

AGENDA

Raymore City Council Regular Meeting
City Hall – 100 Municipal Circle
Monday, October 26, 2020

7:00 p.m.

1. Call to Order.

2. Roll Call.

3. Pledge of Allegiance.

4. Presentations/Awards.

- Sheryl Morgan, Director of the Western Division of the Missouri City Clerks and Finance Officers Association, will be recognizing the retirement of City Clerk Jeanie Woerner.

5. Personal Appearances.

6. Staff Reports.

- A. Public Works (pg 9)
- B. Parks and Recreation (pg 11)
- C. Communications Report
- D. Monthly Financial Report (pg 15)

7. Committee Reports.

8. Consent Agenda.

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

- A. City Council Minutes, October 12, 2020 (pg 25)
- B. Acceptance and Final Pay - Memorial Park Arboretum Lights

Reference: - Resolution 20-57 (pg 37)

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

9. Unfinished Business. Second Reading.

A. Adoption of the FY 2021 City Budget (public hearing)

Reference: - Agenda Item Information Sheet (pg 41)
- Bill 3576 (pg 43)

The proposed FY 2021 Budget was presented to the City Council on Aug. 17. The Council had the opportunity to discuss the budget at several work sessions since it was presented by the City Manager. The proposed budget was presented to the Council for first reading on October 12, 2020. At that reading the budget was amended by the City Council to include one-time capital equipment and capital project purchases out of the available General Fund balance. The amended budget is now before the Council for final reading. The Fiscal Year 2021 begins Nov. 1, 2020. To allow for maximum public input the second and final read for the budget will also include a public hearing.

- City Council, 10/12/2020: Approved 8-0

B. Budget Amendment - FY20 Operating Adjustments

Reference: - Agenda Item Information Sheet (pg 47)
- Bill 3577 (pg 49)

During Fiscal Year 2020 the following line-item expenditures exceeded the adopted budget. A budget adjustment is necessary to account for those items as they expensed to FY2020.

- City Council, 10/12/2020: Approved 8-0

C. Award of Contract - Ward Road Design

Reference: - Agenda Item Information Sheet (pg 51)
- Bill 3575 (pg 53)
- Contract (pg 55)

Staff recommends approval of Bill 3575 awarding a contract to Wilson & Company for the Ward Road Design.

- City Council, 10/12/2020: Approved 8-0

D. Service Contract with the Little Blue Valley Sewer District

Reference: - Agenda Item Information Sheet (pg 81)
- Bill 3578 (pg 83)
- Contract (pg 85)

Staff recommends approval of Bill 3578 to execute an amended and restated service contract with the Little Blue Valley Sewer District.

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| <ul style="list-style-type: none">• City Council, 10/12/2020: Approved 8-0 |
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E. Service Contract with the Middle Big Creek Sewer District

Reference: - Agenda Item Information Sheet (pg 157)
- Bill 3579 (pg 159)
- Contract (pg 161)

Staff recommends approval of Bill 3579 to execute an amended and restated service contract with the Middle Big Creek Sewer District, a sub-district within the Little Blue Valley Sewer District.

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| <ul style="list-style-type: none">• City Council, 10/12/2020: Approved 8-0 |
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10. New Business. First Reading.

A. Appointment of Erica Hill as City Clerk

Reference: - Resolution 20-58 (pg 247)

Jeanie Woerner has announced her retirement as City Clerk effective October 31, 2020. Section 115.140 of the Raymore City Code calls for the City Manager to appoint a City Clerk with the advice and consent of a majority of the City Council. City Manager Jim Feuerborn recommends the appointment of Erica Hill as City Clerk effective November 1, 2020. Following approval of this Resolution by the City Council, Ms. Woerner will administer the oath of office to Ms. Hill.

B. North Cass Plaza Preliminary Plat (public hearing)

Reference: - Agenda Item Information Sheet (pg 249)
- Resolution 20-56 (pg 251)
- Staff Report (pg 252)
- Planning Commission Minutes Excerpt (pg 265)
- Preliminary Plat (pg 267)

Dave Otis, representing Good-Otis LLC, is requesting preliminary plat approval of North Cass Plaza, a 2-lot commercial subdivision located on the south side of North Cass Parkway, east of I-49.

- Planning and Zoning Commission, 10/20/2020: Approved 8-0

C. North Cass Plaza Final Plat

Reference: - Agenda Item Information Sheet (pg 269)
- Bill 3581 (pg 271)
- Staff Report (pg 273)
- Planning Commission Minutes Excerpt (pg 280)
- Final Plat (pg 281)

Dave Otis, representing Good-Otis LLC, is requesting final plat approval of North Cass Plaza, a 2-lot commercial subdivision located on the south side of North Cass Parkway, east of I-49.

- Planning and Zoning Commission, 10/20/2020: Approved 8-0

D. Confirmation of Undeveloped Lots to Have Sidewalk Installed by City

Reference: - Agenda Item Information Sheet (pg 283)
- Resolution 20-55 (pg 285)

On Oct. 12 Council held public hearings to determine those undeveloped lots on which the City will install sidewalks and levy a special assessment against the lot for the costs. This Resolution confirms the list of identified lots and authorizes the City staff to proceed with the steps necessary to have the sidewalk installed.

E. General Obligation Series 2020 Bond Issue

Reference: - Agenda Item Information Sheet (pg 287)
- Bill 3582 (pg 289)

On Aug. 4, 2020, Raymore voters approved the issuance of no tax increase debt to fund \$17.57 million in street improvements and \$5.93 million in parks improvements. This Ordinance calls for the sale of general obligation bonds to fund a portion of those improvements. The first sale is scheduled for Nov. 9, 2020, for a total principal amount of \$9 million. During the first quarter of 2021, the second portion of the election approved general obligation bonds in the approximate amount of \$9 million is expected to be sold. During the first quarter of 2022, the final portion of the election

approved general obligation bonds in the approximate amount of \$5.5 million is expected to be sold. All issues are expected to be bank-qualified.

F. Establishing a Stop Sign

Reference: - Agenda Item Information Sheet (pg 327)
- Bill 3583 (pg 329)
- Policy on Installation of Stop Signs (pg 331)

City Council is requested to approve the installation of a stop sign on Coventry Lane at Bristol Drive.

G. Approval of Amended and Restated Employment Agreement - City Manager

Reference: - Agenda Item Information Sheet (pg 333)
- Bill 3585 (pg 335)
- Employment Contract (pg 337)

The City Council has proposed an amendment to the City Manager's employment contract.

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

12. Mayor/Council Communication.

13. Adjournment.

Items provided under "Miscellaneous" in the Council Packet:

- City Council Work Session notes, 10/05/2020 (pg 351)
 - City Council Work Session notes, 10/19/2020 (pg 353)
 - Planning and Zoning Commission minutes, 10/06/2020 (pg 355)
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EXECUTIVE SESSION (CLOSED MEETING)

The Raymore City Council is scheduled to enter into executive session to discuss personnel matters as authorized by RSMo 610.021 (3).

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

- Litigation matters as authorized by § 610.021 (1),

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

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

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

Staff Reports



PUBLIC WORKS MONTHLY REPORT

October 2020

ENGINEERING DIVISION

Projects Under Construction

2020 Curb Replacement
Harold Estates Sewer Extension
N. Foxridge Drive SRTS Sidewalk
FY 2020 Street Preservation
Willowind Sewer Extension

Projects Under Design

City Hall Drainage Improvements & Plaza
Centerview Phase II
Ward Road Surveying

Development Under Construction

- Brookside South Culvert and Street Improvements
- Van Trust (Dean Ave. extension)
- Lofts at Foxridge
- Compass Health
- Eastbrook at Creekmoor

OPERATIONS & MAINTENANCE DIVISION

- 1 Water Tap
- 4 Sewer Inspections
- 2 Water Inspections
- 536 Line Locates
- 148 City Hall Work Orders
- 11 Driveway Approach Inspections
- 7 Sidewalk Inspections
- 30 Final ROW Inspections
- 4 Meter Replacements
- 4 Radio Replacements
- 2150 Feet of Sewer Main Jetted
- 10 Fire Hydrants Flushed
- 78 Potholes Patched
- 1 Asphalt Patch Completed
- 608 Feet of Sidewalk Mudjacked
- 72 Feet of Sidewalk Replaced
- 79 Service Requests Completed

MONTHLY REPORT

October 2020

Highlights

- Recreation Superintendent Jimmy Gibbs participated in a live webinar for the CAPRA agency accreditation process hosted by the National Recreation and Parks Association.
- 30 young fishers participated in the Walter Buck Memorial Fishing Derby held on September 26th at Johnston Lake in Hawk Ridge Park. Overall, 71 fish were caught and released by the anglers and the top 4 participants received new fishing rods and tackle. 15 additional door prizes were awarded. Park Crew Leader Jeff Schmill and Recreation Coordinator Corinne Daut noted a new record: only Bluegill were caught and none were over 4 inches!



- The 2020 Raymore Farmers Market came to a close on September 29th. The market was held Tuesdays July through September, averaging 15-20 vendors each week at its new location on Municipal Circle.

- The Fall Movie Night featuring *Star Wars: The Rise of Skywalker* was shown on Friday, October 2nd outdoors on the Centerview lawn.

- Registrations for Tiny Flag Football classes maxed out at 40 participants.

- Park Operations Superintendent Steve Rulo noted park crews are adding landscaping improvements to T.B. Hanna Station. Fall plantings and new sod were also installed at locations throughout the park.

- Certified Arborist and Superintendent Steve Rulo and Parks Director Nathan Musteen met with the Tree Board in their regular meeting this week. They introduced new board member Dave Forster, outlined 2020 Tree City USA changes and talked about participation in the upcoming Show Me Your Roots event.



- Superintendent Steve Rulo has been in contact with American Ramp company about

future skate park improvements.

- Superintendents Steve Rulo and Jimmy Gibbs met at T.B. Hanna Station with contractor RL Phillips to complete a final walk-thru and punch list.
- Parks Superintendent Steve Rulo worked with contractors to complete improvements to the stormwater drainage system at Hawk Ridge Park.
- Park Maintenance crews formed and poured concrete pads for memorial benches at T.B. Hanna Station and Memorial Park. Pads for trash receptacles and a bicycle rack were included at T.B. Hanna Station.
- Trucktoberfest was October 9th! Jack's Old Fashioned Kettle Corn, The Jiggy Pick, Chick-Fil-A, Da Poke Wagon, Minsky's Pizza and Ciao Bella's Ice Creamery provided all types of food and desserts while Brad Allen and Nicki White provided musical entertainment.
- E-Sports Tournament - "Rocket League" was Saturday, October 10th.
- Parks and Recreation Director Nathan Musteen participated in the Active Transportation Committee Meeting through MARC via Zoom to review upcoming regional projects related to sidewalks and trails.
- Director Nathan Musteen and Superintendents Steve Rulo and Jimmy Gibbs attended a staff meeting in preparation for the upcoming election. Centerview and the Raymore Activity Center along with Fellowship Church will be the three polling locations for this year's election.
- Director Nathan Musteen and Superintendents Steve Rulo and Jimmy Gibbs participated in a lunch and tour at the new Merriam Community Center.
- Park Maintenance crews attended the Snow



Plow Kickoff meeting.

- Fall youth sports and adult softball leagues will be complete by November 1st.
- Athletic Coordinator Todd Brennon participated in the "Project Play Summit 2020" video series through the Aspen Institute.
- Centerview hosted the City of Raymore Employee "In-Service" training day.
- A string ensemble from the Kansas City Symphony performed a pop-up performance on the back lawn at Centerview on Thursday, October 15th.
- Recreation Coordinator Corinne Daut completed the 6 week Leadership Development Institute through the Missouri Parks and Recreation Association.
- Park Maintenance crews installed two memorial benches at T.B. Hanna Station and Memorial Park. Benches were donated through the Raymore Legacy Program.
- Superintendent Steve Rulo met with representatives from the American Ramp Company to discuss repairs to the skate park. Also, contractors began repairs and crack filling at the tennis courts and basketball courts at Recreation and Memorial Park.
- Recreation Superintendent Jimmy Gibbs and Athletic Coordinator Todd Brennon met with officials from Raymore Peculiar School District to discuss winter sports and shared facility usage.

Recreation Programs

Painting Classes

Centerview, 227 Municipal Circle
Register online at www.raymore.com



Holiday Wreath
11/13



Snowman & Tree
12/13



**Painting Class -
Halloween, Oct 18**

FINANCE MONTHLY REPORT

This report, consisting of a Financial Summary, Investment Summary and Grant Summary, has been prepared for the fiscal period September 1, 2020 to September 30, 2020.

September Financial Summary

Some notes regarding this month's summary operating report:

General Fund

Revenue:

91.67% of the way through the fiscal year, General Fund revenues are generally tracking as expected with total collected revenue of 98.43% 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 100.24%.
- Franchise Tax revenues as a whole are tracking slightly below straight line at 87.51%. There continues to be a decline in Wireless Franchise. 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 above straight line budget at 95.82%. City sales taxes are at 97.79% while state shared gasoline and vehicle taxes are at 89.87%.
- Fees and Permit revenues collected are tracking above straight line budget at 333.02%. This is primarily due to the 114 single family residential building permits have been issued out of the 85 budgeted starts. Also, there were residential building permits issued in May & June for the Loft Apartments. In addition, we have issued 11 commercial building permits and this line item is 479.83% above straight line budget.
- License revenues collected are tracking as expected at 89.69% of straight line budget. Occupational license revenues collected are tracking as expected. Staff anticipates a small amount of occupational licenses throughout the fall for new builders to the area. Liquor licenses were processed in May.
- Municipal Court revenues collected are below straight line budget at 71.37%. This is primarily due to the COVID-19 Pandemic; court was not held in April or May. 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 below.

Parks & Recreation Fund

Revenue:

Revenues are at 77.43% of budget 91.67% of the way through the year. Due to the Covid-19 pandemic, revenues for recreation and rentals are down, however expenses are too. Staff will monitor all revenue sources closely

Expenditures:

The Parks department is showing the same operational expenditure pattern as in years past. Recreation department expenses reciprocate recreation revenue; due to the Covid-19 Pandemic, expenses are below straight line budget. Expenditures are expected to increase as the number of programs offered goes up.

Enterprise Fund

Revenue:

Utility revenues as a whole are tracking at 88.64% 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	1,571,438.00	5,106.00	1,575,145.96	0.00	(3,707.96)	100.24
FRANCHISE TAXES	0.00	0.00	0.00	2,171,764.00	202,272.79	1,900,540.18	0.00	271,223.82	87.51
SALES TAXES	0.00	0.00	0.00	3,518,123.00	404,150.50	3,370,999.62	0.00	147,123.38	95.82
FEES AND PERMITS	0.00	0.00	0.00	194,779.00	29,253.37	648,647.28	0.00	(453,868.28)	333.02
LICENSES	0.00	0.00	0.00	133,184.00	2,335.00	119,456.25	0.00	13,727.75	89.69
MUNICIPAL COURT	0.00	0.00	0.00	326,464.00	20,951.27	233,009.97	0.00	93,454.03	71.37
MISCELLANEOUS	0.00	0.00	0.00	544,193.00	23,248.17	499,052.06	0.00	45,140.94	91.70
TRANSFERS - INTERFUND	0.00	0.00	0.00	1,513,498.00	173,024.83	1,429,273.13	0.00	84,224.87	94.44
TOTAL NON-DEPARTMENTAL	0.00	0.00	0.00	9,973,443.00	860,341.93	9,776,124.45	0.00	197,318.55	98.02
<u>COVID-19</u>									
MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	40,386.64	0.00	(40,386.64)	0.00
TOTAL COVID-19	0.00	0.00	0.00	0.00	0.00	40,386.64	0.00	(40,386.64)	0.00
TOTAL REVENUES	0.00	0.00	0.00	9,973,443.00	860,341.93	9,816,511.09	0.00	156,931.91	98.43
<u>EXPENDITURE SUMMARY</u>									
NON-DEPARTMENTAL	0.00	0.00	0.00	100,000.00	8,333.33	91,666.63	0.00	8,333.37	91.67
ADMINISTRATION	1,000.00	1,000.00	0.00	1,336,407.25	70,216.02	1,150,945.53	165.33	185,296.39	86.13
INFORMATION TECHNOLOGY	0.00	0.00	0.00	633,976.00	37,291.65	560,128.07	4,656.50	69,191.43	89.09
ECONOMIC DEVELOPMENT	0.00	0.00	0.00	193,464.00	7,716.38	124,655.03	0.00	68,808.97	64.43
COMMUNITY DEVELOPMENT	0.00	0.00	0.00	690,510.00	54,439.36	603,129.63	0.00	87,380.37	87.35
ENGINEERING	0.00	0.00	0.00	421,283.00	22,731.68	300,103.32	123.56	121,056.12	71.26
STREETS	0.00	0.00	0.00	828,992.00	49,751.68	673,616.94	8,227.59	147,147.47	82.25
BUILDING & GROUNDS	1,200.00	1,200.00	0.00	410,706.00	38,524.69	371,574.00	5,848.03	33,283.97	91.90
STORMWATER	0.00	0.00	0.00	310,536.00	19,368.11	225,489.35	457.76	84,588.89	72.76
COURT	0.00	0.00	0.00	145,054.00	9,291.40	105,072.40	945.00	39,036.60	73.09
FINANCE	0.00	0.00	0.00	632,057.00	42,979.85	564,399.97	13,680.77	53,976.26	91.46
COMMUNICATIONS	0.00	0.00	0.00	186,021.00	22,504.62	132,600.28	2,920.21	50,500.51	72.85
PROSECUTING ATTORNEY	0.00	0.00	0.00	24,400.00	2,000.00	20,000.00	2,000.00	2,400.00	90.16
POLICE	13,650.48	13,650.48	0.00	3,962,215.00	293,795.66	3,269,304.08	(4,932.07)	697,842.99	82.39
EMERGENCY MANAGEMENT	0.00	0.00	0.00	135,804.75	8,561.11	102,626.97	212.35	32,965.43	75.73
COVID-19	0.00	0.00	0.00	0.00	3,391.08	162,840.00	1,946.00	(164,786.00)	0.00
TOTAL EXPENDITURES	15,850.48	15,850.48	0.00	10,011,426.00	690,896.62	8,458,152.20	36,251.03	1,517,022.77	84.85
REVENUES OVER/(UNDER) EXPENDITURES	(15,850.48)	15,850.48	0.00	(37,983.00)	169,445.31	1,358,358.89	(36,251.03)	(1,360,090.86)	3,480.79-

25 -PARK FUND
 FINANCIAL SUMMARY

	PRIOR YEAR ENDING PO BAL.	PRIOR YEAR PO ADJUST.	REMAINING PRIOR YEAR PO BALANCE	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>									
<u>NON-DEPARTMENTAL</u>									
<u>PARKS DIVISION</u>									
PROPERTY TAXES	0.00	0.00	0.00	420,565.00	1,374.75	422,974.30	0.00	(2,409.30)	100.57
MISCELLANEOUS	0.00	0.00	0.00	23,641.00	1,898.57	15,763.44	0.00	7,877.56	66.68
FACILITY RENTAL REVENUE	0.00	0.00	0.00	6,790.00	785.00	4,597.50	0.00	2,192.50	67.71
TRANSFERS - INTERFUND	0.00	0.00	0.00	475,000.00	39,583.33	435,416.63	0.00	39,583.37	91.67
TOTAL PARKS DIVISION	0.00	0.00	0.00	925,996.00	43,641.65	878,751.87	0.00	47,244.13	94.90
<u>RECREATION DIVISION</u>									
CONCESSION REVENUE	0.00	0.00	0.00	67,500.00	2,626.00	16,282.00	0.00	51,218.00	24.12
FACILITY RENTAL REVENUE	0.00	0.00	0.00	32,900.00	(800.00)	2,661.50	0.00	30,238.50	8.09
PROGRAM REVENUE	0.00	0.00	0.00	229,950.00	2,763.25	137,854.86	(95.00)	92,190.14	59.91
TOTAL RECREATION DIVISION	0.00	0.00	0.00	330,350.00	4,589.25	156,798.36	(95.00)	173,646.64	47.44
<u>CENTERVIEW</u>									
FACILITY RENTAL REVENUE	0.00	0.00	0.00	62,125.00	1,871.75	29,022.88	0.00	33,102.12	46.72
PROGRAM REVENUE	0.00	0.00	0.00	6,600.00	0.00	1,080.00	0.00	5,520.00	16.36
TOTAL CENTERVIEW	0.00	0.00	0.00	68,725.00	1,871.75	30,102.88	0.00	38,622.12	43.80
<u>RAYMORE ACTIVITY CENTER</u>									
MISCELLANEOUS	0.00	0.00	0.00	3,000.00	114.00	963.00	0.00	2,037.00	32.10
CONCESSION REVENUE	0.00	0.00	0.00	6,000.00	40.50	554.50	0.00	5,445.50	9.24
FACILITY RENTAL REVENUE	0.00	0.00	0.00	9,875.00	1,659.50	8,149.00	0.00	1,726.00	82.52
PROGRAM REVENUE	0.00	0.00	0.00	181,475.00	1,570.00	105,860.25	0.00	75,614.75	58.33
TOTAL RAYMORE ACTIVITY CENTER	0.00	0.00	0.00	200,350.00	3,384.00	115,526.75	0.00	84,823.25	57.66
TOTAL REVENUES	0.00	0.00	0.00	1,525,421.00	53,486.65	1,181,179.86	(95.00)	344,336.14	77.43
<u>EXPENDITURE SUMMARY</u>									
PARKS DIVISION	0.00	0.00	0.00	829,114.50	51,567.47	631,179.80	10,363.65	187,571.05	77.38
RECREATION DIVISION	0.00	0.00	0.00	365,815.50	32,554.50	219,578.18	7,052.81	139,184.51	61.95
CENTERVIEW	0.00	0.00	0.00	90,963.00	3,942.29	48,485.74	7,800.80	34,676.46	61.88
RAYMORE ACTIVITY CENTER	0.00	0.00	0.00	234,976.50	12,621.67	149,458.08	231.98	85,286.44	63.70
TOTAL EXPENDITURES	0.00	0.00	0.00	1,520,869.50	100,685.93	1,048,701.80	25,449.24	446,718.46	70.63
REVENUES OVER/(UNDER) EXPENDITURES	0.00	0.00	0.00	4,551.50	(47,199.28)	132,478.06	(25,544.24)	(102,382.32)	2,349.42

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	63,945.00	6,845.89	59,305.33	0.00	4,639.67	92.74
UTILITY REVENUE	0.00	0.00	0.00	8,986,687.00	861,486.66	7,962,304.29	0.00	1,024,382.71	88.60
TOTAL NON-DEPARTMENTAL	0.00	0.00	0.00	9,050,632.00	868,332.55	8,021,609.62	0.00	1,029,022.38	88.63
<u>COVID-19</u>									
<u>SRF SEWER BONDS</u>									
MISCELLANEOUS	0.00	0.00	0.00	0.00	0.53	429.64	0.00	(429.64)	0.00
TOTAL SRF SEWER BONDS	0.00	0.00	0.00	0.00	0.53	429.64	0.00	(429.64)	0.00
TOTAL REVENUES	0.00	0.00	0.00	9,050,632.00	868,333.08	8,022,039.26	0.00	1,028,592.74	88.64
<u>EXPENDITURE SUMMARY</u>									
NON-DEPARTMENTAL	0.00	0.00	0.00	600,000.00	50,000.00	549,891.83	0.00	50,108.17	91.65
WATER	65,838.00	65,838.00	0.00	3,294,715.96	296,869.23	2,672,043.89	(58,602.17)	681,274.24	79.32
SEWER	8,015.00	8,015.00	0.00	3,451,768.50	508,222.77	3,028,900.13	(4,941.77)	427,810.14	87.61
SOLID WASTE	0.00	0.00	0.00	1,818,416.00	133,532.60	1,326,450.50	0.00	491,965.50	72.95
SRF SEWER BONDS	0.00	0.00	0.00	0.00	0.00	419.00	0.00	(419.00)	0.00
TOTAL EXPENDITURES	73,853.00	73,853.00	0.00	9,164,900.46	988,624.60	7,577,705.35	(63,543.94)	1,650,739.05	81.99
REVENUES OVER/(UNDER) EXPENDITURES	(73,853.00)	73,853.00	0.00	(114,268.46)	(120,291.52)	444,333.91	63,543.94	(622,146.31)	444.46-

Investment Monthly Report

Investments Held at 09/30/20

Purchase Date	Receipt #	Institution	Description	Restricted	Maturity Date	Principal	Par **	Yield	Market*
12/05/19	953697	NASB	CD		12/04/20	2,000,000.00	2,000,000.00	1.9000	2,000,000.00
12/09/19	901192	CBR	CD		12/09/20	2,500,000.00	2,500,000.00	1.6500	2,500,000.00
10/18/12		MOSIP	MOSIP POOLE- GENERAL FUND		NA	2,122,101.87	2,122,101.87	2.4100	2,122,101.87
06/03/16		MOSIP	MOSIP POOLE - GENERAL FUND		NA	1,016,169.59	1,016,169.59	2.4100	1,016,169.59
09/01/16		MOSIP	MOSIP POOLE - GENERAL FUND		NA	1,102,583.17	1,102,583.17	2.4100	1,102,583.17
08/26/20	934746	NASB	CD		08/25/21	2,000,000.00	2,000,000.00	0.2000	2,000,000.00
08/14/19	901472	CBR	CD	Fund 50	08/25/21	699,769.30	699,769.30	0.2000	699,769.30
09/11/20		CBR	CD		09/11/21	2,000,000.00	2,000,000.00	0.2100	2,000,000.00

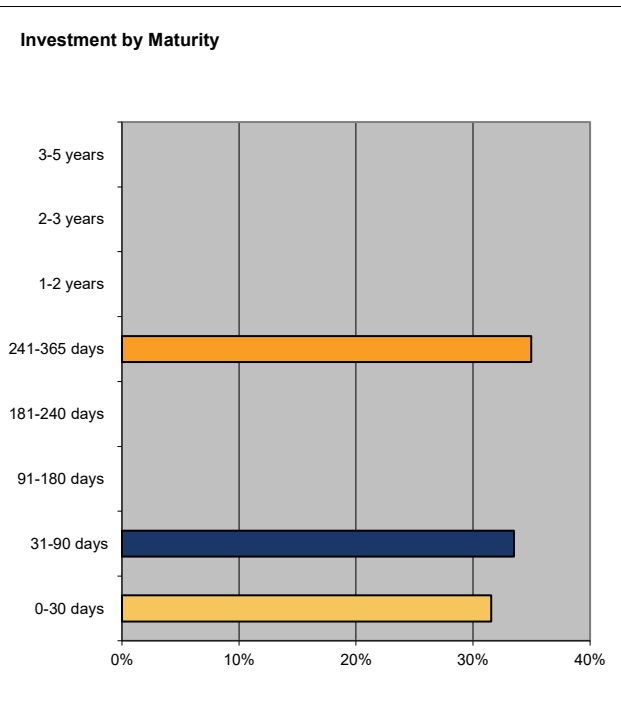
Investment Total **13,440,623.93** **13,440,623.93** **13,440,623.93**

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

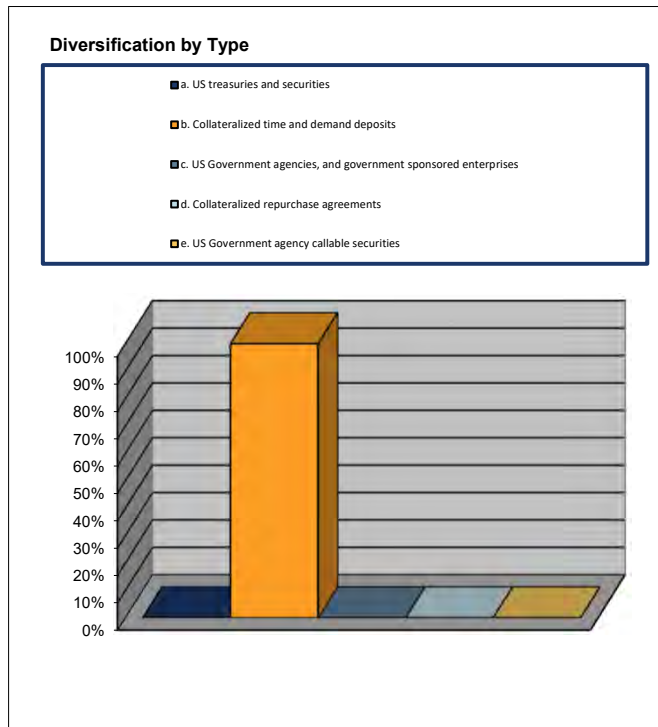
Average Annual Rate of Return: 1.4215

** 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
09/12/19	937641	NASB	CD		09/11/20	2,000,000.00	2,000,000.00	1.9500	365

Average Rate of Return on Maturities: 1.95

September Grant Summary

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

Current Grant Awards:	Grantor	Award Amt. / Match Required	Eligible Amount Expended to Date	Awards/ Reimbursements Rec'd. to Date	Grant Deadline
Police:					
State & Community Hwy. Safety Grant - DWI (Oct. 2019 - Sept. 2020)	MoDOT (Traffic & Hwy. Safety Division)	\$8,000.00 (no match)	\$3,159.18	\$2,538.00	9/30/20
State & Community Hwy. Safety Grant - HMV (Oct. 2019 - Sept. 2020)	MoDOT (Traffic & Hwy. Safety Division)	\$6,000 (no match)	\$1,364.04	\$142.86	9/30/20
Bulletproof Vest Partnership (Sept. 2019 - Aug. 2021)	DOJ	\$2,141.76 (50% match)	\$0.00	\$0.00	08/31/21
Parks:					
Emergency Management:					
Emergency Mgmt. Performance Grant - 2020 (Jan. - June 2021)	FEMA	\$80,683.46 (50% match)	\$25,818.32	\$25,818.32	12/31/20
Cares Act - COVID19	Cass County		\$163,837.63	\$163,837.63	12/31/20
Community Development:					
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
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Consent Agenda

THE RAYMORE CITY COUNCIL MET IN REGULAR SESSION MONDAY, OCTOBER 12, 2020 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, DEPUTY CITY CLERK ERICA HILL, AND STAFF MEMBERS.

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

Development Services Director Jim Cadoret reviewed the staff report included in the Council packet. He announced items coming before the Planning & Zoning Commission.

Captain Wilson presented information on crime prevention awareness.

City Manager Jim Feuerborn announced agenda items for the October 19 work session.

- 7. Committee Reports.**
 - 8. Consent Agenda.**
- A. City Council Regular Meeting Minutes, September 28, 2020**
B. Resolution 20-54: Acceptance of Public Improvements - Eastbrooke 1st Plat Lots 1-34 and Tracts A, B, and C

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

DISCUSSION: None

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

Councilmember Jacobson Aye
Councilmember Townsend Aye

9. Unfinished Business. Second Readings.

A. Park Side Subdivision Rezoning

BILL 3572: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AMENDING THE ZONING MAP FROM "A" AGRICULTURAL DISTRICT TO "R-1P" SINGLE-FAMILY RESIDENTIAL PLANNED DISTRICT, A 155-ACRE TRACT OF LAND LOCATED WEST OF NORTH MADISON STREET AND SOUTH OF 163RD STREET, IN RAYMORE, CASS COUNTY, MISSOURI."

Deputy City Clerk Erica Hill conducted the second reading of Bill 3572 by title only.

MOTION: By Councilmember Townsend, second by Councilmember Holman to approve the second reading of Bill 3572 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 3572 as **Raymore City Ordinance 2020-055.**

B. 32nd Amendment to the Unified Development Code

BILL 3573: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, ESTABLISHING PROCEDURES AND REQUIREMENTS RELATING TO CONSTRUCTION AND DEPLOYMENT OF SMALL WIRELESS FACILITIES."

Deputy City Clerk Erica Hill conducted the second reading of Bill 3573 by title only.

MOTION: By Councilmember Townsend, second by Councilmember Holman to approve the second reading of Bill 3573 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 3573 as **Raymore City Ordinance 2020-056.**

C. Budget Amendment - Depot Enhancements

BILL 3574: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING AN AMENDMENT TO THE FISCAL YEAR 2020 CAPITAL BUDGET."

Deputy City Clerk Erica Hill conducted the second reading of Bill 3574 by title only.

MOTION: By Councilmember Townsend, second by Councilmember Holman to approve the second reading of Bill 3574 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 3574 as **Raymore City Ordinance 2020-057.**

10. New Business. First Readings.

A. Adoption of the FY 2021 City Budget (public hearing)

BILL 3576: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, APPROVING THE FISCAL YEAR 2021 BUDGET."

Deputy City Clerk Erica Hill conducted the first reading of Bill 3576 by title only.

Mayor Turnbow opened the public hearing at 7:16 p.m. and called for a staff report.

City Manager Jim Feuerborn stated that the proposed Budget and Capital Improvement Program (CIP) was submitted to the City Council on August 17, 2020. The Council had the opportunity to discuss the FY 2021 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. Mr. Feuerborn requested that the public hearing remain open until the 2nd reading of the Bill.

MOTION: By Councilmember Townsend, second by Councilmember Holman to approve the first reading of Bill 3576 by title only, with the following items added and to be expensed to the appropriate departments and funds using the funding source of available general fund balance: attenuator; dump bed, plow, and spreader; traffic calming study; license plate reader/license plate camera; and \$100,000 contributed to the Hawk Ridge Park inclusive playground.

DISCUSSION: Councilmember Holman noted MODOT information indicating that traffic accidents are increasing so the addition of the attenuator is a timely addition for the safety of our crews.

Councilmember Abdelgawad stated she is not in support of funding the traffic calming study and is concerned about not being able to fund the projects discovered by the study.

Mr. Feuerborn stated that there will be problem areas that are discovered with the study. Some problem areas will be very expensive to fix, but the study could potentially find less expensive measures for other areas of concern.

Councilmember Burke recalled a presentation by MML on creative traffic calming measures.

Councilmember Berendzen noted the benefit of such a study being conducted from an outside source.

Councilmember Circo noted the speeding problem on S. Sunset and feels the study would benefit the City in identifying these types of problem areas.

Councilmember Barber stated the Public Works department has expressed the need for assistance utilizing this type of study.

Councilmember Holman noted that projects such as the traffic calming study listed in the budget are a general title and can be combined with other interests at the time of bidding.

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

B. Sidewalk on Undeveloped Lots (public hearing)

Mayor Turnbow opened the public hearing at 7:29 p.m. and called for a staff report.

Development Services Director Jim Cadoret provided a review of the staff report included in the Council packet. He reviewed the history of this program and the requirements of sidewalk installation. In January 2020, staff identified 12 undeveloped lots that met the threshold requirement under the Unified Development Code to have sidewalk installed. Each lot owner was given until August 1 to have sidewalk installed, or to secure a building permit for a home on the lot. Of the lot owners, four installed sidewalk and the remaining eight were provided notice of non-compliance with code. Each was advised that a public hearing would be held on October 12 to determine if the City is to install the sidewalk and levy a special assessment against the lot for the costs to install the sidewalk. Upon completion of each public hearing, staff requests Council to determine if the City is to install sidewalk upon the lot. A Resolution confirming the decision made on each lot will then be presented to the Council on October 26. If the City is to install sidewalk upon a lot, no work would commence before September 1, 2021. If sidewalk is installed upon the lot by the property owner or a building permit issued for the lot prior to September 1, 2021, no work will be completed by the City. Staff is requesting determination from the Council whether the City should install sidewalk on these 8 lots and a Resolution confirming that decision would then be presented to Council for consideration on October 26.

- Alexander Creek 2nd Plat Lot 73 (1919 Creek View Lane), Alexander Creek Holdings
- Alexander Creek 2nd Plat Lot 75 (1913 Creek View Lane), Alexander Creek Holdings
- Alexander Creek 2nd Plat Lot 77 (1909 Creek View Lane), Alexander Creek Holdings
- Alexander Creek 2nd Plat Lot 78 (1907 Creek View Lane), Alexander Creek Holdings
- Alexander Creek 2nd Plat Lot 80 (1903 Creek View Lane), Alexander Creek Holdings

Mr. Cadoret stated these are the lots on the street segment that meet the threshold requirement to have sidewalk installed. Staff has been in contact with the representative of Alexander Creek Holdings and they are aware of the deadlines. Staff expects to issue building permits for these lots before the September 1, 2021 deadline.

Mayor Turnbow opened the floor for public comment and hearing none, closed the public hearing at 7:33 p.m.

Mayor Turnbow opened the public hearing at 7:34 p.m. and called for a staff report.

- Madison Creek 3rd Plat Lot 132 (433 Spring Branch Drive), Kevin Hardee Homes LLC

- Madison Creek 3rd Plat Lot 133 (431 Spring Branch Drive), Kevin Hardee Homes LLC

Mr. Cadoret stated these two lots on the street segment meet the threshold requirement to have sidewalk installed. This builder is actively building throughout the city and staff expects to issue building permits for these lots before the September 1, 2021 deadline.

Mayor Turnbow opened the floor for public comment and hearing none, closed the public hearing at 7:35 p.m.

Mayor Turnbow opened the public hearing at 7:35 p.m. and called for a staff report.

- Westbrook of Creekmoor 7th Plat Lot 168 (1503 Lewis Circle), Byron & Wendra Pierce

Mr. Cadoret stated the current property owner purchased the property on 12/16/2019. The previous property owner received notice in 2019 that the sidewalk was required. This is the only lot remaining on the cul-de-sac that does not have a sidewalk.

Mayor Turnbow opened the floor for public comment and hearing none, closed the public hearing at 7:36 p.m.

MOTION: By Councilmember Townsend, second by Councilmember Holman to approve the plan for sidewalk installation on undeveloped lots as presented.

DISCUSSION: None

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

C. Amending the Schedule of Fees

RESOLUTION 20-52: "RESOLUTION OF THE CITY OF RAYMORE, MISSOURI, AMENDING THE SCHEDULE OF FEES."

Deputy City Clerk Erica Hill conducted the reading of Resolution 20-52 by title only.

Development Services Director Jim Cadoret provided a review of the staff report included in the Council packet. The Schedule of Fees has been modified to include fees for the installation of small wireless facilities within City right-of-way. There is

an initial application fee for each facility placed within the right-of-way and an annual fee thereafter. The fees are charged for each City utility or light pole installation. If a wireless carrier submits 10 or more applications bundled together, there is an overall initial application fee reduction of 30%.

MOTION: By Councilmember Townsend, second by Councilmember Holman to approve the reading of Resolution 20-52 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 - FY20 Operating Adjustments

BILL 3577: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI AMENDING THE FISCAL YEAR 2020 OPERATING BUDGET."

Deputy City Clerk Erica Hill conducted the first reading of Bill 3577 by title only.

Finance Director Elisa Williams provided a review of the staff report included in the Council packet. During Fiscal Year 2020, the following operating transactions occurred that require budget amendments. Finance staff has accumulated these items to be addressed as a single budget amendment.

- The Administration Department had additional expenditures associated with the retirement of employees. \$73,556
- The Buildings & Grounds Department had additional expenditures associated with the telephone system. \$10,000
- The Finance Department had additional expenditures associated with credit card processing fees. \$16,000
- During 2020 Covid-19 caused a national pandemic leading to expenditures that were not budgeted. They were reimbursed by Cass County through the CARES Act. \$260,000
- There were expenses in the Restricted Revenue Fund that were not budgeted for FY2020: Annexation, employee training/safety, communications signage and the police firing range rental. \$61,060

MOTION: By Councilmember Townsend, second by Councilmember Holman to approve the first reading of Bill 3577 by title only.

DISCUSSION: None

VOTE:

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

E. Award of Contract - Ward Road Design

BILL 3575: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH WILSON & COMPANY FOR THE WARD ROAD DESIGN PROJECT, CITY PROJECT NUMBER 20-360-301, IN THE AMOUNT OF \$413,103 AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS."

Deputy City Clerk Erica Hill conducted the first reading of Bill 3575 by title only.

Public Works Director Mike Krass provided a review of the staff report included in the Council packet. The reconstruction of Ward Road is a voter approved project included in the 2020 General Obligation Bond election. Staff reviewed the statement of qualifications submitted by 9 different firms and recommends the City retain the services of Wilson & Company to provide design services for the Ward Road Design Project.

MOTION: By Councilmember Townsend, second by Councilmember Holman to approve the first reading of Bill 3575 by title only.

DISCUSSION: Councilmember Holman noted the short time frame from the approval from the voters to get this major project started.

Councilmember Abdelgawad asked the timeframe for the start of this project. Mr. Krass noted construction should begin in late Spring 2021. She also asked if there will be signage for the bond projects and distinction between Raymore's projects and projects by other entities in the same area. Assistant City Manager Mike Ekey stated there is an informational campaign including signage planned before construction.

Mr. Cadoret noted that the school district is hoping to construct a freshman center next to the east middle school to be open for the 2022-2023 school year.

Discussion ensued.

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. Service Contract with the Little Blue Valley Sewer District

BILL 3578: "AN ORDINANCE OF THE CITY OF RAYMORE MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE THE FIRST AMENDMENT TO THE AMENDED AND RESTATED SERVICE CONTRACT FOR SEWER SERVICE WITH THE LITTLE BLUE VALLEY SEWER DISTRICT."

Deputy City Clerk Erica Hill conducted the first reading of Bill 3578 by title only.

Mayor Turnbow provided a history of the rate calculations of the Little Blue Valley Sewer District. The current service agreement with Little Blue Valley Sewer District (LBVSD) calls for the City's annual sewer treatment bill to be based on a linear projection of sewer flow data for the last 20 quarters. Several LBVSD customers raised concerns that variations in flow due to wet weather may not accurately predict sewer flows. LBVSD hired a rate consultant to evaluate this and other methods that could be used to project flows and recommend the most accurate. It was their recommendation that the methodology should be changed from a 20 quarter linear projection to a 5-year rolling average. This change has been recommended for approval by the LBVSD Technical Advisory Committee and the Mayors' Advisory Board to the Board of Trustees. The Board of Trustees approved the recommendation and have now forwarded amended service agreements incorporating this change to each of the customers for approval. Staff recommends approval of the service agreement.

MOTION: By Councilmember Townsend, second by Councilmember Holman to approve the first reading of Bill 3578 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. Service Contract with the Middle Big Creek Sewer District

BILL 3579: "AN ORDINANCE OF THE CITY OF RAYMORE MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE AN AMENDED AND RESTATED SERVICE CONTRACT FOR SEWER SERVICE WITH THE MIDDLE BIG CREEK SEWER DISTRICT."

Deputy City Clerk Erica Hill conducted the first reading of Bill 3579 by title only.

Mayor Turnbow stated this standardizes the rates between the sewer districts. This amended contract with the Middle Big Creek Sewer District will reflect the changes adopted with the Little Blue Valley Sewer District. The amendment will modify the billing methodology from a per connection basis to a metered flow basis.

MOTION: By Councilmember Townsend, second by Councilmember Holman to approve the first reading of Bill 3579 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

11. Public Comments.

12. Mayor/Council Communication.

Mayor Turnbow and Councilmembers thanked Captain Wilson for his presentation, thanked staff for the expedient work on the Ward Road project, and thanked City Manager Jim Feuerborn and staff on the presentation of the budget.

Councilmember Barber stated he has noticed around the country that many cities are digressing in this time, but the opposite is happening in Raymore.

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

ROLL CALL 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

The regular meeting of the Raymore City Council adjourned to Executive Session at 8:06 p.m.

13. Adjournment.

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

DISCUSSION: None

ROLL CALL 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

The regular meeting of the Raymore Council adjourned at 9:21 p.m.

Respectfully submitted,

Erica Hill
Deputy City Clerk

RESOLUTION 20-57

"A RESOLUTION OF THE CITY OF RAYMORE, MISSOURI, ACCEPTING THE MEMORIAL PARK ARBORETUM LIGHTS PROJECT."

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

WHEREAS, the Director of Parks and Recreation determined 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 Memorial Park Arboretum Lights Project is accepted.

Section 2. The final payment in the amount of \$750 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 26TH DAY OF OCTOBER, 2020, BY THE FOLLOWING VOTE:

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

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature

Unfinished Business



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: October 12, 2020

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 3576 Approving the Fiscal Year 2021 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, 2020	Oct. 31, 2021

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission: Planning & Zoning Commission (CIP)
Date: Sept. 1, 2020
Action/Vote: Approval, 9-0

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. 17, 2020. The Council had the opportunity to discuss the FY 2021 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.

The proposed budget presented to the City Council on October 12, 2020 is amended to include the following expenses from available General Fund Balance:

Additions:

Streets: Attenuator \$28,390

Streets: Dump Bed, Plow & Spreader \$77,972

Streets: Traffic Calming Study \$50,000

Police: LPR/LPC \$45,000

Parks: Hawkrige Park Inclusive Playground \$100,000

This results in a transfer from the General Fund to the Capital Sales Tax Fund (45) of \$301,362. The increase to expenses in the Capital Sales Tax Fund results in total expenses of \$1,625,699 (45). The General Fund ending Available Fund Balance is reduced by \$301,362 to \$1,002,625.

BILL 3576

ORDINANCE

“AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, APPROVING THE FISCAL YEAR 2021 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, 2020, and ending October 31, 2021, is finally approved, adopted and appropriated by fund and the maximum amounts to be expended are as follows:

	FY 2020-2021
General Fund (01)	
Administration	1,345,938
Information Technology	615,336
Economic Development	159,934
Development Services	733,110
Engineering	447,538
Streets	825,134
Stormwater	296,391
Buildings & Grounds	354,623
Municipal Court	141,670
Finance	690,877
Communications	198,020
Prosecuting Attorney	24,400
Police	4,115,077
Emergency Management	128,028
Total Expenditures	\$10,076,076
Transfer to Park Fund	100,000
Transfer to (45) Capital Sales Tax	301,362
Total Transfers	100,000
Total General Fund	\$10,477,438
Park Fund (25)	\$1,525,954
General Obligation Debt (40)	\$2,120,723
Vehicle Replacement (03)	\$470,178
Restricted Revenue (04)	\$66,480
Enterprise Fund (50)	
Water & Sewer Departments	5,779,586
Solid Waste	1,739,728

Total Expenditures	\$7,519,314
Transfer to General Fund	967,988
Transfer to VERP Fund	109,554
Transfer to Ent. Cap Maint Fund	600,000
Total Transfers	\$1,597,684
Total Enterprise Fund	\$9,196,856
Capital Funds	
<i>(includes projects, debt service, and other operating expenditures)</i>	
05 Building Equipment Replacement	20,000
36 Transportation	1,810,000
37 Excise Tax	200,000
45 Capital Sales Tax	1,625,699
46 Stormwater Sales Tax	642,208
47 Parks Sales Tax	775,000
52 Water Connection	158,471
53 Sewer Connection	88,471
54 Enterprise Capital Maintenance	489,338
Total Capital Funds	\$5,809,187

Section 2. The funds necessary for expenditure in the budget of the City of Raymore for the Fiscal Year beginning November 1, 2020, 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 2020-21 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 12TH DAY OF OCTOBER 2020.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 26TH DAY OF OCTOBER, 2020, 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. 12, 2020

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 3577 - Budget Amendment FY2020 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 & 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 2020, 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 Administration Department had additional expenditures associated with the retirement of employees. \$73,556
2. The Buildings & Grounds Department had additional expenditures associated with the telephone system. \$10,000
3. The Finance Department had additional expenditures associated with credit card processing fees. \$16,000
4. During 2020 Covid-19 caused a national pandemic leading to expenditures that were not budgeted. They were reimbursed by Cass County through the CARES Act. \$260,000
5. There were expenses in the Restricted Revenue Fund that were not budgeted for FY2020: Annexation, employee training/safety, communications signage and the police firing range rental. \$61,060

BILL 3577

ORDINANCE

“AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI AMENDING THE FISCAL YEAR 2020 OPERATING BUDGET.”

WHEREAS, the Fiscal Year 2020 budget was adopted by the Raymore City Council; and

WHEREAS, during 2019-2020 the Administration Department of the General Fund had additional expenditures associated with the retirement of employees ; and

WHEREAS, during 2019-2020 the Buildings & Grounds Department of the General Fund had additional expenditures associated with the telephone system; and

WHEREAS, during 2019-2020 the Finance Department of the General Fund had additional expenditures associated with credit card processing fees; and

WHEREAS, during 2019-2020 there were expenses associated with: annexation, employee training/safety, communications signage, and police firing range rental out of the Restricted Revenue Fund that were not budgeted; and

WHEREAS, during 2019-2020 Covid-19 caused a national pandemic leading to expenditures that were not budgeted and were reimbursed by Cass County through the CARES Act; and

WHEREAS, staff recommends amending FY 2020 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 2020 Operating Budget is amended as follows:

<u>Revenues</u>	<u>Budgeted</u>	<u>Amended Budget</u>	<u>Change</u>
General Fund - Covid-19 (01-30)	\$0.00	\$260,000	\$260,000

<u>Expenditures</u>	<u>Budgeted</u>	<u>Amended Budget</u>	<u>Change</u>
General Fund - Eng (01-01)	\$1,336,407	\$1,409,963	\$73,556
General Fund - B&G (01-07)	\$410,706	\$420,706	\$10,000

General Fund - Finance (01-11)	\$632,057	\$648,057	\$16,000
General Fund - Covid-19 (01-30)	\$0.00	\$260,000	\$260,000
Restricted Revenue Fund (04)	\$16,480	\$77,540	\$61,060

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 12TH DAY OF OCTOBER, 2020.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 26TH DAY OF OCTOBER, 2020 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: October 12, 2020

SUBMITTED BY: Mike Krass

DEPARTMENT: Public Works

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

TITLE / ISSUE / REQUEST

Bill 3575 - Ward Road Design

STRATEGIC PLAN GOAL/STRATEGY

2.2.2 Create and maintain a well-connected transportation network

FINANCIAL IMPACT

Award To: Wilson & Company
Amount of Request/Contract: \$413,103
Amount Budgeted:
Funding Source/Account#: FY 2020 General Obligation Bonds

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
November 2020	April 2021

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 reconstruction of Ward Road is a voter approved project included in the 2020 General Obligation Bond election.

Staff issued a Request for Qualifications to engineering firms. The following firms submitted a response:

- SK Design Group, Inc.
- CFS Engineers
- Wilson & Company
- SE3, LLC
- Affinis Corp
- Walter P Moore
- BHC Rhodes
- Olsson
- McClure

Staff reviewed the statement of qualifications submitted and recommends the City retain the services of Wilson & Company to provide design services for the Ward Road Design Project.

BILL 3575

ORDINANCE

“AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH WILSON & COMPANY FOR THE WARD ROAD DESIGN PROJECT, CITY PROJECT NUMBER 20-360-301, IN THE AMOUNT OF \$413,103 AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS.”

WHEREAS, the Ward Road Reconstruction project was included in the 2020 General Obligation Bond Election; and

WHEREAS, the staff publicly advertised for Ward Road Design services, and;

WHEREAS, staff reviewed the proposals submitted and found that the proposal from Wilson & Company was the best of the proposals submitted.

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

Section 1. The City Manager is hereby directed and authorized to enter into a negotiated contract in the amount of \$413,103 with Wilson & Company, for the Ward Road Design project.

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

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

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

DULY READ THE FIRST TIME THIS 12TH DAY OF OCTOBER, 2020.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 26TH DAY OF OCTOBER, 2020, BY THE FOLLOWING VOTE:

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

ATTEST:

APPROVE:

Jean Woerner, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature



CITY OF RAYMORE
CONTRACT FOR PROFESSIONAL SERVICES

WARD ROAD DESIGN SERVICES

AGREEMENT FOR PROVISION OF THE FOLLOWING SERVICES

Agreement made this 26th day of October, 2020 between Wilson & Company, an entity organized and existing under the laws of the State of Missouri, with its principal office located at 800 East 101st Terrace, Suite 200, Kansas City, MO 64131, hereafter referred to as the **Consultant**, and The City of Raymore, Missouri, a Charter City organized and existing under the laws of the State of Missouri, with its principal office located at 100 Municipal Circle, Raymore, Missouri, hereafter referred to as the **City**.

This contract and applicable attachments represent the entire understanding and agreement between the parties and no oral, implied, alterations or variations to the contract will be binding on the parties, except to the extent that they are in writing and signed by the parties hereto. This contract shall be binding upon the heirs, successors, administrators, executors and assigns of the parties hereto.

In the event there are any inconsistencies in the provisions of this contract and those contained in the proposal they will be resolved in accordance with the terms of this contract.

This contract is effective as of October 26, 2020 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

Consultant agrees to perform all work and provide all deliverables as specified in and according to the Request for Qualifications/Quote RFQu #20-360-301 and the General Terms and Conditions in Appendix B, commonly referred to as Contract Terms and Conditions and according to the Contract Agreement set forth here. Consultant agrees to provide all labor, materials, tools, permits, and/or professional services and perform the contracted work in accordance with all specifications, terms and conditions as set forth within RFQu # 20-360-301 including insurance and termination clauses as needed

or required. The work as specified in Appendix A, may commence upon the signing of this contract and scheduling and approval of the City.

ARTICLE II TIME OF COMMENCEMENT AND COMPLETION

The work shall begin upon Council approval and City Manager's signature. The date of substantial completion shall be that date when the project or portions of the project are officially accepted by the Owner through formal action of the City Council for utilization of the project for its intended purpose. The City shall be the sole determiner as to the fulfillment of the work as described.

ARTICLE III CONTRACT SUM AND PAYMENT

The City agrees to pay the Consultant, \$413,103.00 which is "not to exceed" Four Hundred Thirteen Thousand One Hundred Three dollars for completion of the work, subject to the provisions herein set. The City Manager has the authority for change orders.

ARTICLE IV CONTRACT PAYMENT

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

The Consultant shall provide the City with monthly billings for progress payments as the work is completed. Payment will constitute full and complete payment as per individual invoice and within thirty (30) days of completion and acceptance of Consultant's work. The City will be the sole judge as to the sufficiency of the work performed. A 5% retainage will be held until acceptance of the project by the Raymore City Council, at which time final payment will be made.

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

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

ARTICLE V INSURANCE REQUIREMENTS

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

All policies for liability protection, bodily injury, or property damage shall include the City of Raymore as an additional insured as such respects operation under this contract (except for Worker's Compensation and Professional Liability coverage).

Consultant agrees to hold harmless and indemnify the City from any liability for damage, injury or death arising out of the work performance of the contract.

ARTICLE VI RESPONSIBILITIES

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

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

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

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

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

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

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

ARTICLE VII TERMINATION OF AGREEMENT

With Cause – If 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 e-mail.

Without Cause – The City may terminate this agreement at any time by providing sixty (60) days written notice, by certified mail, to the Consultant at the address listed below. In the event this agreement is terminated, the City may hold as a retainer the amount needed to complete the work in accordance with Appendix B specifications.

ARTICLE VIII CONTRACT DISPUTES & MEDIATION

In case of a dispute, the Contractor and the City shall each appoint a representative, who, together, shall select a third party attorney in good standing and licensed to practice law in Missouri, to mediate the issue. Mediation shall be non-binding unless a written settlement agreement is reached. Costs of mediation shall be split equally between the parties. Failure of the parties to reach a resolution in mediation shall be a prerequisite to filing suit or initiating further action to resolve the dispute. In all cases where work on the project is not complete, the Contractor agrees to carry on with the work and to maintain the progress schedule during any dispute under this Contract unless otherwise mutually agreed in writing by the parties.

ARTICLE IX WARRANTY

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

Consultant warrants that the goods shall be delivered free of the rightful claim of any third person by way of non-payment on the part of the Consultant for any tools and equipment in use or materials used and consumed on City property in completion of this agreement, and if City receives notice of any claim of such infringement, it shall, within ten [10] days, notify Consultant of such claim. If City fails to forward such notice to Consultant, it shall be deemed to have released Consultant from this warranty as to such claim.

ARTICLE X AFFIDAVIT OF WORK AUTHORIZATION

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

- * submitting the attached AFFIDAVIT OF WORK AUTHORIZATION and
- * providing documentation affirming the consultant'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 firm and 2) a valid copy of the signature page completed and signed by the firm, the Social Security Administration, and the Department of Homeland Security – Verification Division.

ARTICLE XI
ENTIRE AGREEMENT

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

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

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

SEAL)

THE CITY OF RAYMORE, MISSOURI

By: _____
Jim Feuerborn, City Manager

Attest: _____
Jean Woerner, City Clerk

SEAL)

WILSON & COMPANY

By: _____

Title: _____

Attest: _____

Appendix A
Scope of Services

See attached.

Appendix B General Terms and Conditions

A. *Procedures*

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

B. *Contract Period*

Award of this contract is anticipated prior to the end of October, 2020, with final design and bid specifications completed no later than March 1, 2020.

C. *Insurance*

The Consultant 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 Consultant, its agents, representatives, employees or sub consultants. The City of Raymore shall be named as an additional insured under such insurance contracts (except for Worker's Compensation coverage). A Certificate of Insurance will be required within ten calendar days from the date of receipt of the Notice of Award. Claims made on policies must be enforce or that coverage purchased for three (3) years after contract completion date.

1. General Liability

Owners and Protective Liability.

Minimum Limits

General Liability:

\$2,000,000 Each Occurrence Limit

D. *Hold Harmless Clause*

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

E. *Exemption from Taxes*

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

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

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

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

G. *Invoicing and Payment*

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

H. *Cancellation*

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

I. *Contractual Disputes*

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

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

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

J. *Severability*

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

K. *Applicable Laws*

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

L. *Drug/Crime Free Work Place*

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

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

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

M. *Inspection*

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

N. *No Escalation of Fees*

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

O. *Permits*

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

P. Release of Information

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

Q. Rejection of Bids

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

R. Affidavit of Work Authorization and Documentation:

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

- * submitting the attached AFFIDAVIT OF WORK AUTHORIZATION and
- * providing documentation affirming the consultant'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 firm and 2) a valid copy of the signature page completed and signed by the firm the Social Security Administration, and the Department of Homeland Security – Verification Division.

**SCOPE OF SERVICES
WARD ROAD DESIGN SERVICES
RFQu #20-360-301
CITY OF RAYMORE, MISSOURI**

GENERAL SCOPE OF SERVICES

The purpose of this contract is to provide professional design services to develop Final Plans, Special Provisions, and Estimates for the improvements to Ward Road, beginning at the north limits of the future MoDOT roundabout to be constructed at the intersection of Ward Road with MO-58 on the south, and ending at the intersection of Ward Road at 163rd Street on the north. This includes drainage improvements, constructing Ward Road to a 3-lane typical section, enclosed storm sewer, trail, sidewalk, permanent striping and signing, erosion control, and replacement of the Alexander Creek Bridge.

The Preliminary Plans will be considered 60% complete. The Final Check Plans will be considered 95% complete and Final Plans, Special Provisions, and Estimate (PS&E) will be considered 100% complete.

DETAILED SCOPE OF SERVICES

Section 1 – Project Initiation

- 1.1 The Consultant will prepare a Project Work Plan (PWP) that covers the methodology, design criteria, and other pertinent information that will affect the project design and schedule.
- 1.2 The Consultant will prepare a proposed design criteria spreadsheet to be shared and approved by the City prior to starting design.
- 1.3 The Consultant will establish quality control checklist and determine the appropriate reporting format
- 1.4 The Consultant will attend a kick-off meeting with City staff to determine specific project needs and general project desires. Existing plans, reports and other information will be reviewed and received at this meeting. In addition, the Consultant and the City will develop a design schedule as well as a proposed project schedule.

Section 2 – Preliminary Plans

- 2.1 Refine the typical sections to be used for the design based on the City of Raymore Standard Section and City recommendations.

- Pavement type
 - Pavement thickness
 - Subgrade treatment
 - Backslopes and foreslopes
 - Lane widths
 - Sidewalk Locations
- 2.2 The consultant will define proposed horizontal alignments for Ward Road and affected sideroads.
 - 2.3 The consultant will define proposed vertical alignments for Ward Road and affected sideroads.
 - 2.4 The Consultant will submit a Utility Location Report to each of the utility companies identified in the project corridor. The report will also include 11 x 17 conceptual plan sheets of the project for their use in locating their facilities.
 - 2.5 The Consultant will prepare a Utility Conflict report that will log potential conflict locations between the proposed improvements and the existing utilities. As the design progresses, the report will be updated to remain current.
 - 2.6 The Consultant will prepare a hydrological study and analysis to establish recommendations concerning appropriate waterway opening for the proposed Alexander Creek Bridge. If appropriate, perform watershed analysis and computer flow modeling using HEC-RAS or other hydraulic software approved by the City. Provide a written report of the results of this hydraulic analysis with recommendations for this project and provide copies of any computer digital data.
 - 2.7 The Consultant will prepare a base 3D roadway design model to determine construction limits, final proposed right-of-way, drainage and temporary easements, and associated impacts.
 - 2.8 Determine the size of proposed roadway ditches based on analysis of flow intercepted by the roadway.
 - 2.9 Develop existing drainage area map to determine location(s) of necessary crossroad drainage structures.
 - 2.10 Develop a storm drainage system design in accordance with the design standards identified on the proposed design criteria spreadsheet developed in Section 1.2.
 - Prepare a pavement drainage area map for the project. Each subbasin for each inlet structure will be clearly identified on the drawing.

- Design the location of curb inlets and drainage structures based on the City's minimum design requirements for a major collector street.
- 2.11 Determine appropriate location of sidewalk and/or trail in relation to the Ward Road centerline on the typical sections.
- 2.12 Develop erosion control plan for the proposed improvements. The extent of the drawings will identify the general design for placement of silt fencing, wattles, sedimentation basins, and other erosion control measures during construction activities.
- 2.13 Prepare a preliminary drawing for the permanent pavement marking and signing plan.
- 2.14 Prepare a preliminary drawing for the traffic control and construction phasing plan.
- 2.15 The Consultant will develop up to two (2) bridge design concepts for the City's use in determining their preferred improvements to the Alexander Creek bridge. The concepts to be developed will be determined during the project kickoff meeting in Section 1.4. The concepts will consist of a typical section and narrative on the important features of each concept, including potential cost implications.
- 2.16 The Consultant will begin a preliminary design of the new Alexander Creek bridge to aid in project design decisions and cost estimation purposes.
- 2.17 The following plan sheets will be prepared for the Preliminary plan submittal.
- Title Sheet
 - Typical Section Sheets
 - Control and Reference Ties Sheet
 - Plan and Profile Sheets
 - Storm Sewer Plan and Profile Sheets
 - Permanent Pavement Marking and Signing Sheets
 - Erosion Control Sheets
 - Traffic Control and Construction Phasing Sheets
 - Crossroad Drainage Cross Sections
 - Roadway Cross Sections
- 2.18 The Consultant will prepare an Opinion of Probable Construction Cost using City and/or MoDOT standard bid items.
- 2.19 The Consultant will attend a concept layout meeting with City staff.
- 2.20 The Consultant will attend a preliminary plan review meeting with City staff.

- 2.21 The Consultant will attend a preliminary utility meeting.
- 2.22 The Consultant will install and collect automated traffic counters at the following three (3) intersections of Ward Road to determine whether turn lanes (left and right) are needed:
 - SW 163rd Street
 - Sierra Drive
 - E 171st Street
- 2.23 The Consultant will review the intersection traffic count data and determine the appropriate size and configuration of any necessary turn lanes on Ward Road at the intersection of 163rd Street.
- 2.24 Develop lighting criteria. This includes light fixture selection, pole height determination, and approximate pole spacing. Criteria will be based around ANSI RP-8-14 for roadway lighting.
- 2.25 Develop photometric calculations for entire section of roadway. This will be used to determine actual pole placements while accounting for conflicts with intersections, sidewalks, or utilities.
- 2.26 Develop report to summarize findings for turn over to the City and their preferred contractor to finish the underground utility design.
- 2.27 Work with Evergy to locate a new service and meter location for the lighting.

Section 3 – Final Plans (95% Complete)

- 3.1 The Consultant will update the floodplain analysis performed during preliminary design with the agreed upon design of the Alexander Creek bridge.
- 3.2 The Consultant will update the proposed storm sewer system based on any changes determined during review of the preliminary plans.
- 3.3 The Consultant will prepare all documents required to certify a no-rise condition for Alexander Creek to the Missouri State Emergency Management Agency (SEMA).
- 3.4 The Consultant will assist the City in preparing, submitting and communicating information for the following environmental permits which are anticipated for the project:
 - a. Notice of Intent (NOI) for Stormwater Runoff from Construction Activities.
 - b. Stormwater Pollution Prevention Plan (SWPPP)
 - c. Nation Wide Permit (NWP) for Road and Stream Crossings (COE).

- d. Obstructions in Streams permit (DWR).
 - e. Missouri Department of Wildlife and Parks threatened and endangered species determination.
 - f. Missouri Historical Society historical determination.
- 3.5 The Consultant will develop bridge design plans for a two-span replacement of the Alexander Creek bridge.
- 3.6 Prepare Final Plans including finalizing the design, details, and plans items not detailed elsewhere in Section 3.
- 3.7 Temporary traffic control and construction phasing plans will be modified to account for changes made after the preliminary plans have been reviewed and utility consultation is completed.
- 3.8 The Consultant will prepare specifications for any construction work items that are not covered under the City's Standard Specifications based on comments received during the Preliminary Plan review.
- 3.9 The Consultant will attend a Final Utility meeting.
- 3.10 The Consultant will update the Opinion of Probable Construction Cost using City and/or MoDOT standard bid items.

Section 4 – Right-of-Way Plans

- 4.1 The Consultant will design necessary rights-of-way and/or easements and produce right-of-way plan sheets for 20 parcels.
- 4.2 The Consultant will perform field checks of section, property & existing ROW monuments.
- 4.3 CAD production of data from original survey & found land corners.
- 4.4 The Consultant will produce exhibits on 20 parcels, legal descriptions for temporary construction & utility easements and ROW taking documents. Sign & seal by Missouri Professional Land Surveyor.

Section 5 – PS&E Plans, Special Provisions, & Estimate (100% Complete)

- 5.1 Based on the comments received from the City during Final Plans review, the Consultant will revise the construction plans. A written list of the comments will be assembled into a single document and distributed to the team members for their use.
- 5.2 Review and prepare special provisions for all non-standard work items.

- 5.3 The Consultant will prepare the Final Construction Cost Estimate to be used during the bidding phase.
- 5.4 The Consultant will submit PDF plans and electronic files to the City for bidding the project.

Section 6 – Project Meetings

- 6.1 As requested by the City, the Consultant will attend one (1) in person meeting for project stakeholders, other agencies, etc.
- 6.2 The Consultant will attend one City Council meeting to present the Preliminary Plans.
- 6.3 The Consultant will attend a pre-bid meeting and answer questions from potential bidders during the project advertisement period.

Section 7 – Project Management & Quality Control

- 7.1 This task will include coordination of the Consultant’s project team, preparation of the monthly progress reports to the City, and providing timely response to the City from the Project Manager.
- 7.2 The Consultant shall provide QA/QC checks on plans and quantities. A quality control manual will be developed and maintained in the Project Manager’s office. This manual can be made available for review by the City at any time.

Assumptions

- 1. Full-size plan sheets are to be 22” x 34”. US Customary (English) units of measure will be used in developing the design, construction plans, supplemental specifications, quantity estimates and estimates of probable construction.
- 2. Two (2) half size plan sets will be submitted to the City for review at each milestone.
- 3. The Consultant has assumed 20 parcels will be impacted and require ROW services, as shown in Section 4.
- 4. The Consultant has assumed Ward Road can be closed in the vicinity of the new Alexander Creek bridge and phased bridge plans will not be required.
- 5. Design of the power distribution, conduit, cabling, lighting controls, and lighting construction details will be designed by others. Light fixtures will be LED.

City Responsibilities

1. Provide a list of property owner names and addresses of affected tracts to the Consultant.
2. Provide the City standard design criteria for the design of roadways and storm drainage systems to the Consultant.
3. Provide the City standard details to the Consultant for use in the project.
4. Provide the Consultant with copies of all plats adjacent to the project in *.tif format or hard copy as available.
5. Provide the Consultant with copies of all drainage and infrastructure plans, reports, studies, etc. along the project area.
6. Arrange and provide the facilities for all project meetings.
7. Provide any recent bid tabs to assist in the development of the opinion of probable costs.
8. Acquire all proposed right-of-way and easements, if required.
9. Obtain all necessary permits from the State or Federal agencies. The Consultant will assist the City as noted in the Scope of Services.
10. Provide all geotechnical investigation and recommendations.
11. Provide all topographic survey for the project.

Items Not Included in the Scope of Services

1. Any work requested by the City that is not included in the basic services will be classified as supplemental services. Supplementary services shall include, but are not limited to the following:
 - a. Changes in the scope, extent, or character of the project.
 - b. Revisions to the plans when inconsistent with previous approvals or instructions by the City.
 - c. Updating plans to reflect development that has occurred after the Final Plans are complete.
2. No environmental investigations, clearance documents, permits or services are included except as specifically identified.
3. Setting of new property corners if they are missing is not included.

4. Topographic surveying services of any kind.
5. Revisions or modifications to the construction plans, legal descriptions, and/or exhibits created by negotiations between the City and the property owner during property acquisition.
6. Assembly, printing and review of bidding documents.
7. Design of an irrigation system for landscaped and grassed areas.
8. Sanitary sewer and water main relocation plans are not included at this time.
9. Development of electrical and lighting plan drawings is not included. All power calculations, signal connections, conduit routing, conductor sizing, voltage drop calculations, and electrical construction details are excluded.
10. Channel change work, other than directly at the inlet and/or outlet end of roadway drainage structures, will not be required.
11. Traffic signal design
12. Development of a CLOMR/LOMR
13. Public involvement services
14. Aesthetic improvements to the Alexander Creek bridge
15. Structural design of elements, other than the Alexander Creek bridge replacement, including, but not limited to, retaining walls, headwalls, non-standard concrete box culverts, etc.
16. Location determination of existing utilities, including elevation.
17. Field staking of proposed right-of-way and/or easements.
18. At this time, construction phase services are not included in this contract. Should the City desire to have Wilson & Company perform construction phase services, including but not limited to the following items, a scope and fee will be negotiated as a supplemental service.
 - Provide construction management reviews
 - Provide on-site inspection
 - Provide materials testing
 - Review shop drawings
 - Review RFI's, change orders, pay applications, etc.
 - Final inspection and letter of acceptance

- Preparation of record drawings

FEE SUMMARY

Project: **Ward Road Design Services**
 By: GDHummel
 Date: October 2, 2020
 Client: City of Raymore



	DESCRIPTION	HOURS	LABOR EFFORT	DIRECT EXPENSES	SUBTOTALS
1	PHASE 01 - PROJECT INITIATION	52	\$ 10,166.00	\$ 48.00	\$ 10,214.00
2	PHASE 02 - PRELIMINARY PLANS	1,412	\$ 185,166.00	\$ 336.00	\$ 185,502.00
3	PHASE 03 - FINAL PLANS	1,214	\$ 159,994.00	\$ 48.00	\$ 160,042.00
4	PHASE 04 - RIGHT OF WAY	226	\$ 25,178.00	\$ 2,350.00	\$ 27,528.00
5	PHASE 05 - PS&E PLANS, SPECIAL PROVISIONS, & ESTIMATE	115	\$ 14,965.00	\$ -	\$ 14,965.00
6	PHASE 06 - PROJECT MEETINGS	22	\$ 4,460.00	\$ 192.00	\$ 4,652.00
7	PHASE 07 - PROJECT MANAGEMENT & QUALITY CONTROL	48	\$ 10,200.00	\$ -	\$ 10,200.00
	TOTALS	3,089	\$ 410,129.00	\$ 2,974.00	\$ 413,103.00



Proj.: Ward Road Design Services
By: GDHummel
Date: October 2, 2020
Client: City of Raymore
Notes: N/A

Fee Reviewed by:
NMThomas
Date:
10/02/20

FEE ESTIMATE WORKSHEET

		ESTIMATED HOURS																		TOTAL HOURS	LABOR EFFORT	EXPENSE EFFORT	TOTAL FEE																					
TASK I.D.	TITLE	Principal	Project Manager	Senior Engineer	Project Engineer	Project Engineer	Design Engineer	Design Engineer	Senior CADD Designer	CADD Designer	Drainage Engineer	Hydraulic Modeler	Traffic Engineer	Survey Manager	Survey Crew Chief	Surveyor	CADD Technician	Electrical Engineer	Electrical Designer																									
TASK I.D.	TITLE	Department Head, Principal (Licensed)	Project Designer (Licensed)	Project Designer (Licensed)	Staff Detail Designer (Licensed)	Staff Detail Designer (Unlicensed)	Graduate Engineer (Unlicensed)	Graduate Engineer (Unlicensed)	Senior CADD Designer	CADD Designer	Staff Detail Designer (Licensed)	Staff Detail Designer (Licensed)	Staff Detail Designer (Licensed)	Staff Detail Designer (Licensed)	Survey Manager (Licensed)	Chief Surveyor (Licensed)	Crew Chief, Senior Crew Chief	Senior CADD Technician/CADD Manager	Project Designer (Licensed)	CADD Designer																								
	LABOR RATE	\$240.00	\$210.00	\$167.00	\$140.00	\$115.00	\$96.00	\$88.00	\$128.50	\$96.00	\$140.00	\$140.00	\$140.00	\$152.00	\$122.00	\$88.00	\$90.00	\$167.00	\$96.00																									
	LABOR COST	\$240.00	\$210.00	\$167.00	\$140.00	\$115.00	\$96.00	\$88.00	\$128.50	\$96.00	\$140.00	\$140.00	\$140.00	\$152.00	\$122.00	\$88.00	\$90.00	\$167.00	\$96.00																									
PHASE 01 - PROJECT INITIATION																																												
1.1	Develop Project Work Plan (PWP)	2	16	4																	22.00	\$ 4,508.00	\$ -	\$ 4,508.00																				
1.2	Prepare design criteria summary sheet		4	4	8																16.00	\$ 2,628.00	\$ -	\$ 2,628.00																				
1.3	Establish quality control checklist and reporting format		8																		8.00	\$ 1,680.00	\$ -	\$ 1,680.00																				
1.4	Attend project kick-off meeting with City Staff	3	3																		6.00	\$ 1,350.00	\$ 48.00	\$ 1,398.00																				
	Subtotal	5	31	8	8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	52.00	\$ 10,166.00	\$ 48.00	\$ 10,214.00																				
PHASE 02 - PRELIMINARY PLANS																																												
2.1	Develop Typical Sections		4		12			12	2	4											34.00	\$ 4,217.00	\$ -	\$ 4,217.00																				
2.2	Develop Horizontal Alignment		4		12			12	2	4											34.00	\$ 4,217.00	\$ -	\$ 4,217.00																				
2.3	Develop Vertical Alignment		4		12			12	4	8											40.00	\$ 4,858.00	\$ -	\$ 4,858.00																				
2.4	Prepare Utility Location Report and submit to utility companies		8																		8.00	\$ 1,680.00	\$ -	\$ 1,680.00																				
2.5	Prepare Utility Conflict Report for use during the design process		4		8																12.00	\$ 1,960.00	\$ -	\$ 1,960.00																				
2.6	FEMA Floodplain H&H Analysis of Alexander Creek		4								24	48									76.00	\$ 10,920.00	\$ -	\$ 10,920.00																				
2.7	Develop Design Model		8	8	20	40	40														116.00	\$ 14,256.00	\$ -	\$ 14,256.00																				
2.8	Design Roadway Ditches for Appropriate Capacity			4	8					4											16.00	\$ 2,172.00	\$ -	\$ 2,172.00																				
2.9	Develop Drainage Area Map										4	4									8.00	\$ 1,120.00	\$ -	\$ 1,120.00																				
2.10	Design Roadway Storm Sewer (Inlet Spacing, Pipe Profiles)		8			80				40	20	60									208.00	\$ 25,920.00	\$ -	\$ 25,920.00																				
2.11	Develop Trail/Sidewalk Alignments		2		8				4												14.00	\$ 2,054.00	\$ -	\$ 2,054.00																				
2.12	Develop Erosion Control Plan		2		12	12				12											38.00	\$ 4,632.00	\$ -	\$ 4,632.00																				
2.13	Prepare Pavement Marking and Signing Plan		2		4					16			32								54.00	\$ 6,996.00	\$ -	\$ 6,996.00																				
2.14	Develop Traffic Control and Construction Phasing Plan		12	16	40				12	28			40								148.00	\$ 20,622.00	\$ -	\$ 20,622.00																				
2.15	Alexander Creek Bridge Concepts		2	8	12																22.00	\$ 3,436.00	\$ -	\$ 3,436.00																				
2.16	Alexander Creek Bridge Design			20	32					20											72.00	\$ 9,740.00	\$ -	\$ 9,740.00																				
2.17	Prepare Preliminary Plans		12	4	80	100			40	120	8		8								376.00	\$ 45,172.00	\$ -	\$ 45,172.00																				
2.18	Prepare Construction Cost Estimate		4	4	12	8													4	4	32.00	\$ 4,492.00	\$ -	\$ 4,492.00																				
2.19	Attend Concept Layout Meeting	4	4	4	4																12.00	\$ 2,360.00	\$ 48.00	\$ 2,408.00																				
2.20	Attend Preliminary Plan Review Meeting	4	4	4	4																12.00	\$ 2,360.00	\$ 48.00	\$ 2,408.00																				
2.21	Attend Preliminary Utility Meeting	4	4	4	4																12.00	\$ 2,360.00	\$ 48.00	\$ 2,408.00																				
2.22	Intersection Traffic Count (3)		3										8								11.00	\$ 1,750.00	\$ 192.00	\$ 1,942.00																				
2.23	Intersection Traffic Analysis (3)		3										8								11.00	\$ 1,750.00	\$ -	\$ 1,750.00																				
2.24	Determine Lighting Criteria		1															3	3		7.00	\$ 999.00	\$ 48.00	\$ 1,047.00																				
2.25	Photometric Calculations																	6	16		22.00	\$ 2,538.00	\$ -	\$ 2,538.00																				
2.26	Lighting Design Report		2															3	4		9.00	\$ 1,305.00	\$ -	\$ 1,305.00																				
2.27	Every Coordination		2															4	2		8.00	\$ 1,280.00	\$ -	\$ 1,280.00																				
	Subtotal	12	103	60	284	240	40	36	64	256	56	112	96	0	0	0	0	20	33		1,412.00	\$ 185,166.00	\$ 384.00	\$ 185,550.00																				
PHASE 03 - FINAL PLANS																																												
3.1	Update FEMA Floodplain H&H Analysis		2								16	32									50.00	\$ 7,140.00	\$ -	\$ 7,140.00																				
3.2	Update Roadway Enclosed Storm Sewer		6			20				20	36	40									122.00	\$ 16,120.00	\$ -	\$ 16,120.00																				
3.3	Develop No-Rise Certification Documents		1								16	32									49.00	\$ 6,930.00	\$ -	\$ 6,930.00																				
3.4	Develop Environ. Permitting Documents (USACE, MDNR, etc)		1								16	40									57.00	\$ 8,050.00	\$ -	\$ 8,050.00																				
3.5	Alexander Creek Bridge Design		4	90	164			24	108												390.00	\$ 52,282.00	\$ -	\$ 52,282.00																				
3.6	Plan Production		12		80	80		60	160	4									2	4	402.00	\$ 47,268.00	\$ -	\$ 47,268.00																				
3.7	Update Traffic Control and Construction Phasing Plan		8	10	20					12			20								70.00	\$ 10,102.00	\$ -	\$ 10,102.00																				
3.8	Prepare Specifications for Non-Standard Items		12	8	24					4											48.00	\$ 7,776.00	\$ -	\$ 7,776.00																				
3.9	Attend Final Utility meeting	4	4	4	4																12.00	\$ 2,360.00	\$ 48.00	\$ 2,408.00																				
3.10	Update opinion of probable construction cost		2		4	4													2	2	14.00	\$ 1,966.00	\$ -	\$ 1,966.00																				
	Subtotal	4	52	108	296	104	0	0	84	300	92	144	20	0	0	0	0	4	6		1,214.00	\$ 159,994.00	\$ 48.00	\$ 160,042.00																				
PHASE 04 - RIGHT OF WAY																																												
4.1	ROW & Easement Design & Plan Production		4	4	16	16			20	40											100.00	\$ 11,998.00	\$ -	\$ 11,998.00																				
4.2	Field Verification of Land Corners													20	20						40.00	\$ 4,200.00	\$ -	\$ 4,200.00																				
4.3	Basemap Updates																				16.00	\$ 1,440.00	\$ -	\$ 1,440.00																				
4.4	ROW/Util. Exhibits & Legal Descriptions													20							70.00	\$ 7,540.00	\$ 2,350.00	\$ 9,890.00																				
	Subtotal	0	4	4	16	16	0	0	20	40	0	0	0	20	20	20	66	0	0		226.00	\$ 25,178.00	\$ 2,350.00	\$ 27,528.00																				



Proj.: Ward Road Design Services
By: GDHummel
Date: October 2, 2020
Client: City of Raymore
Notes: N/A

Fee Reviewed by:
NMThomas
Date:
10/02/20

FEE ESTIMATE WORKSHEET

		ESTIMATED HOURS																		TOTAL HOURS	LABOR EFFORT	EXPENSE EFFORT	TOTAL FEE			
TASK I.D.	TITLE	Principal	Project Manager	Senior Engineer	Project Engineer	Project Engineer	Design Engineer	Design Engineer	Senior CADD Designer	CADD Designer	Drainage Engineer	Hydraulic Modeler	Traffic Engineer	Survey Manager	Survey Crew Chief	Surveyor	CADD Technician	Electrical Engineer	Electrical Designer							
TASK I.D.	TITLE	Department Head, Principal (Licensed)	Project Designer (Licensed)	Project Designer (Licensed)	Staff Detail Designer (Licensed)	Staff Detail Designer (Unlicensed)	Graduate Engineer (Unlicensed)	Graduate Engineer (Unlicensed)	Senior CADD Designer	CADD Designer	Staff Detail Designer (Licensed)	Staff Detail Designer (Licensed)	Staff Detail Designer (Licensed)	Staff Detail Designer (Licensed)	Survey Manager (Licensed)	Chief Surveyor (Licensed)	Crew Chief, Senior Crew Chief	Senior CADD Technician/CADD Manager	Project Designer (Licensed)	CADD Designer						
	LABOR RATE	\$240.00	\$210.00	\$167.00	\$140.00	\$115.00	\$96.00	\$88.00	\$128.50	\$96.00	\$140.00	\$140.00	\$140.00	\$152.00	\$122.00	\$88.00	\$90.00	\$167.00	\$96.00							
PHASE 05 - PS&E PLANS, SPECIAL PROVISIONS, & ESTIMATE																										
5.1	Revise 100% Plans Based on City Comments		2		16					16													34.00	\$ 4,196.00	\$ -	\$ 4,196.00
5.2	Prepare Final Project Manual		4	4	16																	24.00	\$ 3,748.00	\$ -	\$ 3,748.00	
5.3	Prepare Construction Cost Estimate		1		1	1												2	2			7.00	\$ 991.00	\$ -	\$ 991.00	
5.4	Submit PDF Plans and electronic files for the City		2		8				20	20												50.00	\$ 6,030.00	\$ -	\$ 6,030.00	
	Subtotal	0	9	4	41	1	0	0	20	36	0	0	0	0	0	0	0	2	2			115.00	\$ 14,965.00	\$ -	\$ 14,965.00	
PHASE 06 - PROJECT MEETINGS																										
6.1	Stakeholder/Agency Update Meeting (1)		6		4																	10.00	\$ 1,820.00	\$ 48.00	\$ 1,868.00	
6.2	Attend City Council Meeting (1)	4	4																			8.00	\$ 1,800.00	\$ 120.00	\$ 1,920.00	
6.3	Attend Pre-Bid Meeting		4																			4.00	\$ 840.00	\$ 24.00	\$ 864.00	
	Subtotal	4	14	0	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0			22.00	\$ 4,460.00	\$ 192.00	\$ 4,652.00	
PHASE 07 - PROJECT MANAGEMENT & QUALITY CONTROL																										
7.1	Project Management and Coordination	4	32																			36.00	\$ 7,680.00	\$ -	\$ 7,680.00	
7.2	Provide QA/QC Reviews		12																			12.00	\$ 2,520.00	\$ -	\$ 2,520.00	
	Subtotal	4	44	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0			48.00	\$ 10,200.00	\$ -	\$ 10,200.00	
TOTALS		29	257	184	649	361	40	36	188	632	148	256	116	20	20	20	66	26	41			3,089.00	\$ 410,129.00	\$ 3,022.00	\$ 413,151.00	

Proj.: Ward Road Design Services
By: GDHummel
Date: October 2, 2020
Client: City of Raymore

Fee Reviewed by:
NMThomas
Date:
10/02/20

EXPENSE ESTIMATE WORKSHEET

ESTIMATED EXPENSES

TASK I.D.	WORK TASK DESCRIPTION	UNIT UNIT COST	Letter Copy - B&W	Color Bond Wide Format	Display Boards (Foam Core Mounted) Sq Ft	Passenger Vehicle	Misc. Expenses	GPS Equipment	Survey Vehicle	Geotechnical Borings	O&E Reports	Traffic Counts	SUB4	SUB5	DIRECT EXPENSE SUBTOTAL	SUB EXPENSE SUBTOTAL	EXPENSE EFFORT (\$)
			Each \$0.06	Sq Ft \$0.75	\$7.00	Mile \$0.80	Unit \$1.00	Day \$125.00	Mile \$0.95	Unit \$7,000.00	Unit \$180.00	Unit \$2,000.00	Unit \$1.00	Unit \$1.00	(\$)	(\$)	(\$)
PHASE 01 - PROJECT INITIATION																	
1.1	Develop Project Work Plan (PWP)														\$ -	\$ -	\$ -
1.2	Prepare design criteria summary sheet														\$ -	\$ -	\$ -
1.3	Establish quality control checklist and reporting format														\$ -	\$ -	\$ -
1.4	Attend project kick-off meeting with City Staff					60.00									\$ 48.00	\$ -	\$ 48.00
	Subtotal		0.00	0.00	0.00	60.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$ 48.00	\$ -	\$ 48.00

PHASE 02 - PRELIMINARY PLANS																	
2.1	Develop Typical Sections														\$ -	\$ -	\$ -
2.2	Develop Horizontal Alignment														\$ -	\$ -	\$ -
2.3	Develop Vertical Alignment														\$ -	\$ -	\$ -
2.4	Prepare Utility Location Report and submit to utility companies														\$ -	\$ -	\$ -
2.5	Prepare Utility Conflict Report for use during the design process														\$ -	\$ -	\$ -
2.6	FEMA Floodplain H&H Analysis of Alexander Creek														\$ -	\$ -	\$ -
2.7	Develop Design Model														\$ -	\$ -	\$ -
2.8	Design Roadway Ditches for Appropriate Capacity														\$ -	\$ -	\$ -
2.9	Develop Drainage Area Map														\$ -	\$ -	\$ -
2.10	Design Roadway Storm Sewer (Inlet Spacing, Pipe Profiles)														\$ -	\$ -	\$ -
2.11	Develop Trail/Sidewalk Alignments														\$ -	\$ -	\$ -
2.12	Develop Erosion Control Plan														\$ -	\$ -	\$ -
2.13	Prepare Pavement Marking and Signing Plan														\$ -	\$ -	\$ -
2.14	Develop Traffic Control and Construction Phasing Plan														\$ -	\$ -	\$ -
2.15	Alexander Creek Bridge Concepts														\$ -	\$ -	\$ -
2.16	Alexander Creek Bridge Design														\$ -	\$ -	\$ -
2.17	Prepare Preliminary Plans														\$ -	\$ -	\$ -
2.18	Prepare Construction Cost Estimate														\$ -	\$ -	\$ -
2.19	Attend Concept Layout Meeting					60.00									\$ 48.00	\$ -	\$ 48.00
2.20	Attend Preliminary Plan Review Meeting					60.00									\$ 48.00	\$ -	\$ 48.00
2.21	Attend Preliminary Utility Meeting					60.00									\$ 48.00	\$ -	\$ 48.00
2.22	Intersection Traffic Count (3)					240.00									\$ 192.00	\$ -	\$ 192.00
2.23	Intersection Traffic Analysis (3)														\$ -	\$ -	\$ -
2.24	Determine Lighting Criteria														\$ -	\$ -	\$ -
2.25	Photometric Calculations														\$ -	\$ -	\$ -
2.26	Lighting Design Report														\$ -	\$ -	\$ -
2.27	Every Coordination														\$ -	\$ -	\$ -
	Subtotal		0.00	0.00	0.00	420.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$ 336.00	\$ -	\$ 336.00

PHASE 03 - FINAL PLANS																	
3.1	Update FEMA Floodplain H&H Analysis														\$ -	\$ -	\$ -
3.2	Update Roadway Enclosed Storm Sewer														\$ -	\$ -	\$ -
3.3	Develop No-Rise Certification Documents														\$ -	\$ -	\$ -
3.4	Develop Environ. Permitting Documents (USACE, MDNR, etc)														\$ -	\$ -	\$ -
3.5	Alexander Creek Bridge Design														\$ -	\$ -	\$ -
3.6	Plan Production														\$ -	\$ -	\$ -
3.7	Update Traffic Control and Construction Phasing Plan														\$ -	\$ -	\$ -
3.8	Prepare Specifications for Non-Standard Items														\$ -	\$ -	\$ -
3.9	Attend Final Utility meeting					60.00									\$ 48.00	\$ -	\$ 48.00
3.10	Update opinion of probable construction cost														\$ -	\$ -	\$ -
	Subtotal		0.00	0.00	0.00	60.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$ 48.00	\$ -	\$ 48.00

PHASE 04 - RIGHT OF WAY																	
4.1	ROW & Easement Design & Plan Production														\$ -	\$ -	\$ -
4.2	Field Verification of Land Corners														\$ -	\$ -	\$ -
4.3	Basemap Updates														\$ -	\$ -	\$ -



Proj.: Ward Road Design Services
By: GDHummel
Date: October 2, 2020
Client: City of Raymore

Fee Reviewed by:
NMThomas
Date:
10/02/20

EXPENSE ESTIMATE WORKSHEET

ESTIMATED EXPENSES

TASK I.D.	WORK TASK DESCRIPTION	UNIT UNIT COST	Letter Copy -	Color Bond	Display	Passenger	Misc.	GPS	Survey	Geotechnical	O&E Reports	Traffic Counts	SUB4	SUB5	DIRECT	SUB	EXPENSE EFFORT (\$)	
			B&W	Wide Format	Boards (Foam Core Mounted) Sq Ft	Vehicle	Expenses	Equipment	Vehicle	Borings	Reports	Counts	EXPENSE SUBTOTAL	EXPENSE SUBTOTAL				
			Each \$0.06	Sq Ft \$0.75	Sq Ft \$7.00	Mile \$0.80	Unit \$1.00	Day \$125.00	Mile \$0.95	Unit \$7,000.00	Unit \$180.00	Unit \$2,000.00	Unit \$1.00	Unit \$1.00	(\$)	(\$)		
4.4	ROW/Util. Exhibits & Legal Descriptions							15.00	500.00						\$ 2,350.00	\$ -	\$ 2,350.00	
4.5	0														\$ -	\$ -	\$ -	
	Subtotal		0.00	0.00	0.00	0.00	0.00	15.00	500.00	0.00	0.00	0.00	0.00	0.00	\$ 2,350.00	\$ -	\$ 2,350.00	
PHASE 05 - PS&E PLANS, SPECIAL PROVISIONS, & ESTIMATE																		
5.1	Revise 100% Plans Based on City Comments														\$ -	\$ -	\$ -	
5.2	Prepare Final Project Manual														\$ -	\$ -	\$ -	
5.3	Prepare Construction Cost Estimate														\$ -	\$ -	\$ -	
5.4	Submit PDF Plans and electronic files for the City														\$ -	\$ -	\$ -	
	Subtotal		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	
PHASE 06 - PROJECT MEETINGS																		
6.1	Stakeholder/Agency Update Meeting (1)					60.00									\$ 48.00	\$ -	\$ 48.00	
6.2	Attend City Council Meeting (1)					150.00									\$ 120.00	\$ -	\$ 120.00	
6.3	Attend Pre-Bid Meeting					30.00									\$ 24.00	\$ -	\$ 24.00	
	Subtotal		0.00	0.00	0.00	240.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$ 192.00	\$ -	\$ 192.00	
PHASE 07 - PROJECT MANAGEMENT & QUALITY CONTROL																		
7.1	Project Management and Coordination														\$ -	\$ -	\$ -	
7.2	Provide QA/QC Reviews														\$ -	\$ -	\$ -	
	Subtotal		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	
UNIT TOTALS			0.00	0.00	0.00	780.00	0.00	15.00	500.00	0.00	0.00	0.00	0.00	0.00				
EXPENSE TOTALS			\$0.00	\$0.00	\$0.00	\$624.00	\$0.00	\$1,875.00	\$475.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,974.00	\$0.00	\$2,974.00



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: October 12, 2020

SUBMITTED BY: Mike Krass

DEPARTMENT: Public Works

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

TITLE / ISSUE / REQUEST

Bill 3578 Little Blue Valley Sewer District

STRATEGIC PLAN GOAL/STRATEGY

4.3.1 Develop and implement long-term strategies to support City operations

FINANCIAL IMPACT

Award To:	Little Blue Valley Sewer District
Amount of Request/Contract:	
Amount Budgeted:	N/A
Funding Source/Account#:	

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
N/A	N/A

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

Contract
Letter from LBVSD Director Jeff Shook

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

The current service agreement with Little Blue Valley Sewer District calls for the City's annual sewer treatment bill to be based on a linear projection of sewer flow data for the last 20 quarters.

Several LBVSD customers raised concerns that variations in flow due to wet weather may not accurately predict sewer flows. LBVSD hired a rate consultant to evaluate this and other methods that could be used to project flows and recommend the most accurate. It was their recommendation that the methodology should be changed from a 20 quarter linear projection to a 5-year rolling average. This change has been recommended for approval by the LBVSD Technical Advisory Committee and the Mayors Advisory Board to the Board of Trustees. The Board of Trustees approved the recommendation and have now forwarded amended service agreements incorporating this change to each of the customers for approval.

Staff recommends approval of the attached amended service agreement.

BILL 3578

ORDINANCE

"AN ORDINANCE OF THE CITY OF RAYMORE MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE THE FIRST AMENDMENT TO THE AMENDED AND RESTATED SERVICE CONTRACT FOR SEWER SERVICE WITH THE LITTLE BLUE VALLEY SEWER DISTRICT"

WHEREAS, the City of Raymore, Missouri entered into a service contract with the Little Blue Valley Sewer District; and

WHEREAS, The District has undertaken to review the existing rate methodology; and

WHEREAS, The Board of Trustees has approved a change in the rate methodology from a 20 quarter linear projection to a 5-year rolling average; and

WHEREAS, it is necessary to modify existing provisions in the various service agreements with all customers in order to implement this change in methodology; and

WHEREAS, the City of Raymore desires to execute the first amendment to the amended and restated service contract, a copy of which is attached hereto and made a part hereof.

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

Section 1. The City Manager is hereby directed and authorized to execute the first amendment to the amended and restated service contract for sewer service with the Little Blue Valley Sewer.

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 12TH DAY OF OCTOBER, 2020.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 26TH DAY OF OCTOBER, 2020, 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

**FIRST AMENDMENT TO
AMENDED AND RESTATED SERVICE CONTRACT
BETWEEN
LITTLE BLUE VALLEY SEWER DISTRICT
AND
RAYMORE, MISSOURI**

THIS FIRST AMENDMENT TO AMENDED AND RESTATED SERVICE CONTRACT is entered into by and between LITTLE BLUE VALLEY SEWER DISTRICT, a body corporate and politic duly organized and existing under the laws of the State of Missouri (hereinafter referred to as the “District”), and RAYMORE, MISSOURI (hereinafter referred to as the “Raymore”), on or about _____ (hereinafter referred to as the “Contract”).

WITNESSETH:

WHEREAS, the parties hereto desire to amend the Contract.

NOW, THEREFORE, the parties agree to amend the Contract as follows:

1. Section 504(a)1 is hereby deleted and the following is inserted in lieu thereof:

SECTION 504. The Contract Sum

(a) The Contract Sum shall be the proportionate charge from time to time imposed by the District on Raymore, which charge shall bear the same proportionate relationship to the total of all charges imposed by the District on all consumers comprised of Volume Related Costs, Administrative Costs, Meter Costs and Pretreatment Costs, as follows:

1. Volume Related Costs - Volume Related Costs are those costs directly attributable to the flow. These costs include Debt Service Costs, certain Operation and Maintenance Costs and other costs as may be approved by the Board of Trustees from time to time. Raymore's portion of the Volume Related Costs will be allocated based on Raymore's contributed percentage of the District's flow.

For the purpose of budget development and billing, Raymore's contributed annual flow will be projected based on an amount equal to the average of the preceding 20 quarters of Raymore's actual measured flow times 4.

If, for any reason, 20 quarters of flow information is not available from Raymore, an annual average using available data will be used to determine Raymore's contributed flow. The Board of Trustees shall review such projected flow calculation for reasonableness and determine any readjustments.

All Users' projected flow will be added together to determine the total projected flow of the District. This total projected flow for the District will then be divided into each User's projected flow to determine the percentage of Volume Related Costs to be billed to that User for the next fiscal year.

A preliminary allocation of Volume Related Costs shall be provided to Raymore at the time of approval of the Annual Budget. The final allocation will be based on an amount equal to the average of the previous 20 quarters of flow ending September 30 of the prior fiscal year times 4.

No changes will be made to this allocation until the next fiscal year, unless approved by the Board of Trustees.

2. Section 720 is hereby amended to change the address of the Executive Director to 21208 East Old Atherton Road, Independence, Missouri 64058.

3. The parties hereto agree that neither party is in breach of the Contract at this time.

4. This Amendment shall not be effective until all of the Users have approved this Amendment.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed on behalf of the District by the Chairman of the Board of Trustees, and attested by the Secretary of the Board of Trustees, and on behalf of RAYMORE, MISSOURI, by its authorized representative at the on the dates shown respectively.

ATTEST:

LITTLE BLUE VALLEY SEWER
DISTRICT

By _____
Secretary, Board of Trustees

By _____
Chairman, Board of Trustees

Date _____

Date _____

APPROVED AS TO FORM:

By _____
_____,
Administrator for the District

ATTEST:

RAYMORE, MISSOURI

By _____

By _____

Title _____

Title _____

Date _____

Date _____

APPROVED AS TO FORM:

By _____

AMENDED AND RESTATED
SERVICE CONTRACT

between

LITTLE BLUE VALLEY SEWER DISTRICT

and

RAYMORE, MISSOURI

Dated:

December 10, 2001

AMENDED AND RESTATED SERVICE CONTRACT
between
LITTLE BLUE VALLEY SEWER DISTRICT
and
RAYMORE, MISSOURI

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AMENDED AND RESTATED SERVICE CONTRACT

Between

LITTLE BLUE VALLEY SEWER DISTRICT
Jackson and Cass Counties, Missouri

and

RAYMORE, MISSOURI

THIS AMENDED AND RESTATED SERVICE CONTRACT dated as of the ___ day of _____, 2001, (regardless of when signed by the parties hereto), by and between LITTLE BLUE VALLEY SEWER DISTRICT (herein referred to as the "District"), a body corporate and politic duly organized and existing under the laws of the State of Missouri, and RAYMORE, MISSOURI, a municipal corporation (herein referred to as "Raymore").

WITNESSETH:

WHEREAS, pursuant to and in accordance with the provisions of Section 204.250, et seq. of the Revised Statutes of the State of Missouri, 1994, as amended to 2001, (herein referred to as the "Act"), the District has been duly created and is duly authorized, pursuant, to the Act, to undertake the planning, financing, construction, maintenance and operation of a common system of trunk sewers, sewage treatment plant and related facilities including, without limitation, certain expanded facilities to be constructed by the District to serve certain areas within Jackson County and Cass County, Missouri (hereinafter referred to as the "System"); and

WHEREAS, Raymore is a "Customer" of the District, as such term is defined by Section 204.370, RSMo, Raymore being a political subdivision within the District which has a service or user agreement with the District; and

WHEREAS, Raymore first entered into a service agreement with the District on September 25, 1995 (referred to as "Original Contract"); and

WHEREAS, Raymore is authorized, pursuant to the Act, to pay a reasonable charge to the District for wastewater disposal, such charges to be based as determined by the Board of Trustees from time to time upon a tiered system, equal shares and/or volume of water used by the residential, commercial, and industrial establishments both within and without the jurisdictional limits of Raymore and discharged into the System together with such amounts, if any, of groundwater, surface water, and storm water that is allowed to be discharged into the System, said volume to be determined at the point of discharge to the System, such charge to be fixed at such rate that shall, together with all other revenues of the District, insure the provision of sufficient revenues for the operation, maintenance, rehabilitation and restoration of the System and the payment of principal and interest on all outstanding revenue bonds issued by the District, or by any other financing source, as provided by law; and

WHEREAS, the District has the power and is authorized, pursuant to the Act, to issue its bonds in such principal amount as, in the opinion of the District and with the concurrence of the District's Advisory Board and as provided in the Act, shall be necessary to provide sufficient funds for achieving its purposes, including the acquisition and construction, improvement, extension and rehabilitation of the common sewer system

and treatment plants, and other expenditures of the District incident to and necessary or convenient to carry out its purposes and powers; and

WHEREAS, in order to provide funds to pay a portion of the cost of the System, the District has issued and delivered certain original issue Sewer System Revenue Bonds consisting of Series "A", October 1, 1971, in the principal amount of Nine Million Dollars (\$9,000,000); Series "B", Sewer System Revenue Bonds 1998 Refunding Series A in the amount of Four Million Eight Hundred Sixty-Five Thousand Dollars (\$4,865,000) and Sewer System Revenue Bonds 1998 Refunding Series B in the amount of Twenty-One Million Two Hundred Ninety-Five Thousand Dollars (\$21,295,000) payable from and secured by revenues from the System; (to the extent now or hereafter outstanding all said original issue and refinancing bonds are hereinafter sometimes collectively referred to as the "Outstanding Bonds"), and to the extent the same are outstanding during the term hereof the Outstanding Bonds represent continuing obligations of the District under the terms and provisions of Bond Documents duly adopted by the District prior to the issuance of the Outstanding Bonds, with copies of said Bond Documents being available at the District's General Offices; and,

WHEREAS, District has undertaken to review the existing infrastructure of the System and has approved a Facility Plan, dated August 2001, for improvement, expansion, rehabilitation and replacement of the System; and,

WHEREAS, the comprehensiveness of implementing the Facility Plan necessitates consideration of appropriate methods of financing such implementation, including the issuance of new Bonds or alternative sources of financing; and,

WHEREAS, the various Users of the District have participated in organized workshops and public meetings to review the proposed Facility Plan and to pursue various alternative financing; and,

WHEREAS, certain variations exist among the Service Agreements with District Users attributable to the conditions which existed at the time individual Service Agreements were entered into; and,

WHEREAS, it is necessary to modify existing provisions in the various service agreements with all Customers in order to resolve any differences within individual Service Agreements, however slight, to facilitate the financing of the improvement, rehabilitation and replacement of the System; and,

WHEREAS, the District has the right to condemn the land necessary for the operation of the System, or take an interest in real property sufficient for the location of the System thereon, free and clear of all liens and encumbrances which would materially affect the value or usefulness of such land or interest in real property for the intended use thereof; and

WHEREAS, the District herein agrees to promptly obtain all governmental approvals required by law for the acquisition, construction, ownership, operation, and maintenance of the System by the District; and

WHEREAS, the System will be for the primary benefit of the Users within the District and for others connected to the System; and

WHEREAS, the District pledges to use its reasonable best efforts and resources to secure binding service contracts with all Users within the District's boundaries and with sewer systems tributary to the System or non-tributary sewer systems to the extent that the same can

practically and economically be made a part of the System to maximize its efficient use and provide for the connection of, use of and payment for use of the System; and,

WHEREAS, it is the intention of the parties and all Users of the District that no change or modification be made which would impair any Outstanding Bonds or modify any current provisions for payment of such Outstanding Bonds now or in the future; and,

WHEREAS, nothing set forth in this AMENDED AND RESTATED SERVICE CONTRACT shall be construed in a manner to adversely affect the rights of the holders of any Outstanding Bonds.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

ARTICLE I

SHORT TITLE, DEFINITIONS AND GENERAL PROVISIONS

SECTION 101. Precedence; Short Title

This Amended and Restated Service Contract is an amendment and restatement of the Original Contract and shall supercede and have precedence over such Original Contract. Any Original Contract between Raymore and the District is replaced in its entirety by this Service Contract. This Contract may be referred to as the "Service Contract" (herein sometimes designated as the "Contract").

SECTION 102. Meanings and Constructions

A. Definitions

All terms which are defined herein shall have the same meanings for all purposes of this Contract as amended and

supplemented, and of any instrument or document appertaining hereto and whether or not such term is capitalized when used (except where the context by clear implication otherwise requires).

“Act” - The applicable provisions of Section 204 of the Revised Statutes of the State of Missouri, 1994, as amended to 2001.

“Administrator” - Regardless of the title used by the District, that person appointed by action of the Little Blue Valley Sewer District’s Board of Trustees and who shall have all powers authorized by the provisions of Chapter 204, Revised Statutes of Missouri, as now provided or as hereafter amended as well as such other powers authorized by the Board of Trustees of the District to the extent that such authorization is not inconsistent with Chapter 204.

“Advisory Board” - A board consisting of the mayor or chief executive officer or the authorized representative of every incorporated municipality, and a representative (authorized in writing to act in that capacity) of every subdistrict or private district which lies partially within the District and which operates a sewage collection system which will discharge sewage into the System.

“Annual Budget”- The budget or the amended budget for the operation and administration of the Little Blue Valley Sewer District for a twelve-month period commencing October 1 of each year and adopted by the District or in effect pursuant to Article IV hereof.

“Bonds” - All Outstanding Bonds issued by the District to date, and all subsequent bonds issued by it, or on its behalf, for the purpose of paying the cost of acquiring, constructing, improving or extending the System and all refunding bonds issued by it, or on its behalf, to refinance any such Bonds. The term also includes Sewer

System Revenue Bonds issued to date and all subsequent bonds issued for the purpose of paying the cost of acquiring, constructing, improving and extending a sewer system, including land and easements, interceptor sewer lines, sewage treatment facilities, and refunding bonds.

“Bond Documents” - The District’s bond resolutions and all subsequent bond resolutions approved by the Board of Trustees, together with all documents necessary for authorizing and directing the issuance of sewer system revenue bonds and sewer system refunding bonds for the purpose of paying the cost of acquiring, constructing, improving and extending a sewer system, including land and easements, interceptor sewer lines, and sewage treatment facilities.

“Connection” - A piped tie-in to the System which conveys sewage, may also be a piped tie-in to Raymore’s Sewer System which conveys sewage.

“Consulting Engineer” - Any registered or licensed professional engineer, firm or professional corporation composed of such engineers, or an association thereof entitled to practice and practicing as such under the laws of the State of Missouri or any other state, selected, retained and compensated by the District but not in the regular employ or control of the District, including without limitation any successor of the present Consulting Engineer, if any.

“Contract Sum” - The amounts paid or required to be paid from time to time by Raymore to the District pursuant to this Contract (Article V, Section 504).

“Customer” or “Customers” - As provided by Section 204.370, RSMo, “Customer” shall mean 1) a political subdivision within

the District which has a service or user agreement with the District or 2) a duly created subdistrict.

“Hereby”, “Herein”, “Hereinabove”, “Hereinafter”, “Hereinbefore”, “Hereof”, “Hereto”, “Hereunder”, and any similar term, refer to this Contract and not solely to the particular portion thereof in which such word is used; “Heretofore” means before the stated date of this Contract; and, “Hereafter” means after the stated date of this Contract.

“Industrial User” - An industrial manufacturing process, trade, or business which generates water-carried wastes and is a source for the introduction of nondomestic pollutants into the System.

“Infiltration” - Includes any storm water, surface water or groundwater that enters a sanitary sewer collection system through broken or defective pipes, improper joints or connections, deteriorated manhole components, broken foundation drains or defective service laterals.

“Inflow” - Includes any storm water which gains access to a sanitary sewer collection system through direct sources, including, but not limited to vented manhole lids, downspouts, area drains, indirect storm sewer connections, storm sewer cross-connections and uncapped cleanouts below grade, roof drains, cellar or basement drains, sump pumps or yard drains.

“MDNR” - The Missouri Department of Natural Resources and any successor agency.

“Person” - A natural person, corporation or other entity; or two or more natural persons, corporations or other legal entities acting

jointly as a firm, partnership, unincorporated association, joint venturers, or otherwise.

“Pretreatment Program”- The documents (rules, regulations, ordinances, contracts, or agreements), procedures and funding mechanisms developed and adopted by the District in response to the requirements of Title 40, Code of Federal Regulations, Part 403 - “General Pretreatment Regulations for Existing and New Sources.”

“Raymore’s Sewer System”, “Raymore’s Sanitary Sewer System”, “Raymore’s Sewage Treatment Works” - Each means a system or other facilities owned by, or to be owned by, Raymore and connected to the System, which provides now or hereafter for the collection, treatment or disposal of sewage or wastewater or any combination thereof as permitted by law.

“Rate(s)” - Such charges as are recommended to the Board of Trustees by the Advisory Board and adopted by the Board of Trustees of the District and which shall always provide sufficient revenues for:

1. the operation and maintenance, including a reserve fund, of the System as set forth in the then current annual budget;
2. the payment of interest and principal on all Bonds of the District, issued to finance the System owned by the District, when the same become due;
3. the payments into the various Funds provided for in the Bond Documents; and
4. any deficiencies in said Funds, except that such rate or rates shall not provide for revenues in any one year which, together with other revenues received and

collected by the District and arising out of the use of the System by other Customers, Users, or others, exceeds the amounts required to be collected.

“Sanitary Sewer Overflow” - A condition in which the wastewater flow rate in a sewer system exceeds the capacity of the sewer to the extent that untreated raw wastewater is discharged to waters of the State.

“Sewage” - The spent water of a community which may be a combination of the liquid and water-carried wastes from residences, commercial buildings, industrial plants and institutions together with any groundwater, surface water, and storm water that may be present.

“System” - The interrelated physical components constituting the whole and including without limitation the interceptor trunk and connecting sewers, manholes, access junctions, metering, sampling and related structures, pump stations, treatment plants and support facilities, solid waste disposal systems and land, easements and rights-of-way, all as may be acquired or constructed by the District or acquired from others, whether interim or permanent facilities, whether existing or to be constructed to serve Raymore’s needs, and whether acquired or constructed as initially planned facilities, as extensions or replacements thereof or improvements thereto, all as necessary or appropriate to achieve the District’s purposes.

“Total Construction Contract Cost” - The total amount paid by the District for and referable to the completion of the System as extended from time to time.

“User” - Any government unit or legal entity who has or will have a service contract with the District.

“Wastewater” – Same as the definition for “Sewage” above.

B. Construction

This Contract, except where the context by clear implication herein otherwise requires, shall be construed as follows:

- (1) All interpretations and applications of this Service Contract shall be construed to apply only to the extent that the terms of this Service Contract impact the services provided by the District to Raymore.
- (2) Definitions include both singular and plural; pronouns include both singular and plural and cover all genders;
- (3) Articles, sections, subsections, paragraphs, and subparagraphs mentioned by number, letter and otherwise, correspond to the respective articles, sections, subsections, paragraphs and subparagraphs of this Contract so numbered or otherwise so designated;
- (4) In the event a controversy arises with respect to any of the terms or conditions contained herein or in the Bond Documents, the terms and conditions of said Bond Documents shall govern the rights of the parties hereto and, with respect to such terms and conditions of said Bond Documents, the District hereby covenants not to permit any amendment, modification or other revision of the Bond Documents which would impair the rights of Raymore without first obtaining the written consent of Raymore.

SECTION 103. Duration of the Contract

This Contract and each and every provision hereof shall remain in full force and effect with respect to the System until the District shall have paid and retired or shall have made due and adequate provision of the payment and retirement of all of the Bonds issued by the District in respect of the System, and thereafter until such time as:

- (1) no Bonds or any other debt of the District exists; and
- (2) the District and Raymore thereafter agree to terminate this Contract in writing.

SECTION 104. Successors

Subject to the terms and conditions of the Bond Documents, wherever the District or Raymore, as the case may be, is referred to herein, such provision shall be deemed to include the successors of the District or Raymore, as the case may be, whether so expressed or not. Subject to the terms and conditions of the Bond Documents, all of the covenants, stipulations, obligations and agreements by or on behalf of and other provisions for the benefit of the District or Raymore contained herein shall bind and shall inure to the benefit of such successors and shall bind and shall inure to the benefit of any officer, board, district, commission, authority, agent, or instrumentality to whom or to which there shall be transferred by or in accordance with law any powers, duty or function of the District or Raymore respectively, or of its successors, the possession of which is necessary or appropriate in order to comply with any such covenant, stipulation, obligation, agreement, or other provision hereof.

SECTION 105. Parties of Interest and Interest of Bondholders

Nothing in this Contract expressed or implied is intended or shall be construed to confer upon any person, firm or corporation, other than the parties hereto, the Trustees and the holders of the Bonds and the coupons thereunto appertaining, any rights, remedy or claim, legal or equitable, under or by reason of this Contract, this Contract being intended to be and being for the sole and exclusive benefit of the parties hereto, the Trustee and the holders from time to time of the Bonds and the coupons thereunto appertaining. For the purpose of providing payment of the principal of and interest on the Bonds, or for the enforcement of collection of revenue owed to the District, the District may pledge, assign and transfer the right to receive and collect Contract Sums provided for in the Contract, and from and after such pledge, assignment and transfer, such assignee shall have the District's rights and privileges hereunder to the extent and as conferred in such pledge, assignment and transfer.

SECTION 106. Bond Sale - Method

All Bonds sold or offered for sale to finance the System may be offered and sold either upon competitive bid or through negotiated sale.

ARTICLE II

CONSTRUCTION OF THE SYSTEM

SECTION 201. Construction of the System

The District shall have full discretion in determining the size, capacity, route and location of all trunk, interceptor and outlet sewers,

pumping and metering stations, treatment plant and outlet works or other structures.

The District shall not be deemed to be in default under the aforesaid covenant or any other applicable provision hereof if the construction of the System or any portion or extension thereof shall be delayed by the inability of the District or others to secure needed labor or materials, or by inclement weather which delays completion of the System, or by strikes, labor disputes, lockouts or like trouble among mechanics or laborers which delay construction of the System, or by acts of God, or by acts or neglect of Raymore or its agents or employees, or by regulations or restrictions imposed by any governmental agency or authority, or by fire or other similar catastrophe or other similar delay beyond the reasonable control of the District, its agents or contractors, or by the inability of the District to award construction contracts for construction of the System or any extension thereof for total bids that are within the estimated cost, or in the event of the inability of the District to issue Bonds to finance the System.

The System shall, upon completion, be free and clear of all liens and encumbrances of every kind and character which may arise in connection with the work of any character performed in connection with the System, including mechanics', laborers' and materialmen's liens and other liens of a similar nature. However, nothing in this Section 201 shall require the District to pay or cause to be discharged or to make provision for the payment of any such lien or encumbrance so long as the validity thereof shall be contested in good faith by appropriate legal proceedings. Before undertaking construction of any substantial part of the System, the plans and specifications for such construction shall be

submitted by the District to MDNR in order to obtain such permits or other approvals as are required by law.

SECTION 202. Additional Construction

All acquisitions, additions, alterations, re-construction, improvements or extensions to the System shall become a part of the System owned exclusively by the District.

SECTION 203. Financing of System by District

The District agrees to finance Total Construction Contract Costs of the System from the proceeds derived from the issuance of Bonds, from funds available from any federal, state or local source, from any other grants available from any source or from funds approved within the District annual budget.

SECTION 204. System Construction Account Established Pursuant to Bond Documents

Except for repayment of monies advanced by Raymore and except where required to make deposits into the Funds established pursuant to the Bond Documents and for reserves and costs of issuance, all proceeds of Bonds shall be immediately deposited by the District, upon receipt, into the Construction Funds established pursuant to the Bond Documents for payment of the cost of the System.

The District shall keep, or cause to be kept, separate records as it may deem appropriate for the System.

All monies held in the various Funds established in the Bond Documents shall, as nearly as may be practicable, be invested and reinvested.

SECTION 205. Inclusion of Claims

The District may pay as a part of Total Construction Contract Cost any claim against it arising from construction of the System or any extension as a result of a settlement acceptable to the District, or after the rendering of an award of such claim by court of competent jurisdiction. The District has the authority to include interest, court costs and legal fees, if any, in the payment of any such claim.

SECTION 206. Transfer of Funds

Promptly after the completion of the construction of the System and the payment of all System costs required to be paid, the District shall transfer or cause to be transferred, or encumber from the Construction Funds relating to the System, the amount of money, if any, remaining in such Construction Funds in accordance with and for application pursuant to the Bond Documents.

SECTION 207. Administrator and Consulting Engineer

A. Administrator

The Administrator shall have all powers authorized by the provisions of Chapter 204, Revised Statutes of Missouri, as now provided or as hereafter amended as well as such other powers authorized by the Board of Trustees of the District to the extent that such authorization is not inconsistent with Chapter 204.

B. Consulting Engineer

From the commencement of the design of the System until completion of the construction of the System, the District shall employ a Consulting Engineer whose duties shall be, among such other duties as may be imposed by the District, to be responsible for the design and to supervise the construction of the System and provide certain operational assistance as may be required, and to execute, from time to time, certificates appertaining thereto.

C. Filing Copies

Copies of the reports, estimates, or certificates of the Consulting Engineer, Administrator, and other employees, consultants or agents, as the case may be, and copies of the recommendations and estimates made, as hereinabove provided, shall be filed and remain upon file with the District for inspection by Raymore and other interested parties.

SECTION 208. Assignment of Grants

Except for any grants made to Raymore for and on its own behalf regarding other sewer work in process or to be done in the future and not a part of the System or any extension or improvement thereof, Raymore

hereby assigns to the District all right, title and interest in and to any grant made or to be made by the United States of America or any agency or instrumentality thereof or by the State or any agency or instrumentality thereof in respect to the System, and the District is hereby authorized by Raymore and the District hereby agrees with respect to any such grants made or to be made, to make such applications or other request for such grants, to enter into and perform any and all agreements required to comply with any applicable laws in respect thereof, and to take such other and further action as is required or permitted.

SECTION 209. Use of Grant Funds by the District

Any grant made or to be made to the District by the United States of America or any agency or instrumentality thereof or by the State or any agency or instrumentality thereof in respect to the System shall be used by the District in accordance with law as the Board of Trustees, in its discretion, may determine.

ARTICLE III

OPERATION AND MAINTENANCE OF THE SYSTEM

SECTION 301. Operation of the System

The District and Raymore shall take such action from time to time as is required to permit the System to receive, treat and dispose of wastewater delivered into the System by Raymore, and thereafter the District will operate and maintain the System so as to receive, treat and

dispose of wastewater in accordance with the terms and provisions hereof.

The District shall at all times, after the System or any part thereof is placed in operation, operate the System properly and in a sound and economical manner and shall maintain, preserve, and keep the same, or cause the same to be so maintained, preserved, and kept in good repair, order, and condition, and shall from time to time make or cause to be made all necessary and proper repairs, replacements and renewals so that at all times the operation of the System may be properly conducted in a sound and economical manner.

SECTION 302. Rules, Regulations and Other Details

The operation, use and services of the System shall be governed by "Regulations For Use", adopted by the Board on June 1, 1971, amended on January 14, 1982, and July 2, 1992, and June 1, 1994, and as may be further amended from time to time (hereinafter "Regulations for Use"). Said Regulations For Use are attached hereto as an Appendix to this Contract and made a part hereof by reference as much as if set forth, in full, and verbatim in this Contract at this point. The Pretreatment Program applies specifically to Industrial User discharges to the System or Raymore's Sewer System (See also Section 509 hereof). The District shall observe and perform all of the terms and conditions contained in the Act and the Bond Documents and shall comply with all valid acts, rules, regulations, orders and directives of any legislative, administrative or judicial body applicable to the System or the District.

SECTION 303. Regulation for Use: Raymore Discharge of Wastewater

Connections to the System shall be limited to Raymore's Sanitary Sewer System. Raymore's ordinance for "Regulation of Use" of its sanitary sewers shall be filed with and accepted by the District prior to making any connections to the System. Any amendment or changes proposed to standards accepted by the District shall be submitted for approval prior to adoption by Raymore.

All measurements for flow rate and sampling for wastewater testing shall be conducted by the District with facilities provided therefor at connection points to the System or at other locations in Raymore's Sanitary Sewer System in accordance with applicable provisions of the District's Regulations For Use.

If tests conducted by the District indicate wastewater discharged to the System exceeds the flow or quality criteria set forth in the District's Regulations For Use, the District may:

- a. Require pretreatment to an acceptable condition before discharge, in keeping with good engineering practices and the recommendations of the regulatory agencies;
- b. Require a surcharge payment to cover the added cost of treatment for characteristics outside the established limits, in keeping with good engineering practices and the recommendations of regulatory agencies;
- c. If the District's Pretreatment Program is applicable to Raymore and if included as part of the District's Pretreatment Program approved by MDNR, require a penalty payment within guidelines established by the Environmental

Protection Agency and MDNR for each occurrence where excessive peak flows, toxic substances, or other materials upset the treatment process to the extent that effluent standards are exceeded and such upsets occur on days that tests on wastewater from Raymore indicate the presence of such flows or substances. The District and Raymore recognize and agree that the District, as of the effective date of this Service Contract, has no authority to impose its own fines or penalties against Raymore, except as provided in the District's Pretreatment Program.

Should the District have validly imposed upon it a monetary penalty or fine by any court, agency or instrumentality of the State of Missouri or the United States of America having competent jurisdiction, and should such penalty be imposed because of some action or failure to take action on the part of Raymore with regard to its sewer system or the users thereof and whether or not the District has the right to enforce such compliance directly or indirectly, the District, in appropriate circumstances and in its sole business judgment, shall have the right to require Raymore to immediately reimburse the District for any monies so paid or so required to be paid because of said penalty or fine.

SECTION 304. Regulations for Use: Industrial User Discharge of Wastewater

This section shall not apply within the jurisdictional boundaries of a Raymore if the State of Missouri has designated that Raymore as a pretreatment control authority.

The parties recognize and acknowledge the District's right to the establishment, operation, administration, and enforcement of a publicly owned treatment works pretreatment program consistent with state and federal pretreatment standards, including inspection, monitoring, sampling, permitting and reporting programs and activities. The rules and regulations adopted by the Board of Trustees for a pretreatment program shall be applicable, and enforceable by civil, administrative or other actions within any territory served by the System or treatment facilities and against any municipality, subdistrict, district or industrial user who shall directly or indirectly discharge sewage or permit discharge of sewage into the System or treatment facilities.

The parties specifically authorize, recognize, and acknowledge the District's right to implement and enforce the Regulations for Use including its Pretreatment Program, as amended, promulgated pursuant to the Act and the applicable provisions of Title 40, Code of Federal Regulations, Part 403 as published in the Federal Register, (hereinafter "40 CFR Part 403") and further Raymore authorizes the District to perform technical and administrative duties necessary to implement and enforce the Regulations for Use and Pretreatment Program.

The parties acknowledge the District's right to implement and enforce all future laws and regulations as authorized or mandated by the Federal Clean Water Act and/or the Missouri Clean Water Act.

Because Industrial Users in Raymore's jurisdictional boundaries will or may contribute wastewater which includes industrial waste to the System, the parties agree to the following terms and conditions:

- (1) If Raymore has not already done so, Raymore agrees as soon as reasonably possible (but in no event later than 120 days

after the effective date hereof) to adopt a sewer ordinance or other governing rules (hereinafter "Ordinances") which acknowledges and grants to the District the responsibility to require and monitor compliance and respond to and remedy violations or other instances of noncompliance of the District's Regulations for Use and Pretreatment Program.

- (2) Whenever the District amends its Regulations for Use or Pretreatment Program, it will immediately notify Raymore. For purposes of this Section 304, immediate notification means the District will use its reasonable best efforts to forward a copy of any amendments within five (5) business days of enactment thereof. As soon as is reasonably possible (but in no event later than 120 days after receipt of the District's notice), Raymore agrees that it will enact, as appropriate, any necessary amendments to its Ordinances to make them at least as stringent as the Regulations for Use and Pretreatment Program, as amended.
- (3) The District and Raymore agree to periodically review the Regulations for Use, the Pretreatment Program, and Raymore's Ordinances, and use their reasonable best efforts to jointly draft and adopt equivalent amendments when deemed necessary for the effective administration and operation of the District's Regulations for Use. Either party, or MDNR, or the United States Environmental Protection Agency may request a joint review whenever deemed necessary.

- (4) If Raymore has not already done so, Raymore agrees as soon as reasonably possible (but in no event later than 120 days after the date hereof) to adopt "Local Limits" which address at least the same pollutant parameters and which are at least as stringent as the Local Limits enacted by the District and as set forth in the Regulations for Use and Pretreatment Program. If any revisions or additions are made to the District's Local Limits, the District will immediately notify Raymore. For purposes of this Section 304, immediate notification means the District will use its reasonable best efforts to forward a copy of any revisions or additions to the Local Limits within five (5) business days of enactment. As soon as reasonably possible (but in no event later than 120 days after receipt of the District's notice), Raymore agrees to adopt any revisions or additions made to the District's Local Limits.
- (5) The District, on behalf of Raymore, agrees to perform technical and administrative duties necessary to implement and enforce the Regulations for Use and the Pretreatment Program, including, but not limited to, the following: (i) determining the acceptability of industrial waste to the System from Industrial Users within Raymore's jurisdiction; (ii) providing technical services such as sampling and analysis of effluent from Industrial Users; (iii) permitting Industrial Users contributing to the System; (iv) conducting inspection and compliance monitoring of effluent from Industrial Users; and (v) performing enforcement for acts of

noncompliance of the District's Regulations for Use or the Pretreatment Program. In addition, the District is authorized, in accordance with the authority granted to it by Missouri law, to take emergency action to stop or prevent any discharge for any Industrial User which presents or may present an imminent danger to the health or welfare of humans, which reasonably appears to threaten the environment, or which threatens to materially interfere with the operation of the System.

- (6) The District shall assess Raymore all costs and expenses reasonably incurred in implementing and enforcing the Regulations for Use and Pretreatment Program on behalf of Raymore, in accordance with the provisions hereof.
- (7) Notwithstanding that certain Industrial Users within Raymore's jurisdictional boundaries with operational pretreatment programs approved by MDNR may be exempt from the Pretreatment Program, Raymore's discharges shall be controlled to the degree required by the Pretreatment Program, as approved by MDNR.
- (8) Upon Raymore's failure to control Industrial User discharges as provided above, then any additional cost or charge to the District resulting from said failure shall be borne entirely by Raymore.
- (9) Before Industrial Users located outside Raymore's jurisdictional boundaries are allowed to discharge into Raymore's Sewer System, Raymore agrees to negotiate and secure an agreement with such user. Such an agreement

shall be substantially equivalent to this Section 304, and a draft thereof shall be forwarded to the District for its reasonable approval prior to execution.

- (10) Any disputes arising out of this Contract shall be resolved in accordance with the applicable provisions hereof, which shall in no way limit the District's power to enforce requirements directly against Industrial Users using Raymore's Sewer System, nor shall it preclude the District from seeking other remedies against Raymore.
- (11) District and its authorized representatives are hereby granted the authority to enter the jurisdictional boundaries of Raymore to administer and enforce the Regulations for Use and Pretreatment Program as authorized in this Section 304. District shall indemnify and save harmless Raymore against all liabilities, judgments, costs, damages, expenses and attorneys' fees for loss, damage, or injury to person or property resulting from the administration and enforcement of the Regulations for Use and Pretreatment Program as authorized in this Section 304 caused by the negligent or intentional acts or omission of the District or its officers, employees or any other agents.
- (12) If i) the District reasonably believes that a violation of Raymore's Ordinances exists and ii) the alleged violation also violates the District's Regulations for Use and/or Pretreatment Program, the District shall have the authority to demand that Raymore commence enforcement of its Ordinances against an Industrial User or any other user of

Raymore's system, by sending written notice to Raymore stating the reasons for its belief that a violation exists and requesting that such enforcement by Raymore be commenced. Upon receipt of any such notice stating a reasonable belief that a violation exists, Raymore shall commence and diligently pursue enforcement of its Ordinances. The District shall assist Raymore with any inspection, monitoring, and sampling necessary to the enforcement action.

If the District gives such written notice, and Raymore fails to commence and diligently pursue enforcement of its Ordinances, then any additional cost or charge to the District, including fines and penalties, resulting from said failure shall be borne entirely by Raymore, provided that the failure of Raymore to obtain a conviction shall not be deemed a failure to commence and diligently pursue enforcement.

Any failure of the District to give any notices required under this Section within the time stated shall not excuse Raymore from complying with the terms of the notice once it is given.

SECTION 305. Inflow and Infiltration. The parties recognize and acknowledge the District's right to implement and enforce federal and state regulations delegated to and implemented by the District, as may become enacted to govern infiltration/inflow and reasonably prevent sanitary sewer overflows of the System.

The District and Raymore will each operate and maintain its own respective wastewater collection systems according to standard engineering and management practices, and in doing so, each will effectively police, monitor and control, to the most reasonable extent possible, its respective sanitary wastewater collection systems so as to preclude other than minor quantities of storm, surface or groundwater that is not intentionally admitted.

Raymore further agrees to maintain in effect ordinances prohibiting the connection of roof drains, porch drains, driveway drains, parking lot drains, footing drains and surface or ground water sump pumps to the sanitary wastewater collection system. Raymore agrees to notify District of any amendment to such ordinances. Raymore will further perform reasonable monitoring and inspection to avoid significant infiltration and inflow to Raymore's Sewer System. The Administrator shall meet annually with a representative of Raymore to establish mutually agreeable goals to reduce the infiltration and inflow to the District's wastewater collection system. Raymore shall advise District in writing of the name and address of its representative.

SECTION 306. Raymore's Sewer System and Connection to the District

Raymore, at its own expense and cost, will construct, install, and operate any and all improvements to its sewer system necessary to cause all sewage, originating in Raymore's Sewer System and also within the jurisdictional limits of the District except sewage flowing to sewage treatment and collection facilities currently in operation as of the effective date of this Service Contract, to deliver and discharge into the System and will keep its sewer system connected with the System.

Only sewage from such sewage collecting systems which are a part of Raymore's Sewer System shall be discharged into the System.

Raymore may deliver and discharge into the System sewage originating outside the District's jurisdictional limits by special agreement and consistent with contract limitations agreed to in writing by the District, including those areas set forth on Schedule E, if any.

Consistent with this Service Contract, Raymore shall retain full power and authority over its existing sewer system and full power and authority to provide additional sewer service inside its jurisdictional limits. Nothing herein shall be deemed to limit Raymore's power with regard to areas inside its jurisdictional limits but outside the jurisdictional limits of the District. Nothing herein shall be deemed to limit Raymore's authority to charge persons outside its jurisdictional limits for the use of Raymore's Sewer System.

Section 307. Connection to the District and Division of Costs

Raymore shall cause those portions of Raymore's Sewer System transporting sewage originating in Raymore's Sewer System and also within the District except sewage flowing to sewage treatment and collection facilities currently in operation as of the effective date of this Service Contract, to be connected with the System at the appropriate connecting points designated in Schedule A, Schedule B, Schedule C, and Schedule D, attached hereto and made a part hereof by reference as much as if set forth in full and verbatim in this Service Contract at this point (hereinafter sometimes referred to as the "List of Connecting Points"), upon notice from the District of the availability of connection points. Every such connection shall constitute and shall be operated by

the District as part of the System and shall include all such metering and other facilities as may be necessary to cause all sewage delivered at said point or points of connection to be measured and discharged into the System. Connections of Raymore's Sewer System to the System shall be limited to the locations designated in the List of Connecting Points or any other point or points requested by Raymore and approved by the District. The "List of Connecting Points" may be modified by written consent of the Contracting Party and the District.

The District will provide at the District's expense a connection point that will permit the flow of wastewater by gravity to the District via a junction structure or other facility for effecting the connection and will make provision for metering and sampling as a means of determining the quantity and characteristics of wastewater contributed at each location in Schedule A. The District will provide at the District's expense, a connection point that will permit the flow of wastewater by gravity to the District via a junction structure or other facility for effecting the connection at each location listed in Schedule B with metering and sampling to be provided at other District facilities. The District will provide at the District's expense a junction structure or other facility for effecting connection at each location listed in Schedule C. Metering and sampling facilities may or may not be provided at Schedule C connection points depending upon the feasibility of the measuring for payment by other methods. In the event a meter structure is required, Raymore will bear the cost of design and construction. Additional connections, if requested by Raymore, may be approved and furnished by the District provided Raymore bears the cost of design and construction of the junction structure or structures or other facility if required to connect,

meter, and sample flows contributed at that point. Such additional connections will be listed in Schedule D upon their approval by the District.

SECTION 308. Restrictions on Competing Systems or the Construction of Other Sewage Treatment Works

So long as this Contract is in effect, and except for sewage treatment and collection systems currently in operation as of the effective date of this Service Contract, to the extent such restriction is not prohibited by applicable law, Raymore shall not construct, grant, franchise or license a competing sewage treatment works for sewage originating within the District's boundaries, other than by the District; provided, however, that the District shall consent to such grant or construction in the event that each of the following conditions exist:

- a. It is reasonably projected that Raymore's sewage flow will exceed the District's capacity to receive and treat it within the time period needed to plan, design, finance and construct a treatment facility by Raymore;
- b. The construction of such sewage treatment works by Raymore or by any other person shall not impair the security for the payment of any Bonds of the District, including all Bonds of the District hereafter issued by or on behalf of the District; and
- c. The construction of such sewage treatment works by Raymore or by any other person shall be approved by MDNR.

SECTION 309. Insurance and Reconstruction

The District shall at all times maintain with responsible insurers all such insurance reasonably required and obtainable within limits and at costs deemed reasonable by the District as is customarily maintained with respect to sewage treatment works of like character against loss of or damage to the System, against use and occupancy, and against public and other liability to the extent at least reasonably necessary to protect the interest of the District and each holder of any Bond of the District, and also all such insurance as is required to indemnify and to save harmless Raymore against all liabilities, judgments, costs, damages, expenses, and attorneys' fees for loss, damage, or injury to person or property resulting from the operation or a failure of operation of the System caused by the negligence, including malfeasance or nonfeasance, or willful act of the District or its officers, employees, or any other agents. Any liability incurred by Raymore as a result of the operation of its sewer system shall be its sole liability. If any part of the System required for the performance of the obligations of the District pursuant hereto shall be damaged or destroyed, the District shall, as expeditiously as reasonably possible, commence and diligently prosecute the repair or replacement of the damaged property so as to restore the same to substantially the same condition as existed prior to the event causing such damage or destruction, with such changes, alterations and modifications (including the substitution and addition of additional property) as may be desired by the District and as will not impair the character of the System as a sewage treatment works. The proceeds of any insurance appertaining thereto shall be payable to the District and (except for proceeds of use insurance) shall be applied to the necessary

costs involved in such repair and replacement, and to the extent not so applied, if any Bonds issued by the District are outstanding, shall be applied to any deficiency in the Emergency Repair Fund established pursuant to the Bond Documents, and to the extent not so applied, shall be paid into the Revenue Fund. In the event the cost of such repair and replacement of the damaged property exceeds the proceeds of such insurance available for the payment of the same, if Bonds issued in respect to the System are outstanding, monies in the Emergency Repair Fund created and established in the Bond Documents in respect of the System shall be used to the extent necessary for such purposes.

SECTION 310. Covenant Against Waste

The District and Raymore covenant not to do or suffer or permit any waste or damage, disfigurement or injury to the System.

SECTION 311. Covenant Against Assignment, etc.

No part of the System shall be sold, leased or otherwise encumbered by the District, except as provided by law. However this restriction as stated herein does not prohibit a lease solely for the purpose of financing.

SECTION 312. Right of Inspection

The District covenants and agrees to permit Raymore and the authorized agents and representatives of Raymore to enter the System during usual business hours for the purpose of inspecting the same. As permitted by law, upon reasonable notice to Raymore, and the right of

Raymore to accompany, the District shall have the right but not the obligation to inspect Raymore's Sewer System.

SECTION 313. Records, Accounts and Audits

The District shall keep proper books of record and accounts (separate from all other records and accounts) in which complete and correct entries shall be made of its transactions relating to the System or any part thereof and of the Contract Sum and all other revenues or monies received by or due to the District. All books and papers of the District shall at all reasonable times be available for inspection by such persons as may be designated by Raymore, and copies thereof provided as reasonably requested by Raymore or their designee, the cost of such copies to be paid for by Raymore.

SECTION 314. No Vested Rights of Raymore in System

Raymore shall not acquire any vested rights in the System by reason of this Service Contract. All or any portion of the Contract Sums to be paid by Raymore shall be deemed to be current operating expenses of Raymore's Sewer System.

ARTICLE IV

DISTRICT'S OPERATION AND MAINTENANCE BUDGET

SECTION 401. Annual Operation and Maintenance Budget

The District's budget year shall be from October 1 to September 30 of the following calendar year. The District shall, not later than July 1 of each year, prepare and furnish copies to Raymore of a preliminary

annual budget of operating and maintenance expenses of the System for the ensuing twelve-month period commencing October 1. The District shall prepare such preliminary annual budget and every annual budget of such operating expenses, to the extent reasonably possible, so that operating and maintenance expenses may be determined from such budget. Every proposed annual budget shall set forth a statement of the sources of funds available to defray such expenditures included therein, including without limitation that portion of the Contract Sum to be paid by Raymore with respect to the costs of operation and maintenance of the System as set forth in the budget.

Not less than sixty (60) days before the beginning of the year for which such preliminary annual budget is prepared the District shall hold a public hearing at which any authorized representative of Raymore may appear and present any objection Raymore may have to the preliminary annual budget for such year. Notice of the time and place of such hearing shall be sent to Raymore at least ten (10) days before the date fixed for the hearing.

Prior to the first day of October following such public hearing, the District shall adopt an annual budget for such year, and the total expenditures thereof shall not exceed the total income for such year. Within ten (10) days after its adoption, excluding Saturdays, Sundays and Holidays, a copy of the annual budget shall be sent to the Mayor or the Chief Executive officer of Raymore and/or their designate.

If for any reason the District shall not have adopted the annual budget on or before the first day of October of any year, the proposed annual budget for the twelve months following October 1 shall be deemed to be in effect for such twelve-month period until the annual budget for

such twelve-month period is adopted; provided, however, that if the proposed annual budget for such twelve-month period has not been prepared, the annual budget for the preceding twelve-month period shall be deemed to be in effect for the ensuing twelve-month period until the proposed annual budget for such twelve-month period has been prepared.

The District may at any time adopt an amended annual budget for the then current twelve-month period, but no such amended annual budget shall supersede any prior budget until presented at a public hearing, as previously described.

The District will make provision in the annual budget for items of expenditure which are normally provided for by municipalities and other public bodies engaged in the operation of a similar project to the System, including, but not limited to, all administrative, legal and fiscal expenses.

SECTION 402. Limitations on Operation and Maintenance Expenses

The District shall not incur operation and maintenance expenses with respect to the System in any budget year in excess of the reasonable and necessary amount thereof. The District shall not expend any amount and shall not incur any indebtedness for operation and maintenance expenses in excess of the aggregate amount provided therefor in the annual budget or proposed annual budget (if any) then in effect, subject to the provisions of Section 401 hereof.

SECTION 403. Budget - Disagreement - Remedy

In the event that the operating budget or the budget of the whole for the ensuing year exceeds the prior year's budget by more than eight

percent (8%), Raymore shall have the right to, thirty (30) days prior to October 1 of the ensuing year, present to the Board of Trustees a written statement of reasons as to why the proposed budget is, in Raymore's opinion, unreasonable and unnecessary (hereinafter an "Original Statement of Reasons").

In the event Raymore properly submits an Original Statement of Reasons to the District, the District shall, upon receipt of an Original Statement of Reasons, forward a copy of the same to all Users. Each User may, within ten (10) days of receipt of such Original Statement of Reasons from the District, submit in writing to the District its own statement of reasons as to why the proposed budget is, in that User's opinion, unreasonable and unnecessary (hereinafter a "Supplemental Statement of Reasons"). The Original Statement of Reasons and any Supplemental Statement of Reasons for any one particular budget, shall be considered a single statement of reasons for purposes of resolution by arbitration, (hereinafter a "Combined Statement of Reasons") pursuant to this Section 403. If User elects not to, or fails to properly, submit either an Original Statement of Reasons or a Supplemental Statement of Reasons for a particular proposed budget, that User shall be bound by any final decision of an Arbitrator, pursuant to this Section 403.

The Original Statement of Reasons shall be promptly referred by the Board of Trustees to an Arbitrator mutually agreed upon by the District and User that filed the Original Statement of Reasons. The referral to an Arbitrator shall be made within ten (10) days after the District has sent a copy of the Original Statement of Reasons to all Users of the District. If the District and the User that submitted the Original Statement of Reasons are unable to mutually agree to an arbitrator

within such ten (10) day period, then the District shall apply to the Presiding Judge of the Circuit Court of Jackson County, Missouri for the immediate appointment of the Arbitrator.

The Combined Statement of Reasons shall also be submitted to the Arbitrator. The Arbitrator shall appoint a time and place for the hearing. The District shall cause notification to all Users to be served personally or by registered mail not less than five (5) days before the hearing. Appearances at the hearing waives such notice. The Arbitrator may adjourn the hearing from time to time as necessary and on request of a party and for good cause or upon their own motion may postpone the hearing to a time not later than the date fixed by this Contract for making the decision. The Arbitrator may herein determine the controversy upon the evidence produced notwithstanding the failure of the District or a User duly notified to appear. The Circuit Court of Jackson County, Missouri, upon application, may direct the Arbitrator to proceed promptly with the hearing and determination of the controversy. The District and any User submitting an Original Statement of Reasons or Supplemental Statement of Reasons are entitled to be heard, to present evidence material to the controversy and to cross-examine witnesses appearing at the hearing. The hearing shall be conducted by the Arbitrator who will determine all questions and render a final decision. The Arbitrator shall render the decision within ten (10) days after the hearing. In every event, the decision will be rendered by October 1 of that year, or the proposed budget shall automatically become the annual budget upon approval of the Board of Trustees. The expense and salary incident to the services of the Arbitrator shall be shared equally by the District and all Users; and the District's costs are

to be considered an operation expense. The District agrees to include the binding arbitration provisions of this Section 403 in any and all service contracts between the District and a User.

ARTICLE V
PAYMENT BY RAYMORE

SECTION 501. Agreement to Pay

Raymore agrees to pay the District for the treatment and disposal of its wastewater, as provided in Section 301 hereof, the Contract Sum provided for in Section 504 hereof. Raymore shall not, under any circumstances, be required to make the payments hereinafter provided for until Raymore connects to the System.

SECTION 502. Raymore's Source of Funds

The Contract Sum shall be paid by Raymore from an activity account as provided below. If the monies paid to the District from the account are not sufficient to fully pay the Contract Sum or any portion thereof when due, the amount remaining unpaid, plus any delinquent charge, shall be paid by Raymore from its other income, revenues and property, as may be necessary to fully pay the Contract Sum.

SECTION 503. Little Blue Valley Sewer District Account

Raymore has provided, or agrees hereby to provide, by an appropriate ordinance or other governing rules for the imposition, collection and segregation of a charge for the use of Raymore's Sewer System or any part thereof, said charge to be sufficient to provide, and

from time to time be revised to always be sufficient to provide within Raymore's activity account, containing sufficient funds to pay the Contract Sum; Raymore further agrees to annually budget and appropriate such monies to such account. Raymore may maintain other funds with the funds in the Little Blue Valley Sewer District account used to pay the Contract Sum. To the extent prohibited by applicable law, no payment of the Contract Sum by Raymore shall be from the "net revenues" of Raymore's Sewer System (as the term "net revenues" is defined in subsection 2 of Section 250.130 of the Revised Statutes of Missouri, 1994, as amended to 2001), with respect to revenue bonds, if any, now or hereafter issued by Raymore pursuant to Sections 250.010 to 250.250 both inclusive or any amendment or reenactment thereof).

SECTION 504. The Contract Sum

(a) Raymore's annual bill shall be comprised of Volume Related Costs, Administrative Costs, Meter Costs and Pretreatment Costs, as follows:

1. Volume Related Costs – Volume Related Costs are those costs directly attributable to the flow. These costs include Debt Service costs, certain Operation and Maintenance costs and other costs as may be approved by the Board of Trustees from time to time. Raymore's portion of the Volume Related Costs will be allocated based on Raymore's contributed percentage of the District's flow.

For the purpose of budget development and billing, Raymore's contributed annual flow will be projected based

on the linear regression from the preceding 20 quarters of Raymore's actual measured flow.

If, for any reason, 20 quarters of flow information is not available from Raymore, a linear regression, using available data, will be used to determine Raymore's contributed flow. The Board of Trustees shall review such projected flow calculation for reasonableness and determine any readjustments.

All Users' projected flow will be added together to determine the total projected flow of the District. This total projected flow for the District will then be divided into each User's projected flow to determine the percentage of Volume Related Costs to be billed to that User for the next fiscal year.

A preliminary allocation of Volume Related Costs shall be provided to Raymore at the time of approval of the Annual Budget. The final allocation will be based on a linear regression using the previous 20 quarters of flow ending September 30 of the prior fiscal year. No changes will be made to this allocation until the next fiscal year, unless approved by the Board of Trustees.

2. Administrative Costs – Administrative Costs are those costs that do not increase or decrease in relation to the volume of flow. These costs include administrative costs related to the conveyance system, User related costs, and other costs as determined and approved by the Board of Trustees from time

to time. These costs shall be divided among the Users of the District as shall be approved by the Board of Trustees. For the purpose of billing and budget development, the District will determine these costs each year for the following year's budget.

3. Meter Costs – Meter Costs are those costs associated with repair and maintenance of the District's meters and meter structures as approved by the Board of Trustees. These costs will be determined as part of the budget development process for the next fiscal year, and are to be allocated by dividing the number of each User's meters by the total number of meters in the System.
4. Pretreatment Costs – Pretreatment Costs are those costs associated with the District' pretreatment program as approved by the Board of Trustees. These costs are allocated to those Users who do not have a pretreatment program approved by the State of Missouri, as follows: a percent of the costs based on the percentages established in (a) above and a percent of the of the costs based on flow from Significant Industrial Users (SIU).

(b) The total of all such charges imposed by the District on all Users shall insure sufficient revenues for:

1. the operation, maintenance and reasonable reserves necessary for the System as set forth in the District's then current annual budget;
2. the payment of interest and principal of all Bonds of the District, issued to finance the System owned by the District, when the same become due;
3. the payment into various funds by the District as provided for in its Bond covenants; and
4. any deficiencies in said funds;

except that such charges shall not provide for revenues in any one year which exceed the amounts required to be collected or as budgeted by the Board of Trustees.

SECTION 505. Meter Reading and Calibration

This Section 505 is subject to change due to technological improvements in wastewater measurements. As needed, the District will change the flow charts at each meter structure, perform maintenance of flow measuring equipment, calculate flow quantities based on the flow readings, and perform a calibration of the meters. The District shall furnish Raymore with a written schedule of the date and location of each weekly visit if requested. Representatives of Raymore may accompany the District's staff and observe the calculation of the weekly flow and the meter calibration. Raymore shall, no later than ninety (90) days after the visit, advise the District in writing of any differences between Raymore's readings and those of the District.

As needed, the District's staff or a representative of the maintenance service contractor will calibrate and verify calibration of the

meter at each meter structure. Each Raymore shall be given twenty-four (24) hours notice of the time and place of said meter calibrations. Representatives of Raymore may accompany the District's staff and Contractor and observe the calibration of the meter. Raymore shall, no later than ninety (90) days after the visit, advise the District of any differences regarding the meter calibrations, and the parties shall attempt to resolve any such differences with the District.

Raymore shall have the right, at its own expense, to retain consultants to observe any of the above referred to operations.

Neither the failure of Raymore to observe the District's calculation of weekly flow or meter calibration, nor the failure of Raymore to advise the District and record in writing any differences between Raymore's readings or calibrations and those of the District shall effect the authority or ability of Raymore to dispute a billing in accordance with Section 510.

SECTION 506. Payment of Contract Sum

The Contract Sum shall be billed quarterly, following the budget quarter most recently completed as determined in Section 504. In all events, the quarterly billing shall be due and payable upon receipt by Raymore.

SECTION 507. Delinquent Payment of Raymore

Any Contract Sum not paid within sixty (60) days from the date of billing will be considered delinquent and an additional charge of one and one-half percent (1.5%) per month for each month or portion thereof that the bill remains delinquent will be added thereto. The District may

commence legal proceedings or available administrative proceedings against any User which is delinquent in the payment of the Contract Sum, and the District shall at all times diligently prosecute said proceedings to their conclusion. Should any other User become delinquent in the payment of its cost and charges for a period of twelve (12) months after the same shall become due and payable, Raymore may, in its discretion and upon default of the District, commence legal proceedings or available administrative proceedings against said delinquent User to recover said sum or sums then due in the name and on behalf of the District, and the proceeds of any sums collected shall be paid over to the District exclusive of costs and expenses of effecting said collection recovered in the proceedings. All sums recovered, whether by the District or by a User on behalf of the District, shall, after payment of reasonable costs of said proceedings, be returned to the non-delinquent Users in the proportion that the Contract Sum payment of the non-delinquent Users made up the deficiency of the delinquent User.

SECTION 508. Contracts With Others

No sewer district, county, municipality, or other entity shall be permitted to connect to the System unless it has first duly entered into a contractual agreement substantially in the same form as and providing for payment of Contract Sums as defined in this Contract.

SECTION 509. Raymore's User Charge System

In conformance with Section 204(b)(1)(A) of Public Law 92-500 and current Federal Regulations, or as subsequently amended, and Sections 503 and 707 of this Contract, Raymore is required, to the extent

permissible by applicable law, to establish and maintain a User Charge System which meets Federal User Charge Requirements. The purpose of Raymore's User Charge System is to ensure the adequate collection of revenues to support the operation, maintenance and replacement needs of the treatment works within the District's Service Area. By signing this Service Contract, Raymore specifically acknowledges its ongoing obligation to comply with applicable Federal User Charge Requirements.

The District is required by federal regulations and by the terms of its several federal grants for the construction of the System to ensure that each User's Service Contract contains the above provisions. Although the State or federal governments may have the authority to review and otherwise determine the acceptability of each User's User Charge System, this Section 509 shall in no way be construed as conferring on the District, and the District shall not have, any such right of review or approval of Raymore's User Charge System. Raymore shall maintain its User Charge System in accordance with applicable law.

SECTION 510. Resolution of Disputes

Any and all billing disputes, including the measurement of metered flow for purposes of computation of the Contract Sum that are unable to be resolved between the District and Raymore shall be referred to the Board of Trustees for disposition. Any and all documentation shall be made available to the Board concerning the dispute. Raymore shall have sixty (60) days from the date of receipt of District's annual audit to notify District that it is contesting a bill from that audit period. Failure by Raymore to notify the District, in writing, and to pay in full the undisputed portion of a bill within said sixty (60) day period shall

constitute a waiver on the part of Raymore and Raymore shall be deemed to have agreed to the accuracy of said bill. Upon receipt of notice of a contested bill, the disputed portion shall be referred to the Board for determination of the matter. The Board shall establish such procedures and policies as it reasonably deems necessary to resolve all disputes. If the Board of Trustees determines that Raymore is entitled to a reduction of its bill, then all other bills for the billing period in question shall be amended, showing the appropriate adjustment on the next regular billing cycle.

SECTION 511. Connection Fees

In addition to other sums payable by Raymore hereunder, Raymore agrees to pay to the District a "Connection Fee" for all future connections of Raymore's Sewer System to the System as such fee amounts are reasonably and equitably determined by the District from time to time during the term of this Contract.

ARTICLE VI

ABANDONMENT OF RAYMORE'S SEWER SYSTEM FACILITIES

SECTION 601. Abandonment Permitted

Raymore may, in its sole discretion, at any time, abandon, or in the alternative, continue to operate, maintain, and repair all or any part of those sewage treatment or disposal facilities constituting, at the time of the effective date of the Contract, a part of Raymore's Sewer System, subject however, to the provisions of Section 301, Section 306, Section 308 and Section 602 hereof, and any applicable laws or regulations.

SECTION 602. Notice of Abandonment

Raymore, prior to abandoning any such sewage treatment or disposal facilities referred to in Section 601 hereof, which abandonment will substantially increase the sewage received from Raymore's Sewer System by the District in its System, shall file with the District a written notice of Raymore's intention to abandon such facilities on the date specified in such notice at least one (1) year prior to the date so specified, said notice to set forth the estimated amount of the increase.

ARTICLE VII

MISCELLANEOUS

SECTION 701. Effective Date

The effective date of this Contract is the date as set out in the first paragraph of this document.

SECTION 702. Performing Duties

The District will faithfully and punctually perform all duties with respect to the System required by the Constitution and laws of the State and the United States and the resolutions of the Board of Trustees, and all Bond Documents. Similarly, Raymore will so perform all duties with respect to the System required by the Constitution, the laws of the State and the United States, and the Ordinances or other governing rules of Raymore, including but not limited to the prompt payment of the Contract Sums in respect of the System.

SECTION 703. Further Assurances

At any and all times, the District and Raymore shall (insofar as they may be authorized by law) pass, make, execute, acknowledge and deliver any and every such further resolution or ordinance (or other governing rule) respectively, and acts, deeds, conveyances, assignments, transfers and assurances as may be necessary or desirable to better assure, convey, grant, assign and confirm, all and singular, the Contract Sums in respect of the System, and other funds pledged or assigned, or intended so to be, of which the District or Raymore, as the case may be, may heretofore or hereafter become bound to pledge or to assign, as may be reasonable and required to carry out the purposes of any such Bond Document or ordinance (or other governing rule) and to comply with the Act. Raymore consents to and acknowledges the assignment of the Contract Sum to the Trustee as provided for in any Bond Document of the District authorizing the issuance of Revenue Bonds. The District shall at all times, to the extent permitted by law, defend, preserve and protect the pledge of the Contract Sum in respect of the System, respectively, and other funds pledged heretofore and hereafter, and all rights of every holder of any Bond against all claims and demands of all persons whomsoever.

SECTION 704. Limitations Upon Consent

Whenever, under the terms of the Contract, the District is authorized to give its written consent, the District in its discretion may give or may refuse such written consent; and if given, may restrict, limit or condition such consent in such manner as it shall deem advisable. Such written consent shall not be unreasonably withheld. Acceptance by

the District into the System from Raymore of sewage in the volume or with characteristics exceeding or violating any limit or restriction provided for by or pursuant to this Contract in one or more instances or under one or more circumstances shall not constitute a waiver of such limit or restriction or of any of the provisions of this Contract and shall not in any way obligate the District thereafter to accept or to make provisions for sewage delivered and discharged into the System in a volume or with characteristics exceeding or violating any such limit or restriction in any other instances or under any other circumstances.

SECTION 705. Form of Consent

All consents of any party required under this Contract shall be given in writing. Whenever under the terms of this Contract Raymore is authorized to give its consent, such consent may be given and shall be conclusively evidenced by a copy, certified by its City Clerk or other designated official and under its seal (if any), of an ordinance (or other governing rule) adopted by its governing body giving such consent. Whenever under the terms of this Contract the District is authorized to give its consent, such consent may be given and shall be conclusively evidenced by a copy, certified by its Secretary and under its seal, of a resolution adopted by the District and giving such consent.

SECTION 706. Bonds of the District

The Bonds of the District shall not, except to the extent herein provided and in the Bond Documents, be a debt of Raymore, nor shall Raymore be liable thereon.

SECTION 707. Conformity With The Laws And Regulations

Each party hereto agrees to abide by and to conform to all applicable laws and regulations of the United States of America, the State, or any political subdivision thereof having any jurisdiction in the premises, and the Regulations For Use set out in the Appendix hereto, as reasonably amended from time to time.

SECTION 708. Acts of God

No party hereto shall be responsible or liable in any way for Acts of God or any other act or acts or omissions beyond the control of such party which may in any way cause an interruption or a discontinuance of service appertaining to the System or to Raymore's Sewer System.

SECTION 709. Nonassignability

No party to this Contract may assign any interest herein to any person without the consent of all the other parties hereto at that time; and subject to the terms of the Bond Documents, the terms of this Contract shall inure to the benefit of and be binding upon the respective successors of each party hereto. Nothing herein contained, however, shall be construed as preventing the reorganization of any party hereto nor as preventing any other body corporate and politic succeeding to the rights, privileges, powers, immunities, liability, disabilities, functions and duties of a party hereto, as may be authorized by law, subject to the terms and conditions of the Bond Documents and in the absence of any prejudicial impairment of any obligation of contract hereby imposed.

SECTION 710. Amendments

Subject to and in accordance with the Bond Documents, this Contract may be amended from time to time by written agreement, duly authorized and executed by the parties hereto.

SECTION 711. Severability

If any provision of this Contract shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Contract and this Contract shall be construed and enforced as if such invalid or unenforceable provision had not been contained herein.

SECTION 712. Execution of Documents; Further Acts

This Contract may be executed at different times by the parties in any number of counterparts, any of which shall be regarded for all purposes as an original and all of which constitute but one and the same instrument. Each party agrees that it will execute any and all deeds, documents or other instruments, and take such other actions as are reasonably necessary to carry out and to give effect to the terms of this Contract.

SECTION 713. Waiver

No waiver by either party of any term or condition of this Contract shall be deemed or construed as a waiver of any other term or condition, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different section,

subsequent paragraph, clause, phrase, or other provision of this Contract.

SECTION 714. Remedies

If permitted by law, this Contract shall be specifically enforceable by any party hereto.

SECTION 715. Entirety

This Contract, inclusive of the Appendix “and Schedules “A”, “B”, “C”, “D” and “E”, which are attached hereto and made a part hereof, merges and supersedes all prior negotiations, representations, and agreements between the parties hereto relating to the subject matter hereof, and constitute the entire agreement between the parties hereto in respect thereof. Make sure references to attachments are correct.

SECTION 716. Applicable Law; Captions

This Contract shall be governed by and construed in accordance with the laws of the State of Missouri. The captions at the beginning of Articles, Sections and Subsections are used for convenience only and are not to be used in attempting to construe any part of this Contract.

SECTION 717. Joint Use Connection Points

Raymore accepts operational responsibility for any current joint use connection points and accepts future responsibility for any other joint use connection points as designated on the Schedules attached hereto. The parties agree that any designated joint use connection points are agreed to for engineering and technical purposes only. All

joint use agreements shall be reviewed and revised from time to time to take into account the District's regulations and charges.

SECTION 718. Injunctive Relief

Raymore shall provide injunctive relief at the request of the District to restrain the violation or attempted violation of any of the provisions of this Contract and all Appendices thereto. Upon failure of Raymore to act within ten (10) days of written request, District shall be authorized to so proceed, in Raymore's name, if necessary.

SECTION 719. Authority

Raymore shall have immediate and continuing right to discharge wastewater, or as otherwise permitted hereunder, into the District's System on condition that Raymore agrees to promptly enforce and cooperate with the District in the exercise of the District's enforcement of the restrictions, proscriptions, penalties and other terms provided for herein against any person discharging into the System in violation of the same. In default of Raymore's action at the District's request, Raymore authorizes the District to take all legal actions necessary to enforce the terms of this Contract and all Appendices thereto, in Raymore's name, if necessary.

SECTION 720. Notice

Any notice required by the terms of this Service Contract shall be sent via facsimile or certified mail, return receipt requested, as follows:

To the District: Executive Director
 Little Blue Valley Sewer District
 Administrative Building
 21101 78 Highway
 Independence, Missouri 64057
 Fax: 816-796-5910

To Raymore: Public Works Director
 P.O. Box 440
 Raymore, Mo. 64083
 Fax: 816- 331-8724

SECTION 721. Indemnification

The District shall indemnify and save harmless Raymore against all liabilities, judgments, costs, damages, expenses and attorneys' fees for loss, damage, or injury to person or property caused by the negligent or intentional acts or omission of the District or its officers, employees or any other agents.

THIS CONTRACT CONTAINS BINDING ARBITRATION PROVISIONS
[IN SECTION 403 CONCERNING DISTRICT BUDGET DISPUTES]
WHICH MAY BE ENFORCED BY THE PARTIES

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed on behalf of the District by the Chairman of the Board of Trustees, and attested to by the Secretary of the Board of Trustees, and on behalf of Raymore by its authorized representative at the dates shown respectively.

RAYMORE, MISSOURI

**LITTLE BLUE VALLEY
SEWER DISTRICT**

By: *C. P. [Signature]*
Mayor

By: *Kathryn Shields*
Chairman, Board of Trustees

Date: 12-12-01

Date: January 9, 2002

ATTEST:

ATTEST:

By: *[Signature]*
City Clerk

By: *[Signature]*
Secretary, Board of Trustees

Date: 12-12-01

Date: January 9, 2002

APPROVED AS TO FORM:

APPROVED

By: _____

By: *[Signature]*
Executive Director,
Administrator for The District

Schedule "A"

Initial Connection Points - Metering at this Location

The District will provide at the District's expense a connection point that will permit the flow of wastewater by gravity to the District via a junction structure or other facility for effecting the connection and will make provision for metering and sampling as a means of determining the quantity and characteristics of wastewater contributed at each location in Schedule A.

A metering station may be assigned by Raymore to another User of the District, upon written consent of Raymore, the User and the Administrator. The consent of the Administrator shall not be unreasonably withheld or delayed.

Note: Connection Points are as identified in the "Interceptor Connection Manual – 2000; Little Blue Valley Sewer District".

Raymore Connection Points:

Connection Points

890E-10 Kelly Road Meter Structure

Schedule "B"

Initial Connection Points - Metering Provided at Another Location

The District will provide at the District's expense, a connection point that will permit the flow of wastewater by gravity to the District via a junction structure or other facility for effecting the connection at each location listed in Schedule B with metering and sampling to be provided at other District facilities.

Note: Connection Points are as identified in the "Interceptor Connection Manual – 2000; Little Blue Valley Sewer District".

Raymore Connection Points:

Connection Points

890E-310
890E-320
890E-330
890E-340
890E-350
890E-360
890E-370
890E-380
890E-390
890E-400
890E-410
890E-420
890E-430
890E-440
890E-450
890E-460
890E-470
890E-480
890E-490
890E-500
890E-510
890E-520
890E-530
890E-540
890E-550
890E-550

890E-570
890E-580
890E-590
890E-600
890E-610
890E-620
890E-630
890E-640
890E-650
890E-530E-10
890E-530E-20
890E-530E-30
890E-530E-40
890E-530E-50
890E-530E-60
890E-530E-70
890E-530E-80
890E-530E-90

Schedule "C"

Future Connection Points - Metering to be at that Location

The District will provide at the District's expense a junction structure or other facility for effecting connection at each location listed in Schedule C. Metering and sampling facilities may or may not be provided at Schedule C connection points depending upon the feasibility of the measuring for payment by other methods. In the event a meter structure is required, Raymore will bear the cost of design and construction.

Note: Connection Points are as identified in the "Interceptor Connection Manual – 2000; Little Blue Valley Sewer District".

Raymore Connection Points:

Connection Points

890E-300 Lampkins Fork

Schedule "D"

Additional Connection Points

Note: Connection Points are as identified in the "Interceptor Connection Manual – 2000; Little Blue Valley Sewer District".

Raymore Connection Points:

None Identified

Schedule "E"

Certain Costs Paid by Raymore

None Identified



LITTLE BLUE VALLEY SEWER DISTRICT

Administration & Employee Services Bldg.
Atherton Wastewater Treatment Plant
21208 East Old Atherton Road
Independence, MO 64058

Oct. 26, 2020
City Council Meeting
Page 155 of 359
Phone: (816) 796-7660 or (816) 796-9191
Fax: (816) 656-2543

August 21, 2020

Your current service agreement outlines the methodology by which your rates for service are calculated using a linear projection of sewer flow data for the last 20 Quarters (5 years) to project your flow contribution for the coming year. It has long been a concern of several customers that this projected flow is extremely subject to flow variations due to wet weather and that the projected value is unpredictable and potentially inaccurate. As a result of these concerns the District hired a rate consultant to evaluate this methodology along with others and make a recommendation based upon accuracy. A recommendation was received that indicated that the District should change its methodology from a 20 quarter linear projection to a 5 year rolling average. This recommendation was considered and subsequently recommended by both the Technical Advisory Committee and the Mayors Advisory Board to the Board of Trustees. The Board of Trustees approved the recommendations and directed that amendments to each customer's service agreement be prepared and executed.

Please find the attached amendment to your service agreement with the Little Blue Valley Sewer District for your execution. This amendment has been prepared by the District's legal counsel at the direction of the District's Mayors Advisory Board and Board of Trustees with the assistance of the District's Technical Advisory Committee. It is requested that you expedite execution of this amendment and return it along with the minutes, resolution or ordinance authorizing its execution to Kim Best, Administrative/ HR Manager at best@lbvsd.org. It is necessary that all customers agree to this amendment by December of this year in order to implement the new methodology next fiscal year. If you have any questions or need any assistance from District staff in this effort please contact Jeff Shook, Executive Director at shook@lbvsd.org or by phone at 816-935-2696; Lisa O'Dell, Assistant Director, at odell@lbvsd.org or by phone at 816-854-0257 or Kim Best at best@lbvsd.org or by phone 816-299-4625.

We appreciate your attention to this matter.

Cordially,

Jeff Shook, Executive Director
Little Blue Valley Sewer District



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: October 12, 2020

SUBMITTED BY: Mike Krass

DEPARTMENT: Public Works

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

TITLE / ISSUE / REQUEST

Bill 3579 Middle Big Creek Sewer District Agreement

STRATEGIC PLAN GOAL/STRATEGY

4.3.1 Develop and implement long-term strategies to support City operations

FINANCIAL IMPACT

Award To: Middle Big Creek Sewer District
Amount of Request/Contract:
Amount Budgeted:
Funding Source/Account#:

PROJECT TIMELINE

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

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

Contract

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

This amended contract with the Middle Big Creek Sewer District will reflect the changes adopted with the Little Blue Valley Sewer District. The amendment will modify the billing methodology from a per connection basis to a metered flow basis.

BILL 3579

ORDINANCE

"AN ORDINANCE OF THE CITY OF RAYMORE MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE AN AMENDED AND RESTATED SERVICE CONTRACT FOR SEWER SERVICE WITH THE MIDDLE BIG CREEK SEWER DISTRICT "

WHEREAS, the City of Raymore, Missouri, has heretofore entered into a service contract with the Middle Big Creek Sewer District for operation of Maintenance of all Middle Big Creek plant facilities; and

WHEREAS, The Board of Trustees has approved a modification in billing methodology from connection based to metered flow based; and

WHEREAS, it is necessary to modify existing provisions in the various service agreements with all customers in order to implement this change; and

WHEREAS, the City of Raymore desires to execute the first amendment to the amended and restated service contract, a copy of which is attached hereto and made a part hereof.

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 execute the first amendment to the amended and restated service contract for sewer service with the Middle Big Creek Sewer District.

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 12TH DAY OF OCTOBER, 2020.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 26TH DAY OF OCTOBER, 2020, 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

**FIRST AMENDMENT TO
AMENDED AND RESTATED SERVICE CONTRACT
BETWEEN
LITTLE BLUE VALLEY SEWER DISTRICT
AND
RAYMORE, MISSOURI
MIDDLE BIG CREEK SUBDISTRICT**

THIS FIRST AMENDMENT TO AMENDED AND RESTATED SERVICE CONTRACT is entered into by and between LITTLE BLUE VALLEY SEWER DISTRICT, a body corporate and politic duly organized and existing under the laws of the State of Missouri (hereinafter referred to as the “District”), and RAYMORE, MISSOURI (hereinafter referred to as the “Raymore”), on or about _____ (hereinafter referred to as the “Contract”).

WITNESSETH:

WHEREAS, the parties hereto desire to amend the Contract.

NOW, THEREFORE, the parties agree to amend the Contract as follows:

1. Section 504(a)1 is hereby deleted and the following is inserted in lieu thereof:

SECTION 504. The Contract Sum

- (a) The Contract Sum shall be the proportionate charge from time to time imposed by the District on Raymore, which charge shall bear the same proportionate relationship to the total of all charges imposed by the District on all

consumers comprised of Volume Related Costs, Administrative Costs, Meter Costs and Pretreatment Costs, as follows:

1. Volume Related Costs - Volume Related Costs are those costs directly attributable to the flow. These costs include Debt Service Costs, certain Operation and Maintenance Costs and other costs as may be approved by the Board of Trustees from time to time. Raymore's portion of the Volume Related Costs will be allocated based on Raymore's contributed percentage of the District's flow.

For the purpose of budget development and billing, Raymore's contributed annual flow will be projected based on an amount equal to the average of the preceding 20 quarters of Raymore's actual measured flow times 4.

If, for any reason, 20 quarters of flow information is not available from Raymore, an annual average using available data will be used to determine Raymore's contributed flow. The Board of Trustees shall review such projected flow calculation for reasonableness and determine any readjustments.

All Users' projected flow will be added together to determine the total projected flow of the District. This total projected flow for the District will then be divided into each User's projected flow to determine the percentage of Volume Related Costs to be billed to that User for the next fiscal year.

A preliminary allocation of Volume Related Costs shall be provided to Raymore at the time of approval of the Annual Budget. The final

allocation will be based on an amount equal to the average of the previous 20 quarters of flow ending September 30 of the prior fiscal year times 4. No changes will be made to this allocation until the next fiscal year, unless approved by the Board of Trustees.

2. Section 720 is hereby amended to change the address of the Executive Director to 21208 East Old Atherton Road, Independence, Missouri 64058.

3. The parties hereto agree that neither party is in breach of the Contract at this time.

4. This Amendment shall not be effective until all of the Users have approved this Amendment.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed on behalf of the District by the Chairman of the Board of Trustees, and attested by the Secretary of the Board of Trustees, and on behalf of RAYMORE, MISSOURI, by its authorized representative at the on the dates shown respectively.

ATTEST:

LITTLE BLUE VALLEY SEWER DISTRICT

By _____
Secretary, Board of Trustees

By _____
Chairman, Board of Trustees

Date _____

Date _____

APPROVED AS TO FORM:

By _____
_____,
Administrator for the District

ATTEST:

RAYMORE, MISSOURI

By _____

Title _____

Date _____

By _____

Title _____

Date _____

APPROVED AS TO FORM:

By _____

AMENDED AND RESTATED
SERVICE CONTRACT

between

LITTLE BLUE VALLEY SEWER DISTRICT

and

RAYMORE, MISSOURI

MIDDLE BIG CREEK SUBDISTRICT

Dated:

August 12, 2002

AMENDED AND RESTATED SERVICE CONTRACT

between
LITTLE BLUE VALLEY SEWER DISTRICT
and
RAYMORE, MISSOURI

MIDDLE BIG CREEK SUBDISTRICT

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Signature Page

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AMENDED AND RESTATED SERVICE CONTRACT

Between

LITTLE BLUE VALLEY SEWER DISTRICT
Jackson and Cass Counties, Missouri

and

RAYMORE, MISSOURI

MIDDLE BIG CREEK SUBDISTRICT

THIS AMENDED AND RESTATED SERVICE CONTRACT dated as of the ____ day of _____, 2002, (regardless of when signed by the parties hereto), by and between LITTLE BLUE VALLEY SEWER DISTRICT (herein referred to as the "District"), a body corporate and politic duly organized and existing under the laws of the State of Missouri, and RAYMORE, MISSOURI, a municipal corporation (herein referred to as the "Public Entity").

WITNESSETH:

WHEREAS, pursuant to and in accordance with the provisions of Section 204.250, et seq. of the Revised Statutes of the State of Missouri, 1994, as amended to 2001, (herein referred to as the "Act"), the District has been duly created and is duly authorized, pursuant, to the Act, to undertake the planning, financing, construction, maintenance and operation of a common system of trunk sewers, sewage treatment plant and

related facilities including, without limitation, certain expanded facilities to be constructed by the District to serve certain areas within Jackson County and Cass County, Missouri (hereinafter referred to as the "System") those separate facilities to be constructed for the Middle Big Creek Subdistrict described below and sometimes referred to as the "MBC System"; and

WHEREAS, District, Public Entity and other public bodies have formed a subdistrict within the jurisdictional boundaries of the District, the Middle Big Creek Subdistrict ("MBC Subdistrict"), for the proper treatment and disposal of wastewater; and,

WHEREAS, the MBC Subdistrict is a "Customer" of the District, as such term is defined by Section 204.370, RSMo, and which has a service or user agreement with the District; and

WHEREAS, Public Entity is a part of the MBC Subdistrict; and,

WHEREAS, Public Entity entered into a service agreement with the District on September 25, 1995 (referred to as "Original Contract"); and

WHEREAS, Public Entity has the power to contract with the District in building sanitary sewers and related facilities; and,

WHEREAS, Public Entity is authorized, pursuant to the Act, to pay a reasonable charge to the District for wastewater disposal, such charges to be based upon such equitable means as employed by the District from time to time at the point of discharge to the System, such charge to be fixed at such rate that shall, together with all other revenues of the District, insure the provision of sufficient revenues for the operation, maintenance,

rehabilitation and restoration of the System and the payment of principal and interest on revenue bonds issued, or contemplated to be issued, by the District as provided in the Act and the Bond Documents or by any other financing source, as provided by law; and

WHEREAS, the District has the power and is authorized, pursuant to the Act, to issue its bonds in such principal amount as, in the opinion of the District and with the concurrence of the Advisory Board and as provided in the Act, shall be necessary to provide sufficient funds for achieving its purposes, including the acquisition and construction, improvement, extension and rehabilitation of the common sewer system and treatment plants, and other expenditures of the District incident to and necessary or convenient to carry out its purposes and powers; and

WHEREAS, in order to provide funds to pay a portion of the cost of the System, the District has issued and delivered certain original issue Sewer System Revenue Bonds consisting of Series "A", October 1, 1971, in the principal amount of Nine Million Dollars (\$9,000,000); Series "B", Sewer System Revenue Bonds 1998 Refunding Series A in the amount of Four Million Eight Hundred Sixty-Five Thousand Dollars (\$4,865,000) and Sewer System Revenue Bonds 1998 Refunding Series B in the amount of Twenty-One Million Two Hundred Ninety-Five Thousand Dollars (\$21,295,000) payable from and secured by revenues from the System; (to the extent now or hereafter outstanding all said original issue and refinancing bonds are hereinafter sometimes collectively referred to as the "Outstanding Bonds"),

and to the extent the same are outstanding during the term hereof the Outstanding Bonds represent continuing obligations of the District under the terms and provisions of Bond Documents duly adopted by the District prior to the issuance of the Outstanding Bonds, with copies of said Bond Documents being available at the District's General Offices; and,

WHEREAS, in order to provide funds to pay the costs of the MBC System, the District has issued and delivered its Sewerage System Revenue Bonds (State Revolving Fund Program - Middle Big Creek Subdistrict Project) Series 1995 and any additional parity bonds of the MBC System issued hereafter (the "MBC Bonds") which while outstanding during the term thereof, will represent continuing obligations of the District from revenues of the Subdistrict under the terms and provisions of Bond Documents duly adopted by the District prior to the issuance of the MBC Bonds, with copies of said MBC Bond Documents being available, or to be available, at the District's General Offices; and

WHEREAS, District has undertaken to review the existing infrastructure of the System and has approved a Facility Plan, dated August 2001, for improvement, expansion, rehabilitation and replacement of the System; and,

WHEREAS, the comprehensiveness of implementing the Facility Plan necessitates consideration of appropriate methods of financing such implementation, including the issuance of new Bonds or alternative sources of financing; and,

WHEREAS, the various Users of the District have participated in organized workshops and public meetings to review the proposed Facility Plan and to pursue various alternative financing; and,

WHEREAS, certain variations exist among the Service Agreements with District Users attributable to the conditions which existed at the time individual Service Agreements were entered into; and,

WHEREAS, it is necessary to modify existing provisions in the various service agreements with all Customers in order to resolve any differences within individual Service Agreements, however slight, to facilitate the financing of the improvement, rehabilitation and replacement of the System; and,

WHEREAS, the District has the right to condemn the land necessary for the operation of the System and the MBC System, or take an interest in real property sufficient for the location of the System or the MBC System thereon, free and clear of all liens and encumbrances which would materially affect the value or usefulness of such land or interest in real property for the intended use thereof; and

WHEREAS, the District herein agrees to promptly obtain all governmental approvals required by law for the acquisition, construction, ownership, operation, and maintenance of the System and the MBC System by the District; and

WHEREAS, the System and the MBC System will be for the primary benefit of the Users within the District and the MBC Subdistrict and for others connected to the Systems; and

WHEREAS, the District pledges to use its reasonable best efforts and resources to secure binding service contracts with all Users within the District's boundaries and with sewer systems tributary to the System or non-tributary sewer systems to the extent that the same can practically and economically be made a part of the System to maximize its efficient use and provide for the connection of, use of and payment for use of the System; and,

WHEREAS, it is the intention of the parties and all Users of the District that no change or modification be made which would impair any Outstanding Bonds or modify any current provisions for payment of such Outstanding Bonds now or in the future; and,

WHEREAS, nothing set forth in this AMENDED AND RESTATED SERVICE CONTRACT shall be construed in a manner to adversely affect the rights of the holders of any Outstanding Bonds.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

ARTICLE I

SHORT TITLE, DEFINITIONS AND GENERAL PROVISIONS

SECTION 101. Precedence; Short Title

This Amended and Restated Service Contract is an amendment and restatement of the Original Contract and shall supercede and have precedence over such Original Contract. Any Original Contract between Public Entity and the District is replaced in its entirety by this Service Contract. This Contract may be referred to as the "Service Contract" (herein sometimes designated as the "Contract").

SECTION 102. Meanings and Constructions

A. Definitions

All terms which are defined herein shall have the same meanings for all purposes of this Contract as amended and supplemented, and of any instrument or document appertaining hereto and whether or not such term is capitalized when used (except where the context by clear implication otherwise requires).

"Act" - The applicable provisions of Section 204 of the Revised Statutes of the State of Missouri, 1994, as amended to 2001.

"Administrator" - Regardless of the title used by the District, that person appointed by action of the Little Blue Valley Sewer District's Board of Trustees and who shall have all powers authorized by the

provisions of Chapter 204, Revised Statutes of Missouri, as now provided or as hereafter amended as well as such other powers authorized by the Board of Trustees of the District to the extent that such authorization is not inconsistent with Chapter 204.

“Advisory Board” - A board consisting of the mayor or chief executive officer or the authorized representative of every incorporated municipality, and a representative (authorized in writing to act in that capacity) of every subdistrict or private district which lies partially within the District and which operates a sewage collection system which will discharge sewage into the System.

“Annual Budget”- The budget or the amended budget for the operation and administration of the Little Blue Valley Sewer District for a twelve-month period commencing October 1 of each year and adopted by the District or in effect pursuant to Article IV hereof.

“Annual Subdistrict Budget” - The budget or the amended budget for the Middle Big Creek Subdistrict for a twelve-month period commencing October 1 of each year and adopted by the MBC Subdistrict or in effect pursuant to Article IV hereof.

“Bonds” - All Outstanding Bonds and the MBC Bonds issued by the District to date, and all subsequent bonds issued by it, or on its behalf, for the purpose of paying the cost of acquiring, constructing, improving or extending the System and, as applicable the MBC System, and all refunding bonds issued by it, or on its behalf, to refinance any such

Bonds. The term also includes Sewer System Revenue Bonds issued to date and all subsequent bonds issued for the purpose of paying the cost of acquiring, constructing, improving and extending a sewer system, including land and easements, interceptor sewer lines, sewage treatment facilities, and refunding bonds.

“Bond Documents” – The District’s bond resolutions and all subsequent bond resolutions approved by the Board of Trustees, together with all documents necessary for authorizing and directing the issuance of sewer system revenue bonds and sewer system refunding bonds for the purpose of paying the cost of acquiring, constructing, improving and extending a sewer system, including land and easements, interceptor sewer lines, and sewage treatment facilities.

“Connection” – A piped tie-in to the System which conveys sewage, may also be a piped tie-in to Public Entity’s Sewer System which conveys sewage.

“Consulting Engineer” - Any registered or licensed professional engineer, firm or professional corporation composed of such engineers, or an association thereof entitled to practice and practicing as such under the laws of the State of Missouri or any other state, selected, retained and compensated by the District but not in the regular employ or control of the District, including without limitation any successor of the present Consulting Engineer, if any.

“Contract Sum” - The amounts paid or required to be paid from time to time by Public Entity to the District pursuant to this Contract (Article V, Section 504).

“Customer” or “Customers” - As provided by Section 204.370, RSMo, “Customer” shall mean 1) a political subdivision within the District which has a service or user agreement with the District or 2) a duly created subdistrict.

“Hereby”, “Herein”, “Hereinabove”, “Hereinafter”, “Hereinbefore”, “Hereof”, “Hereto”, “Hereunder”, and any similar term, refer to this Contract and not solely to the particular portion thereof in which such word is used; “Heretofore” means before the stated date of this Contract; and, “Hereafter” means after the stated date of this Contract.

“Industrial User” - An industrial manufacturing process, trade, or business which generates water-carried wastes and is a source for the introduction of nondomestic pollutants into the Systems.

“Infiltration” - Includes any storm water, surface water or groundwater that enters a sanitary sewer collection system through broken or defective pipes, improper joints or connections, deteriorated manhole components, broken foundation drains or defective service laterals.

“Inflow” - Includes any storm water which gains access to a sanitary sewer collection system through direct sources, including, but not limited to vented manhole lids, downspouts, area drains, indirect storm sewer connections, storm sewer cross-connections and uncapped cleanouts

below grade, roof drains, cellar or basement drains, sump pumps or yard drains.

“MBC Advisory Board” - The authorized representative of every political subdivision which lies partially within the MBC Subdistrict and which operates or is served by a sewage collection system which will discharge sewage into the trunk sewers or the sewage facilities of the MBC System and representatives of all other political subdivision and of each county having territory within the MBC Subdistrict.

“MBC Bonds” - Includes Little Blue Valley Sewer District Sewerage System Revenue Bonds (State Revolving Fund Program - Middle Big Creek Subdistrict Project), Series 1995 and all subsequent bonds issued for the purpose of paying the cost of acquiring, constructing, improving and extending a sewer system, including land and easements, interceptor sewer lines, sewage treatment facilities, and any refunding bonds for the MBC Subdistrict.

“MBC Bond Documents” - The District’s bond resolutions and all subsequent bond resolutions approved by the Board of Trustees, together with all documents necessary for authorizing and directing the issuance of sewer system revenue bonds and sewer system refunding bonds for the purpose of paying the cost of acquiring, constructing, improving and extending the System or the MBC System, including land and easements, and interceptor sewer lines.

“MBC Subdistrict” - The Middle Big Creek Subdistrict that has been formed as a subdistrict of the District pursuant of the Act to gather, treat and dispose of wastewater and sewage.

“MDNR” - The Missouri Department of Natural Resources and any successor agency.

“Non-MBC Funding Procedures” - The rules, requirements or regulations established for the handling and disbursement of any funds received from the Environmental Protection Agency, the Corps of Engineers, the Missouri Department of Natural Resources or any other grants or funds available from any source to finance the MBC System.

“Person” - A natural person, corporation or other entity; or two or more natural persons, corporations or other legal entities acting jointly as a firm, partnership, unincorporated association, joint venturers, or otherwise.

“Pretreatment Program”- The documents (rules, regulations, ordinances, contracts, or agreements), procedures and funding mechanisms developed and adopted by the District in response to the requirements of Title 40, Code of Federal Regulations, Part 403 - “General Pretreatment Regulations for Existing and New Sources.”

“Public Entity’s Sewer System”, “Public Entity’s Sanitary Sewer System”, “Public Entity’s Sewage Treatment Works” - Each means a system or other facilities owned by, or to be owned by, Public Entity and connected to the MBC System, which provides now or hereafter for the collection,

treatment or disposal of sewage or wastewater or any combination thereof as permitted by law.

“Rate(s)” – Such charges as are recommended to the Board of Trustees by the Advisory Board and adopted by the Board of Trustees of the District for the operation and maintenance of the District and the MBC Subdistrict and which shall always provide sufficient revenues for:

1. the operation and maintenance, including a reserve fund, of the MBC System as set forth in the then current annual budget including the treatment charges of the System;
2. the payment of interest and principal on any MBC Bonds of the District, issued to finance the MBC System owned by the District, when the same become due;
3. the payments into the various Funds provided for in the Bond Documents including MBC Bond documents; and
4. any deficiencies in said Funds. Except that such rate or rates shall not provide for revenues in any one year which, together with other revenues received and collected by the District and arising out of the use of the System by other Customers, Users, or others, exceeds the amounts required to be collected.

“Sanitary Sewer Overflow” - A condition in which the wastewater flow rate in a sewer system exceeds the capacity of the sewer to

the extent that untreated raw wastewater is discharged to waters of the State.

“Sewage” - The spent water of a community which may be a combination of the liquid and water-carried wastes from residences, commercial buildings, industrial plants and institutions together with any groundwater, surface water, and storm water that may be present.

“System” - The interrelated physical components constituting the whole and including without limitation the interceptor trunk and connecting sewers, manholes, access junctions, metering, sampling and related structures, pump stations, treatment plants and support facilities, solid waste disposal systems and land, easements and rights-of-way, all as may be acquired or constructed by the District or acquired from others, whether interim or permanent facilities, whether existing or to be constructed, and whether acquired or constructed as initially planned facilities, as extensions or replacements thereof or improvements thereto, all as necessary or appropriate to achieve the District’s purposes.

“Systems” - Subject to context, Systems shall include both the District System and the MBC System.

“Total Construction Contract Cost” - The total amount paid by the District for and referable to the completion of the MBC System.

“User” - Any government unit or legal entity who has or will have a service contract with the District.

“Wastewater” – Same as the definition for “Sewage” above.

B. Construction

This Contract, except where the context by clear implication herein otherwise requires, shall be construed as follows:

- (1) All interpretations and applications of this Service Contract shall be construed to apply only to the extent that the terms of this Service Contract impact the services provided by the District to Public Entity.
- (2) Definitions include both singular and plural; pronouns include both singular and plural and cover all genders;
- (3) Articles, sections, subsections, paragraphs, and subparagraphs mentioned by number, letter and otherwise, correspond to the respective articles, sections, subsections, paragraphs and subparagraphs of this Contract so numbered or otherwise so designated;
- (4) In the event a controversy arises with respect to any of the terms or conditions contained herein or in the Bond Documents or the MBC Bond Documents, the terms and conditions of said Bond Documents or MBC Bond Documents shall govern the rights of the parties hereto and, with respect to such terms and conditions of said Bond Documents or MBC Bond Documents, the District hereby covenants not to permit any amendment, modification or other revision of the Bond Documents or

MBC Bond Documents which would impair the rights of Public Entity without first obtaining the written consent of Public Entity.

SECTION 103. Duration of the Contract

This Contract and each and every provision hereof shall remain in full force and effect with respect to the Systems until the District shall have paid and retired or shall have made due an adequate provision for the payment and retirement of all of the Bonds issued by the District in respect of the Systems, and thereafter until such time as:

- (1) no Bonds or any other debt of the District exists; and
- (2) the District and Public Entity thereafter agree to terminate this Contract in writing.

SECTION 104. Successors

Subject to the terms and conditions of the Bond Documents, wherever the District or Public Entity, as the case may be, is referred to herein, such provision shall be deemed to include the successors of the District or Public Entity, as the case may be, whether so expressed or not. Subject to the terms and conditions of the Bond Documents and the MBC Bond Documents, all of the covenants, stipulations, obligations and agreements by or on behalf of and other provisions for the benefit of the District or Public Entity contained herein shall bind and shall inure to the benefit of such successors and shall bind and shall inure to the benefit of

any officer, board, district, commission, authority, agent, or instrumentality to whom or to which there shall be transferred by or in accordance with law any powers, duty or function of the District or Public Entity respectively, or of its successors, the possession of which is necessary or appropriate in order to comply with any such covenant, stipulation, obligation, agreement, or other provision hereof.

SECTION 105. Parties of Interest and Interest of Bondholders

Nothing in this Contract expressed or implied is intended or shall be construed to confer upon any person, firm or corporation, other than the parties hereto, the Trustees and the holders of the Bonds (including MBC Bonds) and the coupons thereunto appertaining, any rights, remedy or claim, legal or equitable, under or by reason of this Contract, this Contract being intended to be and being for the sole and exclusive benefit of the parties hereto, the Trustee and the holders from time to time of the Bonds and the coupons thereunto appertaining. For the purpose of providing payment of the principal of and interest on the Bonds, or for the enforcement of collection of revenue owed to the District, the District may pledge, assign and transfer the right to receive and collect Contract Sums provided for in the Contract, and from and after such pledge, assignment and transfer, such assignee shall have the District's rights and privileges hereunder to the extent and as conferred in such pledge, assignment and transfer.

SECTION 106. Bond Sale - Method

All Bonds sold or offered for sale to finance the System, including the MBC System, may be offered and sold either upon competitive bid or through negotiated sale.

ARTICLE II

CONSTRUCTION OF THE MBC SYSTEM

SECTION 201. Construction of the MBC System

The District shall have full discretion in determining the size, capacity, route and location of all trunk, interceptor and outlet sewers, pumping and metering stations, treatment plant and outlet works or other structures.

The District shall not be deemed to be in default under the aforesaid covenant or any other applicable provision hereof if the construction of the MBC System or any portion or extension thereof shall be delayed by the inability of the District or others to secure needed labor or materials, or by inclement weather which delays completion of the MBC System, or by strikes, labor disputes, lockouts or like trouble among mechanics or laborers which delay construction of the MBC System, or by acts of God, or by acts or neglect of Public Entity or its agents or employees, or by regulations or restrictions imposed by any governmental agency or

authority, or by fire or other similar catastrophe or other similar delay beyond the reasonable control of the District, its agents or contractors, or by the inability of the District to award construction contracts for construction of the MBC System or any extension thereof for total bids that are within the estimated cost, or in the event of the inability of the District to issue MBC Bonds to finance the MBC System.

The MBC System shall, upon completion, be free and clear of all liens and encumbrances of every kind and character which may arise in connection with the work of any character performed in connection with the MBC System, including mechanics', laborers' and materialmen's liens and other liens of a similar nature. However, nothing in this Section 201 shall require the District to pay or cause to be discharged or to make provision for the payment of any such lien or encumbrance so long as the validity thereof shall be contested in good faith by appropriate legal proceedings. Before undertaking construction of any substantial part of the MBC System, the plans and specifications for such construction shall be submitted by the District to MDNR in order to obtain such permits or other approvals as are required by law.

SECTION 202. Additional Construction

All acquisitions, additions, alterations, re-construction, improvements or extensions to the MBC System shall become a part of the System owned exclusively by the District.

SECTION 203. Financing of MBC System by District

The District agrees to finance Total Construction Contract Costs of the MBC System from the proceeds derived from the issuance of MBC Bonds, from funds available from any federal, state or local source, from any other grants available from any source and covenants that said sum will be sufficient to pay said Total Construction Contract Costs with any funds from sources other than MBC Bonds herein referred to as Non-MBC Funding.

SECTION 204. MBC System Construction Account Established Pursuant to Bond Documents

Except for repayment of monies advanced by Public Entity and except where required to make deposits into the Funds established pursuant to the MBC Bond Documents and Non-MBC Bonds Funding Procedures and for reserves and costs of issuance, all proceeds of any MBC Bonds or Non-MBC Bonds Funding Procedures shall be immediately deposited by the District, upon receipt, into the Construction Funds established pursuant to the MBC Bond Documents or Non-MBC Bonds Funding Procedures for payment of the cost of the MBC System.

The District shall keep, or cause to be kept, separate records as it may deem appropriate for the MBC System.

All monies held in the various Funds established in the Bond Documents shall, as nearly as may be practicable, be invested and reinvested.

SECTION 205. Inclusion of Claims

The District may pay as a part of Total Construction Contract Cost any claim against it arising from construction of the MBC System or any extension as a result of a settlement acceptable to the District, or after the rendering of an award of such claim by a court of competent jurisdiction. The District has the authority to include interest, court costs and legal fees, if any, in the payment of any such claim.

SECTION 206. Transfer of Funds

Promptly after the completion of the construction of the MBC Systems and the payment of all MBC System costs required to be paid, the District shall transfer or cause to be transferred, or encumber from the Construction Funds relating to the MBC System, the amount of money, if any, remaining in such Construction Funds in accordance with and for application pursuant to the MBC Bond Documents or Non-MBC Bonds Funding Procedures.

SECTION 207. Administrator and Consulting Engineer

A. Administrator

The Administrator shall have all powers authorized by the provisions of Chapter 204, Revised Statutes of Missouri, as now provided or as hereafter amended as well as such other powers authorized by the Board of Trustees of the District to the extent that such authorization is not inconsistent with Chapter 204.

B. Consulting Engineer

From the commencement of the design of the MBC System until completion of the construction of the MBC System, the District shall employ a Consulting Engineer whose duties shall be, among such other duties as may be imposed by the District, to be responsible for the design and to supervise the construction of the MBC System and provide certain operational assistance as may be required, and to execute, from time to time, certificates appertaining thereto.

C. Filing Copies

Copies of the reports, estimates, or certificates of the Consulting Engineer, Administrator, and other employees, consultants or agents, as the case may be, and copies of the recommendations and estimates made, as hereinabove provided, shall be filed and remain upon file with the District for inspection by Public Entity and other interested parties.

SECTION 208. Assignment of Grants

Except for any grants made to Public Entity for and on its own behalf regarding other sewer work in process or to be done in the future and not a part of the MBC System or any extension or improvement thereof, Public Entity hereby assigns to the District all right, title and interest in and to any grant made or to be made by the United States of America or any agency or instrumentality thereof or by the State or any agency or instrumentality thereof in respect to the MBC System, and the District is hereby authorized by Public Entity and the District hereby agrees with respect to any such grants made or to be made, to make such applications or other request for such grants, to enter into and perform any and all agreements required to comply with any applicable laws in respect thereof, and to take such other and further action as is required or permitted.

SECTION 209. Use of Grant Funds by the District

Any grant made or to be made to the District by the United States of America or any agency or instrumentality thereof or by the State or any agency or instrumentality thereof in respect to the Systems shall be used by the District in accordance with law as the Board of Trustees, in its discretion, may determine.

SECTION 210. Information to and Recommendations from the MBC Advisory Board

The Board of Trustees of the District shall keep the MBC Advisory Board reasonably informed as to all phases of the planning and operations of the MBC Subdistrict, and the MBC Advisory Board shall have the right to make recommendations to the District Advisory Board as it deems advisable with regard to the construction and operation of the MBC System.

ARTICLE III

OPERATION AND MAINTENANCE OF THE SYSTEMS

SECTION 301. Operation of the System

The District and Public Entity shall take such action from time to time as is required to permit the System and the MBC System, a part thereof, to receive, treat and dispose of wastewater delivered into the MBC System by Public Entity, and thereafter the District will operate and maintain the System and the MBC System so as to receive, treat and dispose of wastewater in accordance with the terms and provisions hereof.

The District shall at all times, after the System and the MBC System or any part thereof are placed in operation, operate the same properly and in a sound and economical manner and shall maintain, preserve, and keep the same, or cause the same to be so maintained, preserved, and kept in good repair, order, and condition, and shall from time to time make or

cause to be made all necessary and proper repairs, replacements and renewals so that at all times the System and the MBC System may be properly operated in a sound and economical manner.

SECTION 302. Rules, Regulations and Other Details

The operation, use and services of the Systems shall be governed by "Regulations For Use", adopted by the Board on June 1, 1971, amended on January 14, 1982, and July 2, 1992, and June 1, 1994, and as may be further amended from time to time (hereinafter "Regulations for Use"). Said Regulations For Use are attached hereto as an Appendix to this Contract and made a part hereof by reference as much as if set forth, in full, and verbatim in this Contract at this point. The Pretreatment Program of the Regulations for Use applies specifically to Industrial User discharges to the Systems or Public Entity's Sewer System (See also Section 509 hereof). The District shall observe and perform all of the terms and conditions contained in the Act and the Bond Documents and the MBC Bond Documents or Non-MBC Bonds Funding Procedures and shall comply with all valid acts, rules, regulations, orders and directives of any legislative, administrative or judicial body applicable to the System and the MBC System or the District.

SECTION 303. Regulation for Use: Public Entity Discharge of Wastewater

Connections to the MBC System shall be limited to Public Entity's Sanitary Sewer System. Public Entity's ordinance for "Regulation of Use"

of its sanitary sewers shall be filed with and accepted by the District prior to making any connections to the MBC System. Any amendment or changes proposed to standards accepted by the District shall be submitted for approval prior to adoption by Public Entity.

All measurements for flow rate and sampling for wastewater testing shall be conducted by the District with facilities provided therefor at connection points to the Interceptor or at other locations in Public Entity's Sanitary Sewer System in accordance with applicable provisions of the District's Regulations For Use.

If tests conducted by the District indicate wastewater discharged to the System and the MBC System exceeds the flow or quality criteria set forth in the District's Regulations For Use, the District may:

- a. Require pretreatment to an acceptable condition before discharge, in keeping with good engineering practices and the recommendations of the regulatory agencies;
- b. Require a surcharge payment to cover the added cost of treatment for characteristics outside the established limits, in keeping with good engineering practices and the recommendations of regulatory agencies;
- c. If the District's Pretreatment Program is applicable to Public Entity and if included as part of the District's Pretreatment Program approved by MDNR, require a penalty payment within guidelines established by the Environmental Protection Agency

and MDNR for each occurrence where excessive peak flows, toxic substances, or other materials discharged into the Systems upset the treatment process to the extent that effluent standards are exceeded and such upsets occur on days that tests on wastewater from Public Entity indicate the presence of such flows or substances. The District and Public Entity recognize and agree that the District, as of the effective date of this Service Contract, has no authority to impose its own fines or penalties against Public Entity, except as provided in the District's Pretreatment Program.

Should the District have validly imposed upon it a monetary penalty or fine by any court, agency or instrumentality of the State of Missouri or the United States of America having competent jurisdiction, and should such penalty be imposed because of some action or failure to take action on the part of Public Entity with regard to its sewer system or the users thereof and whether or not the District has the right to enforce such compliance directly or indirectly, the District, in appropriate circumstances and in its sole business judgment, shall have the right to require Public Entity to immediately reimburse the District for any monies so paid or so required to be paid because of said penalty or fine.

SECTION 304. Regulations for Use: Industrial User Discharge of Wastewater

This section shall not apply within the jurisdictional boundaries of a Public Entity if the State of Missouri has designated that Public Entity as a pretreatment control authority.

The parties recognize and acknowledge the District's right to the establishment, operation, administration, and enforcement of a publicly owned treatment works pretreatment program consistent with state and federal pretreatment standards, including inspection, monitoring, sampling, permitting and reporting programs and activities. The rules and regulations adopted by the Board of Trustees for a pretreatment program shall be applicable, and enforceable by civil, administrative or other actions within any territory served by the Systems or treatment facilities and against any municipality, subdistrict, district or industrial user who shall directly or indirectly discharge sewage or permit discharge of sewage into the Systems or treatment facilities as defined in the Regulations for Use.

The parties specifically authorize, recognize, and acknowledge the District's right to implement and enforce the Regulations for Use including its Pretreatment Program, as amended, promulgated pursuant to the Act and the applicable provisions of Title 40, Code of Federal Regulations, Part 403 as published in the Federal Register, (hereinafter "40 CFR Part 403") and further Public Entity authorizes the District to perform technical and

administrative duties necessary to implement and enforce the Regulations for Use and Pretreatment Program.

The parties acknowledge the District's right to implement and enforce all present and future laws and regulations as authorized or mandated by the Federal Clean Water Act and/or the Missouri Clean Water Act.

Because Industrial Users in Public Entity's jurisdictional boundaries will or may contribute wastewater to the Systems which includes industrial waste, the parties agree to the following terms and conditions:

- (1) If Public Entity has not already done so, Public Entity agrees as soon as reasonably possible (but in no event later than 120 days after the effective date hereof) to adopt a sewer ordinance or other governing rules (hereinafter "Ordinances") which acknowledges and grants to the District the responsibility to require and monitor compliance and respond to and remedy violations or other instances of noncompliance of the District's Regulations for Use and Pretreatment Program.
- (2) Whenever the District amends its Regulations for Use or Pretreatment Program, it will immediately notify Public Entity. For purposes of this Section 304, immediate notification means the District will use its reasonable best efforts to forward a copy of any amendments within five (5) business days of enactment thereof. As soon as is reasonably possible (but in no event later than 120 days after receipt of the District's notice), Public Entity agrees that it will enact, as appropriate, any necessary amendments to its Ordinances to make them at least

as stringent as the Regulations for Use and Pretreatment Program, as amended.

- (3) The District and Public Entity agree to periodically review the Regulations for Use, the Pretreatment Program, and Public Entity's Ordinances, and use their reasonable best efforts to jointly draft and adopt equivalent amendments when deemed necessary for the effective administration and operation of the District's Regulations for Use. Either party, or MDNR, or the United States Environmental Protection Agency may request a joint review whenever deemed necessary.
- (4) If Public Entity has not already done so, Public Entity agrees as soon as reasonably possible (but in no event later than 120 days after the date hereof) to adopt "Local Limits" which address at least the same pollutant parameters and which are at least as stringent as the Local Limits enacted by the District and as set forth in the Regulations for Use and Pretreatment Program. If any revisions or additions are made to the District's Local Limits, the District will immediately notify Public Entity. For purposes of this Section 304, immediate notification means the District will use its reasonable best efforts to forward a copy of any revisions or additions to the Local Limits within five (5) business days of enactment. As soon as reasonably possible (but in no event later than 120

days after receipt of the District's notice), Public Entity agrees to adopt any revisions or additions made to the District's Local Limits.

- (5) The District, on behalf of Public Entity, agrees to perform technical and administrative duties necessary to implement and enforce the Regulations for Use and the Pretreatment Program, including, but not limited to, the following: (i) determining the acceptability of industrial waste to the Systems from Industrial Users within Public Entity's jurisdiction; (ii) providing technical services such as sampling and analysis of effluent from Industrial Users; (iii) permitting Industrial Users contributing to the Systems; (iv) conducting inspection and compliance monitoring of effluent from Industrial Users; and (v) performing enforcement for acts of noncompliance of the District's Regulations for Use and the Pretreatment Program. In addition, the District is authorized, in accordance with the authority granted to it by Missouri law, to take emergency action to stop or prevent any discharge for any Industrial User which presents or may present an imminent danger to the health or welfare of humans, which reasonably appears to threaten the environment, or which threatens to materially interfere with the operation of the Systems.

- (6) The District shall assess Public Entity all costs and expenses reasonably incurred in implementing and enforcing the Regulations for Use and Pretreatment Program on behalf of Public Entity, in accordance with the provisions hereof.
- (7) Notwithstanding that certain Industrial Users within Public Entity's jurisdictional boundaries with operational pretreatment programs approved by MDNR may be exempt from the Pretreatment Program, Public Entity's discharges shall be controlled to the degree required by the Pretreatment Program, as approved by MDNR.
- (8) Upon Public Entity's failure to control Industrial User discharges as provided above, then any additional cost or charge to the District resulting from said failure shall be borne entirely by Public Entity.
- (9) Before Industrial Users located outside Public Entity's jurisdictional boundaries are allowed to discharge into Public Entity's Sewer System, Public Entity agrees to negotiate and secure an agreement with such user. Such an agreement shall be substantially equivalent to this Section 304, and a draft thereof shall be forwarded to the District for its reasonable approval prior to execution.
- (10) Any disputes arising out of this Contract shall be resolved in accordance with the applicable provisions hereof, which shall

in no way limit the District's power to enforce requirements directly against Industrial Users using Public Entity's Sewer System, nor shall it preclude the District from seeking other remedies against Public Entity.

- (11) District and its authorized representatives are hereby granted the authority to enter the jurisdictional boundaries of Public Entity to administer and enforce the Regulations for Use and Pretreatment Program as authorized in this Section 304. District shall indemnify and save harmless Public Entity against all liabilities, judgments, costs, damages, expenses and attorneys' fees for loss, damage, or injury to person or property resulting from the administration and enforcement of the Regulations for Use and Pretreatment Program as authorized in this Section 304 caused by the negligent or intentional acts or omission of the District or its officers, employees or any other agents.
- (12) If i) the District reasonably believes that a violation of Public Entity's Ordinances exists and ii) the alleged violation also violates the District's Regulations for Use and Pretreatment Program, the District shall have the authority to demand that Public Entity commence enforcement of its Ordinances against

an Industrial User or any other user of Public Entity's System, by sending written notice to Public Entity stating the reasons for its belief that a violation exists and requesting that such enforcement by Public Entity be commenced. Upon receipt of any such notice stating a reasonable belief that a violation exists, Public Entity shall commence and diligently pursue enforcement of its Ordinances. The District, if requested, shall assist Public Entity with any inspection, monitoring, and sampling necessary to the enforcement action.

If the District gives such written notice, and Public Entity fails to commence and diligently pursue enforcement of its Ordinances, then any additional cost or charge to the District, including fines and penalties, resulting from said failure shall be borne entirely by Public Entity, provided that the failure of Public Entity to obtain a conviction shall not be deemed a failure to commence and diligently pursue enforcement.

Any failure of the District to give any notices required under this Section within the time stated shall not excuse Public Entity from complying with the terms of the notice once it is given.

SECTION 305. Inflow and Infiltration.

The parties recognize and acknowledge the District's right to implement and enforce federal and state regulations delegated to and

implemented by the District, as may become enacted to govern infiltration/inflow and reasonably prevent sanitary sewer overflows of the System or the MBC System. Public Entity has previously agreed to develop a report to reduce the inflow and infiltration entering Public Entity's System and took steps to reduce the problem before October 7, 1995.

The District and Public Entity will each operate and maintain its own respective wastewater collection systems according to standard engineering and management practices, and in doing so, each will effectively police, monitor and control, to the most reasonable extent possible, its respective sanitary wastewater collection systems so as to preclude other than minor quantities of storm, surface or groundwater that is not intentionally admitted.

Public Entity further agrees to maintain in effect Ordinances prohibiting the connection of roof drains, porch drains, driveway drains, parking lot drains, footing drains and surface or ground water sump pumps to the sanitary wastewater collection system. Public Entity agrees to notify District of any amendment to such Ordinances. Public Entity will further perform reasonable monitoring and inspection to avoid significant infiltration and inflow to Public Entity's Sewer System. The Administrator shall meet annually with a representative of Public Entity to establish mutually agreeable goals to reduce the infiltration and inflow to the District's wastewater collection system. Public Entity shall advise District in writing of the name and address of its representative.

SECTION 306. Public Entity's Sewer System and Connection to the District

Public Entity, at its own expense and cost, will construct, install, and operate any and all improvements to its sewer system necessary to cause all sewage, originating in Public Entity's Sewer System and also within the jurisdictional limits of the MBC Subdistrict, except sewage flowing to sewage treatment and collection facilities currently in operation as of the effective date of this Service Contract, to deliver and discharge into the System and the MBC System. Public Entity will keep its sewer system connected with the MBC System.

Only sewage from such sewage collecting systems which are a part of Public Entity's Sewer System within the MBC Subdistrict shall be discharged into the Systems.

Public Entity may deliver and discharge into the Systems sewage originating outside the District's jurisdictional limits by special agreement and consistent with contract limitations agreed to in writing by the District, including those areas set forth on Schedule E, if any.

Consistent with this Service Contract, Public Entity shall retain full power and authority over its existing sewer system and full power and authority to provide additional sewer service inside its jurisdictional limits. Nothing herein shall be deemed to limit Public Entity's power with regard to areas inside its jurisdictional limits but outside the jurisdictional limits of the MBC Subdistrict. Nothing herein shall be deemed to limit Public

Entity's authority to charge persons outside its jurisdictional limits for the use of Public Entity's Sewer System.

Section 307. Connection to the District and Division of Costs

Public Entity shall cause those portions of Public Entity's Sewer System transporting sewage originating in Public Entity's Sewer System and also within the MBC Subdistrict, except sewage flowing to sewage treatment and collection facilities currently in operation as of the effective date of this Service Contract, to be connected with the MBC System at the appropriate connecting points designated in Schedule A, Schedule B, Schedule C, and Schedule D, attached hereto and made a part hereof by reference as much as if set forth in full and verbatim in this Service Contract at this point (hereinafter sometimes referred to as the "List of Connecting Points"), upon notice from the District of the availability of connection points. Every such connection shall constitute and shall be operated by the District as part of the System and the MBC System and shall include all such metering and other facilities as may be necessary to cause all sewage delivered at said point or points of connection to be measured and discharged into the Systems. Connections of Public Entity's Sewer System to the Systems shall be limited to the locations designated in the List of Connecting Points or any other point or points requested by Public Entity and approved by the District. The "List of Connecting Points" may be modified by written consent of the Contracting Party and the District.

The District will provide at the District's expense a connection point that will permit the flow of wastewater by gravity to the District via a junction structure or other facility for effecting the connection and will make provision for metering and sampling as a means of determining the quantity and characteristics of wastewater contributed at each location in Schedule A. The District will provide at the District's expense, a connection point that will permit the flow of wastewater by gravity to the District via a junction structure or other facility for effecting the connection at each location listed in Schedule B with metering and sampling to be provided at other District facilities. The District will provide at the District's expense a junction structure or other facility for effecting connection at each location listed in Schedule C. Metering and sampling facilities may or may not be provided at Schedule C connection points depending upon the feasibility of the measuring for payment by other methods. In the event a meter structure is required, Public Entity will bear the cost of design and construction. Additional connections, if requested by Public Entity, may be approved and furnished by the District provided Public Entity bears the cost of design and construction of the junction structure or structures or other facility if required to connect, meter, and sample flows contributed at that point. Such additional connections will be listed in Schedule D upon their approval by the District.

SECTION 308. Restrictions on Competing Systems or the Construction of Other Sewage Treatment Works

So long as this Contract is in effect, and except for sewage treatment and collection systems currently in operation as of the effective date of this Service Contract, to the extent such restriction is not prohibited by applicable law, Public Entity shall not construct, grant, franchise or license a competing sewage treatment works for sewage originating within the MBC Subdistrict's boundaries, other than by the District; provided, however, that the District shall consent to such grant or construction in the event that each of the following conditions exist:

- a. It is reasonably projected that Public Entity's sewage flow will exceed the District's capacity to receive and treat it within the time period needed to plan, design, finance and construct a treatment facility by Public Entity;
- b. The construction of such sewage treatment works by Public Entity or by any other person shall not impair the security for the payment of any Bonds of the District, including all Bonds of the District hereafter issued by or on behalf of the District; and
- c. The construction of such sewage treatment works by Public Entity or by any other person shall be approved by MDNR.

SECTION 309. Insurance and Reconstruction

The District shall at all times maintain with responsible insurers all such insurance reasonably required and obtainable within limits and at costs deemed reasonable by the District as is customarily maintained with respect to sewage treatment works of like character against loss of or damage to the MBC System, against use and occupancy, and against public and other liability to the extent at least reasonably necessary to protect the interest of the District and each holder of any Bond or MBC Bond of the District, and also all such insurance as is required to indemnify and to save harmless Public Entity against all liabilities, judgments, costs, damages, expenses, and attorneys' fees for loss, damage, or injury to person or property resulting from the operation or a failure of operation of the MBC System caused by the negligence, including malfeasance or nonfeasance, or willful act of the District or its officers, employees, or any other agents. Any liability incurred by Public Entity as a result of the operation of its sewer system shall be its sole liability. If any part of the MBC System required for the performance of the obligations of the District pursuant hereto shall be damaged or destroyed, the District shall, as expeditiously as reasonably possible, commence and diligently prosecute the repair or replacement of the damaged property so as to restore the same to substantially the same condition as existed prior to the event causing such damage or destruction, with such changes, alterations and modifications (including the substitution and addition of additional property) as may be

desired by the District and as will not impair the character of the MBC System as a sewage treatment works. The proceeds of any insurance appertaining thereto shall be payable to the District and (except for proceeds of use insurance) shall be applied to the necessary costs involved in such repair and replacement, and to the extent not so applied, if any Bonds or MBC Bonds issued by the District are outstanding, shall be applied to any deficiency in the Emergency Repair Fund established pursuant to the MBC Bond Documents, and to the extent not so applied, shall be paid into the Revenue Fund. In the event the cost of such repair and replacement of the damaged property exceeds the proceeds of such insurance available for the payment of the same, if MBC Bonds issued in respect to the MBC System are outstanding, monies in the Emergency Repair Fund created and established in the MBC Bond Documents in respect of the MBC System shall be used to the extent necessary for such purposes.

SECTION 310. Covenant Against Waste

The District and Public Entity covenant not to do or suffer or permit any waste or damage, disfigurement or injury to the System or the MBC System.

SECTION 311. Covenant Against Assignment, etc.

No part of the MBC System shall be sold, leased or otherwise encumbered by the District, except as provided by law and any Bond Documents or Non-MBC Bonds Funding Procedures. However this restriction as stated herein does not prohibit a lease solely for the purpose of financing.

SECTION 312. Right of Inspection

The District covenants and agrees to permit Public Entity and the authorized agents and representatives of Public Entity to enter the MBC System during usual business hours for the purpose of inspecting the same. As permitted by law, upon reasonable notice to Public Entity, and the right of Public Entity to accompany, the District shall have the right but not the obligation to inspect Public Entity's Sewer System.

SECTION 313. Records, Accounts and Audits

The District shall keep proper books of record and accounts (separate from all other records and accounts) in which complete and correct entries shall be made of its transactions relating to the System and the MBC System or any part thereof and of the Contract Sum and all other revenues or monies received by or due to the District. All books and papers of the District shall at all reasonable times be available for inspection by such persons as may be designated by Public Entity, and copies thereof provided

as reasonably requested by Public Entity or their designee, the cost of such copies to be paid for by Public Entity.

SECTION 314. No Vested Rights of Public Entity in Systems

Public Entity shall not acquire any vested rights in the System or the MBC System by reason of this Service Contract. All or any portion of the Contract Sums to be paid by Public Entity shall be deemed to be current operating expenses of Public Entity's Sewer System.

SECTION 315. Abatement Order; Compliance

The district shall at all times use its reasonable best efforts to operate the System, including the MBC System a part thereof properly, and in a sound and economical manner under the Stipulation and Order for Replacement of Abatement Order No. 00795 dated July 22, 1992, issued by MDNR and Order and Dismissal of Appeal dated July 30, 1992, issued by the Missouri Clean Water Commission or any further proceedings pertaining thereto ("Abatement Order") and shall maintain, preserve, and keep the same, or cause the same to be so maintained, preserved and kept in good repair, order and condition and shall from time to time use its reasonable best efforts to make or cause to be made all necessary and proper repairs, replacements and renewals so that at all times the operation of the System, including the MBC System a part thereof, may be properly conducted in a sound and economical manner and as required by the

Abatement Order. Provided, however, that the District shall not be required to expend any funds in the performance of its duties hereunder with respect to the Abatement Order except as such funds are made available from the operation of the MBC System or by the MBC Subdistrict customers.

ARTICLE IV

DISTRICT'S OPERATION AND MAINTENANCE BUDGET

SECTION 401. Annual Operation and Maintenance Budget

The District's MBC budget year shall be from October 1 to September 30 of the following calendar year. The District shall, not later than July 1 of each year, prepare and furnish copies to Public Entity of a preliminary annual budget of operating and maintenance expenses of the MBC System for the ensuing twelve-month period commencing October 1. The District shall prepare such preliminary annual budget and every annual budget of such operating expenses, to the extent reasonably possible, so that operating and maintenance expenses may be determined from such budget. Every proposed annual budget shall set forth a statement of the sources of funds available to defray such expenditures included therein, including without limitation that portion of the Contract Sum to be paid by Public Entity with respect to the costs of operation and maintenance of the MBC System as set forth in the budget.

Not less than sixty (60) days before the beginning of the year for which such preliminary annual MBC budget is prepared, the District shall hold a public hearing at which any authorized representative of Public Entity may appear and present any objection Public Entity may have to the preliminary annual budget for such year. Notice of the time and place of such hearing shall be sent to Public Entity at least ten (10) days before the date fixed for the hearing.

Prior to the first day of October following such public hearing, the District shall adopt an annual MBC budget, which has been recommended by the MBC Advisory Board, for such year, and the total expenditures thereof shall not exceed the total income for such year. Within ten (10) days after its adoption, excluding Saturdays, Sundays and Holidays, a copy of the annual MBC budget shall be sent to the Mayor or the Chief Executive officer of Public Entity and/or their designate.

If for any reason the District shall not have adopted the annual MBC budget on or before the first day of October of any year, the proposed annual budget for the twelve months following October 1 shall be deemed to be in effect for such twelve-month period until the annual budget for such twelve-month period is adopted; provided, however, that if the proposed annual budget for such twelve-month period has not been prepared, the annual budget for the preceding twelve-month period shall be deemed to be in effect for the ensuing twelve-month period until the proposed annual budget for such twelve-month period has been prepared.

The District may at any time adopt an amended annual MBC Budget for the then current twelve-month period, but no such amended annual budget shall supersede any prior budget until presented to the MBC Advisory Board at a regularly scheduled meeting.

The District will make provision in the annual MBC budget for items of expenditure which are normally provided for by municipalities and other public bodies engaged in the operation of a similar project to the System, including, but not limited to, all administrative, legal and fiscal expenses.

SECTION 402. Limitations on Operation and Maintenance Expenses

The District shall not incur operation and maintenance expenses with respect to the MBC System in any budget year in excess of the reasonable and necessary amount thereof. The District shall not expend any amount and shall not incur any indebtedness for operation and maintenance expenses in excess of the aggregate amount provided therefor in the annual MBC Budget or proposed annual budget (if any) then in effect, subject to the provisions of Section 401 hereof. In preparing the annual MBC Budget, in addition to charges for operation and maintenance of the System attributable to the MBC Subdistrict, the District shall include a proportionate share of the District's costs of administration attributable to the MBC Subdistrict.

SECTION 403. Budget - Disagreement - Remedy

In the event that the operating MBC budget or the MBC budget of the whole for the ensuing year exceeds the prior year's MBC budget by more than ten percent (10%), Public Entity shall have the right to, thirty (30) days prior to October 1 of the ensuing year, present to the Board of Trustees a written statement of reasons as to why the proposed MBC budget is, in Public Entity's opinion, unreasonable and unnecessary (hereinafter an "Original Statement of Reasons").

In the event Public Entity properly submits an Original Statement of Reasons to the District, the District shall, upon receipt of an Original Statement of Reasons, forward a copy of the same to all Users. Each User may, within ten (10) days of receipt of such Original Statement of Reasons from the District, submit in writing to the District its own statement of reasons as to why the proposed MBC budget is, in that User's opinion, unreasonable and unnecessary (hereinafter a "Supplemental Statement of Reasons"). The Original Statement of Reasons and any Supplemental Statement of Reasons for any one particular MBC budget, shall be considered a single statement of reasons for purposes of resolution by arbitration, (hereinafter a "Combined Statement of Reasons") pursuant to this Section 403. If User elects not to, or fails to properly, submit either an Original Statement of Reasons or a Supplemental Statement of Reasons for a particular proposed MBC budget, that User shall be bound by any final decision of an Arbitrator, pursuant to this Section 403.

The Original Statement of Reasons shall be promptly referred by the Board of Trustees to an Arbitrator mutually agreed upon by the District and User that filed the Original Statement of Reasons. The referral to an Arbitrator shall be made within ten (10) days after the District has sent a copy of the Original Statement of Reasons to all Users of the District. If the District and the User that submitted the Original Statement of Reasons are unable to mutually agree to an arbitrator within such ten (10) day period, then the District shall apply to the Presiding Judge of the Circuit Court of Jackson County, Missouri for the immediate appointment of the Arbitrator.

The Combined Statement of Reasons shall also be submitted to the Arbitrator. The Arbitrator shall appoint a time and place for the hearing. The District shall cause notification to all Users to be served personally or by registered mail not less than five (5) days before the hearing. Appearances at the hearing waives such notice. The Arbitrator may adjourn the hearing from time to time as necessary and on request of a party and for good cause or upon their own motion may postpone the hearing to a time not later than the date fixed by this Contract for making the decision. The Arbitrator may herein determine the controversy upon the evidence produced notwithstanding the failure of the District or a User duly notified to appear. The Circuit Court of Jackson County, Missouri, upon application, may direct the Arbitrator to proceed promptly with the hearing and determination of the controversy. The District and any User submitting an Original Statement of Reasons or Supplemental Statement of Reasons

are entitled to be heard, to present evidence material to the controversy and to cross-examine witnesses appearing at the hearing. The hearing shall be conducted by the Arbitrator who will determine all questions and render a final decision. The Arbitrator shall render the decision within ten (10) days after the hearing. In every event, the decision will be rendered by October 1 of that year, or the proposed MBC Budget shall automatically become the annual MBC Budget upon approval of the Board of Trustees. The expense and salary incident to the services of the Arbitrator shall be shared equally by the District and all Users; and the District's costs are to be considered an operation expense. The District agrees to include the binding arbitration provisions of this Section 403 in any and all service contracts between the District and a User.

ARTICLE V

PAYMENT BY PUBLIC ENTITY

SECTION 501. Agreement to Pay

Public Entity agrees to pay the District for the treatment and disposal of its wastewater, as provided in Section 301 hereof, the Contract Sum provided for in Section 504 hereof. Public Entity shall not, under any circumstances, be required to make the payments hereinafter provided for until Public Entity connects to the MBC System.

SECTION 502. Public Entity's Source of Funds

The Contract Sum shall be paid by Public Entity from an activity account as provided below. If the monies paid to the District from the account are not sufficient to fully pay the Contract Sum or any portion thereof when due, the amount remaining unpaid, plus any delinquent charge, shall be paid by Public Entity from its other income, revenues and property, as may be necessary to fully pay the Contract Sum.

SECTION 503. Little Blue Valley Middle Big Creek Sewer Subdistrict Account

Public Entity has provided, or agrees hereby to provide, by an appropriate ordinance or other governing rules for the imposition, collection and segregation of a charge for the use of Public Entity's Sewer System or any part thereof, said charge to be sufficient to provide, and from time to time be revised to always be sufficient to provide within Public Entity's activity account, containing sufficient funds to pay the Contract Sum; Public Entity further agrees to annually budget and appropriate such monies to such account. Public Entity may maintain other funds with the funds in the Little Blue Valley Middle Big Creek Sewer Subdistrict Account used to pay the Contract Sum. To the extent prohibited by applicable law, no payment of the Contract Sum by Public Entity shall be from the "net revenues" of Public Entity's Sewer System (as the term "net revenues" is defined in subsection 2 of Section 250.130 of the Revised Statutes of

Missouri, 1994, as amended to 2001, with respect to revenue bonds, if any, now or hereafter issued by Public Entity pursuant to Sections 250.010 to 250.250 both inclusive or any amendment or reenactment thereof).

SECTION 504. The Contract Sum

(a) The Contract Sum shall be the proportionate charge from time to time imposed by the District on Public Entity, which charge shall bear the same proportionate relationship to the total of all charges imposed by the District on all MBC Subdistrict consumers as the volume of wastewater (together with any ground water, surface water, and storm water that may be present) discharged by the Public Entity into the District's MBC System, determined at the point of discharge into the District's MBC System and measured by the District's meters at the point of discharge, bears to the total volume of all wastewater (together with any ground water, surface water, and storm water that may be present) so measured and discharged into the District's MBC system by all consumers of the MBC Subdistrict, or if meter structures are not available or being used to measure such discharge, other equitable means such as those based on the number of Connections for a consumer may be used as reasonably determined by the District.

The total of all such charges imposed by the District on all MBC Subdistrict consumers shall insure sufficient revenues for:

1. the operation and maintenance of the MBC System as set forth in the District's then current annual MBC Budget, including the treatment charges of the System;

2. the payment of interest and principal of any MBC Bonds of the District, issued to finance the MBC System owned by the District, when the same become due;

3. the payment into various funds by the District as provided for in any Bond Covenants including MBC Bond covenants; and

4. any deficiencies in said funds.

Except such charges shall not provide for revenue in any one year which exceed the amounts required to be collected or as budgeted by the Board of Trustees.

(b) The annual bill for the MBC Subdistrict shall be comprised of Volume Related Costs, Administrative Costs, Meter Costs and Pretreatment Costs, as follows:

1. Volume Related Costs – Volume Related Costs are those costs directly attributable to the flow. These costs include Debt Service costs, certain Operation and Maintenance costs and other costs as may be approved by the Board of Trustees from time to time. MBC Subdistrict's portion of the Volume Related Costs will be allocated based on MBC Subdistrict's contributed percentage of the District's flow.

For the purpose of budget development and billing, MBC Subdistrict's contributed annual flow will be projected based on the linear regression from the preceding 20 quarters of MBC Subdistrict's actual measured flow.

If, for any reason, 20 quarters of flow information is not available from MBC Subdistrict, a linear regression, using available data, will be used to determine MBC Subdistrict's contributed flow. The Board of Trustees shall review such projected flow calculation for reasonableness and determine any readjustments.

All Users' projected flow will be added together to determine the total projected flow of the District. This total projected flow for the District will then be divided into each User's projected flow to determine the percentage of Volume Related Costs to be billed to that User for the next fiscal year.

A preliminary allocation of Volume Related Costs shall be provided to MBC Subdistrict at the time of approval of the Annual MBC Budget. The final allocation will be based on a linear regression using the previous 20 quarters of flow ending September 30 of the prior fiscal year. No changes will be made to this allocation until the next fiscal year, unless approved by the Board of Trustees.

2. Administrative Costs – Administrative Costs are those costs that do not increase or decrease in relation to the volume of flow. These costs include administrative costs related to the conveyance system, User related costs, and other costs as determined and approved by the Board of Trustees from time to time. These costs shall be divided among the Users of the District as shall be approved by the Board of Trustees. For the purpose of billing and budget development, the District will determine these costs each year for the following year’s budget.
3. Meter Costs – Meter Costs are those costs associated with repair and maintenance of the District’s meters and meter structures as approved by the Board of Trustees. These costs will be determined as part of the budget development process for the next fiscal year, and are to be allocated by dividing the number of each User’s meters by the total number of meters in the System.
4. Pretreatment Costs – Pretreatment Costs are those costs associated with the District’s pretreatment program as approved by the Board of Trustees. These costs are allocated to those Users who do not have a pretreatment program approved by the State of Missouri, as follows: a percent of the costs based on the percentages established above and a percent of

the of the costs based on flow from Significant Industrial Users (SIU).

SECTION 505. Meter Reading and Calibration

This Section 505 is subject to change due to technological improvements in wastewater measurements. In the event wastewater discharge is being measured by meter structures and, a(A)s needed, the District will change the flow charts at each meter structure, perform maintenance of flow measuring equipment, calculate flow quantities based on the flow readings, and perform a calibration of the meters. The District shall furnish Public Entity with a written schedule of the date and location of each weekly visit if requested. Representatives of Public Entity may accompany the District's staff and observe the calculation of the weekly flow and the meter calibration. Public Entity shall, no later than ninety (90) days after the visit, advise the District in writing of any differences between Public Entity's readings and those of the District.

As needed, the District's staff or a representative of the maintenance service contractor will calibrate and verify calibration of the meter at each meter structure. Public Entity shall be given twenty-four (24) hours notice of the time and place of said meter calibrations. Representatives of Public Entity may accompany the District's staff and Contractor and observe the calibration of the meter. Public Entity shall, no later than ninety (90) days after the visit, advise the District of any differences regarding the meter

calibrations, and the parties shall attempt to resolve any such differences with the District.

Public Entity shall have the right, at its own expense, to retain consultants to observe any of the above referred to operations.

Neither the failure of Public Entity to observe the District's calculation of weekly flow or meter calibration, nor the failure of Public Entity to advise the District and record in writing any differences between Public Entity's readings or calibrations and those of the District shall effect the authority or ability of Public Entity to dispute a billing in accordance with Section 510.

SECTION 506. Payment of Contract Sum

The Contract Sum shall be billed quarterly, following the budget quarter most recently completed as determined in Section 504. In all events, the quarterly billing shall be due and payable upon receipt by Public Entity.

SECTION 507. Delinquent Payment of Public Entity

Any Contract Sum not paid within sixty (60) days from the date of billing will be considered delinquent and an additional charge of one and one-half percent (1.5%) per month for each month or portion thereof that the bill remains delinquent will be added thereto. The District may

commence legal proceedings or available administrative proceedings against any User which is delinquent in the payment of the Contract Sum, and the District shall at all times diligently prosecute said proceedings to their conclusion. Should any other User become delinquent in the payment of its cost and charges for a period of twelve (12) months after the same shall become due and payable, Public Entity may, in its discretion and upon default of the District, commence legal proceedings or available administrative proceedings against said delinquent User to recover said sum or sums then due in the name and on behalf of the District, and the proceeds of any sums collected shall be paid over to the District exclusive of costs and expenses of effecting said collection recovered in the proceedings. All sums recovered, whether by the District or by a User on behalf of the District, shall, after payment of reasonable costs of said proceedings, be returned to the non-delinquent MBC Subdistrict Users in the proportion that the Contract Sum payment of the non-delinquent MBC Subdistrict Users made up the deficiency of the delinquent MBC Subdistrict User.

SECTION 508. Contracts With Others

No sewer district, county, municipality, or other entity shall be permitted to connect to the System or the MBC System unless it has first duly entered into a contractual agreement substantially in the same form as and providing for payment of Contract Sums as defined in this Contract.

SECTION 509. Public Entity's User Charge System

In conformance with Section 204(b)(1)(A) of Public Law 92-500 and current Federal Regulations, or as subsequently amended, and Sections 503 and 707 of this Contract, Public Entity is required, to the extent permissible by applicable law, to establish and maintain a User Charge System which meets Federal User Charge Requirements. The purpose of Public Entity's User Charge System is to ensure the adequate collection of revenues to support the operation, maintenance and replacement needs of the treatment works within the District's MBC Subdistrict Service Area. By signing this Service Contract, Public Entity specifically acknowledges its ongoing obligation to comply with applicable Federal User Charge Requirements.

The District is required by federal regulations (and may also be required by the terms of certain federal grants for the construction of the MBC System) and by the terms of its several federal grants for the construction of the MBC System to ensure that each MBC Subdistrict member's Service Contract contains the above provisions. Although the State or Federal governments may have the authority to review and otherwise determine the acceptability of each Public Entity's User Charge System, this Section 509 shall in no way be construed as conferring on the District, and the District shall not have, any such right of review or approval

of Public Entity's User Charge System. Public Entity shall maintain its User Charge System in accordance with applicable law.

SECTION 510. Resolution of Disputes

Any and all billing disputes, including the measurement of metered flow for purposes of computation of the Contract Sum, that are unable to be resolved between the District and Public Entity shall be referred to the Board of Trustees for disposition. Any and all documentation shall be made available to the Board concerning the dispute. Public Entity shall have sixty (60) days from the date of receipt of District's annual audit to notify District that it is contesting a bill from that audit period. Failure by Public Entity to notify the District, in writing, and to pay in full the undisputed portion of a bill within said sixty (60) day period shall constitute a waiver on the part of Public Entity and Public Entity shall be deemed to have agreed to the accuracy of said bill. Upon receipt of notice of a contested bill, the disputed portion shall be referred to the Board for determination of the matter. The Board shall establish such procedures and policies as it reasonably deems necessary to resolve all disputes. If the Board of Trustees determines that Public Entity is entitled to a reduction of its bill, then all other MBC bills for the billing period in question shall be amended, showing the appropriate adjustment on the next regular billing cycle.

SECTION 511. Connection Fees

In addition to other sums payable by Public Entity hereunder, Public Entity agrees to pay to the District a "Connection Fee" as reasonably and equitably determined by the District.

ARTICLE VI

ABANDONMENT OF PUBLIC ENTITY'S SEWER SYSTEM FACILITIES

SECTION 601. Abandonment Permitted

Public Entity may, in its sole discretion, at any time, abandon, or in the alternative, continue to operate, maintain, and repair all or any part of those sewage treatment or disposal facilities constituting, at the time of the effective date of the Contract, a part of Public Entity's Sewer System, subject however, to the provisions of Section 301, Section 306, Section 308 and Section 602 hereof, and any applicable laws or regulations.

SECTION 602. Notice of Abandonment

Public Entity, prior to abandoning any such sewage treatment or disposal facilities referred to in Section 601 hereof, which abandonment will substantially increase the sewage received from Public Entity's Sewer System by the District in its MBC System, shall file with the District a written notice of Public Entity's intention to abandon such facilities on the

date specified in such notice at least one (1) year prior to the date so specified, said notice to set forth the estimated amount of the increase.

ARTICLE VII
MISCELLANEOUS

SECTION 701. Effective Date

The effective date of this Contract is the date as set out in the first paragraph of this document.

SECTION 702. Performing Duties

The District will faithfully and punctually perform all duties with respect to the System, and the MBC System a part thereof, required by the Constitution and laws of the State of Missouri and the United States and the resolutions of the Board of Trustees, and all Bond Documents and any MBC Bond documents or any Non-MBC Bonds Funding Procedures. Similarly, Public Entity will so perform all duties with respect to the System and the MBC System required by the Constitution, the laws of the State of Missouri and the United States, and the ordinances or other governing rules of Public Entity, including but not limited to the prompt payment of the Contract Sums in respect of the MBC System.

SECTION 703. Further Assurances

At any and all times, the District and Public Entity shall (insofar as they may be authorized by law) pass, make, execute, acknowledge and deliver any and every such further resolution or ordinance (or other governing rule) respectively, and acts, deeds, conveyances, assignments, transfers and assurances as may be necessary or desirable to better assure, convey, grant, assign and confirm, all and singular, the Contract Sums in respect of the MBC System, and other funds pledged or assigned, or intended so to be, of which the District or Public Entity, as the case may be, may heretofore or hereafter become bound to pledge or to assign, as may be reasonable and required to carry out the purposes of any such MBC Bond Document or Non-MBC Bonds Funding Procedures or ordinance (or other governing rule) and to comply with the Act. Public Entity consents to and acknowledges the assignment of the Contract Sum to the Trustee as provided for in any MBC Bond Document of the District authorizing the issuance of MBC Revenue Bonds or such other assignment of the Contract Sum as may be required by any Non-MBC Bonds Funding Procedures. The District shall at all times, to the extent permitted by law, defend, preserve and protect the pledge of the Contract Sum in respect of the MBC System, respectively, and other funds pledged heretofore and hereafter, and all rights of every holder of any MBC Bond against all claims and demands of all persons whomsoever.

SECTION 704. Limitations Upon Consent

Whenever, under the terms of the Contract, the District is authorized to give its written consent, the District in its discretion may give or may refuse such written consent; and if given, may restrict, limit or condition such consent in such manner as it shall deem advisable. Such written consent shall not be unreasonably withheld. Acceptance by the District into the MBC System from Public Entity of sewage in the volume or with characteristics exceeding or violating any limit or restriction provided for by or pursuant to this Contract in one or more instances or under one or more circumstances shall not constitute a waiver of such limit or restriction or of any of the provisions of this Contract and shall not in any way obligate the District thereafter to accept or to make provisions for sewage delivered and discharged into the MBC System in a volume or with characteristics exceeding or violating any such limit or restriction in any other instances or under any other circumstances.

SECTION 705. Form of Consent

All consents of any party required under this Contract shall be given in writing. Whenever under the terms of this Contract Public Entity is authorized to give its consent, such consent may be given and shall be conclusively evidenced by a copy, certified by its City Clerk or other designated official and under its seal (if any), of an ordinance (or other governing rule) adopted by its governing body giving such consent.

Whenever under the terms of this Contract the District is authorized to give its consent, such consent may be given and shall be conclusively evidenced by a copy, certified by its Secretary and under its seal, of a resolution adopted by the District and giving such consent.

SECTION 706. Bonds of the District

The Bonds and MBC Bonds, if any, of the District shall not, except to the extent herein provided and in the Bond Documents or the MBC Bond Documents, be a debt of Public Entity, nor shall Public Entity be liable thereon.

SECTION 707. Conformity With The Laws And Regulations

Each party hereto agrees to abide by and to conform to all applicable laws and regulations of the United States of America, the State, or any political subdivision thereof having any jurisdiction in the premises, and the Regulations For Use set out in the Appendix hereto, as reasonably amended from time to time.

SECTION 708. Acts of God

No party hereto shall be responsible or liable in any way for Acts of God or any other act or acts or omissions beyond the control of such party which may in any way cause an interruption or a discontinuance of service

appertaining to the System, or the MBC System a part thereof, or to Public Entity's Sewer System.

SECTION 709. Nonassignability

No party to this Contract may assign any interest herein to any person without the consent of all the other parties hereto at that time; and subject to the terms of the MBC Bond Documents or any Non-MBC Bonds Funding Procedures, the terms of this Contract shall inure to the benefit of and be binding upon the respective successors of each party hereto. Nothing herein contained, however, shall be construed as preventing the reorganization of any party hereto nor as preventing any other body corporate and politic succeeding to the rights, privileges, powers, immunities, liability, disabilities, functions and duties of a party hereto, as may be authorized by law, subject to the terms and conditions of the MBC Bond Documents and in the absence of any prejudicial impairment of any obligation of contract hereby imposed.

SECTION 710. Amendments

Subject to and in accordance with the MBC Bond Documents or Non-MBC Bond Funding Procedures, this Contract may be amended from time to time by written agreement, duly authorized and executed by the parties hereto.

SECTION 711. Severability

If any provision of this Contract shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Contract and this Contract shall be construed and enforced as if such invalid or unenforceable provision had not been contained herein.

SECTION 712. Execution of Documents; Further Acts

This Contract may be executed at different times by the parties in any number of counterparts, any of which shall be regarded for all purposes as an original and all of which constitute but one and the same instrument. Each party agrees that it will execute any and all deeds, documents or other instruments, and take such other actions as are reasonably necessary to carry out and to give effect to the terms of this Contract.

SECTION 713. Waiver

No waiver by either party of any term or condition of this Contract shall be deemed or construed as a waiver of any other term or condition, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different section, subsequent paragraph, clause, phrase, or other provision of this Contract.

SECTION 714. Remedies

If permitted by law, this Contract shall be specifically enforceable by any party hereto.

SECTION 715. Entirety

This Contract, inclusive of the Appendix and Schedules "A", "B", "C", "D" and "E", which are attached hereto and made a part hereof, merges and supersedes all prior negotiations, representations, and agreements between the parties hereto relating to the subject matter hereof, including, without limitation, any Interim Service Contract between the District and Public Entity with respect to the providing of similar services to those described herein prior to the formation of the MBC Subdistrict, and constitutes the entire agreement between the parties hereto in respect thereof.

SECTION 716. Applicable Law; Captions

This Contract shall be governed by and construed in accordance with the laws of the State of Missouri. The captions at the beginning of Articles, Sections and Subsections are used for convenience only and are not to be used in attempting to construe any part of this Contract.

SECTION 717. Joint Use Connection Points

Public Entity accepts operational responsibility for any current joint use connection points and accepts future responsibility for any other joint

use connection points as designated on the Schedules attached hereto. The parties agree that any designated joint use connection points are agreed to for engineering and technical purposes only. All joint use agreements shall be reviewed and revised from time to time to take into account the District's regulations and charges.

SECTION 718. Injunctive Relief

Public Entity shall provide injunctive relief at the request of the District to restrain the violation or attempted violation of any of the provisions of this Contract and all attachments thereto. Upon failure of Public Entity to act within ten (10) days of written request, District shall be authorized to so proceed, in Public Entity's name, if necessary.

SECTION 719. Authority

Public Entity shall have immediate and continuing right to discharge wastewater originating in the Middle Big Creek Subdistrict watershed, or as otherwise permitted hereunder, into the District's interceptor on condition that Public Entity agrees to promptly enforce and cooperate with the District in the exercise of the District's enforcement of the restrictions, proscriptions, penalties and other terms provided for herein against any person discharging into the System, or the MBC System a part thereof, in violation of the same. In default of Public Entity's action at the District's request, Public Entity authorizes the District to take all legal actions

necessary to enforce the terms of this Contract and all attachments thereto, in Public Entity's name, if necessary.

SECTION 720. Notice

Any notice required by the terms of this Service Contract shall be sent via facsimile or certified mail, return receipt requested, as follows:

To the District: Executive Director
 21101 E 78 Highway
 Independence, MO 64057-2767
 Fax: 816-796-5910

To Public Entity: Public Works Director
 P.O.Box 440
 Raymore, MO 64083
 Fax: 816-331-8724

SECTION 721. Indemnification

The District shall indemnify and save harmless Public Entity against all liabilities, judgments, costs, damages, expenses and attorneys' fees for loss, damage, or injury to person or property caused by the negligent or intentional acts or omission of the District or its officers, employees or any other agents.

THIS CONTRACT CONTAINS BINDING ARBITRATION PROVISIONS [IN SECTION 403 CONCERNING DISTRICT BUDGET DISPUTES] WHICH MAY BE ENFORCED BY THE PARTIES

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed on behalf of the District by the Chairman of the Board of Trustees, and attested to by the Secretary of the Board of Trustees, and on behalf of Public Entity by its authorized representative at the dates shown respectively.

RAYMORE, MISSOURI

**LITTLE BLUE VALLEY
SEWER DISTRICT**

By: [Signature]
MAYOR POTEM

By: [Signature]
VICE Chairman, Board of Trustees

Date: 8-12-02

Date: 9/18/02

ATTEST:

ATTEST:

By: [Signature]
City Clerk

By: [Signature]
Secretary, Board of Trustees

Date: 8-12-02

Date: 9/18/02

APPROVED AS TO FORM:

APPROVED

By: _____

By: [Signature]
Executive Director
Administrator for The District

Schedule "A"

Initial Connection Points - Metering at this Location

Location

None Identified

Schedule "B"

Initial Connection Points - Metering Provided at Another Location

To be identified in later.

Schedule "C"

Future Connection Points – Metering to be at that Location

None identified

Schedule "D"

Additional Connection Points

None requested by Raymore as of September, 1992.

Schedule "E"

Certain Costs Paid by RAYMORE

None identified

New Business

RESOLUTION 20-58

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RAYMORE, MISSOURI APPROVING THE APPOINTMENT OF ERICA HILL AS CITY CLERK."

WHEREAS, Section 115.140 of the Raymore City Code provides that the City Manager shall appoint a City Clerk with the advice and consent of a majority of the City Council; and

WHEREAS, the City Manager recommends the appointment of Erica Hill as City Clerk upon the retirement of City Clerk Jeanie Woerner.

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

Section 1. That the Council approves the appointment of Erica Hill as City Clerk effective November 1, 2020.

DULY READ AND PASSED THIS 26TH DAY OF OCTOBER, 2020.

BE IT REMEMBERED SAID RESOLUTION WAS ADOPTED 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

Reginald Townsend, Mayor Pro Tem

Date of Signature



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: Oct. 26, 2020

SUBMITTED BY: Jim Cadoret

DEPARTMENT: Development Services

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

TITLE / ISSUE / REQUEST

Res. 20-56: North Cass Plaza Preliminary Plat

STRATEGIC PLAN GOAL/STRATEGY

3.1.1: Expand the commercial tax base

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. 20, 2020
Action/Vote: Approved 8-0

LIST OF REFERENCE DOCUMENTS ATTACHED

Staff Report
Planning Commission Minutes Excerpt
Preliminary Plat

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

Dave Otis, representing Good-Otis LLC, is requesting preliminary plat approval of North Cass Plaza, a 2-lot commercial subdivision located on the south side of North Cass Parkway, east of I-49.

The previously approved North Cass Plaza preliminary plat expired in 2018. With the extension of Dean Avenue south of North Cass Parkway, and with construction commencing on the first building in the Raymore Commerce Center, interest by businesses looking at developing in the North Cass Plaza area has increased.

RESOLUTION 20-56

"A RESOLUTION OF THE RAYMORE CITY COUNCIL APPROVING THE NORTH CASS PLAZA PRELIMINARY PLAT, LOCATED SOUTH OF NORTH CASS PLAZA AT DEAN AVENUE, ALL IN RAYMORE, CASS COUNTY, MISSOURI."

WHEREAS, the Planning and Zoning Commission held a public hearing on October 20, 2020, on North Cass Plaza Preliminary Plat and forwarded its recommendation of approval to the City Council; and

WHEREAS, the City Council held a public hearing on October 26, 2020, and accepted the recommendation of the Planning and Zoning Commission.

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

Section 1. The North Cass Plaza Preliminary Plat is approved.

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

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

DULY READ AND PASSED THIS 26TH DAY OF OCTOBER, 2020, 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 26, 2020
Re: Case #20019: North Cass Plaza - Preliminary Plat

GENERAL INFORMATION

Applicant/Property Owner Good Otis, LLC
1464 Techny Road
Northbrook, IL 60062

Requested Action: Preliminary Plat Approval for the proposed 32+ acre North Cass Plaza Preliminary Plat

Property Location: Generally the southeast corner of I-49 and North Cass Parkway.



Site Photographs:

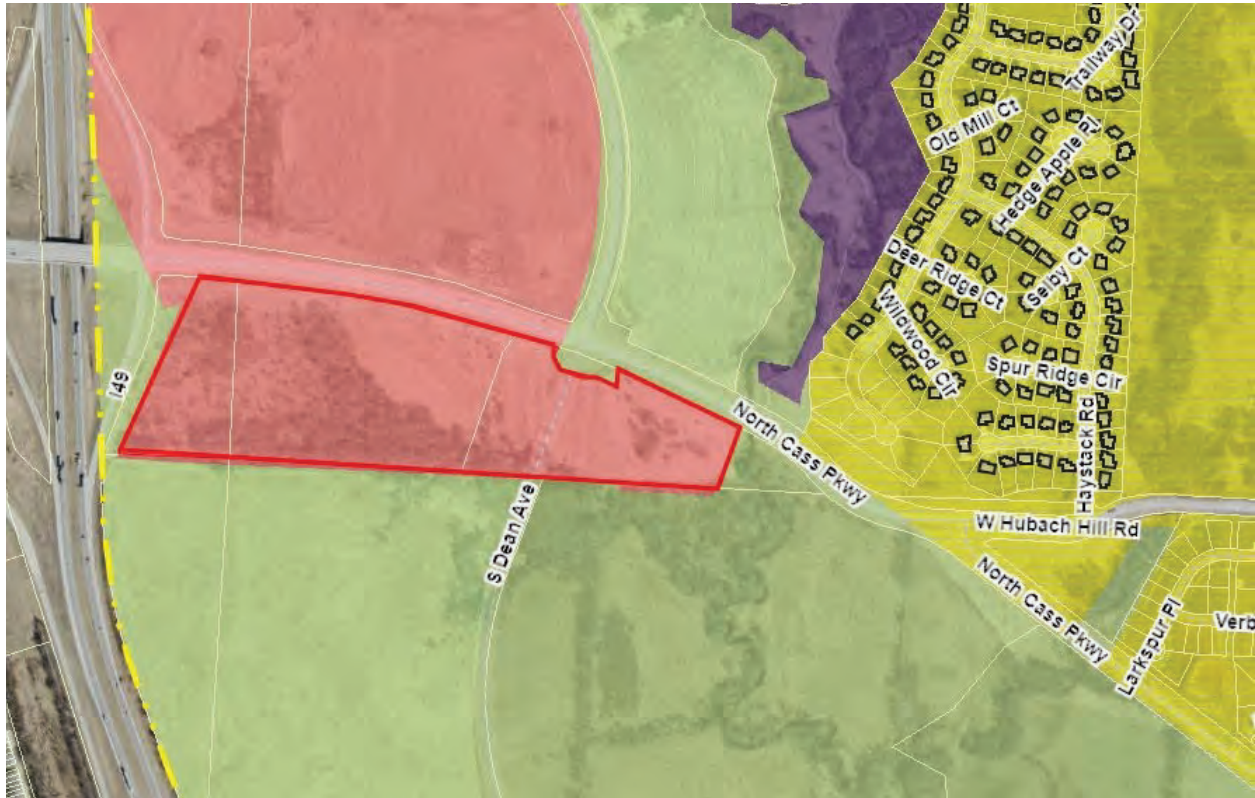


Aerial view looking from the southeast to the north west of the property.



Aerial view looking from the east to the west.

Existing Zoning: C-3 Regional Commercial District



Existing Surrounding Zoning: North: C3 - General Commercial District
PUD - Planned Unit Development District
South: PUD - Planned Unit Development District
East: PUD - Planned Unit Development District
R-1P - Single Family Residential Planned District
West: PUD - Planned Unit Development District
Right of Way for I-49

Total Tract Size: 32.4503 acres

Total Number of Lots: 2

Legal Description: All of Tracts B and C, together with part of Tract D and Dean Avenue right of way, all of Dean Avenue Extension ROW 1st Plat, a subdivision in the City of Raymore, Cass County, Missouri, together with an unplatted tract of land lying in the Southeast Quarter of Section 19, and in the Southwest Quarter of Section 20, all in Township 46 North, Range 32 West, described by Timothy Blair Wiswell, MO PLS-2009000067, of Olsson, LC-366, as follows:

BEGINNING at the Southeast corner of the Southeast Quarter of Section 19, Township 46 North, Range 32 West; thence North 86 degrees 38 minutes 40 seconds West, on the South line of said Southeast Quarter, a distance of 495.26 feet to a point on the East line of Interstate 49 right of way, as established in Book 2140, Page 32; thence North 22 degrees 58 minutes 31 seconds East, departing said South line, on said East line, a distance of 720.29 feet to a point; thence South 86 degrees 32 minutes 29 seconds East,

continuing on said East line, a distance of 131.03 feet to a point; thence South 78 degrees 51 minutes 40 seconds East, continuing on said East line, a distance of 342.28 feet to a point; thence North 83 degrees 18 minutes 01 second East, continuing on said East line, a distance of 302.35 feet to a point on a non-tangent curve, said point also lying on the South line of North Cass Parkway right of way, as established in Book 379, Page 125; thence in an Easterly direction, departing said East line, on said South line, and on a curve to the right whose initial tangent bears South 79 degrees 48 minutes 51 seconds East, having a radius of 5435.00 feet, an arc distance of 881.35 feet, through a central angle of 9 degrees 17 minutes 28 seconds to a point on a non-tangent line; thence South 28 degrees 00 minutes 57 seconds East, continuing on said South line, a distance of 52.00 feet to a point; thence South 69 degrees 35 minutes 08 seconds East, continuing on said South line, a distance of 100.02 feet to a point; thence North 87 degrees 19 minutes 32 seconds East, continuing on said South line, a distance of 61.66 feet to a point on a non-tangent curve; thence in an Easterly and Southeasterly direction, continuing on said South line and on a curve to the right, whose initial tangent bears South 68 degrees 27 minutes 30 seconds East, having a radius of 5425.00 feet, an arc distance of 97.75 feet, through a central angle of 1 degree 01 minute 56 seconds to a point on a non-tangent line; thence North 22 degrees 34 minutes 27 seconds East, continuing on said South line, a distance of 62.50 feet to a point on a non-tangent curve; thence in a Southeasterly direction, continuing on said South line, and on a curve to the right whose initial tangent bears South 67 degrees 25 minutes 33 seconds East, having a radius of 5487.50 feet, an arc distance of 569.90 feet, through a central angle of 5 degrees 57 minutes 01 second to a point on a non-tangent line; thence South 21 degrees 38 minutes 33 seconds West, departing said South line, a distance of 252.27 feet to a point on the South line of the Southwest Quarter of Section 20, Township 46 North, Range 32 West; thence North 87 degrees 03 minutes 19 seconds West, on said South line, a distance of 2122.76 feet to the POINT OF BEGINNING, containing 1,413,537 Square Feet or 32.4503 Acres, more or less.

Growth Management Plan: The Future Land Use Map of the current Growth Management Plan designates this property as appropriate for Commercial and Business Development with some Park development as well.

Major Street Plan: The Major Thoroughfare Plan Map classifies Dean Avenue and North Cass Parkway as minor arterial roads.

Advertisement: October 1, 2020 **Journal Newspaper**
October 8, 2020 **Journal Newspaper**

Public Hearing: October 20, 2020 Planning Commission meeting
October 26, 2020 City Council meeting

Items of Record: **Exhibit 1. Mailed Notices to Adjoining Property Owner**
Exhibit 2. Notice of Publication
Exhibit 3. Unified Development Code
Exhibit 4. Application
Exhibit 5. Growth Management Plan
Exhibit 6. Staff Report
Additional exhibits as presented during hearing

PRELIMINARY PLAT REQUIREMENTS

The following section of the Unified Development Code is applicable to this application:

Section 470.110: Preliminary Plats

A. Applications

1. An application for a preliminary plat may be obtained from the Community Development Director. The application must be completed in its entirety in accordance with Section 470.010C and submitted at least 60 days prior to the date of the meeting where it will be considered.
2. For property in commercial or industrial zoning districts, the application must be submitted at least 30 days prior to the date of the meeting.

B. Memorandum of Understanding

A Memorandum of Understanding (MOU) may be required by the City for any preliminary plat application request.

C. Procedure

1. Pre-Application Conference

Prior to filing an application for a preliminary plat, the applicant must attend a pre-application conference in accordance with Section 470.010B.

2. Development Review Committee and Other Agency Review

a. Upon receipt of a complete application, the Community Development Director will distribute copies of the preliminary plat and supportive information to the Development Review Committee. The application will be reviewed by the Development Review Committee for compliance with applicable regulations of this Code.

b. The Community Development Director will also distribute copies of the preliminary plat to the following governmental agencies, departments, and other persons as may be deemed appropriate for the particular proposed subdivision:

- (1) Fire District;
- (2) Police Department;
- (3) School District;
- (4) State Highway Department (if the subdivision is adjacent to a State Highway); and
- (5) any utility companies providing gas, electric or telephone service in or near the subdivision.

c. The agencies, departments and persons identified in this section will have a minimum of 10 working days to review the preliminary plat and to make their report and recommendations to the Planning and Zoning Commission.

d. If a report has not been returned to the office of the Community Development Director within 10 working days after receiving a plat for review, the proposed plat will be deemed to be in conformance with the laws, rules or policies of the reviewing agency or department.

3. Planning and Zoning Commission Public Hearing

All proposed preliminary plats must be submitted to the Planning and Zoning Commission for review and recommendation. The Planning and Zoning Commission will hold a public hearing on the application in accordance with Section 470.010E

4. Planning and Zoning Commission Recommendation

a. The Planning and Zoning Commission will consider the preliminary plat within 60 days of its receipt by the Community Development Director, or at the next regular meeting for which the plat may be scheduled.

b. The Planning and Zoning Commission will review and consider the reports and recommendations of the agencies, departments and persons to whom the preliminary plat has been submitted for review.

c. If the preliminary plat does comply with all requirements, the Planning and Zoning Commission will forward the application to the City Council with a recommendation of approval.

d. If the preliminary plat is in general, but not complete compliance, the Planning and Zoning Commission may recommend conditional acceptance of the preliminary plat. The conditions of such acceptance will specify the modifications necessary to achieve full compliance. The Planning and Zoning Commission will forward the application to the City Council with a recommendation of approval, subject to conditions.

e. If the preliminary plat is not in compliance with all requirements, the Planning and Zoning Commission will recommend disapproval of the preliminary plat. Within 10 days of its final action, the Planning and Zoning Commission must notify the subdivider in writing of the reasons for its recommendation for disapproval.

f. If the preliminary plat is not recommended for approval, the subdivider may modify the preliminary plat and re-submit it to the Planning and Zoning Commission. If the plat is amended and re-submitted within 60 days of the disapproval of the original preliminary plat, no additional filing fee will be required. The Planning and Zoning Commission may reconsider the preliminary plat at a regular meeting for which the plat may be scheduled by the Community Development Director.

5. City Council Public Hearing

The Raymore City Council must hold a public hearing on the application in accordance with Section 470.010E1b through d and E2.

6. City Council Action

a. The City Council must consider the request within 60 days of receipt of written recommendation of the Planning and Zoning Commission. Upon receipt of the recommendation of the Planning and Zoning Commission, the City Council must consider the application and may take final action to approve or disapprove it.

b. If final action is not taken by the City Council within 120 days after the recommendation of the Planning and Zoning Commission is submitted to it, the preliminary plat will be deemed to have been defeated and denied, unless the applicant has consented to an extension of this time period. Whenever a preliminary plat is defeated, either by vote of the City Council or by inaction described in this section, such preliminary plat cannot be passed without another public hearing that is noticed in accordance with this chapter.

c. If the City Council approves an application, it will adopt a resolution to that effect.

7. Findings of Fact

In its deliberation of a request, the Planning and Zoning Commission and City Council must make findings of fact taking into consideration the following:

- a. the preliminary plat will not adversely affect the appropriate use of neighboring property;
- b. the preliminary plat is in compliance with all applicable regulations of the Unified Development Code, Growth Management Plan, and other City regulations and plans;
- c. the preliminary plat will not impose undue burden upon existing public services and facilities; and
- d. the preliminary plat will make adequate provision to accommodate resulting additional demands which may be imposed upon roads and streets, water supply and storage, storm sewerage, sanitary sewerage, and wastewater treatment without substantially increasing public costs and expenditures.

8. Effect of Approval of Preliminary Plat

a. Approval of the preliminary plat does not constitute final acceptance of the subdivision by the City Council, but will be considered permission to prepare and submit a final plat. Preliminary plat approval will be effective for no more than one year from the date approval was granted unless:

- (1) a final plat application is submitted within one year of the date of preliminary plat approval;
- (2) upon the request of the subdivider, the City Council grants an extension; or
- (3) final plat applications are submitted in accordance with the requirements for staged development of final plats in accordance with Section 470.130E.

b. If preliminary plat approval expires, the preliminary plat must be re-submitted as if no such plat had ever been approved.

9. Extension of Preliminary Plat

An applicant must request that the City Council grant an extension of an approved preliminary plat prior to the expiration date of the preliminary plat. An extension of the preliminary plat can only be requested if it remains unchanged from last acceptance. A request for extension does not require submission of a new application fee or a public hearing

PREVIOUS PLANNING ACTIONS ON OR NEAR THE PROPERTY

1. The property was rezoned from "A" Agricultural District to "C-3" Regional Commercial District in March 2014.
2. The property directly to the south obtained site plan approval for an industrial warehouse development in October 2018. Grading of the property has started.
3. A preliminary plat was initially approved in 2014 and expired March 24, 2019.
4. Dean Avenue extension and right-of-way was approved and recorded in August 2020 and construction has started.

GOOD NEIGHBOR INFORMATIONAL MEETING COMMENTS

Only one property owner was identified within 185 feet of the project boundary. The property owner was mailed a notice and information regarding the preliminary plat, with direction to call staff to schedule a Good Neighbor meeting if desired. Staff did not hear from the adjacent property owner and therefore no Good Neighbor meeting was held.

ENGINEERING DEPARTMENT COMMENTS

The Engineering Division of Public Works has reviewed the application, Traffic Study and Stormwater Study and determined that the proposed plans and specifications comply with the standards adopted by the City of Raymore. Please see the attached memo for comments and recommendations.

STAFF COMMENTS

1. The current bulk and dimensional standards for the "C-3" Regional Commercial zoning district are as follows:

C-3	
Minimum Lot Area	
per lot	-
per dwelling unit	2,000 sq.ft.
Minimum Lot Width (feet)	100
Minimum Lot Depth (feet)	100
Yards, Minimum (feet)	
front	30
rear	20
side	10
side, abutting residential district	20
Maximum Building Height (feet)	80
Maximum Building Coverage (%)	50

2. The proposed project was shared with the South Metropolitan Fire Protection District. The District had no comments or concerns.

3. There is a 100 foot right of way easement for the extension of Dean Avenue. The street is currently under construction. The proposed plat does not show any conflict with this easement.

4. With Preliminary Plat approval, the property owner(s) may submit construction plans for any required public improvements and commence construction on those improvements.

5. Final Plat and Site Plan approval will be required before the issuance of any

building permits on the property.

6. Adequate right-of-way currently exists along North Cass Parkway and Dean Avenue for the future construction of right-turn lanes into the proposed development.

7. There is one significant stream running through the property that is required to be preserved through the City's stream buffer requirements. The proposed plan includes the limits of Zone A FEMA Floodplain

8. No buildings are being proposed at this time.

9. The Transportation Master Plan adopted by the City states that Dean Avenue extends from North Cass Parkway south. The right of way is accounted for on this preliminary plat and construction is underway.

10. Pedestrian safety and connectivity is evaluated as part of the preliminary plat. Five-foot sidewalks will be required with the submittal of a site plan and building layout.

11. If the North Cass Plaza Preliminary and Final Plat are approved by the City, and the Final Plat recorded, then any future subdivision of the two lots will require a replat to be submitted for approval by the City.

PLANNING COMMISSION PROPOSED FINDINGS OF FACT

Under Section 470.110 of the Unified Development Code, the Planning and Zoning Commission and City Council is directed concerning its actions in dealing with a preliminary plat request. Under 470.110 (C) (7) the Planning and Zoning Commission and City Council is directed to make findings of fact taking into consideration the following:

1. the preliminary plat will not adversely affect the appropriate use of neighboring property;

The preliminary plat will not adversely affect the appropriate use of neighboring properties. The property has always been intended to be developed for commercial and business use. The property does not abut residentially zoned properties

The development includes the future construction of various turn lanes into and out of the site to ensure that the traffic generated by future development will not adversely affect the use of and access to surrounding properties.

2. the preliminary plat is in compliance with all applicable regulations of the Unified Development Code, Growth Management Plan, and other City regulations

and plans;

The preliminary plat is in compliance with all applicable regulations of the Unified Development Code, Growth Management Plan, and other City regulations and plans. The proposed lots comply with the development standards for the underlying zoning district, and the proposed land uses are consistent with the Future Land Use Map adopted by the City.

3. the preliminary plat will not impose undue burden upon existing public services and facilities; and

The preliminary plat will not impose undue burden upon existing public services and facilities. Infrastructure to serve the property has been sized to meet the future demands for service to the property.

4. the preliminary plat will make adequate provision to accommodate resulting additional demands which may be imposed upon roads and streets, water supply and storage, storm sewerage, sanitary sewerage, and wastewater treatment without substantially increasing public costs and expenditures.

There is sufficient capacity in the water and sanitary sewer systems to support full development of the property. The road network was designed to accommodate full development of the property. The Traffic Study that was submitted with the preliminary plat application identifies various right-turn lane improvements that shall be incorporated into the future development of the property. Stormwater detention facilities will be constructed as development occurs to control water runoff from development on the property. Costs associated with extension of any water, sanitary sewer lines, storm sewer lines, or roadway improvements will be borne by the property owner and/or developer.

REVIEW OF INFORMATION AND SCHEDULE

<u>Action</u>	<u>Planning Commission</u>	<u>City Council 1st</u>	<u>City Council 2nd</u>
Public Hearing	October 20, 2020	October 26, 2020	November 9, 2020

STAFF RECOMMENDATION

City Staff recommends the Planning and Zoning Commission accept the staff proposed findings of fact and forward case #20019 North Cass Plaza - Preliminary Plat to the City Council with a recommendation of approval.

PLANNING AND ZONING COMMISSION RECOMMENDATION

The Planning and Zoning Commission, at its October 20, 2020 meeting, voted 8-0 to accept the staff proposed findings of fact and forward case #20019 North Cass Plaza - Preliminary Plat to the City Council with a recommendation of approval.

City of Raymore
Engineering
Division

Memo

To: Planning and Zoning Commission
From: Michael Krass, Public Works Director
CC: File
Date: October 12, 2020
Re: Preliminary Plat: North Cass Plaza at The Good Ranch

The subject property is located south of Dean Ave and east of Interstate 49. The developer will be making the following improvements to the public facilities.

There are public facilities (water and sanitary sewer) adjacent to or within the property of sufficient size and capacity to serve the site without undue burden to the City of Raymore.

Sanitary Sewer:

The lots will be served by 8 inch sanitary sewer. The sanitary sewer will be connected to the existing sewer in Dean Ave and North Cass Parkway.

Water System:

The site will be served by an 8 and 12 inch water mains. These mains will be connected to existing water mains in Dean Ave and North Cass Parkway.

Transportation System:

This plat will provide various roadway improvements based on the development phase. North Cass Parkway and Foxridge Drive intersection improvements must be configured according to MODOT standards. Foxridge Drive will extend south of the new intersection with North Cass Parkway. Proposed private drive access or intersections will be spaced according to MODOT and City of Raymore standards. No access to North Cass Parkway shall be allowed for Lots 1 or 2 unless northbound left turn movements on to North Cass Parkway are restricted through the use of a median or other permanent traffic inhibitor. No median or other traffic inhibitor shall be placed without approval of the Raymore City Council.

Storm Water Management:

A storm water management plan and report will be submitted that discusses the conveyance of the existing and proposed storm sewer systems with each phase of this plat. Permits will be required from MDNR and the Army Corp of Engineers for any stream or wetland alterations. Floodplain on lot 1 should be contained within a common area tract.

Recommendation:

The Engineering Division reviewed the application and found that the Preliminary Plat for North Cass Plaza at Good Ranch complies with the design standards of the City of Raymore. The Engineering Division recommends approval of this application.

Planning and Zoning Commission

Meeting Minutes Excerpt

October 20, 2020

7. New Business -

a. Case #20019 - North Cass Plaza - Preliminary Plat (*public hearing*)

Public hearing opened at 7:05 pm.

Dave Otis, the applicant, gave a brief overview of Tract 9 and the history regarding the preliminary plat which expired due to lack of advancement. He stated that he was interested in now doing a very basic preliminary plat and would come back later with details and subdividing of the area when tenants request it. The area would likely be developed in three phases.

Katie Jardieu, City Planner, presented the staff report identifying the area as appropriate for commercial and business development with some park land as shown in the Growth Management Plan. The Major Street Plan identifies Dean Avenue and North Cass Parkway as minor arterial roads. One property owner was notified regarding the action, but he did not call to discuss or schedule a meeting regarding the application. Past actions on the property include: the property was preliminary platted in March 2014 and expired in March 2019, Dean Avenue right-of-way and extension were previously platted and recorded in August of this year and construction has started. Ms. Jardieu also stated that no buildings were being proposed at this time and should the applicant seek to build any, he would need to come back before the Planning Commission with any changes to the preliminary plat. Pedestrian safety and connectivity would also be evaluated when a site plan was presented to show the layout of lots and buildings. Any future subdivision of the lots would need Planning Commission approval.

Ms. Jardieu stated that staff recommends the Planning and Zoning Commission accept the staff proposed findings of fact and forward case #20019 - North Cass Plaza - Preliminary Plat to the City Council with a recommendation of approval.

Chairman Faulkner provided an opportunity for any public present to speak, seeing none the public hearing was closed at 7:11 pm.

Commissioner Faulkner asked if the Engineering Memo needed clarification since it referenced more lots than were present on the preliminary plat. Mayor Turnbow stated he did not see a difference between the previously approved preliminary plat and this current application and would defer to Development Services. Ms. Jardieu stated that this referenced more defined areas in regards to Engineering comments but that the memo would be updated for consistency.

Motion by Commissioner Uquilla, Seconded by Commissioner Wiggins, to accept staff proposed findings of fact of case #20019 North Cass Plaza Preliminary Plat and forward to City Council with a recommendation of approval subject to instructions to staff to make any necessary changes to the Engineering memo.

Vote on Motion:

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

Motion passed 8-0-0.

Prepared For/Property Owner:
Good-Otis, LLC
1464 Trenchy Road
Northbrook, Illinois 60062
Prepared By:
Olsson
7301 West 133rd Street, Suite 200
Overland Park, Kansas 66213
Telephone: (913) 381-1170

olsson
1701 West 133rd Street, Suite 200
Overland Park, KS 66213-4752
TEL: 913.381.1170 www.olsson.com

REVISIONS

NO.	DATE	DESCRIPTION

REVISIONS

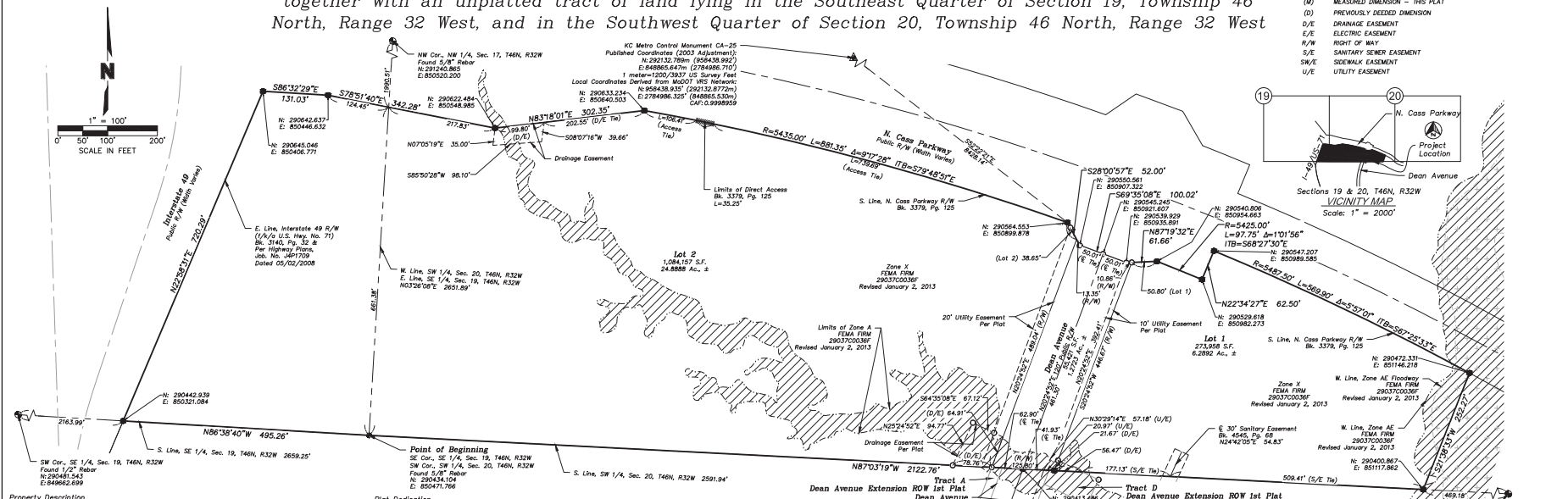
NO.	DATE	DESCRIPTION

Final Plat
North Cass Plaza at the Good Ranch, First Plat
A Replat of Tracts B, C, and part of Tract D and Dean Avenue ROW, all of Dean Avenue Extension ROW 1st Plat, a subdivision, & an unplatted Tract
Raymore, Cass County, Missouri

drawn by: MJB
checked by: TFW
approved by: TFW
DADC by: TFW
project no.: 14-0000000000000000
drawing no.: V-FP2-80882
date: 2020.10.14

Final Plat North Cass Plaza at the Good Ranch, First Plat

A Replat of Tracts B and C, together with part of Tract D and Dean Avenue right of way, all part of Dean Avenue Extension ROW 1st Plat, a subdivision in the City of Raymore, Cass County, Missouri, together with an unplatted tract of land lying in the Southeast Quarter of Section 19, Township 46 North, Range 32 West, and in the Southwest Quarter of Section 20, Township 46 North, Range 32 West



Property Description
All of Tracts B and C, together with part of Tract D and Dean Avenue right of way, all of Dean Avenue Extension ROW 1st Plat, a subdivision in the City of Raymore, Cass County, Missouri, together with an unplatted tract of land lying in the Southeast Quarter of Section 19, and in the Southwest Quarter of Section 20, all in Township 46 North, Range 32 West, described by Patrick Ethan Ward, MO PLS No. 2005000071, of Olsson, MOC-366, as follows:

BEGGINING at the Southeast corner of the Southeast Quarter of Section 19, Township 46 North, Range 32 West; thence North 86 degrees 38 minutes 40 seconds West, on the South line of said Southeast Quarter, a distance of 495.26 feet to a point on the East line of Interstate 49 right of way, as established in Book 2140, Page 32; thence North 22 degrees 58 minutes 31 seconds East, along said South line, on said East line, a distance of 720.29 feet to a point; thence South 86 degrees 32 minutes 29 seconds East, continuing on said East line, a distance of 131.03 feet to a point; thence South 78 degrees 51 minutes 40 seconds East, continuing on said East line, a distance of 342.28 feet to a point; thence North 83 degrees 18 minutes 01 second East, continuing on said East line, a distance of 302.35 feet to a point on a non-tangent curve, said point also lying on the South line of North Cass Parkway right of way, as established in Book 375, Page 125; thence in an Easterly direction, departing said East line, on said South line, and on a curve to the right whose initial tangent bears South 79 degrees 48 minutes 51 seconds East, having a radius of 5435.00 feet, an arc distance of 881.35 feet, through a central angle of 9 degrees 17 minutes 28 seconds to a point on a non-tangent line; thence South 28 degrees 00 minutes 57 seconds East, continuing on said South line, a distance of 52.00 feet to a point; thence South 69 degrees 35 minutes 08 seconds East, continuing on said South line, a distance of 100.02 feet to a point; thence North 87 degrees 19 minutes 32 seconds East, continuing on said South line, a distance of 61.66 feet to a point on a non-tangent curve; thence in an Easterly and Southeastery direction, continuing on said South line and on a curve to the right, whose initial tangent bears South 68 degrees 27 minutes 30 seconds East, having a radius of 5425.00 feet, an arc distance of 97.75 feet, through a central angle of 1 degrees 01 minute 56 seconds to a point on a non-tangent line; thence North 87 degrees 34 minutes 27 seconds East, continuing on said South line, a distance of 61.66 feet to a point on a non-tangent curve; thence in an Easterly and Southeastery direction, continuing on said South line and on a curve to the right, whose initial tangent bears South 67 degrees 25 minutes 33 seconds East, having a radius of 569.90 feet, through a central angle of 5 degrees 57 minutes 01 second to a point on a non-tangent line; thence South 21 degrees 38 minutes 33 seconds West, departing said South line, a distance of 252.27 feet to a point on the South line of the Southwest Quarter of Section 20, Township 46 North, Range 32 West; thence North 87 degrees 03 minutes 19 seconds East, on said South line, a distance of 2122.38 feet to the POINT OF BEGINNING, containing 1,413,537 Square Feet, or 32,450.3 Acres, more or less.

Plat Dedication
The undersigned proprietor of the above described tract of land has caused the same to be subdivided in the manner shown on the accompanying plat, which subdivision shall be hereafter known as "North Cass Plaza at the Good Ranch, First Plat".

Easement Dedication
An easement is hereby granted to the City of Raymore, Cass County, Missouri, for the purpose of locating, constructing, operating, and maintaining facilities for drainage, surface drainage, and grading, including, but not limited to, underground pipes and conduits, any or all of them upon, over, under and along the strips of land designated "Drainage Easement" or "D/E", provided that the easement granted herein is subject to any and all existing easements. The use thereof shall be limited to that purpose only. Said easements shall be kept free from any and all obstructions which would interfere with the construction or reconstruction and proper, safe and continuous maintenance of the aforesaid uses and specifically there shall not be built thereon or thereover any structure (except driveways, paved areas, grass, shrubs and fences) nor shall there be any obstruction to interfere with the agents and employees of Raymore, Cass County, Missouri, and its franchised utilities from going upon said easement and as much of the adjoining lands as may be reasonably necessary in exercising the rights granted by the easement. No excavation or fill shall be made or operation of any kind or nature shall be performed which will reduce or increase the earth coverage over the utilities above stated or the appurtenances thereto without a valid permit from the department of public works.

An easement is hereby granted to the City of Raymore, Cass County, Missouri, for the purpose of locating, constructing, operating, and maintaining facilities for gas, electricity, sewage, telephone, cable tv and surface drainage, and grading, including, but not limited to, underground pipes and conduits, and mounted transformers, services pedestals, any or all of them upon, over, under and along the strips of land designated Utility Easements (U/E), provided that the easement granted herein is subject to any and all existing easements. Any utilities located within the designated Utility Easements, by virtue of their existence, do hereby covenant, consent and agree that they shall be subject to the location of the Utility Easement. Where other easements are designated for a particular purpose, the use thereof shall be limited to that purpose only. All of the above easements shall be kept free from any and all obstructions which would interfere with the construction or reconstruction and proper, safe and continuous maintenance of the aforesaid uses and specifically there shall not be built thereon or thereover any structure (except driveways, paved areas, grass, shrubs and fences) nor shall there be any obstruction to interfere with the agents and employees of Raymore, Cass County, Missouri, and its franchised utilities from going upon said easement and as much of the adjoining lands as may be reasonably necessary in exercising the rights granted by the easement. No excavation or fill shall be made or operation of any kind or nature shall be performed which will reduce or increase the earth coverage over the utilities above stated or the appurtenances thereto without a valid permit from the department of public works.

Certification:
Any streets or rights of way shown on this plat and not heretofore dedicated for public use are hereby so dedicated.
I hereby certify that the within Plat of "North Cass Plaza at the Good Ranch, First Plat", a subdivision, is based on an actual survey made by me or under my direct supervision and that survey meets or exceeds the current "Missouri Standards for Property Boundary Surveys" as established by the Missouri Board for Architects, Professional Engineers and Land Surveyors in Division 2030 - Chapter 16 (20 CSR 2030-16). I further certify that the bearings shown on this plat are based on the State Plane Coordinate System of Missouri, Western Zone of the North American Datum of 1983, that the subdivision corner monuments and survey monuments were either found or as indicated on this plan the corner lots and street center lines have been marked with permanent monumentation as indicated on this plat; that I have complied with all State and Cass County Statutes, ordinances, and regulations governing the practice of Surveying and the platting of subdivisions to the best of my professional knowledge and belief.



By: Patrick Ethan Ward, MO PLS No. 2005000071
Olsson, LC-366
olsson@olsson.com

Excution
IN TESTIMONY WHEREOF, the undersigned proprietor has caused this instrument to be signed this _____ day of _____ 2020.

OWNER OF Lots 1 and 2: Good-Otis, LLC, a Missouri limited liability company
By: Double G Properties, LP, its managing member

David C. Otis, President
State of _____
County of _____

Be it remembered that on this _____ day of _____, 2020, before me, a notary public in and for said State of State, came David C. Otis, President of Double G Properties, LP, managing member of Good-Otis, LLC, a Missouri limited liability company; to me, personally known to be the same person who executed the foregoing instrument of writing and duly acknowledged the execution of same. In testimony whereof, I have hereunto set my hand and affixed my notarial seal the day and year above written.

Signature _____
My Commission Expires: _____

Area Summary Table

Area	Square Feet	Acres
Lot 1	273,958 S.F.	6.2892 Ac.
Lot 2	1,084,157 S.F.	24.8888 Ac.
Dean Avenue R/W	55,421 S.F.	1.2723 Ac.
Total	1,413,536 S.F.	32.4503 Ac.
Replatted Area	66,026 S.F.	1.5157 Ac.

Planning and Zoning Commission

This plat of "North Cass Plaza at the Good Ranch, First Plat" addition has been submitted to and approved by the Raymore Planning and Zoning Commission this _____ day of _____, 2020.

Secretary _____
City Council _____

This plat of "Dean Avenue Extension ROW 1st Plat" addition, including easements and rights-of-way accepted by the City Council, has been submitted and approved by the Raymore City Council by Ordinance No. _____, duly passed and approved by the Mayor of Raymore, Missouri, on the _____ day of _____, 2020.

(SEAL) _____ Mayor _____
ATTEST: _____ City Clerk _____ City Engineer _____
Entered on transfer record this _____ day of _____, 2020.
Deputy County Recorder of Deeds _____



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: Oct. 26, 2020

SUBMITTED BY: Jim Cadoret

DEPARTMENT: Development Services

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

TITLE / ISSUE / REQUEST

Bill 3581: North Cass Plaza Final Plat

STRATEGIC PLAN GOAL/STRATEGY

3.1.1: Expand the commercial tax base

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. 20, 2020
Action/Vote: Approved 8-0

LIST OF REFERENCE DOCUMENTS ATTACHED

Staff Report
Planning Commission Minutes Excerpt
Final Plat

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

Dave Otis, representing Good-Otis LLC, is requesting final plat approval of North Cass Plaza, a 2-lot commercial subdivision located on the south side of North Cass Parkway, east of I-49.

With the extension of Dean Avenue south of North Cass Parkway, and with construction commencing on the first building in the Raymore Commerce Center, interest by businesses looking at developing in the North Cass Plaza area has increased.

BILL 3581

ORDINANCE

“AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, APPROVING THE NORTH CASS PLAZA FINAL PLAT, LOCATED IN SECTION 19, TOWNSHIP 46N, RANGE 32W, RAYMORE, CASS COUNTY, MISSOURI.”

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

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

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

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

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

Section 2. That the subdivision known as North Cass Plaza is approved for the tract of land described below:

All of Tracts B and C, together with part of Tract D and Dean Avenue right of way, all of Dean Avenue Extension ROW 1st Plat, a subdivision in the City of Raymore, Cass County, Missouri, together with an unplatted tract of land lying in the Southeast Quarter of Section 19, and in the Southwest Quarter of Section 20, all in Township 46 North, Range 32 West, described by Timothy Blair Wiswell, MO PLS-2009000067, of Olsson, LC-366, as follows:

BEGINNING at the Southeast corner of the Southeast Quarter of Section 19, Township 46 North, Range 32 West; thence North 86 degrees 38 minutes 40 seconds West, on the South line of said Southeast Quarter, a distance of 495.26 feet to a point on the East line of Interstate 49 right of way, as established in Book 2140, Page 32; thence North 22 degrees 58 minutes 31 seconds East, departing said South line, on said East line, a distance of 720.29 feet to a point; thence South 86 degrees 32 minutes 29 seconds East, continuing on said East line, a distance of 131.03 feet to a point; thence South 78 degrees 51 minutes 40 seconds East, continuing on said East line, a distance of 342.28 feet to a point; thence North 83 degrees 18 minutes 01 second East, continuing on said East line, a distance of 302.35 feet to a point on a non-tangent curve, said point also lying on the South line of North Cass Parkway right of way, as established in Book 379, Page 125; thence in an Easterly direction, departing said East line, on said South line, and on a curve to the right whose initial tangent bears South 79 degrees 48 minutes 51 seconds East, having a radius of 5435.00 feet, an arc distance of 881.35 feet, through a central angle of 9 degrees 17 minutes 28 seconds to a point on a non-tangent line; thence South 28 degrees 00 minutes 57 seconds East, continuing on said South line, a distance of 52.00 feet to a point; thence South 69 degrees 35 minutes 08 seconds East, continuing on said South line, a distance of 100.02 feet to a point; thence North 87 degrees 19 minutes 32 seconds East, continuing on said South line, a distance of 61.66 feet to a point on a non-tangent curve; thence in an Easterly and Southeasterly direction, continuing on said South line and on a curve to the right, whose initial tangent bears South 68 degrees 27 minutes 30 seconds East, having a radius of 5425.00 feet, an arc distance of 97.75 feet, through a central angle of 1 degree 01 minute 56 seconds to a point on a non-tangent line;

thence North 22 degrees 34 minutes 27 seconds East, continuing on said South line, a distance of 62.50 feet to a point on a non-tangent curve; thence in a Southeasterly direction, continuing on said South line, and on a curve to the right whose initial tangent bears South 67 degrees 25 minutes 33 seconds East, having a radius of 5487.50 feet, an arc distance of 569.90 feet, through a central angle of 5 degrees 57 minutes 01 second to a point on a non-tangent line; thence South 21 degrees 38 minutes 33 seconds West, departing said South line, a distance of 252.27 feet to a point on the South line of the Southwest Quarter of Section 20, Township 46 North, Range 32 West; thence North 87 degrees 03 minutes 19 seconds West, on said South line, a distance of 2122.76 feet to the POINT OF BEGINNING, containing 1,413,537 Square Feet or 32.4503 Acres, more or less.

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

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

DULY READ THE FIRST TIME THIS 26TH DAY OF OCTOBER, 2020.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 9TH DAY OF NOVEMBER, 2020, 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: Planning and Zoning Commission
From: Katie Jardieu, City Planner
Date: October 20, 2020
Re: Case #20020: North Cass Plaza First Final Plat

GENERAL INFORMATION

**Applicant/
Property Owner:** Good Otis, LLC
1464 Techny Road
Northbrook, IL 60062

Property Location: SW and SE corners of Dean Avenue and North Cass Parkway



Existing Zoning: C-3 Regional Commercial District

Existing Surrounding Zoning: **North:** C3 - General Commercial District
PUD - Planned Unit Development District
South: PUD - Planned Unit Development District
East: PUD - Planned Unit Development District
R-1P - Single Family Residential Planned District
West: PUD - Planned Unit Development District
Right of Way for I-49

Existing Surrounding Uses: **North:** Planned Commercial & Business
South: Planned Commercial & Business
East: Single Family Residential
West: Interstate

Total Tract Size: 32.4503 acres

Total Number of Lots: 2 Lots

Density – units per Acre: n/a

Growth Management Plan: The Future Land Use Map of the current Growth Management Plan designates this property as appropriate for Commercial and Business Development with some Park development as well.

Major Street Plan: The Major Thoroughfare Plan Map classifies Dean Avenue and North Cass Parkway as minor arterial roads.

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

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

PROPOSAL

Outline of Requested Action: The applicant seeks to obtain Final Plat approval for *North Cass Parkway at the Good Ranch, First Plat*

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

PREVIOUS ACTIONS ON OR NEAR THE PROPERTY

1. The property was rezoned from "A" Agricultural District to "C-3" Regional Commercial District in March 2014.

2. The property directly to the south obtained site plan approval for an industrial warehouse development in October 2018. Grading of the property has started.
3. A preliminary plat was initially approved in 2014 and expired March 24, 2019.
4. Dean Avenue extension and right-of-way was approved and recorded in August 2020 and construction has started.

ENGINEERING DIVISION COMMENTS

In its attached memorandum the Engineering Division indicated the proposed final plat complies with the design standards of the City of Raymore and recommends approval of the final plat.

STAFF COMMENTS

1. The current bulk and dimensional standards for the "C-3" Regional Commercial zoning district are as follows:

C-3	
Minimum Lot Area	
per lot	-
per dwelling unit	2,000 sq.ft.
Minimum Lot Width (feet)	100
Minimum Lot Depth (feet)	100
Yards, Minimum (feet)	
front	30
rear	20
side	10
side, abutting residential district	20
Maximum Building Height (feet)	80
Maximum Building Coverage (%)	50

2. The proposed project was shared with the South Metropolitan Fire Protection District. The District had no comments or concerns.
3. There is a 100 foot right of way easement for the extension of Dean Avenue. The street is currently under construction. The proposed plat does not show any conflict with this easement.
4. With Preliminary Plat approval, the property owner(s) may submit construction plans for any required public improvements and commence construction on those improvements.

5. Final Plat and Site Plan approval will be required before the issuance of any building permits on the property.
6. Adequate right-of-way currently exists along North Cass Parkway and Dean Avenue for the future construction of right-turn lanes into the proposed development.
7. There is one significant stream running through the property that is required to be preserved through the City's stream buffer requirements. The proposed plan includes the limits of Zone A FEMA Floodplain
8. No buildings are being proposed at this time.
9. The Transportation Master Plan adopted by the City states that Dean Avenue extends from North Cass Parkway south. The right of way is accounted for on this preliminary plat and construction is underway.
10. Pedestrian safety and connectivity is evaluated as part of the preliminary plat. Five-foot sidewalks will be required with the submittal of a site plan and building layout.
11. If the North Cass Plaza Preliminary and Final Plat are approved by the City, and the Final Plat recorded, then any future subdivision of the two lots will require a replat to be submitted for approval by the City.

STAFF PROPOSED FINDINGS OF FACT

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

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

The proposed final plat, including street names and road alignments are substantially the same as the approved preliminary plat.

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

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

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

There were no conditions attached to the approval of the preliminary plat.

REVIEW OF INFORMATION AND SCHEDULE

<u>Action</u>	<u>Planning Commission</u>	<u>City Council 1st</u>	<u>City Council 2nd</u>
Review	October 20, 2020	October 26, 2020	November 9, 2020

STAFF RECOMMENDATION

Staff recommends that the Planning and Zoning Commission accept the staff proposed findings of fact and forward Case #20020 North Cass Plaza First Final Plat to the City Council with a recommendation of approval, subject to the following conditions:

1. The applicant shall submit construction drawings with coordinating Lot numbers.

**City of Raymore
Engineering
Division**

Memo

To: Planning and Zoning Commission
From: Michael Krass, Public Works Director
CC: File
Date: October 12, 2020
Re: Final Plat: North Cass Plaza at The Good Ranch

The subject property is located south of Dean Ave and east of Interstate 49. The developer will be making the following improvements to the public facilities.

There are public facilities (water and sanitary sewer) adjacent to or within the property of sufficient size and capacity to serve the site without undue burden to the City of Raymore.

Sanitary Sewer:

The lots will be served by 8 inch sanitary sewer. The sanitary sewer will be connected to the existing sewer in Dean Ave and North Cass Parkway.

Water System:

The site will be served by an 8 and 12 inch water mains. These mains will be connected to existing water mains in Dean Ave and North Cass Parkway.

Transportation System:

This plat will provide various roadway improvements based on the development phase. North Cass Parkway and Foxridge Drive intersection improvements must be configured according to MODOT standards. Foxridge Drive will extend south of the new intersection with North Cass Parkway. Proposed private drive access or intersections will be spaced according to MODOT and City of Raymore standards. No access to North Cass Parkway shall be allowed for Lots 1 or 2 unless northbound left turn movements on to North Cass Parkway are restricted through the use of a median or other permanent traffic inhibitor. No median or other traffic inhibitor shall be placed without approval of the Raymore City Council.

Storm Water Management:

A storm water management plan and report will be submitted that discusses the conveyance of the existing and proposed storm sewer systems with each phase of this plat. Permits will be required from MDNR and the Army Corp of Engineers for any stream or wetland alterations. Floodplain on lot 1 should be contained within a common area tract.

Recommendation:

The Engineering Division reviewed the application and found that the Final Plat for North Cass Plaza at Good Ranch complies with the design standards of the City of Raymore. The Engineering Division recommends approval of this application.

Planning and Zoning Commission

Meeting Minutes Excerpt

October 20, 2020

7. New Business -

b. Case #20020 - North Cass Plaza - Final Plat

Dave Otis, the applicant, gave a brief overview of the final plat stating it was the same as the preliminary plat with nothing further to add..

Katie Jardieu, City Planner, presented the staff report identifying that this was the same as the preliminary plat. Ms. Jardieu also stated that due to previous discussion, the Engineering Memo would be updated to remain consistent.

Ms. Jardieu stated that staff recommends the Planning and Zoning Commission accept the staff proposed findings of fact and forward case #20020 - North Cass Plaza - Final Plat to the City Council with a recommendation of approval subject to the condition of approval.

Motion by Commissioner Bowie, Seconded by Commissioner Urquilla, to accept staff proposed findings of fact of case #20020 North Cass Plaza Final Plat and forward to City Council with a recommendation of approval subject to the applicant submitting construction drawings with coordinating lot numbers.

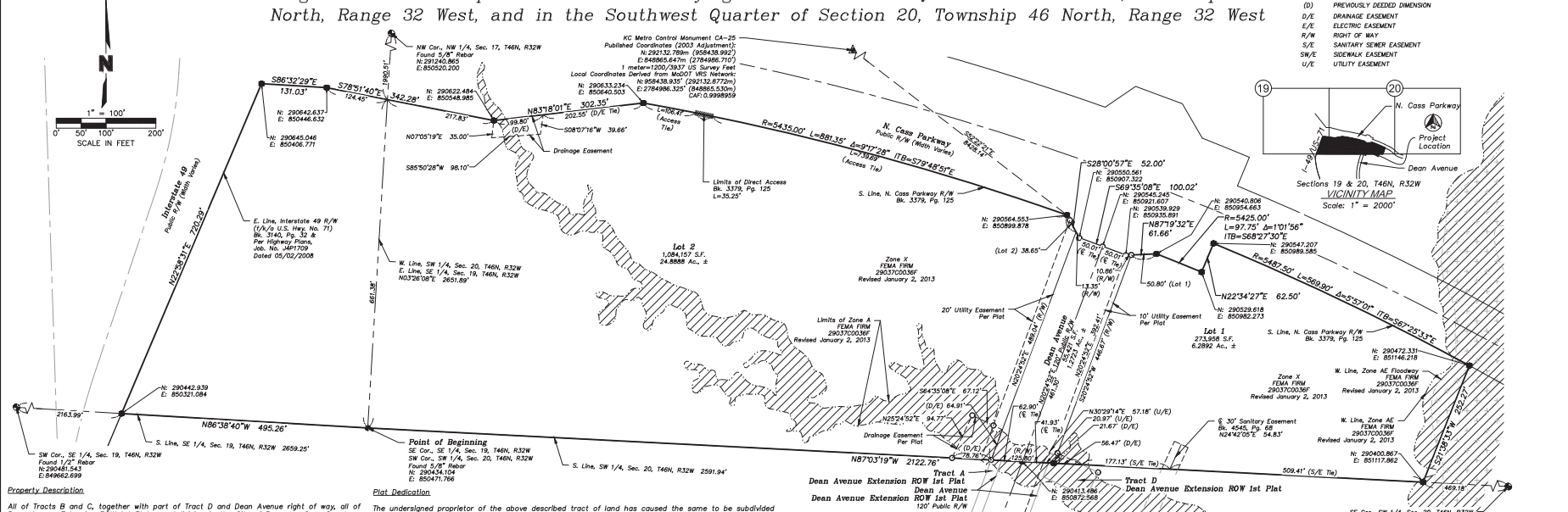
Vote on Motion:

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

Motion passed 8-0-0.

Final Plat North Cass Plaza at the Good Ranch, First Plat

A Replat of Tracts B and C, together with part of Tract D and Dean Avenue right of way, all part of Dean Avenue Extension ROW 1st Plat, a subdivision in the City of Raymore, Cass County, Missouri, together with an unplatted tract of land lying in the Southeast Quarter of Section 19, Township 46 North, Range 32 West, and in the Southwest Quarter of Section 20, Township 46 North, Range 32 West



Prepared For/Property Owner:
Good-Otis, LLC
1464 Trolley Road
Northlake, Illinois 60062
Prepared By:
Olsson
3701 West 133rd Street, Suite 200
Overland Park, Kansas 66213
Telephone: (913) 381-1170
olsson
www.olsson.com
TEL: 913.381.1170

Property Description
All of Tracts B and C, together with part of Tract D and Dean Avenue right of way, all of Dean Avenue Extension ROW 1st Plat, a subdivision in the City of Raymore, Cass County, Missouri, together with an unplatted tract of land lying in the Southeast Quarter of Section 19, and in the Southwest Quarter of Section 20, all in Township 46 North, Range 32 West, described by Patrick Ethan Ward, MO PLS No. 2005000071, of Olsson, MOC-366, as follows:
BEGINNING at the Southeast corner of the Southeast Quarter of Section 19, Township 46 North, Range 32 West; thence North 86 degrees 38 minutes 40 seconds West, on the South line of said Southeast Quarter, a distance of 495.26 feet to a point on the East line of Interstate 49 right of way, as established in Book 2140, Page 32; thence North 22 degrees 58 minutes 31 seconds East, departing said South line, on said East line, a distance of 131.03 feet to a point; thence South 86 degrees 38 minutes 40 seconds East, continuing on said East line, a distance of 131.03 feet to a point; thence South 78 degrees 51 minutes 43 seconds East, continuing on said East line, a distance of 342.28 feet to a point; thence South 85 degrees 18 minutes 01 second East, continuing on said East line, a distance of 302.35 feet to a point on a non-tangent curve, said point also lying on the South line of North Cass Parkway right of way, as established in Book 375, Page 125; thence in an Easterly direction, departing said East line, on said South line, and on a curve to the right whose initial tangent bears South 79 degrees 48 minutes 51 seconds East, having a radius of 5435.00 feet, an arc distance of 881.35 feet, through a central angle of 9 degrees 17 minutes 28 seconds to a point on a non-tangent line; thence South 58 degrees 00 minutes 57 seconds East, continuing on said South line, a distance of 52.00 feet to a point; thence South 69 degrees 35 minutes 08 seconds East, continuing on said South line, a distance of 100.02 feet to a point; thence North 87 degrees 19 minutes 32 seconds East, continuing on said South line, a distance of 61.66 feet to a point on a non-tangent curve; thence in an Easterly and Southeastly direction, continuing on said South line and on a curve to the right, whose initial tangent bears South 68 degrees 27 minutes 30 seconds East, having a radius of 5425.00 feet, an arc distance of 97.75 feet, through a central angle of 1 degrees 01 minute 56 seconds to a point on a non-tangent line; thence North 87 degrees 59 minutes 01 second to a point on a non-tangent line; thence South 21 degrees 38 minutes 33 seconds West, departing said South line, a distance of 252.27 feet to a point on the South line of the Southwest Quarter of Section 20, Township 46 North, Range 32 West; thence North 87 degrees 03 minutes 19 seconds East, on said South line, a distance of 2122.76 feet to the POINT OF BEGINNING, containing 1,413,537 Square Feet, or 32,450.3 Acres, more or less.

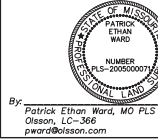
Certification:
I hereby certify that the within Plat of "North Cass Plaza at the Good Ranch, First Plat", a subdivision, is based on an actual survey made by me or under my direct authority and that survey meets or exceeds the current Missouri Standards for Property Boundary Surveys as established by the Missouri Board for Architects, Professional Engineers and Land Surveyors in Division 2030 - Chapter 16 (20 CSR 2030-16). I further certify that the bearings shown on this plat are based on the State Plane Coordinate System of Missouri, Western Zone of the North American Datum of 1983, that the subdivision corner monuments and survey corner monuments were either found or as indicated on this plat the corner lots and street center lines have been marked with permanent monumentation as indicated on this plat; that I have complied with all State and Cass County Statutes, ordinances, and regulations governing the practice of Surveying and the platting of subdivisions to the best of my professional knowledge and belief.

Plat Dedication
The undersigned proprietor of the above described tract of land has caused the same to be subdivided in the manner shown on the accompanying plat, which subdivision shall be hereafter known as "North Cass Plaza at the Good Ranch, First Plat".

Easement Dedication
An easement is hereby granted to the City of Raymore, Cass County, Missouri, for the purpose of locating, constructing, operating, and maintaining facilities for drainage, surface drainage, and grading, including, but not limited to, underground pipes and conduits, any or all of them upon, over, under and along the strips of land designated "Drainage Easement" or "D/E", provided that the easement granted herein is subject to any and all existing easements. The use thereof shall be limited to that purpose only. Said easements shall be kept free from any and all obstructions which would interfere with the construction or reconstruction and proper, safe and continuous maintenance of the aforesaid uses and specifically there shall not be built thereon or thereover any structure (except driveways, paved areas, grass, shrubs and fences) nor shall there be any obstruction to interfere with the agents and employees of Raymore, Cass County, Missouri, and its franchised utilities from going upon said easement and as much of the adjoining lands as may be reasonably necessary in exercising the rights granted by the easement. No excavation or fill shall be made or operation of any kind or nature shall be performed which will reduce or increase the earth coverage over the utilities above stated or the appurtenances thereto without a valid permit from the department of public works.

An easement is hereby granted to the City of Raymore, Cass County, Missouri, for the purpose of locating, constructing, operating, and maintaining facilities for gas, electricity, sewage, telephone, cable tv and surface drainage, and grading, including, but not limited to, underground pipes and conduits, paved areas, grass, shrubs and fences, any or all of them upon, over, under and along the strips of land designated "Utility Easement" (U/E), provided that the easement granted herein is subject to any and all existing easements. Any utilities located within the designated Utility Easements, by virtue of their existence, do hereby covenant and agree that they shall be subject to any and all existing easements (U/E), in the event that additional public right of way is dedicated over the location of the Utility Easement. Where other easements are designated for a particular purpose, the use thereof shall be limited to that purpose only. All of the above easements shall be kept free from any and all obstructions which would interfere with the construction or reconstruction and proper, safe and continuous maintenance of the aforesaid uses and specifically there shall not be built thereon or thereover any structure (except driveways, paved areas, grass, shrubs and fences) nor shall there be any obstruction to interfere with the agents and employees of Raymore, Cass County, Missouri, and its franchised utilities from going upon said easement and as much of the adjoining lands as may be reasonably necessary in exercising the rights granted by the easement. No excavation or fill shall be made or operation of any kind or nature shall be performed which will reduce or increase the earth coverage over the utilities above stated or the appurtenances thereto without a valid permit from the department of public works.

Any streets or rights of way shown on this plat and not heretofore dedicated for public use are hereby so dedicated.



By: Patrick Ethan Ward, MO PLS No. 2005000071
Olsson, LC-366
oslon@olsson.com

Excution
IN TESTIMONY WHEREOF, the undersigned proprietor has caused this instrument to be signed this _____ day of _____, 2020.
OWNER OF Lots 1 and 2: Good-Otis, LLC, a Missouri limited liability company
By: Double G Properties, LP, its managing member
David C. Otis, President
State of _____ JSS
County of _____

Be it remembered that on this _____ day of _____, 2020, before me, a notary public in and for said County of State, came David C. Otis, President of Double G Properties, LP, managing member of Good-Otis, LLC, a Missouri limited liability company; to me, personally known to be the same person who executed the foregoing instrument of writing and duly acknowledged the execution of same. In testimony whereof, I have hereunto set my hand and affixed my notarial seal the day and year above written.

Signature _____
My Commission Expires: _____

Planning and Zoning Commission
This plat of "North Cass Plaza at the Good Ranch, First Plat" addition has been submitted to and approved by the Raymore Planning and Zoning Commission this _____ day of _____, 2020.

Secretary

City Council

This plat of "Dean Avenue Extension ROW 1st Plat" addition, including easements and rights-of-way accepted by the City Council, has been submitted and approved by the Raymore City Council by Ordinance No. _____, duly passed and approved by the Mayor of Raymore, Missouri, on the _____ day of _____, 2020.

Area Summary Table	
Lot 1	273,958 S.F. 6.2892 Ac.
Lot 2	1,084,157 S.F. 24.8888 Ac.
Dean Avenue R/W	55,421 S.F. 1.2723 Ac.
Total	1,413,536 S.F. 32,450.3 Ac.
Replatted Area	66,026 S.F. 1.5157 Ac.

(SEAL) _____ Mayor
ATTEST: _____ City Clerk

City Engineer

Entered on transfer record this _____ day of _____, 2020.
Deputy County Recorder of Deeds

Final Plat
North Cass Plaza at the Good Ranch, First Plat
A Replat of Tracts B, C, and part of Tract D and Dean Avenue ROW, all of Dean Avenue Extension ROW 1st Plat, a subdivision, & an unplatted Tract Raymore, Cass County, Missouri

REV.	NO.	DATE	REVISION DESCRIPTION
		2020	

drawn by: _____ MJB
checked by: _____ TFW
approved by: _____ TFW
GADC by: _____ TFW
project no.: 2020-000000-01
drawing no.: V-FP2-R3882
date: 2020.09.14

SHEET
1 of 1



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: Oct. 26, 2020

SUBMITTED BY: Jim Cadoret

DEPARTMENT: Development Services

<input type="checkbox"/> Ordinance	<input checked="" 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

20-55 - Confirmation of decision to install sidewalk on undeveloped lots

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

REVIEWED BY:

ME

BACKGROUND / JUSTIFICATION

At its Oct. 12 meeting, the City Council held three public hearings on those undeveloped lots that were determined to meet the threshold requiring to have sidewalk installed by the property owner. Council voted to include the eight lots on the list to be formally presented for installation of the sidewalk by the City.

Should Council confirm that the City shall install sidewalk upon the eight identified lots staff will notify each property owner that the City will commence installation no sooner than Sept. 1, 2021. Should the property owner install sidewalk or obtain a building permit to construct a home on the lot prior to Sept. 1, 2021, the City will remove the lot from the installation list. If the City installs sidewalk upon any of the lots a special assessment will be placed on the lot for the cost of installation.

RESOLUTION 20-55

“A RESOLUTION OF THE CITY OF RAYMORE, MISSOURI, CONFIRMING THE DECISION TO INSTALL SIDEWALK ON CERTAIN IDENTIFIED UNDEVELOPED LOTS AND AUTHORIZING CITY STAFF TO TAKE THE STEPS NECESSARY TO HAVE SIDEWALK INSTALLED.”

WHEREAS, in conformance with Section 445.030 K2a5 of the Unified Development Code notification was provided to the owners of undeveloped lots that had been identified as meeting the threshold requirements for having sidewalk installed; and

WHEREAS, a public hearing was held on October 12, 2020, for those lots wherein sidewalk was not installed by the established deadline; and

WHEREAS, at the conclusion of each public hearing for the lots described below the City Council made the findings pursuant to Section 445.030K2a9 of the Unified Development Code and made a determination to install sidewalk on the lot and levy a special assessment against the lot for the costs thereof in accordance with Section 445.030K2a7; and

WHEREAS, the City Council decision to install sidewalks was done for the purpose of having a continuous and connected sidewalk network throughout the City.

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

Section 1. The City Council confirms the determination made at the October 12, 2020 public hearing and authorizes the installation of sidewalk on the following described undeveloped lots:

- 1903 Creek View Lane - Alexander Creek 2nd Plat Lot 80
- 1907 Creek View Lane - Alexander Creek 2nd Plat Lot 78
- 1909 Creek View Lane - Alexander Creek 2nd Plat Lot 77
- 1913 Creek View Lane - Alexander Creek 2nd Plat Lot 75
- 1919 Creek View Lane - Alexander Creek 2nd Plat Lot 73
- 431 Spring Branch Drive - Madison Creek 3rd Plat Lot 133
- 433 Spring Branch Drive - Madison Creek 3rd Plat Lot 132
- 1503 Lewis Circle - Westbrook at Creekmoor 7th Plat Lot 168

Section 2. City staff is authorized to proceed with the plans and specifications for the installation of sidewalks upon the above identified lots. No sidewalk shall be installed by the City before September 1, 2021.

Section 3. City staff is authorized to levy a special assessment against those lots upon which the sidewalk is installed for the costs of installation of the sidewalk.

Section 4. This Resolution shall become effective on and after the date of passage and approval.

Section 5. Any Resolution or part thereof which conflicts with this Resolution shall be null and void.

DULY READ AND PASSED THIS 26TH DAY OF OCTOBER, 2020, 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: October 12, 2020

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 3582 Authorization of 2020 General Obligation Bond Issue

STRATEGIC PLAN GOAL/STRATEGY

4.3.1: Develop & Implement long-term funding strategies to support City operations

FINANCIAL IMPACT

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

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
11/09/2020	

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

On August 4, 2020 Raymore voters approved the issuance of no tax increase debt to fund \$17,575,000 in street improvements and \$5,930,000 in park improvements. This ordinance calls for the sale of general obligation bonds to fund a portion of those improvements. The bonds will be issued at three different competitive sales. The first is scheduled for November 9, 2020 for a total principal amount of \$9,000,000.

The \$9,000,000 Go Bond Issue will be used for the following. \$7,000,000 in street improvements and \$2,000,000 in park improvements will be done with this issuance.

This issue will be "bank-qualified". "Bank-qualification" is available to all issuers who intend to issue \$10 million or less of tax-exempt securities in any one calendar year. The amount of the 2020 bonds has been set to an amount so that the City qualifies for "bank-qualification".

The 2020 general obligation bonds are expected to be sold via an electronic competitive sale method and Piper, Sandler & Co. will be serving as the City's financial advisor.

ORDINANCE NO. _____

OF

CITY OF RAYMORE, MISSOURI

PASSED

NOVEMBER 9, 2020

AUTHORIZING

**\$9,000,000
GENERAL OBLIGATION BONDS
SERIES 2020**

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BILL 3582

ORDINANCE NO.

"AN ORDINANCE AUTHORIZING AND DIRECTING THE ISSUANCE, SALE AND DELIVERY OF \$9,000,000 PRINCIPAL AMOUNT OF GENERAL OBLIGATION BONDS, SERIES 2020 OF THE CITY OF RAYMORE, MISSOURI, AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS BY THE CITY."

WHEREAS, the 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 City is authorized under the General Obligation Bond Law (as defined below), to incur indebtedness and issue and sell general obligation bonds of the City to evidence such indebtedness for lawful purposes, upon obtaining the approval of at least four-sevenths of the qualified electors of the City voting on the question to incur indebtedness at certain municipal, primary or general elections or two-thirds of the qualified electors of the City voting on the question to incur indebtedness at other elections; and

WHEREAS, pursuant to the provisions of the laws of the State of Missouri, the voters of the City, on August 4, 2020 (the "Election"), approved the issuance of \$17,575,000 of general obligation bonds for the purpose of acquiring rights-of-way, and constructing, extending and improving streets and roads within or leading to the City including, without limitation, the (a) redevelopment of the Interstate 49/Highway 58 interchange and widening of Interstate 49 to six lanes to North Cass Parkway, (b) reconstruction of Ward Road from Highway 58 to 163rd Street, (c) construction of and extending Sunset Lane from north of Highway 58 to 163rd Street, and (d) reconstruction of Kurzweil Road from Highway 58 to 155th Street (collectively, the "Street Projects"); and

WHEREAS, pursuant to the provisions of the laws of the State of Missouri, the voters of the City, at the Election, approved the issuance of \$5,930,000 of general obligation bonds for the purpose of acquiring, constructing, improving, renovating and equipping the park and recreation system within the City including, without limitation, the (a) expansion of the Raymore Activity Center to include an additional basketball court, additional classrooms and a yoga/workout studio, (b) adding new amenities to the outdoor event space at the Centerview, and (c) adding new amenities to the Hawk Ridge Park Amphitheater (collectively, the "Parks Projects," the Parks Projects and the Street Projects being the "Projects"); and

WHEREAS, it is hereby found and determined that it is necessary for the City at this time to issue \$7,000,000 of the authorized general obligation bonds for the Street Projects and \$2,000,000 of the authorized general obligation bonds for the Parks Projects (the "Bonds"); and

WHEREAS, as a result of market conditions relating to the sale of the Bonds, the City has determined it necessary and advisable to generate funds from the sale of

certain Bonds which are issued with original issue premium by agreeing to sell the Bonds at an aggregate reoffering price of approximately 10%; and

WHEREAS, the City acknowledges that the interest rates payable on the Bonds which generate original issue premium (the "Premium Bonds") will result in debt service payments that are higher than if the Premium Bonds had been sold at interest rates equal to the yield on each maturity of the Premium 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 at this time to authorize the issuance and delivery of said bonds pursuant to the General Obligation Bond Law for the purposes aforesaid as herein provided.

NOW, THEREFORE, BE IT ORDAINED BY THE 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:

"Arbitrage Instructions" means the arbitrage investment and rebate instructions included 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.

"Bonds" means the General Obligation Bonds, Series 2020 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.

"Certificate of Final Terms" means the certificate by that name relating to the Bonds and executed by the City and the Purchaser.

"City" means the City of Raymore, Missouri, and any successors or assigns.

"Code" means the Internal Revenue Code of 1986, as amended.

"Debt Service Fund" means the fund by that name referred to in **Section 501** hereof.

"Defaulted Interest" means interest on any Bond 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 which 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.

"General Obligation Bond Law" means Article VI, Section 26 of the Constitution of Missouri, 1945, as amended and Section 95.115 et seq., of the Revised Statutes of Missouri, as amended.

"Interest Payment Date" means the Stated 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 or otherwise.

"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.

"Parks Project" shall mean acquiring, constructing, improving, renovating and equipping the park and recreation system within the City including, without limitation, the (a) expansion of the Raymore Activity Center to include an additional basketball court, additional classrooms and a yoga/workout studio, (b) adding new amenities to the outdoor event space at the Centerview, and (c) adding new amenities to the Hawk Ridge Park Amphitheater.

"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, Kansas City, Kansas, and any successors or assigns.

"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 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) above, 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) 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, joint venture, association, firm, joint-stock company, trust, unincorporated organization, or government or any agency or political subdivision thereof or other public body.

"Project" shall mean, collectively, the Street Projects and the Parks Project.

"Project Fund" means the fund by that name referred to in **Section 501**.

"Purchase Price" means the principal amount of the Bonds plus any accrued interest to the delivery date and plus any premium as set forth in the bid of the Purchaser.

"Purchaser" means the original purchaser of the Bonds determined to have provided the best bid in accordance with the public sale of the Bonds.

"Record Date" for the interest payable on the Bonds on any Interest Payment Date means 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.

"Replacement Bonds" means Bonds issued to the beneficial owners of the Bonds in accordance with **Section 209(b)** 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 each Bond as the fixed date on which the principal of such Bond or any installment of interest is due and payable.

"Street Projects" shall mean acquiring rights-of-way, and constructing, extending and improving streets and roads within or leading to the City including, without limitation, the (a) redevelopment of the Interstate 49/Highway 58 interchange and widening of Interstate 49 to six lanes to North Cass Parkway, (b) reconstruction of Ward Road from Highway 58 to 163rd Street, and (d) reconstruction of Kurzweil Road from Highway 58 to 155th Street.

"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, which obligations are held in a custodial or trust account for the benefit of the City.

ARTICLE II

AUTHORIZATION OF BONDS

Section 201. Authorization of Bonds. There shall be issued and hereby are authorized and directed to be issued the General Obligation Bonds, Series 2020 of the City in a principal amount of \$9,000,000 (the "Bonds"); \$7,000,000 for the purpose of financing a portion of the costs of the Street Projects and paying costs related to the issuance of the Bonds, and \$2,000,000 for the purpose of financing a portion of the costs of the Parks Projects and paying costs related to the issuance of the 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 March 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

<u>Stated Maturity</u> <u>March 1</u>	<u>Principal Amount</u>	<u>Annual Rate of Interest</u>
2033	\$950,000	%
2034	975,000	
2035	1,005,000	
2036	1,035,000	
2037	1,065,000	
2038	1,285,000	
2039	1,325,000	
2040	1,360,000	

The Bonds shall bear interest at the above-specified rates (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, 2021.

Each of the Bonds, as originally issued or issued upon transfer, exchange or substitution, shall be in substantially the form set forth in **Exhibit A** attached hereto.

Section 203. Designation of Paying Agent. Security Bank of Kansas City, Kansas City, Kansas is hereby designated as the City's 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 Bondowner. 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 and interest on the Bonds shall be payable in any coin or currency of the United States of America that, on the respective dates of payment thereof, is legal tender for the payment of public and private debts.

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 by (a) 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 (i) the Securities Depository, or (ii) any Registered Owner of \$500,000 or more in aggregate principal amount of Bonds, by electronic transfer to such Registered Owner upon written notice signed by such Registered Owner given to the Paying Agent 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.

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 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 and expenses 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.

The City and the Paying Agent may deem and treat the Person in whose name any Bond is registered on the Bond Register as the absolute owner of such Bond, whether such Bond is overdue or not, for the purpose of receiving payment of, or on account of, said Bond and for all other purposes. All payments so made to any such Registered Owner or upon the Registered Owner's order shall be valid and effective to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the City nor the Paying Agent shall be affected by any notice to the contrary.

At reasonable times and under reasonable regulations established by the Paying Agent, the Bond Register may be inspected and copied by the Registered Owners of 10% or more in principal amount of the Bonds then Outstanding or any designated representative of such Registered Owners whose authority is evidenced to the satisfaction of the Paying Agent.

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 or upon the order of 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 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 delivering 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 promptly 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 destroyed and shall file an executed counterpart of such certificate with the City.

Section 209. 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 Bondowner 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 Bondowner 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 Bondowners 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 209(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 Bondowners are unable to locate a qualified successor of the Securities Depository in accordance with **Section 209(c)** hereof, then the Paying Agent shall authenticate and cause delivery of Replacement Bonds to Bondowners, 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 210. Preliminary Official Statement and Final Official Statement. The Preliminary Official Statement, in the form on file with the City and attached hereto as **Exhibit B**, 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 transactions related to the issuance of the Bonds. 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 Final 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 requirement 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 211. Sale of Bonds. The Bonds shall be sold at public sale to the Purchaser whose bid is in compliance with **Section 202** hereof and the Notice of Sale circulated for the sale of the Bonds and attached hereto as **Exhibit C**, is not otherwise rejected by the City in accordance with the provisions of the Notice of

Sale, and will result in the lowest "true interest cost" as provided in the Notice of Sale, but excluding any interest accrued to the date of delivery. The Bonds shall be sold to the Purchaser at the Purchase Price set forth in the winning bid, as such Purchase Price may be adjusted in connection with issue sizing adjustments made in accordance with the terms of the Notice of Sale. The Mayor is authorized to accept the Purchaser's winning bid and to execute a Certificate of Final Terms for and on behalf of and as the act and deed of the City, such officer's signature thereon being conclusive evidence of such official's and the City's approval thereof. Delivery of the Bonds shall be made to the Purchaser as soon as practicable after the adoption of this Ordinance and the acceptance of the Purchaser's bid, upon payment therefor in accordance with the terms of sale.

ARTICLE III

OPTIONAL REDEMPTION OF BONDS

Section 301. Optional and Mandatory Redemption of Bonds.

(a) *Optional Redemption.* At the option of the City, the Bonds may be called for redemption and payment prior to maturity not later than March 1, 2028 and thereafter, in whole or in part at any time, at the Redemption Price of 100% of the principal amount thereof, plus accrued interest thereon to the Redemption Date.

(b) *Mandatory Redemption.* The Bonds maturing March 1, _____ (the "Term Bonds") shall be subject to mandatory redemption and payment prior to Stated Maturity pursuant to the mandatory redemption requirements of this Section at a Redemption Price equal to 100% of the principal amount thereof, plus accrued interest thereon to the Redemption Date, on the dates and in the amounts as follows:

Term Bonds Maturing on March 1, _____

Year	<u>Principal Amount</u>
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At its option, to be exercised on or before the 35th day next preceding any mandatory Redemption Date, the City may: (1) deliver to the Paying Agent for cancellation Term Bonds in any aggregate principal amount desired; or (2) furnish the Paying Agent funds, together with appropriate instructions, for the purpose of purchasing any Term Bonds 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 Term Bonds which, prior to such date, have been redeemed (other than through the operation of the mandatory redemption requirements of this subsection (b)) and cancelled by the Paying Agent and not theretofore applied as a credit against any redemption obligation under this subsection (b). Each Term 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 Term 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 Term Bonds of the same Stated Maturity in chronological order, and the principal amount of Term 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 35th 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 the Term Bonds to be cancelled.

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 35 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 Paying 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** 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 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 any accrued 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 the following information:

- (a) the Redemption Date;
- (b) the Redemption Price;
- (c) if less than all Outstanding Bonds of a maturity are to be redeemed, the identification (such identification to include interest rates, maturities, CUSIP numbers and such additional information as the Paying Agent may reasonably determine) of the Bonds to be redeemed;
- (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 any defect therein shall not invalidate any redemption.

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 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.

In addition to the foregoing notice, further notice shall be given by the Paying Agent on behalf of the City as set out below, but no defect in said further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if official notice thereof is given as above prescribed.

(a) Each further notice of redemption given hereunder shall contain the information required above for an official notice of redemption plus (1) the CUSIP numbers of all Bonds being redeemed; (2) the date of issue of the Bonds as originally issued; (3) the rate of interest borne by each Bond being redeemed; (4) the maturity date of each Bond being redeemed; and (5) any other descriptive information needed to identify accurately the Bonds being redeemed.

(b) Each further notice of redemption shall be sent at least one day before the mailing of notice to Bondowners by first class, registered or certified mail or overnight delivery, as determined by the Paying Agent, to all registered securities depositories then in the business of holding substantial amounts of obligations of types comprising the Bonds and to one or more national information services that disseminate notices of redemption of obligations such as the Bonds.

(c) Each check or other transfer of funds issued for the payment of the Redemption Price of Bonds being redeemed shall bear or have enclosed the CUSIP number of the Bonds being redeemed with the proceeds of such check or other transfer.

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 general obligations of the City payable from ad valorem taxes that may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the City. The full faith, credit and resources of the City are hereby irrevocably pledged for the prompt payment of the Bonds as the same become due.

Section 402. Levy and Collection of Annual Tax. For the purpose of providing for the payment of the Bonds as the same become due, there is hereby levied upon all of the taxable tangible property within the City a direct annual tax sufficient to produce the amounts necessary for the payment of the Bonds as the same become due and payable in each year.

The taxes referred to above shall be extended upon the tax rolls in each of the several years, respectively, and shall be levied and collected at the same time and in the same manner as the other ad valorem taxes of the City are levied and collected. The proceeds derived from said taxes shall be deposited in the Debt Service Fund, shall be kept separate and apart from all other funds of the City and shall be used for the payment of the Bonds as and when the same become due and the fees and expenses of the Paying Agent.

If at any time said taxes are not collected in time to pay the Bonds when due, the Finance Officer is hereby authorized and directed to pay said Bonds out of the general funds of the City and to reimburse said general funds for money so expended when said taxes are collected.

ARTICLE V

ESTABLISHMENT OF FUNDS; DEPOSIT AND APPLICATION OF MONEYS

Section 501. Establishment of Funds. There have been or shall be established in the treasury of the City and shall be held and administered by the Finance Officer of the City the following separate funds:

- (a) Project Fund, with a subaccount for the Parks Project and the Street Project.
- (b) Debt Service Fund.

Section 502. Deposit of Bond Proceeds. The net proceeds received from the sale of the Bonds shall be deposited simultaneously with the delivery of the Bonds in the Project Fund and designated for the Parks Project and the Streets Project.

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 Finance Officer is authorized and directed to withdraw from the Debt Service Fund sums sufficient to pay the Bonds and the fees and expenses of the Paying Agent as and when the same become due, and to forward such sums to the Paying Agent in a manner that ensures that the Paying Agent will receive immediately available funds in such amounts on or before the Business Day immediately preceding the dates when such principal, interest and fees of the Paying Agent will become due. If, through the lapse of time or otherwise, the Registered Owners of Bonds are no longer entitled to enforce payment of the Bonds or the interest thereon, the Paying Agent shall return said funds to the City. 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 indebtedness for which the Bonds were issued and all other indebtedness of the City shall be transferred and paid into the general fund of the City or as otherwise required by law.

Section 504. 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 authorized to do business 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 kept separate and apart from all other funds of the City so that there shall be no commingling of such funds with any other funds of the City.

Moneys held in any fund referred to in this Ordinance may be invested by the Finance Officer at the direction of the City Council, 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 505. Nonpresentment of Bonds. If any Bond is not presented for payment when due, 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 to the City without liability for interest thereon 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 or the Paying Agent shall not be liable for any interest thereon and shall not be regarded as a trustee of such money.

Section 506. 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.

Section 507. Application of Moneys in the Project Fund. Moneys in the Project Fund shall be used by the City solely for the purpose of paying the costs of the Projects for which the Bonds have been voted and authorized, in accordance with the plans and specifications therefor prepared by the City's architects or engineers heretofore approved by the City Council and on file in the office of the City Clerk, including any alterations in or amendments to said plans and specifications deemed advisable and approved by the City, and paying the costs and expenses of issuing the Bonds.

The Finance Officer shall make withdrawals from the Project Fund only upon duly authorized and executed order of the City Council therefor for a purpose within the scope of this Ordinance. Upon completion of the purpose for which the Bonds have been issued, any surplus remaining in the Project Fund shall be transferred to and deposited in the Debt Service Fund.

ARTICLE VI

REMEDIES

Section 601. Remedies. The provisions of this Ordinance, including the covenants and agreements herein contained, shall constitute a contract between the City and the Registered Owners of the Bonds, and the Registered Owner or Owners of not less than 10% 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 Bondowners. 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 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 Bondowners secured hereby shall have any right in any manner whatever by his or 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 Bondowners 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 Bondowner 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 Bondowner 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 Bondowner, 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 Bondowners shall continue as if no such suit, action or other proceedings had been brought or taken.

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 the pledge of the City's faith and credit hereunder 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 authorized to do business in the State of Missouri and 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/or Defeasance Obligations that, together with the interest to be earned on any such Defeasance Obligations, will be sufficient for the payment of the Bonds 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 has been given, or the City has 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** of this Ordinance. 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.

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 or resolutions and take such other actions as may be necessary to comply with the Code and with other applicable future law, in order to ensure that the interest on the Bonds will remain excluded from federal gross income, to the extent any such actions can be taken by the City.

(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.

(c) 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 exclusion from federal gross income of the interest on the Bonds.

(d) The City covenants and agrees that it will not use any portion of the proceeds of the Bonds, including any investment income earned on such proceeds, directly or indirectly, (1) in a manner that would cause any Bond to be a "private activity bond" within the meaning of Section 141(a) of the Code, or (2) to make or finance a loan to any Person.

(e) The foregoing covenants shall remain in full force and effect notwithstanding the defeasance of the Bonds pursuant to **Article VII** of this Ordinance 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 governing body of the City 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 promptly cure such deficiency.

A copy of each annual audit will be mailed to the Purchaser and, upon payment of the reasonable cost of preparing and mailing the same, a copy of any annual audit will, upon request, be sent to any Bondholder or prospective Bondholder.

Section 803. Amendments. The rights and duties of the City and the Bondowners, 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 due upon any Bond;
 - (b) effect a reduction in the amount that the City is required to pay on any Bond;
 - (c) alter the redemption terms of the Bonds;
 - (d) permit preference or priority of any Bond over any other Bond;
- or
- (e) 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 governing body of the City 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 Bondowners, 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 Bondowners.

Every amendment or modification of the provisions of the Bonds or of this Ordinance, to which the written consent of the Bondowners is given, as above provided, shall be expressed in an ordinance adopted by the governing body of the City 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 and 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 Bondowner or prospective Bondowner.

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 Bondowners. Any notice, consent, request, direction, approval or other instrument to be signed and executed by the Bondowners may be in any number of concurrent writings of similar tenor and may be signed or executed by such Bondowners 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, (except for the assignment of ownership of a Bond as provided for in the form of the Bond set forth in **Exhibit A** attached hereto), 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 Bondowners shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Bonds which the Bondowners 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 Bondowners 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 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 which 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.

DULY READ THE FIRST TIME THIS 26TH DAY OF OCTOBER, 2020.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 9TH DAY OF NOVEMBER, 2020, 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

Approved as to form:

(SEAL)

City Attorney

**EXHIBIT A
TO ORDINANCE**

(FORM OF BONDS)

**UNITED STATES OF AMERICA
STATE OF MISSOURI**

**Registered
No. R-**

**Registered
\$ _____**

**CITY OF RAYMORE, MISSOURI
GENERAL OBLIGATION BOND
SERIES 2020**

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Dated Date</u>	<u>CUSIP Number</u>
%		November 24, 2020	

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: _____ DOLLARS

THE 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, 2021, until said principal amount has been paid.

The principal or Redemption Price of this Bond shall be paid at maturity or upon earlier redemption by check or draft to the Person in whose name this Bond is registered on the Bond Register at the Maturity or Redemption Date thereof, upon presentation and surrender of this Bond at the payment office of **Security Bank of Kansas City** (the "Paying Agent"). The interest payable on this Bond on any Interest Payment Date shall be paid to the Person in whose name this Bond is registered on the registration books maintained by the Paying Agent at the close of business on the Record Date for such interest, which shall be the 15th day (whether or not a Business Day) of the calendar month next preceding the Interest Payment Date. Such interest shall be payable (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 the Securities Depository or 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 by such 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. The principal or Redemption Price of and interest on the Bonds shall be payable by check or draft 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 "General Obligation Bonds, Series 2020," aggregating the principal amount of \$9,000,000 (the "Bonds"), issued by the City for the purpose of financing the costs of the Projects, 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. Capitalized terms not defined herein shall have the meanings set forth in the Ordinance.

At the option of the City, Bonds or portions thereof may be redeemed and paid prior to maturity on March 1, 2028, and thereafter in whole or in part at any time at the redemption price of 100% of the principal amount thereof, plus accrued interest thereon to the redemption date.

The Bonds are 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 the Principal Amount for the applicable year set forth in the Ordinance 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 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.

The Bonds constitute general obligations of the City payable from ad valorem taxes that may be levied without limitation as to rate or amount upon all the

taxable tangible property, real and personal, within the territorial limits of the City. The full faith, credit and resources of the City are irrevocably pledged for the prompt payment of the Bonds as the same become due.

The Bonds are issuable in the form of fully registered Bonds without coupons in 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 or with respect to each form of Bonds, 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 pursuant to the Ordinance being evidenced in the records of such participants. Transfers of ownership shall be effected on the records of the Securities Depository and its participants pursuant to rules and procedures established by the Securities Depository and its participants. The City and the Paying Agent 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, and redemption premium, if any, and interest on, this Bond, (ii) notices and (iii) voting. Transfer of payments to participants of the Securities Depository, and transfer of payments to beneficial owners of the Bonds by participants of the Securities Depository will be the responsibility of such participants and other nominees of such beneficial owners. The City and the Paying Agent 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 on this Bond shall be made in accordance with existing arrangements among the City, the Paying Agent and the Securities Depository.

EXCEPT AS OTHERWISE PROVIDED IN THE ORDINANCE, THIS 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 payments 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; that a direct annual tax upon all taxable tangible property situated in the City has been levied for the purpose of paying the Bonds when due; and that the total indebtedness of the City, including this Bond and the series of which it is one, does not exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, the **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: _____

SECURITY BANK OF KANSAS CITY,
Paying Agent

(Seal)

ATTEST:

By _____
Authorized 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 Boulevard
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**



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: October 26, 2020

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 3583 - Establishing stop sign

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
November 2020	November 2020

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

Stop Sign Policy

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

Bristol Drive is identified as a collector street on the City's Transportation Plan. The City's Stop Sign Policy calls for a stop sign to be placed on local roads that intersect collector and arterial streets.

Staff is recommending a stop sign to be installed on Coventry Lane at Bristol Drive.

BILL 3583

ORDINANCE

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, ESTABLISHING A STOP SIGN WITHIN THE CITY LIMITS OF RAYMORE, CASS COUNTY, MISSOURI."

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:

- Coventry Lane at Bristol Drive

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

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

DULY READ THE FIRST TIME THIS 26TH DAY OF OCTOBER, 2020.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 9TH DAY OF NOVEMBER, 2020, 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 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.

Additional Installation Criteria:

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

- On residential streets or collector streets at intersections with collectors, arterials or other 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.



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: 10/21/20

SUBMITTED BY: Jonathan Zerr

DEPARTMENT: Legal

<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 3585 - Approving Extended & Amended Employment Agreement - City Manager

STRATEGIC PLAN GOAL/STRATEGY

4.1.3 and 4.2.1 Continual governance improvement and high quality workforce

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

Extended and Amended Employment Agreement.

REVIEWED BY:

Jonathan Zerr

BACKGROUND / JUSTIFICATION

If approved, this Bill would extend and amend the current employment contract with Jim Feuerborn, allowing him to continue serving as City Manager.

The only significant alterations from the original contract (as amended and extended from last year) include the following:

- (a) Base salary increased by \$8,795.40 to \$155,385.40,
- (b) All applicable dates for effectiveness and execution have been updated to 2020,
- (c) The term of the contract has been extended to September 2022, and
- (d) The contract removes the requirement for the City to pay a \$25,000 bond (based upon recent revisions to the Code of Ordinances).

BILL 3585

ORDINANCE

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE MAYOR TO ENTER INTO AN EMPLOYMENT AGREEMENT WITH JIM FEUERBORN FOR THE SERVICES OF A CITY MANAGER, AUTHORIZING APPROVAL OF THIS ORDINANCE AND EXECUTION OF THE CONTRACT HEREIN FOR APPOINTMENT OF A CITY MANAGER FOR ORDERLY ADMINISTRATION OF THE LEGAL ADMINISTRATIVE AND CONTRACTUAL MATTERS OF THE CITY."

WHEREAS, Article V, Section 5.1 of the Raymore City Charter provides that a City Manager is needed to carry out the orderly affairs of administration of the City, and may be appointed by the Mayor with the advice and consent of six (6) out of eight (8) members of the entire City Council.

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

Section 1. The Mayor is hereby authorized to enter into an Extended and Amended Employment Agreement with Jim Feuerborn as City Manager which is attached as Exhibit A.

Section 2. The Mayor and City Clerk are authorized to execute Exhibit A, Extended and Amended Employment Agreement, on behalf of the City of Raymore.

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

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

DULY READ THE FIRST TIME THIS 26TH DAY OF OCTOBER, 2020.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 9TH DAY OF NOVEMBER, 2020, BY THE FOLLOWING VOTE:

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

ATTEST:

APPROVE:

Jean Woerner, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature

EXTENDED & AMENDED EMPLOYMENT AGREEMENT

THIS EXTENDED & AMENDED EMPLOYMENT AGREEMENT (hereinafter called the "Agreement"), made and entered into this _____ day of _____, 2020, by and between the City of Raymore, of the State of Missouri, a Charter City and municipal corporation, hereinafter called "Employer" and Jim Feuerborn, hereinafter called "Employee", both of whom understand as follows:

WITNESSETH:

WHEREAS, Employer desires to continue the employment services of said Employee, Jim Feuerborn as City Manager whose powers and duties are outlined in Article V, Section 5.2 of the City Charter and in Article V, Section 115.170-115.20 of the Municipal Code of the City of Raymore; and

WHEREAS, following the annual review required by Article V, Section 5.4 of the City Charter, Employer desires to amend and alter the compensation paid to said Employee, Jim Feuerborn for the continued services as City Manager until further amended or altered by mutual agreement of the Employer and the Employee or until expiration of the original term of the Employment Contract entered into and dated the 8th day of September, 2014, as amended and extended in subsequent years.

WHEREAS, it is the desire of the governing board of the Employer (hereinafter called "Council") to provide certain benefits, to establish certain conditions of employment, and to set the working conditions of said Employee; and

WHEREAS, Employee desires to accept the continued employment as City Manager of said City of Raymore; and

WHEREAS, the parties acknowledge that Employee is a member of the International City/County Management Association (ICMA) and that Employee is subject to the ICMA Code of Ethics;

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

SECTION 1. DUTIES

Employer agrees to continue to employ said Employee, Jim Feuerborn, as City Manager of the City of Raymore to perform the functions and duties specified in said Article V, Sections 5.1 through 5.4 of the Raymore City Charter and by Article V, Sections 115.170 through Section 115.240 of the Municipal Code of the City of Raymore and to perform other legally permissible and proper duties and functions as the Council shall from time to time assign.

SECTION 2. TERM

A. Employer and Employee acknowledge that the City Manager shall be appointed, effective retroactively to September 1, 2020, for an indefinite term but it is the intent of both parties that Employee shall remain in the exclusive employment of Employer until September 1, 2022 and neither to accept other employment nor to become employed by any other employer until said termination date, unless said termination date is affected as herein provided.

B. In the event written notice is not given by either party to this Agreement to the other a minimum of thirty (30) days prior to the termination date as hereinabove provided, this Agreement may be extended on the same terms and conditions as herein provided, for additional one (1) year periods. Said Agreement

shall continue thereafter for one (1) year periods unless either party hereto gives thirty (30) day written notice to the other party that the party does not wish to extend this Agreement. In the case where the Employer gives said notice, the provisions of Section 4, Paragraph A of this Agreement apply.

C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employer's Council, to terminate the services of Employee at any time, subject only to the provisions set forth in Section 4, Paragraphs A and B of this Agreement.

D. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time from his position with Employer, subject only to the provision set forth in Section 5 of this Agreement.

SECTION 3. SUSPENSION

Employer may suspend the Employee with full pay and benefits at any time during the term of this Agreement, but only if:

- (1) a majority of the Council and Employee agree, or
- (2) after a public hearing a majority of the Council votes to suspend Employee, for just cause provided, however, that Employee shall have been given written notice setting forth any charges at least ten (10) days prior to such hearing by the Council member bringing such charges.

SECTION 4. TERMINATION AND SEVERANCE PAY

A. In the event Employee is terminated by the Council before expiration of the aforesaid term of employment and during such time that Employee is willing and able to perform his duties under this Agreement, then in that event, Employer

agrees to pay Employee a lump sum cash payment equal to four (4) months aggregate salary, benefits, and deferred compensation. Employee shall also be compensated for all earned sick leave, vacation, holidays, and other accrued benefits to date in accordance with the provisions governing accrual and payment thereof on termination of employment in the City Personnel Policy.

B. In the event the Employee is terminated for cause or for conviction, as defined by Section 312.01 of the Raymore Personnel Code then, in that event, Employer shall have no obligation to pay the aggregate severance sum designated in the above paragraph.

C. In the event Employer at any time during the term of this Agreement reduces the salary or other financial benefits of Employee in a greater percentage than applicable across-the-board reduction for all employees of Employer, or in the event Employer refuses, following written notice, to comply with any other provision benefiting Employee herein, then Employee will be deemed to be "terminated" at the date of such reduction or such refusal to comply and shall be entitled to severance as described in Section 4, Paragraph A.

SECTION 5. RESIGNATION

In the event Employee voluntarily resigns his position with Employer before expiration of aforesaid term of his employment, then Employee shall give Employer one (1) month notice in advance, unless the parties agree otherwise.

SECTION 6. DISABILITY

If Employee is permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity or health for a period

of four (4) successive weeks beyond any accrued sick leave, Employer shall have the option to terminate this Agreement, subject to the severance pay requirements of Section 4, Paragraph A.

SECTION 7. SALARY AND COMPENSATION

Employer agrees to pay Employee for his services rendered pursuant hereto an annual base salary retroactively applied to November 1, 2020 of \$155,385.40, payable in installments at the same time as the other management employees of the Employer are paid. In addition, Employer agrees to increase said base salary and/or benefits of Employee in such amounts and to such extent as the Council may determine that it is desirable to do so on the basis of an annual performance and salary review of said Employee that shall occur in October of each year. Any salary increase deemed appropriate by the Council shall go into effect at the same time and in the same manner as regular and management employees of the City.

In addition to the annual salary provided for above, Employee shall also receive as part of his compensation under this Agreement, a vehicle allowance for acquisition, maintenance, operation and continued support of Employee's vehicle in an amount of \$500.00 per month payable with the installments provided for the annual base salary.

In addition to the annual salary and the vehicle allowance provided above, Employee shall also receive as part of his compensation under this Agreement, a contribution from Employer equal to five percent (5%) of Employee's gross base salary to a deferred compensation plan maintained, managed and operated through the International City/County Management Association Retirement Corporation

(ICMA-RC).

In addition to the annual salary, the vehicle allowance and the deferred compensation plan, Employee shall also receive as part of his compensation under this Agreement, a cellular telephone allowance for acquisition, maintenance, operation and continued support of Employee's cellular telephone in an amount equal to \$65.00 per month (or such additional amount as may be approved and authorized by the Employer's policies for other employees) to be paid with the installments provided for the annual base salary.

SECTION 8. PERFORMANCE EVALUATION

A. The Mayor and Council shall review and evaluate the performance of the Employee at least once annually in October. Said review and evaluation shall be in accordance with specific criteria developed jointly by Employer and Employee. The Mayor shall provide the Employee with a summary written statement of the findings and provide an adequate opportunity for the Employee to discuss his evaluation with the Council.

B. Annually, the Council and Employee shall define such goals and performance objectives that they may determine necessary for the proper operation of Raymore and in the attainment of the Council's policy objectives and shall further establish a relative priority among those various goals and objectives, said goals and objectives to be reduced to writing. They shall generally be attainable within the time limitations as specified and the annual operating and capital budgets and appropriations provided.

C. In effecting the provisions of this Section, the Council and Employee

mutually agree to abide by the provisions of applicable law.

SECTION 9. HOURS OF WORK

It is recognized that Employee must devote a great deal of time outside the normal office hours to business of the Employer, and to that end Employee will be allowed to take time off as he shall deem appropriate during said normal office hours.

SECTION 10. OUTSIDE ACTIVITIES

Employee shall not spend more than ten (10) hours per week in teaching, consulting or other non-Employer-connected business without the prior approval of the Council.

SECTION 11. VACATION LEAVE

Employee shall accrue and have credited to his personal account vacation leave at his current accrual rate with increases pursuant to the Raymore Personnel Policy.

SECTION 12. DISABILITY, HEALTH AND LIFE INSURANCE

A. Employer agrees to put into force and to make required premium payments for Employee for insurance policies for life, accident, sickness, disability income benefits, major medical, and dependent's coverage group insurance covering Employee and his dependents.

B. Employer agrees to purchase and to pay the required premiums on term life insurance policies equal in amount to the annual gross salary of Employee up to the maximum amount allocated pursuant to the benefit package authorized to all employees of Raymore, with the beneficiary named by Employee.

C. Employer agrees to provide hospitalization, surgical and comprehensive medical insurance for Employee and his dependents and to pay the premiums thereon equal to that which is provided all other employees of Employer or, in the event no such plan exists, to provide same for Employee.

D. Employer shall provide travel insurance for Employee while he is traveling on Employer's business, with Employee to name beneficiary thereof.

E. Employee agrees to submit once per calendar year to complete physical examination by a qualified physician selected by the Employer, the cost of which shall be paid by the Employer, should the Employer so require.

SECTION 13. RETIREMENT

Employer agrees to execute all necessary agreements provided by Missouri Retirement Plan for State and Municipal Employees known as "LAGERS" and shall provide for Employee's continued participation in said LAGERS retirement plan and, in addition to the base salary paid by the Employer to Employee, Employee shall be entitled to his interest in the LAGERS retirement plan upon resignation or termination as provided by the City's policy regarding LAGERS and state statutes governing the LAGERS program. The parties shall fully disclose to each other the financial impact of any amendment to the terms of Employee's retirement benefit.

SECTION 14. DUES AND SUBSCRIPTIONS

Employer agrees to budget for and to pay for professional dues and subscriptions of Employee necessary for his continuation and full participation in national, regional, state, and local associations, and organizations necessary and desirable for his continued professional participation, growth and advancement, and

for the good of the Employer. (Examples would include but not necessarily be limited to ICMA, MCMA, Historical Society, Rotary, Optimist Club.)

SECTION 15. PROFESSIONAL DEVELOPMENT

A. Employee agrees to provide to Employer in advance of each fiscal year, a budget or request for the amount for such expenses for professional development as outlined herein and to participate in Employee's professional development. Employer hereby agrees to budget for and to pay for travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions adequate to continue the professional development of Employee and to adequately pursue necessary official functions for Employer, including but not limited to the ICMA Annual Conference, the state league of municipalities, and such other national, regional, state and local governmental groups and committees thereof which Employee serves as a member.

B. Employer also agrees to budget for and to pay for travel and subsistence expenses of Employee for short courses, institutes, and seminars that are necessary for Employee's professional development and for the good of the Employer.

SECTION 16. INDEMNIFICATION

In addition to that required under state and local law, Employer shall defend, save harmless, and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as City Manager. Employer will compromise and settle any such claim or suit and pay the

amount of any settlement or judgment rendered therein.

SECTION 17. BONDING

Employer shall bear the full cost of any bond which may be required by City Code, State or Federal statute, in such sum as may be required of Employee.

SECTION 18. OTHER TERMS AND CONDITIONS OF EMPLOYMENT

A. The Mayor and Council, in consultation with the Employee, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the Raymore charter or any other law.

B. All provisions of the Raymore charter and code, personnel policy, and regulations and rules of the Employer relating to vacation and sick leave, retirement and pension system contributions, holidays and other benefits and working conditions as they now exist or hereafter may be amended, also shall apply to Employee as they would to other employees of Employer, in addition to said benefits enumerated specifically for the benefit of Employee herein provided.

C. Employee shall be entitled to receive the same vacation and sick leave benefits as are accorded department heads, including provisions governing accrual and payment therefore on termination of employment as provided in the Raymore Personnel Policy.

SECTION 19. NO REDUCTION OF BENEFITS

Employer shall not at any time during the term of this Agreement reduce the salary, compensation or other financial benefits of Employee, except to the degree of such a reduction across-the-board for all employees of the Employer.

SECTION 20. NOTICES

Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

- (1) Employer: City of Raymore
100 Municipal Circle
Raymore, MO 64083

- (2) Employee: Jim Feuerborn
1215 Wiltshire Blvd.
Raymore, Missouri 64083

Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

SECTION 21. GENERAL PROVISIONS

A. The text herein shall constitute the entire Amended Employment Agreement between the parties.

B. This Amended Employment Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Employee.

C. This Amended Employment Agreement shall become effective commencing retroactively on the 1st day of November 2020.

D. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the City of Raymore has caused this Extended & Amended Employment Agreement to be signed and executed in its behalf by its

Mayor and duly attested by its City Clerk, and the Employee has signed and executed this Agreement, both in duplicate, the date and year first above written.

Kristopher P. Turnbow, Mayor

Date of Signature

"Employer"

ATTEST:

Jean Woerner, City Clerk

Jim Feuerborn

Date of Signature

"Employee"

APPROVED AS TO FORM:

Jonathan S. Zerr, City Attorney

Miscellaneous

THE RAYMORE CITY COUNCIL HELD A WORK SESSION ON MONDAY, OCTOBER 5, 2020, AT 7:00 P.M., AT CITY HALL, 100 MUNICIPAL CIRCLE. PRESENT: MAYOR PRO TEM TOWNSEND, COUNCILMEMBERS ABDELGAWAD, BARBER, BERENDZEN, BURKE III, HOLMAN, AND JACOBSON. ALSO PRESENT: CITY MANAGER JIM FEUERBORN, CITY ATTORNEY JONATHAN ZERR, AND CITY STAFF.

A. Strategic Plan Review and Comprehensive Plan Process Overview

City Manager Jim Feuerborn stated staff has been reviewing the Strategic Plan that was adopted by the City Council in 2017. City staff proposed that the strategic plan's four "pillars" be used in the development in 2022 of a true Comprehensive Plan for the City. Staff outlined its vision for that plan.

B. Proposed Fiscal Year 2020-21 Budget

The City Council discussed the proposed FY 2021 Budget. They discussed various items for possible funding in the proposed budget. Extensive discussion occurred regarding a license plate reader/license plate camera system for the Police Department, land acquisition, and development of the all-inclusive playground at Hawk Ridge Park. The budget will be before Council for consideration at the October 12 regular meeting.

C. COVID Expense Update

Emergency Management Director Ryan Murdock provided an overview of the expenses incurred by the City during the pandemic and the County's reimbursement process and amounts associated with those expenses.

D. Other

Mr. Feuerborn congratulated Councilmember Jacobson on achieving his Certified Municipal Official designation.

The work session of the Raymore City Council adjourned at 8:04 p.m.

THE RAYMORE CITY COUNCIL HELD A WORK SESSION ON MONDAY, OCTOBER 19, 2020, AT 7:30 P.M., AT CITY HALL, 100 MUNICIPAL CIRCLE. PRESENT: MAYOR TURNBOW, COUNCILMEMBERS ABDELGAWAD, BARBER, BERENDZEN, BURKE III, CIRCO, HOLMAN, JACOBSON, AND TOWNSEND. ALSO PRESENT: CITY MANAGER JIM FEUERBORN, CITY ATTORNEY JONATHAN ZERR, AND CITY STAFF.

A. Proposed Fiscal Year 2020-21 Budget

The City Council had the opportunity to review the Fiscal Year 2020-21 budget. No comments were heard.

B. Election Facility and Safety Plan

This item was postponed due to additional information needed from the County Clerk's office.

C. Other

MOTION: By Councilmember Townsend, second by Councilmember Holman to enter into executive session to discuss personnel matters as authorized by § 610.021 (3).

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

The work session of the Raymore City Council adjourned to Executive Session at 7:32 p.m.

THE **PLANNING AND ZONING COMMISSION** OF THE CITY OF RAYMORE, MISSOURI, MET IN REGULAR SESSION **TUESDAY, OCTOBER 6, 2020**, IN CITY COUNCIL CHAMBERS, 100 MUNICIPAL CIRCLE, RAYMORE, MISSOURI WITH THE FOLLOWING COMMISSION MEMBERS PRESENT: CHAIRMAN WILLIAM FAULKNER, MATTHEW WIGGINS, ERIC BOWIE, KELLY FIZER, JIM PETERMANN, MARIO URQUILLA, CALVIN ACKLIN, JEREMY MANSUR, AND MAYOR KRIS TURNBOW. ALSO PRESENT WAS CITY PLANNER KATIE JARDIEU, DEVELOPMENT SERVICES DIRECTOR JIM CADORET, CITY ATTORNEY JONATHAN ZERR, AND PUBLIC WORKS DIRECTOR MIKE KRASS.

1. **Call to Order** – Chairman Faulkner called the meeting to order at 7:00 p.m.
2. **Pledge of Allegiance**
3. **Roll Call** – Roll was taken and Chairman Faulkner declared a quorum present to conduct business.
4. **Personal Appearances** – None
5. **Consent Agenda**
 - a. **Approval of the minutes of the September 15, 2020 meeting.**

Motion by Commissioner Wiggins, Seconded by Commissioner Acklin, to approve the minutes of the September 15 meeting.

Vote on Motion:

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

Motion passed 9-0-0.

6. **Unfinished Business - None**
7. **New Business -**

- a. **Case #18026 - Saddlebrook Rezoning R-1P to R-2P** (*public hearing*)

Public hearing opened at 7:02 pm.

Doug Park, developer for Saddlebrook, began the presentation by giving background to the project. He is friends with Rick Frye, co-developer, and decided they should do projects together. They started Brookside with villas in the back and around 2002 the villas sold for \$119,000 to \$125,000. Now those villas are selling for \$200,000. They are now finishing the 10th plat, parking lot for the trail head, and the road to connect Brookside for about 420 lots. He stated Rick and himself have owned the 80 acres for some time and are ready to develop it.

Shawn Duke, project engineer, then gave a presentation highlighting the stream buffers throughout the projects and that 600 feet of the property would remain single family. There will be a large

greenscape buffer between the single-family and two-family. He stated there are many reasons to live in Raymore. The Raymore Growth Management Plan also has specific goals related to the following: retaining affordable housing, creating new residential subdivisions, and providing affordable housing options as well as shopping and entertainment. Mr. Duke also referenced the Community For All Ages plan and that these houses could be for seniors as well as millennials and give them the connection to the community. He stated that these homes would also increase diversity of homes with a potential for a zero entry. Mr. Duke stated the developers plan to start building at both the North and South ends and meet in the middle.

Martha Cromwell, who works with Doug and Rick, spoke to the 84 homes that were recently developed by Doug and Rick and recently sold. She stated those homes have a larger demand than they are able to sell and the homes would attract young professionals to Raymore.

Commissioner Bowie asked follow-up questions for the engineer and developer team. He asked if the \$163,000 price mentioned at the Good Neighbor meeting was for a duplex, and if the 1,300 square feet was also for a duplex. Shawn Duke responded that one side of a duplex built on a slab would start at \$185,000 and if the duplex had a basement, it would start at \$200,000. He then stated that one side of a duplex would be approximately 1,300 square feet.

Commissioner Urquilla asked what the single family homes would look like. Mr. Duke stated they would look like Brookside and be around \$300,000. Chairman Faulkner clarified that this hearing was for the rezoning only and not the single family portion.

Development Services Director Jim Cadoret presented the staff report stating the request is the rezoning of 65 acres located North of Hubach Hill Road, east of Stonegate Subdivision, from "R-1P" Single Family Planned Residential District to "R-2P" Single and Two-Family Planned Residential District. In 2015, Prairie View of the Good Ranch adjusted their lot sizes as part of the Planned District. Likewise, The Venue of the Good Ranch, a townhome development, is planned for the northeast corner of Dean Avenue and North Cass Parkway. The subject property was rezoned to "R-1P" Single Family Residential Planned District in April 2006. In October of 2018 the property owner made the original request to rezone the entire 80 acres from R-1P to R-2P and proposed 194 units. After a Good Neighbor meeting was held, the property owner placed the project on hold. In August of 2020, the property owner refiled the application and is rezoning only 65 acres from R-1P to R-2P. The northern 15 acres will remain single family dwellings. Mr. Cadoret then reiterated that the conceptual plan for Saddlebrook was shared as part of the Good Neighbor meeting and proposed 26 single family homes and 140 two-family dwellings. This is a total of 166 units, which is only 5 more than the 161 units previously approved with the preliminary plan.

Mr. Cadoret indicated that staff recommends the Planning and Zoning Commission accept the staff proposed findings of fact and forward case #18026 - Saddlebrook Rezoning R-1P to R-2P to the City Council with a recommendation of approval.

Chairman Faulkner provided an opportunity for any public present to speak.

Charles Simmons, 1024 S. Madison, had questions regarding how many two-family dwellings versus single-family dwellings there would be and if the two-family would be for rent or for sale. Chairman Faulkner answered the two questions, stating that there would be 26 single-family units at the north end and 140 two-family units at the southern end and that all units would be for sale.

Pricilla Morgan, 1124 W. Hubach Hill Road of Dutchman Acres, stated that her family has lived here for generations. Her grandparents built the home and she appreciates the peace and nature. She expressed that there is no consideration for those in Dutchman Acres as there is no buffer between the proposed subdivision and their property. This is not in line with their own plan that shows a buffer within the Saddlebrook subdivision between the housing types.

J. W. Brown, 818 Garnes Street, stated that the surrounding zoning is single-family and that the developer spoke incorrectly on the resale values of the houses. Mr. Brown stated that he recently bought his house for \$230,000 not the \$300,000 that was previously stated. Mr. Brown also stated he felt the traffic would be a problem as well as cars parking on the street since the 140 additional units have only one garage that will force people to park on the street. Both of these are cause for concern since there are children playing. He also feels the work is underpar from these developers. He stated he felt the duplexes would quickly be rented out and the owners won't live here in the area. He would like all of the subdivision to be single-family and not two-family in the middle of the surrounding single family.

John Terrill, 1015 Seminole Court, stated he lived in Brookside Villas and was happy. His daughter wants to buy and live in Raymore, however the single-family homes are gone the same day they go on the market. This shows there is obvious demand and he feels the developers should do all single-family.

The public hearing was closed at 7:46 pm.

Commissioner Bowie asked if the rezoning did not pass there could be 161 single-family homes built instead of the 166 proposed in the R-2P. Mr. Cadoret responded that this was correct.

Commissioner Urquilla asked if someone could speak to the 26 single family units and if they would be part of Brookside. City Attorney Zerr responded that the Planning Commission is to look at the rezoning and look at the highest and best use of the land. Commissioner Urquilla asked if demand for the two family home style is popular as Creekmoor has transitioned to more single family homes as well, instead of multi family. Mr. Cadoret stated that the single family sold well and Creekmoor has stayed with that. However, the Villages of Southern Hills does have narrower lots. Mr. Zerr stated this is purely speculation.

Commissioner Wiggins asked what the total number of available lots that could be built upon could be repeated. Mr. Cadoret stated there were 292 lots available at the end of August, and on September 30, 2020 there are 272 lots available.

Commissioner Bowie stated he found issues with staff findings of fact numbers 1, 3 and 5, particularly since the area is surrounded by single family and if there was another example of that within the city. Mr. Cadoret responded that Silver Lake and Town Center are also two-family surrounded by single family. Mr. Cadoret also stated that any rezoning would be a deviation from the land use plan because there is no current zoning within the city that allows for two-family housing.

Chairman Faulkner stated that he also had an issue with staff proposed findings of fact number 3. He felt that 70 additional houses will cause additional traffic. Chairman Faulkner also stated that he felt the lots backup to Brook Parkway and additional traffic then affects those 40 houses in Brookside that are along the street. He did however agree with the eighth finding of fact and that the tenth finding brings the zoning amendment into question but understands the shortage of two-family zoning. Mr. Zerr asked that the focus be on questions at this time. Mr. Krass, Director of Engineering and Public Works, stated that Hubach Hill Road is an arterial road and can handle additional traffic. Lucy Webb and Brook Parkway are major collector roads with the purpose to gather traffic from the neighborhoods and that 70 additional homes is an insignificant amount.

Motion by Commissioner Wiggins, Seconded by Commissioner Fizer, to not accept the staff proposed findings of fact and recommend denial of Case #18026 - Saddlebrook Rezoning from R-1P to R-2P and forward to City Council.

Vote on Motion:

Chairman Faulkner Aye

Commissioner Wiggins	Aye
Commissioner Bowie	Aye
Commissioner Acklin	Aye
Commissioner Fizer	Aye
Commissioner Petermann	Aye
Commissioner Urquilla	Nay
Commissioner Mansur	Nay
Mayor Turnbow	Aye

Motion passed 7-2-0.

Commissioner Mansur stated his reason for voting Nay is that there appeared to be minimal difference between the single family plan and the two-family plan and that really there was a lot of talk that was actually speculation.

Commissioner Urquilla stated his reason for voting Nay is the same as Commissioner Mansur and that there is a lack of affordable smaller homes in Raymore and nowhere else in Raymore for two-family. He also felt the concern for rental properties is the same regardless of if the property is single-family or two-family.

8. City Council Report

City Attorney Jonathan Zerr provided a review of the Council meeting from September 14:
- Second Reading of Oak Ridge Farms Rezoning which was approved.

9. Staff Report

Mr. Cadoret stated that there would be a Planning and Zoning Commission meeting on October 20th to hear the 33rd UDC amendment proposing changes discussed during the annual review of the UDC. Preliminary and Final Plat review of North Cass Plaza will be on the Oct. 20 agenda as well. Since there are no applications, it was suggested to cancel the November 3rd meeting.

10. Public Comment

J. W. Brown thanked the Commissioners for the denial of Saddlebrook.

Priscilla Morgan thanked the Commissioners.

11. Commission Member Comment

Commissioner Bowie thanked the staff and residents who spoke.

Commissioner Fizer thanked the staff

Commissioner Acklin thanked the staff and residents who spoke.

Commissioner Urquilla thanked the public that came, Attorney Zerr and staff. .

Commissioner Petermann thanked the staff.

Commissioner Wiggins thanked the staff.

Mayor Turnbow thanked staff and thanked the Commissioners for their due diligence.

Chairman Faulkner thanked the staff and stated he thought others should look at the article in the recent Planning magazine on page 34 regarding Expanding Boundaries.

12. Adjournment

Motion by Commissioner Urquilla, Seconded by Commissioner Mansur, to adjourn the October 6, 2020 Planning and Zoning Commission meeting.

Vote on Motion:

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

Motion passed 9-0-0.

The October 6, 2020 meeting adjourned at 8:23 p.m.

Respectfully submitted,

Katie Jardieu