Work**

**Base Bids**

**PROJECT WIDE COSTS**

Bid Items	Quantiy	Units	Total
Mobilization	1	EA.	\$ 14,238
Insurance and Bonding	1	EA.	\$ 6,250
Contractor Staking	1	L.S.	\$ 3,500
Concrete Testing	10	EA.	\$ 2,500
Construction Fencing - 6ft Chain Link	1500	L.F.	\$ 12,350
<b>Sub Total</b>			\$ 39,838

**SITE DEMOLITION & EROSION CONTROL**

Bid Items	Quantiy	Units	Total
Tree Removal	10	EA.	\$ 9,500
Retaining Wall Removal	1	L.S.	\$ 750
Erosion Control	1	L.S.	\$ 3,500
Sod Removal	38275	S.F.	\$ 1,000
<b>Sub Total</b>			\$ 14,750

**PREFAB BUILDING SITE PREPARATION**

Bid Items	Quantity	Units	Total
Over-Excavation of Building Footing	62.5	C.Y.	\$ 7,000
Building Footing - Include Sleeves	282	S.F.	\$ 4,200
Concrete Drain Pit Under Prefab Building	51	S.F.	\$ 5,100
2'x6'-6" Drain Pit Floor	1	L.S.	\$ 600
Engineered Backfill	51	C.Y.	\$ 3,000
Stockpiled Sand	50	C.Y.	\$ 2,200
Building Electrical	1	L.S.	\$ 10,838
<b>Sub Total</b>			\$ 32,938

**Sprayground Site Preparation**

Bid Items	Quantity	Units	Total
Earthwork - Cut	30	C.Y.	\$ 5,500
Earthwork - Fill	100	C.Y.	\$ 2,300
Sprayground Aggregate Subbase	50	C.Y.	\$ 2,300
Sprayground Concrete	3038	S.F.	\$ 24,721
Sprayground Thickened Edge	227	L.F.	\$ 1,200
<b>Sub Total</b>			\$ 33,021

**Playground Site Preparation**

Bid Items	Quantity	Units	Total
Earthwork - Cut	120	C.Y.	\$ 4,500
Earthwork - Fill	165	C.Y.	\$ 4,200
Subdrainage Piping to Daylight	137	L.F.	\$ 400
Playground Edger	246	L.F.	\$ 2,400
<b>Sub Total</b>			\$ 11,500

**SITE WORK**

Bid Items	Quantity	Units	Total
1" Copper Water Service	30	L.F.	\$ 2,040
1" Backflow Preventer	1	EA.	\$ 3,950
1 1/2" Copper Water Service	60	L.F.	\$ 7,560
Sanitary Sewer Encasement	20	L.F.	\$ 1,110.00
6" PVC Sanitary Service	110	L.F.	15,400
Earthwork - Cut	135	C.Y.	\$ 2,000
Earthwork - Fill	165	C.Y.	\$ 2,000
Culvert at Sprayground (with 2 end sections)	1	EA.	\$ 750
6' Concrete Walk to Playground Site (4" thick)	4131	S.F.	\$ 27,536
Concrete Walk - Trail (4" thick)	5015	S.F.	\$ 35,857
Earthwork - Fill for retaining wall	30	C.Y.	500
Modular Retaining Wall	228	Face Feet	4,500
<b>Sub Total</b>			\$ 103,203

**TOTAL ALL SECTIONS - BASE BID**

Project Wide Costs	Sub Total:	\$ 38,838
Site Demolition & Erosion Control	Sub Total:	\$ 14,750
Prefab Building Site Preparation	Sub Total:	\$ 32,938
Sprayground Site Preparation	Sub Total:	\$ 33,021
Playground Site Preparation	Sub Total:	\$ 11,500
Site Work	Sub Total:	\$ 103,203
<b>Total Base Bid:</b>		\$ 234,250

**Total Base Bid for 19-276-203A**

\$ 234,250.00

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

\$ Two hundred thirty four thousand two hundred fifty dollars  
In blank above write out the sum of the bid. *and zero cents*

*This is a lump sum bid only!*

**\*REVISED\*\*REVISED\* BID PROPOSAL FORM E - RFP 19-276-203A  
CONTINUED**

Company Name R.L. PHILLIPS CONSTRUCTION, INC.

By Julie A. Boyer  
Authorized Person's Signature

JULIE A. BOYER - OFFICE MANAGER  
Print or type name and title of signer

Company Address PO. Box 74  
RAYMORE, MO 64083

Phone (816) 322-6461

Fax (816) 322-6498

Email jperry.rlp@gmail.com

Date 10/7/19

**ADDENDA**

Bidder acknowledges receipt of the following addendum, if any:

Addendum No. 1

Addendum No. 2

Addendum No. 3

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

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

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

**LATE BIDS CANNOT BE ACCEPTED!**

**CITY OF RAYMORE**

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



**ADDENDUM NO. 1**

T.B. Hanna Station Site Work  
Project #19-276-203A

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 - PRE BID MEETING DATE CHANGE**

**1. Date of the Pre-Bid Meeting has changed as follows:**

**A mandatory pre-bid meeting will be held on September 23, 2019 at 9:00 a.m. and September 24, 2019 at 10:00 a.m.. Bidders must attend one pre-bid meeting. The pre-bid meeting will be held at Raymore City Hall in the Council Chambers.**

Any other questions regarding this proposal shall be submitted to Kim Quade, CPPB by e-mail at kquade@raymore.com or by phone at (816) 892-3045. There will be no questions allowed after September 27th, 2019 at 5 p.m.

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

Company Name: RL PHILLIPS CONSTRUCTION, INC.

By: Julie A. Boyer

Title: Office Manager

Address: P.O. Box 74

City, State, Zip: RAYMORE, MO 64083

Date: 10/7/19 Phone: 816-322-6461

Signature of Bidder: [Handwritten Signature]

**ADDENDUM MUST BE SUBMITTED WITH BID**

**CITY OF RAYMORE**

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



**ADDENDUM NO. 2**

T.B. Hanna Station Site Work  
Project #19-276-203A

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. 2 - Bid Opening Date Change, addition of non mandatory pre bid, clarification and revised forms**

**1. Clarification - Installer for the All Inclusive Rec portion:**

Craig Sanders CPSI, RISC  
Division Manager  
Ideal Play and Surfacing Inc.  
Mobile: 314-920-1587  
Office: 314-892-9500  
Fax: 314-892-6459

**2. Revision - Bid Opening:**

Bid opening has been changed to October 8, 2019 at 10:00 am.

**3. Addition - Non Mandatory Pre-Bid:**

A non-mandatory pre-bid has been scheduled for October 2, 2019 at 10:00 am. This meeting does not waive the requirement regarding attendance at the mandatory pre-bid meeting(s) previously held.

**4. Revised Notice To Bidders, bid opening:**

Sealed proposals will be received by the Purchasing Specialist at the City Hall, 100 Municipal Circle, Raymore, Missouri, until 10:00 a.m. on October 8, 2019. In accordance with the Missouri Sunshine Law, RSMo 610.021, the proposals for the above project will be opened on said date and time and the only items that will be read aloud are the responder's name and base bid amount, no other information will be read or shared at that time and will be maintained as a closed record until such time as a final contract is accepted and presented to the City Council for approval. On all requests and correspondence, please reference RFP Number 19-276-203A.

**5. Revised Notice to Bidders:**

The project is to complete construction improvements such as earthwork, concrete and infrastructure that scopes the redevelopment of the park.

**6. Revised Contract for Services, Article II Time of Commencement and Completion:**

All work shall be completed by April 1, 2020.

**7. Revised Appendix A: See Attached**

**8. Revised Bid Proposal Form E: See Attached**

**Companies attended Pre-bids:**

SJ's Power  
Mega Industries

Wil-Pav, Inc.  
Tasco, LLC

RL Phillips  
Blue Moon Hauling

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 October 4th, 2019 at 5 p.m.

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

Company Name: R.L. PHILLIPS CONSTRUCTION, INC.

By: Julie A. Boyer

Title: Office Manager

Address: PO Box 74

City, State, Zip: Raymore, MO 64083

Date: 10/7/19 Phone: 816-322-6461

Signature of Bidder: [Signature]

**ADDENDUM MUST BE SUBMITTED WITH BID**

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



**ADDENDUM NO. 3**  
T.B. Hanna Station Site Work  
Project #19-276-203A

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. 3 - Revised proposal forms, Plan sheets, and Questions**

**1. Revised Bid Proposal Form E:** See Attached

**2. Revised Plan Sheets:** See Attached

- C050
- C400
- C410
- C500
- C501
- C502
- E100
- P100

**3. Question: On the tree removal, will the stumps need to be excavated or ground below the grade surface?**

**Answer:** Stumps are to be ground below the surface at least 6 to 8 inches.

Any other questions regarding this proposal shall be submitted to Margie Sullivan by email at msullivan@raymore.com. There will be no questions allowed after October 4th, 2019 at 5 p.m.

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

Company Name: R.L. PHILLIPS CONSTRUCTION, INC.

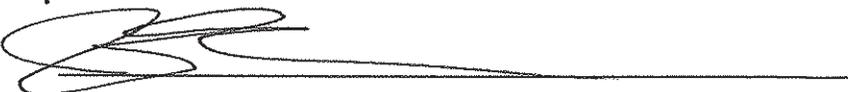
By: Julie A. Boyer

Title: Office Manager

Address: P.O. Box 74

City, State, Zip: RAYMORE, MO 64083

Date: 10/7/19 Phone: 816-322-6461

Signature of Bidder: 

**ADDENDUM MUST BE SUBMITTED WITH BID**

### 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 JAYSON PERRY, who, being duly sworn, states on his oath or affirmation as follows:

Name/Contractor: JAYSON PERRY - PROJECT MANAGER

Company: R.L. PHILLIPS CONSTRUCTION, INC.

Address: P.O. Box 74, RAYMORE, MD 64083

- 1 I am of sound mind and capable of making this Affidavit, and am personally acquainted with the facts stated herein.
- 2 Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the following services contracted between Contractor and the City of Raymore: Project # 19-276-203A.
- 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.

R.L. PHILLIPS CONSTRUCTION, INC  
Company Name

[Signature]  
Signature

Name: JAYSON PERRY

Title: PROJECT MANAGER

STATE OF MO COUNTY OF CASS

Subscribed and sworn to before me this 7<sup>th</sup> day of OCTOBER, 2019.

Notary Public: [Signature]

My Commission Expires: 10/06/22 Commission # 14630522

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.

JULIE A. BOYER  
Notary Public - Notary Seal  
State of Missouri  
Commissioned for Cass County  
My Commission Expires: October 06, 2022  
Commission Number: 14630522



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

DATE: Oct. 28, 2019

SUBMITTED BY: Elisa Williams

DEPARTMENT: Finance

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

**TITLE / ISSUE / REQUEST**

Bill 3498 - SO BOND REFUNDING SERIES 2019

**STRATEGIC PLAN GOAL/STRATEGY**

4.3.1: Develop and implement long-term funding strategies to support City operations

**FINANCIAL IMPACT**

Award To:  
Amount of Request/Contract:  
Amount Budgeted:  
Funding Source/Account#: Capital Improvement Fund (45)

**PROJECT TIMELINE**

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

**STAFF RECOMMENDATION**

Approve

**OTHER BOARDS & COMMISSIONS ASSIGNED**

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

**LIST OF REFERENCE DOCUMENTS ATTACHED**

**REVIEWED BY:**

Jim Feuerborn

## BACKGROUND / JUSTIFICATION

In 2009, Series 2009 Hubach Hill Transportation Development District Bonds were issued in the amount of \$7,695,000. Since that time, the City has paid the debt service principal and interest through an annual appropriation out of the Capital Improvement Fund (45). The debt repayment schedule contemplated higher principal payments toward the end of the bond issue period. However, with this refunding, the City can now level out the principal payment amounts through the remaining life of the bonds.

The City's Financial Advisor indicates that the bond market is favorable for this refunding. The tax-exempt bond yields are presently at all-time lows. The supply of competing tax-exempt bond sales will increase in November and December, which is why this is occurring as an emergency read.

The new issue is estimated to be \$5,750,000. An ordinance authorizing the refunding has been prepared.

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**ORDINANCE 2019-\_\_**  
**OF**  
**CITY OF RAYMORE, MISSOURI**

**PASSED**  
**OCTOBER 28, 2019**

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**\$5,750,000**  
**CITY OF RAYMORE, MISSOURI**  
**TAX EXEMPT SPECIAL OBLIGATION REFUNDING BONDS**  
**SERIES 2019**

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**ORDINANCE  
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Passage

S-1

Signatures and Seal S-1

Exhibit A – Form of Bonds

Exhibit B – Preliminary Official Statement

Exhibit C – Notice of Sale

Exhibit D – Form of 2019 Cooperative Agreement

**BILL 3498**

**ORDINANCE 2019-\_\_**

**“AN ORDINANCE AUTHORIZING THE ISSUANCE OF \$5,750,000 PRINCIPAL AMOUNT OF TAX-EXEMPT SPECIAL OBLIGATION REFUNDING BONDS, SERIES 2019, OF THE CITY OF RAYMORE, MISSOURI AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS BY THE CITY AND DECLARING THIS BILL AS AN EMERGENCY.”**

**WHEREAS**, City of Raymore, Missouri (the “City”), is a charter city and political subdivision of the State of Missouri, duly created, organized and existing under and by virtue of the Constitution and laws of the State of Missouri; and

**WHEREAS**, the Hubach Hill Road and North Cass Parkway Transportation Development District, a Missouri transportation development district and political subdivision (the “TDD”), previously issued the Hubach Hill Road and North Cass Parkway Transportation Development District (Raymore, Missouri, Hubach Hill Road and North Cass Parkway Project), Revenue Bonds, Series 2009 (the “Refunded Bonds”), for the purpose of financing a transportation project; and

**WHEREAS**, the City previously entered into a Cooperative Agreement dated September 22, 2008, as amended by the First Amendment to Cooperative Agreement dated August 24, 2010 (collectively, the Cooperative Agreement”), among the City, Cass County, Missouri, a county of the first classification and political subdivision of the State of Missouri (the “County), the TDD, the Hubach Hill Road and North Cass Parkway Community Improvement District, a Missouri community improvement district and political subdivision (the “CID”), Good Otis, L.L.C., a Missouri limited liability company, Great Plains Real Estate Developments, L.L.C., a Kansas limited liability company, and TBM Raymore, LLC, a Missouri limited liability company, by which the City agreed to (i) perform the functions of administrating, collecting and enforcing collection of the TDD Sales Tax (herein defined) and administrating the CID Property Tax (defined herein) and (ii) that if the TDD Sales Tax Revenues, the TIF Portion of TDD Sales Tax Revenues and the TIF Portion of CID Property Tax Revenues (each as defined in the Cooperative Agreement) were ever insufficient to pay the principal and interest on the Refunded Bonds, the City would, subject to legally available funds being annually appropriated, provide such funds to pay the principal and interest on the Refunded Bonds; and

**WHEREAS**, the City is authorized under the provisions of the Constitution of Missouri and its Charter to issue and sell special obligation bonds and desires to issue its Tax Exempt Special Obligation Refunding Bonds, Series 2019 (the “Bonds”) for the purposes of providing funds, together with other available funds, (i) to refund the Refunded Bonds, (ii) fund a debt service reserve fund and (iii) to pay costs of issuing the Bonds and refunding the Refunded Bonds; and

**WHEREAS**, simultaneously with the issuance of the Bonds, the City will enter into a Second Amendment to Cooperative Agreement dated as of November 1, 2019 (the “2019 Cooperative Agreement”) among the City, the County, the TDD, the CID, Good Otis, L.L.C., Great Plains Real Estate Developments, L.L.C. and TBM Raymore, LLC, whereby the TDD and the CID have agreed to transfer certain funds to the City to be applied toward the payment of principal and interest on the Bonds; and

**WHEREAS**, it is hereby found and determined that it is necessary and advisable and in the best interest of the City and of its inhabitants the Bonds be issued and secured in the form and manner as hereinafter provided to provide funds for such purposes and to provide that the principal of and interest on such special obligations bonds shall be payable solely from amounts appropriated on an annual basis by the City Council;

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

## **ARTICLE I**

### **DEFINITIONS**

**Section 101. Definitions of Words and Terms.** In addition to words and terms defined elsewhere herein, the following words and terms as used in this Ordinance shall have the following meanings:

**“2019 Cooperative Agreement”** means the Second Amendment to Cooperative Agreement dated as of November 1, 2019 among the City, the TDD, the CID, the County, Good Otis, L.L.C., Great Plains Real Estate Developments, L.L.C. and TBM Raymore, LLC.

**“Arbitrage Instructions”** means the arbitrage investment and rebate instructions contained in the City’s Federal Tax Certificate, as the same may be amended or supplemented in accordance with the provisions thereof.

**“Bond Counsel”** means Gilmore & Bell, P.C., Kansas City, Missouri, or other attorneys or firm of attorneys with a nationally recognized standing in the field of municipal bond financing selected by the City.

**“Bond Payment Date”** means any date on which principal of or interest on any Bond is payable.

**“Bond Register”** means the books for the registration, transfer and exchange of Bonds kept at the office of the Paying Agent.

**“Bondowner”** or **“Registered Owner”** means, when used with respect to any Bond, the Person in whose name such Bond is registered on the Bond Register.

**“Bond”** or **“Bonds”** means the Tax-Exempt Special Obligation Refunding Bonds, Series 2019, authorized and issued by the City pursuant to this Ordinance.

**“Business Day”** means a day, other than a Saturday, Sunday or holiday, on which the Paying Agent is scheduled in the normal course of its operations to be open to the public for conduct of its banking operations.

**“Cede & Co.”** means Cede & Co., as nominee name of The Depository Trust Company, New York, New York or any successor nominee of the Securities Depository with respect to the Bonds.

**“CID”** means the Hubach Hill Road and North Cass Parkway Community Improvement District, a Missouri community improvement district and political subdivision.

**“CID Property Tax”** means the community improvement district real property tax imposed by the CID, initially imposed at a rate of \$0.60 per \$100 of the assessed value.

**“CID Trust Fund”** means the fund ratified and confirmed in **Section 501** hereof.

**“City”** means City of Raymore, Missouri, and any successors or assigns.

**“Code”** means the Internal Revenue Code of 1986, as amended.

**“Cooperative Agreement”** means the Cooperative Agreement dated September 22, 2008, as amended by the First Amendment to Cooperative Agreement dated August 24, 2010, among the City, the County, the TDD, the CID, Good Otis, L.L.C., Great Plains Real Estate Developments, L.L.C., and TBM Raymore, LLC, and the 2019 Cooperative Agreement.

**“Costs of Issuance Fund”** means the fund by that name referred to in **Section 501** hereof.

**“Debt Service Fund”** means the fund by that name referred to in **Section 501** hereof.

**“Debt Service Reserve Fund”** means the fund by that name referred to in **Section 501** hereof.

**“Debt Service Reserve Requirement”** means the sum of \$[\_\_\_\_\_].

**“Defaulted Interest”** means interest on any Bond that is payable but not paid on any Interest Payment Date.

**“Defeasance Obligations”** means any of the following obligations:

(a) United States Government Obligations that are not subject to redemption in advance of their maturity dates;

(b) obligations of any state or political subdivision of any state, the interest on which is excluded from gross income for federal income tax purposes and that meet the following conditions:

(1) the obligations are (i) not subject to redemption prior to maturity or (ii) the trustee for such obligations has been given irrevocable instructions concerning their calling and redemption and the issuer of such obligations has covenanted not to redeem such obligations other than as set forth in such instructions;

(2) the obligations are secured by cash or United States Government Obligations that may be applied only to principal of, premium, if any, and interest payments on such obligations;

(3) such cash and the principal of and interest on such United States Government Obligations (plus any cash in the escrow fund) are sufficient to meet the liabilities of the obligations;

(4) such cash and United States Government Obligations serving as security for the obligations are held in an escrow fund by an escrow agent or a trustee irrevocably in trust; and

(5) such cash and United States Government Obligations are not available to satisfy any other claims, including those against the trustee or escrow agent; or

(c) Cash.

**“Escrow Agreement”** means the Escrow Letter of Instructions from the City to Security Bank of Kansas City, as paying agent for the payment of the Refunded Bonds.

**“Escrow Fund”** means the debt service fund created under the Trust Indenture dated as of January 15, 2009 between the TDD and Security Bank of Kansas City, as successor trustee.

**“Fiscal Year”** means the fiscal year of the City, currently the twelve-month period beginning November 1 and ending October 31.

**“Interest Payment Date”** means the Maturity of an installment of interest on any Bond.

**“Maturity”** means, when used with respect to any Bond, the date on which the principal of such Bond becomes due and payable as therein and herein provided, whether at the Stated Maturity thereof or call for redemption in whole or otherwise.

**“Notice of Sale”** means the Notice of Sale related to the offering of the Bonds at public sale and requesting bids for the purchase of the Bonds.

**“Ordinance”** means this Ordinance adopted by the governing body of the City, authorizing the issuance of the Bonds, as amended from time to time.

**“Outstanding”** means, when used with reference to the Bonds, as of any particular date of determination, all Bonds theretofore authenticated and delivered hereunder, except the following Bonds:

- (a) Bonds theretofore canceled by the Paying Agent or delivered to the Paying Agent for cancellation;
- (b) Bonds deemed to be paid in accordance with the provisions of **Section 701** hereof; and
- (c) Bonds in exchange for or in lieu of which other Bonds have been authenticated and delivered hereunder.

**“Participants”** means those financial institutions for whom the Securities Depository effects book-entry transfers and pledges of securities deposited with the Securities Depository, as such listing of Participants exists at the time of such reference.

**“Paying Agent”** means Security Bank of Kansas City, its successors and assigns.

**“Payments in Lieu of Taxes”** means incremental taxes paid on account of real estate tax assessments as provided and defined in the TIF Act and the TIF Plan.

**“Permitted Investments”** means any of the following securities if and to the extent the same are at the time legal for investment of the City’s funds:

- (a) United States Government Obligations;
- (b) bonds, notes or other obligations of the State of Missouri, or any political subdivision of the State of Missouri, that at the time of their purchase are rated in either of the two highest rating categories by a nationally recognized rating service;
- (c) repurchase agreements with any bank, bank holding company, savings and loan association, trust company, or other financial institution organized under the laws of the United States or any state, that are continuously and fully secured by any one or more of the securities described in clause (a), (b) or (d) and that have a market value at all times at least equal to the principal amount of such repurchase agreement and are held in a custodial or trust account for the benefit of the City;

(d) obligations of Government National Mortgage Association, the Federal Financing Bank, the Federal Intermediate Credit Corporation, Federal Banks for Cooperatives, Federal Land Banks, Federal Home Loan Banks and Farm Service Agency;

(e) certificates of deposit or time deposits, whether negotiable or nonnegotiable, issued by any bank or trust company organized under the laws of the United States or any state, provided that such certificates of deposit or time deposits shall be either (1) continuously and fully insured by the Federal Deposit Insurance Corporation, or (2) continuously and fully secured by such securities as are described above in clauses (a) through (d), inclusive, which shall have a market value at all times at least equal to the principal amount of such certificates of deposit or time deposits;

(f) money market mutual funds (1) that invest in Government Obligations, and (2) that are rated in either of the two highest categories by a nationally recognized rating service; and

(g) any other securities or investments that are lawful for the investment of moneys held in such funds or accounts under the laws of the State of Missouri.

**“Person”** means any natural person, corporation, partnership, limited liability company, joint venture, association, firm, joint-stock company, trust, unincorporated organization, or government or any agency or political subdivision thereof or other public body.

**“Purchase Price”** means the principal amount of the Bonds plus any accrued interest to the delivery date and plus any premium or discount as set forth in the bid of the Purchaser.

**“Purchaser”** means \_\_\_\_\_, as the original purchaser of the Bonds as determined in response to the public sale of the Bonds in compliance with the terms of the Notice of Sale and this Ordinance.

**“Record Date”** means, for the interest payable on any Interest Payment Date, the 15th day (whether or not a Business Day) of the calendar month next preceding such Interest Payment Date.

**“Redemption Date”** means, when used with respect to any Bond to be redeemed, the date fixed for the redemption of such Bond pursuant to the terms of this Ordinance.

**“Redemption Price”** means, when used with respect to any Bond to be redeemed, the price at which such Bond is to be redeemed pursuant to the terms of this Ordinance, including the applicable redemption premium, if any, but excluding installments of interest whose Stated Maturity is on or before the Redemption Date.

**“Refunded Bonds”** means the Hubach Hill Road and North Cass Parkway Transportation Development District (Raymore, Missouri, Hubach Hill Road and North Cass Parkway Project) Revenue Bonds, Series 2009.

**“Replacement Bonds”** means Bonds issued to the beneficial owners of the Bonds in accordance with **Section 210** hereof.

**“Securities Depository”** means, initially, The Depository Trust Company, New York, New York, and its successors and assigns.

**“Special Record Date”** means the date fixed by the Paying Agent pursuant to **Section 204** hereof for the payment of Defaulted Interest.

**“Stated Maturity”** means, when used with respect to any Bond or any installment of interest thereon, the date specified in such Bond and this Ordinance as the fixed date on which the principal of such Bond or such installment of interest is due and payable.

**“TDD”** means the Hubach Hill Road and North Cass Parkway Transportation Development District, a Missouri transportation development district and political subdivision.

**“TDD Revenues”** means the revenues of the TDD Sales Tax imposed by the TDD and collected and deposited by City in the TDD Trust Fund pursuant to the provisions of the 2019 Cooperative Agreement, including the TIF Portion of TDD Sales Tax Revenues.

**“TDD Sales Tax”** means the transportation development district sales tax imposed by the District, initially set at a rate of one quarter of one percent (1/4%), which sales tax applies to all retail sales made in the District that are subject to taxation pursuant to the provisions of Sections 144.010 to 144.525, inclusive, of the Revised Statutes of Missouri, as amended, with certain exceptions listed in the Transportation Development District Act, Sections 238.200 to 238.280, inclusive, of the Revised Statutes of Missouri, as amended.

**“TDD Sales Tax Enforcement Fund”** means the fund by that name created under the 2019 Cooperative Agreement.

**“TDD Trust Fund”** means the fund ratified and confirmed in **Section 501** hereof.

**“TIF Act”** means the Real Property Tax Increment Allocation Redevelopment Act, Section 99.800, *et. seq.*, of the Revised Statutes of Missouri, as amended.

**“TIF Plan”** means any tax increment financing plan adopted by the City Council related to or affecting property within the boundaries of the CID or the TDD, as the same may be amended.

**“TIF Portion of TDD Sales Tax Revenues”** means 50% of the revenue from the TDD Sales Tax deposited in a Special Allocation Fund for redevelopment projects in a redevelopment area located in whole or in part within the TDD.

**“TIF Portion of CID Property Tax Revenues”** means the portion of taxes, penalties and interest levied upon each taxable lot, block, tract or parcel of real property located within the CID, which portion is attributable to the increase in the current equalized assessed valuation of each taxable lot, block, tract or parcel with the CID, and paid as Payments in Lieu of Taxes into a Special Allocation Fund for redevelopment projects in a redevelopment area located in whole or in part within the CID.

**“United States Government Obligations”** means bonds, notes, certificates of indebtedness, treasury bills or other securities constituting direct obligations of, or obligations the principal of and interest on which are fully and unconditionally guaranteed as to full and timely payment by, the United States of America, including evidences of a direct ownership interest in future interest or principal payments on obligations issued or guaranteed by the United States of America (including the interest component of obligations of the Resolution Funding Corporation), or securities that represent an undivided interest in such obligations, and such obligations are held in a custodial account for the benefit of the City.

**ARTICLE II**

**AUTHORIZATION OF THE BONDS**

**Section 201. Authorization of Bonds.** There shall be issued and hereby are authorized and directed to be issued the Tax Exempt Special Obligation Refunding Bonds, Series 2019 of the City in a principal amount of \$5,750,000 (the “Bonds”), for the purpose of (1) refunding the Refunded Bonds (2) funding the Debt Service Reserve Fund and (3) paying costs related to the issuance of the Bonds and the refunding of the Refunding Bonds.

**Section 202. Description of Bonds.** The Bonds shall consist of fully registered bonds without coupons, numbered from R-1 upward in order of issuance, and shall be issued in denominations of \$5,000 or any integral multiple thereof. The Bonds shall be substantially in the form set forth in **Exhibit A** attached hereto, and shall be subject to registration, transfer and exchange as provided in **Section 205** hereof. All of the Bonds shall be dated their date of delivery, shall become due on September 1 in the years and in the amounts on the Stated Maturities, subject to redemption and payment prior to their Stated Maturities as provided in Article III herein, and shall be interest at the respective rates per annum, subject to the following:

**Serial Bonds**

<b><u>Stated Maturity</u></b> <b><u>September 1</u></b>	<b><u>Principal Amount</u></b>	<b><u>Annual Rate of Interest</u></b>
2020	\$	%
2021		
2022		
2023		
2024		
2025		
2026		
2027		
2028		
2029		
2030		
2031		
2032		
2033		
2034		
2035		
2036		
2037		

The Bonds shall bear interest at the rates specified above (computed on the basis of a 360-day year of twelve 30-day months) from the date thereof or from the most recent Interest Payment Date to which interest has been paid or duly provided for, payable semiannually on March 1 and September 1 in each year, beginning on March 1, 2020.

**Section 203. Designation of Paying Agent.** Security Bank of Kansas City is hereby designated as the paying agent for the payment of principal of and interest on the Bonds and bond registrar with respect to the registration, transfer and exchange of Bonds (the “Paying Agent”).

The City will at all times maintain a Paying Agent meeting the qualifications herein described for the performance of the duties hereunder. The City reserves the right to appoint a successor Paying Agent by (1) filing with the Paying Agent then performing such function a certified copy of the proceedings giving notice of the termination of such Paying Agent and appointing a successor, and (2) causing notice of the appointment of the successor Paying Agent to be given by first class mail to each Bond owner. The Paying Agent may resign upon giving written notice by first class mail to the City and the Registered Owners not less than 60 days prior to the date such resignation is to take effect. No resignation or removal of the Paying Agent shall become effective until a successor acceptable to the City has been appointed and has accepted the duties of Paying Agent.

Every Paying Agent appointed hereunder shall at all times be a commercial banking association or corporation or trust company authorized to do business in the State of Missouri organized and doing business under the laws of the United States of America or of the State of Missouri, authorized under such laws to exercise trust powers and subject to supervision or examination by federal or state regulatory authority.

**Section 204. Method and Place of Payment of Bonds.** The principal or Redemption Price of each Bond shall be paid at Maturity by check or draft to the Person in whose name such Bond is registered on the Bond Register at the Maturity thereof, upon presentation and surrender of such Bond at the payment office of the Paying Agent.

The interest payable on each Bond on any Interest Payment Date shall be paid to the Registered Owner of such Bond as shown on the Bond Register at the close of business on the Record Date for such interest (a) by check or draft mailed by the Paying Agent to the address of such Registered Owner shown on the Bond Register or (b) in the case of an interest payment to any Registered Owner of \$500,000 or more in aggregate principal amount of Bonds, by electronic transfer to such Registered Owner upon written notice given to the Paying Agent signed by such Registered Owner, not less than 5 days prior to the Record Date for such interest, containing the electronic transfer instructions including the bank (which shall be in the continental United States), ABA routing number and account name and account number to which such Registered Owner wishes to have such transfer directed and an acknowledgment that an electronic transfer fee is payable.

Notwithstanding the foregoing provisions of this Section, any Defaulted Interest with respect to any Bond shall cease to be payable to the Registered Owner of such Bond on the relevant Record Date and shall be payable to the Registered Owner in whose name such Bond is registered at the close of business on the Special Record Date for the payment of such Defaulted Interest, which Special Record Date shall be fixed as hereinafter specified in this paragraph. The City shall notify the Paying Agent in writing of the amount of Defaulted Interest proposed to be paid on each Bond and the date of the proposed payment (which date shall be at least 30 days after receipt of such notice by the Paying Agent) and shall deposit with the Paying Agent at the time of such notice an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Paying Agent for such deposit prior to the date of the proposed payment. Following receipt of such funds the Paying Agent shall fix a Special Record Date for the payment of such Defaulted Interest that shall be not more than 15 nor less than 10 days prior to the date of the proposed payment. The Paying Agent shall promptly notify the City of such Special Record Date and, in the name and at the expense of the City, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, by first class mail, postage prepaid, to each Registered Owner of a Bond entitled to such notice at the address of such Registered Owner as it appears on the Bond Register not less than 10 days prior to such Special Record Date.

**Section 205. Registration, Transfer and Exchange of Bonds.** The City covenants that, as long as any of the Bonds remain Outstanding, it will cause the Bond Register to be kept at the office of the

Paying Agent as herein provided. Each Bond when issued shall be registered in the name of the owner thereof on the Bond Register.

Bonds may be transferred and exchanged only on the Bond Register as provided in this Section. Upon surrender of any Bond at the payment office of the Paying Agent, the Paying Agent shall transfer or exchange such Bond for a new Bond or Bonds in any authorized denomination of the same series and Stated Maturity and in the same aggregate principal amount as the Bond that was presented for transfer or exchange. Bonds presented for transfer or exchange shall be accompanied by a written instrument or instruments of transfer or authorization for exchange, in a form and with guarantee of signature satisfactory to the Paying Agent, duly executed by the Registered Owner thereof or by the Registered Owner's duly authorized agent.

In all cases in which the privilege of transferring or exchanging Bonds is exercised, the Paying Agent shall authenticate and deliver Bonds in accordance with the provisions of this Ordinance. The City shall pay the fees and expenses of the Paying Agent for the registration, transfer and exchange of Bonds provided for by this Ordinance and the cost of printing a reasonable supply of registered bond blanks. Any additional costs or fees that might be incurred in the secondary market, other than fees of the Paying Agent, are the responsibility of the Registered Owners of the Bonds. In the event any Registered Owner fails to provide a correct taxpayer identification number to the Paying Agent, the Paying Agent may make a charge against such Registered Owner sufficient to pay any governmental charge required to be paid as a result of such failure. In compliance with Section 3406 of the Code, such amount may be deducted by the Paying Agent from amounts otherwise payable to such Registered Owner hereunder or under the Bonds.

The City and the Paying Agent shall not be required (a) to register the transfer or exchange of any Bond that has been called for redemption after notice of such redemption has been mailed by the Paying Agent pursuant to **Section 303** hereof and during the period of 15 days next preceding the date of mailing of such notice of redemption, or (b) to register the transfer or exchange of any Bond during a period beginning at the opening of business on the day after receiving written notice from the City of its intent to pay Defaulted Interest and ending at the close of business on the date fixed for the payment of Defaulted Interest pursuant to **Section 204** hereof.

**Section 206. Execution, Registration, Authentication and Delivery of Bonds.** Each of the Bonds, including any Bonds issued in exchange or as substitutions for the Bonds initially delivered, shall be signed by the manual or facsimile signature of the Mayor and attested by the manual or facsimile signature of the City Clerk and shall have the official seal of the City affixed or imprinted thereon. In case any officer whose signature appears on any Bond ceases to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes, as if such person had remained in office until delivery. Any Bond may be signed by such persons who at the actual time of the execution of such Bond are the proper officers to sign such Bond although at the date of such Bond such persons may not have been such officers.

The Mayor and City Clerk are hereby authorized and directed to prepare and execute the Bonds in the manner herein specified, and, when duly executed and registered, to deliver the Bonds to the Paying Agent for authentication.

The Bonds shall have endorsed thereon a certificate of authentication substantially in the form set forth in **Exhibit A** attached hereto, which shall be manually executed by an authorized officer or employee of the Paying Agent, but it shall not be necessary that the same officer or employee sign the certificate of authentication on all of the Bonds that may be issued hereunder at any one time. No Bond shall be entitled to any security or benefit under this Ordinance or be valid or obligatory for any purpose unless and until such certificate of authentication has been duly executed by the Paying Agent. Such executed certificate of authentication upon any Bond shall be conclusive evidence that such Bond has been duly authenticated and

delivered under this Ordinance. Upon authentication, the Paying Agent shall deliver the Bonds to the Purchaser upon payment of the Purchase Price of the Bonds plus accrued interest thereon to the date of their delivery.

**Section 207. Mutilated, Destroyed, Lost and Stolen Bonds.** If (a) any mutilated Bond is surrendered to the Paying Agent or the Paying Agent receives evidence to its satisfaction of the destruction, loss or theft of any Bond, and (b) there is delivered to the Paying Agent such security or indemnity as may be required by the Paying Agent, then, in the absence of notice to the Paying Agent that such Bond has been acquired by a bona fide purchaser, the City shall execute and the Paying Agent shall authenticate and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Bond, a new Bond of the same series and Stated Maturity and of like tenor and principal amount.

If any such mutilated, destroyed, lost or stolen Bond has become or is about to become due and payable, the Paying Agent, in its discretion, may pay such Bond instead of issuing a new Bond.

Upon the issuance of any new Bond under this Section, the City may require the payment by the Registered Owner of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of the Paying Agent) connected therewith.

Every new Bond issued pursuant to this Section shall constitute a replacement of the prior obligation of the City and shall be entitled to all the benefits of this Ordinance equally and ratably with all other Outstanding Bonds.

**Section 208. Cancellation and Destruction of Bonds Upon Payment.** All Bonds that have been paid or redeemed or that otherwise have been surrendered to the Paying Agent, either at or before Maturity, shall be canceled by the Paying Agent immediately upon the payment, redemption and surrender thereof to the Paying Agent and subsequently destroyed in accordance with the customary practices of the Paying Agent. The Paying Agent shall execute a certificate describing the Bonds so canceled and shall file an executed counterpart of such certificate with the City.

**Section 209. Preliminary and Final Official Statement.** The Preliminary Official Statement, in the form attached as **Exhibit B** to this Ordinance, is hereby ratified and approved, and the final Official Statement is hereby authorized and approved by supplementing, amending and completing the Preliminary Official Statement, with such changes and additions thereto as are necessary to conform to and describe the transaction. The Mayor is hereby authorized to execute the final Official Statement as so supplemented, amended and completed, and the use and public distribution of the final Official Statement by the Purchaser in connection with the reoffering of the Bonds is hereby authorized. The proper officials of the City are hereby authorized to execute and deliver a certificate pertaining to such Official Statement as prescribed therein, dated as of the date of payment for and delivery of the Bonds.

For the purpose of enabling the Purchaser to comply with the requirements of Rule 15c2-12(b)(1) of the Securities and Exchange Commission, the City hereby deems the information regarding the City contained in the Preliminary Official Statement to be "final" as of its date, except for the omission of such information as is permitted by Rule 15c2-12(b)(1), and the appropriate officers of the City are hereby authorized, if requested, to provide the Purchaser a letter or certification to such effect and to take such other actions or execute such other documents as such officers in their reasonable judgment deem necessary to enable the Purchaser to comply with the requirements of such Rule.

The City agrees to provide to the Purchaser within seven business days of the date of the sale of Bonds sufficient copies of the final Official Statement to enable the Purchaser to comply with the

requirements of Rule 15c2-12(b)(4) of the Securities and Exchange Commission and with the requirements of Rule G-32 of the Municipal Securities Rulemaking Board.

### **Section 210. Book-Entry Bonds; Securities Depository.**

(a) The Bonds shall initially be registered to Cede & Co., the nominee for the Securities Depository, and no beneficial owner will receive certificates representing their respective interest in the Bonds, except in the event the Paying Agent issues Replacement Bonds as provided in subsection (b) hereof. It is anticipated that during the term of the Bonds, the Securities Depository will make book-entry transfers among its Participants and receive and transmit payment of principal of, premium, if any, and interest on, the Bonds to the Participants until and unless the Paying Agent authenticates and delivers Replacement Bonds to the beneficial owners as described in subsection (b).

(b) (1) If the City determines (A) that the Securities Depository is unable to properly discharge its responsibilities, or (B) that the Securities Depository is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, or (C) that the continuation of a book-entry system to the exclusion of any Bonds being issued to any Bond owner other than Cede & Co. is no longer in the best interests of the beneficial owners of the Bonds, or (2) if the Paying Agent receives written notice from Participants having interests in not less than 50% of the Bonds Outstanding, as shown on the records of the Securities Depository (and certified to such effect by the Securities Depository), that the continuation of a book-entry system to the exclusion of any Bonds being issued to any Bond owner other than Cede & Co. is no longer in the best interests of the beneficial owners of the Bonds, then the Paying Agent, in accordance with the operational arrangements of the Securities Depository, shall notify the Bond owners of such determination or such notice and of the availability of certificates to Owners requesting the same, and the Paying Agent shall register in the name of and authenticate and deliver Replacement Bonds to the beneficial owners or their nominees in principal amounts representing the interest of each, making such adjustments as it may find necessary or appropriate as to accrued interest and previous calls for redemption; provided, that in the case of a determination under (1)(A) or (1)(B) of this subsection (b), the City, with the consent of the Paying Agent, may select a successor securities depository in accordance with **Section 210(c)** hereof to effect book-entry transfers. In such event, all references to the Securities Depository herein shall relate to the period of time when the Securities Depository or its nominee is the registered owner of at least one Bond. Upon the issuance of Replacement Bonds, all references herein to obligations imposed upon or to be performed by the Securities Depository shall be deemed to be imposed upon and performed by the Paying Agent, to the extent applicable with respect to such Replacement Bonds. If the Securities Depository resigns and the City, the Paying Agent or Bond owners are unable to locate a qualified successor of the Securities Depository in accordance with **Section 210(c)** hereof, then the Paying Agent shall authenticate and cause delivery of Replacement Bonds to Bond owners, as provided herein. The Paying Agent may rely on information from the Securities Depository and its Participants as to the names of, addresses for and principal amounts held by the beneficial owners of the Bonds. The cost of mailing notices, printing, registration, authentication, and delivery of Replacement Bonds shall be paid for by the City.

(c) In the event the Securities Depository resigns, is unable to properly discharge its responsibilities, or is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, the City may appoint a successor Securities Depository provided the Paying Agent receives written evidence satisfactory to the Paying Agent with respect to the ability of the successor Securities Depository to discharge its responsibilities. Any such successor Securities Depository shall be a securities depository that is a registered clearing agency under the Securities and Exchange Act of 1934, as amended, or other applicable statute or regulation that operates a securities depository upon reasonable and customary terms. The Paying Agent upon its receipt of a Bond or Bonds for cancellation shall cause the delivery of Bonds to the successor Securities Depository in appropriate denominations and form as provided herein.

**Section 211. Sale of Bonds.** The sale of the Bonds to the Purchaser at a price of \$[\_\_\_\_\_] (the principal amount of the Bonds less an underwriter's discount of \$[\_\_\_\_\_] plus net original issue premium of \$[\_\_\_\_\_] is hereby ratified and confirmed. Delivery of the Bonds shall be made to the Purchaser as soon as practicable after the adoption of this Ordinance, upon payment therefor in accordance with the terms of sale provided in the Notice of Sale related to the Bonds.

**Section 212. Approval of 2019 Cooperative Agreement.** The City is hereby authorized to deliver the 2019 Cooperative Agreement in substantially the form as attached as **Exhibit D** to this Ordinance, and the Mayor or City Manager are hereby authorized and directed to execute the 2019 Cooperative Agreement with such changes therein as such official may deem appropriate, for and on behalf of and as the act and deed of the City, such officer's signatures thereon being conclusive evidence of such official's and the City's approval thereof.

### ARTICLE III

#### REDEMPTION OF BONDS

##### Section 301. Redemption of the Bonds.

(a) *Optional Redemption by City.* At the option of the City, Bonds or portions thereof may be called for redemption and payment prior to their Stated Maturity in whole or in part at any time on or after September 1, 20\_\_ at the Redemption Price equal to 100% of the principal amount being redeemed plus accrued interest thereon to the Redemption Date.

(b) *Mandatory Redemption.* The Bonds will be subject to mandatory redemption and payment prior to maturity pursuant to the mandatory redemption requirements set forth below at a Redemption Price equal to 100% of the principal amount thereof plus accrued interest to the Redemption Date. The City shall redeem on September 1 in each year, the following principal amounts of such Bonds:

<u>Year</u>	<u>Principal Amount</u>
-------------	-------------------------

\*

\_\_\_\_\_  
\*Final Maturity

At its option, to be exercised on or before the 45th day next preceding any mandatory Redemption Date, the City may: (1) deliver to the Paying Agent for cancellation Bonds subject to mandatory redemption on said mandatory Redemption Date, in any aggregate principal amount desired; or (2) furnish the Paying Agent funds, together with appropriate instructions, for the purpose of purchasing any Bonds subject to mandatory redemption on said mandatory Redemption Date from any Registered Owner thereof whereupon the Paying Agent shall expend such funds for such purpose to such extent as may be practical; or (3) receive a credit with respect to the mandatory redemption obligation of the City under this Section for any Bonds subject to mandatory redemption on said mandatory Redemption Date that, prior to such date, have been redeemed (other than through the operation of the mandatory redemption requirements of this subsection (b)) and canceled by the Paying Agent and not theretofore applied as a credit against any redemption obligation under this subsection (b). Each Bond so delivered or previously purchased or redeemed shall be credited at 100% of the principal amount thereof on the obligation of the City to redeem Bonds of the same Stated Maturity on such mandatory Redemption Date, and any excess of such amount shall be credited on future mandatory redemption obligations for Bonds of the same Stated Maturity in

chronological order, and the principal amount of Bonds of the same Stated Maturity to be redeemed by operation of the requirements of this Section shall be accordingly reduced. If the City intends to exercise any option granted by the provisions of clauses (1), (2) or (3) above, the City will, on or before the 45th day next preceding each mandatory Redemption Date, furnish the Paying Agent a written certificate indicating to what extent the provisions of said clauses (1), (2) and (3) are to be complied with respect to such mandatory redemption payment and any Bonds to be credited pursuant to (3) above.

**Section 302. Selection of Bonds to Be Redeemed.**

(a) The Paying Agent shall call Bonds for redemption and payment and shall give notice of such redemption as herein provided upon receipt by the Paying Agent at least 45 days prior to the Redemption Date of written instructions of the City specifying the principal amount, Stated Maturities, Redemption Date and Redemption Prices of the Bonds to be called for redemption. If the Bonds are refunded more than 90 days in advance of such Redemption Date, any escrow agreement entered into by the City in connection with such refunding shall provide that such written instructions to the Payment Agent shall be given by or on behalf of the City not more than 90 days prior to the Redemption Date. The Paying Agent may in its discretion waive such notice period so long as the notice requirements set forth in **Section 303** hereof are met. The foregoing provisions of this paragraph shall not apply to the mandatory redemption of Bonds hereunder, and Bonds shall be called by the Paying Agent for redemption pursuant to such mandatory redemption requirements without the necessity of any action by the City and whether or not the Paying Agent shall hold moneys available and sufficient to effect the required redemption.

(b) Bonds shall be redeemed only in the principal amount of \$5,000 or any integral multiple thereof. When less than all of the Outstanding Bonds are to be redeemed, such Bonds shall be redeemed from the Stated Maturities selected by the City, and Bonds of less than a full Stated Maturity shall be selected by the Paying Agent in \$5,000 units of principal amount by lot or in such other equitable manner as the Paying Agent may determine.

(c) In the case of a partial redemption of Bonds when Bonds of denominations greater than \$5,000 are then Outstanding, then for all purposes in connection with such redemption each \$5,000 of face value shall be treated as though it were a separate Bond of the denomination of \$5,000. If it is determined that one or more, but not all, of the \$5,000 units of face value represented by any Bond are selected for redemption, then upon notice of intention to redeem such \$5,000 unit or units, the Registered Owner of such Bond or the Registered Owner's duly authorized agent shall present and surrender such Bond to the Paying Agent (1) for payment of the Redemption Price and interest to the Redemption Date of such \$5,000 unit or units of face value called for redemption, and (2) for exchange, without charge to the Registered Owner thereof, for a new Bond or Bonds of the aggregate principal amount of the unredeemed portion of the principal amount of such Bond. If the Registered Owner of any such Bond fails to present such Bond to the Paying Agent for payment and exchange as aforesaid, such Bond shall, nevertheless, become due and payable on the redemption date to the extent of the \$5,000 unit or units of face value called for redemption (and to that extent only).

**Section 303. Notice and Effect of Call for Redemption.** Unless waived by any Registered Owner of Bonds to be redeemed, official notice of any redemption shall be given by the Paying Agent on behalf of the City by mailing a copy of an official redemption notice by first class mail at least 20 days prior to the Redemption Date to the Purchaser of the Bonds and each Registered Owner of the Bond or Bonds to be redeemed at the address shown on the Bond Register.

All official notices of redemption shall be dated and shall contain (i) the date of issue of the Bonds as originally issued; (ii) the rate of interest borne by each Bond being redeemed; (iii) the maturity date of each Bond being redeemed; and the following information:

- (a) the Redemption Date;
- (b) the Redemption Price;
- (c) if less than all Outstanding Bonds are to be redeemed, the identification of the Bonds to be redeemed (such identification to include interest rates, maturities, CUSIP numbers and such additional information as the Paying Agent may reasonably determine);
- (d) a statement that on the Redemption Date the Redemption Price will become due and payable upon each such Bond or portion thereof called for redemption and that interest thereon shall cease to accrue from and after the Redemption Date; and
- (e) the place where such Bonds are to be surrendered for payment of the Redemption Price, which shall be the payment office of the Paying Agent.

The failure of any Registered Owner to receive notice given as heretofore provided or a defect therein shall not invalidate any redemption.

With respect to optional redemptions, such notice may be conditioned upon moneys being on deposit with the Paying Agent on or prior to the redemption date in an amount sufficient to pay the Redemption Price on the Redemption Date. If such notice is conditional and either the Paying Agent receives written notice from the City that moneys sufficient to pay the Redemption Price will not be on deposit on the Redemption Date, or such moneys are not received on the Redemption Date, then such notice shall be of no force and effect, the Paying Agent shall not redeem such Bonds and the Paying Agent shall give notice, in the same manner in which the notice of redemption was given, that such moneys were not or will not be so received and that such Bonds will not be redeemed.

On or prior to any Redemption Date, the City shall deposit with the Paying Agent an amount of money sufficient to pay the Redemption Price of all the Bonds or portions of Bonds that are to be redeemed on that date.

Official notice of redemption having been given as aforesaid, the Bonds or portions of Bonds to be redeemed shall become due and payable on the Redemption Date, at the Redemption Price therein specified, and from and after the Redemption Date (unless the City defaults in the payment of the Redemption Price) such Bonds or portion of Bonds shall cease to bear interest. Upon surrender of such Bonds for redemption in accordance with such notice, the Redemption Price of such Bonds shall be paid by the Paying Agent. Installments of interest due on or prior to the Redemption Date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Bond, there shall be prepared for the Registered Owner a new Bond or Bonds of the same series and Stated Maturity in the amount of the unpaid principal as provided herein. All Bonds that have been surrendered for redemption shall be canceled and destroyed by the Paying Agent as provided herein and shall not be reissued.

The Paying Agent is also directed to comply with any mandatory standards then in effect for processing redemptions of municipal securities established by the Securities and Exchange Commission. Failure to comply with such standards shall not affect or invalidate the redemption of any Bond.

For so long as the Securities Depository is effecting book-entry transfers of the Bonds, the Paying Agent shall provide the notices specified in this Section to the Securities Depository. It is expected that the Securities Depository shall, in turn, notify its Participants and that the Participants, in turn, will notify or cause to be notified the beneficial owners. Any failure on the part of the Securities Depository or a Participant, or failure on the part of a nominee of a beneficial owner of a Bond (having been mailed notice

from the Paying Agent, the Securities Depository, a Participant or otherwise) to notify the beneficial owner of the Bond so affected, shall not affect the validity of the redemption of such Bond.

## ARTICLE IV

### SECURITY FOR AND PAYMENT OF BONDS

**Section 401. Security for the Bonds.** The Bonds shall be special obligations of the City payable as to both principal and interest solely from annual appropriations of funds by the City for such purpose to be deposited in the Debt Service Fund and the Debt Service Reserve Fund. The obligation of the City to make payments into the Debt Service Fund, the Debt Service Reserve Fund and for any other obligations of the City under this Ordinance do not constitute a general obligation or indebtedness of the City for which the City is obligated to levy or pledge any form of taxation, or for which the City has levied or pledged any form of taxation and shall not be construed to be a debt of the City in contravention of any applicable constitutional, statutory or charter debt limitation or restriction but in each Fiscal Year shall be payable solely from the amounts pledged or appropriated therefor (i) out of the income and revenues provided for such year, plus (ii) any unencumbered balances for previous years. Subject to the preceding sentence, the obligations of the City to make payments hereunder and to perform and observe any other covenant and agreement contained herein shall be absolute and unconditional.

The Bonds are also secured by the Debt Service Reserve Fund, as set forth in **Section 504**.

The Bonds do not constitute a debt of the City, the TDD, the CID, the State of Missouri or any political subdivision thereof, and do not constitute an indebtedness, within the meaning of any constitutional, statutory or charter debt limitation or restriction.

No recourse shall be had for the payment of the principal of or interest on any of the Bonds or for any claim based thereon or upon any obligation, covenant or agreement in this Ordinance contained, against any past, present or future elected official of the City or any trustee, officer, official, employee or agent of the City, as such, either directly or through the City or any successor to the City, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise.

The covenants and agreements of the City contained herein and in the Bonds shall be for the equal benefit, protection and security of the legal owners of any or all of the Bonds, all of which Bonds shall be of equal rank and without preference or priority of one Bond over any other Bond in the application of the funds to the payment of the principal of and the interest on the Bonds, or otherwise, except as to the rate of interest and Stated Maturity as provided in this Ordinance.

**Section 402. Covenant to Request Appropriations.** The City Council hereby directs that from and after delivery of the Bonds and so long as any of the Bonds remain Outstanding, subject to **Section 401** hereof, the Mayor, the City Manager, the Finance Director or any other officer of the City at any time charged with the responsibility of formulating budget proposals to include in each annual budget an appropriation of the amount necessary (after taking into account any moneys legally available for such purpose) to pay debt service on the Bonds, to restore the Debt Service Reserve Fund to the Debt Service Reserve Requirement in the next succeeding Fiscal Year, and to make other payments required pursuant to this Ordinance. The City is not required or obligated to make any such annual appropriation, and the decision whether or not to appropriate such funds will be solely within the discretion of the then current City Council.

## ARTICLE V

### ESTABLISHMENT OF FUNDS; DEPOSIT AND APPLICATION OF MONEYS

**Section 501. Establishment of Funds.** There have been or shall be established with the City and shall be held and administered by the City the following funds for the Bonds:

- (a) Series 2019 Costs of Issuance Fund (the “Costs of Issuance Fund”).
- (b) Series 2019 Debt Service Fund (the “Debt Service Fund”).
- (c) Series 2019 Debt Service Reserve Fund (the “Debt Service Reserve Fund”).

Each fund shall be maintained as a separate and distinct fund and the moneys therein shall be held, managed, invested, disbursed and administered as provided in this Ordinance. All moneys deposited in the funds shall be used solely for the purposes set forth in this Ordinance. The City shall keep and maintain adequate records pertaining to each fund and all disbursements therefrom.

The Escrow Fund is held by the Escrow Agent pursuant to the Escrow Agreement.

Pursuant to the 2019 Cooperative Agreement, there has also been established the TDD Trust Fund, the CID Trust Fund and the TDD Sales Tax Enforcement Fund.

**Section 502. Deposit of Bond Proceeds.** The net proceeds received from the sale of the Bonds, together with other funds legally available for the following purposes, shall be deposited simultaneously with the delivery of the Bonds as follows:

- (a) an amount equal to the Debt Service Reserve Requirement shall be deposited in the Debt Service Reserve Fund.
- (b) an amount from the sale of the Bonds shall be deposited in the Costs of Issuance Fund to provide for the payment of costs related to the issuance of the Bonds and the refunding of the Refunded Bonds, and any moneys remaining in the Costs of Issuance Fund after all costs of issuing the Bonds have been paid, shall be transferred to the Debt Service Fund.
- (c) the remainder of the proceeds from the sale of the Bonds, together with other funds legally available for such purpose, shall be deposited in the Escrow Fund and used to pay the principal of and interest on the Refunded Bonds when due and when called for redemption, in accordance with the Escrow Agreement. Any moneys remaining in the Escrow Fund after the Refunded Bonds have been redeemed and after all costs of issuing the Bonds have been paid, shall be transferred to the Debt Service Fund.

**Section 503. Application of Moneys in Debt Service Fund.** All amounts paid and credited to the Debt Service Fund shall be expended and used by the City for the purpose of paying the Bonds as and when the same become due and the usual and customary fees and expenses of the Paying Agent. The Paying Agent shall notify the City on or before the 10<sup>th</sup> day prior to each Payment Date of the amounts necessary to pay the principal of and interest on the Bonds when due. All amounts paid and credited to the Debt Service Fund shall be expended and used by the City for the sole purpose of paying the Bonds and the fees and expenses of the Paying Agent as and when the same become due. All moneys deposited with the Paying Agent shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Ordinance and shall be held in trust by the Paying Agent for the benefit of the Registered Owners of the Bonds entitled to payment from such moneys.

Any moneys or investments remaining in the Debt Service Fund after the retirement of the Bonds shall be transferred and paid into the appropriate fund(s) of the City as permitted by law.

**Section 504. Debt Service Reserve Fund.**

(a) Except as otherwise provided in this Ordinance, moneys in the Debt Service Reserve Fund shall be used by the City without further authorization solely for the payment of the principal of and interest on the Bonds if moneys otherwise available for such purpose as provided in **Section 503** hereof are insufficient to pay the same as they become due and payable. If the balance of moneys in the Debt Service Reserve Fund is insufficient to pay principal of or interest on the Bonds when due and payable, moneys in the Debt Service Reserve Fund shall be transferred into the Debt Service Fund in an amount sufficient to make up such deficiency. The City may use moneys in the Debt Service Reserve Fund for such purpose whether or not the amount in the Debt Service Reserve Fund at that time equals the Debt Service Reserve Requirement. Such moneys shall be used first to make up any deficiency in the payment of interest and then principal. Moneys in the Debt Service Reserve Fund shall also be used to pay the last Bonds becoming due. The amount on deposit in the Debt Service Reserve Fund shall be valued by the City forty-five (45) days prior to each Payment Date (or if such date is not a Business Day, the immediately preceding Business Day), or when moneys are drawn from the Debt Service Reserve Fund for transfer to the Debt Service Fund. For the purpose of determining the amount on deposit in the Debt Service Reserve Fund, the value of any investments shall be valued at their fair market value on the date of valuation. Moneys in the Debt Service Reserve Fund that are in excess of the Debt Service Reserve Requirement on any valuation date shall be deposited by the City without further authorization in the Debt Service Fund. So long as the amounts on deposit in Debt Service Reserve Fund aggregate at least 95% of the Debt Service Reserve Requirement, no further payments into said Fund shall be required, but, for any reason, if the amounts on deposit in such Fund shall be less than 95% of the Debt Service Reserve Requirement, the City shall, subject to **Article IV** hereof, immediately make payment into the Debt Service Reserve Fund to restore the amount on deposit in such Fund to the Debt Service Reserve Requirement.

(b) Upon the payment in full of the principal of and interest on the Bonds (or provision has been made for the payment thereof as specified in this Indenture) and the fees, charges and expenses of the Paying Agent and any Paying Agents, and any other amounts required to be paid under this Indenture with respect to the Bonds, all amounts remaining on deposit in the Debt Service Reserve Fund shall be paid to the City.

**Section 505. Deposits and Investment of Moneys.** Moneys in each of the funds created by and referred to in this Ordinance shall be deposited in a bank or banks or other legally permitted financial institutions located in the State of Missouri that are members of the Federal Deposit Insurance Corporation. All such deposits shall be continuously and adequately secured by the financial institutions holding such deposits as provided by the laws of the State of Missouri. All moneys held in the funds created by this Ordinance shall be accounted for separate and apart from all other funds of the City.

Moneys held in any fund referred to in this Ordinance may be invested in accordance with the investment policy of the City, as such policy may be amended from time to time, in accordance with this Ordinance and the Arbitrage Instructions, in Permitted Investments; provided, however, that no such investment shall be made for a period extending longer than to the date when the moneys invested may be needed for the purpose for which such fund was created. All earnings on any investments held in any fund shall accrue to and become a part of such fund.

**Section 506. Nonpresentment of Bonds.** If any Bond is not presented for payment when the principal thereof becomes due at Maturity, if funds sufficient to pay such Bond have been made available to the Paying Agent all liability of the City to the Registered Owner thereof for the payment of such Bond

shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the Registered Owner of such Bond, who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Ordinance or on, or with respect to, said Bond. If any Bond is not presented for payment within one year following the date when such Bond becomes due at Maturity, the Paying Agent shall repay without liability for interest thereon, to the City the funds theretofore held by it for payment of such Bond, and such Bond shall, subject to the defense of any applicable statute of limitation, thereafter be an unsecured obligation of the City, and the Registered Owner thereof shall be entitled to look only to the City for payment, and then only to the extent of the amount so repaid to it by the Paying Agent, and the City shall not be liable for any interest thereon and shall not be regarded as a trustee of such money.

**Section 507. Payments Due on Saturdays, Sundays and Holidays.** In any case where a Bond Payment Date is not a Business Day, then payment of principal, Redemption Price or interest need not be made on such Bond Payment Date but may be made on the next succeeding Business Day with the same force and effect as if made on such Bond Payment Date, and no interest shall accrue for the period after such Bond Payment Date.

## ARTICLE VI

### DEFAULT AND REMEDIES

**Section 601. Default and Remedies.** The City covenants and agrees that if it defaults in the payment of the principal of or interest on any of the Bonds as the same become due on any Bond Payment Date, or if the City or its governing body or any of the officers, agents or employees thereof fail or refuse to comply with any of the provisions of this Ordinance or of the constitution or statutes of the State of Missouri, and such default continues for a period of 30 days after written notice specifying such default has been given to the City by any Registered Owner of any Bond then Outstanding, or if the City declares bankruptcy, then, at any time thereafter and while such default continues, the Registered Owners of a majority in principal amount of the Bonds then Outstanding may, by written notice to the City filed in the office of the City Clerk or delivered in person to said City Clerk, exercise any of the remedies specified below. This provision, however, is subject to the condition that if all arrears of interest upon all of said Bonds, except interest accrued but not yet due on such Bonds, and all arrears of principal upon all of said Bonds has been paid in full and all other defaults, if any, by the City under the provisions of this Ordinance and under the provisions of the statutes of the State of Missouri have been cured, then and in every such case the Registered Owners of a majority in principal amount of the Bonds then Outstanding, by written notice to the City given as hereinbefore specified, may rescind and annul such declaration and its consequences, but no such rescission or annulment shall extend to or affect any subsequent default or impair any rights consequent thereon.

The provisions of this Ordinance, including the covenants and agreements herein contained, shall constitute a contract among the City and the Registered Owners of the Bonds, and the Registered Owner or Owners of not less than a majority in principal amount of the Bonds at the time Outstanding shall have the right for the equal benefit and protection of all Registered Owners of Bonds similarly situated:

(a) by mandamus or other suit, action or proceedings at law or in equity to enforce the rights of such Registered Owner or Owners against the City and its officers, agents and employees, and to require and compel duties and obligations required by the provisions of this Ordinance or by the constitution and laws of the State of Missouri;

(b) by suit, action or other proceedings in equity or at law to require the City, its officers, agents and employees to account as if they were the trustees of an express trust; and

(c) by suit, action or other proceedings in equity or at law to enjoin any acts or things that may be unlawful or in violation of the rights of the Registered Owners of the Bonds.

**Section 602. Limitation on Rights of Bond owners.** The covenants and agreements of the City contained herein and in the Bonds shall be for the equal benefit, protection and security of the legal owners of any or all of the Bonds. All of the Bonds shall be of equal rank and without preference or priority of one Bond over any other Bond in the application of the funds herein pledged to the payment of the principal of and the interest on the Bonds, or otherwise, except as to rate of interest, or date of Maturity or right of prior redemption as provided in this Ordinance. No one or more Bond owners secured hereby shall have any right in any manner whatever by their action to affect, disturb or prejudice the security granted and provided for herein, or to enforce any right hereunder, except in the manner herein provided, and all proceedings at law or in equity shall be instituted, had and maintained for the equal benefit of all Registered Owners of such Outstanding Bonds.

**Section 603. Remedies Cumulative.** No remedy conferred herein upon the Bond owners is intended to be exclusive of any other remedy, but each such remedy shall be cumulative and in addition to every other remedy and may be exercised without exhausting and without regard to any other remedy conferred herein. No waiver of any default or breach of duty or contract by the Registered Owner of any Bond shall extend to or affect any subsequent default or breach of duty or contract or shall impair any rights or remedies consequent thereon. No delay or omission of any Bond owner to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein. Every substantive right and every remedy conferred upon the Registered Owners of the Bonds by this Ordinance may be enforced and exercised from time to time and as often as may be deemed expedient. If any suit, action or proceedings taken by any Bond owner on account of any default or to enforce any right or exercise any remedy has been discontinued or abandoned for any reason, or has been determined adversely to such Bond owner, then, and in every such case, the City and the Registered Owners of the Bonds shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of the Bond owners shall continue as if no such suit, action or other proceedings had been brought or taken.

**Section 604. No Acceleration.** Notwithstanding anything herein to the contrary, the Bonds are not subject to acceleration upon the occurrence of an event of default hereunder.

## ARTICLE VII

### DEFEASANCE

**Section 701. Defeasance.** When any or all of the Bonds or scheduled interest payments thereon have been paid and discharged, then the requirements contained in this Ordinance and all other rights granted hereby shall terminate with respect to the Bonds or scheduled interest payments thereon so paid and discharged. Bonds or scheduled interest payments thereon shall be deemed to have been paid and discharged within the meaning of this Ordinance if there has been deposited with the Paying Agent, or other commercial bank or trust company having full trust powers, at or prior to the Stated Maturity or Redemption Date of said Bonds or the interest payments thereon, in trust for and irrevocably appropriated thereto, moneys and Defeasance Obligations that, together with the interest to be earned on any such Defeasance Obligations, will be sufficient for the payment of the principal of said Bonds and interest accrued to the Stated Maturity or Redemption Date, or if default in such payment has occurred on such date, then to the date of the tender of such payments; provided, however, that if any such Bonds are to be redeemed prior to their Stated Maturity, (1) the City has elected to redeem such Bonds, and (2) either notice of such redemption shall have been given, or the City shall have given irrevocable instructions, or shall have provided for an escrow agent to give irrevocable instructions, to the Paying Agent to give such notice of

redemption in compliance with **Section 303** hereof. Any money and Defeasance Obligations that at any time shall be deposited with the Paying Agent or other commercial bank or trust company by or on behalf of the City, for the purpose of paying and discharging any of the Bonds, shall be and are hereby assigned, transferred and set over to the Paying Agent or other bank or trust company in trust for the respective Registered Owners of the Bonds, and such moneys shall be and are hereby irrevocably appropriated to the payment and discharge thereof. All money and Defeasance Obligations deposited with the Paying Agent or other bank or trust company shall be deemed to be deposited in accordance with and subject to all of the provisions of this Ordinance.

In the event of an advance refunding, the City shall cause to be delivered a verification report of an independent recognized public accountant verifying the sufficiency of the amounts on deposit with the Paying Agent or other escrow agent to provide for payment in full of the Bonds as provided herein.

## ARTICLE VIII

### MISCELLANEOUS PROVISIONS

#### **Section 801. Tax Covenants.**

(a) The City covenants and agrees that (1) it will comply with all applicable provisions of the Code, including Sections 103 and 141 through 150, necessary to maintain the exclusion from federal gross income of the interest on the Bonds, and (2) it will not use or permit the use of any proceeds of Bonds or any other funds of the City, nor take or permit any other action, or fail to take any action, that would adversely affect the exclusion from federal gross income of the interest on the Bonds. The City will also adopt such other ordinances and take such other actions as may be necessary to comply with the Code and with other applicable future laws, regulations, published rulings and judicial decisions, to the extent any such actions can be taken by the City, in order to ensure that the interest on the Bonds will remain excluded from federal gross income. The City covenants and agrees that it will not take any action or permit any action to be taken or omit to take any action or permit the omission of any action reasonably within its control that will cause the Bonds to be “arbitrage bonds” within the meaning of Section 148 of the Code, or that will cause the Bonds to be subject to treatment under Section 141 of the Code as “private activity bonds.”

(b) The City covenants and agrees that (1) it will use the proceeds of the Bonds as soon as practicable and with all reasonable dispatch for the purposes for which the Bonds are issued, and (2) it will not invest or directly or indirectly use or permit the use of any proceeds of the Bonds or any other funds of the City in any manner, or take or omit to take any action, that would cause the Bonds to be “arbitrage bonds” within the meaning of Section 148(a) of the Code. The City covenants and agrees that it will pay or provide for the payment from time to time of all rebatable arbitrage to the United States pursuant to Section 148(f) of the Code and the Arbitrage Instructions. This covenant shall survive payment in full or defeasance of the Bonds. The Arbitrage Instructions may be amended or replaced if, in the opinion of Bond Counsel nationally recognized on the subject of municipal bonds, such amendment or replacement will not adversely affect the federal income tax status of the Bonds.

(c) The covenants contained in this Section and in the Federal Tax Certificate shall remain in full force and effect notwithstanding the defeasance of the Bonds pursuant to **Article VII** hereof or any other provision of this Ordinance until the final maturity date of all Bonds Outstanding.

**Section 802. Annual Audit.** Annually, promptly after the end of the Fiscal Year, the City will cause an audit to be made of its funds and accounts for the preceding Fiscal Year by an independent public accountant or firm of independent public accountants.

Within 30 days after the completion of each such audit, a copy thereof shall be filed in the office of the City Clerk, and a duplicate copy of the audit shall be submitted to the Municipal Securities Rulemaking Board through the Electronic Municipal Market Access system. Such audits shall at all times during the usual business hours be open to the examination and inspection by any Registered Owner of any of the Bonds, or by anyone acting for or on behalf of such Registered Owner.

As soon as possible after the completion of the annual audit, the City Council shall review such audit, and if the audit discloses that proper provision has not been made for all of the requirements of this Ordinance, the City shall, subject to **Section 401** hereof, promptly cure such deficiency.

**Section 803. Amendments.** The rights and duties of the City and the Bond owners, and the terms and provisions of the Bonds or of this Ordinance, may be amended or modified at any time in any respect by ordinance of the City with the written consent of the Registered Owners of not less than a majority in principal amount of the Bonds then Outstanding, such consent to be evidenced by an instrument or instruments executed by such Registered Owners and duly acknowledged or proved in the manner of a deed to be recorded, and such instrument or instruments shall be filed with the City Clerk, but no such modification or alteration shall:

- (a) extend the maturity of any payment of principal or interest due upon any Bond;
- (b) effect a reduction in the amount that the City is required to pay as principal of or interest on any Bond;
- (c) permit preference or priority of any Bond over any other Bond; or
- (d) reduce the percentage in principal amount of Bonds required for the written consent to any modification or alteration of the provisions of this Ordinance.

Any provision of the Bonds or of this Ordinance may, however, be amended or modified by ordinance duly adopted by the City Council at any time in any legal respect with the written consent of the Registered Owners of all of the Bonds at the time Outstanding.

Without notice to or the consent of any Bond owners, the City may amend or supplement this Ordinance for the purpose of curing any formal defect, omission, inconsistency or ambiguity therein, or in connection with any other change therein that is not materially adverse to the security of the Bond owners.

Every amendment or modification of the provisions of the Bonds or of this Ordinance to which the written consent of the Bond owners is given, as above provided, shall be expressed in an ordinance adopted by the City Council amending or supplementing the provisions of this Ordinance and shall be deemed to be a part of this Ordinance. A certified copy of every such amendatory or supplemental Ordinance, if any, and a certified copy of this Ordinance shall always be kept on file in the office of the City Clerk, shall be made available for inspection by the Registered Owner of any Bond or a prospective purchaser or owner of any Bond authorized by this Ordinance, and upon payment of the reasonable cost of preparing the same, a certified copy of any such amendatory or supplemental Ordinance or of this Ordinance will be sent by the City Clerk to any such Bond owner or prospective Bond owner.

Any and all modifications made in the manner hereinabove provided shall not become effective until there has been filed with the City Clerk a copy of the ordinance of the City hereinabove provided for, duly certified, as well as proof of any required consent to such modification by the Registered Owners of the Bonds then Outstanding. It shall not be necessary to note on any of the Outstanding Bonds any reference to such amendment or modification.

The City shall furnish to the Paying Agent a copy of any amendment to the Bonds or this Ordinance that affects the duties or obligations of the Paying Agent under this Ordinance.

**Section 804. Notices, Consents and Other Instruments by Bond owners.** Any notice, consent, request, direction, approval or other instrument to be signed and executed by the Bond owners may be in any number of concurrent writings of similar tenor and may be signed or executed by such Bond owners in person or by agent appointed in writing. Proof of the execution of any such instrument or of the writing appointing any such agent and of the ownership of Bonds, other than the assignment of the ownership of a Bond, if made in the following manner, shall be sufficient for any of the purposes of this Ordinance, and shall be conclusive in favor of the City and the Paying Agent with regard to any action taken, suffered or omitted under any such instrument, namely:

(a) The fact and date of the execution by any person of any such instrument may be proved by a certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person signing such instrument acknowledged before such officer the execution thereof, or by affidavit of any witness to such execution.

(b) The fact of ownership of Bonds, the amount or amounts, numbers and other identification of Bonds, and the date of holding the same shall be proved by the Bond Register.

In determining whether the Registered Owners of the requisite principal amount of Bonds Outstanding have given any request, demand, authorization, direction, notice, consent or waiver under this Ordinance, Bonds owned by the City shall be disregarded and deemed not to be Outstanding under this Ordinance, except that, in determining whether the Bond owners shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Bonds that the Bond owners know to be so owned shall be so disregarded. Notwithstanding the foregoing, Bonds so owned that have been pledged in good faith shall not be disregarded as aforesaid if the pledgee establishes to the satisfaction of the Bond owners the pledgee's right so to act with respect to such Bonds and that the pledgee is not the City.

**Section 805. Further Authority.** The officers of the City, including the Mayor, the City Manager and City Clerk, are hereby authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Ordinance and to make ministerial alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed that they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

**Section 806. Severability.** If any section or other part of this Ordinance, whether large or small, is for any reason held invalid, the invalidity thereof shall not affect the validity of the other provisions of this Ordinance.

**Section 807. Governing Law.** This Ordinance shall be governed exclusively by and construed in accordance with the applicable laws of the State of Missouri.

**Section 808. Effective Date.** This Ordinance shall take effect and be in full force from and after its passage by the City Council and approval by the Mayor.

**Section 809. Electronic Transaction.** The transaction described herein may be conducted and related documents may be received, delivered or stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

**Section 810. Emergency Reading.** This Bill is declared and authorized as an emergency in order to ensure the timely sale of the proposed bonds and allow for the identified savings.

*[remainder of page intentionally left blank]*

**DULY READ THE FIRST TIME THIS 28TH DAY OF OCTOBER 2019.**

**BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 28TH DAY OF OCTOBER 2019, BY THE FOLLOWING VOTE:**

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

APPROVED:

ATTEST:

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

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

(SEAL)

Approved as to form:

\_\_\_\_\_  
City Attorney

**EXHIBIT A  
TO ORDINANCE**

**(FORM OF BONDS)**

**EXCEPT AS OTHERWISE PROVIDED IN THE ORDINANCE (DESCRIBED HEREIN), THIS GLOBAL BOND MAY BE TRANSFERRED IN WHOLE BUT NOT IN PART, ONLY TO ANOTHER NOMINEE OF THE SECURITIES DEPOSITORY (DESCRIBED HEREIN) OR TO A SUCCESSOR SECURITIES DEPOSITORY OR TO A NOMINEE OF A SUCCESSOR SECURITIES DEPOSITORY.**

**UNITED STATES OF AMERICA  
STATE OF MISSOURI**

**Registered  
No. \_\_\_\_\_**

**Registered  
\$ \_\_\_\_\_**

**CITY OF RAYMORE, MISSOURI  
TAX EXEMPT SPECIAL OBLIGATION REFUNDING BONDS  
SERIES 2019**

**Interest Rate   Maturity Date   Dated Date   CUSIP Number**

**REGISTERED OWNER: \_\_\_\_\_**

**PRINCIPAL AMOUNT: \_\_\_\_\_ DOLLARS**

**CITY OF RAYMORE, MISSOURI**, a charter city and political subdivision of the State of Missouri (the “City”), for value received, hereby acknowledges itself to be indebted and promises to pay to the registered owner shown above, or registered assigns, the principal amount shown above on the maturity date shown above unless called for redemption prior to said maturity date, and to pay interest thereon at the interest rate per annum shown above (computed on the basis of a 360-day year of twelve 30-day months) from the Dated Date shown above or from the most recent interest payment date to which interest has been paid or duly provided for, payable semiannually on March 1 and September 1 in each year, beginning on March 1, 2020, until said principal amount has been paid.

The principal of and interest on this Bond payable on any Bond Payment Date shall be paid to the person in whose name this Bond is registered on the Bond Register at the close of business on the Record Date by check or draft mailed by the Paying Agent to such registered owner at the address shown on the Bond Register or at such other address as is furnished to the Paying Agent in writing by such registered owner or by electronic transfer to such registered owner upon written notice given to the Paying Agent

signed by such registered owner not less than 5 days prior to the Record Date, and containing the electronic transfer instructions including the bank (which shall be in the continental United States), ABA routing number, address and account name and account number to which such Registered Owner wishes to have such transfer directed and an acknowledgment that an electronic transfer fee is payable. The principal or redemption price of and interest on the Bonds shall be payable in any coin or currency that, on the respective dates of payment thereof, is legal tender for the payment of public and private debts.

This Bond is one of an authorized series of bonds of the City designated "Tax Exempt Special Obligation Refunding Bonds, Series 2019," aggregating the principal amount of \$5,750,000 (the "Bonds"), issued by the City for the purpose of refunding the Refunded Bonds and paying the costs of issuance of the Bonds, under the authority of and in full compliance with the constitution and laws of the State of Missouri, and pursuant to an ordinance duly passed (the "Ordinance") and proceedings duly and legally had by the governing body of the City.

At the option of the City, Bonds may be called for redemption and payment prior to maturity in whole at any time on or after September 1, 20\_\_ at the Redemption Price equal to 100% of the principal amount being redeemed, plus accrued interest thereon to the Redemption Date.

The Bonds maturing in the year 20[\_\_\_] will be subject to mandatory redemption and payment prior to maturity pursuant to the mandatory redemption requirements set forth in the Ordinance at a Redemption Price equal to 100% of the principal amount thereof, plus accrued interest to the Redemption Date.

Bonds shall be redeemed only in the principal amount of \$5,000 or any integral multiple thereof. When less than all of the Outstanding Bonds are to be redeemed, such Bonds shall be redeemed from the Stated Maturities selected by the City, and Bonds of less than a full Stated Maturity shall be selected by the Paying Agent in \$5,000 units of principal amount by lot or in such other equitable manner as the Paying Agent may determine.

Notice of redemption, unless waived, is to be given by the Paying Agent by mailing an official redemption notice by first class mail at least 20 days prior to the redemption date to the original purchaser of the Bonds and each registered owner of the Bond or Bonds to be redeemed at the address shown on the Bond Register maintained by the Paying Agent. Notice of redemption having been given as aforesaid, the Bonds or portions of Bonds to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the City defaults in the payment of the redemption price) such Bonds or portions of Bonds shall cease to bear interest.

With respect to optional redemptions, such notice may be conditioned upon moneys being on deposit with the Paying Agent on or prior to the redemption date in an amount sufficient to pay the Redemption Price on the Redemption Date. If such notice is conditional and either the Paying Agent receives written notice from the City that moneys sufficient to pay the Redemption Price will not be on deposit on the Redemption Date, or such moneys are not received on the Redemption Date, then such notice shall be of no force and effect, the Paying Agent shall not redeem such Bonds and the Paying Agent shall give notice, in the same manner in which the notice of redemption was given, that such moneys were not or will not be so received and that such Bonds will not be redeemed.

The Bonds shall be special obligations of the City payable as to both principal and interest solely from annual appropriations of funds by the City for such purpose and from moneys on deposit in the Debt Service Reserve Fund. The obligation of the City to make payments into the Debt Service Fund, the Debt Service Reserve Fund and for any other obligations of the City under the Ordinance do not constitute a general obligation or indebtedness of the City for which the City is obligated to levy or pledge any form of taxation, or for which the City has levied or pledged any form of taxation and shall not be construed to be

a debt of the City in contravention of any applicable constitutional, statutory or charter debt limitation or restriction but in each Fiscal Year shall be payable solely from the amounts pledged or appropriated therefor (i) out of the income and revenues provided for such year plus (ii) any unencumbered balances for previous years.

The Bonds are issuable in the form of fully registered Bonds without coupons in the denominations of \$5,000 or any integral multiple thereof.

The Bonds are being issued by means of a book-entry system with no physical distribution of bond certificates to be made except as provided in the Ordinance. One Bond certificate with respect to each date on which the Bonds are stated to mature, registered in the nominee name of the Securities Depository, is being issued. The Book-entry system will evidence positions held in the Bonds by the Securities Depository's participants, beneficial ownership of the Bonds in authorized denominations being evidenced in the records of such participants. Transfers of ownership shall be effected on the records of the Securities Depository and its participants. The Paying Agent and the City will recognize the Securities Depository nominee, while the Registered Owner of this Bond, as the owner of this Bond for all purposes, including (i) payments of principal of, redemption premium, if any, and interest on, this Bond, (ii) notices and (iii) voting. Transfers of principal, interest and any redemption premium payments to participants of the Securities Depository will be the responsibility of such participants and other nominees of such beneficial owners. The Paying Agent and the City will not be responsible or liable for such transfers of payments or for maintaining, supervising or reviewing the records maintained by the Securities Depository, the Securities Depository nominee, its participants or persons acting through such participants. While the Securities Depository nominee is the owner of this Bond, notwithstanding the provision hereinabove contained, payments of principal of and interest on this Bond shall be made in accordance with existing arrangements between the Paying Agent and the City.

**EXCEPT AS OTHERWISE PROVIDED IN THE ORDINANCE, THIS GLOBAL BOND MAY BE TRANSFERRED IN WHOLE BUT NOT IN PART, ONLY TO ANOTHER NOMINEE OF THE SECURITIES DEPOSITORY OR TO A SUCCESSOR SECURITIES DEPOSITORY OR TO A NOMINEE OF A SUCCESSOR SECURITIES DEPOSITORY.**

This Bond may be transferred or exchanged, as provided in the Ordinance, only on the Bond Register kept for that purpose at the payment office of the Paying Agent, upon surrender of this Bond together with a written instrument of transfer or authorization for exchange satisfactory to the Paying Agent duly executed by the Registered Owner or the Registered Owner's duly authorized agent, and thereupon a new Bond or Bonds in any authorized denomination of the same maturity and in the same aggregate principal amount shall be issued to the transferee in exchange therefor as provided in the Ordinance and upon payment of the charges therein prescribed. The City and the Paying Agent may deem and treat the person in whose name this Bond is registered on the Bond Register as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Ordinance until the Certificate of Authentication hereon has been executed by the Paying Agent.

**IT IS HEREBY DECLARED AND CERTIFIED** that all acts, conditions and things required to be done and to exist precedent to and in the issuance of the Bonds have been done and performed and do exist in due and regular form and manner as required by the constitution and laws of the State of Missouri.

**IN WITNESS WHEREOF, CITY OF RAYMORE, MISSOURI**, has caused this Bond to be executed by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of its City Clerk and its official seal to be affixed or imprinted hereon.

**CERTIFICATE OF AUTHENTICATION**

**CITY OF RAYMORE, MISSOURI**

This Bond is one of the Bonds of the issue described in the within-mentioned Ordinance.

By: \_\_\_\_\_  
Mayor

Registration Date: \_\_\_\_\_

**[Paying Agent],**  
Paying Agent

(Seal)

ATTEST:

By: \_\_\_\_\_  
Authorized Officer or Signatory

\_\_\_\_\_  
City Clerk

---

**ASSIGNMENT**

**FOR VALUE RECEIVED**, the undersigned hereby sells, assigns and transfers unto

---

Print or Type Name, Address and Social Security Number  
or other Taxpayer Identification Number of Transferee

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints \_\_\_\_\_ agent to transfer the within Bond on the books kept by the Paying Agent for the registration thereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_

---

NOTICE: The signature to this assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Bond in every particular.

Medallion Signature Guarantee:

## **LEGAL OPINION**

The following is a true and correct copy of the approving legal opinion of Gilmore & Bell, P.C., Bond Counsel, which was dated and issued as of the date of original issuance and delivery of the Bonds:

**GILMORE & BELL**  
A Professional Corporation  
2405 Grand Blvd, Suite 1100  
Kansas City, Missouri 64108

(LEGAL OPINION OF BOND COUNSEL)

---

**EXHIBIT B  
TO ORDINANCE**

**PRELIMINARY OFFICIAL STATEMENT**

**EXHIBIT C  
TO ORDINANCE  
NOTICE OF SALE**

**EXHIBIT D**  
**2019 COOPERATIVE AGREEMENT**







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

DATE: Oct. 28, 2019

SUBMITTED BY: Mike Ekey

DEPARTMENT: Administration

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

**TITLE / ISSUE / REQUEST**

Bill 3496: Award of Contract for the exterior painting of City Hall

**STRATEGIC PLAN GOAL/STRATEGY**

Goal 1.2.1: Create a physical environment that inspires a sense pride

**FINANCIAL IMPACT**

Award To:	Dayco Painting
Amount of Request/Contract:	\$28,521
Amount Budgeted:	\$47,000
Funding Source/Account#:	Building & Equipment Replacement Fund (05)

**PROJECT TIMELINE**

Estimated Start Date	Estimated End Date
March	March

**STAFF RECOMMENDATION**

Approval

**OTHER BOARDS & COMMISSIONS ASSIGNED**

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

**LIST OF REFERENCE DOCUMENTS ATTACHED**

Contract

**REVIEWED BY:**

Jim Feuerborn

## BACKGROUND / JUSTIFICATION

The FY 2019 Capital Improvement Plan calls for the painting of the exterior of City Hall. The building has not had any significant paint or repairs to the exterior since its construction in 2002.

Staff received bids from three companies:

Dayco Painting:	\$28,152
Haren Contracting:	\$66,588
Rio Contracting:	\$71,549

Staff recommends awarding the contract to Dayco Painting. Work will begin in spring 2020 when weather temperatures are ideal for exterior painting.

**BILL 3496**

**ORDINANCE**

**"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH DAYCO PAINTING FOR THE EXTERIOR PAINTING AND UPGRADES TO CITY HALL IN THE AMOUNT OF \$28,152."**

**WHEREAS**, the FY 2019 Capital Improvement Plan calls for the painting of the exterior of City Hall; and

**WHEREAS**, staff recommends contracting with the lowest and best bidder, Dayco Painting Inc.

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

Section 1. The City Manager is hereby directed to enter into an agreement with Dayco Painting for the exterior painting of City Hall.

Section 2. The City Manager is authorized to make change orders 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 28TH DAY OF OCTOBER, 2019.**

**BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 25TH DAY OF NOVEMBER, 2019, BY THE FOLLOWING VOTE:**

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

Councilmember Jacobson  
Councilmember Townsend

ATTEST:

APPROVE:

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

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

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



CITY OF RAYMORE  
CONTRACT FOR SERVICES

**CITY HALL EXTERIOR PAINTING**

This Contract for Painting at City Hall, hereafter referred to as the **Contract** is made this 25 day of November, 2019, between Dayco Painting, Inc., an entity organized and existing under the laws of the State of Missouri, with its principal office located at 500 Zumwalt Ave, Grandview, MO 64030, 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 Nov. 25, 2019, and coincidental with the City Manager's signature and attestation by the City Clerk and shall remain in effect as described within the attachments.

ARTICLE I  
THE WORK

Contractor agrees to perform all work and provide all materials as specified in Request for Proposal 19-338-201 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 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 \$28,152.

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

The City Manager has the authority for change orders.

## ARTICLE IV CONTRACT PAYMENTS

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

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

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

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

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

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

#### ARTICLE V INSURANCE REQUIREMENTS

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

#### ARTICLE VI DAMAGES/DELAYS/DEFECTS

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

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

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

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

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

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

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

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

ARTICLE VII  
 RESPONSIBILITIES

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

The Contractor's responsibilities and obligations under this agreement are accepted subject to strikes, outside labor troubles (including strikes or labor troubles affecting vendors or suppliers of Contractor), accidents, transportation delays, floods, fires, or other acts of God, and any other causes of like or different character beyond the control of Contractor. Impossibility of performance (but not simply frustration of performance) by reason of any legislative, executive, or judicial act of any governmental authority shall excuse performance 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 26) if project is over \$75,000. The contractor shall include the provisions of this clause in all subcontracts for work to be performed by subcontractors under this contract so that provisions of this clause are binding upon subcontractors.

## ARTICLE VIII CANCELLATION AND/OR TERMINATION OF AGREEMENT

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

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

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

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

## ARTICLE IX ARBITRATION

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

## ARTICLE X WARRANTY

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

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

ARTICLE XI  
REQUIRED SAFETY TRAINING

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

ARTICLE XII  
NOTICE OF PENALTIES FOR FAILURE  
TO PROVIDE SAFETY TRAINING

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

ARTICLE XIII  
AFFIDAVIT of WORK AUTHORIZATION

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

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

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

ARTICLE XIV  
ENTIRE AGREEMENT

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

relied upon any representations of Contractor as to prospective performance of the goods, but has relied upon its own inspection and investigation of the subject matter.

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

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

**THE CITY OF RAYMORE, MISSOURI**

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

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

(SEAL)

\_\_\_\_\_  
Company Name Dayco Painting Inc  
By: \_\_\_\_\_ James Gochenour  
Title: \_\_\_\_\_ PRESIDENT  
Attest: \_\_\_\_\_

**APPENDIX A**  
**SCOPE OF SERVICES AND SPECIAL PROVISIONS**

**CITY HALL EXTERIOR PAINTING**

**ANTICIPATED SCOPE OF SERVICES:**

The City of Raymore is seeking professional painting firms to complete the exterior painting of the City Hall facility located at 100 N. Municipal Circle. Raymore, MO 64083. The project will consist of preparing the building for painting, protecting all surfaces not scheduled to be painted to prevent over spraying of plants and other objects, and the painting of the exterior of the building. City Hall will remain open for regular business during the painting process so all work that is to be performed in a manner to not disrupt any business traffic and to protect the safety of all pedestrians and Staff.

1. **SPECIFICATIONS WHICH APPLY**

A. **WALL PREPARATION**

Prepare all walls for painting per paint manufacturer's specifications. All walls will be cleaned and prepared for painting by power/chemical washing. Prep work shall include any repairs to exterior materials as identified by the City and contractor.

B. **PAINTING**

Provide and apply two coats of high quality exterior paint. Colors to be determined by owner. The purchasing of all materials will be the responsibility of the contractor and must be included in the proposal process.

Exterior Finishes:

Walls

Two Trash gates

Pipe Bollards

Hollow metal doors and frames

Window Frames: Will not need to be painted.

C. **MASONRY & STONE WORK**

Clean and seal exterior stone and masonry surfaces and notify the owner of any repairs that would need to be done that may hinder this work.

D. **PROJECT COMPLETION**

Final surface inspection. The surface painted must have a uniform coat of paint (two coats), free from excessive drips and bare areas. Areas not meeting a professional standard shall be corrected.

Project construction will be coordinated with the City of Raymore Assistant City Manager and the Building Maintenance Technician.

Contractors will be able to take measurements for this project at the pre-bid conferences. No other times will be made available for measuring.

All equipment, material and workmanship must be in accordance with the Specifications and other Contract Documents in the Project Manual on file with the Engineering Department, 100 Municipal Circle, Raymore, Missouri 64083.

#### D. RESPONSIBILITIES

The Contractor will be responsible for the protection of all items and surfaces not scheduled to be painted and these areas must be kept clean throughout the preparation and painting process. These areas include but are not limited to windows, walkways, glass entrance doors, plants and tree material. Drop cloths and other equipment designed to protect the facility is the responsibility of the contractor.

The Contractor shall be solely responsible for the protection and safety of the public and use appropriate means to ensure that the public is safe during times of construction, cleaning, preparation and painting of the building.

The Contractor will be responsible for site cleanup daily after work has been performed, and removal of all debris associated with the project.

Working hours will be Monday - Friday, 8:00 am to 5:00 pm.

## 2 ADDITIONAL INFORMATION

### 2.1 Project is tax exempt.

**CITY OF RAYMORE, MISSOURI**  
**RFP # 19-338-201**

**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 November 2019.

C. *Insurance*

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

1. *General Liability*

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

Minimum Limits - General Liability:

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

2. *Excess/Umbrella Liability*

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

3. Automobile Liability

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

Minimum Limits - Automobile Liability:

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

4. Workers' Compensation

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

D. *Hold Harmless Clause*

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

E. *Exemption from Taxes*

The City of Raymore is exempt from state sales tax and federal excise tax. Tax exemption certificates indicating this tax exempt status will be furnished upon 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 26 for Cass County, Missouri, USA.

G. *Invoicing and Payment*

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

Invoices shall be based on the following schedule:

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

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

H. *Cancellation*

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

I. *Contractual Disputes*

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

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

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

J. *Severability*

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

K. *Applicable Laws*

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

L. *Drug/Crime Free Work Place*

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

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

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

M. *Inspection*

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

N. *No Escalation of Fees*

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

O. *Safety Training*

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

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

The contract resulting from this solicitation is subject to the State of Missouri Prevailing Wage Law (Cass County Wage Order 26). The Contractor shall include the provisions of this clause in all subcontracts for work to be performed by subcontractors under this contract so that provisions of this clause are binding upon subcontractors.

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

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

Q. *Permits/Certificates*

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

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

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

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

R. *Mobilization, Bonds and Insurance*

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

Payment shall be made on the following schedule.

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

S. *Bid Bond*

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

T. *Performance Bond*

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

*W. Rejection of Bids*

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

*X. Release of Information*

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

*Y. American Products*

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

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

*Z. Affidavit of Work Authorization and Documentation*

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

by

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

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

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.

# Miscellaneous



THE RAYMORE CITY COUNCIL HELD A WORK SESSION ON MONDAY, OCTOBER 7, 2019, 7:00 P.M., AT RAYMORE CITY HALL. PRESENT: MAYOR PRO TEM HOLMAN, COUNCILMEMBERS ABDELGAWAD, BARBER, BURKE III, CIRCO, JACOBSON, AND TOWNSEND. ALSO PRESENT: CITY MANAGER JIM FEUERBORN, ASSISTANT CITY MANAGER MIKE EKEY, CITY ATTORNEY JONATHAN ZERR, AND CITY STAFF.

Mayor Turnbow called the work session to order at 7:00 p.m.

A. I49 and 58 Highway Bridge Update

City staff updated Council on efforts to fund the widening of I49 and the 58 Highway Bridge that crosses it.

B. Hawk Ridge Park Erosion Control Issue

City staff outlined erosion control efforts and ongoing issues that have developed with the improvements at Hawk Ridge Park. Staff made recommendations to Council on plans to provide control of this erosion caused by continuing heavy rainfalls in the area by hydro seeding and placement of sod. Council directed staff to bring this item forward for consideration.

C. No Tax Increase General Obligation Bond Issue - April 2020

City Manager Jim Feuerborn sought input from the Council on moving forward with a no-tax increase General Obligation Bond issue in April, 2020, outlining critical dates, estimated amounts, and recommended processes should the Council want to give preliminary consideration for bringing an issue to the voters. Council directed staff to begin the process for an April, 2020 bond issue.

D. November 4 Work Session

City Manager Jim Feuerborn discussed the agenda and schedule for the November 4 Joint Work Session with the City Council, TIF Commission and the Planning and Zoning Commission. On that evening Ms. Janet Ady of AdyAdvantage will be presenting to the group a program entitled ED101. The meeting will begin at 6 p.m. at Centerview.

E. FY 2020 Budget Discussion

City Manager Jim Feuerborn presented an opportunity for Council input or questions about the FY 2020 budget that will be presented to Council on October 14 and 28 for formal consideration. No comments or questions were heard.

F. Other

The work session of the Raymore City Council adjourned at 7:45 p.m.



THE **PLANNING AND ZONING COMMISSION** OF THE CITY OF RAYMORE, MISSOURI, MET IN REGULAR SESSION **TUESDAY, OCTOBER 15, 2019**, IN THE COUNCIL CHAMBERS OF CITY HALL, 100 MUNICIPAL CIRCLE, RAYMORE, MISSOURI WITH THE FOLLOWING COMMISSION MEMBERS PRESENT: VICE-CHAIRMAN KELLY FIZER, JIM PETERMANN, MARIO URQUILLA, MELODIE ARMSTRONG, CALVIN ACKLIN, ERIC BOWIE AND MAYOR KRIS TURNBOW. ABSENT WERE WILLIAM FAULKNER AND MATTHEW WIGGIINS. ALSO PRESENT WAS ASSOCIATE PLANNER DAVID GRESS, ASSISTANT PUBLIC WORKS DIRECTOR GREG ROKOS, AND CITY ATTORNEY JONATHAN ZERR.

1. **Call to Order** – Vice-Chairman Fizer called the meeting to order at 7:00 p.m.
2. **Pledge of Allegiance**
3. **Roll Call** – Roll was taken and Vice-Chairman Fizer declared a quorum present to conduct business.
4. **Personal Appearances** – None
5. **Consent Agenda**
  - a. **Approval of the minutes of the September 3, 2019 meeting**

**Motion by Commissioner Urquilla, Seconded by Commissioner Bowie, to approve the September 3, 2019 minutes as corrected.**

**Vote on Motion:**

Chairman Faulkner	Absent
Commissioner Wiggins	Absent
Commissioner Armstrong	Aye
Commissioner Bowie	Aye
Commissioner Acklin	Aye
Commissioner Fizer	Aye
Commissioner Petermann	Aye
Commissioner Urquilla	Aye
Mayor Turnbow	Aye

**Motion passed 7-0-0.**

6. **Unfinished Business - None**
7. **New Business -**

**A. Case #19021 - Grant Park Villas Rezoning C-2 to R-3B (public hearing)**

Jeff Beckler, representing the applicant Zimmerman Properties, LLC presented the request. He reviewed a powerpoint presentation that had been made to the City Council at a work session when they requested support for a Low-Income Tax Credit application that has been filed.

Mr. Beckler stated they are proposing Grant Park Villas, a 48-unit apartment building for occupants aged 55 and over. The project is similar to Briar Creek Villas in Belton.

Mr. Beckler stated the project is proposed for the corner of Grant Drive and Adams Street. There will be amenities with the development.

Associate Planner David Gress provided the staff report. He indicated the request is to reclassify the zoning of the 3.8 acre tract of land from "C-2" General Commercial District to "R-3B" Apartment Community Residential District.

Mr. Gress entered into the record the notices mailed to adjoining property owners; the notice of publication in The Journal newspaper; the Unified Development Code; the application; the Growth Management Plan; the staff report; and the site plan submitted by the applicant.

Mr. Gress provided an overview of previous planning actions near the property and described surrounding land uses.

Mr. Gress indicated a Good Neighbor meeting was held on September 25th and the questions and responses were included in the staff report.

Mr. Gress provided an overview of the uses allowed in the R-3B district, which is primarily designed for an apartment community.

Mr. Gress indicated staff has submitted proposed findings of fact and does recommend the Commission forward the application to the City Council with a recommendation of approval subject to one condition: that a Type A screen shall be maintained along the eastern property line, between the subject property and the Ramblewood subdivision, either through the use of existing vegetation, or the provision of new vegetation.

*Vice-Chairman Fizer opened the public hearing at 7:21 p.m.*

There were no public comments.

*Chairman Faulkner closed the public hearing at 7:21 p.m.*

Commissioner Urquilla asked how many senior living units are currently in the City.

Mr. Gress indicated he did not have a total number, but there were several senior communities, including Foxwood Springs, Walnut Estates, and Alexander Creek.

Mr. Gress clarified that the proposed rezoning would not limit the use of the property to senior residents.

Commissioner Urquilla asked what impacts the residential use of the subject property would have on existing or future commercial businesses.

Mr. Gress commented that the area is a mixture of land uses, including residential, commercial and industrial. Having increases in residential population in the area enhances the area for commercial development.

Commissioner Urquilla asked the applicant about the ability to change the use of the property in the future from a low income housing tax credit project for senior residents.

Mr. Beckler indicated his company elects for a 30-year land use restriction as a 55+ community.

Commissioner Bowie asked about the character of the building in relation to the surrounding mixture of buildings.

Mr. Beckler stated their architect does take into account the architecture of surrounding buildings. We do want our building to fit in to the neighborhood.

City Attorney Jonathan Zerr reminded the Commission the focus needs to be on the rezoning of the property, not the specifics of the proposed building on the property, which is best handled at the time of site plan review.

**Motion by Mayor Turnbow, Seconded by Commissioner Petermann, to accept the staff proposed findings of fact and forward case #19021, Grant Park Villas Rezoning C-2 to R-3B, to the City Council, to the City Council with a recommendation of approval subject to the following condition:**

- 1. A type-A screen shall be maintained along the eastern property line, between the subject property and the Ramblewood subdivision, either through the use of existing vegetation, or the provision of new vegetation.**

**Vote on Motion:**

Chairman Faulkner	Absent
Commissioner Wiggins	Absent
Commissioner Armstrong	Aye
Commissioner Bowie	Aye
Commissioner Acklin	Aye
Commissioner Fizer	Aye
Commissioner Petermann	Aye
Commissioner Urquilla	Aye
Mayor Turnbow	Aye

**Motion passed 7-0-0.**

**8. City Council Report**

Mr. Zerr provided a review of the September 9, 2019, the September 23, 2019 and October 14, 2019 Council meetings.

**9. Staff Report**

Mr. Gress provided an overview of the upcoming cases to be considered by the Commission.

Mr. Gress indicated that the joint meeting of the Planning and Zoning Commission and City Council will occur on Monday, November 4. This work session will begin at 6:00 p.m. at Centerview. The topic will be an Economic Development 101 presentation by Janet Ady with Ady Advantage.

Assistant Public Works Director Greg Rokos provided an update on the status of the installation of a culvert to allow Bristol Drive in the Brookside subdivision to be completed.

**10. Public Comment**

No public comment.

**11. Commission Member Comment**

Commissioner Petermann thanked the applicant for bringing forward a new development into the community.

Commissioners thanked staff for its work.

**12. Adjournment**

**Motion by Commissioner Urquilla, Seconded by Commissioner Petermann, to adjourn the October 15, 2019 Planning and Zoning Commission meeting.**

**Vote on Motion:**

Chairman Faulkner	Absent
Commissioner Wiggins	Absent
Commissioner Armstrong	Aye
Commissioner Bowie	Aye
Commissioner Acklin	Aye
Commissioner Fizer	Aye
Commissioner Petermann	Aye
Commissioner Urquilla	Aye
Mayor Turnbow	Aye

**Motion passed 7-0-0.**

The October 15, 2019 meeting adjourned at 7:38 p.m.

Respectfully submitted,

Jim Cadoret

**THE RAYMORE PARKS AND RECREATION BOARD MET IN REGULAR SESSION TUESDAY, AUGUST 27, 2019, IN THE CITY HALL COUNCIL CHAMBERS AT 100 MUNICIPAL CIRCLE, RAYMORE, MISSOURI.**

**MEMBERS PRESENT:** Chairman Trautman; Members Bartow, Collier, Harris, Manson, Supple and Williamson. Member Eastwood is absent.

**STAFF PRESENT:** Director Musteen, Superintendent McLain, Superintendent Rulo were present.

**1. Call to Order:** Chairman Trautman called the meeting to order at 7:00pm.

**2. Roll Call**

**3. Pledge of Allegiance**

**4. Personal Appearances**

**5. Consent Agenda**

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

- |                       |                 |
|-----------------------|-----------------|
| A. Park Board Minutes | June 25, 2019   |
| B. Park Board Minutes | August 13, 2019 |

**Motion:** Member Harris moved to accept the Park Board minutes of June 25 and August 13, 2019.  
Member Houdyshell seconded the motion.

**Discussion:**

<b>Vote:</b>	8 Aye	Member Bartow	Aye
	0 Nay	Member Collier	Aye
	1 Absent	Member Eastwood	Absent
		Member Harris	Aye
		Member Houdyshell	Aye
		Member Manson	Aye
		Member Supple	Aye
		Member Trautman	Aye
		Member Williamson	Aye

**6. Staff Reports**

Recreation Superintendent McLain highlighted his written report. Highlighted staff has been working with Finance and IT to support the software for the upcoming sessions of sports at the RAC. Pay to play programs are upcoming as well as day passes. Todd has had prep meetings for the fall sports. In August he has game scheduling meetings. Games will be started after Labor Day. Coordinator Vankeulen operated the Mini Mud Run event. Things went well with some adjustments made from previous years and the help of Superintendent Rulo and his staffs hard work. We had a

good summer with the Camp and expect more growth next summer. Farmer's Market vendor numbers have declined.

Member Bartow asked "What is the daily use fee and will there be a family pass?" Superintendent McLain replied that we are not having membership. The day use fee is \$3.00. Times for free facility use are posted online and in the guide, which will be in mailboxes the first week of September. We will have wrist bands or stamps so you can come back later in the day.

Parks Superintendent Rulo highlighted his written report. TB Hanna has work ongoing with the Station House. Scheduled the week of September 3 will be the removal of the north playground pieces at Memorial Park West Shelter. The seasonal workers have left for the year.

Parks & Recreation Director Musteen highlighted his written report. TB Hanna projects have been bidded separately and are moving along. The site plan has some work done on it. Memorial Day 2020 is the projected opening date for the spray ground, the playground during the winter, and the ice rink in the winter. Thanks to those who came to the ribbon cutting at Hawk Ridge Park. Thanks to Greg Rokos and Paschal Smith for their day to day management on the project.

## **7. Old Business - None**

## **8. New Business**

### **A. Hawk Ridge Park Facility Fees Presentation Item**

Staff is presenting the proposed rental fees for the north shelter and amphitheater at Hawk Ridge.

Member Bartow asked "What is the difference between Event Rental and Private Rental?" Superintendent McLain explained the difference.

Member Manson Is the Shelter rate hourly or daily?" Superintendent McLain replied "It is daily".

Member Harris has reservations about the shelter rate based on the difference from other shelters. Superintendent McLain explained that the rates were based on the number of people that can use the shelter area. Director Musteen explained that there are not very many amenities near the shelter.

Member Houdyshell asked "If the Arts Council brings in a large group, how will that affect the rental, security fee?" Superintendent McLain responded that "If it is within the city or a city department, there will be no rental fees charged.

Security fees will be charged and paid for by that department. The alcohol permit can be waived." Member Houdyshell "Will the vendor fee stay the same?" Superintendent McLain "Yes."

Member Collier wants to know "Are there noise and time ordinances, are they already on the books?" Superintendent McLain replied "Yes."

## **9. Board Elections**

### **A. Call for Nominees-Board Chair**

Member Manson nominates Steve Trautman for Board Chair.

Chairman Trautman accepts the nomination.

**Motion:** Member Manson motions to close nominations for the Park Board chair.  
Ryan Supple seconds the motion.

**Discussion:** None

<b>Vote:</b>	7 Aye	Member Bartow	Aye
	0 Nay	Member Cipolla	Aye
	1 Absent	Member Eastwood	Absent
	1 Abstain	Member Harris	Aye
		Member Houdyshell	Aye
		Member Manson	Aye
		Member Supple	Aye
		Member Trautman	Abstain
		Member Williamson	Aye

**B. Call for Nominees-Board Vice Chair**

Chairman Trautman nominates William Manson for Board Vice Chair.  
Member Manson accepts the nomination.

**Motion:** Member Supple motions to close nominations for Board Vice Chair.  
Member Harris seconds the motion.

**Discussion:** None

<b>Vote:</b>	7 Aye	Member Bartow	Aye
	0 Nay	Member Cipolla	Aye
	1 Absent	Member Eastwood	Absent
	1 Abstain	Member Harris	Aye
		Member Houdyshell	Aye
		Member Manson	Abstain
		Member Supple	Aye
		Member Trautman	Aye
		Member Williamson	Aye

**10. Board Member Comment**

Member Collier attended the Min Mud Run and brought his nieces and nephews who are looking forward to next year. He attended the ribbon cutting at Hawk Ridge Park as well.

Member Williamson said the ribbon cutting was great and the park looks great.

Member Manson also attended the ribbon cutting and the park looks great. He is looking forward to the new playground.

Member Houdyshell walked around Hawk Ridge Park and it was very peaceful. It is lovely. She did notice about the lighting at Memorial Park. Is there going to be lighting at the Arboretum. Director Musteen noted that the lights will be removed and replaced November 1. The bidding process will begin shortly after that. We hope that the lights are replaced by Spring.

Member Supple loved Summer Camp. It had good organization this year and ran smoothly. The mud run was a blast and ran flawlessly. Thanks to the staff.

Member Trautman thanks the staff and all those behind the scenes to make things great. The mud run was great with a 10% increase. The ribbon cutting was amazing.

**11. Adjournment**

**Motion:** Member Harris moved to adjourn the regular meeting.  
Member Supple seconds the motion.

**Discussion:** None

<b>Vote:</b>	7 Aye	Member Bartow	Absent
	0 Nay	Member Cipolla	Aye
	2 Absent	Member Eastwood	Aye
		Member Harris	Aye
		Member Houdyshell	Absent
		Member Manson	Aye
		Member Supple	Aye
		Member Trautman	Aye
		Member Williamson	Aye

The regular meeting of the Raymore Park Board adjourned at 7:32 pm.

Respectfully submitted,  
Greta Naab  
Office Assistant