

AGENDA

Raymore City Council Regular Meeting
City Hall – 100 Municipal Circle
Monday, September 13, 2021
7:00 p.m.

1. Call to Order.

2. Roll Call.

3. Pledge of Allegiance.

4. Presentations/Awards.

- Belton City Clerk Andrea Cunningham - Missouri Registered City Clerk Sustaining Certification for City Clerk Erica Hill

5. Personal Appearances.

- Jim Haddock, 909 Wesley Circle - Watermark at Raymore Chapter 100 Request
- Pam Hatcher, 1403 N. Madison - Watermark at Raymore Chapter 100 Request
- Mike Setser, 900 Char Don Avenue - Watermark at Raymore Chapter 100 Request
- Donovan Jones, 507 Birchwood Court - Watermark at Raymore development project

6. Staff Reports.

- A. Development Services (pg 9)
- B. Police/Emergency Management

7. Committee Reports.

8. Consent Agenda.

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

- A. City Council Minutes, August 23, 2021 (pg 17)
- B. City Council Special Meeting Minutes, August 30, 2021 (pg 25)

9. Unfinished Business. Second Reading.

A. Watermark Chapter 100 Request

Reference: - Agenda Item Information Sheet (pg 31)
- Bill 3647 (pg 33)
- Notice to Taxing Jurisdiction (pg 35)
- Plan for Commercial Development (pg 37)
- Cost Benefit Analysis (pg 46)

Garrett Linville, representing Thompson Thrift, Inc. (the "Company"), plans to construct a 300-unit Class-A apartment community on approximately 21 acres located east of Dean Avenue, immediately south of the Raymore Galleria. The development consists of a mixture of 1, 2, and 3 bedroom units with luxury finishes and amenities.

In connection with the Project, the Company is requesting the use of Chapter 100 to assist in financing the project in the following manner:

- Real Property Tax Abatement for a period of 23 years at the following rates
 - Years 1-13: 70% abatement
 - Years 14-18: 50% abatement
 - Years 19-23: 30% abatement
- Sales tax exemption on construction materials incorporated into the project.

The Company is requesting issuance by the City of its taxable industrial development revenue bonds in an amount not to exceed \$48,134,000 to finance costs of the project. The Company will purchase the bonds and make the required payments over a 23-year period. In conjunction with the requested abatement, the Company has agreed to make an annual payment in lieu of taxes (PILOT) in the amounts represented in the attached Plan for Commercial Development and Cost Benefit Analysis.

City Council, 08/23/2021: Approved 7-1
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B. General Obligation Series 2021 Bond Issue

Reference: - Agenda Item Information Sheet (pg 51)
- Bill 3646 (pg 56)

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 second sale is scheduled for September 13, 2021, for a total principal amount of \$9

million. During the first quarter of 2022, the third 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.

City Council, 08/23/2021: Approved 8-0

10. New Business. First Reading.

A. Rezoning - Ridgeview Estates (public hearing)

Reference: - Agenda Item Information Sheet (pg 87)
- Bill 3650 (pg 89)
- Staff Report (pg 91)
- Memorandum of Understanding (pg 114)
- Preliminary Plan (pg 126)
- Planning Commission Minutes Excerpt (pg 129)

Jason Maddox, representing MACO Development Company, LLC, is requesting to reclassify the zoning of 8 acres located south of Lucy Webb Road, west of Dean Avenue, from "C-2" General Commercial District to "PUD" Planned Unit Development District to allow for a 60-unit age-restricted residential development.

Planning and Zoning Commission, 08/17/2021: Approval 8-0

B. Termination of Memorandum of Understanding with Park Side LLC

Reference: - Agenda Item Information Sheet (pg 137)
- Bill 3651 (pg 139)

At its December 14, 2020, meeting, City Council entered into a Memorandum of Understanding (MOU) with Joe Duffey, representing Park Side LLC, regarding the proposed Park Side Subdivision. Park Side LLC is no longer affiliated with the Park Side Subdivision and the MOU should be terminated.

C. Memorandum of Understanding - Triangle 2, LLC and Triangle 4, LLC - Park Side Subdivision

Reference: - Agenda Item Information Sheet (pg 143)
- Bill 3652 (pg 145)
- Memorandum of Understanding (pg 147)

Dan Carr, representing Triangle 2, LLC and Triangle 4, LLC, has purchased the 155 acres comprising the Park Side Subdivision and desires to proceed with the approval process for the subdivision. A Memorandum of

Understanding (MOU) has been prepared that mirrors the initial MOU prepared for the subdivision for Park Side LLC.

D. Termination of Sunset Lane/163rd Street Extension Design Reimbursement Agreement

Reference: - Agenda Item Information Sheet (pg 163)
- Bill 3653 (pg 165)

At its April 26, 2021 meeting, City Council entered into a Reimbursement Agreement with Joe Duffey, representing Park Side LLC, regarding the design of the proposed extension of Sunset Lane and 163rd Street through the Park Side Subdivision. Park Side LLC is no longer affiliated with the Park Side Subdivision and the reimbursement agreement should be terminated.

E. Reimbursement Agreement - Triangle 2 LLC and Triangle 4 LLC - Sunset Lane/163rd Street Design

Reference: - Agenda Item Information Sheet (pg 169)
- Bill 3654 (pg 171)
- Reimbursement Agreement (pg 173)

Dan Carr, representing Triangle 2, LLC and Triangle 4, LLC, has purchased the 155 acres comprising the Park Side Subdivision and desires to proceed with the design process for the extension of Sunset Lane and 163rd Street within the subdivision. A reimbursement agreement has been prepared that mirrors the initial agreement prepared for the project for Park Side LLC.

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, 08/30/2021 (pg 183)
 - Planning and Zoning Commission minutes, 08/17/2021 (pg 185)
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EXECUTIVE SESSION (CLOSED MEETING)

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

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

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

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

Staff Reports



MONTHLY REPORT August 2021

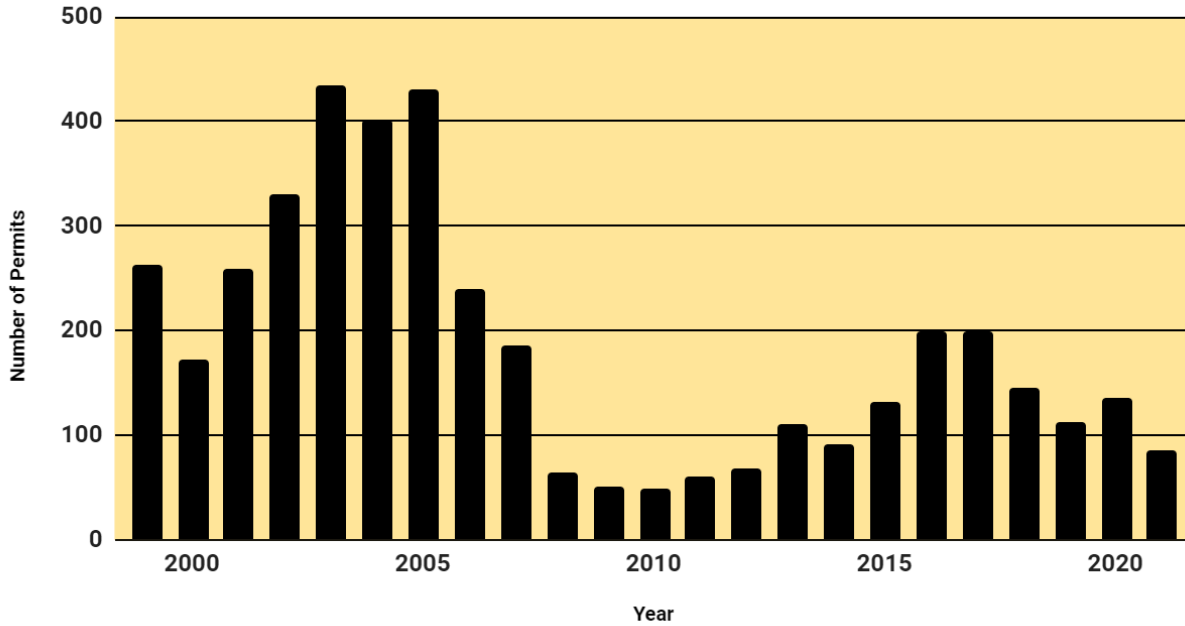
Building Permit Activity

Type of Permit	Aug 2021	2021 YTD	2020 YTD	2020 Total
Detached Single-Family Residential	5	85	68	136
Attached Single-Family Residential	0	0	14	22
Multi-Family Residential	0	0	396	396
Miscellaneous Residential (deck; roof)	49	448	904	1,240
Commercial - New, Additions, Alterations	3	23	10	13
Sign Permits	4	23	21	37
Inspections	Aug 2021	2021 YTD	2020 YTD	2020 Total
Total # of Inspections	420	2,725	3,145	4,447
Valuation	Aug 2021	2021 YTD	2020 YTD	2020 Total
Total Residential Permit Valuation	\$1,106,900	\$22,254,500	\$20,317,400	\$40,314,600
Total Commercial Permit Valuation	\$820,080	\$3,776,480	\$39,045,300	\$46,094,200

Additional Building Activity:

- Construction is completed for Community America Credit Union to locate a branch at 1400 W. Foxwood Drive in the Willowind Shopping Center
- Site work continues for The Venue of The Good Ranch townhome development.
- Tenant finish work continues for the Heartland Dental Office building in the Raymore Marketplace.
- Renovations continue for the re-use of the former Steak 'n Shake as a medical marijuana dispensary facility.
- Building construction continues on the South Town Storage facility, a covered parking area for RV's and similar vehicles
- Site work has commenced for Phase 4 of the Alexander Creek subdivision.
- Site work has commenced for Eeastbrook at Creekmoor 2nd Plat
- Site work continues on Oak Ridge Farms
- Building permit was issued for the South Metropolitan Fire Protection District administration building.

Single Family Building Permits



Code Enforcement Activity

Code Activity	Aug 2021	2021 YTD	2020 YTD	2020 Total
Code Enforcement Cases Opened	68	280	442	565
<i>Notices Mailed</i>				
- Tall Grass/Weeds	16	64	88	96
- Inoperable Vehicles	23	124	130	185
- Junk/Trash/Debris in Yard	6	58	68	92
- Object placed in right-of-way	0	2	6	6
- Parking of vehicles in front yard	7	22	15	20
- Exterior home maintenance	5	31	40	43
- Other (trash at curb early; signs; etc)	0	4	4	6
Properties mowed by City Contractor	11	35	59	73
Abatement of violations (silt fence repaired; trees removed; stagnant pools emptied; debris removed)	0	1	2	3
Signs in right-of-way removed	52	298	343	460
Violations abated by Code Officer	11	48	105	133

Development Activity

Current Projects

- Madison Valley Phase 2 Rezoning, R-1 to R-1.5
- Madison Valley Phase 2 Preliminary Plat
- Ridgeview Estates Rezoning, C-2 to PUD
- Alexander Creek 3rd Final Plat

	As of Aug 31, 2021	As of Aug 31, 2020	As of Aug 31, 2019
Homes currently under construction	541(396 units at Lofts of Foxridge)	529 (396 units at Lofts of Foxridge)	145
Total number of Undeveloped Lots Available (site ready for issuance of a permit for a new home)	187	293	339
Total number of dwelling units in City	8,908	8,766	8,617

Actions of Boards, Commission, and City Council

City Council

August 9, 2021

- Approved on 1st reading the rezoning for Watermark apartment community
- Approved on 1st reading the preliminary plat for Sendera subdivision

August 23, 2021

- Approved on 2nd reading the rezoning for Watermark apartment community
- Approved on 2nd reading the preliminary plat for Sendera subdivision
- Approved on 1st reading the Chapter 100 request for Watermark apartment community
- Approved amendments to the Schedule of Fees

Planning and Zoning Commission

August 3, 2021

- Meeting cancelled

August 17, 2021

- Recommended approval of the rezoning for Ridgeview Estates subdivision
- Approved the site plan for Whataburger

Board of Adjustment

August 17, 2021

- Approved a variance to allow the creation of two lots without direct street frontage at 1403 N. Madison Street

Upcoming Meetings – September & October

September 7, 2021 Planning and Zoning Commission

- Rezoning 46 acres from R-1 to R-1.5 for the proposed 2nd phase of Madison Valley (public hearing)
- Preliminary Plat for 2nd phase of Madison Valley (public hearing)
- 2022-2026 Capital Improvement Plan (public hearing)

September 13, 2021 City Council

- 1st reading - Ridgeview Estates Rezoning (public hearing)
- 2nd reading - Watermark Chapter 100 request

September 21, 2021 Planning and Zoning Commission

- Annual review of the Unified Development Code
- Alexander Creek 3rd Final Plat

September 27, 2021 City Council

- 2nd reading - Ridgeview Estates Rezoning
- 1st reading - Madison Valley Rezoning (public hearing)
- Madison Valley Preliminary Plat (public hearing)
- Sidewalk on Undeveloped Lots (public hearings)
- 1st reading - Alexander Creek 3rd Final Plat
- 1st reading - Revocation of existing MOU and reimbursement agreement with Park Side LLC - establishing new MOU and reimbursement agreement with Triangle 2 LLC & Triangle 4 LLC for Park Side Subdivision and Sunset Lane design

October 5, 2021 Planning and Zoning Commission

- Hawk Ridge West site plan
- FY 2022-2026 Capital Improvement Program (public hearing continued)

October 11, 2021 City Council

- 2nd reading - Madison Valley Rezoning R-1 to R-1.5
- Resolution - Madison Valley Phase 2 preliminary plat
- 2nd reading - Alexander Creek 3rd Final Plat
- Confirmation of City to install sidewalk on undeveloped lots
- 2nd reading - Revocation of existing MOU and reimbursement agreement with Park Side LLC - establishing new MOU and reimbursement agreement with Triangle 2 LLC & Triangle 4 LLC for Park Side Subdivision and Sunset Lane design

October 19, 2021 Planning and Zoning Commission

- No applications currently pending

October 25, 2021 City Council

- No development applications currently pending

Department Activities

- A Good Neighbor meeting was held to discuss the proposed second phase of [Madison Valley](#) Subdivision.
- A Certificate of Occupancy was issued for the second apartment building at The Lofts of Foxridge.
- Final plat and construction plans were filed for the third phase of the [Timber Trails](#) Subdivision. The third phase, consisting of 42 single-family lots, completes the portion of the subdivision located on the east side of Dean Avenue. The Planning and Zoning Commission will consider the final plat on Sept. 7.
- Director Jim Cadoret, Building Official Jon Woerner, and South Metro Fire District Fire Marshall Brett Palmer met with the contractor who will be completing the tenant finish for the recently completed industrial building on Lot 1 in the Raymore Commerce Center on Dean Avenue.
- Economic Development Director David Gress and members of the City's Internal Economic Development Team, in addition to the City Council, toured the [Element by Watermark](#) project, developed by Watermark Residential, who have also proposed a similar project in Raymore - [Watermark at Raymore](#).
- Tenant finish plans were filed to locate a Wingstop restaurant in the former Freezing Moo location at 1941 W. Foxwood Drive in the Raymore Marketplace.
- Economic Development Director David Gress attended the Raymore Chamber of Commerce Monthly Morning Coffee, hosted by the Lofts at Foxridge.
- Economic Development Director David Gress and members of the economic development team held a kick-off meeting for a regional labor study, which will help in the business attraction efforts for the City.
- Tenant finish plans were approved for the Raymore Salon to locate in the former Dave's Bike Shop location at 319 Municipal Circle.
- The U.S. Census Bureau released the official population count for Raymore as of April 1, 2020 as 22,941, a 19.4% increase over the 2010 population count. Raymore's population has increased by 3,735 residents since 2010.
- GIS Coordinator Heather Eisenbarth participated in the virtual KC Metro GIS Committee meeting.
- Economic Development Director David Gress and Mayor Kristofer Turnbow participated in the Raymore Chamber of Commerce Annual Golf Tournament, hosted at Creekmoor.
- A Good Neighbor meeting was held for the proposed Phase 2 of [Madison Valley](#) Subdivision. The rezoning request from R-1 to R-1.5 and the Preliminary Plat will be considered by the Planning and Zoning Commission on Sept. 7.
- Director Jim Cadoret and Administrative Assistant Emily Jordan participated in a demonstration of the use of Camino's Permit Guide on-line application, a possible

tool to enhance information shared with residents and builders on the permit process in Raymore.

- Director Jim Cadoret, Assistant City Manager Mike Ekey and Human Resources Manager Shawn Aulger participated in interviews for the City Planner position.
- Economic Development Director David Gress and Development Services Director Jim Cadoret participated in the annual meetings for the various Community Improvement Districts (CID) and Transportation Development Districts (TDD) within the City.

GIS Activities

- Workstation migration
- US Census 2020 data development
- Redistricting operations
- Addressing Operations
- Web Mapping Operations
- Client support for desktops
- Client support for Pubworks
- Printing for Facilities
- Conversion of application data for mapping
- Updates to base mapping from external sources

Consent Agenda

THE RAYMORE CITY COUNCIL MET IN REGULAR SESSION ON MONDAY, AUGUST 23, 2021 IN COUNCIL CHAMBERS AT 100 MUNICIPAL CIRCLE, RAYMORE, MISSOURI. MEMBERS PRESENT: MAYOR TURNBOW, COUNCILMEMBERS ABDELGAWAD, BARBER, BERENDZEN, BURKE, CIRCO, HOLMAN, TOWNSEND, AND WILLS-SCHERZER. ALSO PRESENT: CITY MANAGER JIM FEUERBORN, CITY ATTORNEY JONATHAN ZERR, AND RECORDING SECRETARY BRITTNEY PARKER.

- 1. Call to Order.** Mayor Turnbow called the meeting to order at 7:00 p.m.
- 2. Roll Call.** Recording Secretary Brittney Parker called roll; quorum present to conduct business.
- 3. Pledge of Allegiance.**
- 4. Presentation/Awards.**
- 5. Personal Appearances.**
- 6. Staff Reports.**

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

Parks and Recreation Director Nathan Musteen provided a review of the staff report included in the Council packet. He announced that a significant donation has been received for the Hawk Ridge Park all inclusive playground. He answered questions from Council.

Communications Manager Melissa Harmer provided an update of upcoming Arts Commission events. She noted the Raymore Review may be delayed due to USPS delivery times and paper shortages.

City Manager Jim Feuerborn reminded Council that there will be no meeting on August 30 due to this being the fifth Monday. Mayor Turnbow requested a work session for August 30 for budget discussion.

- 7. Committee Reports.**
- 8. Consent Agenda.**
 - A. City Council minutes, August 9, 2021**

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 Townsend	Aye
Councilmember Wills-Scherzer	Aye

9. Unfinished Business.

A. Rezoning - Watermark

BILL 3643: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AMENDING THE ZONING MAP FROM "C-3" REGIONAL COMMERCIAL DISTRICT TO "R-3B" APARTMENT COMMUNITY RESIDENTIAL DISTRICT, A 21 ACRE TRACT OF LAND LOCATED EAST OF DEAN AVENUE, SOUTH OF THE RAYMORE GALLERIA, IN RAYMORE, CASS COUNTY, MISSOURI."

Recording Secretary Brittney Parker conducted the second reading of Bill 3643 by title only.

MOTION: By Councilmember Townsend, second by Councilmember Holman to approve the second reading of Bill 3643 by title only.

DISCUSSION: None

VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Berendzen	Nay
	Councilmember Burke, III	Aye
	Councilmember Circo	Aye
	Councilmember Holman	Aye
	Councilmember Townsend	Aye
	Councilmember Wills-Scherzer	Aye

Mayor Turnbow announced the motion carried and declared Bill 3643 as **Raymore City Ordinance 2021-048.**

B. Rezoning - Sendera

BILL 3644: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AMENDING THE ZONING MAP FROM "R-1P" SINGLE FAMILY RESIDENTIAL PLANNED DISTRICT TO "PUD" PLANNED UNIT DEVELOPMENT DISTRICT, A 135 ACRE TRACT OF LAND LOCATED SOUTH OF HUBACH HILL ROAD, EAST OF BROOK PARKWAY, IN RAYMORE, CASS COUNTY, MISSOURI."

Recording Secretary Brittney Parker conducted the second reading of Bill 3644 by title only.

MOTION: By Councilmember Townsend, second by Councilmember Holman to approve the second reading of Bill 3644 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 Townsend	Aye
Councilmember Wills-Scherzer	Aye

Mayor Turnbow announced the motion carried and declared Bill 3644 as **Raymore City Ordinance 2021-049**.

C. Setting the 2021 Tax Levy

BILL 3645: "AN ORDINANCE PURSUANT TO SECTION 67.110 OF THE REVISED STATUTES OF MISSOURI LEVYING GENERAL AND SPECIAL TAXES IN THE CITY OF RAYMORE, MISSOURI, FOR THE YEAR 2021."

Recording Secretary Brittney Parker conducted the second reading of Bill 3645 by title only.

MOTION: By Councilmember Townsend, second by Councilmember Holman to approve the second reading of Bill 3645 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 Townsend	Aye
Councilmember Wills-Scherzer	Aye

Mayor Turnbow announced the motion carried and declared Bill 3645 as **Raymore City Ordinance 2021-050**.

10. New Business.

A. Watermark Chapter 100 Request (taxing jurisdiction comments)

BILL 3647: "AN ORDINANCE APPROVING A PLAN FOR A COMMERCIAL DEVELOPMENT PROJECT."

Recording Secretary Brittney Parker conducted the first reading of Bill 3647 by title only.

Economic Development Director David Gress stated Watermark Residential and Thompson Thrift are pursuing Chapter 100 to aid in the development of the Watermark project.

Sid Douglas, Gilmore and Bell, provided a review of the staff report included in the Council packet. Watermark Residential and Thompson Thrift are requesting Real Property Tax Abatement for a period of 23 years at the following rates: years 1-13 - 70% abatement, years 14-18 - 50% abatement, and years 19-23 - 30% abatement. This amounts to almost \$8 million over the 23 year period. They would be making a PILOT payment of approximately \$6.3 million. They are also requesting sales tax exemption on the purchase of construction materials.

Chris Alexander, Watermark Residential, 111 Monument Circle, Suite 1500, Indianapolis, IN, reviewed the amenities and benefits the project could bring to the community.

Councilmember Holman asked if previous projects were built on undeveloped land and if so were there any trends after the projects were completed. Mr. Alexander stated that the company follows retail development areas. The walk-ability of the community to nearby retail can attract additional retail.

Councilmember Abdelgawad asked what percentage of their projects receive tax abatement or some type of incentive. Mr. Alexander stated between 5-10% of the projects receive some type of incentive.

Councilmember Berendzen asked if any local projects have received incentives. Mr. Alexander stated the closest project receiving incentives is in Fishers, IN.

Councilmember Townsend asked for the bedroom percentage for the project. Mr. Douglas stated 40% (120 units) will be 1 bedroom, 52% (156 units) will be 2 bedrooms, and 8% (24 units) will be 3 bedrooms.

Mayor Turnbow opened the floor to any taxing jurisdiction that wished to comment.

Dr. Mike Slagle, Superintendent of Raymore Peculiar School District, expressed opposition to the funding plan for the development. He explained how the funding plan will have a direct impact on the school district.

City Attorney Jonathan Zerr asked Dr. Slagle if he is the identified authorized representative for the district and if this action is board policy for all incentives of this type or specific to this item. Dr. Slagle stated there is no official policy; the school board discussed this item during a work session and directed him to make these comments.

Kim York, Raymore Peculiar School Board member, spoke in opposition of the funding plan due to projected estimated data, revenue, and impact to the district's reserves if the funding plan is passed.

Mr. Gress added that different scenarios were contemplated with school districts. The number of students is the only variable in the scenarios.

Councilmember Berendzen asked what the city's recommendation is on this item. City Manager Jim Feuerborn stated staff is recommending approval.

Councilmember Barber inquired if other taxing jurisdictions had comments. Mr. Gress stated there were informational conversations with South Metro Fire Protection District and Cass County.

Mr. Feuerborn noted that there was fundamental agreement between the city and the school district regarding the cost-benefit analysis. The only unknown is the number of possible students.

Mayor Turnbow added that because of the number of studio and 1-bedroom units in this development, there is most likely less loss of funding for the district than other projects that have received Chapter 100 incentives. These types of projects can attract other economic development, which add to the funding mechanisms that are in place.

Councilmember Holman asked how school districts are funded. Mr. Feuerborn explained the basic funding mechanism for school districts.

Councilmember Townsend asked how many Chapter 100 projects have been considered by the school district and if they were opposed to them or not. Dr. Slagle stated this is the first he's been involved in and stated there is a letter of concern on file pertaining to The Lofts Chapter 100 project.

Councilmember Burke noted that the total assessed valuation for Raymore has increased from \$283 million in 2015 to \$405 million most recently, resulting in an increase of property taxes to the taxing jurisdictions.

MOTION: By Councilmember Townsend, second by Councilmember Holman to approve the first reading of Bill 3647 by title only.

DISCUSSION: Councilmember Holman stated they anticipate retail growth after this project.

Councilmember Townsend agreed that this project can spur growth in the area as many restaurants and retailers state that more rooftops will draw more businesses.

Councilmember Circo agreed with the comments of his fellow council members.

Mayor Turnbow stated these projects bring attention to our community and historically the city has been conservative in its approach to incentives to ensure the movement forward is a fair way to grow the community.

VOTE: Councilmember Abdelgawad Aye
Councilmember Barber Aye
Councilmember Berendzen Nay
Councilmember Burke, III Aye
Councilmember Circo Aye
Councilmember Holman Aye
Councilmember Townsend Aye
Councilmember Wills-Scherzer Aye

B. Amending the Schedule of Fees (public hearing)

RESOLUTION 21-34: "A RESOLUTION OF THE CITY OF RAYMORE, MISSOURI, AMENDING THE SCHEDULE OF FEES."

Recording Secretary Brittney Parker conducted the reading of Resolution 21-34 by title only.

Finance Director Elisa Williams provided a review of the staff report included in the Council packet. The License Tax Review Committee met on July 28 to review the 2020 Annual Report and voted unanimously to recommend to the City Council that it increase the current license tax rate by the CCI (construction cost index) for Jan 2021 of 2.06%, effective Nov. 1, 2021. She reviewed the changes to the fee schedule which includes water and sewer rates, excise tax rates, Farmer's Market booth space rentals, removal of pet licenses, and Parks & Recreation rental rates.

Mayor Turnbow opened the public hearing at 8:04 p.m. and called for comments from the public. Hearing no comments, he closed the public hearing at 8:04 p.m.

MOTION: By Councilmember Townsend, second by Councilmember Holman to approve the reading of Resolution 21-34 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 Townsend Aye
Councilmember Wills-Scherzer Aye

C. General Obligation Series 2021 Bond Issue

BILL 3646: "AN ORDINANCE AUTHORIZING AND DIRECTING THE ISSUANCE, SALE, AND DELIVERY OF \$9,000,000 PRINCIPAL AMOUNT OF GENERAL OBLIGATION BONDS, SERIES 2021 OF THE CITY OF RAYMORE, MISSOURI, AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS BY THE CITY."

Recording Secretary Brittney Parker conducted the first reading of Bill 3646 by title only.

Sid Douglas, Gilmore and Bell, provided a review of the staff report included in the Council packet. 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 sale occurred on November 9, 2020, for a total principal amount of \$8,990,000. This second issuance is to occur on September 13, 2021 for a total principal amount of \$9,000,000. The \$9,000,000 GO Bond Issue will be used for the following: \$5,070,000 in street improvements and \$3,930,000 in park improvements. This issue will be bank-qualified, which 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 2021 bonds has been set to an amount so that the City qualifies for bank-qualification. The 2021 General Obligation Bonds are expected to be sold September 13 via an electronic competitive sale method and Piper, Sandler & Co. will be serving as the City's financial advisor.

MOTION: By Councilmember Townsend, second by Councilmember Holman to approve the first reading of Bill 3646 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 Townsend	Aye
	Councilmember Wills-Scherzer	Aye

11. Public Comment.

12. Mayor/Council Communication.

Mayor Turnbow and Councilmembers thanked the Parks and Recreation Department and volunteers for a successful 2021 Mud Run event and congratulated them on the ongoing use of our parks, showed appreciation for the growth of the city, and thanked staff for their work.

13. Adjournment.

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

DISCUSSION: None

VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Berendzen	Aye
	Councilmember Burke, III	Aye
	Councilmember Circo	Aye
	Councilmember Holman	Aye
	Councilmember Townsend	Aye
	Councilmember Wills-Scherzer	Aye

The regular meeting of the Raymore Council adjourned at 8:26 p.m.

Respectfully submitted,

Brittney Parker
Recording Secretary

THE RAYMORE CITY COUNCIL MET IN SPECIAL SESSION ON MONDAY, AUGUST 30, 2021 IN COUNCIL CHAMBERS AT 100 MUNICIPAL CIRCLE, RAYMORE, MISSOURI. MEMBERS PRESENT: MAYOR TURNBOW, COUNCILMEMBERS ABDELGAWAD, BARBER, BURKE, CIRCO, HOLMAN, TOWNSEND, AND WILLS-SCHERZER. ALSO PRESENT: CITY MANAGER JIM FEUERBORN, CITY ATTORNEY JONATHAN ZERR, AND ASSISTANT CITY MANAGER MIKE EKEY.

- 1. Call to Order.** Mayor Turnbow called the meeting to order at 7:00 p.m.
- 2. Roll Call.** Assistant City Manager Mike Ekey called roll; quorum present to conduct business. Councilmember Berendzen was absent.
- 3. Pledge of Allegiance.**

Mayor Turnbow called for a moment of silence in honor of the Marines that lost their lives this past week in Afghanistan.

4. New Business.

A. Ward Road Cost Share Agreement (emergency reading)

BILL 3648: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE MAYOR TO ENTER INTO A COOPERATIVE COST-SHARING AGREEMENT WITH CASS COUNTY, MISSOURI, FOR THE COMPLETION OF CERTAIN TRANSPORTATION IMPROVEMENTS TO WARD ROAD; AND AUTHORIZING THE MAYOR TO DECLARE THIS AS AN EMERGENCY."

Assistant City Manager Mike Ekey conducted the first reading of Bill 3647 in its entirety.

City Manager Jim Feuerborn stated this Bill authorizes the Mayor to enter into an intergovernmental cost share agreement with Cass County to affect emergency repairs on Ward Road. The agreement calls for each entity to contribute \$75,000 to the project. The Cass County Commission will have a final reading of the agreement on Thursday, Sept. 2. Cass County will be conducting the work themselves and will begin immediately. He answered questions from Council.

Councilmember Townsend asked Mr. Feuerborn about the budget amendment arrangement. Mr. Feuerborn stated that the amendment was conducted during the Kurzweil project.

MOTION: By Councilmember Townsend, second by Councilmember Holman to approve the first reading of Bill 3648 by title only.

DISCUSSION: None

VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Berendzen	Absent

Councilmember Burke, III	Aye
Councilmember Circo	Aye
Councilmember Holman	Aye
Councilmember Townsend	Aye
Councilmember Wills-Scherzer	Aye

Mayor Turnbow declared Bill 3648 as an emergency and called for the second reading in its entirety.

Assistant City Manager Mike Ekey conducted the second reading of Bill 3648 in its entirety.

MOTION: By Councilmember Townsend, second by Councilmember Holman to approve the second reading of Bill 3648 in its entirety.

DISCUSSION: None

VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Berendzen	Absent
	Councilmember Burke, III	Aye
	Councilmember Circo	Aye
	Councilmember Holman	Aye
	Councilmember Townsend	Aye
	Councilmember Wills-Scherzer	Aye

Mayor Turnbow announced the motion carried and declared Bill 3648 as **Raymore City Ordinance 2021-051**.

5. Public Comment.

Pam Hatcher, 1403 N. Madison, spoke against the Watermark Chapter 100 request.

Jim Haddock, 909 Wesley Circle, spoke against the Watermark Chapter 100 request.

6. Mayor/Council Communication.

7. Adjournment.

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

DISCUSSION: None

VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Berendzen	Absent
	Councilmember Burke, III	Aye

Councilmember Circo	Aye
Councilmember Holman	Aye
Councilmember Townsend	Aye
Councilmember Wills-Scherzer	Aye

The special meeting of the Raymore Council adjourned at 7:17 p.m.

Respectfully submitted,

Mike Ekey
Assistant City Manager

These minutes transcribed by City Clerk Erica Hill.

Unfinished Business



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: 6/23/2021

SUBMITTED BY: David Gress

DEPARTMENT: Economic Development

- | | | | |
|---|-------------------------------------|---------------------------------------|---|
| <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 3647: Watermark at Raymore Chapter 100 Request

STRATEGIC PLAN GOAL/STRATEGY

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

FINANCIAL IMPACT

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

PROJECT TIMELINE

Estimated Start Date

Estimated End Date

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

Notice to Taxing Jurisdictions, Plan for Commercial Development, Cost-Benefit Analysis

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

Garrett Linville, representing Thompson Thrift, Inc. (the "Company"), plans to construct a 300-unit Class-A apartment community on approximately 21 acres located east of Dean Avenue, immediately south of the Raymore Galleria. The development consists of a mixture of 1, 2, and 3 bedroom units with luxury finishes, and a superior amenity package that includes a spacious pool and clubhouse, outdoor cabanas and gathering areas, a dog park, bike repair stations, valet trash and recycling services.

In connection with the Project, the Company is requesting the following incentives:

1). Real Property Tax Abatement for a period of 23 years at the following rates

- Years 1-13: 70% abatement
- Years 14-18: 50% abatement
- Years 19-23: 30% abatement

2). Sales tax exemption on construction materials incorporated into the project.

The Company is requesting issuance by the City of its taxable industrial development revenue bonds in an amount not to exceed \$48,134,000 to finance costs of the project. The Company will purchase the bonds and make the required payments over a 23-year period.

At the time of closing on the revenue bonds the Company will convey title of the property to the City. The City will be the legal owner of the property while the bonds are outstanding, thus exempting the development from property taxes. In conjunction with the requested abatement, the Company has agreed to make an annual payment in lieu of taxes (PILOT) in the amounts represented in the attached Plan for Commercial Development and Cost Benefit Analysis. The City will annual distribute the proportionate amount to each taxing jurisdiction within the boundaries of the project.

BILL 3647

ORDINANCE

"AN ORDINANCE APPROVING A PLAN FOR A COMMERCIAL DEVELOPMENT PROJECT"

WHEREAS, the City of Raymore, Missouri (the "City") is a constitutional charter city and municipal corporation 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 provisions of Article VI, Section 27 of the Missouri Constitution, as amended, and Sections 100.010 to 100.200, inclusive, of the Revised Statutes of Missouri, as amended (collectively, the "Act"), to purchase, construct, extend and improve certain projects (as defined in the Act) for the purposes set forth in the Act and to issue revenue bonds for the purpose of providing funds to pay the costs of such projects and to lease or otherwise dispose of such projects to private persons or corporations for manufacturing, commercial, warehousing and industrial development purposes upon such terms and conditions as the City shall deem advisable; and

WHEREAS, the City, in accordance with Section 100.050 of the Act, has prepared a plan for commercial development (the "Plan") for Thompson Thrift Development, Inc., an Indiana corporation (the "Company"), with respect to a project consisting of the design and construction of Watermark at Raymore, a multi-building "Class A" multi-family housing development with at least 300 units with luxury finished and amenities for exercise, social events and pets, located on approximately 21 acres along the east side of Dean Avenue, immediately south of Sam's Club (located at 141 N. Dean Avenue), in the City (the "Project"), and notice of the Project was given to the taxing jurisdictions in accordance with Section 100.059.1 of the Act and the City now desires to approve the Plan;

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

SECTION 1: Promotion of Economic Development. The Council hereby finds and determines that the Project will promote the economic welfare and the development of the City, and will be in furtherance of the public purposes set forth in the Act.

SECTION 2: Approval of Plan. The Council hereby approves the Plan for Commercial Development Project and Cost-Benefit Analysis attached hereto as **Exhibit A** in accordance with Section 100.050 of the Act.

SECTION 3: Further Authority. The Mayor, City Manager, City Clerk and other officials, agents and employees of the City as required are hereby authorized and directed to take such further action and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance and to carry out, comply with and perform the duties of the City with respect to the Plan.

SECTION 8: Effective Date. This Ordinance shall take effect and be in full force from and after its passage and adoption by the City Council and approval by the Mayor.

DULY READ THE FIRST TIME THIS 23rd DAY OF AUGUST, 2021

BE IT REMEMBERED THE ABOVE ORDINANCE WAS READ A SECOND TIME AND APPROVED AND ADOPTED THIS 13th DAY OF SEPTEMBER, 2021, BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Barber
Councilmember Berendzen
Councilmember Burke III
Councilmember Circo
Councilmember Holman
Councilmember Townsend
Councilmember Wills-Scherzer

ATTEST:

APPROVED:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

(SEAL)

Date of Signature

Approved as to form:

Jonathan Zerr, City Attorney

NOTICE TO TAXING JURISDICTIONS

To: Taxing Jurisdictions (Distribution List attached)

Re: Notice of Public Hearing – Watermark Project (the “Project”)

On behalf of the City of Raymore, Missouri (“City”), please find enclosed a copy of the proposed Plan for a Commercial Development Project (“Plan”) for the Project, which also contains a Cost Benefit Analysis on the affected taxing jurisdictions.

The City anticipates considering an Ordinance to approve the Plan at its regular meeting on August 23, 2021 at 7:00 PM at Raymore City Hall located at 100 Municipal Circle, Raymore, MO 64083.

The City invites all affected taxing districts to attend the meeting and to make oral comments on the proposed Plan to the City and/or to provide written comments to the City on the Plan prior to the meeting. All comments of the taxing districts will be fairly and duly considered by the City.

A copy of the Plan and Cost Benefit Analysis for the proposed Project is enclosed and also will be on file in the office of the City Clerk and will be available for public inspection during normal business hours.

CITY OF RAYMORE, MISSOURI
100 Municipal Circle
Raymore, MO 64083
(816) 331-0488

City of Raymore, Missouri
City Clerk
100 Municipal Circle
Raymore, MO 64083

Casco Area Workshop
Executive Director
1800 Vine Street
Harrisonville, MO 64701

South Metropolitan Fire Protection District
Fire Chief
611 W. Foxwood Drive
Raymore, MO 64083

Cass County
Presiding Commissioner
102 E. Wall Street
Harrisonville, MO 64701

Missouri Director of Revenue
County Tax Section
P.O. Box 453
Jefferson City, MO 65102-0453

Missouri Department of Revenue
Tax Administration Bureau
301 West High Street
Jefferson City, MO 65101

**Missouri Department of Economic
Development**
301 West High Street
Jefferson City, MO 65102

Raymore-Peculiar School District
Superintendent
21005 S. School Rd., P.O. Box 789
Peculiar, MO 64078

Cass County Regional Medical Center
Chief Executive Officer
2800 East Rock Haven Road
Harrisonville, MO 64701

Cass County Public Library
Director
400 E Mechanic St.
Harrisonville, MO 64701

Cass County Road and Bridge Department
Superintendent
30508 S. West Outer Road
Harrisonville, MO 64701

State Tax Commission of Missouri
P.O. Box 146
Jefferson City, MO 65102-0146

Missouri Department of Revenue
Blind Pension Fund
Director
221 West High Street
Jefferson City, MO 65102

CITY OF RAYMORE, MISSOURI

**PLAN FOR A COMMERCIAL DEVELOPMENT PROJECT
AND COST-BENEFIT ANALYSIS**

FOR

WATERMARK AT RAYMORE

AUGUST 3, 2021

I. PURPOSE OF THIS PLAN

The City Council of the City of Raymore, Missouri (the "City") will consider an ordinance approving this Plan (defined below) and authorizing the issuance by the City of its taxable development revenue bonds in the aggregate principal amount of not to exceed \$48,134,000 (the "Bonds"), to finance costs of a commercial development project (the "Project") for Thompson Thrift Development, Inc., or an affiliate thereof (the "Company"), as more fully described and defined herein. The Bonds will be issued pursuant to the provisions of Sections 100.010 to 100.200 of the Revised Statutes of Missouri, as amended, and Article VI, Section 27(b) of the Missouri Constitution, as amended (collectively, the "Act").

This Plan for a Commercial Development Project and Cost-Benefit Analysis (the "Plan") has been prepared to satisfy requirements of the Act and to analyze the potential costs and benefits, including the related tax impact on all affected taxing jurisdictions, of using revenue bonds to finance the Project and to facilitate abatement of ad valorem taxes on the bond-financed property.

II. GENERAL DESCRIPTION OF CHAPTER 100 FINANCINGS

General. The Act authorizes cities, counties, towns and villages to issue revenue bonds to finance the purchase, construction, extension and improvement of warehouses, distribution facilities, research and development facilities, office industries, agricultural processing industries, service facilities that provide interstate commerce, industrial plants and other commercial facilities.

Issuance and Sale of Bonds. Revenue bonds issued pursuant to the Act do not require voter approval and are payable solely from revenues received from the project. The municipality issues its bonds and in exchange, the benefited company promises to make payments that are sufficient to pay the principal of and interest on the bonds as they become due. Thus, the municipality merely acts as a conduit for the financing.

Concurrently with the closing of the bonds, the company will convey to the municipality title to the property included in the project. (The municipality must be the legal owner of the property while the bonds are outstanding for the property to be eligible for tax abatement, as further described below.) At the same time, the municipality will lease the property, including the project, back to the benefited company pursuant to a lease agreement. The lease agreement will require the company, acting on behalf of the municipality, to use the bond proceeds to pay the costs or reimburse the costs of purchasing, constructing and installing the project, as applicable.

Under the lease agreement, the company typically: (1) will unconditionally agree to make payments sufficient to pay the principal of and interest on the bonds as they become due; (2) will agree, at its own expense, to maintain the project, to pay all assessments and other governmental impositions with respect to the project, and to maintain adequate insurance; (3) has the right, at its own expense, to make certain additions, modifications or improvements to the project; (4) may assign its interests under the lease agreement or sublease the project while remaining responsible for payments under the lease agreement; and (5) will agree to indemnify the municipality for any liability the municipality might incur as a result of its participation in the transaction.

Property Tax Abatement. Under Article X, Section 6 of the Missouri Constitution and Section 137.100 of the Revised Statutes of Missouri, all property of any political subdivision is exempt from taxation. In a typical transaction, the municipality holds fee title to the project and leases the project to the benefited company.

If the municipality and the company determine that partial tax abatement is desirable, the company may agree to make "payments in lieu of taxes." The amount of payments in lieu of taxes is negotiable. The payments in lieu of taxes are payable by December 1 of each year, and are distributed to the municipality and to each political subdivision within the boundaries of the project in the same manner and in the same proportion as property taxes would otherwise be distributed under Missouri law.

III. DESCRIPTION OF THE PARTIES

The Company. Thompson Thrift Development, Inc. is a corporation organized and existing under the laws of the State of Indiana.

City of Raymore, Missouri. The City is a constitutional home rule charter city and municipal corporation organized and existing under the laws of the State of Missouri. The City is authorized and empowered pursuant to the provisions of the Act to purchase, construct, extend and improve certain projects (as defined in the Act) and to issue revenue bonds for the purpose of providing funds to pay the costs of such projects and to lease or otherwise dispose of such projects to private persons or corporations for manufacturing, commercial, warehousing and industrial development purposes upon such terms and conditions as the City deems advisable.

IV. REQUIREMENTS OF THE ACT

Description of the Project. The Project to be financed by the Bonds consists of the design and construction of Watermark at Raymore, a multi-building, "Class A" multi-family housing development with at least 300 units with luxury finishes and amenities for exercise, social events and pets. The Project being financed by the Bonds will be constructed at the "Project Site" on approximately 21 acres that is located along the east side of Dean Avenue, immediately south of Sam's Club (located at 141 N. Dean Avenue), in the City.

Estimate of the Costs of the Project. The Project is estimated to cost \$48,133,149, with investments expected to be made in the years 2022 to 2024 in the following amounts:

2022: Approximately 20% of the total investment
2023: Approximately 60% of the total investment
2024: Approximately 20% of the total investment

Source of Funds to be Expended for the Project. The sources of funds to be expended for the Project will be the proceeds of the Bonds in a principal amount not to exceed \$48,134,000, to be issued by the City and purchased by the Company or its designee (the "Bondholder") and, if needed, other available funds of the Company. The Bonds will be payable solely from the revenues derived by the City from the lease or other disposition of the Project (as further described below). The Bonds will not be an indebtedness or general obligation, debt or liability of the City or the State of Missouri.

Statement of the Terms Upon Which the Project is to be Leased or Otherwise Disposed of by the City. The City will hold title to the Project Site under the Chapter 100 Transaction. The City will lease the Project to the Company or an affiliate thereof for lease payments equal to the principal and interest payments on the Bonds. Under the terms of the lease agreement with the City, the Company will have the option to purchase the Project at any time and will have the obligation to purchase the Project at the termination of the lease. The lease between the City and the Company is expected to terminate at the end of 2046, unless terminated sooner pursuant to the terms of the lease.

Affected Taxing Districts. The Raymore-Peculiar R-II School District is the school district affected by the Project. Cass County, Missouri is the county affected by the Project. There is no community college district affected by the Project. The South Metro Fire & Ambulance District is the Chapter 321 Fire

Protection District affected by the Project. The City is the city affected by the Project. The Cost-Benefit Analysis attached hereto identifies all other taxing districts affected by the Project.

Assessed Valuation. The most recent equalized assessed valuation of the Project Site is \$810. The estimated total equalized assessed valuation of the Project Site after development of the Project is \$6,858,974 (expected for tax year 2025).

Payments in Lieu of Taxes. If this Plan is approved by the City Council, the City intends to issue the Bonds in 2022 and provide abatement for the Project for a period of twenty-three years beginning the year subsequent to the year during which any units become available for rent. The Company intends to begin construction in 2022 and complete construction in 2024, with approximately 55% of the units available for rent in 2023.

During construction, but before any units become available for rent, the Company will pay payments in lieu of taxes ("PILOTs") equal to the taxes due on the Project Site in 2021. It is expected that the Project will be under construction and pay PILOTs equal to the taxes due on the Project Site in 2021 during the years 2022 and 2023. The property will be subject to property taxes in 2021.

Beginning the year subsequent to the year during which any units become available for rent, but before construction is complete, PILOTs equal to 55% of the PILOTs that would be due on the Project if the Project were complete. It is expected the Project will be partially complete in 2023 and the Company will pay PILOTs as described above for the year 2024.

Beginning in the year subsequent to the year during which construction is completed, PILOTs will be due based on the expected total assessed valuation of the Project. It is expected the Project will be complete in 2024 and the Company will pay PILOTs as described above beginning in the year 2025.

[Remainder of page left intentionally blank.]

For all the years that the Project Site is subject to tax abatement as provided herein, the Company will make a fixed PILOT payment in December of each year in accordance with the schedule below. The PILOTs will be fixed as set forth below irrespective of (i) any annual appraisal or assessment which may be rendered by the County Assessor’s Office with respect to the Project or (ii) the actual amount of investments in the Project. The PILOTS below are based on the assumption of when units will be completed (assuming 55% in 2023 and completed in 2024) and available for rent and will be adjusted to coincide with the actual completion of construction for the Project.

<u>Year</u>	<u>Estimated PILOT</u>
2022	\$68
2023	68
2024	94,272
2025	171,404
2026	171,404
2027	174,832
2028	174,832
2029	178,328
2030	178,328
2031	181,895
2032	181,895
2033	185,533
2034	185,533
2035	189,244
2036	189,244
2037	321,714
2038	321,714
2039	328,148
2040	328,148
2041	334,711
2042	468,596
2043	477,968
2044	477,968
2045	487,527
2046	487,527

Cost-Benefit Analysis. In compliance with Section 100.050.2(3) of the Revised Statutes of Missouri, this Plan has been prepared to show the costs and benefits to the City and to other taxing jurisdictions affected by the tax abatements and exemptions of the Project. The following is a summary of the exhibits attached to this Plan that show the direct tax impact the Project is expected to have on each taxing jurisdiction. This Plan does not attempt to quantify the overall economic impact of the Project. The tax rates used in this Plan reflect the rates in effect for the tax year 2020.

Project Assumptions. Page 1 of the Cost-Benefit Analysis presents a list of the assumptions related to the determination of assessed valuations.

Summary of Cost-Benefit Analysis (Real Property). Page 2 of the Cost-Benefit Analysis presents a summary for each affected real property taxing district of (1) the estimated amount of the real property abatement and (2) the total estimated amount of PILOTs to be made by the Company for the proposed abatement period.

Projected Sales and Use Tax Exemption Benefit. Page 3 of the Cost-Benefit Analysis presents the projected value of the sales and use tax exemptions.

Projected Tax Revenues Without Abatement. Page 4 of the Cost-Benefit Analysis provides the projected tax revenues which would be paid on the Project if it were completed without tax abatement.

Projected Tax Abatement. Page 5 of the Cost-Benefit Analysis provides the projected tax abatement for the Project.

Projected PILOT Amounts. Page 6 of the Costs-Benefit Analysis provides the projected amount of PILOTs to be paid by the Company in each year.

V. SALES AND USE TAX EXEMPTIONS

Sales and Use Tax Exemption on Construction Materials. Qualified building materials purchased for the construction of the Project are expected to be exempt from sales and use tax pursuant to the provisions of Section 144.062 of the Revised Statutes of Missouri and the underlying bond documents upon delivery of a project exemption certificate by the City to the Company. For purposes of determining the impact of the sales and use tax exemptions for the qualified building materials on the affected taxing jurisdictions, it was assumed that \$9,320,000 of construction materials will be purchased in the State of Missouri (with \$932,000 to occur within Cass County, Missouri and \$0 within the City), and that \$12,000,000 of construction materials will be purchased out of state, and thus not subject to sales tax of the taxing jurisdictions affected the Project, but would be subject to use tax. Based on these assumptions, the fiscal impact on the affected taxing jurisdictions of the sales and use tax exemptions for qualified building materials is as shown on Page 3 of the Cost Benefit Analysis.

Please note that any variance in these assumptions will alter the fiscal impact of the sales and use tax exemptions on the affected taxing jurisdictions.

* * *

**City of Raymore, Missouri
(Watermark at Raymore Project)**

**COST BENEFIT ANALYSIS
PLAN FOR INDUSTRIAL DEVELOPMENT PROJECT**

Table of Contents

Project Assumptions	1
Summary of Cost Benefit Analysis (Real Property)	2
Projected Sales/Use Tax Exemption Benefit	3
Projected Tax Revenues Without Abatement (Real Property Improvements)	4
Projected Tax Abatement (Real Property Improvements)	5
Projected PILOT Amounts (Real Property Improvements)	6

This information is provided based on the factual information and assumptions provided to Gilmore & Bell, P.C. by a party to or a representative of a party to the proposed transaction. This information is intended to provide factual information only and is provided in conjunction with our legal representation. It is not intended as financial advice or a financial recommendation to any party. Gilmore & Bell, P.C. is not a financial advisor or a "municipal advisor" as defined in the Securities Exchange Act of 1934, as amended.

Project Assumptions

- ◆ Initial year taxes assessed on real property improvements 2024
- ◆ Construction Costs \$ 48,133,149
- ◆ Appraised value of real property improvements (75% of construction costs) \$ 36,099,861
- ◆ Bi-annual growth rate of appraised value of real property improvements 2.0%
- ◆ Assessed value as a percentage of appraised value (real property improvements) 19.0%
- ◆ Assessed value of real property improvements \$ 6,858,974
- ◆ Terms of abatement:

Real Property Improvements	
Years 1-13	70%
Years 14-18	50%
Years 19-23	30%
- ◆ Payments in lieu of tax for 2022 through 2023 will be calculated by applying the then-current tax levies to the assessed valuation for 2021 for the unimproved land (\$810). The land will be subject to property taxes in 2021.

**Summary of Cost Benefit Analysis
 (Real Property)**

Taxing Jurisdiction	Tax Rate*	Projected Tax Revenues Without Abatement	Real Property Tax Abatement Benefit	Real Property PILOT Benefit
R-2 Ray-Pec Schools	5.1823	\$ 8,846,302	\$ 4,932,615	\$ 3,913,687
Fire 2 - So Metro	0.8947	1,527,273	851,593	675,680
Ambulance 2 - So Metro	0.3545	605,139	337,420	267,719
State	0.0300	51,211	28,555	22,656
Cass County Road & Bridge	0.1789	305,386	170,281	135,106
Cass County Library	0.2633	449,459	250,614	198,845
Hospital Maintenance	0.1261	215,256	120,024	95,231
Shelter Workshop	0.0461	78,694	43,879	34,815
City of Raymore, MO	1.2540	2,140,606	1,193,582	947,024
	8.3299	\$ 14,219,325	\$ 7,928,562	\$ 6,290,763

*Rates shown are for tax year 2020.

Projected Sales/Use Tax Exemption Benefit

Construction Materials Purchased Inside the State

Cost of Construction Materials				
Inside State of Missouri	\$	9,320,000	4.2250%	\$ 393,770
Inside Cass County		932,000	1.6250%	15,145
Inside City of Raymore		-	2.5000%	-
			8.3500%	\$ 15,145

Construction Materials Purchased Outside the State

Cost of Construction Materials	\$	12,000,000		
State of Missouri Use Tax			4.2250%	\$ 507,000
Cass County Use Tax			2.0000%	240,000
			6.2250%	\$ 747,000

**Projected Tax Revenues Without Abatement
 (Real Property Improvements)**

Estimated Assessed Value of Real Property Improvements	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
	\$ 3,772,436	\$ 6,858,974	\$ 6,858,974	\$ 6,996,153	\$ 7,136,076	\$ 7,136,076	\$ 7,278,798	\$ 7,278,798	\$ 7,424,374	\$ 7,424,374	\$ 7,424,374	\$ 7,572,861
Taxing Jurisdiction	Tax Rate per \$100											
R-2 Ray-Pec Schools	5.1823	5.1823	5.1823	5.1823	5.1823	5.1823	5.1823	5.1823	5.1823	5.1823	5.1823	5.1823
Fire 2 - So Metro	0.8947	0.8947	0.8947	0.8947	0.8947	0.8947	0.8947	0.8947	0.8947	0.8947	0.8947	0.8947
Ambulance 2 - So Metro	0.3545	0.3545	0.3545	0.3545	0.3545	0.3545	0.3545	0.3545	0.3545	0.3545	0.3545	0.3545
State	0.0300	0.0300	0.0300	0.0300	0.0300	0.0300	0.0300	0.0300	0.0300	0.0300	0.0300	0.0300
Cass County Road & Bridge	0.1789	0.1789	0.1789	0.1789	0.1789	0.1789	0.1789	0.1789	0.1789	0.1789	0.1789	0.1789
Cass County Library	0.2633	0.2633	0.2633	0.2633	0.2633	0.2633	0.2633	0.2633	0.2633	0.2633	0.2633	0.2633
Hospital Maintenance	0.1261	0.1261	0.1261	0.1261	0.1261	0.1261	0.1261	0.1261	0.1261	0.1261	0.1261	0.1261
Shelter Workshop	0.0461	0.0461	0.0461	0.0461	0.0461	0.0461	0.0461	0.0461	0.0461	0.0461	0.0461	0.0461
City of Raymore, MO	1.2540	1.2540	1.2540	1.2540	1.2540	1.2540	1.2540	1.2540	1.2540	1.2540	1.2540	1.2540
	8.3299	8.3299	8.3299	8.3299	8.3299	8.3299	8.3299	8.3299	8.3299	8.3299	8.3299	8.3299
	\$ 314,240	\$ 571,346	\$ 571,346	\$ 582,773	\$ 582,773	\$ 594,428	\$ 594,428	\$ 606,317	\$ 606,317	\$ 618,443	\$ 618,443	\$ 630,812

Estimated Assessed Value of Real Property Improvements	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	Total
	\$ 7,572,861	\$ 7,724,318	\$ 7,724,318	\$ 7,878,805	\$ 7,878,805	\$ 8,036,381	\$ 8,036,381	\$ 8,197,108	\$ 8,197,108	\$ 8,361,051	\$ 8,361,051	
Taxing Jurisdiction	Tax Rate per \$100											
R-2 Ray-Pec Schools	5.1823	5.1823	5.1823	5.1823	5.1823	5.1823	5.1823	5.1823	5.1823	5.1823	5.1823	5.1823
Fire 2 - So Metro	0.8947	0.8947	0.8947	0.8947	0.8947	0.8947	0.8947	0.8947	0.8947	0.8947	0.8947	0.8947
Ambulance 2 - So Metro	0.3545	0.3545	0.3545	0.3545	0.3545	0.3545	0.3545	0.3545	0.3545	0.3545	0.3545	0.3545
State	0.0300	0.0300	0.0300	0.0300	0.0300	0.0300	0.0300	0.0300	0.0300	0.0300	0.0300	0.0300
Cass County Road & Bridge	0.1789	0.1789	0.1789	0.1789	0.1789	0.1789	0.1789	0.1789	0.1789	0.1789	0.1789	0.1789
Cass County Library	0.2633	0.2633	0.2633	0.2633	0.2633	0.2633	0.2633	0.2633	0.2633	0.2633	0.2633	0.2633
Hospital Maintenance	0.1261	0.1261	0.1261	0.1261	0.1261	0.1261	0.1261	0.1261	0.1261	0.1261	0.1261	0.1261
Shelter Workshop	0.0461	0.0461	0.0461	0.0461	0.0461	0.0461	0.0461	0.0461	0.0461	0.0461	0.0461	0.0461
City of Raymore, MO	1.2540	1.2540	1.2540	1.2540	1.2540	1.2540	1.2540	1.2540	1.2540	1.2540	1.2540	1.2540
	8.3299	8.3299	8.3299	8.3299	8.3299	8.3299	8.3299	8.3299	8.3299	8.3299	8.3299	8.3299
	\$ 630,812	\$ 643,428	\$ 643,428	\$ 656,297	\$ 656,297	\$ 669,422	\$ 669,422	\$ 682,811	\$ 682,811	\$ 696,467	\$ 696,467	\$ 8,446,302

**Projected Tax Abatement
 (Real Property Improvements)**

Estimated Assessed Value of Real Property Improvements	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
Abatement Percentage	\$ 3,772,436	\$ 6,858,974	\$ 6,858,974	\$ 6,996,153	\$ 7,136,076	\$ 7,136,076	\$ 7,278,798	\$ 7,278,798	\$ 7,278,798	\$ 7,424,374	\$ 7,424,374	\$ 7,572,861
	70.00%	70.00%	70.00%	70.00%	70.00%	70.00%	70.00%	70.00%	70.00%	70.00%	70.00%	70.00%
Taxing Jurisdiction												
R-2 Ray-Pec Schools	5.1823	\$ 248,817	\$ 248,817	\$ 253,793	\$ 253,793	\$ 258,869	\$ 258,869	\$ 264,046	\$ 264,046	\$ 269,327	\$ 269,327	\$ 274,714
Fire 2 - So Metro	0.8947	23,626	42,957	43,816	43,816	44,693	44,693	45,586	45,586	46,498	46,498	47,428
Ambulance 2 - So Metro	0.3545	9,361	17,021	17,361	17,361	17,708	17,708	18,062	18,062	18,424	18,424	18,792
State	0.0300	792	1,440	1,469	1,469	1,499	1,499	1,529	1,529	1,559	1,559	1,590
Cass County Road & Bridge	0.1789	4,724	8,589	8,589	8,761	8,937	8,937	9,115	9,115	9,298	9,298	9,483
Cass County Library	0.2633	6,953	12,642	12,642	12,895	13,153	13,153	13,416	13,416	13,684	13,684	13,958
Hospital Maintenance	0.1261	3,330	6,054	6,176	6,176	6,299	6,299	6,425	6,425	6,553	6,553	6,685
Shelter Workshop	0.0461	1,217	2,213	2,258	2,258	2,303	2,303	2,349	2,349	2,396	2,396	2,444
City of Raymore, MO	1.2540	33,114	60,208	61,412	61,412	62,640	62,640	63,893	63,893	65,171	65,171	66,475
	8.3299	\$ 219,968	\$ 399,942	\$ 407,941	\$ 407,941	\$ 416,100	\$ 416,100	\$ 424,422	\$ 424,422	\$ 432,910	\$ 432,910	\$ 441,568

Estimated Assessed Value of Real Property Improvements	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	Total
Abatement Percentage	\$ 7,572,861	\$ 7,724,318	\$ 7,724,318	\$ 7,878,805	\$ 7,878,805	\$ 8,036,381	\$ 8,036,381	\$ 8,197,108	\$ 8,197,108	\$ 8,361,051	\$ 8,361,051	\$ 83,361,051
	70.00%	50.00%	50.00%	50.00%	50.00%	50.00%	50.00%	30.00%	30.00%	30.00%	30.00%	30.00%
Taxing Jurisdiction												
R-2 Ray-Pec Schools	5.1823	\$ 274,714	\$ 200,149	\$ 200,149	\$ 204,152	\$ 204,152	\$ 208,235	\$ 208,235	\$ 212,440	\$ 212,440	\$ 216,688	\$ 4,932,615
Fire 2 - So Metro	0.8947	47,428	34,555	34,555	35,246	35,246	35,951	35,951	36,702	36,702	37,498	851,593
Ambulance 2 - So Metro	0.3545	18,792	13,691	13,691	13,965	13,965	14,244	14,244	14,528	14,528	14,816	337,420
State	0.0300	1,590	1,159	1,159	1,182	1,182	1,205	1,205	1,228	1,228	1,251	28,555
Cass County Road & Bridge	0.1789	9,483	6,909	6,909	7,048	7,048	7,189	7,189	7,331	7,331	7,474	170,281
Cass County Library	0.2633	13,958	10,169	10,169	10,372	10,372	10,580	10,580	10,790	10,790	10,999	250,614
Hospital Maintenance	0.1261	6,685	4,870	4,870	4,968	4,968	5,067	5,067	5,166	5,166	5,265	120,024
Shelter Workshop	0.0461	2,444	1,780	1,780	1,816	1,816	1,852	1,852	1,888	1,888	1,924	43,879
City of Raymore, MO	1.2540	66,475	48,431	48,431	49,400	49,400	50,388	50,388	51,386	51,386	52,394	1,193,582
	8.3299	\$ 441,568	\$ 321,714	\$ 321,714	\$ 328,148	\$ 328,148	\$ 334,711	\$ 334,711	\$ 341,413	\$ 348,164	\$ 355,000	\$ 7,928,562

**Projected PILOT Amounts
 (Real Property Improvements)**

Estimated Assessed Value of Real Property Improvements	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
PILOT Payment	\$ 3,772,436	\$ 6,858,974	\$ 6,858,974	\$ 6,996,153	\$ 6,996,153	\$ 7,136,076	\$ 7,136,076	\$ 7,278,798	\$ 7,278,798	\$ 7,424,374	\$ 7,424,374	\$ 7,572,861
	30.000%	30.000%	30.000%	30.000%	30.000%	30.000%	30.000%	30.000%	30.000%	30.000%	30.000%	30.000%
Taxing Jurisdiction												
R-2 Ray-Pec Schools	5,1823	\$ 106,636	\$ 106,636	\$ 108,768	\$ 108,768	\$ 110,944	\$ 110,944	\$ 113,163	\$ 113,163	\$ 115,426	\$ 115,426	\$ 117,735
Fire 2 - So Metro	0.8947	18,410	18,410	18,778	18,778	19,154	19,154	19,537	19,537	19,928	19,928	20,326
Ambulance 2 - So Metro	0.3545	7,295	7,295	7,440	7,440	7,589	7,589	7,741	7,741	7,896	7,896	8,054
Slate	0.0300	340	617	630	630	642	642	655	655	668	668	682
Cass County Road & Bridge	0.1789	2,025	3,681	3,681	3,755	3,830	3,830	3,907	3,907	3,985	3,985	4,064
Cass County Library	0.2633	2,980	5,418	5,418	5,526	5,637	5,637	5,750	5,750	5,865	5,865	5,982
Hospital Maintenance	0.1261	1,427	2,595	2,595	2,647	2,700	2,700	2,754	2,754	2,809	2,809	2,865
Sheller Workshop	0.0461	522	949	949	968	987	987	1,007	1,007	1,027	1,027	1,047
City of Raymore, MO	1.2540	14,192	25,803	26,320	26,320	26,846	26,846	27,383	27,383	27,930	27,930	28,489
	8.3299	\$ 94,272	\$ 171,404	\$ 174,832	\$ 174,832	\$ 178,328	\$ 178,328	\$ 181,895	\$ 181,895	\$ 185,533	\$ 185,533	\$ 189,244

Estimated Assessed Value of Real Property Improvements	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	Total
PILOT Payment	\$ 7,572,861	\$ 7,724,318	\$ 7,724,318	\$ 7,878,805	\$ 7,878,805	\$ 8,036,381	\$ 8,036,381	\$ 8,197,108	\$ 8,197,108	\$ 8,361,051	\$ 8,361,051	\$ 83,610,51
	30.000%	50.000%	50.000%	50.000%	50.000%	50.000%	50.000%	70.000%	70.000%	70.000%	70.000%	70.000%
Taxing Jurisdiction												
R-2 Ray-Pec Schools	5,1823	\$ 200,149	\$ 200,149	\$ 204,152	\$ 204,152	\$ 208,235	\$ 291,529	\$ 297,359	\$ 297,359	\$ 303,306	\$ 303,306	\$ 3,913,687
Fire 2 - So Metro	0.8947	34,555	34,555	35,246	35,246	35,951	50,331	51,338	51,338	52,364	52,364	675,680
Ambulance 2 - So Metro	0.3545	13,691	13,691	13,965	13,965	14,244	19,942	20,341	20,341	20,748	20,748	267,719
Slate	0.0300	682	1,159	1,182	1,182	1,205	1,688	1,721	1,721	1,756	1,756	22,656
Cass County Road & Bridge	0.1789	6,909	6,909	7,048	7,048	7,189	10,064	10,265	10,265	10,471	10,471	135,106
Cass County Library	0.2633	10,169	10,169	10,372	10,372	10,580	14,812	15,108	15,108	15,410	15,410	198,845
Hospital Maintenance	0.1261	2,865	4,870	4,968	4,968	5,067	7,094	7,236	7,236	7,380	7,380	95,231
Sheller Workshop	0.0461	1,047	1,780	1,780	1,816	1,852	2,593	2,645	2,645	2,698	2,698	34,815
City of Raymore, MO	1.2540	28,489	48,431	49,400	49,400	50,388	70,543	71,954	71,954	73,393	73,393	947,024
	8.3299	\$ 189,244	\$ 321,714	\$ 328,148	\$ 328,148	\$ 334,711	\$ 468,596	\$ 477,968	\$ 477,968	\$ 487,527	\$ 487,527	\$ 6,290,763



**CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM**

DATE: August 23, 2021

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 3646 Authorization of 2021 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
09/13/2021	

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 occurred on November 9, 2020, for a total principal amount of \$8,990,000. This is the 2nd issuance to occur on September 13, 2021 for a total principal amount of \$9,000,000.

The \$9,000,000 Go Bond Issue will be used for the following. \$5,070,000 in street improvements and \$3,930,000 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 2021 bonds has been set to an amount so that the City qualifies for bank-qualification.

The 2021 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

SEPTEMBER 13, 2021

AUTHORIZING

**\$9,000,000
GENERAL OBLIGATION BONDS
SERIES 2021**

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BILL NO. 3646

ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING AND DIRECTING THE
ISSUANCE, SALE AND DELIVERY OF \$9,000,000 PRINCIPAL
AMOUNT OF GENERAL OBLIGATION BONDS, SERIES 2021 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, the City has previously issues \$6,990,000 of the authorized general obligation bonds for the Street Projects and \$2,000,000 of the authorized general obligation bonds for the Parks Projects pursuant to an ordinance of the City authorizing the issuance of the City’s General Obligation Bonds Series 2020; and

WHEREAS, it is hereby found and determined that it is necessary for the City at this time to issue its General Obligation Bonds Series 2021 (the “Bonds”), to consist of \$5,070,000 of the authorized general obligation bonds for the Street Projects (leaving \$5,515,000 of the general obligation bonds authorized but unissued for Street Projects) and to consist of \$3,930,000 of the authorized general obligation bonds for the Parks Projects (leaving no remaining authority for Parks Projects); 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 the Bonds pursuant to the General Obligation Bond Law for the purposes aforesaid as herein provided.

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

ARTICLE I

DEFINITIONS

Section 101. Definitions of Words and Terms. In addition to words and terms defined elsewhere herein, the following words and terms as used in this Ordinance shall have the following meanings:

“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 2021 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, plus any premium or less any discount, and less the underwriter’s discount, 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 2021 of the City in a principal amount of \$9,000,000 (the “Bonds”); \$5,070,000 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 \$3,930,000 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

Stated Maturity <u>March 1</u>	<u>Principal Amount</u>	<u>Annual Rate of Interest</u>
2022	\$500,000	%
2023	600,000	
2028	565,000	
2029	555,000	
2030	530,000	
2031	505,000	
2032	485,000	
2033	615,000	
2034	625,000	
2035	640,000	
2036	655,000	
2037	665,000	
2038	670,000	
2039	685,000	
2040	705,000	

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, 2022.

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 at the price of \$_____ (the principal amount of the Bonds, plus net original issue premium of \$_____ and less the underwriter’s discount of \$_____). The Notice of Sale, in the form on file with the City and attached hereto as **Exhibit C**, is hereby ratified and approved. 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. Redemption of Bonds.

(a) 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.

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, the Mayor Pro Tem, the City Manager and City Clerk, are hereby authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Ordinance and to make ministerial alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed 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.

[Remainder of page intentionally left blank.]

FIRST READING: AUGUST 23, 2021

SECOND READING: SEPTEMBER 13, 2021

BE IT REMEMBERED THE PRECEDING ORDINANCE WAS READ A FIRST TIME ON AUGUST 23, 2021 AND WAS READ A SECOND TIME AND APPROVED AND ADOPTED UPON ITS SECOND READING THIS SEPTEMBER 13, 2021, BY THE FOLLOWING VOTE:

Councilmember Abdelgawad	_____
Councilmember Barber	_____
Councilmember Berendzen	_____
Councilmember Burke	_____
Councilmember Circo	_____
Councilmember Holman	_____
Councilmember Townsend	_____
Councilmember Wills-Scherzer	_____

ATTEST:

APPROVED:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Approved as to form:

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 2021**

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Dated Date</u>	<u>CUSIP Number</u>
%		September 29, 2021	

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, 2022, 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 2021,” 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.

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**

New Business



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: Sept. 13, 2021

SUBMITTED BY: Jim Cadoret

DEPARTMENT: Development Services

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

TITLE / ISSUE / REQUEST

Bill 3650: Ridgeview Estates Rezoning

STRATEGIC PLAN GOAL/STRATEGY

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

FINANCIAL IMPACT

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

PROJECT TIMELINE

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

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission: Planning and Zoning Commission
Date: Aug. 17, 2021
Action/Vote: Approve 8-0

LIST OF REFERENCE DOCUMENTS ATTACHED

Staff Report
Memorandum of Understanding
Preliminary Plan

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

Jason Maddox, representing MACO Development Company LLC and property owner Good-Otis LLC, is requesting to reclassify the zoning of eight acres located south of Lucy Webb Road, west of Dean Avenue, from C-2 "General Commercial District" to PUD "Planned Unit Development District." The rezoning will allow for a proposed 60-unit age-restricted and income-restricted residential development to be known as Ridgeview Estates.

BILL 3650

ORDINANCE

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AMENDING THE ZONING MAP FROM "C-2" GENERAL COMMERCIAL DISTRICT TO "PUD" PLANNED UNIT DEVELOPMENT DISTRICT, AN EIGHT-ACRE TRACT OF LAND LOCATED SOUTH OF LUCY WEBB ROAD, WEST OF DEAN AVENUE, IN RAYMORE, CASS COUNTY, MISSOURI."

WHEREAS, after a public hearing was held on August 17, 2021, the Planning and Zoning Commission submitted its recommendation of approval on the application to the City Council; and

WHEREAS, the City Council held a public hearing on September 13, 2021, after notice of said hearing was published in a newspaper of general circulation in Raymore, Missouri, at least fifteen (15) days prior to said hearing.

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

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

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

A TRACT OF LAND LOCATED IN THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 46 NORTH, RANGE 32 WEST, RAYMORE, CASS COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF SAID SECTION 19, AND THE EASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 71; THENCE FROM THE POINT OF BEGINNING AND WITH THE NORTH LINE OF SAID SECTION S 86°32'30"E, 472.05 FEET; THENCE LEAVING SAID NORTH LINE AND ON A LINE PARALLEL TO THE EASTERLY RIGHT OF WAY OF SAID U.S. HIGHWAY 71, S 1°52'35"E, 741.00 FEET; THENCE ON A LINE PARALLEL TO THE NORTH LINE OF SAID SECTION, N 86°32'30"W, 472.05 FEET TO THE EASTERLY RIGHT OF WAY LINE OF SAID U.S. HIGHWAY 71; THENCE WITH SAID EASTERLY RIGHT OF WAY LINE, N 1°52'35"W, 741.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 8.00 ACRES.

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 13TH DAY OF SEPTEMBER, 2021.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 27TH DAY OF SEPTEMBER, 2021, BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Barber
Councilmember Berendzen
Councilmember Burke III
Councilmember Circo
Councilmember Holman
Councilmember Townsend
Councilmember Wills-Scherzer

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature



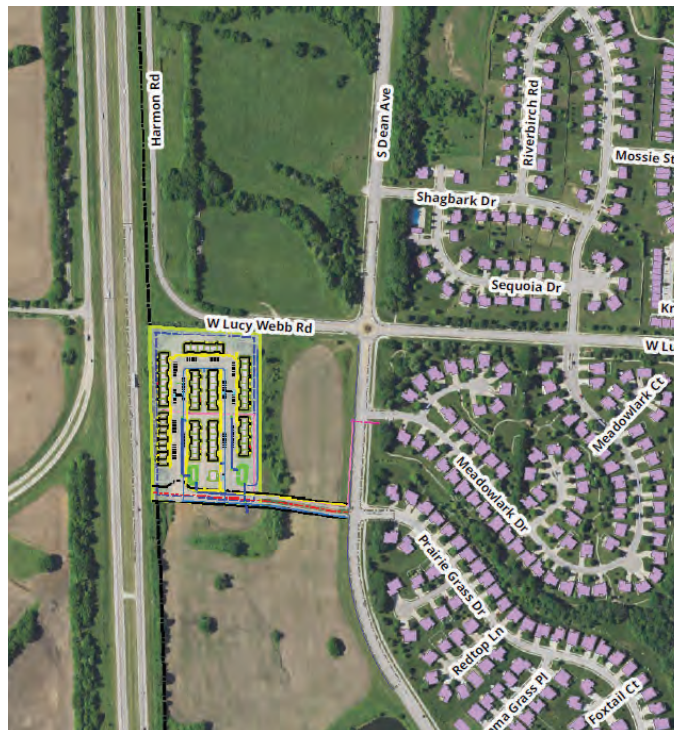
To: City Council
From: Planning and Zoning Commission
Date: September 13, 2021
Re: **Case #21023 Ridgeview Estates - Rezoning C-2 to PUD and Preliminary Plan**

GENERAL INFORMATION

Applicant: Jason Maddox
MACO Development Company, LLC
111 N. Main Street
Clarkton, MO 63837

Requested Action: Request to reclassify the zoning of 8 acres from “C-2” General Commercial District to “PUD” Planned Unit Development District

Property Location: South of Lucy Webb Road, west of Dean Avenue in The Good Ranch Subdivision



Site Photographs:



(View looking west from Dean Avenue to extension of Prairie Grass Dr. to site)



(view looking north from Prairie Grass extension along south line of development)



(View of development area looking south from Lucy Webb Road)



(View looking southeast from Lucy Webb Road to The Meadows subdivision)

Existing Zoning: "C-2" General Commercial District



North: R-1P (Single-Family Residential Planned)
East: R-1P (Single-Family Residential Planned)
South: C-2 (General Commercial)
West: Belton

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

Major Street Plan: The Major Thoroughfare Plan Map classifies Dean Avenue as a Minor Arterial and Lucy Webb Road as a Major Collector.

Legal Description:

A TRACT OF LAND LOCATED IN THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 46 NORTH, RANGE 32 WEST, RAYMORE, CASS COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF SAID SECTION 19, AND THE EASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 71; THENCE FROM THE POINT OF BEGINNING AND WITH THE NORTH LINE OF SAID SECTION S 86°32'30"E, 472.05 FEET; THENCE LEAVING SAID NORTH LINE AND ON A LINE PARALLEL TO THE EASTERLY RIGHT OF WAY OF SAID U.S. HIGHWAY 71, S 1°52'35"E, 741.00 FEET; THENCE ON A LINE PARALLEL TO THE NORTH LINE OF SAID SECTION, N 86°32'30"W, 472.05 FEET TO THE EASTERLY RIGHT OF WAY LINE OF SAID U.S. HIGHWAY 71; THENCE WITH SAID EASTERLY RIGHT OF WAY LINE, N 1°52'35"W, 741.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 8.00 ACRES.

Advertisement: July 29, 2021 **Journal** newspaper
August 26, 2021 **Journal** newspaper

Public Hearing: August 17, 2021 Planning Commission meeting
September 13, 2021 City Council meeting

Items of Record: **Exhibit 1. Mailed Notices to Adjoining Property Owners**
Exhibit 2. Notice of Publication in Newspaper
Exhibit 3. Unified Development Code
Exhibit 4. Application
Exhibit 5. Growth Management Plan
Exhibit 6. Staff Report
Exhibit 7. Preliminary Plan
Exhibit 8. Resident emails

REQUEST

Applicant is requesting to reclassify the 8 acre parcel from the existing “C-2” General Commercial District designation to “PUD” Planned Unit Development District to allow for the proposed Ridgeview Estates, a 60-unit age-restricted and income restricted senior housing development. A reclassification to a PUD district requires the concurrent submittal of a preliminary plan.

REZONING REQUIREMENTS

Section 415.060 and Section 470.050 of the Unified Development Code outline the applicable requirements for Zoning Map amendments.

Section 415.060 PUD, Planned Unit Development District

A. General Purpose and Description

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

B. Review Procedure

The procedure for review of applications for planned unit developments will be as set forth in Section 470.050.

C. Allowable Uses

The Planned Unit Development District may be established exclusively for residential, commercial or industrial development or any combination of these uses. Each use category must be listed on the PUD plans and approved by the Planning and Zoning Commission and the City Council.

D. District-Specific Design Standards

1. Maintenance of Overall Density

The Planning and Zoning Commission and City Council may designate divisible geographic sections of the entire parcel to be developed as a unit, and may, in such a case, specify reasonable periods within which developments of

such unit must be commenced. In the case of residential planned unit developments, the Planning and Zoning Commission may permit in each unit deviations from the number of dwelling units per acre established for the entire planned development, provided such deviation will be adjusted for in other sections of the development so that the number of dwelling units per acre authorized for the entire planned development is not increased.

2. Adequate Circulation System

- a.** The site must be accessible from public roads that are adequate to carry the traffic that will be imposed upon them by the proposed development, and the streets and driveways on the site of the proposed development must be adequate to serve the residents or occupants of the proposed development.
- b.** A traffic study shall be submitted with the rezoning application in order to determine impacts of the proposed development and necessary improvements to the transportation system. The traffic study shall take into consideration the Transportation Plan of the City of Raymore. The Director of Public Works shall review the traffic study and make a recommendation to the Planning and Zoning Commission and City Council regarding necessary improvements to the transportation system.

3. Adequate Public Services

The development must not impose an undue burden upon public services and facilities, such as fire and police protection and public infrastructure. The development must make adequate provisions for resulting additional system demands imposed by the development upon roads and streets, water supply and storage, storm sewerage, sanitary sewerage and wastewater treatment. The developer must make arrangements and will furnish such performance bonds, escrow deposits or other guarantees as may be determined by the City to be reasonably required to assure consistency of the development with the City's Growth Management Plan and with this subsection.

4. Additional Buffering

When a commercial or industrial use within a Planned Unit Development district abuts a residential zoning district, a landscape buffer in compliance with Section 430.080C1 shall be provided. If the residential zoning district and the commercial or industrial use are separated by a street right-of-way, a 10 foot wide landscaped buffer containing trees, shrubs and evergreens must be provided along the residential side of the right-of-way line. The applicant must provide for perpetual maintenance of the landscape buffer containing trees, shrubs and evergreens.

E. Additional Requirements

1. Operational Performance Standards

All uses in the planned unit development district must comply with the operational performance standards in Section 440.020.

2. Outdoor Storage, Display and Work Areas

- a.** All residential uses allowed in the PUD must comply with the requirements of Section 405.040E.
- b.** All business, commercial or industrial uses allowed in the PUD must comply with the requirements of Section 410.040B.

3. Bulk and Dimensional Standards

Bulk and dimensional standards shall be established by the Planning and Zoning Commission and City Council as part of the zoning map amendment process.

Section 470.050 Planned Unit Development (PUD)

A. Purpose

The purpose of a Planned Unit Development (PUD) District is to encourage the unified design of residential, commercial, office, professional services, retail and institutional uses and facilities or combinations thereof in accordance with an approved comprehensive development plan. This district provides for greater flexibility in the design of buildings, yards, courts, and circulation that is provided by other districts.

B. Pre-Application Conference

Prior to filing an application for a planned unit development, the applicant must attend a pre-application conference in accordance with Section 470.010B.

C. Preliminary Plan Applications

An application for a planned unit development may be obtained from the Development Services Director. The application must be completed in its entirety in accordance with Section 470.010C and filed with the Development Services Director so that a public hearing date can be established in accordance with Section 470.010E.

D. Memorandum of Understanding

A Memorandum of Understanding (MOU) shall be prepared for all Planned Unit Development applications. The MOU will be prepared by the City and included with the application when submitted to the Planning and Zoning Commission for consideration. The applicant shall sign the MOU prior to submittal of the application of the City Council.

E. Preliminary Plan Procedure *(Amendment 16 – Ordinance 2013-056 8.26.13)*

1. Planning and Zoning Commission Public Hearing

All proposed planned unit development applications must first 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. The public hearing must be held at the next regular meeting of the Planning and Zoning Commission for which the application may be scheduled given public notice deadlines, unless the applicant has consented to an extension of this time period. The Development Services Director or other appointed official as designated by the Planning and Zoning Commission must prepare a written summary of the proceedings, and give notice of the hearing as provided in Section 470.010E.

2. Planning and Zoning Commission Recommendation

Upon conclusion of the public hearing, the Planning and Zoning Commission will submit a recommendation to the City Council to approve, approve with modifications or disapprove the proposed planned unit development preliminary plan. If a motion on an application fails, the Planning and Zoning Commission shall be required to propose and vote on a counter motion on the application. If a tie vote of the Commission, or if no majority vote of the full membership of the Commission can be obtained on a recommendation to be made, the application will be forwarded to the City Council with no recommendation. The Commission must submit its recommendation along with a record of the public hearing thereon, to the City Council. The Planning and Zoning Commission may include reasonable conditions as a part of its recommendation.

3. City Council Action

Upon receipt of the recommendations of the Planning and Zoning Commission, the City Council must within 60 days consider the application and recommendations of the Planning and Zoning Commission. The City Council may approve or modify the recommendations of the Planning and Zoning Commission and may approve, approve with modifications or disapprove the preliminary plan with or without conditions. In the event the application is not acted upon by the City Council within 120 days following receipt of the recommendations of the Planning and Zoning Commission, and unless the applicant has consented to an extension of time, the application will be deemed denied.

4. Protest

In the event that a protest petition against any application for a planned unit development is presented to the City Clerk prior to the date scheduled for the City Council to take action and is properly signed and notarized by the deeded owners of 30 percent or more of the areas of the land (exclusive of streets and alleys) included in such proposed change, or within an area determined by lines drawn parallel to and 185 feet distant from the boundaries of the district proposed to be changed, such amendment will not become effective except by the favorable vote of two-thirds of all the members of the City Council.

F. 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:

- 1.** the preliminary development plan's consistency with the Growth Management Plan and all other adopted plans and policies of the City;
- 2.** the preliminary development plan's consistency with the PUD standards of Section 415.060, including the statement of purpose;

3. the nature and extent of common open space in the PUD;
4. the reliability of the proposals for maintenance and conservation of common open space;
5. the adequacy or inadequacy of the amount and function of common open space in terms of the densities and dwelling types proposed in the plan;
6. whether the preliminary development plan makes adequate provision for public services, provides adequate control over vehicular traffic, and furthers the amenities of light and air, recreation and visual enjoyment;
7. whether the preliminary development plan will have a substantially adverse effect on adjacent property and the development or conservation of the neighborhood area;
8. whether potential adverse impacts have been mitigated to the maximum practical extent;
9. whether the preliminary development plan represents such a unique development proposal that it could not have accomplished through use of (non-PUD) conventional Unified Development Code; and
10. the sufficiency of the terms and conditions proposed to protect the interest of the public and the residents of the PUD in the case of a plan that proposes development over a period of years.

G. Effect of Preliminary Development Plan Approval

Approval of the Preliminary Development Plan constitutes approval of a preliminary plat. A preliminary plat review fee is not required.

H. Status of Preliminary Development Plan After Approval

1. The applicant and the applicant's agent will be given written notice of the action of the City Council.
2. Approval of a preliminary development plan does not qualify as a plat of the planned unit development for recording purposes.
3. An unexpired approved preliminary development plan, including one that has been approved subject to conditions provided that the landowner has not defaulted on or violated any of the conditions, may not be modified or revoked by the City without the consent of the landowner.
4. Prior to final plat approval, a landowner may choose to abandon a plan that has been given preliminary approval provided that the Planning and Zoning Commission is notified in writing.
5. Major changes in the planned unit development may be made only if an application to amend the approved preliminary plan has been approved by the City. The application to amend an approved preliminary plan shall be submitted and reviewed in accordance with the provisions of Section 470.050. What constitutes a major change is determined by the Development Services Director, but would include changes to the land use, street layout, and substantial change in building location or design.

I. Expiration of Preliminary Plan Approval

1. In the event the landowner fails to file an application for final plat approval within one year after final approval of the Preliminary Development Plan has been granted then such approval will expire.
2. In the event the landowner fails to file a subsequent application for final plat approval in accordance with the approved phasing schedule then such approval will expire.
3. For good cause shown, the expiration date may be extended by the City Council. The request for extension may be made by letter to the Development Services Director and will be considered only if received before the expiration date of the approval. The Development Services Director will forward the request to the City Council for consideration at its next available meeting.
4. If the approval of the preliminary development plan for a phased development expires after the completion of one or more phases, the preliminary development plan will remain in full effect as to those portions of the development that are subject to final plats in which the developer has acquired vested rights, but the remaining portions of the preliminary development plan will expire.
5. No action by the City will be necessary to cause the approval to expire. Its expiration will be considered a condition of the original approval. After the expiration date or extended expiration date, no application for final plat or for other development activity on the site will be considered until a new preliminary development plan has been approved.
6. After expiration of a preliminary development plan or any portion thereof, the PUD will remain in effect for the affected property, but further development on the property will require the approval of a new preliminary development plan, in accordance with the procedures and standards in effect at the time of the new application. If a

preliminary development plan has expired as to part of a phased development, consistency with the developed parts of the preliminary development plan will be an additional criterion for consideration of a new proposed preliminary development plan.

7. Approval of a preliminary development plan does not, in itself, vest any rights.

J. Final Plat Application

After approval of a preliminary plan and prior to the issuance of any building permit or zoning certificate, an application for a final plat may be obtained from the Development Services Director. The application must be completed in its entirety in accordance with Section 470.010C and filed with the Development Services Director. The final plat may include the entire planned unit development or may be for a unit or section thereof as set forth in the approval of the preliminary plan. The application must include covenants, easements, conditions and form of performance bond as set forth in the approval of the preliminary plan and in accordance with the conditions established in this Code.

K. Contents of the Final Plan

The final plan must include all information required for final plats in accordance with Section 470.130.

L. Final Plan Procedure

Final Plans will be approved and recorded according to the final plat procedure of Section 470.130.

M. Effect of Approval

All final plans filed will:

1. be binding upon the applicants, their successors and assigns;
2. control the issuance and validity of all building permits; and
3. limit the construction, location, use and operation of all land, land improvements and structures to be located on the subject site.

N. Enforcement and Modification of Final Development Plans

To further the mutual interest of the residents and owners of the planned unit development and of the public in the preservation of the integrity of the plan, as finally approved, and to insure that modifications, if any, in the plan will not impair the reasonable reliance of the said residents and owners upon the provisions of the plan, nor result in changes that would adversely affect the public interest, the enforcement and modification of the provisions of the plan as finally approved, whether recorded by plan, covenant, easement or otherwise, will be subject to the following provisions:

1. Enforcement by the Municipality

The provisions of the plan relating to:

- a. the use of land and the use, bulk, and location of buildings and structures;
- b. the quality and location of common open space;
- c. the intensity of use or the density of residential units will run in favor of the municipality and will be enforceable in law or in equity by the municipality, without limitation on any powers or regulation otherwise granted the municipality by law; and
- d. the owner(s) will be responsible for the payment of attorney's fees, costs, and expenses incurred by the City in its' successful enforcement of the provisions of the plan.

2. Enforcement by the Residents and Owners

All provisions of the plan will run in favor of the residents and owners of the planned development, but only to the extent expressly provided in the plan and in accordance with the terms of the plan, covenant, easement or otherwise may be enforced by the law or equity by said residents and owners, acting individually, jointly or through an organization designated in the plan to act on their behalf; provided, however, that no provisions of the plan will be implied to exist in favor of residents and owners of the planned unit development except as to those portions of the plan which have been finally approved and have been recorded.

3. Modification by the City

All those provisions of the plan authorized to be enforced by the City under paragraph (1) of this section may be modified, removed or released by the City (except grants or easements relating to the service or equipment of a public utility unless expressly consented to by the public utility), subject to the following conditions:

- a. No such modification, removal or release of the provisions of the plan by the municipality will affect the rights of the residents and owners of the planned unit development to maintain and enforce those provisions, at law or equity, as provided in paragraph (2) of this section.
- b. No modification, removal or release of the provision of the plan by the municipality will be permitted except upon a finding by the municipal authority, following a public hearing called and held in accordance with the provisions of this section; that the same is consistent with the efficient development and preservation of the entire planned unit development and does not adversely affect either the enjoyment of the land abutting upon or across a street from the planned unit development for the public interest; and is not granted solely to confer a special benefit upon any person.

4. **Modification by the Residents**

Residents and owners of the planned unit development may, to the extent and in the manner expressly authorized by the provision of the plan, modify, remove or release their rights to enforce the provisions of the plan, but no such action will affect the right of the municipality to enforce the provisions of the plan in accordance with the provisions of paragraph (1) of this section.

O. **Amendments**

A planned unit development district ordinance or any approved preliminary development plan may be amended in the same manner prescribed in this chapter for approval of the initial preliminary plan. Application for amendment may be made by the subdivision developer, homeowner's association or 51 percent of the owners of property within the PUD.

PREVIOUS PLANNING ACTIONS ON OR NEAR THE PROPERTY

1. The area to be rezoned is part of Tract 1 of The Good Ranch Master Planned Community, approved by the City Council in 1994.
2. The current "C-2" General Commercial zoning designation of the area to be rezoned was established in July of 2002.

GOOD NEIGHBOR INFORMATIONAL MEETING COMMENTS

Note: MACO held an informal meeting with residents of The Meadows and Meadowood of The Good Ranch on July 8, 2021. Approximately 100 residents attended to learn about the project and ask questions. City staff did not attend this meeting.

The required Good Neighbor meeting was held on Wednesday, July 28, 2021 in Council Chambers at City Hall. Six residents attended. Applicant Jason Maddox and Dan Sanders were present representing MACO and project engineer Kyle Miller representing Crockett Engineering. Development Services Director Jim Cadoret represented City staff. The comments below provide a summary of the meeting:

MACO representatives began the meeting by briefly explaining the project. The project is a 60-unit garden-style one-story attached development of nine residential buildings and a community building. This will be a 55+ community with no children. MACO is requesting tax credits from the Missouri Housing Development Commission (MHDC) to help fund and develop the property. All dwelling units will be 2-bedroom of approximately 950 square feet in size. There are no garages provided. The buildings will be an energy efficient brick structure with siding on the gable ends. If financing is

approved construction will commence in the summer of 2022. Rents will be approximately \$650 per month, which includes water, sewer and trash.

Attendees had the following questions regarding the project:

Q: If this phase is constructed and is successful, will there be an expansion of the development?

Yes, there is land currently available for expansion. On several other projects completed by MACO there have been subsequent expansions of the developments.

Q: Will there be any 2-story buildings?

No, each building is 1-story.

Q: Will there be any sound barrier for the units from the traffic on Interstate 49?

There will be a landscape buffer that will help reduce any traffic noise from the Interstate.

Q: Will there be any safe rooms provided?

There are no safe rooms provided with this phase. There is currently no City requirement to provide a safe room.

Q: Why did you select Raymore for one of your communities?

This is the 2nd year that MACO has pursued a development within Raymore. Last year we selected the land north of Price Chopper but were unsuccessful in securing funding approval through MHDC. That parcel was not available this year so we selected the subject property. We reviewed the master plan for The Good Ranch and felt the proposed development was consistent with the plan. There is a definite need for senior housing in the community.

Q: Will universal design features be incorporated into the development?

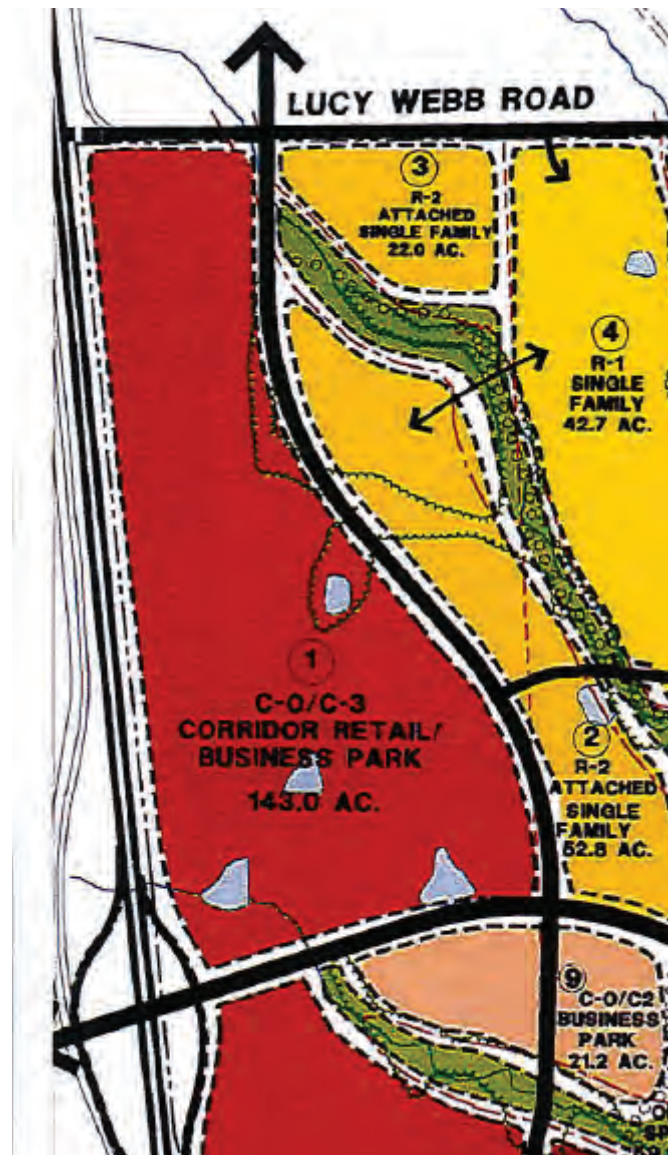
Yes. All units will contain elements of universal design. Three of the units will be fully ADA compliant. Residents needing special assistance or elements added to a unit are accommodated.

Q: How many parking spaces will be provided?

The City requires 1½ parking spaces per dwelling unit, or 90 spaces for 60 units. The current site plan reflects 108 parking spaces. MACO does not allow any RV or boat parking on site.

STAFF COMMENTS

1. The area requested to be rezoned is on the northwest corner of what is identified as Tract 1 on the Good Ranch Master Land Use Plan. Tract 1 extends from Lucy Webb Road south to North Cass Parkway, between Dean Avenue and Interstate 49, as illustrated below:



2. The Master Plan initially identified Tract 3, located at the southeast corner of Dean Avenue and Lucy Webb Road, to be attached single-family residential. The property was ultimately developed as The Meadows of The Good Ranch, a lower density single-family detached development.
3. Over the past 20 years there have been several conversations between the developers of The Good Ranch and City Staff on allowing residential development

on the northern end of Tract 1 in-lieu-of commercial development. No requests to change the land use designation or zoning designation for the property have previously been filed. Below is one version of a conceptual plan staff prepared for the property. Land use transitions on the site from north to south is illustrated:



4. Tract 1 consists of 143 acres of commercial zoned land. Tract 1, and specifically the southern half of the tract, with its proximity to the North Cass Interchange on Interstate 49, has been identified as a prime location for a regional commercial center. The developers of The Good Ranch and City Staff have had discussions on preparing a development plan for Tract 1 to ensure a cohesive and unified development is constructed on the property.
5. The request for the PUD zoning designation requires submittal of a preliminary plan. The preliminary plan establishes the location of the various buildings and parking areas upon the property. Any future modifications to the preliminary plan would require approval from the City Council.
6. The uses permitted in the proposed PUD district are single-family, age-restricted, one-story garden style apartment buildings.
7. The use-specific standards included in Section 420.010A of the Unified Development Code will apply. These standards include: minimum separation between buildings; building design; and common open space.
8. The proposed PUD district development standards applicable to the property will be:

PROPOSED PUD	
Minimum Lot Area	
square feet	340,000
Minimum Lot Width (feet)	100
Minimum Lot Depth (feet)	100
Yards, Minimum (feet)	
front	25
rear	25
side	25
side, corner lot	25
Maximum Building Height (feet)	35
Maximum Building Coverage (%)	40

9. The requirements specific to PUD districts, outlined in Section 415.060 and Section 470.050 of the Unified Development Code (UDC), have been complied with. An adequate circulation system is provided; a traffic study was completed in 2020; there are adequate public services to serve the development; and buffering will be provided along Lucy Webb Road as part of the site plan approval process.
10. Due to the nature of the rezoning request being limited to an age-restricted community, the preliminary plan was not submitted to the administration of the Raymore-Peculiar School District for review.

11. The applicant constructed a facility called The Meadows of Perryville that has similar architectural style to the proposed buildings in Raymore:





12. The rezoning request, including the preliminary plan, was submitted to the South Metropolitan Fire Protection District. Comments provided by the District have been incorporated into the submitted preliminary plan.
13. The Good Ranch Master Development Agreement, approved by the City in 2014, establishes the requirements for stream buffer protection and stormwater management for any development upon the subject property. The agreement is binding upon the current land owner and any successors. The proposed preliminary plan complies with the development agreement.
14. The Preliminary Plan proposes the extension of Prairie Grass Drive west of Dean Avenue. The proposed extension will align with the existing Prairie Grass Drive in the Meadowood Subdivision.
15. Amenities provided as part of the PUD request are:
 - a. 1,572 square foot community building
 - b. Common area tracts for residents use
16. A five-foot sidewalk connection between the proposed development and Dean Avenue is included on the Preliminary Plan.
17. The Good Ranch Memorandum of Understanding established the requirements for park land dedication for any development within The Good Ranch. The park land dedication requirement for the proposed subdivision is met through the dedication of the identified tracts on the land use plan reserved for open space and parkland.

There is a 137 acre tract of land south of North Cass Parkway and east of Brook Parkway that is reserved for open space and a future park.

18. A Memorandum of Understanding has been prepared for the subdivision. The MOU outlines the requirements and responsibilities of the City and of the developer. The MOU outlines the timing for construction of all public improvements and amenities.

ENGINEERING DIVISION RECOMMENDATION

See attached memorandum.

STAFF PROPOSED FINDINGS OF FACT

Under 470.020 (G) (1) the Planning and Zoning Commission and City Council is directed to make findings of fact taking into consideration the following:

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

The Growth Management Plan identifies this property as appropriate for commercial development. With detached single-family development to the east and land area zoned for detached single-family to the north; and due to the distance from major highway access to the Interstate at 58 Highway and at North Cass Parkway, staff believes the land is not Tier 1 commercial property and the potential for commercial development on the 8 acre parcel is very limited.

The use of the 8 acre property for senior housing is consistent with the existing land use to the east and future land use to the north.

Strategy 3.2.4 of the City Strategic Plan outlines the goal of providing quality, diverse housing options that meet the needs of our current and future community. The demand for senior housing units is high as reflected in the long waiting lists for current housing in the City. The change in land use and zoning on this portion of undesirable commercial zoned land helps the City to meet the needs of the community while preserving the optimal commercial land area on the southern half of Tract 1 in The Good Ranch.

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

The purpose of the PUD zoning is to allow flexibility in design in exchange for open space, amenities and design excellence. The preliminary plan accomplishes this by providing appropriate amenities and open space for the residents.

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

The property totals 8 acres with approximately 61% of the site being dedicated to open space. The amenities are centrally located in an open space area as well as designated common areas for resident use.

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

The Memorandum of Understanding outlines the maintenance of all common open spaces, helping to make sure that the space is preserved and well-kept.

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

The development is required to be a 55+ age-restricted senior housing community. The common open space provided is distributed evenly throughout the development. The open space provided exceeds the required amount.

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

The layout and density of the proposed development lessens the previously accounted for traffic onto both Lucy Webb Road and Dean Avenue, providing better control of vehicular traffic. Access to the site is limited by requiring the extension of Prairie Grass Drive to the site. There is an existing water main and sanitary sewer connection to serve the development.

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

The physical character of the area in which the property is located is currently undeveloped land that slopes from the Interstate highway east to Dean Avenue. There is a significant grade change on the property that makes development of the land a challenge. Development of the property will allow for adequate stormwater control measures to be introduced to reduce any overland flow of water that currently exists. The proposed 1-story buildings are consistent with the low-density development to the east and northeast.

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

Any potential adverse impact has been mitigated. The City has limited access to Lucy Webb Road and Dean Avenue by allowing access only to the extension of Prairie Grass Drive. Development of the site will require stormwater to be controlled and treated, thus reducing the amount of water that currently flows towards Dean Avenue. A senior

housing facility will have minimal noise impact compared to most commercial uses that are currently allowed on the property.

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

The purpose of the PUD zoning is to allow flexibility in design in exchange for open space, amenities and design excellence. The PUD zoning designation allows the development to be limited to an age-restricted facility, thus eliminating the unknown of future land use under conventional zoning district designations.

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

The Memorandum of Understanding acts to outline the development of the property, ensuring that infrastructure, amenities and land use are completed and maintained according to an agreed upon schedule that prioritizes the necessary infrastructure, amenities and open space throughout construction.

REVIEW OF INFORMATION AND SCHEDULE

<u>Action</u>	<u>Planning Commission</u>	<u>City Council 1st</u>	<u>City Council 2nd</u>
Public Hearing	August 17, 2021	September 13, 2021	September 27, 2021

STAFF RECOMMENDATION

City staff recommends the Planning and Zoning Commission accept the staff proposed findings of fact and forward case #21023, rezoning of the existing “C-2” General Commercial District to “PUD” Planned Unit Development District for the 8 acre property to be known as Ridgeview Estates, to City Council with a recommendation of approval.

PLANNING AND ZONING COMMISSION RECOMMENDATION

The Planning and Zoning Commission, at its August 17, 2021 meeting, voted 8-0 to accept the staff proposed findings of fact and forward case #21023, rezoning of the existing “C-2” General Commercial District to “PUD” Planned Unit Development District for the 8 acre property to be known as Ridgeview Estates, to City Council with a recommendation of approval subject to the condition that the MOU be amended to add the restriction that all residents must be 55 or older.

Memorandum

TO: Jim Cadoret, Director of Development Services
FROM: Michael Krass, Director of Public Works and Engineering
DATE: August 11, 2021
RE: Ridgeview Estates PUD and Preliminary Plan

Transportation System

The site is located in the southwest quadrant of the Dean Avenue / Lucy Webb Road Intersection. Dean Avenue is classified as a minor arterial and Lucy Webb Road is classified as a major collector. Both of these roads have adequate capacity to serve this development as well as future development of the surrounding area.

Access to the site will be provided by the extension of Prairie Grass Lane westerly from Dean Avenue. There will be no direct access to Lucy Webb Road.

Utility Service

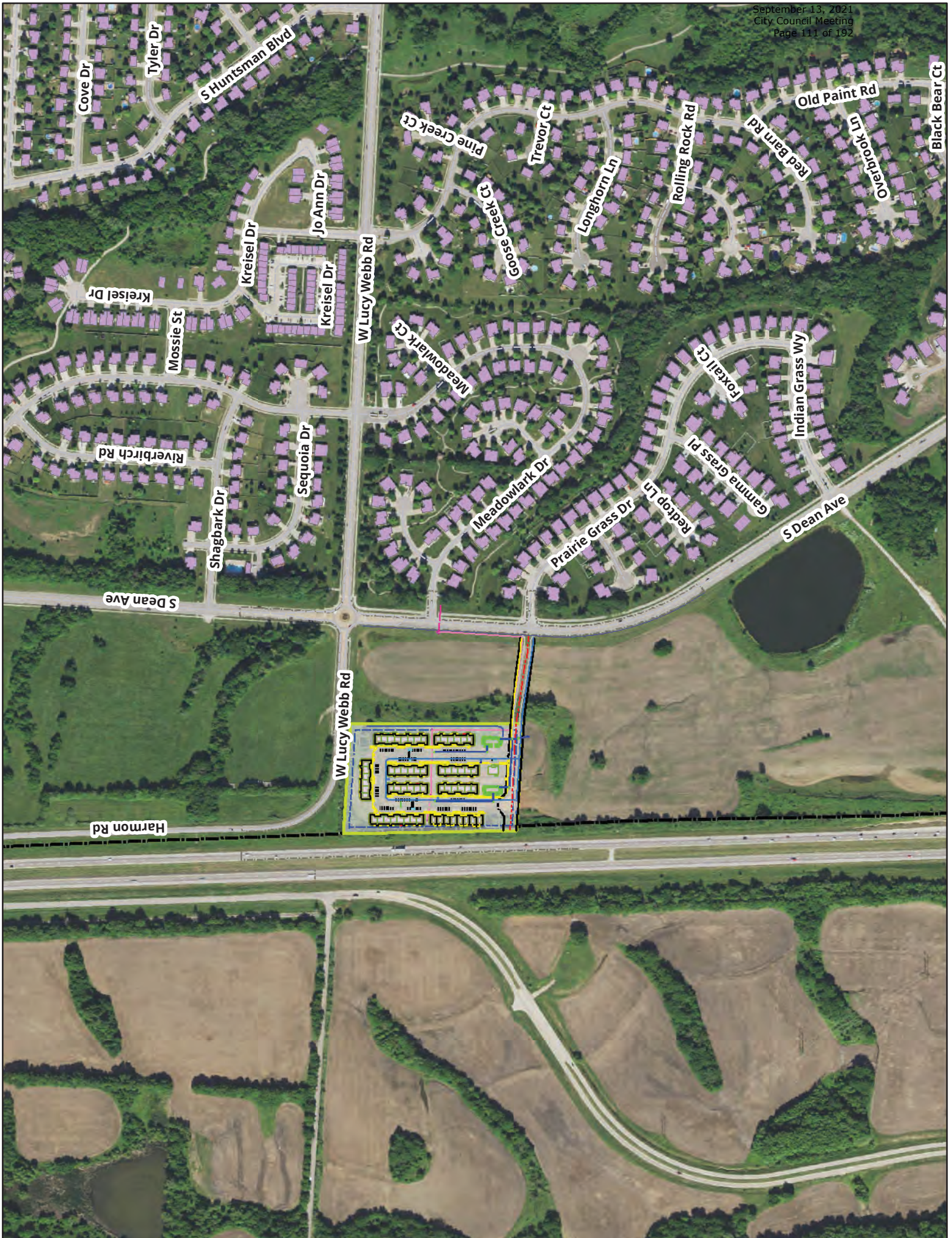
Sewer and water service will be provided by extending the existing facilities westerly from Dean Avenue to the proposed site. These facilities have adequate capacity to serve the site.

Stormwater Control

Runoff will be controlled by the existing detention pond located south of the proposed development on the west side of Dean Avenue.

Conclusion

The Public Works Department has determined that the existing facilities are adequate to support this development as well as future development of the surrounding area.



Cove Dr

Tyler Dr

S Huntsman Blvd

Kreisel Dr

Mossie St

Riverbirch Rd

S Dean Ave

Harmon Rd

Kreisel Dr

Shagbark Dr

Sequoia Dr

W Lucy Webb Rd

W Lucy Webb Rd

Meadowark Ct

Meadowark Dr

Prairie Grass Dr

Pine Creek Ct

Goose Creek Ct

Trevor Ct

Longhorn Ln

Rolling Rock Rd

Red Barn Rd

Old Paint Rd

Overlook Ln

Black Bear Ct

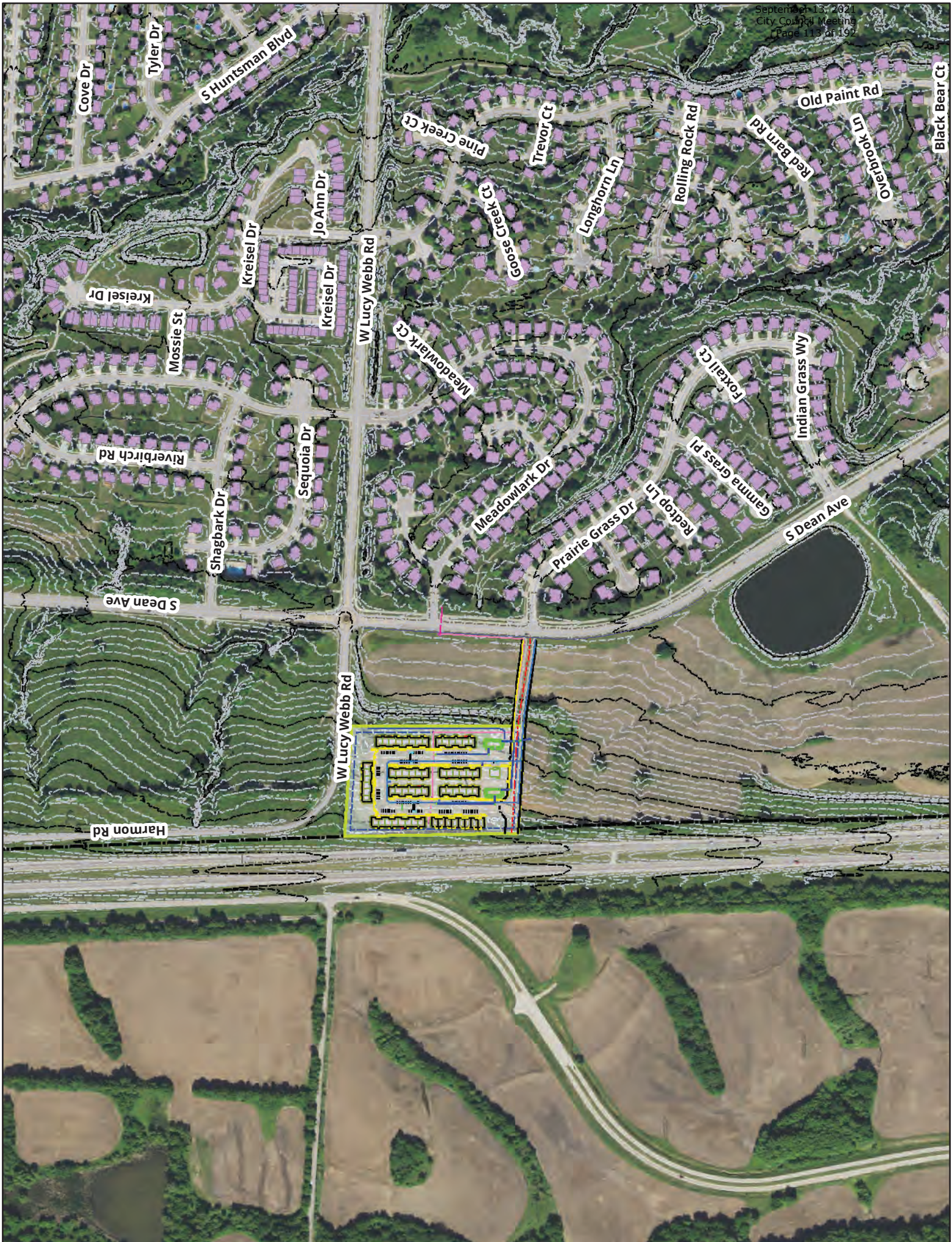
Foxall Ct

Gamma Grass Pl

Indian Grass Wy

S Dean Ave





Cove Dr

Tyler Dr

S Huntsman Blvd

Pine Creek Ct

Trevor Ct

Longhorn Ln

Rolling Rock Rd

Old Paint Rd

Black Bear Ct

Kreisel Dr

Kreisel Dr

Jo Ann Dr

Kreisel Dr

W Lucy Webb Rd

Meadowlark Ct

Meadowlark Dr

Prairie Grass Dr

Redtop Ln

Foxfall Ct

Gamma Grass Pl

Indian Grass Wy

Riverbirch Rd

Shagbark Dr

Sequoia Dr

S Dean Ave

W Lucy Webb Rd

Harmon Rd

S Dean Ave



***Memorandum of Understanding
for
Ridgeview Estates***

Legal Description Contained on Page 2

**Between MACO Development Company, LLC.,
Grantor,**

and

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

September 27, 2021

MEMORANDUM OF UNDERSTANDING
Ridgeview Estates

THIS MEMORANDUM OF UNDERSTANDING ("MOU") FOR THE DEVELOPMENT OF THE RIDGEVIEW ESTATES SUBDIVISION is made and entered into this 27th day of September 2021, by and between MACO Development Company, LLC.. ("Sub-Divider") also being referred to herein as "Grantors"; and the City of Raymore, Missouri, a Municipal Corporation and Charter City under the laws of the State of Missouri ("City").

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

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

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

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

GEOGRAPHIC LOCATION:

The provisions of this MOU shall apply to the following described property:

A TRACT OF LAND LOCATED IN THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 46 NORTH, RANGE 32 WEST, RAYMORE, CASS COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF SAID SECTION 19, AND THE EASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 71; THENCE FROM THE POINT OF BEGINNING AND WITH THE NORTH LINE OF SAID SECTION S 86°32'30"E, 472.05 FEET; THENCE LEAVING SAID NORTH LINE AND ON A LINE PARALLEL TO THE EASTERLY RIGHT OF WAY OF SAID U.S. HIGHWAY 71, S 1°52'35"E, 741.00 FEET; THENCE ON A LINE PARALLEL TO THE NORTH LINE OF SAID SECTION, N 86°32'30"W, 472.05 FEET TO THE EASTERLY RIGHT OF WAY LINE OF SAID U.S. HIGHWAY 71; THENCE WITH SAID EASTERLY RIGHT OF WAY LINE, N 1°52'35"W, 741.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 8.00 ACRES.

PRELIMINARY DEVELOPMENT PLAN

1. Sub-Divider intends to develop the entire property as a Master Planned Attached Age-Restricted Community in the manner shown on the PUD Preliminary Development Plan, attached and incorporated herein as Exhibit A.

The Ridgeview Estates
Memorandum of Understanding

2. Zoning and Land Use

- a. The zoning for the entire Property shall be "PUD" Planned Unit Development District.
- b. Land Use
 1. Attached Single Family Dwellings, as defined by Section 485.010 of the Unified Development Code shall be permitted on all lots, subject to compliance with any special conditions.
 2. Accessory uses, including swimming pools, community clubhouses, playgrounds or other passive/active recreation items shall be permitted within common or open space areas.

3. Bulk and Dimensional Standards Table:

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

Minimum Lot Area	340,000 sq. ft.
Minimum Lot Width	100 feet
Minimum Lot Depth	100 feet
Minimum Front Yard	25 feet
Minimum Rear Yard	25 feet
Minimum Side Yard	25 feet
Minimum Side Yard, exterior	25 feet
Maximum Building Height	35 feet
Maximum Building Coverage	40%

4. Common Open Space and Amenities

- a. Common open space and subdivision amenities shall be provided in accordance with the approved Preliminary Development Plan.
- b. The following amenities are provided in the Preliminary Development Plan:
 - i. Clubhouse

- ii. Common Areas
- iii. Internal Sidewalks
- iv. Stormwater control/treatment basins

c. A minimum of 20% of the overall development shall be provided in the form of common open space.

5. Landscaping & Screening

- a. Landscaped buffers shall be provided in the common area along Lucy Webb Road.
- b. Two yard trees shall be provided for each building in the front yard of each building.
- c. One yard tree shall be provided for the community building in the front yard area of the building.
- d. All required landscaping shall comply with Chapter 430 of the Unified Development Code. No details as to plant location, type or size are required as part of the Preliminary Development Plan.
- e. A landscape plan for the common area tracts shall be submitted with the application for site plan approval for the development.
- e. All required buffer landscaping shall be installed prior to the issuance of any Certificate of Occupancy for the northernmost building parallel to Lucy Webb Road.

6. Parking

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

Use	Minimum Parking Spaces Required
Attached Single-Family Dwelling	1.5 spaces per dwelling unit

b. Off-street parking shall be provided in front of the community building as follows:

Use	Minimum Parking Spaces Required
Community Building	3 spaces, two of which must be ADA accessible, and one of the two ADA spaces marked as van accessible only

7. Building Design

- a. The preliminary building elevation for the residential buildings, attached as Exhibit B, and the community building, attached as Exhibit C, shall be utilized for building construction.
- b. The exterior of residential buildings shall be constructed of brick. Gable roof sections can utilize siding material.
- c. Residential dwelling units and the community building shall have centralized cooling systems utilized. No window air-conditioning units are allowed.

FINAL PLAT

1. Sub-Divider must submit a final plat for the lot and required right-of-way for Prairie Grass Drive.
2. Each final plat must comply with the bulk and dimensional standards included in this MOU.
3. Final plats shall be submitted in accordance with the Unified Development Code.
4. A final plat application shall be submitted within one year of the date of approval of the Preliminary Development Plan or the Preliminary Development Plan becomes null and void.

TRANSPORTATION IMPROVEMENTS

1. Road Improvements

- a. Prairie Grass Drive shall be constructed as a collector road with a sixty-foot (60') right-of-way.
- b. A cul-de-sac shall be installed on the western end of Prairie Grass Drive.
- c. Prairie Grass Drive is allowed to be constructed with interim improvements. Curbs will not be required on the southern end of the pavement as part of this subdivision.

2. Pedestrian Improvements

- a. A five-foot (5') sidewalk is required along the north side of Prairie Grass Drive. The sidewalk shall be constructed prior to the issuance of any Certificate of Occupancy for the development.
- b. Internal sidewalks serving the development shall be completed coincident with the issuance of Certificates of Occupancy for the buildings served by the sidewalk.

3. Streetlights

- a. A street light plan for Prairie Grass Drive shall be submitted by the Sub-Divider as part of the public infrastructure plans for the final plat.
- b. All streetlights in the final plat shall be fully operational prior to City Council acceptance of the public improvements for the final plat.

SANITARY SEWER IMPROVEMENTS

1. Sanitary sewer service shall be provided to each building and to the community building by the Sub-Divider. A sanitary sewer line shall extend to the exterior perimeter property line of the development to provide service to adjacent properties.
2. All public improvements shall be installed in accordance with City standards. Before the installation of any sanitary sewer system improvements, the Sub-Divider shall have the engineering plans approved by the MoDNR and the City of Raymore.
3. The sanitary sewer shall be of sufficient size and depth to serve the tributary area identified in the City's Comprehensive Sewer Plan.
4. The Sub-Divider agrees to pay any applicable sewer connection fees and rate charges.
5. All improvements must be approved by the City, constructed to City standards, and inspected by the City; and the Sub-Divider agrees to dedicate easements to the City in compliance with City standards for utility easements.

WATER MAIN IMPROVEMENTS

1. The development is located within the territorial area of the City of Raymore and shall be served by the City.
2. All improvements to the water service system shall comply with the requirements of the City of Raymore and with the requirements of the South Metropolitan Fire Protection District.

STORMWATER IMPROVEMENTS

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

STREAM ASSESSMENT

1. The Good Ranch Master Development Agreement, dated October 14, 2014, is applicable to the development.
2. The placement of the water quality basins and on-site stormwater management system is satisfactory to comply with the requirements of the stream assessment completed as part of the Master Development Agreement. The water quality basins and BMPs shall be completed prior to the issuance of any Certificate of Occupancy for the development.

OPEN SPACE AND AMENITIES

1. Private open space and amenities shall be provided in accordance with the approved Preliminary Development Plan. All privately owned open space, common areas, or amenities shall be constructed and maintained by the Sub-Divider.
2. The following amenities were provided in the Preliminary Development Plan:
 - a. Clubhouse
 - b. Common Areas
 - c. Internal Sidewalks
 - d. Stormwater control/treatment basins
3. Prior to the full build-out of the subdivision, all amenities shown on the Preliminary Development Plan shall be constructed. Throughout the development process, amenities shall be constructed in accordance with the following phasing schedule:
 - a. **Clubhouse** - Shall be constructed prior to the issuance of a Certificate of Occupancy for the third residential building constructed.
 - b. **Internal Sidewalks** - Shall be constructed prior to the issuance of a Certificate of Occupancy for the building being served by the sidewalk.
 - c. **Stormwater control/treatment basins** - Shall be constructed with the public improvements for the subdivision.

SIGNAGE

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

SOUTH METROPOLITAN FIRE PROTECTION DISTRICT

1. All requirements of the Fire Code adopted by the South Metropolitan Fire Protection District shall be complied with.
2. An emergency access road, minimum width of twenty feet (20') wide capable of supporting the weight of the fire apparatus (details provided by the District) shall be provided in accordance with the preliminary plan. A gate with a knox box shall be provided.

STREET NAMES AND ADDRESSING

1. The City Addressing and Street Naming Policy shall be followed for the assignment of any street name on a final plat and for the assignment of addresses issued for all buildings in the subdivision. The City is solely responsible for the final designation of street names and addresses.
2. The street names included on the Preliminary Plan have been approved by the City.

INSTALLATION AND MAINTENANCE OF PUBLIC IMPROVEMENTS

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

FEES, BONDS AND INSURANCE

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

GENERAL PROVISIONS

1. The parties agree that execution of this agreement in no way constitutes a waiver of any requirements of applicable City ordinances with which Sub-Divider must comply and does not in any way constitute prior approval of any future proposal for development.
2. The covenants contained herein shall run with the land described in this agreement and shall be binding and inure to the benefit of the parties hereto and their successors or assigns and on any future and subsequent purchasers of the property.
3. This agreement shall constitute the complete agreement between the parties and any modification hereof shall be in writing, subject to the approval of the parties.
4. If, at any time, any part hereof has been breached by Sub-Divider, the City may withhold approval of any or all building permits, or suspend or revoke any issued permits, applied for in the development, until the breach or breaches has or have been cured to the satisfaction of the City.
5. This agreement shall be recorded by the City and its covenants shall run with the land and shall bind the parties, their successors and assigns, in interest and title.

6. Any provision of this agreement which is not enforceable according to law will be severed heretofore and the remaining provisions shall be enforced to the fullest extent permitted by law. The terms of this agreement shall be construed and interpreted according to the laws of the State of Missouri. Venue for any dispute arising from, or interpretation of this agreement shall be in the Circuit Court of Cass County, Missouri.
7. The undersigned represent that they each have the authority and capacity from the respective parties to execute this Agreement. This Agreement shall not be effective until approved by ordinance duly enacted by the City Council of the City of Raymore, Missouri.
8. Whenever in this agreement it shall be required or permitted that notice or demand be given or served by either party to this agreement to or on the other party, such notice or demand shall be delivered personally or mailed by First Class United States mail to the addresses hereinafter set forth. Such notice or demand shall be deemed timely given when delivered personally or when deposited in the mail in accordance with the above.

If to the City, at:

City Manager
100 Municipal Circle
Raymore, MO 64083

If to MACO Development Company. at:

Jason Maddox
111 North Main
Clarkton, MO 63837

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

(SEAL)

THE CITY OF RAYMORE, MISSOURI

Jim Feuerborn, City Manager

Attest:

Erica Hill, City Clerk

Sub-Divider – Signature

Jason Maddox
Printed Name

Sub-Divider – Signature

Printed Name

Subscribed and sworn to me on this
the 9 day of September 2021
in the County of Dunklin,
State of Missouri.

Stamp:



Notary Public: Deanna Earnheart

My Commission Expires: 05/29/2022

EXHIBIT B



6-PLEX BUILDING ELEVATION
(4 & 8 - PLEX SIMILAR)

JUNE 2021

JUNE 2021

EXHIBIT C



COMMUNITY BUILDING ELEVATION



MACO
DEVELOPMENT
COMPANY, LLC

RIDGEVIEW ESTATES

Raymote, Missouri



Wallace
ARCHITECTS
Raymote, Missouri

Planning and Zoning Commission Meeting Minutes Excerpt August 17, 2021

7. New Business -

a. Case # 21023: Rezoning C-2 to PUD - Southwest corner near Dean Avenue and Lucy Webb Road - Ridgeview Estates (*public hearing*)

Chairman Wiggins opened the public hearing at 7:02pm.

Jason Maddox with MACO Development Company, 111 N Main St., Clarkton MO 63837, came to the podium to request the rezoning of this property from C-2 to PUD, as well as request approval for the preliminary plan. Mr. Maddox highlighted that the rezoning would apply to about 8 acres just south of Lucy Webb Road and Dean Avenue to allow for the development and construction of 60 affordable, senior multi-family housing units, to be known as Ridgeview Estates. Mr. Maddox stated that there was a voluntary neighborhood meeting with good feedback and support, as well as the Good Neighbor meeting that the city requires. There has been discussion about how the development would be accessed, and because the City will not allow access from Lucy Webb Road, so it has been determined that the best way to access the development is to extend Prairie Grass Drive to the west into the development. The development would be marketed exclusively to seniors that are 55 and older. Mr. Maddox highlighted the amenities each apartment would include, and described the large community building that would be there for the residents to use that would house a gym and kitchen facilities. The rent is estimated at \$600 per month, and some of the apartments would rent out at \$480. The residents will be responsible for electricity, but the property covers water, sewer, and trash. Mr. Maddox covered the income restrictions for the residents, with a 2 person household allowing up to \$41,000 of household income to qualify for this development, and a single resident is allowed up to \$36,000 in household income. Mr. Maddox stated that there is a very high demand for similar developments previously completed by the developer.

Commissioner Urquilla asked Mr. Maddox if lawn care is provided?

Mr. Maddox commented that yes, lawn care and all maintenance is included in the rent.

Mayor Turnbow asked if the development is income adjusted on the rent? Is this LIHTC (Low Income Housing Tax Credit) housing?

Mr. Maddox replied that yes, this is a LIHTC development, the rents are 60% and 50%, and assured the Commission that this is not Section 8 housing.

Mayor Turnbow asked Mr. Maddox to explain how the funding through the state of Missouri would work?

Mr. Maddox explained that if approved for rezoning, the developers would move forward with an application to the Missouri Housing Development Commission. Based on the other applicants from the state of Missouri, there will be a hearing on October 8th to determine which projects will be selected for funding.

Mayor Turnbow asked Mr. Maddox if they were previously approved for a project in Raymore that was not started behind Price Chopper?

Mr. Maddox mentioned that the developers have not been approved for a different project in Raymore. The project was approved through the City of Raymore, but the project was not granted funding through the state, so the project did not go through.

Mayor Turnbow asked Mr. Maddox to clarify if the project is approved by the state, they will build, and if it is not approved, they will not build.

Mr. Maddox stated that yes, that is correct.

Commissioner Bowie asked Mr. Maddox if they would wait on applying for state funding again until after the case has been heard by the City Council? There is one more step with the City of Raymore before the development can be approved by the state for funding.

Mr. Maddox replied that yes, that is correct.

Development Services Director Jim Cadoret presented the staff report. Mr. Cadoret highlighted that this is a request to reclassify the zoning of 8 acres from "C-2" General Commercial District to "PUD" Planned Unit Development District. The property elevation is higher than Dean Avenue that runs to the east of the property, and has a significant slope from Highway 49 that runs to the west of the property. Surrounding zoning includes R-1P to the north and east, C-2 to the south, and the City of Belton is to the west. The Thoroughfare Plan Map classifies Dean Avenue as a Minor Arterial and Lucy Webb Road as a Major Collector, and the land is designated as appropriate for Commercial Use according to the Future Land Use Map of the Growth Management Plan. Prairie Grass Drive will be extended for access to the proposed development, and will eventually be classified as a Collector road. Mr. Cadoret stated that the reclassification of the PUD property requires the concurrent submission of a preliminary plan, as well as a public hearing, and 7 items were listed into record. The area to be rezoned is part of Tract 1 of The Good Ranch Master Planned Community that was approved by the City Council in 1994, and the current "C-2" zoning designation was established in July 2002. There were approximately 100 residents at the informal meeting held on July 8, 2021, and 6 residents attended the required Good Neighbor meeting on July 28, 2021. This property is part of Tract 1 of The Good Ranch, which was proposed to be a commercial development. There have been changes to the master plan to lower the density that would be allowed on the west side. Over the past 20 years, there have been several conversations between the developers of The Good Ranch and City Staff on allowing residential development on the northern end of Tract 1 in-lieu-of commercial development. Tract 1 consists of 143 acres of commercial zoned land, and the southern half of the property has been deemed a prime location for a regional commercial center due to the proximity to the North Cass Interchange on Interstate 49. Residential density is needed to support the commercial development. Any modifications to the preliminary plan would require approval from the City Council. The only use for the land that is being submitted is single family, age restricted, one-story garden style apartment buildings according to the PUD and Memorandum of Understanding (MOU). A traffic study was completed in 2020 and was found to have adequate public services to serve the development. The rezoning request and preliminary plan have been submitted to the South Metro Fire District, and a second access to the development has been requested. There will be a restricted access fire lane road off of Lucy Webb Road which will be gated to allow access. The preliminary plan complies with the 2014 Good Ranch Master Development Agreement for stream buffer protection and stormwater management for the development. There will be a sidewalk connection between the proposed development and Dean Avenue. Park land dedication in any residential development in The Good Ranch has already been addressed, and park land has already been dedicated.

Commissioner Bowie asked for clarification on how the slope of the land will be addressed. What measures will be taken to keep the noise from the Interstate down from the development?

Mr. Cadoret responded that there is a 50' drop from the Interstate to the east edge of the proposed development (Dean Avenue). There will have to be site grading done as a part

of the development. Mr. Maddox stated that there will be a noise study completed and will be used to determine the noise mitigation required, through landscaping or different windows, etc.

Mayor Turnbow commented that the approval of this development will eliminate the possibility of extending the outer road south to North Cass Parkway.

Director of Public Works Mike Krass responded that in discussions with the developers, it was determined that the extension of the outer road would not allow for the level of flexibility that the developers wanted for the development.

No public spoke on the application.

Chairman Wiggins closed the public hearing at 7:29pm, and opened the meeting for Commission member comments and questions.

Commissioner Faulkner mentioned that it is not stated in the MOU for the development that this will be a 55+ community, and asked where the legal description is in the documents specifically stating the 55+ age restriction.

Mr. Maddox commented that he did not see the language in the MOU stating the age restriction, but is willing to include that statement in the MOU. There will be land use restriction agreements that will state the 55+ age restriction as well. City Attorney Jonathan Zerr mentioned that the recommendation may include an additional condition that the MOU be amended on page 3, section 2.B.1 to add additional language to the end of the sentence reading "...including, but not limited to, the age restriction of 55+ resident owners."

Chairman Wiggins asked if the statement should include the exclusion of children in the development?

Mayor Turnbow replied that through the state application for the LIHTC approval, there are restrictions and oversight that would require the policing of the 55+ policy. Mr. Maddox stated that the application will state that all members of the household must be 55 years of age or older.

Mr. Zerr asked Mr. Maddox if the addition of the 55+ statement to the MOU was acceptable to the applicant?

Mr. Maddox confirmed that it is acceptable.

Chairman Wiggins asked Mr. Cadoret if the development to the north, Greenway Villas, is an age restricted development, and what is the current occupation rate for that development? Have there been any issues or concerns associated with the development? Would it make any difference to make the rezoning contingent on whether or not the developers get the approval from the state?

Mr. Cadoret responded that it is an age restricted community, and that it is not 100% full, and has at least 1 unit available, but is full otherwise. When the subdivision came forward, it was proposed as mixed-use residential, including duplexes, detached single-family, and the garden style apartments. Any other developer who would come in would have to develop the property as a PUD for 55+ residents, garden style apartments. The developer would have to come before the Planning Commission to get the zoning changed. Rezoning is not done conditionally or contingently, it is either all in or not at all. Mr. Zerr mentioned that unless a potential new developer would want to build exactly the same thing as is being proposed with the same restrictions, they would have to come before the Planning Commission either way.

Commissioner Bowie asked if the garden-style property in LeMor Estates is income restricted?

Mr. Cadoret responded that no, the apartments at Greenway Villas are market price.

Mr. Zerr reminded the Commission that the request before them is for a rezoning, and this is not an application for MHDC (Missouri Housing Development Commission), and to keep in mind if this is the highest and best use for the property.

Commissioner Faulkner asked for clarification on the addition to clause 2.B.1 in regards to children?

Chairman Wiggins responded that all residents must be 55+, additionally because the property would be subject to various state oversights which would fulfil the clause about the children.

Motion by Commissioner Faulkner, Seconded by Commissioner Fizer, to accept staff proposed findings of fact and forward case #21023, rezoning of the existing “C-2” General Commercial District to “PUD” Planned Unit Development District for the 8 acre property to be known as Ridgeview Estates, with an added condition in the MOU at clause 2.B.1, to City Council with a recommendation of approval.

Vote on Motion:

Chairman Wiggins	Aye
Commissioner Faulkner	Aye
Commissioner Bowie	Aye
Commissioner Fizer	Aye
Commissioner Engert	Aye
Commissioner Petermann	Aye
Commissioner Urquilla	Aye
Commissioner Mansur	Absent
Mayor Turnbow	Aye

Motion passed to approve the case 8-0-0.



Jim Cadoret <jcadoret@raymore.com>

Dean drive zoning

1 message

Sonya Gillespie <shagnola@sbcglobal.net>
To: jcadoret@raymore.com

Tue, Jul 20, 2021 at 7:31 AM

We are homeowners in Meadowood and understand there is an effort in place to change zoning in our area between Lucy Webb and Cass parkway for "retirement" housing. We are against this zoning change in our area and do not feel this type of property would be detrimental to our community and home values.

Sonya Cox
Wallace Cox Jr

Sent from my iPhone



Jim Cadoret <jcadoret@raymore.com>

Ridgeview Estates Comments

1 message

Michelle Rose <michelle-a-rose@att.net>
Reply-To: Michelle Rose <michelle-a-rose@att.net>
To: "jcadoret@raymore.com" <jcadoret@raymore.com>

Mon, Jul 26, 2021 at 4:16 PM

Mr. Cadoret,

Thank you for speaking on the phone with me. I would like to express my thoughts online since I cannot make the good neighbor meeting for Ridgeview Estates.

I am opposed to developing this piece of property because of flooding and storm water concerns long with noise from HWY49/71. I live near this property and drive by there regularly. It floods easily and often. The property holds water due to the nature of the soils and the runoff from the highway. You can see ruts from the farm equipment now. Adding more impervious surfaces will require extensive engineering and green infrastructure to offset the the increased runoff. We are further East in Eagle Glen and can hear the highway noise easily. I think the road noise would be a deterrent to prospective buyers. I believe it is best to maintain the property for agricultural use or convert it for storm water management infrastructure.

Thank you,
Michelle

Michelle Rose
919-624-4407

"the Lord God then took the man and settled him in the garden of Eden to cultivate and care for it." Gen 2:15

From: Dorian Sugar <doriansugar@yahoo.com>
To: rtownsend@raymore.com <rtownsend@raymore.com>
Cc: Dorian Sugar <doriansugar@yahoo.com>
Sent: Tuesday, August 3, 2021, 01:06:35 PM CDT
Subject: Discussion of Ridgeview Estates located off of Dean and Lucy Webb

August 3, 2021

To: Council Reginald Townsend

RE: City of Raymore Development – Ridgeview Estates

Dear Councilman Townsend:

I attended the Good Neighbor meeting recently about the reclassifying the zoning of 8 acres located on the south side of Lucy Webb Road west of Dean Avenue from C-2 General Commercial to PUD (Planned Unit Development District) to allow for the development of Ridgeview Estates, a 60-unit age restricted gardens style residential community.

I am not in opposition of this reclassification. **I would like the city to consider also rezoning the area directly to the east of this property under consideration to be rezoned in the same manner.** It was my understanding at the Good Neighbor that the developer or the owner would like to consider adding an additional project of age restricted garden style residential units in this area adjacent to Lucy Webb and Dean directly on the southwest corner of Dean and Lucy Webb. As a resident in Ward 1 who lives off of Dean Avenue I would rather see age restricted garden style units even if they are income restricted rather than commercial properties in this area. By commercial properties I would prefer this not be a commercial mall or a place of fast food restaurants, banks or dental offices. If a medical park would be built that would be a different discussion.

Thank you for your service on the Raymore City Council. I hope that you can bring this idea forward when appropriate for the city to hold further discussions.

Kind Regards,

Dorian Sugar

1807 Prairie Grass Drive

Raymore, MO. 64083

816-674-9384

doriansugar@yahoo.com



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: Sept. 13, 2021

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 3651: Termination of the Park Side Subdivision Memorandum of Understanding

STRATEGIC PLAN GOAL/STRATEGY

FINANCIAL IMPACT

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

PROJECT TIMELINE

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

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

At its December 14, 2020 meeting, City Council entered into a Memorandum of Understanding (MOU) with Joe Duffey, representing Park Side LLC, regarding the proposed Park Side Subdivision. Park Side LLC is no longer affiliated with the Park Side Subdivision and the MOU should be terminated.

Bill 3651 authorizes the mutual termination of the MOU. Park Side LLC. is in agreement with the termination of the MOU. A new MOU with the new ownership group, containing the same terms and conditions as the existing MOU, is submitted concurrent with this termination.

BILL 3651

ORDINANCE

“AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO TAKE ALL NECESSARY STEPS REQUIRED TO TERMINATE AND REMOVE AS AN ENCUMBRANCE ON THE PUBLIC RECORD THE MEMORANDUM OF UNDERSTANDING FOR PARK SIDE SUBDIVISION AS ENTERED INTO BETWEEN THE CITY AND PARK SIDE LLC”

WHEREAS, the City and Park Side LLC did enter into a Memorandum of Understanding for Park Side Subdivision (“MOU”) establishing certain development criteria, obligations, responsibilities and conditions for the development of certain real property (“Property”) within the City of Raymore, Cass County, Missouri; and

WHEREAS, the MOU was entered into as of December 14, 2020, and thereafter recorded in the Office of the Recorder of Deeds for Cass County, Missouri on December 16, 2020 as Instrument No. 680044 in Book 4607 at Page 16; and

WHEREAS, Park Side LLC, is no longer seeking to develop the Property; and

WHEREAS, a new development entity has acquired ownership of the Property and is seeking to develop the same under alternative plans, designs, engineering and plats; and

WHEREAS, it is necessary to remove any encumbrance of the development criteria, obligations, responsibilities and conditions for the development of the Property that may conflict for the new development entity; and

WHEREAS, the MOU provides in pertinent part as follows under Section 3 of its “General Provisions”:

“This agreement shall constitute the complete agreement between the parties and any modification hereof shall be in writing, subject to the approval of the parties.”

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

Section 1. Authorizing Mutual Termination of the MOU. The City Manager is hereby directed and authorized to seek a mutual termination of the MOU from Park Side LLC pursuant to Section 3 of the MOU, and to take all necessary and reasonable steps necessary to create a public record of such mutual termination thereby removing said MOU as an encumbrance on the public record.

Section 2. Authorizing Unilateral Termination of MOU. Should the City Manager be unable to obtain voluntary compliance with Park Side LLC to mutually terminate the MOU within thirty (30) days after delivery of notice and request for the same to Park Side LLC, the City Manager is hereby directed and authorized to take all necessary and reasonable steps necessary to record a termination of the MOU with the Cass County Recorder of Deeds, without the inclusion of Park Side LLC thereby removing said MOU as an encumbrance on the public record.

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 portion thereof.

DULY READ THE FIRST TIME THIS 13TH DAY OF SEPTEMBER, 2021.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 27TH DAY OF SEPTEMBER, 2021, BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Barber
Councilmember Berendzen
Councilmember Burke III
Councilmember Circo
Councilmember Holman
Councilmember Townsend
Councilmember Wills-Scherzer

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature

I, Joe Duffey or his legal representative, am in agreement to terminate the Memorandum of Understanding for Park Side Subdivision and the Reimbursement Agreement for design work for Sunset Lane/163rd Street.

Signed: Joe A. Duffey

Date: 9/9/21



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: Sept. 13, 2021

SUBMITTED BY: Jim Cadoret

DEPARTMENT: Development Services

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

TITLE / ISSUE / REQUEST

Bill 3652: Park Side Subdivision Memorandum of Understanding

STRATEGIC PLAN GOAL/STRATEGY

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

FINANCIAL IMPACT

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

PROJECT TIMELINE

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

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

Memorandum of Understanding

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

Dan Carr, representing Triangle 2, LLC and Triangle 4, LLC, has purchased the 155 acres comprising the Park Side Subdivision, located south of 163rd Street and west of North Madison Street, and desires to proceed with the approval process for the subdivision. A Memorandum of Understanding (MOU) reflecting the new property ownership has been prepared that mirrors the initial MOU prepared for the subdivision.

BILL 3652

ORDINANCE

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO A MEMORANDUM OF UNDERSTANDING FOR THE PARK SIDE SUBDIVISION."

WHEREAS, the Preliminary Plat and Memorandum of Understanding (MOU) for the Park Side Subdivision were initially approved by the Raymore City Council on December 14, 2020; and

WHEREAS, Triangle 2, LLC. and Triangle 4, LLC, secured ownership of the property on July 1, 2021 and desire to proceed with the development of the subdivision under the terms and conditions of the initial MOU; and

WHEREAS, the terms and conditions of the MOU remain unchanged from the initial MOU established with Park Side LLC.

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

Section 1. The City Manager is hereby directed and authorized to enter into the Park Side Memorandum of Understanding, attached hereto as Exhibit A, with Triangle 2, LLC and Triangle 4, LLC.

Section 2. Upon approval of the Memorandum of Understanding, the City Manager is directed to execute the recording of the document with the Cass County Recorder's Office.

Section 3. 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 13TH DAY OF SEPTEMBER, 2021.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 27TH DAY OF SEPTEMBER, 2021, BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Barber
Councilmember Berendzen
Councilmember Burke III
Councilmember Circo
Councilmember Holman
Councilmember Townsend
Councilmember Wills-Scherzer

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature



Memorandum of Understanding
for
Park Side Subdivision

Legal Description Contained on Pages 2-3

**Between Triangle 2, LLC and Triangle 4, LLC,
Grantor,**

and

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

September 27, 2021

MEMORANDUM OF UNDERSTANDING
Park Side Subdivision

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) FOR THE DEVELOPMENT OF THE PARK SIDE SUBDIVISION is made and entered into this **27th** day of **September, 2021**, by and between Triangle 2, LLC and Triangle 4, LLC (“Sub-Divider”) also being referred to herein as “Grantors”; and the City of Raymore, Missouri, a Municipal Corporation and Charter City under the laws of the State of Missouri (“City”).

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

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

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

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

GEOGRAPHIC LOCATION:

The provisions of this MOU shall apply to the following described property:

A parcel of land being a portion of the North Half of the Northwest Quarter and the North Half of the Northeast Quarter of Section 9, Township 46 North, Range 32 West and the Southeast Quarter of the Southeast Quarter of Section 4, Township 46 North, Range 32 West, City of Raymore, Cass County, Missouri, and described as follows:

Beginning at the Northeast corner of the North Half of said Northeast Quarter; thence South 02°22'28" West along the East line of said North Half, a distance of 949.00 feet to a point 381.53 feet north of the Southeast corner thereof; thence North 88°00'05" West and parallel with the South line of said North Half, a distance of 1144.58 feet; thence South 02°22'28" West and parallel with the East line of North Half, a distance of 381.53 feet to a point on the South line of said North Half; thence North 88°00'05" West along said South line, a distance of 317.99 feet; thence westerly along the North line of a tract of land described in Deed Book 2200,

Page 29 of the records of said Cass County, for the following eight courses; thence North 87°39'04" West a distance of 185.30 feet; thence North 62°25'53" West, a distance of 25.69 feet; thence South 79°08'01" West, a distance of 51.75 feet; thence North 87°52'55" West, a distance of 35.11 feet; thence North 87°33'49" West, a distance of 104.30 feet; thence North 88°09'41" West, a distance of 233.17 feet; thence North 87°33'01" West, a distance of 206.12 feet; thence North 88°14'12" West, a distance of 216.85 feet to a point on the West line of said North Half; thence South 02°28'00" West along said West line, a distance of 1.65 feet to the Southwest corner thereof; thence North 87°58'12" West along the South line of the North Half of said Northwest Quarter, a distance of 2528.26 feet to the Southwest corner thereof; thence North 03°04'04" East along the West line of said North Half, a distance of 1319.59 feet to the Northwest corner thereof; thence South 88°08'18" East along the North line of said North Half, a distance of 2514.48 feet to the Northeast corner thereof; thence South 88°05'04" East along the North line of the North Half of said Northeast Quarter, a distance of 1257.40 feet to the Southwest corner of the Southeast Quarter of the Southeast Quarter of said Section 4; thence North 02°29'05" East, along the West line of said Southeast Quarter of the Southeast Quarter, a distance of 800.55 feet to a point on a line being 528.00 feet south of a parallel with the North line of said Southeast Quarter of the Southeast Quarter; thence South 88°02'15" East and parallel with said North line, a distance of 336.71 feet; thence South 02°29'42" West and parallel with the East line of said Southeast Quarter of the Southeast Quarter, a distance of 521.23 feet; thence South 88°05'22" East, on a line 279.00 feet north of and parallel with the South line of said Southeast Quarter of the Southeast Quarter, a distance of 920.96 feet to a point on the East line of said Southeast Quarter of the Southeast Quarter; thence South 02°29'42" West, along said East line, a distance of 279.01 feet to the Point of Beginning. Said parcel is subject to road right of ways of record and contains 6,766,544 square feet or 155.339 acres, more or less, inclusive of said right of ways.

PRELIMINARY DEVELOPMENT PLAN

1. Sub-Divider intends to develop the entire property as a Master Planned Detached Single Family Community in the manner shown on the Preliminary Plat, attached and incorporated herein as Exhibit A.
2. **Zoning and Land Use**
 - a. The zoning for the entire Property is "R-1P" Single-Family Residential Planned District.
 - b. Land Use
 1. Detached Single Family Dwellings, as defined by Section 485.010 of the Unified Development Code shall be permitted on all lots, subject to compliance with any special conditions.
 2. Accessory uses, including community swimming pools, community clubhouses, playgrounds or other passive/active recreation items are permitted within common or open space areas.

3. Bulk and Dimensional Standards Table:

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

Minimum Lot Area	6,000 sq. ft.
Minimum Lot Width	50 feet
Minimum Lot Depth	100 feet
Minimum Front Yard	25 feet
Minimum Rear Yard	25 feet
Minimum Rear Yard for lots adjacent to stream buffer	20 feet
Minimum Side Yard	7 feet
Minimum Side Yard Corner Lot	10 feet
Maximum Building Coverage	45%
Maximum Building Height	35 feet

4. Landscaping & Screening

- a. A 30-foot landscape buffer within a common area tract(s) shall be provided along 163rd Street and along North Madison Street.
- b. A landscape plan shall be provided as part of the final plat submittal for each phase of the subdivision that is adjacent to 163rd Street or North Madison Street.
- c. The landscaping within the 30-foot landscape buffer shall be installed prior to the issuance of any Certificate of Occupancy for any home in the subdivision phase where the landscape buffer is required.
- d. One yard tree shall be provided in the front yard for each dwelling unit. Corner lots shall be provided with one tree in each front yard.
- d. All required landscaping shall comply with Chapter 430 of the Unified Development Code.
- e. All required landscaping shall be installed prior to the issuance of any Certificate of Occupancy for the applicable building.

5. Parking

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

Use	Minimum Parking Spaces Required
Detached Single-Family Dwelling	2 spaces per dwelling unit

b. Off-street parking shall be provided for the swimming pool/clubhouse amenity.

PHASING SCHEDULE

1. The Preliminary Plat is being approved with a defined phasing plan.
2. The Sub-Divider may amend the size of phases submitted for final plat approval in accordance with Section 470.130E of the Unified Development Code.
3. The Sub-Divider may amend the order in which phases are proposed to be developed.
4. The Sub-Divider shall submit final plats in accordance with the phasing schedule approved with the Preliminary Plat.

FINAL PLATS

1. Sub-Divider may submit final plats and associated construction drawings to the City in phases.
2. Each final plat must comply with the bulk and dimensional standards included in this MOU.
3. Final plats shall be submitted in accordance with the Unified Development Code.
4. A final plat application shall be submitted within one year of the date of approval of the Preliminary Plat or the Preliminary Plat becomes null and void.

TRANSPORTATION IMPROVEMENTS

1. Road Improvements

- a. 163rd Street shall be constructed as a Collector Roadway with an eighty-foot (80') right-of-way. Any portion of 163rd Street that is located within the property owned by Cooper Land Development that is required to be improved to provide access to the Park Side Subdivision, but is not constructed at the time the street is necessary to provide access to the Park Side Subdivision, shall be constructed by the Sub-Divider at the Sub-Divider's expense. The City will assist in securing the necessary right-of-way that is needed.
- b. 163rd Street shall be constructed by the Sub-Divider for its entire length through the subdivision (to the west property line of land area identified on the Preliminary Plat as the Park).
- c. North Sunset Lane shall be constructed as a Collector Roadway with a sixty-foot (60') right-of-way.
- d. North Sunset Lane shall be constructed by the Sub-Divider for its entire length through the subdivision, subject to the provisions of subsections f, g, and h.
- e. The Sub-Divider agrees to dedicate the right-of-way, and any necessary construction easements, necessary for the construction of North Sunset Lane at no cost to the City.
- f. North Sunset Lane, and the connection of North Sunset Lane to the existing improved portion of 163rd Street, is included as a project in the City of Raymore General Obligation Bond Issue that was approved by the voters on August 4, 2020. The City intends to construct North Sunset Lane through the subdivision, including the connection of North Sunset Lane to the existing improved portion of 163rd Street. Timing of construction of the road is dependent upon acquisition of the necessary right-of-way and the completion of road construction plans, anticipated to be completed in 2021.
- g. If the Sub-Divider desires to commence construction of a phase of the subdivision that requires access off of North Sunset Lane prior to the City completion of the roadway as part of the G.O. Bond Issue, then the Sub-Divider may commence construction of the road. A reimbursement agreement will be prepared between the

Sub-Divider and the City to allow the Sub-Divider to be reimbursed for the costs associated with the road construction.

- h. If the City constructs North Sunset Lane, and the connection of North Sunset Lane to the existing improved portion of 163rd Street, then the Sub-Divider is relieved of any responsibility to construct the road segments and is not required to pay for any portion of the road construction. The Sub-Divider retains responsibility for construction of the trail segment on the west side of North Sunset Lane.
- i. All other proposed roads within the subdivision shall be constructed as local roads with a fifty foot (50') right-of-way.
- j. The internal roadways serving the development shall be built to City standards to be accepted by the City. Once the roadways are accepted, the City will assume maintenance responsibilities of the roadways.
- k. Turn lanes or other road improvements to North Madison Street shall be determined at the time of construction of the 163rd Street connection to North Madison and/or at the time a final plat for the subdivision phase adjacent to North Madison Street is proposed.

2. Pedestrian Improvements

- a. A ten foot (10') trail along the north side of 163rd Street shall be constructed at the time 163rd Street is extended through the subdivision to connect with North Madison Street.
- b. A ten foot (10') trail shall be constructed on the west side of North Madison Street the entire length of the subdivision at the time the adjacent subdivision phase is constructed.
- c. A ten foot (10') trail shall be constructed on the west side of North Sunset Lane at the time North Sunset Lane is constructed within the subdivision. A five foot (5') sidewalk is required on the east side of North Sunset Lane.
- d. A five foot (5') sidewalk is required on all lots and common areas within the subdivision. Sidewalks in common areas shall be constructed at the time public improvements are installed for the applicable phase of development.

- e. Sidewalks on residential lots shall be constructed prior to the issuance of a Certificate of Occupancy for the home.
- f. No sidewalk or trail is required along the south side of 163rd Street.

SANITARY SEWER IMPROVEMENTS

1. Sanitary sewer service shall be provided to each lot by the Sub-Divider.
2. All public improvements shall be installed in accordance with City standards. Before the installation of any sanitary sewer system improvements, the Sub-Divider shall have the engineering plans approved by the MoDNR and the City of Raymore.
3. The sanitary sewer shall be of sufficient size and depth to serve the tributary area identified in the City's Comprehensive Sewer Plan.
4. The Sub-Divider agrees to pay any applicable sewer connection fees and rate charges.
5. All improvements must be approved by the City, constructed to City standards, and inspected by the City; and Sub-Divider agrees to dedicate easements to the City in compliance with City standards for utility easements.

WATER MAIN IMPROVEMENTS

1. The development is located within the territorial area of the City of Raymore.
2. All improvements to the water service system shall comply with the requirements of the City of Raymore and with the requirements of the South Metropolitan Fire Protection District.

STORMWATER IMPROVEMENTS

1. On-site stormwater management shall be completed in accordance with the stormwater management study approved as part of the Preliminary Plat.

2. A final stormwater management plan is required to be submitted at the time building construction plans are submitted for all the land area contained within the final plat.
3. Stormwater management infrastructure shall be installed and operational prior to the issuance of a Certificate of Occupancy for any applicable or affected building.
4. Storm Water Quality BMPs shall be incorporated into the stormwater management plan in accordance with Chapter 450 of the Unified Development Code.
5. A Stormwater Maintenance Agreement shall be submitted addressing the perpetual maintenance of all stormwater management infrastructure.

PARKLAND DEDICATION

1. Based upon 320 dwelling units, a total of 17.16 acres of park land is required to be dedicated.
2. The Sub-Divider is providing park land dedication in the amount of 10.62 acres. This land dedication consists of all property within the subdivision that is north of 163rd Street. Actual size of the tract is 13 acres, minus the land area required to be dedicated to the City for right-of-way for 163rd Street and for North Madison Street.
3. The 10.62 acres of land shall be dedicated to the City concurrent with the recording of the first final plat that contains lots platted for residential homes.
4. The 10.62 acre tract of land, and the right-of-way for 163rd Street and for North Madison Street shall be contained within a final plat submitted concurrently with the first final plat that contains lots platted for residential homes.
5. The City accepts fee-in-lieu of parkland dedication for the remaining land required to be dedicated to the City. Based upon the purchase price of the property by the Sub-Divider, the fee-in-lieu to be paid to the City shall be One-Hundred Three Thousand and Two-Hundred Dollars (\$103,200.00).
6. The fee-in-lieu shall be paid at the time of recording of each final plat that contains lots platted for residential homes as follows:

Amount to be paid = \$322.50 per lot

OPEN SPACE AND AMENITIES

1. Common open space and subdivision amenities shall be provided in accordance with the approved Preliminary Plat. All privately owned open space, common area, or amenity shall be constructed and maintained by the Sub-Divider.
2. The following amenities are provided on the Preliminary Plat:
 - a. Pool, Clubhouse
 - b. Common Area Tracts
3. A minimum of 20% of the overall development shall be provided in the form of common open space.
4. Amenity Phasing Schedule:
 - a. **Pool and Clubhouse** - Shall be constructed prior to the acceptance of public improvements for Phase 3.

SIGNAGE

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

FLOODPLAIN

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

- c. work necessary for installation of utilities.

INSTALLATION AND MAINTENANCE OF PUBLIC IMPROVEMENTS

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

FEES, BONDS AND INSURANCE

1. The Sub-Divider agrees to pay to the City, a one percent (1%) Plan Review Fee and five percent (5%) Construction Inspection Fee based on the contract development costs of all public improvements as shown on approved engineering plans of said subdivision. The City Engineer shall review and determine the reasonableness of all costs, as presented.

2. The Sub-Divider agrees to install streetlights in accordance with the approved street light plan. Once streetlights are accepted by the City as part of infrastructure acceptance the City will assume maintenance responsibility for the lights.
3. The Sub-Divider agrees to pay to the City, a \$9 per acre fee for the placement and maintenance of outdoor warning sirens.
4. Per Ordinance #20004, the license (excise) tax for building contractors will be charged at the time of building permits at the applicable rate at the time each building permit application is approved.

GENERAL PROVISIONS

1. The parties agree that execution of this agreement in no way constitutes a waiver of any requirements of applicable City ordinances with which Sub-Divider must comply and does not in any way constitute prior approval of any future proposal for development.
2. The covenants contained herein shall run with the land described in this agreement and shall be binding and inure to the benefit of the parties hereto and their successors or assigns and on any future and subsequent purchasers of the property.
3. This agreement shall constitute the complete agreement between the parties and any modification hereof shall be in writing, subject to the approval of the parties.
4. If, at any time, any part hereof has been breached by Sub-Divider, the City may withhold approval of any or all building permits, or suspend or revoke any issued permits, applied for in the development, until the breach or breaches has or have been cured to the satisfaction of the City.
5. This agreement shall be recorded by the City and its covenants shall run with the land and shall bind the parties, their successors and assigns, in interest and title.
6. Any provision of this agreement which is not enforceable according to law will be severed heretofore and the remaining provisions shall be enforced to the fullest extent permitted by law. The terms of this agreement shall be construed and interpreted according to the laws of the State of Missouri. Venue for any dispute arising from, or interpretation of this agreement shall be in the Circuit Court of Cass County, Missouri.

7. The undersigned represent that they each have the authority and capacity from the respective parties to execute this Agreement. This Agreement shall not be effective until approved by the City Council of the City of Raymore, Missouri.

8. Whenever in this agreement it shall be required or permitted that notice or demand be given or served by either party to this agreement to or on the other party, such notice or demand shall be delivered personally or mailed by First Class United States mail to the addresses hereinafter set forth. Such notice or demand shall be deemed timely given when delivered personally or when deposited in the mail in accordance with the above.

If to the City, at:

City Manager
100 Municipal Circle
Raymore, MO 64083

If to Triangle 2, LLC and Triangle 4, LLC
at:

Triangle 2, LLC & Triangle 4, LLC
Attn: Dan Carr
4706 Broadway Suite 240
Kansas City, MO 64112-1910

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

(SEAL)

THE CITY OF RAYMORE, MISSOURI

Jim Feuerborn, City Manager

Attest:

Erica Hill, City Clerk

Daniel Carr

Sub-Divider – Signature

Dan Carr

Printed Name

Sub-Divider – Signature

Printed Name

Subscribed and sworn to me on this
the 8th day of September 2021
in the County of Jackson,
State of Missouri.

Stamp:



KRISTI STUEDLE
My Commission Expires
November 4, 2021
Clay County
Commission #13473833

Notary Public: Kristi Stuedle My Commission Expires: 11/4/21

EXHIBIT A

PARK SIDE PRELIMINARY PLAT
RAYMORE, CASS COUNTY MISSOURI

DEVELOPER:
PARK SIDE LLC
JOE H. DUFFY
1088 N. 5TH ST
RAYMORE, MO 64083

STREET	LENGTH	WIDTH	AREA
18" WATER MAIN	100.00	18"	1.76
24" WATER MAIN	100.00	24"	2.37
36" WATER MAIN	100.00	36"	3.53
48" WATER MAIN	100.00	48"	4.70
60" WATER MAIN	100.00	60"	5.87
72" WATER MAIN	100.00	72"	7.04
84" WATER MAIN	100.00	84"	8.20
96" WATER MAIN	100.00	96"	9.37
108" WATER MAIN	100.00	108"	10.54
120" WATER MAIN	100.00	120"	11.70
144" WATER MAIN	100.00	144"	14.52
168" WATER MAIN	100.00	168"	17.34
192" WATER MAIN	100.00	192"	20.16
216" WATER MAIN	100.00	216"	22.98
240" WATER MAIN	100.00	240"	25.80
264" WATER MAIN	100.00	264"	28.62
288" WATER MAIN	100.00	288"	31.44
312" WATER MAIN	100.00	312"	34.26
336" WATER MAIN	100.00	336"	37.08
360" WATER MAIN	100.00	360"	39.90
384" WATER MAIN	100.00	384"	42.72
408" WATER MAIN	100.00	408"	45.54
432" WATER MAIN	100.00	432"	48.36
456" WATER MAIN	100.00	456"	51.18
480" WATER MAIN	100.00	480"	54.00
504" WATER MAIN	100.00	504"	56.82
528" WATER MAIN	100.00	528"	59.64
552" WATER MAIN	100.00	552"	62.46
576" WATER MAIN	100.00	576"	65.28
600" WATER MAIN	100.00	600"	68.10
624" WATER MAIN	100.00	624"	70.92
648" WATER MAIN	100.00	648"	73.74
672" WATER MAIN	100.00	672"	76.56
696" WATER MAIN	100.00	696"	79.38
720" WATER MAIN	100.00	720"	82.20
744" WATER MAIN	100.00	744"	85.02
768" WATER MAIN	100.00	768"	87.84
792" WATER MAIN	100.00	792"	90.66
816" WATER MAIN	100.00	816"	93.48
840" WATER MAIN	100.00	840"	96.30
864" WATER MAIN	100.00	864"	99.12
888" WATER MAIN	100.00	888"	101.94
912" WATER MAIN	100.00	912"	104.76
936" WATER MAIN	100.00	936"	107.58
960" WATER MAIN	100.00	960"	110.40
984" WATER MAIN	100.00	984"	113.22
1008" WATER MAIN	100.00	1008"	116.04
1032" WATER MAIN	100.00	1032"	118.86
1056" WATER MAIN	100.00	1056"	121.68
1080" WATER MAIN	100.00	1080"	124.50
1104" WATER MAIN	100.00	1104"	127.32
1128" WATER MAIN	100.00	1128"	130.14
1152" WATER MAIN	100.00	1152"	132.96
1176" WATER MAIN	100.00	1176"	135.78
1200" WATER MAIN	100.00	1200"	138.60
1224" WATER MAIN	100.00	1224"	141.42
1248" WATER MAIN	100.00	1248"	144.24
1272" WATER MAIN	100.00	1272"	147.06
1296" WATER MAIN	100.00	1296"	149.88
1320" WATER MAIN	100.00	1320"	152.70
1344" WATER MAIN	100.00	1344"	155.52
1368" WATER MAIN	100.00	1368"	158.34
1392" WATER MAIN	100.00	1392"	161.16
1416" WATER MAIN	100.00	1416"	163.98
1440" WATER MAIN	100.00	1440"	166.80
1464" WATER MAIN	100.00	1464"	169.62
1488" WATER MAIN	100.00	1488"	172.44
1512" WATER MAIN	100.00	1512"	175.26
1536" WATER MAIN	100.00	1536"	178.08
1560" WATER MAIN	100.00	1560"	180.90
1584" WATER MAIN	100.00	1584"	183.72
1608" WATER MAIN	100.00	1608"	186.54
1632" WATER MAIN	100.00	1632"	189.36
1656" WATER MAIN	100.00	1656"	192.18
1680" WATER MAIN	100.00	1680"	195.00
1704" WATER MAIN	100.00	1704"	197.82
1728" WATER MAIN	100.00	1728"	200.64
1752" WATER MAIN	100.00	1752"	203.46
1776" WATER MAIN	100.00	1776"	206.28
1800" WATER MAIN	100.00	1800"	209.10
1824" WATER MAIN	100.00	1824"	211.92
1848" WATER MAIN	100.00	1848"	214.74
1872" WATER MAIN	100.00	1872"	217.56
1896" WATER MAIN	100.00	1896"	220.38
1920" WATER MAIN	100.00	1920"	223.20
1944" WATER MAIN	100.00	1944"	226.02
1968" WATER MAIN	100.00	1968"	228.84
1992" WATER MAIN	100.00	1992"	231.66
2016" WATER MAIN	100.00	2016"	234.48
2040" WATER MAIN	100.00	2040"	237.30
2064" WATER MAIN	100.00	2064"	240.12
2088" WATER MAIN	100.00	2088"	242.94
2112" WATER MAIN	100.00	2112"	245.76
2136" WATER MAIN	100.00	2136"	248.58
2160" WATER MAIN	100.00	2160"	251.40
2184" WATER MAIN	100.00	2184"	254.22
2208" WATER MAIN	100.00	2208"	257.04
2232" WATER MAIN	100.00	2232"	259.86
2256" WATER MAIN	100.00	2256"	262.68
2280" WATER MAIN	100.00	2280"	265.50
2304" WATER MAIN	100.00	2304"	268.32
2328" WATER MAIN	100.00	2328"	271.14
2352" WATER MAIN	100.00	2352"	273.96
2376" WATER MAIN	100.00	2376"	276.78
2400" WATER MAIN	100.00	2400"	279.60
2424" WATER MAIN	100.00	2424"	282.42
2448" WATER MAIN	100.00	2448"	285.24
2472" WATER MAIN	100.00	2472"	288.06
2496" WATER MAIN	100.00	2496"	290.88
2520" WATER MAIN	100.00	2520"	293.70
2544" WATER MAIN	100.00	2544"	296.52
2568" WATER MAIN	100.00	2568"	299.34
2592" WATER MAIN	100.00	2592"	302.16
2616" WATER MAIN	100.00	2616"	304.98
2640" WATER MAIN	100.00	2640"	307.80
2664" WATER MAIN	100.00	2664"	310.62
2688" WATER MAIN	100.00	2688"	313.44
2712" WATER MAIN	100.00	2712"	316.26
2736" WATER MAIN	100.00	2736"	319.08
2760" WATER MAIN	100.00	2760"	321.90
2784" WATER MAIN	100.00	2784"	324.72
2808" WATER MAIN	100.00	2808"	327.54
2832" WATER MAIN	100.00	2832"	330.36
2856" WATER MAIN	100.00	2856"	333.18
2880" WATER MAIN	100.00	2880"	336.00
2904" WATER MAIN	100.00	2904"	338.82
2928" WATER MAIN	100.00	2928"	341.64
2952" WATER MAIN	100.00	2952"	344.46
2976" WATER MAIN	100.00	2976"	347.28
3000" WATER MAIN	100.00	3000"	350.10
3024" WATER MAIN	100.00	3024"	352.92
3048" WATER MAIN	100.00	3048"	355.74
3072" WATER MAIN	100.00	3072"	358.56
3096" WATER MAIN	100.00	3096"	361.38
3120" WATER MAIN	100.00	3120"	364.20
3144" WATER MAIN	100.00	3144"	367.02
3168" WATER MAIN	100.00	3168"	369.84
3192" WATER MAIN	100.00	3192"	372.66
3216" WATER MAIN	100.00	3216"	375.48
3240" WATER MAIN	100.00	3240"	378.30
3264" WATER MAIN	100.00	3264"	381.12
3288" WATER MAIN	100.00	3288"	383.94
3312" WATER MAIN	100.00	3312"	386.76
3336" WATER MAIN	100.00	3336"	389.58
3360" WATER MAIN	100.00	3360"	392.40
3384" WATER MAIN	100.00	3384"	395.22
3408" WATER MAIN	100.00	3408"	398.04
3432" WATER MAIN	100.00	3432"	400.86
3456" WATER MAIN	100.00	3456"	403.68
3480" WATER MAIN	100.00	3480"	406.50
3504" WATER MAIN	100.00	3504"	409.32
3528" WATER MAIN	100.00	3528"	412.14
3552" WATER MAIN	100.00	3552"	414.96
3576" WATER MAIN	100.00	3576"	417.78
3600" WATER MAIN	100.00	3600"	420.60
3624" WATER MAIN	100.00	3624"	423.42
3648" WATER MAIN	100.00	3648"	426.24
3672" WATER MAIN	100.00	3672"	429.06
3696" WATER MAIN	100.00	3696"	431.88
3720" WATER MAIN	100.00	3720"	434.70
3744" WATER MAIN	100.00	3744"	437.52
3768" WATER MAIN	100.00	3768"	440.34
3792" WATER MAIN	100.00	3792"	443.16
3816" WATER MAIN	100.00	3816"	445.98
3840" WATER MAIN	100.00	3840"	448.80
3864" WATER MAIN	100.00	3864"	451.62
3888" WATER MAIN	100.00	3888"	454.44
3912" WATER MAIN	100.00	3912"	457.26
3936" WATER MAIN	100.00	3936"	460.08
3960" WATER MAIN	100.00	3960"	462.90
3984" WATER MAIN	100.00	3984"	465.72
4008" WATER MAIN	100.00	4008"	468.54
4032" WATER MAIN	100.00	4032"	471.36
4056" WATER MAIN	100.00	4056"	474.18
4080" WATER MAIN	100.00	4080"	477.00
4104" WATER MAIN	100.00	4104"	479.82
4128" WATER MAIN	100.00	4128"	482.64
4152" WATER MAIN	100.00	4152"	485.46
4176" WATER MAIN	100.00	4176"	488.28
4200" WATER MAIN	100.00	4200"	491.10
4224" WATER MAIN	100.00	4224"	493.92
4248" WATER MAIN	100.00	4248"	496.74
4272" WATER MAIN	100.00	4272"	499.56
4296" WATER MAIN	100.00	4296"	502.38
4320" WATER MAIN	100.00	4320"	505.20
4344" WATER MAIN	100.00	4344"	508.02
4368" WATER MAIN	100.00	4368"	510.84
4392" WATER MAIN	100.00	4392"	513.66
4416" WATER MAIN	100.00	4416"	516.48
4440" WATER MAIN	100.00	4440"	519.30
4464" WATER MAIN	100.00	4464"	522.12
4488" WATER MAIN	100.00	4488"	524.94
4512" WATER MAIN	100.00	4512"	527.76
4536" WATER MAIN	100.00	4536"	530.58
4560" WATER MAIN	100.00	4560"	533.40
4584" WATER MAIN	100.00	4584"	536.22
4608" WATER MAIN	100.00	4608"	539.04
4632" WATER MAIN	100.00	4632"	541.86
4656" WATER MAIN	100.00	4656"	544.68
4680" WATER MAIN	100.00	4680"	547.50
4704" WATER MAIN	100.00	4704"	550.32
4728" WATER MAIN	100.00	4728"	553.14
4752" WATER MAIN	100.00	4752"	555.96
4776" WATER MAIN	100.00	4776"	558.78
4800" WATER MAIN	100.00	4800"	561.60
4824" WATER MAIN	100.00	4824"	564.42
4848" WATER MAIN	100.00	4848"	567.24
4872" WATER MAIN	100.00	4872"	570.06
4896" WATER MAIN	100.00	4896"	572.88
4920" WATER MAIN	100.00	4920"	575.70
4944" WATER MAIN	100.00	4944"	578.52
4968" WATER MAIN	100.00	4968"	581.34
4992" WATER MAIN	100.00	4992"	584.16
5016" WATER MAIN	100.00	5016"	586.98
5040" WATER MAIN	100.00	5040"	589.80
5064" WATER MAIN	100.00	5064"	592.62
5088" WATER MAIN	100.00	5088"	595.44
5112" WATER MAIN	100.00	5112"	598.26
5136" WATER MAIN	100.00	5136"	601.08
5160" WATER MAIN	100.00	5160"	603.90
5184" WATER MAIN	100.00	5184"	606.72
5208" WATER MAIN	100.00	5208"	609.54
5232" WATER MAIN	100.00	5232"	612.36
5256" WATER MAIN	100.00	5256"	615.18
5280" WATER MAIN	100.00	5280"	618.00
5304" WATER MAIN	100.00		



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: Sept. 13, 2021

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 3653: Termination of the Sunset Lane Design Reimbursement Agreement

STRATEGIC PLAN GOAL/STRATEGY

FINANCIAL IMPACT

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

PROJECT TIMELINE

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

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

At its April 26, 2021 meeting, City Council entered into a Reimbursement Agreement with Joe Duffey, representing Park Side LLC, regarding the design of the proposed extension of Sunset Lane and 163rd Street through the Park Side Subdivision. Park Side LLC is no longer affiliated with the Park Side Subdivision and the reimbursement agreement should be terminated.

Bill 3653 authorizes the mutual termination of the Design Reimbursement Agreement. Park Side LLC. is in agreement with the termination of the agreement. A new reimbursement agreement with the new ownership group, containing the same terms and conditions as the existing reimbursement agreement, is submitted concurrent with this termination.

BILL 3653

ORDINANCE

“AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO NOTIFY PARK SIDE LLC OF BREACH AND TO TAKE ALL NECESSARY STEPS REQUIRED TO EITHER SATISFY ANY REIMBURSEMENT REQUIREMENTS AND/OR TERMINATE THE REIMBURSEMENT AGREEMENT ENTERED INTO BETWEEN THE CITY AND PARK SIDE LLC”

WHEREAS, the 2020 General Obligation Bond Issue included funding for the extension of Sunset Lane from its current terminus in the Raymore Market Center Subdivision north to its intersection with the future extension of 163rd street, and the extension of 163rd Street from its current termination in the Westbrook at Creekmoor 15th Plat east to its intersection with the extension of Sunset Lane; and

WHEREAS, Park Side LLC desired to design and construct the portion of Sunset Lane and 163rd Street that was within and contemplated adjacent Park Side subdivision in advance of the City design and construction schedule; and

WHEREAS, the City and Park Side LLC did enter into a Reimbursement Agreement pursuant to Ordinance 2021-017 to reimburse Park Side LLC from funds acquired as part of the 2020 General Obligation Bond Issue; and

WHEREAS, Park Side LLC, (a) is not the developer within and adjacent to the contemplated Park Side subdivision, (b) has not submitted lien waivers confirming payment in full for reimbursable costs associated with the engineering plans, and (c) is no longer seeking to acquire ownership of the property adjacent to, and within, which the Sunset Lane and 163rd Street extensions will be constructed.

WHEREAS, Section Q of the Reimbursement Agreement provides in pertinent part as follows:

“Default and Remedies. If any party shall be in default or breach of any provision of this Agreement, the other party may terminate this Agreement, suspend its performance and invoke any other legal or equitable remedy after giving the other party written notice and thirty (30) days to correct such default or breach.”

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

Section 1. Authorizing Delivery of a Notice of Default. The City Manager is hereby directed and authorized to notify Park Side LLC of its breach pursuant to Section Q of the Reimbursement Agreement through its failure to submit lien waivers confirming payment in full for all reimbursable costs associated with the completion of the engineering plans and corresponding requests for reimbursement.

Section 2. Authorizing Termination of Reimbursement Agreement. The City Manager is thereafter directed and authorized to either satisfy any compliant reimbursement request and/or thereafter proceed to terminate the Reimbursement Agreement thirty (30) days after delivery of the notice pursuant to Section Q of the Reimbursement Agreement if Park Side LLC does not submit the required lien waivers and requests for reimbursement.

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 portion thereof.

DULY READ THE FIRST TIME THIS 13TH DAY OF SEPTEMBER, 2021.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 27TH DAY OF SEPTEMBER, 2021, BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Barber
Councilmember Berendzen
Councilmember Burke III
Councilmember Circo
Councilmember Holman
Councilmember Townsend
Councilmember Wills-Scherzer

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature

I, Joe Duffey or his legal representative, am in agreement to terminate the Memorandum of Understanding for Park Side Subdivision and the Reimbursement Agreement for design work for Sunset Lane/163rd Street.

Signed: Joe A. Duffey

Date: 9/9/21



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: Sept. 13, 2021

SUBMITTED BY: Jim Cadoret

DEPARTMENT: Development Services

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

TITLE / ISSUE / REQUEST

Bill 3654: Sunset Lane Extension Design Reimbursement Agreement

STRATEGIC PLAN GOAL/STRATEGY

2.2.2: Create and maintain a well-connected transportation network

FINANCIAL IMPACT

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

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
	November 30, 2021

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

Reimbursement Agreement

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

Dan Carr, representing Triangle 2, LLC and Triangle 4, LLC, has purchased the 155 acres comprising the Park Side Subdivision and desires to proceed with the design process for the extension of Sunset Lane and 163rd Street within the subdivision. A reimbursement agreement has been prepared that mirrors the initial agreement prepared for the project for Park Side LLC.

Triangle 2, LLC and Triangle 4, LLC is requesting a reimbursement agreement to expedite the design, and ultimately the construction, of those portions of the road improvements that are adjacent to, or cross through, the Park Side Subdivision.

BILL 3654

ORDINANCE

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO A STREET DESIGN REIMBURSEMENT AGREEMENT WITH TRIANGLE 2, LLC AND TRIANGLE 4, LLC TO DESIGN A PORTION OF THE EXTENSION OF SUNSET LANE."

WHEREAS, the 2020 General Obligation Bond Issue included funding for the extension of Sunset Lane from its current terminus in the Raymore Market Center Subdivision north to its intersection with the future extension of 163rd Street, and the extension of 163rd Street from its current termination in the Westbrook at Creekmoor 15th Plat east to its intersection with the extension of Sunset Lane; and

WHEREAS, Triangle 2, LLC. and Triangle 4, LLC, desires to design and construct the portion of Sunset Lane and 163rd Street that is within and adjacent to the Park Side subdivision in advance of the City design and construction schedule.

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

Section 1. The City Manager is hereby directed and authorized to enter into the Street Design Reimbursement Agreement, attached hereto as Exhibit A, with Triangle 2, LLC and Triangle 4, LLC.

Section 2. The City Manager is directed to take all steps necessary and appropriate to effectuate the Street Design Reimbursement Agreement and to pay up to, but not exceeding, \$260,601.

Section 3. 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 13TH DAY OF SEPTEMBER, 2021.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 27TH DAY OF SEPTEMBER, 2021, BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Barber
Councilmember Berendzen
Councilmember Burke III
Councilmember Circo
Councilmember Holman
Councilmember Townsend
Councilmember Wills-Scherzer

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature

**SUNSET LANE/163RD STREET EXTENSION DESIGN - PARK SIDE
SUBDIVISION**

REIMBURSEMENT AGREEMENT

THIS REIMBURSEMENT AGREEMENT (this “Agreement”) is made and entered into as of this 27th day of September, 2021 by and between THE CITY OF RAYMORE, a Missouri municipal corporation and constitutional charter city located in Cass County (the “City”) and Triangle 2, LLC and Triangle 4, LLC, having a principal office at 4706 Broadway, Suite 240, Kansas City, Missouri (the “Developer”).

RECITALS

WHEREAS, the City included funding in the voter approved 2020 General Obligation Bond Issue for the extension of Sunset Lane from its current termination in the Raymore Market Center Subdivision north to its intersection with the future extension of 163rd Street, and the extension of 163rd Street from its current termination in the Westbrook at Creekmoor 15th Plat east to its intersection with the extension of Sunset Lane (the “Project”); and

WHEREAS, the Developer owns certain real property (“Property”) identified as the Park Side Subdivision wherein a portion of the Project will be constructed and is interested in developing lots that would be served by the street extensions on the Property from the Project; and

WHEREAS, the City Council consents, subject to the terms, conditions and deadlines identified within this Agreement, to the Developer entering into a contract with Quist Engineering, Inc. (“Engineer”) to provide engineering services including the design and completion of engineering and construction plans (“Engineering Plans”) for the portion of the Project that is located on or directly adjacent to the Property, specifically that portion of Sunset Lane that crosses through the Property, and that portion of 163rd Street that connects the extension of Sunset Lane to the existing terminus of 163rd Street in the Westbrook at Creekmoor 15th Plat (the “Park Side Extensions”); and

WHEREAS, upon timely submission of the Engineering Plans, the City Public Works Director will review all design work and construction documents as reflected in the Engineering Plans to ensure said work on the Park Side Extensions will be completed in accordance with all Codes and Ordinances of the City of Raymore; and

WHEREAS, the City Council deems that it is fair and appropriate that the City reimburse the Developer for costs associated with the Engineering Plans for the Park Side Extensions.

AGREEMENT

NOW, THEREFORE, in consideration of the above premises and the mutual promises and obligations of the parties hereto, each party hereby agrees that the City will reimburse the Developer for the costs of completing the Engineering Plans subject to the terms, conditions, obligations and requirements enumerated herein.

A. Developer Obligations. Reimbursement of the Developer's costs and expenses for the Engineering Plans shall be contingent upon the following:

1. Developer shall enter into an agreement with Quist Engineering, Inc. to complete the Engineering Plans for the Park Side Extensions.

2. Developer shall be obligated to submit the Engineering Plans, including all necessary revisions, to the City Public Works Director for review and approval for the Park Side Extensions by no later than November 30, 2021 ("Submission Deadline").

3. Following approval of the Engineering Plans, the Developer intends to enter into an agreement with a private contractor to construct the Park Side Extensions and seek a reimbursement agreement with the City for construction costs.

4. Developer shall be solely responsible, obligated and liable for any violations of local state and federal laws, ordinances and regulations, including but not limited to prevailing wage requirements, and shall hold City harmless, including payment of any and all attorneys' fees, costs, charges and expenses associated with the defense of claims brought for violations of the foregoing requirements. In no way is this requirement an implication that the City and Developer are acting in a joint venture, joint endeavor or as partners either business or otherwise in the completion of the Engineering Plans, which said joint venture, joint endeavor, or partnership is specifically denied by the parties.

5. Developer shall submit lien waivers to the City Public Works Director confirming payment in full for all reimbursable costs associated with the Engineering Plans with any request for reimbursement.

B. City Obligations. City agrees that for the timely completion of the Engineering Plans, it will provide the following:

1. The City Public Works Director shall review and approve the Engineering Plans in a reasonable and expeditious manner.

2. Reimbursement may be provided after approval of this agreement subject to the following:

(a) The City Public Works Director shall receive any request for reimbursement pursuant to the terms of this Agreement, along with all reasonably requested supporting documentation for the same and shall have thirty (30) days to either approve, approve in part, deny, or deny in part, any portions of such reimbursement request. As to any portion of the requested reimbursement that is approved, the City Public Works Director shall arrange for processing of payment to the Developer. For any portion of the requested reimbursement that is denied, the City Public Works Director shall provide written notice of the same, along with the basis for such denial and the items required to obtain approval for such denied portion of the requested reimbursement.

(b) Reimbursement under this Agreement shall be made in a manner consistent with City policy, and subject to conditions deemed appropriate by the City including the following:

(i) The amount of reimbursement shall be based upon the actual engineering and design costs incurred by the Developer in the completion of the Engineering Plans. Invoices for the work shall be submitted verifying costs incurred and are subject to acceptance by the City Public Works Director.

(ii). Payment for the Engineering Plans in the amount not to exceed Two-Hundred Sixty Thousand, Six-Hundred and One Dollars (\$260,601) will be dispersed on a monthly basis, based on value of work performed.

C. Termination. As the City is currently arranging for completion of the remaining portions of the Project that are not part of the Park Side Extensions, the parties recognize and acknowledge that time is of the essence. Failure to comply with the Submission Deadline shall relieve the City of any further obligations under this agreement and said agreement shall be considered terminated, null and void. The Submission Deadline shall only be extended and/or otherwise amended by mutual agreement of the parties, in writing. Should the Engineering Plans not be completed by the Submission Deadline, the City may discontinue further reimbursement to the Developer under this Agreement and reimburse any costs of the Developer for completion of the Engineering Plans incurred at that time. The Engineer shall provide electronic copies to the City of all work completed on the Engineering Plans.

D. Notices. Any notice, demand, or other communication required by this Agreement to be given by either party hereto to the other shall be in writing and shall be sufficiently given or delivered if dispatched by certified United States First Class Mail, postage prepaid, or delivered personally,

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

Triangle 2, LLC.
Triangle 4, LLC
% Dan Carr
4706 Broadway, Suite 240
Kansas City, MO 64112

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

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

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

E. Successors, Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective partners, employees, agents, servants, successors, representatives and assigns.

F. Choice of Law. This Agreement shall be taken and deemed to have been fully executed, made by the parties in, and governed by the laws of the State of Missouri for all purposes and intents.

G. Amendment. This Agreement shall be amended only in writing and effective when signed by the authorized agents of the parties.

H. Severability. In the event any term or provision of this Agreement is held to be unenforceable by a court of competent jurisdiction, the remainder shall continue in full force and effect, to the extent the remainder can be given effect without the invalid provision.

I. City Representatives Not Personally Liable. No official, agent, employee, or representative of the City shall be personally liable to the Developer in the event of any default or breach by any party under this Agreement, or for any amount which may become due to any party or on any obligations under the terms of this Agreement.

J. Mutual Assistance. The parties agree to take such actions, including the execution and delivery of such documents, and the obtaining of grants of access to, and easements and rights-of-way as may be necessary or appropriate to carry out the terms, provisions and intent of this Agreement and which do not impair the rights of the signing party as they exist under this Agreement, and to aid and assist each other in carrying out said terms, provisions and intent; provided that nothing herein shall be construed to

obligate the City, acting as a party hereto, to grant municipal permits or other approvals it would not be obligated to grant, acting as a political subdivision, absent this Agreement.

K. Indemnification. The Developer hereby agrees to indemnify and hold harmless the City and its past, present and future employees, officers and agents from any and all claims arising from the Engineering Plans described in this Agreement. Developer hereby agrees to pay to the City all damages, costs and reasonable attorneys' fees incurred by the City and its employees, officers and agents in defending such claims. At its cost and expense, the Developer shall be entitled to engage counsel of its choice and participate in the defense of any such claims and the City agrees to reasonably cooperate with the Developer and its counsel in such defense.

L. Authority. The undersigned represent that they each have the authority and capacity from the respective parties to execute this Agreement. This Agreement shall not be effective until approved by ordinance duly enacted by the City Council of the City of Raymore, Missouri.

M. No Waiver. The parties agree that execution of this agreement in no way constitutes a waiver of any requirements of applicable City ordinances with which the Developer must comply and does not in any way constitute prior approval of any future proposal for development. No part of this agreement shall be construed to relieve the Developer from installing required improvements related to their development in accordance with the City Code and approved Engineering Plans.

N. Compliance with Laws. Developer and its subcontractors shall comply with all applicable federal, state and local laws, ordinances and regulations including but not limited to applicable worker's compensation, insurance or bonding requirements, prevailing wage requirements and Occupational Safety and Health Administration (OSHA) rules and regulations.

O. No Partnership. It is expressly understood that the parties are not now, nor will they be, engaged in a joint venture, partnership or any other form of business relationship except as expressly set forth herein, and that no party shall be responsible for the conduct, warranties, guarantees, acts, errors, omissions, debts, obligations or undertakings of any kind or nature of the other in performance of this Agreement.

P. Attorney Fees. In the event any Party is required to bring an action at law or in equity against any other Party to enforce any of the terms of this Agreement, the losing party hereby agrees to pay to the prevailing Party, reasonable attorney fees, costs and expenses as they may be fixed by the court including reasonable attorney fees, costs and expenses of any appeal.

Q. Default and Remedies. If any party shall be in default or breach of any provision of this Agreement, the other party may terminate this Agreement, suspend its performance and invoke any other legal or equitable remedy after giving the other party written notice and thirty (30) days to correct such default or breach. All rights and

remedies granted to each party herein and any other rights and remedies which either party may have at law and in equity are hereby declared to be cumulative and not exclusive, and the fact that any party may have exercised any remedy without terminating this Agreement shall not impair that party's rights thereafter to terminate or to exercise any other remedy herein granted or to which that party may be otherwise entitled.

R. Dispute Resolution.

1. In case of a dispute, the party alleged to be injured by breach of this Agreement shall give written notice of claim to the other party of its intent to file a claim or petition for money or other relief. Such notice of claim shall provide details of the alleged breach and the required cure. The written notice shall be submitted within thirty (30) days of the event/action upon which the claim is based.

2. If the dispute is not disposed of by agreement between the Parties, within thirty (30) days after submission of the written notice of claim, the Parties 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 dispute. The parties shall participate in the mediation in good faith, which said 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.

3. If mediation is unsuccessful, the parties may, by mutual written agreement, participate in binding arbitration pursuant to the provisions of the American Arbitration Association.

4. If the mediation is unsuccessful and the parties do not agree to participate in arbitration, either party may thereafter file suit and/or seek redress through surety or bond claims. Venue and jurisdiction under this Contract shall be in Circuit Court of Cass County, Missouri at Harrisonville, or the United States Courts, Western District of Missouri. The parties hereby agree to waive jury trial in all claims or disputes which may arise under this Contract.

5. In all cases where a dispute or claim arises, and work on the Park Side Extensions remains incomplete, the parties agree to carry on with the work and to maintain the progress schedule during the resolution of the dispute or claim under this Agreement, unless otherwise mutually agreed in writing by the parties.

S. Entire Agreement: Amendment. The parties agree that this Agreement constitutes the entire agreement on the reimbursement for the Engineering Plans for the Park Side Extensions.

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

(SEAL)

THE CITY OF RAYMORE, MISSOURI

By: _____
Kristofer P. Turnbow, Mayor

Attest:

Erica Hill, City Clerk

(SEAL)

Triangle 2, LLC & Triangle 4, LLC

By: *Dan Carr*
Dan Carr

Attest:

Kristi Stuedle
Name/Title: *Kristi Stuedle, Transaction Manager*

Miscellaneous

THE RAYMORE CITY COUNCIL HELD A WORK SESSION ON MONDAY, AUGUST 30, 2021, AT 7:17 P.M., AT RAYMORE CITY HALL, 100 MUNICIPAL CIRCLE. PRESENT: MAYOR TURNBOW, COUNCILMEMBERS ABDELGAWAD, BARBER, BURKE, III, CIRCO, HOLMAN, TOWNSEND, AND WILLS-SCHERZER. ALSO PRESENT: CITY MANAGER JIM FEUERBORN, ASSISTANT CITY MANAGER MIKE EKEY, CITY ATTORNEY JONATHAN ZERR, AND CITY STAFF.

A. Proposed Fiscal Year 2022 Budget and Proposed 2022-2026 CIP

City Manager Jim Feuerborn discussed with the Council the Proposed Budget and CIP. He updated the Council on adjustments to the proposed budget since the initial presentation and options for Council to consider for inclusion in the budget. The first reading and public hearing of the budget will be October 11, 2021. He answered questions from Council.

B. Other

City Manager Jim Feuerborn provided details for a 9/11 remembrance ceremony.

The work session of the Raymore City Council adjourned at 7:56 p.m.

THE **PLANNING AND ZONING COMMISSION** OF THE CITY OF RAYMORE, MISSOURI, MET IN REGULAR SESSION **TUESDAY, AUGUST 17, 2021**, IN THE COUNCIL ROOM AT RAYMORE CITY HALL, 100 MUNICIPAL CIRCLE, RAYMORE, MISSOURI WITH THE FOLLOWING COMMISSION MEMBERS PRESENT: CHAIRMAN MATTHEW WIGGINS, ERIC BOWIE, WILLIAM FAULKNER, KELLY FIZER, TOM ENGERT, JIM PETERMANN, MAYOR KRIS TURNBOW, AND MARIO URQUILLA (arrived 7:01pm). ABSENT WAS JEREMY MANSUR. ALSO PRESENT WAS DEVELOPMENT SERVICES DIRECTOR JIM CADORET, CITY ATTORNEY JONATHAN ZERR, DIRECTOR OF PUBLIC WORKS MIKE KRASS, ASSISTANT DIRECTOR OF ENGINEERING TRENT SALSBURY, AND ADMINISTRATIVE ASSISTANT EMILY JORDAN.

1. **Call to Order** – Chairman Wiggins called the meeting to order at 7:00 p.m.
2. **Pledge of Allegiance**
3. **Roll Call** – Roll was taken and Chairman Wiggins declared a quorum present to conduct business.
4. **Personal Appearances** – None
5. **Consent Agenda**

- a. **Approval of the minutes of the July 20, 2021 meeting.**

Motion by Commissioner Faulkner, Seconded by Commissioner Bowie, to approve the consent agenda.

Vote on Motion:

Chairman Wiggins	Aye
Commissioner Faulkner	Aye
Commissioner Bowie	Aye
Commissioner Fizer	Aye
Commissioner Engert	Aye
Commissioner Petermann	Aye
Commissioner Urquilla	Aye
Commissioner Mansur	Absent
Mayor Turnbow	Aye

Motion passed 8-0-0.

6. Unfinished Business - None

7. New Business -

- a. **Case # 21023: Rezoning C-2 to PUD - Southwest corner near Dean Avenue and Lucy Webb Road - Ridgeview Estates (*public hearing*)**

Chairman Wiggins opened the public hearing at 7:02pm.

Jason Maddox with MACO Development Company, 111 N Main St., Clarkton MO 63837, came to the podium to request the rezoning of this property from C-2 to PUD, as well as request approval for the preliminary plan. Mr. Maddox highlighted that the rezoning would apply to about 8 acres just south of Lucy Webb Road and Dean Avenue to allow for the development and construction of 60 affordable, senior multi-family housing units, to be known as Ridgeview Estates. Mr. Maddox stated that there was a voluntary neighborhood meeting with good

feedback and support, as well as the Good Neighbor meeting that the city requires. There has been discussion about how the development would be accessed, and because the City will not allow access from Lucy Webb Road, so it has been determined that the best way to access the development is to extend Prairie Grass Drive to the west into the development. The development would be marketed exclusively to seniors that are 55 and older. Mr. Maddox highlighted the amenities each apartment would include, and described the large community building that would be there for the residents to use that would house a gym and kitchen facilities. The rent is estimated at \$600 per month, and some of the apartments would rent out at \$480. The residents will be responsible for electricity, but the property covers water, sewer, and trash. Mr. Maddox covered the income restrictions for the residents, with a 2 person household allowing up to \$41,000 of household income to qualify for this development, and a single resident is allowed up to \$36,000 in household income. Mr. Maddox stated that there is a very high demand for similar developments previously completed by the developer.

Commissioner Urquilla asked Mr. Maddox if lawn care is provided?

Mr. Maddox commented that yes, lawn care and all maintenance is included in the rent.

Mayor Turnbow asked if the development is income adjusted on the rent? Is this LIHTC (Low Income Housing Tax Credit) housing?

Mr. Maddox replied that yes, this is a LIHTC development, the rents are 60% and 50%, and assured the Commission that this is not Section 8 housing.

Mayor Turnbow asked Mr. Maddox to explain how the funding through the state of Missouri would work?

Mr. Maddox explained that if approved for rezoning, the developers would move forward with an application to the Missouri Housing Development Commission. Based on the other applicants from the state of Missouri, there will be a hearing on October 8th to determine which projects will be selected for funding.

Mayor Turnbow asked Mr. Maddox if they were previously approved for a project in Raymore that was not started behind Price Chopper?

Mr. Maddox mentioned that the developers have not been approved for a different project in Raymore. The project was approved through the City of Raymore, but the project was not granted funding through the state, so the project did not go through.

Mayor Turnbow asked Mr. Maddox to clarify if the project is approved by the state, they will build, and if it is not approved, they will not build.

Mr. Maddox stated that yes, that is correct.

Commissioner Bowie asked Mr. Maddox if they would wait on applying for state funding again until after the case has been heard by the City Council? There is one more step with the City of Raymore before the development can be approved by the state for funding.

Mr. Maddox replied that yes, that is correct.

Development Services Director Jim Cadoret presented the staff report. Mr. Cadoret highlighted that this is a request to reclassify the zoning of 8 acres from "C-2" General Commercial District to "PUD" Planned Unit Development District. The property elevation is higher than Dean Avenue that runs to the east of the property, and has a significant slope from Highway 49 that

runs to the west of the property. Surrounding zoning includes R-1P to the north and east, C-2 to the south, and the City of Belton is to the west. The Thoroughfare Plan Map classifies Dean Avenue as a Minor Arterial and Lucy Webb Road as a Major Collector, and the land is designated as appropriate for Commercial Use according to the Future Land Use Map of the Growth Management Plan. Prairie Grass Drive will be extended for access to the proposed development, and will eventually be classified as a Collector road. Mr. Cadoret stated that the reclassification of the PUD property requires the concurrent submission of a preliminary plan, as well as a public hearing, and 7 items were listed into record. The area to be rezoned is part of Tract 1 of The Good Ranch Master Planned Community that was approved by the City Council in 1994, and the current "C-2" zoning designation was established in July 2002. There were approximately 100 residents at the informal meeting held on July 8, 2021, and 6 residents attended the required Good Neighbor meeting on July 28, 2021. This property is part of Tract 1 of The Good Ranch, which was proposed to be a commercial development. There have been changes to the master plan to lower the density that would be allowed on the west side. Over the past 20 years, there have been several conversations between the developers of The Good Ranch and City Staff on allowing residential development on the northern end of Tract 1 in-lieu-of commercial development. Tract 1 consists of 143 acres of commercial zoned land, and the southern half of the property has been deemed a prime location for a regional commercial center due to the proximity to the North Cass Interchange on Interstate 49. Residential density is needed to support the commercial development. Any modifications to the preliminary plan would require approval from the City Council. The only use for the land that is being submitted is single family, age restricted, one-story garden style apartment buildings according to the PUD and Memorandum of Understanding (MOU). A traffic study was completed in 2020 and was found to have adequate public services to serve the development. The rezoning request and preliminary plan have been submitted to the South Metro Fire District, and a second access to the development has been requested. There will be a restricted access fire lane road off of Lucy Webb Road which will be gated to allow access. The preliminary plan complies with the 2014 Good Ranch Master Development Agreement for stream buffer protection and stormwater management for the development. There will be a sidewalk connection between the proposed development and Dean Avenue. Park land dedication in any residential development in The Good Ranch has already been addressed, and park land has already been dedicated.

Commissioner Bowie asked for clarification on how the slope of the land will be addressed. What measures will be taken to keep the noise from the Interstate down from the development?

Mr. Cadoret responded that there is a 50' drop from the Interstate to the east edge of the proposed development (Dean Avenue). There will have to be site grading done as a part of the development. Mr. Maddox stated that there will be a noise study completed and will be used to determine the noise mitigation required, through landscaping or different windows, etc.

Mayor Turnbow commented that the approval of this development will eliminate the possibility of extending the outer road south to North Cass Parkway.

Director of Public Works Mike Krass responded that in discussions with the developers, it was determined that the extension of the outer road would not allow for the level of flexibility that the developers wanted for the development.

No public spoke on the application.

Chairman Wiggins closed the public hearing at 7:29pm, and opened the meeting for Commission member comments and questions.

Commissioner Faulkner mentioned that it is not stated in the MOU for the development that this will be a 55+ community, and asked where the legal description is in the documents specifically stating the 55+ age restriction.

Mr. Maddox commented that he did not see the language in the MOU stating the age restriction, but is willing to include that statement in the MOU. There will be land use restriction agreements that will state the 55+ age restriction as well. City Attorney Jonathan Zerr mentioned that the recommendation may include an additional condition that the MOU be amended on page 3, section 2.B.1 to add additional language to the end of the sentence reading "...including, but not limited to, the age restriction of 55+ resident owners."

Chairman Wiggins asked if the statement should include the exclusion of children in the development?

Mayor Turnbow replied that through the state application for the LIHTC approval, there are restrictions and oversight that would require the policing of the 55+ policy. Mr. Maddox stated that the application will state that all members of the household must be 55 years of age or older.

Mr. Zerr asked Mr. Maddox if the addition of the 55+ statement to the MOU was acceptable to the applicant?

Mr. Maddox confirmed that it is acceptable.

Chairman Wiggins asked Mr. Cadoret if the development to the north, Greenway Villas, is an age restricted development, and what is the current occupation rate for that development? Have there been any issues or concerns associated with the development? Would it make any difference to make the rezoning contingent on whether or not the developers get the approval from the state?

Mr. Cadoret responded that it is an age restricted community, and that it is not 100% full, and has at least 1 unit available, but is full otherwise. When the subdivision came forward, it was proposed as mixed-use residential, including duplexes, detached single-family, and the garden style apartments. Any other developer who would come in would have to develop the property as a PUD for 55+ residents, garden style apartments. The developer would have to come before the Planning Commission to get the zoning changed. Rezoning is not done conditionally or contingently, it is either all in or not at all. Mr. Zerr mentioned that unless a potential new developer would want to build exactly the same thing as is being proposed with the same restrictions, they would have to come before the Planning Commission either way.

Commissioner Bowie asked if the garden-style property in LeMor Estates is income restricted?

Mr. Cadoret responded that no, the apartments at Greenway Villas are market price.

Mr. Zerr reminded the Commission that the request before them is for a rezoning, and this is not an application for MHDC (Missouri Housing Development Commission), and to keep in mind if this is the highest and best use for the property.

Commissioner Faulkner asked for clarification on the addition to clause 2.B.1 in regards to children?

Chairman Wiggins responded that all residents must be 55+, additionally because the property would be subject to various state oversights which would fulfil the clause about the children.

Motion by Commissioner Faulkner, Seconded by Commissioner Fizer, to accept staff proposed findings of fact and forward case #21023, rezoning of the existing “C-2” General Commercial District to “PUD” Planned Unit Development District for the 8 acre property to be known as Ridgeview Estates, with an added condition in the MOU at clause 2.B.1, to City Council with a recommendation of approval.

Vote on Motion:

Chairman Wiggins	Aye
Commissioner Faulkner	Aye
Commissioner Bowie	Aye
Commissioner Fizer	Aye
Commissioner Engert	Aye
Commissioner Petermann	Aye
Commissioner Urquilla	Aye
Commissioner Mansur	Absent
Mayor Turnbow	Aye

Motion passed to approve the case 8-0-0.

b. Case # 21024: Site Plan - Whataburger - 1921 W. Foxwood Drive

Phil Kranovich with MS Consultants is representing Whataburger, 300 Concord Plaza Dr., San Antonio, TX 78216. Mr. Kranovich stated that a new 3,751 square foot, 24-hour Whataburger restaurant is to be built on the 1.84 acre lot on the southwest corner of 58 Highway and Westgate Road in the Raymore Galleria. The existing lot is occupied, and the building on it will be demolished for this project. The proposed site will provide 82 standard parking spaces, and 4 handicap parking spaces. The restaurant will have two drive-thru lanes with two menu boards. The developers will be providing public sidewalk access to the site from the existing sidewalk located north, off of 58 Highway. There are two drive entrances located off of the southern private access drive and the cross access drive that will remain in place. There will be a retaining wall at the northwest corner of the site. The development will be reusing the existing utility connections where able, and will be taking care of stormwater quality using a hydro-dynamic separator manhole. The building exterior consists of brick and decorative metal, along with a number of windows. The trash dumpster will be on the northeast corner of the building that will be screened using the same materials as the main building, the brick and decorative metal.

Mr. Cadoret began the staff report. This is a redevelopment of the Golden Corral facility, and a demolition permit has been applied for to remove the entire existing structure and will be clearing most of the property. There was an effort by staff and the developers to preserve as much of the surrounding landscape as possible, mainly the trees since they are somewhat substantial. A number of the trees are being relocated around the facility. The lot is 1.84 acres in size, and the proposed building is over 3,700 square feet in size. The existing building on the property was constructed in 2014, and most of the utilities will be maintained. The Engineering Division has submitted a Memorandum on provision of utilities to the site. There are a number of special conditions applicable to a restaurant with drive-thru lanes. The menu boards are along the west side of the property, which is in line with the requirements. Mr. Cadoret stated that the City does not have a maximum parking ratio, and the location will well

exceed the parking requirements. The building designs are in compliance with the building design standards. South Metro Fire District reviewed the site plan, and all truck turning requirements have been met. Stormwater runoff is collected through the storm sewer system and will be treating stormwater on the property before it runs off.

Commissioner Bowie asked to clarify the case number?

Mr. Cadoret stated that it should be case #21024.

Motion by Commissioner Urquilla, Seconded by Commissioner Fizer, to accept staff proposed findings of fact and approve case #21024 Whataburger Site Plan subject to the 11 conditions stated in the packet.

Vote on Motion:

Chairman Wiggins	Aye
Commissioner Faulkner	Aye
Commissioner Bowie	Aye
Commissioner Fizer	Aye
Commissioner Engert	Aye
Commissioner Petermann	Aye
Commissioner Urquilla	Aye
Commissioner Mansur	Absent
Mayor Turnbow	Aye

Motion passed to approve the case 8-0-0.

8. City Council Report

City Attorney Jonathan Zerr gave an overview of the 2 City Council meetings that have happened since the Planning & Zoning Commission last met. Mr. Krass introduced Trent Salisbury, the new Assistant Director of Engineering.

9. Staff Report

Mr. Cadoret gave the staff report, highlighting that the official US Census counts for April 2020 have been released. Raymore has an official population of 22,941, which is a 19.4% increase over the 2010 population and has grown by 3,735 residents. With the updated population count, the Ward maps will be updated as was done in 2010 after that census in. There will be a meeting on September 7th to review the second phase of the Madison Valley subdivision for rezoning and a separate application for the preliminary plat. Assistant City Manager Mike Ekey will be presenting the 2022-2026 Capital Improvement Program during that meeting as well.

10. Public Comment

No public comment.

11. Commission Member Comment

Commissioner Faulkner thanked staff and welcomed Trent.

Commissioner Fizer commented that she was able to visit The Lofts apartments and they are small but nice, and asked when the Whataburger is scheduled to arrive.

Commissioner Petermann thanked staff and asked if it may be possible to have work sessions for the Planning Commission, as well as what is happening with the big building off of Dean Avenue and Interstate 49?

Mr. Cadoret responded that the building has been purchased by Southern Glazer's, and it will become the distribution center for Missouri.

Commissioner Engert thanked staff, and welcomed Trent.

Commissioner Urquilla thanked staff, and commented that he will be absent on September 21st for the meeting.

Commissioner Bowie thanked staff, and mentioned that he was curious about the number of accidents on Lucy Webb Road and Harmon Road where the proposed Ridgeview Estates will be developed.

Mayor Turnbow thanked staff and welcomed Whataburger to Raymore.

Chairman Wiggins commented on his fondness for Whataburger, thanked staff, and welcomed Trent.

12. Adjournment

Motion by Commissioner Urquilla, Seconded by Mayor Turnbow, to adjourn the August 17, 2021 Planning and Zoning Commission meeting.

Vote on Motion:

Chairman Wiggins	Aye
Commissioner Faulkner	Aye
Commissioner Bowie	Aye
Commissioner Fizer	Aye
Commissioner Petermann	Aye
Commissioner Engert	Aye
Commissioner Urquilla	Aye
Commissioner Mansur	Absent
Mayor Turnbow	Aye

Motion passed 8-0-0.

The August 17, 2021 meeting adjourned at 8:12 p.m.

Respectfully submitted,

Emily Jordan

