

AGENDA

Raymore City Council Regular Meeting
City Hall – 100 Municipal Circle
Monday, March 14, 2022
7:00 p.m.

1. Call to Order.

2. Roll Call.

3. Pledge of Allegiance.

4. Presentations/Awards.

5. Personal Appearances.

- City Auditor – Kim Pearson, Dana F. Cole & Co., FY 2021 Financial Statements (provided to Council under separate cover)

6. Staff Reports.

- A. Development Services (pg 9)
- B. Monthly Court Report (pg 15)
- C. Police/Emergency Management

7. Committee Reports.

8. Consent Agenda.

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

- A. City Council Minutes, February 28, 2022 (pg 21)
- B. City Council Special Meeting Minutes, March 7, 2022 (pg 35)

9. Unfinished Business. Second Reading.

A. On-Call Materials Testing Services

- Reference: - Agenda Item Memo (pg 39)
- Bill 3693 (pg 41)
- Contract (pg 43)

Staff is requesting approval to enter into a contract with Geotechnology for on-call geotechnical and material testing services for CIP projects.

- City Council, 02/28/2022: Approved 7-0

B. Dean Ave / N Cass Intersection Improvements

- Reference:
- Agenda Item Memo (pg 67)
 - Bill 3694 (pg 69)
 - Contract (pg 71)

Staff is recommending the City Council approve a contract with Wilson Company for design of improvements at the North Cass Parkway / Dean Avenue intersection. The improvements will include a traffic signal, southbound right turn lane on Dean Avenue and other modifications to the intersection to accommodate truck traffic entering and leaving the Raymore Commerce Center.

- City Council, 02/28/2022: Approved 7-0

C. Brookside Tenth Final Plat - Replat of Tract Y

- Reference:
- Agenda Item Memo (pg 85)
 - Bill 3695 (pg 87)
 - Staff Report (pg 89)
 - Replat (pg 95)

In accordance with the 1st amendment to the Brookside Tenth Final Plat development agreement, a replat of Tract Y has been prepared. The replat establishes a new tract AA. The replat allows the City to transfer ownership of Tract Y and Tract AA as provided for in the development agreement.

- City Council, 02/28/2022: Approved 7-0
- Planning and Zoning Commission, 02/15/2022: Approved 8-0

D. Transfer of Lot 422 in Brookside Tenth Plat to Brookside Builders LLC

- Reference:
- Agenda Item Memo (pg 97)
 - Bill 3696 (pg 99)
 - Quitclaim Deed (pg 101)
 - Map (pg 103)

As provided in the 1st amendment to the Brookside Tenth development agreement, the City agreed to transfer Lot 422 to Brookside Builders LLC in return for improvements made by Brookside Builders at the Brookside Trailhead parking lot.

- City Council, 02/28/2022: Approved 7-0

E. Transfer of Tract Y to Brookside Builders LLC

Reference: - Agenda Item Memo (pg 105)
- Bill 3697 (pg 107)
- Quit Claim Deed (pg 109)
- Map (pg 111)

As provided in the 1st amendment to the Brookside Tenth development agreement, the City agreed to transfer Tract Y to Brookside Builders LLC to remain as common open space.

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| <ul style="list-style-type: none">• City Council, 02/28/2022: Approved 7-0 |
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F. Transfer of Tract AA to Brookside Homeowners Association

Reference: - Agenda Item Memo (pg 113)
- Bill 3698 (pg 115)
- Quit Claim Deed (pg 117)
- Map (pg 119)

As provided in the 1st amendment to the Brookside Tenth development agreement, the City agreed to transfer Tract Y to the Brookside Homeowners Association to remain as common open space.

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| <ul style="list-style-type: none">• City Council, 02/28/2022: Approved 7-0 |
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G. General Obligation Refunding Bonds, Series 2022

Reference: - Agenda Item Information Sheet (pg 121)
- Bill 3699 (pg 123)

The Series 2022 General Obligation Bond issue will be a refunding of the Series 2012 General Obligation Bond issue. The refunding amount is \$7,280,000.

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| <ul style="list-style-type: none">• City Council, 02/28/2022: Approved 7-0 |
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10. New Business. First Reading.

A. Reimbursement Agreement - Triangle 2 LLC and Triangle 4 LLC - Sunset Lane/163rd Street Construction

Reference: - Agenda Item Information Sheet (pg 155)
- Bill 3701 (pg 157)
- Reimbursement Agreement (pg 159)
- Map (pg 167)

Dan Carr, representing Triangle 2, LLC and Triangle 4, LLC, developer of the Park Side Subdivision, desires to proceed with the extension of Sunset Lane and 163rd Street within the subdivision. The road segments were included in the 2020 General Obligation Bond Issue. A reimbursement agreement has been prepared to expedite the construction schedule for the road segments.

B. Cass County Crime Coalition Appointment

Reference: - Agenda Item Memo (pg 169)
- Resolution 22-10 (pg 171)

The Cass County Sheriff's Department is spearheading an initiative to provide a "united effort between state, county, and municipal agencies" to fight crime.

The first phase of that initiative is to form the Cass County Crime Coalition. The Coalition will consist of the Cass County Commissioners, the Cass County Prosecutor, the Cass County Sheriff, and the Mayors of Municipalities "to act as a facilitator between organizations in an effort to enhance lines of communication between law enforcement, the judicial system, business community, legislators, and the general public".

This Resolution authorizes the Mayor to join that Coalition.

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

12. Mayor/Council Communication.

13. Adjournment.

EXECUTIVE SESSION (CLOSED MEETING)

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

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

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

Any person requiring special accommodation (i.e., qualified interpreter, large print, hearing assistance) in order to attend this meeting, please notify this office at (816)

331-3324 no later than forty eight (48) hours prior to the scheduled commencement of the meeting.

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

Staff Reports



MONTHLY REPORT February 2022

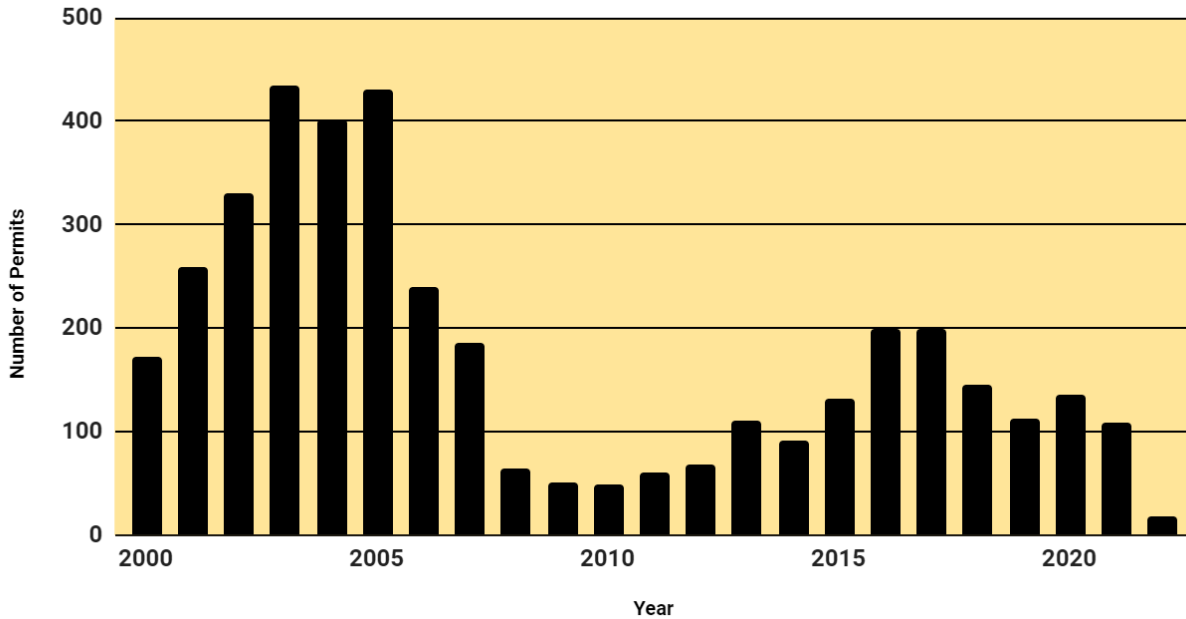
Building Permit Activity

Type of Permit	Feb 2022	2022 YTD	2021 YTD	2021 Total
Detached Single-Family Residential	11	18	25	108
Attached Single-Family Residential	26	58	0	166
Multi-Family Residential	0	0	0	0
Miscellaneous Residential (deck; roof)	33	79	68	574
Commercial - New, Additions, Alterations	0	5	0	38
Sign Permits	1	3	1	37
Inspections				
	Feb 2022	2022 YTD	2021 YTD	2021 Total
Total # of Inspections	356	753	469	3,882
Valuation				
	Feb 2022	2022 YTD	2021 YTD	2021 Total
Total Residential Permit Valuation	\$8,284,000	\$16,410,700	\$6,581,800	\$57,700,900
Total Commercial Permit Valuation	\$0.00	\$11,404,700	\$0.00	\$39,600,680

Additional Building Activity:

- Building Construction commenced for dwelling units in The Venue of The Good Ranch townhome development.
- Building construction was completed on the first building in the South Town Storage facility, a covered parking area for RV's and similar vehicles
- Site work continues for Alexander Creek Third Plat.
- Site work continues for Eastbrooke at Creekmoor 3rd Plat
- Building construction continued for the South Metropolitan Fire Protection District administration building.
- Construction continued on the townhome units in Sunset Plaza, located east of Sunset Lane and south of 58 Highway
- Construction continues on Building 3 in the Raymore Commerce Center
- Tenant finish work is near completion for Wing Stop to locate at 1941 W. Foxwood Drive
- A Certificate of Occupancy was issued for Salon 319 to locate at 319 Municipal Circle
- Work has commenced for interior improvements at Freedom Stop
- Construction work continues on the School District LEAD facility

Single Family Building Permits



Code Enforcement Activity

Code Activity	Feb 2022	2022 YTD	2021 YTD	2021 Total
Code Enforcement Cases Opened	43	85	66	575
<i>Notices Mailed</i>				
-Tall Grass/Weeds	0	0	0	85
- Inoperable Vehicles	14	28	33	191
- Junk/Trash/Debris in Yard	6	15	8	94
- Object placed in right-of-way	0	0	0	5
- Parking of vehicles in front yard	4	6	7	45
- Exterior home maintenance	5	15	4	63
- Other (trash at curb early; signs; etc)	0	0	0	6
Properties mowed by City Contractor	0	0	0	42
Abatement of violations (silt fence repaired; trees removed; stagnant pools emptied; debris removed)	0	0	1	2
Signs in right-of-way removed	39	82	107	524
Violations abated by Code Officer	14	21	10	86

Development Activity

Current Projects

- Grube Rezoning
- Sendera, First Plat
- Sendera, Second Plat
- Allera subdivision, rezoning and preliminary plan, R-1A to PUD
- Oak Ridge Farms 4th phase, rezoning C-2 to R-3A

	As of Feb 28, 2022	As of Feb 28, 2021	As of Feb 29, 2020
Homes currently under construction	463(108 units at Lofts of Foxridge)	581(396 units at Lofts of Foxridge)	160
Total number of Undeveloped Lots Available (site ready for issuance of a permit for a new home)	206	244	328
Total number of dwelling units in City	9,262	8,810	8,674

Actions of Boards, Commission, and City Council

City Council

February 14, 2022

- Approved on 1st reading the rezoning of 10 acres located south of Dawn Street, east of Sunrise Drive, from M-1 "Light Industrial" to R-3A "Multiple-Family Residential".
- Approved on 1st reading the Sendera First and Second Plat
- Approved on 1st reading an amendment to City Code modifying the requirements for issuance of occupational licenses for new businesses. (now includes requirement for building inspection prior to occupancy)

February 28, 2022

- Update on work progress on City Comprehensive Plan
- Approved on 2nd reading the rezoning of 10 acres located south of Dawn Street, east of Sunrise Drive, from M-1 "Light Industrial" to R-3A "Multiple-Family Residential".
- Approved on 2nd reading the Sendera First and Second Plat
- Approved on 2nd reading an amendment to City Code modifying the requirements for issuance of occupational licenses for new businesses. (now includes requirement for building inspection prior to occupancy)
- Approved on 1st reading the Brookside Tenth Final Plat - Replat of Tract Y
- Approved on 1st reading the transfer of Brookside Tenth Lot 422 to Brookside Builders
- Approved on 1st reading the transfer of Brookside Tenth Tract Y to Brookside Builders

Planning and Zoning Commission

February 1, 2022

- Recommended approval of the Sendera First and Second Final Plat

February 15, 2022

- Recommended approval of the Brookside Tenth Final Plat - Replat of Tract Y

Board of Adjustment

February 15, 2022

- Approved a variance to the front yard setback requirement for Lot 30 within the Oak Ridge subdivision

Upcoming Meetings – March & April

March 1, 2022 Planning and Zoning Commission

- Meeting cancelled

March 14, 2022 City Council

- 2nd reading - Brookside Tenth Plat - Replat of Tract Y
- 2nd reading - Transfer of Brookside Tenth Plat Lot 422
- 2nd reading - Transfer of Brookside Tenth Plat Tract Y
- 1st reading - Reimbursement agreement for construction of Sunset Lane within Park Side subdivision

March 15, 2022 Planning and Zoning Commission

- Meeting cancelled

March 28, 2022 City Council

- 2nd reading - Reimbursement agreement for construction of Sunset Lane within Park Side subdivision

April 5, 2022 Planning and Zoning Commission

- Rezoning, proposed Allera subdivision, R-1A to PUD
- Rezoning, proposed Oak Ridge Farms Phase 4, C-2 to R-3A

April 11, 2022 City Council

- 1st reading - proposed Allera subdivision, R-1A to PUD
- 1st reading - proposed Oak Ridge Farms Phase 4, C-2 to R-3A

April 19, 2022 Planning and Zoning Commission

- Review of the City Future Land Use Map

April 25, 2022 City Council

- 2nd reading - proposed Allera subdivision, R-1A to PUD
- 2nd reading - proposed Oak Ridge Farms Phase 4, C-2 to R-3A

Department Activities

- Staff met with a development team considering a new residential project within Raymore.
- Staff prepared notification to the owners of undeveloped lots that meet the threshold requirement for [sidewalks](#) to be installed in order to create a continuous sidewalk network. Affected property owners have until Aug. 1 to secure a building permit to construct a home or install the sidewalk.
- Economic Development Director David Gress and Mayor Kris Turnbow attended the Raymore Chamber of Commerce Monthly Morning Coffee hosted by [Just One Day Travel Tours](#).
- City Planner Dylan Eppert participated in a webinar hosted by Mid America Regional Council "Transportation Programming Policy Workshop."
- Economic Development Director David Gress was invited to participate in a meeting with the Cass County Landlord Association to discuss current projects within the City.
- Economic Development Director David Gress and Mayor Kris Turnbow attended the Monthly Board meeting of the Raymore Chamber of Commerce. The Chamber Board welcomed new Executive Director Melisa Ferrari to the organization!
- City Planner Dylan Eppert met with Dr. Bryan Pettengill to discuss future growth for the Raymore-Peculiar School District.
- Development Services and Public Works staff met with a developer and engineer on a potential new phase for the Madison Creek subdivision.
- Director Jim Cadoret and City Planner Dylan Eppert participated in the quarterly meeting of the participating communities in the Communities for All Ages initiative.
- Code Enforcement Officer Drayton Vogel participated in a meeting with code officer representatives from surrounding communities to discuss enforcement processes utilized by each community.
- Economic Development Director David Gress and Mayor Kris Turnbow attended the monthly Board meeting of the Raymore Chamber of Commerce.
- Economic Development Director David Gress attended the 2022 Retail Industry Leaders Association [LINK Conference](#) in Dallas, TX, with representatives from [KCSmartPort](#).

GIS Activities

- Configured and installed windows security certificates to support network development, indexed databases and restarted server & services
- Update and publication of GMP layers for managing changes
- Cartographic output as requested, support for printing operations
- Data & application development as required for continued use of hosted services

- Performance assessment of existing data, services and apps as sampled
- Review of external services for reliability, required for data driven applications
- Volunteered service to the Missouri Geographic Information Systems Advisory Council (MGISAC) in support of (data) acquisition operations
- Scripting of tasks with ArcGIS REST API - printing & watershed delineation
- Configured and installed windows security certificates to support network development, indexed databases and restarted server & services
- ArcGIS Desktop application provisioning for Planner

MUNICIPAL DIVISION SUMMARY REPORTING FORM

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

<u>I. COURT INFORMATION</u>		Municipality: Raymore Municipal	Reporting Period: Feb 1, 2022 - Feb 28, 2022	
Mailing Address: 100 MUNICIPAL CIRCLE, RAYMORE, MO 64083				
Physical Address: 100 MUNICIPAL CIRCLE, RAYMORE, MO 64083			County: Cass County	Circuit: 17
Telephone Number: (816)3311712		Fax Number:		
Prepared by: ANGIE R DAVIS		E-mail Address:		
Municipal Judge:				
<u>II. MONTHLY CASELOAD INFORMATION</u>		Alcohol & Drug Related Traffic	Other Traffic	Non-Traffic Ordinance
A. Cases (citations/informations) pending at start of month		33	539	309
B. Cases (citations/informations) filed		1	68	50
C. Cases (citations/informations) disposed				
1. jury trial (Springfield, Jefferson County, and St. Louis County only)		0	0	0
2. court/bench trial - GUILTY		0	0	0
3. court/bench trial - NOT GUILTY		0	0	0
4. plea of GUILTY in court		0	20	6
5. Violations Bureau Citations (i.e. written plea of guilty) and bond forfeiture by court order (as payment of fines/costs)		0	6	0
6. dismissed by court		0	1	0
7. <i>nolle prosequi</i>		0	1	1
8. certified for jury trial (not heard in Municipal Division)		0	0	0
9. TOTAL CASE DISPOSITIONS		0	28	7
D. Cases (citations/informations) pending at end of month [pending caseload = (A+B)-C9]		34	579	352
E. Trial de Novo and/or appeal applications filed		0	0	0
<u>III. WARRANT INFORMATION (pre- & post-disposition)</u>		<u>IV. PARKING TICKETS</u>		
1. # Issued during reporting period	338	1. # Issued during period	0	
2. # Served/withdrawn during reporting period	14	<input checked="" type="checkbox"/> Court staff does not process parking tickets		
3. # Outstanding at end of reporting period	433			

MUNICIPAL DIVISION SUMMARY REPORTING FORM

COURT INFORMATION	Municipality: Raymore Municipal	Reporting Period: Feb 1, 2022 - Feb 28, 2022
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<u>V. DISBURSEMENTS</u>			
Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)		Other Disbursements: Enter below additional surcharges and/or fees not listed above. Designate if subject to the excess revenue percentage limitation. Examples include, but are not limited to, arrest costs and witness fees.	
Fines - Excess Revenue	\$4,372.00	Court Automation	\$265.36
Clerk Fee - Excess Revenue	\$336.00	Total Other Disbursements	\$265.36
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Excess Revenue	\$10.36	Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited	\$7,100.00
Bond forfeitures (paid to city) - Excess Revenue	\$355.00	Bond Refunds	\$0.00
Total Excess Revenue	\$5,073.36	Total Disbursements	\$7,100.00
Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)			
Fines - Other	\$1,034.50		
Clerk Fee - Other	\$118.91		
Judicial Education Fund (JEF) <input type="checkbox"/> Court does not retain funds for JEF	\$0.00		
Peace Officer Standards and Training (POST) Commission surcharge	\$37.91		
Crime Victims Compensation (CVC) Fund surcharge - Paid to State	\$270.29		
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Other	\$3.67		
Law Enforcement Training (LET) Fund surcharge	\$74.00		
Domestic Violence Shelter surcharge	\$148.00		
Inmate Prisoner Detainee Security Fund surcharge	\$74.00		
Restitution	\$0.00		
Parking ticket revenue (including penalties)	\$0.00		
Bond forfeitures (paid to city) - Other	\$0.00		
Total Other Revenue	\$1,761.28		

MUNICIPAL DIVISION SUMMARY REPORTING FORM

March 14, 2022
City Council Meeting
Page 17 of 172

I. COURT INFORMATION	Municipality: RAYMORE	Reporting Period: February, 2022
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V. DISBURSEMENTS			
Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)		Other Disbursements cont.	
Fines - Excess Revenue	\$ 71.50		\$
Clerk Fee - Excess Revenue	\$ 12.00		\$
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Excess Revenue	\$ 0.37		\$
Bond forfeitures (paid to city) - Excess Revenue	\$ 0.00		\$
Total Excess Revenue	\$ 83.87		\$
Other Revenue (non-minor traffic and ordinance violations not subject to the excess revenue percentage limitation)			\$
Fines - Other	\$ 704.00		\$
Clerk Fee - Other	\$ 12.00		\$
Judicial Education Fund (JEF) <input checked="" type="checkbox"/> Court does not retain funds for JEF	\$ 0.00		\$
Peace Officer Standard and Training (POST) Commission surcharge	\$ 2.00		\$
Crime Victims Compensation (CVC) Fund surcharge - Paid to State	\$ 14.26		\$
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Other	\$ 0.37		\$
Law Enforcement Training (LET) Fund surcharge	\$ 4.00		\$
Domestic Violence Shelter surcharge	\$ 8.00		\$
Inmate Prisoner Detainee Security Fund surcharge	\$ 4.00		\$
Sheriff's Retirement Fund (SRF) surcharge	\$ 0.00		\$
Restitution	\$ 0.00		\$
Parking ticket revenue (including penalties)	\$ 0.00		\$
Bond forfeitures (paid to city) - Other	\$ 0.00		\$
Total Other Revenue	\$ 748.63	Total Other Disbursements	\$ 0.00
Other Disbursements: Enter below additional surcharges and/or fees not listed above. Designate if subject to the excess revenue percentage limitation. Examples include, but are not limited to, arrest costs, witness fees, and board bill/jail costs.		Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited	\$ 832.50
	\$	Bond Refunds	\$ 0.00
	\$	Total Disbursements	\$ 832.50

MUNICIPAL DIVISION SUMMARY REPORTING FORM

March 14, 2022
City Council Meeting

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

I. COURT INFORMATION		Contact information same as last report <input type="checkbox"/>	
Municipality: RAYMORE		Reporting Period: February, 2022	
Mailing Address: 100 MUNICIPAL CIRCLE	Software Vendor: Tyler Technologies		
Physical Address: 100 MUNICIPAL CIRCLE	County CASS COUNTY	Circuit: 17	
Telephone Number: (816) 331-1712	Fax Number: (816) 331-0634		
Prepared By: ANGELA DAVIS	E-mail Address raymorecourt@raymore.com	iNotes <input type="checkbox"/>	
Municipal Judge(s): ROSS C. NIGRO JR.	Prosecuting Attorney: WILLIAM MARSHALL II		

II. MONTHLY CASELOAD INFORMATION	Alcohol & Drug related Traffic	Other Traffic	Non-Traffic Ordinance
A. Cases (citations / informations) pending at start of month	52	1,091	627
B. Cases (citations / informations) filed	0	0	0
C. Cases (citations / informations) disposed			
1. jury trial (Springfield, Jefferson County, and St. Louis County only)	0	0	0
2. court / bench trial - GUILTY	0	0	0
3. court / bench trial - NOT GUILTY	0	0	0
4. plea of GUILTY in court	0	1	1
5. Violations Bureau Citations (i.e., written plea of guilty) and bond forfeitures by court order (as payment of fines / costs)	0	0	0
6. dismissed by court	0	0	0
7. nolle prosequi	0	0	3
8. certified for jury trial(not heard in the Municipal Division)	0	0	0
9. TOTAL CASE DISPOSITIONS	0	1	4
D. Cases (citations / informations) pending at end of month [pending caseload = (A + B) - C9]	52	1,090	623
E. Trial de Novo and / or appeal applications filed	0	0	0

III. WARRANT INFORMATION (pre- & post-disposition)		IV. PARKING TICKETS	
1. # Issued during reporting period	3	# Issued during period	0
2. # Served/withdrawn during reporting period	315	<input checked="" type="checkbox"/> Court staff does not process parking tickets	
3. # Outstanding at end of reporting period	1,212		

Office of State Courts Administrator, Statistics, 2112 Industrial Drive, P.O. Box 104480, Jefferson City, MO 65110

Consent Agenda

THE RAYMORE CITY COUNCIL MET IN REGULAR SESSION ON MONDAY, FEBRUARY 28, 2022 IN COUNCIL CHAMBERS AT 100 MUNICIPAL CIRCLE, RAYMORE, MISSOURI. MEMBERS PRESENT: MAYOR TURNBOW, COUNCILMEMBERS ABDELGAWAD, BERENDZEN, BURKE, III, CIRCO, HOLMAN, TOWNSEND, AND WILLS-SCHERZER. ALSO PRESENT: CITY MANAGER JIM FEUERBORN, CITY ATTORNEY JONATHAN ZERR, AND CITY CLERK ERICA HILL.

- 1. Call to Order.** Mayor Turnbow called the meeting to order at 7:00 p.m.
- 2. Roll Call.** City Clerk Erica Hill called roll; quorum present to conduct business. Councilmember Barber was absent.
- 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. He announced that the City has achieved APWA Full Accreditation for the second time, expiring in July 2025.

Parks and Recreation Director Nathan Musteen provided a review of the staff report included in the Council packet. He announced that the City has received an award from APWA for a small city award for small historical structures for TB Hannah Station and will automatically be nominated for the national award.

Communications Manager Melissa Harmer announced that the TextMyGov text line is now operational.

City Planner Dylan Eppert reviewed the status of the Comprehensive Plan and the next steps in the process.

City Manager Jim Feuerborn announced the March 7 meeting will be a special meeting that will move directly into Executive Session. He requested that Item F be removed from the agenda. He announced that Moody's has reassigned an AA2 rating to the City for the upcoming Bond issuance. He also announced the City has once again received the Certificate of Achievement for Excellence in Financial Reporting.

- 7. Committee Reports.**
- 8. Consent Agenda.**
- A. City Council Meeting minutes, February 14, 2022**

B. Resolution 22-09: Harold Estates Gravity Sewer Project - Acceptance and Final Payment

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

DISCUSSION: None

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

9. Unfinished Business.

A. Reclassification of Zoning - Grube Property M-1 to R-3A

BILL 3684: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AMENDING THE ZONING MAP FROM M-1 'LIGHT INDUSTRIAL DISTRICT' TO R-3A 'MULTIPLE-FAMILY RESIDENTIAL DISTRICT,' A 9.94-ACRE TRACT OF LAND LOCATED SOUTH OF DAWN STREET, EAST OF SUNRISE DRIVE, IN RAYMORE, CASS COUNTY, MISSOURI."

City Clerk Erica Hill conducted the second reading of Bill 3684 by title only.

MOTION: By Councilmember Townsend, second by Councilmember Holman to approve the second reading of Bill 3684 by title only.

DISCUSSION: None

VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Barber	Absent
	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 3684 as **Raymore City Ordinance 2022-010.**

B. Sendera First Plat

BILL 3685: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, APPROVING THE SENDERA FIRST PLAT."

City Clerk Erica Hill conducted the second reading of Bill 3685 by title only.

MOTION: By Councilmember Townsend, second by Councilmember Holman to approve the second reading of Bill 3685 by title only.

DISCUSSION: None

VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Barber	Absent
	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 3685 as **Raymore City Ordinance 2022-011.**

C. Sendera Second Plat

BILL 3686: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, APPROVING THE SENDERA SECOND PLAT."

City Clerk Erica Hill conducted the second reading of Bill 3686 by title only.

MOTION: By Councilmember Townsend, second by Councilmember Holman to approve the second reading of Bill 3686 by title only.

DISCUSSION: None

VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Barber	Absent
	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 3686 as **Raymore City Ordinance 2022-012.**

D. Amending City Code Chapter 605.010 - Annual License Required

BILL 3687: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AMENDING SECTION 605.010 OF THE RAYMORE CITY CODE OF ORDINANCES."

City Clerk Erica Hill conducted the second reading of Bill 3687 by title only.

MOTION: By Councilmember Townsend, second by Councilmember Holman to approve the second reading of Bill 3687 by title only.

DISCUSSION: None

VOTE:

Councilmember Abdelgawad	Aye
Councilmember Barber	Absent
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 3687 as **Raymore City Ordinance 2022-013**.

E. PlayPower Contract Award - Hawk's Nest All-Inclusive Playground

BILL 3690: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH PLAYPOWER LT FARMINGTON, INC. FOR CONSTRUCTION OF THE HAWK'S NEST, AN ALL INCLUSIVE PLAYGROUND AT HAWK RIDGE PARK."

City Clerk Erica Hill conducted the second reading of Bill 3690 by title only.

MOTION: By Councilmember Townsend, second by Councilmember Holman to approve the second reading of Bill 3690 by title only.

DISCUSSION: None

VOTE:

Councilmember Abdelgawad	Aye
Councilmember Barber	Absent
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 3690 as **Raymore City Ordinance 2022-014.**

F. Budget Amendment - Hawk's Nest All-Inclusive Playground

BILL 3691: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING AN AMENDMENT TO PARK FUND 25 FOR THE HAWK'S NEST ALL INCLUSIVE PLAYGROUND."

City Clerk Erica Hill conducted the second reading of Bill 3691 by title only.

MOTION: By Councilmember Townsend, second by Councilmember Holman to approve the second reading of Bill 3691 by title only.

DISCUSSION: None

VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Barber	Absent
	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 3691 as **Raymore City Ordinance 2022-015.**

G. Award of Contract - Blue Cedar Landscape Inc.

BILL 3692: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH BLUE CEDAR LANDSCAPE FOR LANDSCAPING SERVICES AT CENTERVIEW."

City Clerk Erica Hill conducted the second reading of Bill 3692 by title only.

MOTION: By Councilmember Townsend, second by Councilmember Holman to approve the second reading of Bill 3692 by title only.

DISCUSSION: None

VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Barber	Absent
	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 3692 as **Raymore City Ordinance 2022-016.**

H. Award of Contract - City Attorney

BILL 3688: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, APPOINTING KAPKE & WILLERTH, LLC AS THE CITY ATTORNEY AND SPECIAL PROSECUTOR AND AUTHORIZING THE EXECUTION OF A CONTRACT FOR SERVICES."

City Clerk Erica Hill conducted the second reading of Bill 3688 by title only.

MOTION: By Councilmember Townsend, second by Councilmember Holman to approve the second reading of Bill 3688 by title only.

DISCUSSION: None

VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Barber	Absent
	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 3688 as **Raymore City Ordinance 2022-017.**

I. Award of Contract - City Prosecutor

BILL 3689: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, APPOINTING WILLIAM N. MARSHALL III AS THE CITY PROSECUTOR AND AUTHORIZING THE EXECUTION OF A CONTRACT FOR SERVICES."

City Clerk Erica Hill conducted the second reading of Bill 3689 by title only.

MOTION: By Councilmember Townsend, second by Councilmember Holman to approve the second reading of Bill 3689 by title only.

DISCUSSION: None

VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Barber	Absent
	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 3689 as **Raymore City Ordinance 2022-018**.

10. New Business.

A. On-call Materials Testing Services

BILL 3693: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH GEOTECHNOLOGY INC TO PROVIDE ON-CALL MATERIALS TESTING SERVICES."

City Clerk Erica Hill conducted the first reading of Bill 3693 by title only.

Public Works Director Mike Krass provided a review of the staff report included in the Council packet. The City's Public Works Department has an occasional need for professional materials testing and geo-technical services such as soil borings and asphalt and concrete testing associated with CIP projects. Staff has reviewed the statement of qualifications submitted and recommends the City retain the services of Geotechnology, Inc to provide On Call Materials Testing Services for a three year period. He answered questions from Council.

MOTION: By Councilmember Townsend, second by Councilmember Holman to approve the first reading of Bill 3693 by title only.

DISCUSSION: None

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

B. Dean Ave/N Cass Intersection Improvements

BILL 3694: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH WILSON & COMPANY FOR THE DEAN AVE/N CASS PARKWAY TRAFFIC SIGNAL DESIGN INTERSECTION IMPROVEMENTS PROJECT, CITY PROJECT NUMBER 22-389-301, IN THE AMOUNT OF \$109,830.50 AND AUTHORIZING

THE CITY MANAGER TO APPROVE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS.”

City Clerk Erica Hill conducted the first reading of Bill 3694 by title only.

Public Works Director Mike Krass provided a review of the staff report included in the Council packet. The Dean Avenue/North Cass Parkway Intersection Improvement project is included in the FY 2022 Capital Improvement Program. The proposed improvements to the intersection include a traffic signal, southbound right turn lane on Dean Avenue, other modifications to the intersection to accommodate truck traffic entering and leaving the Raymore Commerce Center. The traffic signal design will include interconnecting the proposed signal with the existing signals on the I-49 ramps. Staff reviewed the statement of qualifications submitted and recommends the City retain the services of Wilson & Company to provide design services for the Dean Ave/N Cass Pkwy Traffic Signal Design Intersection Improvements Project.

MOTION: By Councilmember Townsend, second by Councilmember Holman to approve the first reading of Bill 3694 by title only.

DISCUSSION: None

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

C. Brookside Tenth Final Plat - Replat of Tract Y

BILL 3695: “AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, APPROVING THE BROOKSIDE TENTH FINAL PLAT - REPLAT OF TRACT Y.”

City Clerk Erica Hill conducted the first reading of Bill 3695 by title only.

Development Services Director Jim Cadoret provided a review of the staff report included in the Council packet that explains Items C, D, and E. On July 29, 2020 City Council approved the 1st amendment to the Brookside Tenth Plat Development Agreement. The agreement stipulated requirements of Brookside Builders regarding the construction of a trailside parking lot and improvements. In return, the City was to transfer ownership of Tract Y in Brookside Tenth Plat to Brookside Builders and the Brookside Homes Association. Staff is now requesting final plat approval for Brookside Tenth - Replat of Tract Y. The replat creates a new Tract AA that can be transferred to the Brookside Homes Association for use as a common area tract. The remaining portion of Tract Y will be transferred to Brookside Builders LLC for

use as a common area tract. If approved, Bills 3696 and 3697 authorize the transfers of ownership.

Councilmember Burke asked if the surrounding homes are part of Cedar Ridge or Brookside. Mr. Cadoret stated they are part of the Brookside subdivision.

MOTION: By Councilmember Townsend, second by Councilmember Holman to approve the first reading of Bill 3695 by title only.

DISCUSSION: None

VOTE:

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

D. Transfer of Lot 422 in Brookside Tenth Plat to Brookside Builders LLC

BILL 3696: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE A QUITCLAIM DEED TO BROOKSIDE BUILDERS LLC FOR LOT 422, BROOKSIDE TENTH FINAL PLAT, A REPLAT OF TRACT X AND TRACT Y."

City Clerk Erica Hill conducted the first reading of Bill 3696 by title only.

MOTION: By Councilmember Townsend, second by Councilmember Holman to approve the first reading of Bill 3696 by title only.

DISCUSSION: None

VOTE:

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

E. Transfer of Tract Y to Brookside Builders LLC

BILL 3697: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE A QUITCLAIM DEED TO

BROOKSIDE BUILDERS LLC FOR TRACT Y, BROOKSIDE TENTH FINAL PLAT, REPLAT OF TRACT Y.”

City Clerk Erica Hill conducted the first reading of Bill 3697 by title only.

MOTION: By Councilmember Townsend, second by Councilmember Holman to approve the first reading of Bill 3697 by title only.

DISCUSSION: None

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

F. Item F was removed from the agenda to be considered at a later date.

G. General Obligation Refunding Bonds, Series 2022

BILL 3699: “AN ORDINANCE AUTHORIZING THE ISSUANCE OF THE CITY OF RAYMORE, MISSOURI, GENERAL OBLIGATION REFUNDING BONDS, SERIES 2022 AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS BY THE CITY.”

City Clerk Erica Hill conducted the first reading of Bill 3699 by title only.

Special Bond Counsel Todd Goffoy provided a review of the staff report included in the Council packet. The 2012 GO Bond Issue becomes callable on March 1, 2022. The GO Bond Refunding Series 2022 Issue will be a net present value benefit to the City of approximately \$233,000 or 3.2% of the \$7,280,000 that is callable. Piper, Sandler & Co. considers anything over 3% to be beneficial. 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 2022 bonds has been set to an amount so that the City qualifies for bank-qualification. The 2022 General Obligation Refunding Bonds are expected to be sold via an electronic competitive sale method the morning of March 14 and Piper, Sandler & Co. will be serving as the City’s financial advisor.

Councilmember Townsend asked if the bond sale doesn’t bring an acceptable amount, does the City have to sell. Mr. Goffoy stated that it can be canceled prior to the sale or postponed.

MOTION: By Councilmember Townsend, second by Councilmember Holman to approve the first reading of Bill 3699 by title only.

DISCUSSION: None

VOTE:

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

Councilmember Holman recused himself from the dais for Item H as Honeywell FM&T is his current employer.

H. Memorandum of Understanding - Honeywell FM&T Use of Gun Range (Emergency Reading)

BILL 3700: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE MAYOR TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH HONEYWELL FM&T FOR THE USE OF THE RAYMORE FIRING RANGE AND DECLARING THIS AS AN EMERGENCY READING."

City Clerk Erica Hill conducted the first reading of Bill 3700 by title only.

City Attorney Jonathan Zerr provided a review of the staff report included in the Council packet. Bill 3700 establishes a Memorandum of Understanding (MOU) between the City and Honeywell FM&T Protective Force for the use of the Raymore gun range. Due to the sudden non-availability of the range that Honeywell had access to, they requested that this be done as an emergency reading to allow them to keep their qualifications in place for their protective force.

MOTION: By Councilmember Townsend, second by Councilmember Burke to approve the first reading of Bill 3700 by title only.

DISCUSSION: None

VOTE:

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

Mayor Turnbow declared Bill 3700 as an emergency and called for the second reading in its entirety.

City Clerk Erica Hill conducted the second reading of Bill 3700 in its entirety.

MOTION: By Councilmember Townsend, second by Councilmember Burke to approve the second reading of Bill 3700 in its entirety.

DISCUSSION: None

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

Mayor Turnbow announced the motion carried and declared Bill 3700 as **Raymore City Ordinance 2022-019**.

Councilmember Holman returned to the dais.

11. Public Comment.

12. Mayor/Council Communication.

Mayor Turnbow and Councilmembers congratulated staff on the numerous awards and accolades recently achieved and wished Development Services Director Jim Cadoret success in his future endeavors.

Councilmember Abdelgawad noted that Officer Hornbeck was named CIT Officer of the Year.

Councilmember Holman noted the passing of former Circuit Court Judge Carl Gum.

13. Adjournment.

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

DISCUSSION: None

VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Barber	Absent
	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 7:55 p.m.

Respectfully submitted,

Erica Hill
City Clerk

THE RAYMORE CITY COUNCIL MET IN SPECIAL SESSION ON MONDAY, MARCH 7, 2022 IN COUNCIL CHAMBERS AT 100 MUNICIPAL CIRCLE, RAYMORE, MISSOURI. MEMBERS PRESENT: MAYOR TURNBOW, COUNCILMEMBERS ABDELGAWAD, BERENDZEN, BURKE, III, CIRCO, HOLMAN, AND WILLS-SCHERZER. ALSO PRESENT: CITY MANAGER JIM FEUERBORN, CITY ATTORNEY JONATHAN ZERR, AND CITY STAFF.

- 1. Call to Order** Mayor Turnbow called the meeting to order at 7:00 p.m.
- 2. Roll Call** City Attorney Jonathan Zerr called roll; quorum present to conduct business. Councilmember Townsend was absent.

3. Pledge of Allegiance

4. Executive Session

MOTION: By Councilmember Holman, second by Councilmember Abdelgawad to adjourn to Executive Session to discuss real estate acquisition matters as authorized by §610.021 (2).

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

The regular meeting of the Raymore City Council adjourned to Executive Session at 7:02 p.m.

1. Adjournment.

MOTION: By Councilmember Holman, second by Councilmember Abdelgawad 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	Absent
	Councilmember Wills-Scherzer	Aye

The regular meeting of the Raymore Council adjourned at 8:05 p.m.

Respectfully submitted,

Jonathan Zerr
City Attorney

Unfinished Business



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: February 28, 2022

SUBMITTED BY: Mike Krass

DEPARTMENT: Public Works

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

TITLE / ISSUE / REQUEST

Bill 3693 - On Call Materials Testing Services

STRATEGIC PLAN GOAL/STRATEGY

4.1 Provide Exceptional Service

FINANCIAL IMPACT

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

PROJECT TIMELINE

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

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

Contract

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

The City's Public Works Department has an occasional need for professional materials testing and geo-technical services such as soil borings and asphalt and concrete testing associated with CIP projects.

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

Kaw Valley
Intertek PSI
Olsson
Terracon
Geotechnology

Staff has reviewed the statement of qualifications submitted and recommends the City retain the services of Geotechnology, Inc to provide On Call Materials Testing Services for a three year period.

BILL 3693

ORDINANCE

“AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH GEOTECHNOLOGY INC TO PROVIDE ON-CALL MATERIALS TESTING SERVICES.”

WHEREAS, the City has occasional needs for professional materials testing services; and

WHEREAS, the staff publicly advertised for On-Call Materials Testing Services; and

WHEREAS, staff reviewed the proposals submitted and found that the proposal of Geotechnology, Inc was the best of the proposals submitted.

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

Section 1. The City Manager is hereby directed to enter into a guaranteed pricing contract with Geotechnology Inc to provide On-Call Materials Testing Services.

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

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

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

DULY READ THE FIRST TIME THIS 28TH DAY OF FEBRUARY, 2022.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 14TH DAY OF MARCH, 2022, BY THE FOLLOWING VOTE:

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

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature



CITY OF RAYMORE
CONTRACT FOR PROFESSIONAL SERVICES

On Call Material Testing

AGREEMENT FOR PROVISION OF THE FOLLOWING SERVICES

Agreement made this 14th day of March, 2022 between Geotechnology Inc., an entity organized and existing under the laws of the State of Kansas, with its principal office located at 5055 Antioch Road, Overland Park, Kansas 66203, hereafter referred to as the **Consultant**, and The City of Raymore, Missouri, a Charter City organized and existing under the laws of the State of Missouri, with its principal office located at 100 Municipal Circle, Raymore, Missouri, hereafter referred to as the **City**.

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

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

This contract is effective as of March 14, 2022 and coincidental with the City Manager's signature and attestation by the City Clerk and shall remain in effect as described within the attachments.

ARTICLE I
THE WORK

Consultant agrees to perform all work and provide all deliverables as specified in and according to the Request for Qualifications/Quote RFQu #22-002 and the General Terms and Conditions in Appendix B, commonly referred to as Contract Terms and Conditions and according to the Contract Agreement set forth here. Consultant agrees to provide all labor, materials, tools, permits, and/or professional services and perform the contracted work in accordance with all specifications, terms and conditions as set forth within RFQu # 22-002 including insurance and termination clauses as needed or required. The work as specified in Appendix A, may commence upon the signing of this contract and scheduling and approval of the City.

ARTICLE II TIME OF COMMENCEMENT AND COMPLETION

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

ARTICLE III CONTRACT SUM AND PAYMENT

Payment and Fee Schedules attached.

ARTICLE IV CONTRACT PAYMENT

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

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

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

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

ARTICLE V INSURANCE REQUIREMENTS

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

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

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

ARTICLE VI RESPONSIBILITIES

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

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

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

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

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

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

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

ARTICLE VII TERMINATION OF AGREEMENT

With Cause – If Contractor fails to perform his duties as specified in this contract, the City through its appointed representative shall notify the Contractor to correct any default under the terms of this contract. Such notification may be made in writing, and delivered via regular, certified facsimile or email. If the Contractor fails to correct any

default after notification of such default, the City shall have the right to immediately terminate this agreement by giving the Contractor ten (10) days written notice, and delivered via regular, certified facsimile or e-mail.

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

ARTICLE VIII CONTRACT DISPUTES AND MEDIATION

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

ARTICLE IX WARRANTY

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

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

ARTICLE X AFFIDAVIT of WORK AUTHORIZATION

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

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

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

ARTICLE XI
ENTIRE AGREEMENT

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

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

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

SEAL)

THE CITY OF RAYMORE, MISSOURI

By: _____
Jim Feuerborn, City Manager

Attest: _____
Erica Hill, City Clerk

SEAL)

GEOTECHNOLOGIES INC.

By: *Don H*

Title: OPERATIONS MANAGER

Attest: *Jim S. James*

Appendix A
Scope of Services

Attached.

Appendix B General Terms and Conditions

A. Procedures

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

B. Contract Period

This contract is for services provided in a one year period beginning March 1, 2022 and ending February 28, 2023. This term shall automatically extend for two additional one-year periods under the same terms and conditions unless one or both parties submit notice as described below to cancel the agreement.

C. Insurance

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

1. General Liability

Owners and Protective Liability.

Minimum Limits

General Liability:

\$2,000,000 Each Occurrence Limit

D. Hold Harmless Clause

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

E. Exemption from Taxes

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

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

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

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

G. *Invoicing and Payment*

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

H. *Cancellation*

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

I. *Contractual Disputes*

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

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

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

J. *Severability*

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

K. *Applicable Laws*

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

L. *Drug/Crime Free Work Place*

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

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

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

M. *Inspection*

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

N. *No Escalation of Fees*

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

O. *Permits*

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

P. *Release of Information*

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

Q. *Rejection of Bids*

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

R. *Affidavit of Work Authorization and Documentation:*

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

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

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

QUALIFICATION FORM A

PROPOSAL VALIDITY AND COMMITMENT TO SIGN AGREEMENTS

I (authorized agent) Duane Kreuger, R.G. having authority to act on behalf of (Company name) Geotechnology, LLC do hereby acknowledge that (Company name) Geotechnology, LLC will be bound by all terms, costs, and conditions of this proposal for a period 90 days from the date of submission; and commit to sign the Agreements.

FIRM NAME: Geotechnology, LLC

ADDRESS: 11816 Lackland Road, Suite 150
Street

ADDRESS: St. Louis Missouri 63146
City State Zip

PHONE: 314-997-7440

E-MAIL: dkreuger@geotechnology.com

DATE: JANUARY 4, 2022 Duane Kreuger / OPERATIONS MANAGER
(Month-Day-Year) Signature of Officer/Title

DATE: _____
(Month-Day-Year) Signature of Officer/Title

Indicate Minority Ownership Status of Bidder (for statistical purposes only):
Check One:
 MBE (Minority Owned Enterprise)
 WBE (Women Owned Enterprise)
 Small Business

QUALIFICATION FORM B
RFQu 22-002

DISCLOSURES

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

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

**With respect to workplace safety laws, this statement is limited to willful federal or state safety law violations.*
9. Has the Firm or its owners, officers, directors or managers been the subject of any criminal indictment or criminal investigation concerning any aspect of the Firm's business? Yes ___ No X
10. Has the Firm been the subject to any bankruptcy proceeding? Yes ___ No X

Legal Matters

1. Claims, Judgments, Lawsuits: Are there or have there been any claims, judgments, lawsuits or alternative dispute proceedings involving the Firm in the past 48 months?

Yes No If yes, provide details in an attachment.

2. Complaints, Charges, Investigations: Is the Firm currently or has the firm been the subject of any complaint, investigation or other legal action for alleged violations of law pending before any court or governmental agency within the past 48 months ?

Yes No If yes, provide details in an attachment.

Required Representations

In submitting this RFQu, the Firm makes the following representations, which it understands are required as a condition of performing the Contract Work and receiving payment for the same.

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

QUALIFICATION

Answer to Form B, Question 2, Disclosures

Because of certain safety metrics associated with the 2017 calendar year, Geotechnology has not met safety prequalification thresholds for a very small number of private enterprises.

Answer to Form B, Question 2, Legal Matters

Geotechnology is currently involved in litigation of one matter associated with our professional services. In this matter, Geotechnology strongly denies any wrongdoing and is aggressively defending our position. Details of this matter are as follows:

- A company not party to a contractual relationship with Geotechnology is claiming restitution for damages that were incurred as part of the partial failure of a soldier pile wall that was designed by Geotechnology. Geotechnology also provided limited construction materials testing for said installation. There is strong evidence indicating that the changing of the slope configuration and the inappropriate operation of heavy construction equipment on the back side of the wall post-construction are the direct and proximate causes for the wall's failure. Nonetheless, the company is claiming damages against Geotechnology. Geotechnology and its counsel are aggressively defending our position that we were in no way at fault in this matter.

QUALITY

INTEGRITY

RESPONSIVENESS

PARTNERSHIP

OPPORTUNITY

SAFETY

St. Louis, MO | Erlanger, KY | Memphis, TN
Overland Park, KS | Cincinnati, OH | Fairview Heights, IL | Lexington, KY
Dayton, OH | Oxford, MS | Jonesboro, AR



QUALIFICATION FORM C RFQu 22-002

EXPERIENCE / REFERENCES

Please provide a minimum of five references where your firm has performed similar work to what is being requested in the RFQu and within the past 12 months. Please include ONLY the following information:

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

*Please list any Municipalities that you have done work for in the past 48 months.

COMPANY NAME	City of Raymore
ADDRESS	100 Municipal Circle, Raymore, Missouri 64083
CONTACT PERSON	Mike Krass / Edward leans
CONTACT EMAIL	mkrass@raymore.com / eieans@raymore.com
TELEPHONE NUMBER	816-331-2377
PROJECT, AMOUNT AND DATE COMPLETED	<ul style="list-style-type: none"> • Miscellaneous On-Call Projects, \$49,700 billed, 2018-2021, completed On-going

COMPANY NAME	City of Blue Springs
ADDRESS	903 Main Street, Blue Springs, Missouri 640155
CONTACT PERSON	Jeff Sell (Woods Chapel), Chris Sandie (Public Safety)
CONTACT EMAIL	jsell@bluespringsgov.com / csandie@bluespringsgov.com
TELEPHONE NUMBER	816-228-0205
PROJECT, AMOUNT AND DATE COMPLETED	<ul style="list-style-type: none"> • Roanoke Drive, \$15,300 billed, completed August 2020 • Eagle Ridge Village, \$500 billed, completed July 2020 • Keystone Drive Improvements, \$2,700 billed, completed February 2021

COMPANY NAME	George Butler Associates, Inc.
ADDRESS	9801 Renner Boulevard, Lenexa, Kansas 66219
CONTACT PERSON	Brian Bosak
CONTACT EMAIL	bbosak@gbateam.com
TELEPHONE NUMBER	913-577-8260
PROJECT, AMOUNT AND DATE COMPLETED	<ul style="list-style-type: none"> • Turner Diagonal, \$154,900 billed, Completed 2021 • Mo. Hwy 350 & Raytown Road Intersection, \$14,800 billed, completed September 2021

COMPANY NAME	City of Lawrence
ADDRESS	6 East 6th Street, Lawrence, Kansas 66044
CONTACT PERSON	Steve Lashley
CONTACT EMAIL	slashley@lawrenceks.org
TELEPHONE NUMBER	785-832-3000
PROJECT, AMOUNT AND DATE COMPLETED	<ul style="list-style-type: none"> • Miscellaneous On-Call Projects, \$129,000 billed, 2018-2021, completed On-going

COMPANY NAME	Burns & McDonnell
ADDRESS	9400 Ward Parkway, Kansas City, Missouri 64114
CONTACT PERSON	Ronnie Williams
CONTACT EMAIL	rwilliams@burnsmcd.com
TELEPHONE NUMBER	816-333-9400
PROJECT, AMOUNT AND DATE COMPLETED	<ul style="list-style-type: none"> • Leavenworth Road Improvements, \$180,000 billed (to date), completed On-going

COMPANY NAME	Radmacher Brothers Excavating Company, Inc.
ADDRESS	2201 North State Route 7 Hwy, Suite B, Pleasant Hill, Missouri 64080
CONTACT PERSON	Ed Andres
CONTACT EMAIL	eandres@radbroex.com
TELEPHONE NUMBER	816-540-3614
PROJECT, AMOUNT AND DATE COMPLETED	<ul style="list-style-type: none"> • I-435 South Loop Link JJ4I2337, \$294,000 billed, completed June 2020

State the number of Years in Business: 37

State the current number of personnel on staff: 212



2022-2023 SCHEDULE OF FIELD AND LABORATORY SERVICES AND FEES
CONSTRUCTION MATERIALS TESTING
KANSAS CITY

TERMS: Services are provided in accordance with Geotechnology's Terms. A signed copy of the Terms must be on file with Geotechnology prior to performance of services and will apply to all services on all projects until such time as the Terms are reissued or withdrawn. Rates given on this Fee Schedule are for work performed through the 2018 calendar year. For work performed beyond calendar year 2018, rates in effect at that time will apply. **Time and mileage charges are portal to portal. Overtime rates for each category will be invoiced at 1.5 times the hourly rates listed. Overtime will be charged for each hour in excess of 8 hours per day on weekdays, each hour worked on weekends and holidays, and all second and third shift work. Personnel services conducted in the field are subject to a 3-hour minimum (cylinder/sample pick-ups have a 1-hour minimum) charge. Project management/administration costs are typically 15 to 18 percent of field services. A minimum of 8 hours per shift will be charged per employee for all second and third shift work.**

FIELD SERVICES AND SPECIAL INSPECTIONS

	<u>Rate</u>	<u>Unit</u>
Soils, Concrete, Asphaltic Concrete	\$ 57.00	per hour
DOT Certified Technician (Soils, Concrete, Asphalt)	\$ 60.00	per hour
Foundation Subgrade and Coring Services	\$ 65.00	per hour
Masonry, PT Stressing, Modular Retaining Wall and Floor Flatness	\$ 70.00	per hour
Structural Steel Observation, EIFS, Fireproofing, Roofing	\$ 90.00	per hour

OFFICE / PROFESSIONAL SERVICES

Staff Engineer/Geologist/Scientist	\$ 80.00	per hour
Project Engineer/Geologist/Scientist	\$ 85.00	per hour
Senior Engineer/Geologist/Scientist	\$ 110.00	per hour
Project Manager	\$ 130.00	per hour
Principal	\$ 185.00	per hour
CADD Operator	\$ 70.00	per hour
Project Administrator/Word Processor	\$ 65.00	per hour

*Fees for services are based on the number of hours expended on project, including travel; by professional, technical, and clerical personnel. For emergency services, expert witness, and litigation, rates will be 50 percent greater. All rates include cost of general health and safety training and monitoring for technical personnel.

Vehicle Trip Charges (Based on distance from our office to project site.)

Zone 6 – 26 to 30 miles	\$ 57.75	per trip
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Equipment Charges

	<u>Rate</u>	<u>Unit</u>
Equipment, per unit (UT, MT, PT, Skidmore, Rebound Hammer, Torque Wrench, Pachometer)	\$ 50.00	per day
Floor Profiler Equipment	\$ 150.00	per day
Nuclear Densometer	\$ 35.00	per day
Asphalt and Concrete Coring (includes bit wear and coring machine)	\$ 175.00	per day
Sand Cone	\$ 15.00	per test

Material Charges

	<u>Rate</u>	<u>Unit</u>
Patching Core Holes	\$ 20.00	each

City of Raymore, Missouri
 On Call Materials Testing
 January 13, 2022

P040384.01

LABORATORY SERVICES

FEES: Laboratory testing services are conducted in general accordance with the referenced standard unless requested otherwise. Laboratory testing prices include electronic delivery, and may include data reduction and plotting. Unless indicated in our proposal, additional charges are applicable for sample storage, materials that required unusual sample handling, or non-standard reporting. Laboratory tests performed on weekends or holidays will be charged at 150% of listed price.

Aggregate Quality Tests (Concrete and Asphalt)

	Rate	Unit
Sieve Analysis, ASTM C 136 and ASTM C 117	\$ 90.00	each
>1" Particle Sieve Analysis	\$ 150.00	each
Material Finer than No. 200 Sieve, ASTM C 117	\$ 55.00	each
Organic Impurities in Fine Aggregate, ASTM C 40	\$ 60.00	each
Light Weight Particles, Coarse, ASTM C 123	\$ 245.00	each
Light Weight Particles, Fine, ASTM C 123	\$ 160.00	each
Clay Lumps and Friable Particles, ASTM C 142	\$ 60.00	each
Void Content of Fine Aggregate, AASHTO T-304	\$ 100.00	each
Plastic Fines in Fine Aggregate (Sand Equivalency), AASHTO T-175	\$ 100.00	each
Fractured Particles in Coarse Aggregate, ASTM D 5821	\$ 90.00	each
Flat and Elongated Particles, ASTM D 4791	\$ 240.00	each
Flat and Elongated Particles, KDOT, KT-59	\$ 210.00	each
Thin or Elongated Particles, MoDOT, ASTM D 4791	\$ 120.00	each
Chert Content Soft/Hard	\$ 135.00	each

Asphaltic Concrete Laboratory Tests

	Rate	Unit
Marshall Tests, with Stability and Flow, ASTM D 6926 and ASTM D 6927	\$ 215.00	each
Marshall Density Only, Set of 3 pills ASTM D 6926	\$ 185.00	each
Extraction/Gradation, ASTM D 2172 and ASTM D 5444	\$ 220.00	each
Theoretical Maximum Specific Gravity, ASTM D 2041	\$ 90.00	each
Unit Density of Cores, ASTM D 2726	\$ 40.00	each
Gyratory Compaction, ASTM D 6925	\$ 270.00	each

Concrete Laboratory Tests

	Rate	Unit
Compressive Strength of Cylinders, ASTM C 39 (cast by Geotechnology)	\$ 18.00	each
Compressive Strength of Cylinders, ASTM C 39 (cast by others)	\$ 30.00	each
Compressive Strength of Concrete Cores, with Density ASTM C 42	\$ 45.00	each
Flexural Strength of Concrete Beams, ASTM C 78	\$ 40.00	each
Trim Irregular Cylinders	\$ 15.00	each
Trim Irregular Cores	\$ 30.00	each
Concrete Core Density	\$ 15.00	each
Concrete Pavement Thickness, ASTM C 174	\$ 25.00	each

Spares are automatically discarded if the 28-day tests are acceptable, unless we are instructed otherwise in writing.

Masonry/Mortar/Grout Tests

	Rate	Unit
Compressive Strength of Grout Prisms, ASTM C 1019	\$ 35.00	each
Compressive Strength of Hollow Masonry Prism, ASTM C1314*	\$ 120.00	each

*Includes Absorption of Block

Soils Laboratory Tests

	Rate	Unit
<u>Index Tests</u>		
Atterberg Limits, ASTM D 4318		
One-point method	\$ 65.00	each
Moisture Content, ASTM D 2216	\$ 6.00	each
Organic Content by Ignition, ASTM D 2974	\$ 55.00	each
Resistivity, ASTM G 57	\$ 175.00	each

City of Raymore, Missouri
 On Call Materials Testing
 January 13, 2022

P040384.01

Grain Size Distribution

Washed Sieve Analysis, ASTM C 136 and ASTM C 117	\$	90.00	each
Hydrometer Test, ASTM D 422	\$	170.00	each
Material Finer than No. 200 Sieve, ASTM C 117	\$	55.00	each

Natural Density

Determine unit weight of specimens sampled by Shelby tube or drive tube	\$	30.00	each
Determine unit weight of irregular shaped specimen (waxed method)	\$	20.00	each

Laboratory Compaction Tests

Standard Proctor, Soil, 4" ASTM D 698	\$	185.00	each
Standard Proctor, Rock, 6" ASTM D 698	\$	210.00	each
Admixture Surcharge	\$	45.00	each

Unconfined Compression, ASTM D 2166

With stress vs. strain plot	\$	80.00	each
Without stress vs. strain plot	\$	65.00	each
Remolded sample, additional	\$	65.00	each

Direct Shear Tests, ASTM D 3080

Drained test on cohesive soil	\$	840.00	each
Drained test on cohesionless soil (tests include 3 points)	\$	470.00	each
Remolded sample, additional	\$	65.00	per set

Triaxial Compression Tests (per point)

Unconsolidated-Undrained (Q test, ASTM D 2850)	\$	95.00	each
Consolidated-Undrained with back pressure saturation to 0.9 and pore pressure measurements (R test, ASTM D 4767)	\$	300.00	each
<i>Note: Includes Mohr circles and stress vs. strain or P-Q plots (Maximum cell pressure 125 psi)</i>			
Multiple stage tests: additional confining pressure	\$	190.00	each
Remolded sample, additional	\$	52.00	each

Falling Head Permeability Test, ASTM D 5084

Shelby tube sample	\$	285.00	each
Remolded sample, additional	\$	65.00	each

Consolidation Test

Incremental – ASTM D 2435 with 8 load & 3 unload increments and e-log P plot	\$	355.00	each
Incremental – ASTM D 2435 with Burmeister loop and e-log plot	\$	450.00	each

Swell and Swell Pressure Tests ASTM D4546

Free swell Method A	\$	440.00	each
Free swell Method B	\$	200.00	each
Free swell Method C	\$	160.00	each

California Bearing Ratio, ASTM D 1883

One point at specified density and moisture	\$	185.00	each
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Rock Mechanics

Unconfined compression			
With stress vs. strain plot	\$	130.00	each
Preparation of NX core sample, including cutting and surface grinding, if required	\$	60.00	each



**2022 DRILLING AND WELL INSTALLATION SERVICES
 KANSAS CITY OFFICE**

Unit Number	Unit Name	Singular Label	Rate
D000	Mobilization > than 40 Miles Away	Mile	7.50
D001	Mobilization/Demobilization - Local	Lump Sum	600.00
D002	Pre-Mobilization Activities	Dollar	1.00
D003	Mobilization	Dollar	1.00
D004	Mobilization	Day	1,900.00
D005	Daily Crew Travel	Day	1,030.00
D006	Air Rotary Mobilization	Lump Sum	1,250.00
D007	ATV Daily Surcharge	Day	150.00
D008	Air Knife	Hour	205.00
D010	Mobilization of Dozer	Mile	10.30
D011	Mobilization of Dozer	Lump Sum	1.00
D012	Geotechnology Dozer On-site Usage	Hour	235.00
D020	Drill Rig & Crew	Hour	185.00
D021	ATV Drill Rig & Crew	Hour	190.00
D022	Drill Rig & Crew Day Rate 1	Day	2,830.00
D023	Drill Rig & Crew Day Rate 2	Day	2,270.00
D024	Standby - Rig & Crew	Hour	180.00
D025	Standby - Rig Only	Hour	155.00
D026	Difficult Move Time	Hour	180.00
D027	Hand Auger Crew	Hour	155.00
D028	Hand Auger Equipment	Day	103.00
D029	Third Crewman	Hour	67.00
D030	Overtime Premium	Man Hour	33.00
D031	Per Diem - Two-Man Crew	Day	350.00
D032	Personnel Per Diem	Day	175.00
D040	Permits	Dollar	1.00
D041	Utilities & Permit Labor	Hour	108.00
D042	Project Management	Hour	125.00
D050	Traffic Control Crew	Hour	165.00
D051	Traffic Control Devices	Day	1.00
D052	Traffic Control	Day	1,750.00
D053	Flagman	Hour	67.00
D090	Vehicle Charge	Day	72.00
D091	Fuel Surcharge	Day	50.00
D092	Mileage for Personnel	Mile	0.82
D099	Lump Sum Billing	Dollar	1,000.00
D100	Thinwall Core Barrel Setup	Location	23.00
D101	Thinwall Pavement Coring	Inch	13.00
D102	Core with Base Thickness Measurement	Each	129.00
D103	Concrete Core With Base Thickness	Each	125.00
D110	Geotechnical Boring-Drilling & Sampling	Foot	15.45
D111	Flight Auger Drilling - 4-in.	Foot	9.80
D112	Rock Sounding	Each	113.00
D113	Rubble or Concrete Drilling	Hour	190.00
D114	Rotary or Coring Setup Charge	Each	98.00
D120	Hollow Stem Auger Drilling - 2-1/4-in.	Foot	9.25
D121	Hollow Stem Auger Drilling - 3-1/4-in.	Foot	10.30
D122	Hollow Stem Auger Drilling - 3-3/4-in.	Foot	11.35
D123	Hollow Stem Auger Drilling - 4-1/4-in.	Foot	12.35
D124	Hollow Stem Auger Drilling - 6-1/4-in.	Foot	18.00
D125	Hollow Stem Auger Drilling - 8-1/4-in.	Foot	23.25
D126	Hollow Stem Auger Drilling - 10-1/4-in.	Foot	30.00
D130	Rotary Wash - Soil 4-in.	Foot	11.50
D131	Rotary Wash - Soil 6-in.	Foot	17.00
D132	Rotary Wash - Rock 3-in.	Foot	21.00
D133	Rotary Wash - Rock 5-in.	Foot	28.00
D140	Air Rotary - 6-in.	Foot	24.00
D141	Air Rotary - 8-in.	Foot	26.75
D142	Air Rotary - 10-in.	Foot	31.00

Unit Number	Unit Name	Singular Label	Rate
D150	Drilling Depth Surcharge 51-100 ft.	Foot	5.15
D151	Drilling Depth Surcharge 101-150 ft.	Foot	9.25
D152	Drilling Depth Surcharge 151-200 ft.	Foot	11.30
D160	Continuous Sampler/Angle Boring Setu	Each	108.00
D161	Angle Boring Surcharge 3-1/4 - 4-1/4-in.	Foot	11.85
D162	Angle Boring Surcharge 6-1/4 - 8-1/4-in.	Foot	18.00
D170	Casing 3-in. or 4-in.	Foot	6.70
D171	NW Casing Advancer	Foot	13.40
D172	HW Casing Advancer	Foot	18.00
D200	Standard Penetration Test	Each	14.45
D201	Thin Walled Tube 3-in.	Each	36.05
D202	Piston Tube Sample 3-in.	Each	145.00
D210	CME Continuous Sampler 3-in. or 4-in.	Foot	5.15
D211	CME Continuous Sampler 6-in.	Foot	9.80
D212	CME Continuous Sampler 8-in.	Foot	11.85
D220	Bulk Sample	Each	36.00
D238	DPT Mobilization	Lump Sum	
D239	DPT Mobilization > 40 Miles	Mile	
D240	DPT Sampling	Hour	190.00
D241	DPT Sampling and Well Installation	Day	
D242	3/4-in. Temp Well/Piezo with PP Screen	Foot	
D243	3/4-in. Temp Well/Piezo with PP Screen	Each	
D244	2-in. MW with PP Screen	Foot	
D245	2-in. MW with PP Screen	Each	
D246	Soil Vapor Implants	Dollar	
D250	Brass Liners	Each	10.30
D260	Sampling Depth Surcharge 51-100 ft.	LF	9.25
D261	Sampling Depth Surcharge 101-150 ft.	Each	31.00
D262	Sampling Depth Surcharge 151-200 ft.	Each	41.20
D270	Vane Shear Testing	Hour	185.00
D271	Calibrated Vane Shear Equipment	Day	185.00
D300	NQ Coring	Foot	41.00
D301	HQ Coring	Foot	43.25
D302	PQ Coring	Foot	51.50
D303	Wood Core Box	Each	36.05
D304	Cardboard Core Box	Each	7.75
D310	Coring of Completed Shaft	Linear Ft	41.20
D311	Pier Probe	Each	10.30
D312	Foundation Inspection Hole	Foot	
D400	Borehole Patching	Each	22.75
D401	Bent. Grout Backfill up to 8-in. Hole	Foot	7.25
D402	Bent. Grout Backfill 8 to 12-in. Hole	Foot	10.30
D403	Cement Bentonite Grout up to 8-in. Ho	Foot	10.30
D404	Cement Bentonite Grout 8 to 12-in. Ho	Foot	14.00
D410	Cement	Bag	17.50
D411	Pre-Mix Concrete	Bag	10.90
D412	Bentonite - Powder or Granular	Bag	11.30
D413	Bentonite Grout	Bag	18.55
D500	CPT Rig Mobilization/Demobilization	Dollar	1.00
D501	CPT Rig & Crew Rate 1	Day	3,090.00
D502	CPT Rig & Crew Rate 2	Day	3,400.00
D503	Data Reductions	Dollar	1.00
D504	CPTU Sounding, 0-100 ft. bgs	Linear Ft	8.75
D505	CPTU Sounding, 101-200 ft. bgs	Linear Ft	10.80
D506	Dissipation Testing	1/4 Hour	86.50
D507	Seismic Shear & Compression Testing	Sounding	325.00
D508	Sealing of CPT Sounding	Linear Ft	1.00
D509	Tremie Grout CPT Sounding	Linear Ft	4.65

City of Raymore, Missouri
 On Call Materials Testing
 January 13, 2022

P040384.01

Unit Number	Unit Name	Singular Label	Rate
D601	PVC Riser 2-in.	Foot	5.15
D602	PVC Screen 2-in.	Foot	6.70
D603	304 Stainless Steel Riser 2-in.	Foot	19.60
D604	304 Stainless Steel Screen 2-in.	Foot	72.00
D605	304 Stainless Steel Caps & Plugs 2-in.	Each	78.25
D606	PVC Riser 4-in.	Foot	8.50
D607	PVC Screen 4-in.	Foot	9.80
D608	304 Stainless Steel Riser 4-in.	Foot	54.60
D609	304 Stainless Steel Screen 4-in.	Foot	65.00
D610	304 Stainless Steel Caps & Plugs 4-in.	Each	105.00
D611	Well Installation 0-50 ft., 2-in.	Foot	18.50
D612	Well Installation 50-100 ft., 2-in.	Foot	19.60
D613	Well Installation 100-150 ft., 2-in.	Foot	23.75
D614	Well Installation 0-50 ft., 4-in.	Foot	21.75
D615	Well Installation 50-100 ft., 4-in.	Foot	23.70
D616	2-in. PVC Well, Installed	Foot	23.70
D617	1-in. Piezometer, Installed	Foot	18.55
D618	Packer Testing	Hour	190.00
D619	Packer Testing Equipment	Day	206.00
D620	Well Development Labor	Hour	190.00
D621	Well Development Equipment	Day	230.00
D622	Well Installation Report	Well	225.00
D623	Abandonment Report	Each	185.00
D624	Temp Well Installation 1-in.	Linear Ft	6.20
D625	Temp Well Removal 1-in.	Linear Ft	5.15
D626	Well Abandonment (In Place)	Linear Ft	7.25
D627	Well Abandonment (Pipe Removed)	Linear Ft	15.45
D628	Inclinometer, 2.75-in. OD in Ex. Boring	Foot	23.70
D629	Inclinometer, 3.34-in. OD in Ex. Boring	Foot	25.75
D630	Seismic Casing, Installed in Ex. Boring	Foot	22.00
D631	VW Piezometer, Installed in Ex. Boring	Foot	20.60

Unit Number	Unit Name	Singular Label	Rate
D700	Portable Generator	Day	93.00
D701	Steam Cleaner & Water Tank	Day	113.00
D702	Centrifugal Pump	Day	62.00
D703	Cement Mixer	Day	62.00
D704	Grout Pump	Day	113.00
D705	HP Air Compressor	Day	775.00
D706	Mobilization - Air Compressor	Dollar	1.00
D707	Light Plant	Day	165.00
D708	Water Truck	Day	103.00
D709	Water Truck Mobilization	Dollar	1.00
D710	Submersible Pump & Generator	Day	160.00
D711	Tracked Support Vehicle	Day	465.00
D712	Coring Machine	Day	155.00
D713	Skid Steer Loader	Day	335.00
D714	Jon Boat Rental	Day	100.00
D720	UTV	Day	225.00
D800	Locking Protective Post	Each	360.00
D801	Flush Well Cover & Locking Cap	Each	360.00
D802	Bumper Posts - 3-in.	Each	72.00
D803	6-in. LC Steel Casing, Installed	Linear Ft	44.25
D900	Decon Pad	Dollar	1.00
D901	Decontamination	Hour	165.00
D902	Drums DOT 55 Gallons	Each	72.00



Company ID Number:143162

Client Company ID Number:1441681

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Geotechnology Inc
Company Facility Address	11816 Lackland Road Suite 150 St Louis, MO 63146
Company Alternate Address	11816 Lackland Road Suite 150 St Louis, MO 63146
County or Parish	Saint Louis
Employer Identification Number	43-1341879
North American Industry Classification Systems Code	Professional, Scientific, And Technical Services (541)
Parent Company	
Number of Employees	100 to 499
Number of Sites Verified for	1



Company ID Number:143162

Client Company ID Number:1441681

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Steve DeBarry
Phone Number	(314) 997-7440
Fax Number	
Email Address	sdebarry@geotechnology.com

Name	Carly Tribout
Phone Number	(314) 997-7440
Fax Number	
Email Address	ctribout@geotechnology.com

Name	Erica OConnor
Phone Number	(314) 997-7440
Fax Number	
Email Address	eoconnor@geotechnology.com



**CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM**

DATE: February 28, 2022

SUBMITTED BY: Mike Krass

DEPARTMENT: Public Works

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

TITLE / ISSUE / REQUEST

Bill 3575 - Dean Ave/N Cass Traffic Signal Design Intersection Improvements Project

STRATEGIC PLAN GOAL/STRATEGY

2.2.2 Create and maintain a well-connected transportation network

FINANCIAL IMPACT

Award To:	Wilson & Company
Amount of Request/Contract:	\$109,830.50
Amount Budgeted:	\$680,000
Funding Source/Account#:	Excise Tax Fund(37)

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
April 2022	June 2022

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

Contract

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

The Dean Ave. / North Cass Parkway Intersection Improvement project is included in the FY 2022 Capital Improvement Program. The proposed improvements to the intersection include a traffic signal, southbound right turn lane on Dean Avenue, other modifications to the intersection to accommodate truck traffic entering and leaving the Raymore Commerce Center. The traffic signal design will include interconnecting the proposed signal with the existing signals on the I-49 ramps.

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

Olsson
McClure
Wilson & Company

Staff reviewed the statement of qualifications submitted and recommends the City retain the services of Wilson & Company to provide design services for the Dean Ave/N Cass Pkwy Traffic Signal Design Intersection Improvements Project.

BILL 3694

ORDINANCE

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH WILSON & COMPANY FOR THE DEAN AVE/N CASS PARKWAY TRAFFIC SIGNAL DESIGN INTERSECTION IMPROVEMENTS PROJECT, CITY PROJECT NUMBER 22-389-301, IN THE AMOUNT OF \$109,830.50 AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS."

WHEREAS, the Dean Ave/N Cass Pkwy Signal Design Intersection Improvements project was included in the FY 2022 Capital Improvement Program; and

WHEREAS, the staff publicly advertised for Dean Ave/N Cass Pkwy Traffic Signal Design Intersection Improvements Project, and;

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

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

Section 1. The City Manager is hereby directed and authorized to enter into a negotiated contract in the amount of \$109,830.50 with Wilson & Company, for the Dean Ave/N Cass Parkway Traffic Signal Design Intersection Improvements project.

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

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

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

DULY READ THE FIRST TIME THIS 28TH DAY OF FEBRUARY, 2022.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 14TH DAY OF MARCH, 2022, BY THE FOLLOWING VOTE:

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

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature



CITY OF RAYMORE
CONTRACT FOR PROFESSIONAL SERVICES

**Dean Ave/N Cass Pkwy Traffic Signal
Design & Intersection Improvements**

AGREEMENT FOR PROVISION OF THE FOLLOWING SERVICES

Agreement made this 14th day of March, 2022 between Wilson & Company, an entity organized and existing under the laws of the State of Missouri, with its principal office located at 800 East 101 St Terrace, Suite 200, Kansas City, MO 64131, hereafter referred to as the **Consultant**, and The City of Raymore, Missouri, a Charter City organized and existing under the laws of the State of Missouri, with its principal office located at 100 Municipal Circle, Raymore, Missouri, hereafter referred to as the **City**.

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

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

This contract is effective as of March 14, 2022 and coincidental with the City Manager's signature and attestation by the City Clerk and shall remain in effect as described within the attachments.

ARTICLE I
THE WORK

Consultant agrees to perform all work and provide all deliverables as specified in and according to the Request for Qualifications/Quote RFQu #22-389-301 and the General Terms and Conditions in Appendix B, commonly referred to as Contract Terms and Conditions and according to the Contract Agreement set forth here. Consultant agrees to provide all labor, materials, tools, permits, and/or professional services and perform the contracted work in accordance with all specifications, terms and conditions as set forth within RFQu #22-389-301 including insurance and termination clauses as needed or required. The work as specified in Appendix A, may commence upon the signing of this contract and scheduling and approval of the City.

ARTICLE II TIME OF COMMENCEMENT AND COMPLETION

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

ARTICLE III CONTRACT SUM AND PAYMENT

The City agrees to pay the Consultant, \$109,830.50 which is "not to exceed" One Hundred Nine Thousand Eight Hundred Thirty and 50/100 dollars for completion of the work, subject to the provisions herein set. The City Manager has the authority for change orders.

ARTICLE IV CONTRACT PAYMENT

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

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

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

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

ARTICLE V INSURANCE REQUIREMENTS

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

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

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

ARTICLE VI RESPONSIBILITIES

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

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

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

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

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

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

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

ARTICLE VII TERMINATION OF AGREEMENT

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

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

ARTICLE VIII CONTRACT DISPUTES AND MEDIATION

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

ARTICLE IX WARRANTY

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

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

ARTICLE X AFFIDAVIT of WORK AUTHORIZATION

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

* submitting the attached AFFIDAVIT OF WORK AUTHORIZATION and

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

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

ARTICLE XI
ENTIRE AGREEMENT

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

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

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

SEAL)

THE CITY OF RAYMORE, MISSOURI

By: _____
Jim Feuerborn, City Manager

Attest: _____
Erica Hill, City Clerk

SEAL)

WILSON & COMPANY

By: _____
[Handwritten Signature]

Title: *Vice President*

Attest: *Courtney B. Dupont*

Appendix A

Scope of Services

Attached.

Appendix B General Terms and Conditions

A. *Procedures*

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

B. *Contract Period*

Award of this contract is anticipated prior to the end of February 2022, with final design and bid specifications completed within 90 days.

C. *Insurance*

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

1. General Liability

Owners and Protective Liability.

Minimum Limits

General Liability:
\$2,000,000 Each Occurrence Limit

D. *Hold Harmless Clause*

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

E. *Exemption from Taxes*

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

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

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

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

G. *Invoicing and Payment*

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

H. *Cancellation*

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

I. *Contractual Disputes*

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

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

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

J. *Severability*

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

K. *Applicable Laws*

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

L. *Drug/Crime Free Work Place*

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

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

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

M. *Inspection*

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

N. *No Escalation of Fees*

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

O. *Permits*

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

P. *Release of Information*

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

open records.

Q. Rejection of Bids

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

R. Affidavit of Work Authorization and Documentation:

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

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

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

FEE SUMMARY

Project: **Dean Signal Improvements**
 By: MEKramer
 Date: December 7, 2021
 Client: City of Raymore



DESCRIPTION	HOURS	LABOR EFFORT	DIRECT EXPENSES	SUBCONSULTANT CHARGES	SUBTOTALS
1 PHASE 01 - PROJECT INITIATION	18	\$ 3,235.00	\$ 60.00	\$ -	\$ 3,295.00
2 PHASE 02 - DATA COLLECTION and FIELD SURVEY	152	\$ 16,896.00	\$ 1,870.50	\$ -	\$ 18,766.50
3 PHASE 03 - TRAFFIC SIGNAL TIMING	75	\$ 9,806.00	\$ 1,217.00	\$ -	\$ 11,023.00
4 PHASE 04 - PRELIMINARY PLAN DEVELOPMENT	260	\$ 36,932.00	\$ -	\$ -	\$ 36,932.00
5 PHASE 05 - FINAL DESIGN PLANS	160	\$ 21,504.00	\$ 60.00	\$ -	\$ 21,564.00
6 PHASE 06 - FINAL PLANS, PROJECT SPECIFICATIONS and ESTIMATE	40	\$ 5,674.00	\$ -	\$ -	\$ 5,674.00
7 PHASE 07 - PROJECT MANAGEMENT and QUALITY CONTROL	64	\$ 12,576.00	\$ -	\$ -	\$ 12,576.00
TOTALS	769	\$ 106,623.00	\$ 3,207.50	\$ -	\$ 109,830.50



Proj.: Dean Signal Improvements
 By: MEKramer
 Date: December 7, 2021
 Client: City of Raymore
 Notes: Dean Ave/N Cass Pkwy Traffic Signal Design
 & Intersection Improvements

Fee Reviewed by
 NMThomas
 Date:
 12/07/21

**EXHIBIT D
 FEE ESTIMATE WORKSHEET**

		ESTIMATED MANHOURS												TOTAL HOURS	LABOR EFFORT	EXPENSE EFFORT	TOTAL FEE
TASK LD.	WORK TASK DESCRIPTION	P7 Principal	P6 QC Mgr	P5 PM / Senior Engineer	P4 Design Engineer	P3 Graduate Engineer (Unlicensed)	P1 Graduate Engineer (Unlicensed)	PD5 Senior CADD Designer	PD3 CADD Designer	FS6 Survey Manager	FS5 Survey Crew Chief	FS4 Surveyor	OD5 CADD Technician				
TASK LD.	WORK TASK DESCRIPTION	Department Head, Principal (Licensed)	Project Designer (Licensed)	Project Designer (Licensed)	Staff Detail Designer (Licensed)	Staff Detail Designer (Unlicensed)	Graduate Engineer (Unlicensed)	Senior CADD Designer	CADD Designer	Survey Manager (Licensed)	Chief Surveyor (Licensed)	Crew Chief, Senior Crew Chief	Senior CADD Technician/CADD Manager	TOTAL HOURS	LABOR EFFORT	EXPENSE EFFORT	TOTAL FEE
		LABOR RATE	\$260.00	\$216.00	\$184.00	\$144.00	\$119.00	\$91.00	\$134.00	\$104.00	\$180.00	\$122.00	\$90.00	\$110.00			
		LABOR COST	\$260.00	\$216.00	\$184.00	\$144.00	\$119.00	\$91.00	\$134.00	\$104.00	\$180.00	\$122.00	\$90.00	\$110.00			
PHASE 01 - PROJECT INITIATION																	
1.1	Project Kickoff Meeting			4										4.00	\$ 736.00	\$ -	\$ 736.00
1.2	Develop Project Work Plan (PWP)			2										2.00	\$ 368.00	\$ 60.00	\$ 428.00
1.3	Prepare design criteria summary sheet			2										2.00	\$ 368.00	\$ -	\$ 368.00
1.4	Establish quality control checklist and reporting format			1										1.00	\$ 184.00	\$ -	\$ 184.00
1.5	Internal Meetings	1	1	4	1	1			1					9.00	\$ 1,579.00	\$ -	\$ 1,579.00
	Subtotal	1	1	13	1	1	0	0	1	0	0	0	0	18.00	\$ 3,235.00	\$ 60.00	\$ 3,295.00
PHASE 02 - DATA COLLECTION and FIELD SURVEY																	
2.1	Section Corners and Property Corners									2	6	6		14.00	\$ 1,632.00	\$ 297.50	\$ 1,929.50
2.2	Survey Control										6	6		12.00	\$ 1,272.00	\$ 297.50	\$ 1,569.50
2.3	Utility Locates										6	6		12.00	\$ 1,272.00	\$ 297.50	\$ 1,569.50
2.4	Topographic Field Survey										22	22	32	76.00	\$ 8,184.00	\$ 690.00	\$ 8,874.00
2.5	Property Lines and Ownerships									4			6	10.00	\$ 1,380.00	\$ -	\$ 1,380.00
2.6	Stake Proposed Easements										8	8		16.00	\$ 1,696.00	\$ -	\$ 1,696.00
2.7	Prepare Legal Descriptions and Exhibits (1)									2			10	12.00	\$ 1,460.00	\$ 288.00	\$ 1,748.00
	Subtotal	0	0	0	0	0	0	0	0	8	48	48	48	152.00	\$ 16,896.00	\$ 1,870.50	\$ 18,766.50
PHASE 03 - TRAFFIC SIGNAL TIMING																	
3.1	24 Hour and Peak Hour Counts at Ramp Terminals and Dean A.					10	8							18.00	\$ 1,918.00	\$ 1,157.00	\$ 3,075.00
3.2	Synchro Model Development			4		20								24.00	\$ 3,116.00	\$ -	\$ 3,116.00
3.3	Signal Warrant Analysis			1		4								5.00	\$ 660.00	\$ -	\$ 660.00
3.4	Signal Phasing and Timing			4		8								12.00	\$ 1,688.00	\$ -	\$ 1,688.00
3.5	Signal Timing Optimization			8		8								16.00	\$ 2,424.00	\$ 60.00	\$ 2,484.00
3.6	ITS Coordination Development with OGL	4		8											\$ -	\$ -	\$ -
	Subtotal	4	0	25	0	50	8	0	0	0	0	0	0	75.00	\$ 9,806.00	\$ 1,217.00	\$ 11,023.00
PHASE 04 - PRELIMINARY PLAN DEVELOPMENT																	
4.1	Traffic Signal Design			36	20	42	16	20	12					146.00	\$ 19,886.00	\$ -	\$ 19,886.00
4.2	Interconnect Design (Radio)			32	12	16		10						70.00	\$ 10,860.00	\$ -	\$ 10,860.00
4.3	Develop Right Turn Lane Typical Sectionn			2		2								4.00	\$ 606.00	\$ -	\$ 606.00
4.4	Turn Lane Plan and Profiles					8								8.00	\$ 952.00	\$ -	\$ 952.00
4.5	Prepare Pavement Marking and Signing Plan					4								4.00	\$ 476.00	\$ -	\$ 476.00
4.6	Prepare Preliminary Plans			4				20						24.00	\$ 3,416.00	\$ -	\$ 3,416.00
4.7	Attend Preliminary Plan Review Meeting			4										4.00	\$ 736.00	\$ -	\$ 736.00
	Subtotal	0	0	78	32	72	16	50	12	0	0	0	0	260.00	\$ 36,932.00	\$ -	\$ 36,932.00
PHASE 05 - FINAL DESIGN PLANS																	
5.1	Final Traffic Signal Design			16	16	20	12	12	8					84.00	\$ 11,160.00	\$ 60.00	\$ 11,220.00



Proj.: Dean Signal Improvements
 By: MEKramer
 Date: December 7, 2021
 Client: City of Raymore
 Notes: Dean Ave/N Cass Pkwy Traffic Signal Design
 & Intersection Improvements

Fee Reviewed by	NMThomas
Date:	12/07/21

**EXHIBIT D
 FEE ESTIMATE WORKSHEET**

		ESTIMATED MANHOURS												TOTAL HOURS	LABOR EFFORT	EXPENSE EFFORT	TOTAL FEE
TASK ID.	TASK DESCRIPTION	P7	P6	P5	P4	P3	P1	PD5	PD3	FS6	FS5	FS4	OD5				
	TITLE	Principal	QC Mgr	PM / Senior Engineer	Design Engineer	Graduate Engineer (Unlicensed)	Graduate Engineer (Unlicensed)	Senior CADD Designer	CADD Designer	Survey Manager	Survey Crew Chief	Surveyor	CADD Technician				
	TITLE	Department Head, Principal (Licensed)	Project Designer (Licensed)	Project Designer (Licensed)	Staff Detail Designer (Licensed)	Staff Detail Designer (Unlicensed)	Graduate Engineer (Unlicensed)	Senior CADD Designer	CADD Designer	Survey Manager (Licensed)	Chief Surveyor (Licensed)	Crew Chief, Senior Crew Chief	Senior CADD Technician/CADD Manager				
	LABOR RATE	\$260.00	\$216.00	\$184.00	\$144.00	\$119.00	\$91.00	\$134.00	\$104.00	\$180.00	\$122.00	\$90.00	\$110.00				
	LABOR COST	\$260.00	\$216.00	\$184.00	\$144.00	\$119.00	\$91.00	\$134.00	\$104.00	\$180.00	\$122.00	\$90.00	\$110.00				
5.2	Develop Street Lighting Layout				8			4						12.00	\$ 1,688.00	\$ -	\$ 1,688.00
5.3	Develop Erosion Control Plan							2	2					4.00	\$ 476.00	\$ -	\$ 476.00
5.4	Develop Traffic Control and Construction Phasing Plan					4								4.00	\$ 476.00	\$ -	\$ 476.00
5.5	Prepare Final Design Plans			4		24		8	8					44.00	\$ 5,496.00	\$ -	\$ 5,496.00
5.6	Prepare Specifications for Non-Standard Items			8										8.00	\$ 1,472.00	\$ -	\$ 1,472.00
5.7	Prepare Estimated Cost			4										4.00	\$ 736.00	\$ -	\$ 736.00
	Subtotal	0	0	32	24	48		26	18	0	0	0	0	160.00	\$ 21,504.00	\$ 60.00	\$ 21,564.00
PHASE 06 - FINAL PLANS, PROJECT SPECIFICATIONS and ESTIM																	
6.1	Revise Final Check Plans Based on City Comments			4					4					8.00	\$ 1,152.00	\$ -	\$ 1,152.00
6.2	Prepare Final Special Provisions			8										8.00	\$ 1,472.00	\$ -	\$ 1,472.00
6.3	Prepare Construction Cost Estimate			2		4	2							8.00	\$ 1,026.00	\$ -	\$ 1,026.00
6.4	Submit PDF Plans and electronic files for the City					8		8						16.00	\$ 2,024.00	\$ -	\$ 2,024.00
	Subtotal	0	0	14	0	12	2	8	4	0	0	0	0	40.00	\$ 5,674.00	\$ -	\$ 5,674.00
PHASE 07 - PROJECT MANAGEMENT and QUALITY CONTROL																	
7.1	Project Management and Coordination	4	2	40										46.00	\$ 8,832.00	\$ -	\$ 8,832.00
7.2	QA/QC Reviews	4	4	10										18.00	\$ 3,744.00	\$ -	\$ 3,744.00
	Subtotal	8	6	50	0	0		0	0	0	0	0	0	64.00	\$ 12,576.00	\$ -	\$ 12,576.00
TOTALS		13	7	212	57	183	26	84	35	8	48	48	48	769	\$ 106,623.00	\$ 3,207.50	\$ 109,830.50



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: Feb. 28, 2022

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 3695: Brookside Tenth Final Plat - Replat of Tract Y

STRATEGIC PLAN GOAL/STRATEGY

2.2.3: Value and protect natural resources and green spaces

FINANCIAL IMPACT

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

PROJECT TIMELINE

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

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission: Planning and Zoning Commission
Date: Feb. 15, 2022
Action/Vote: Approved, 8-0

LIST OF REFERENCE DOCUMENTS ATTACHED

Staff Report
Final Plat Drawing

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

On July 29, 2020 City Council approved the 1st amendment to the Brookside Tenth Plat Development Agreement. The agreement stipulated requirements of Brookside Builders regarding the construction of a trailside parking lot and improvements. In return, the City was to transfer ownership of Tract Y in Brookside Tenth Plat to Brookside Builders and the Brookside Homes Association.

Staff is now requesting final plat approval for Brookside Tenth - Replat of Tract Y. The replat creates a new Tract AA that can be transferred to the Brookside Homes Association for use as a common area tract. The remaining portion of Tract Y will be transferred to Brookside Builders LLC. for use as a common area tract.

BILL 3695

ORDINANCE

“AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, APPROVING THE BROOKSIDE TENTH FINAL PLAT - REPLAT OF TRACT Y.”

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

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

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

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

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

Section 2. That the subdivision known as Brookside Tenth Final Plat - Replat of Tract Y is approved for the tract of land described below:

Tract Y, Brookside Tenth Final Plat - Replat of Tracts X and Y, a subdivision of land in the East Half of Section 20, Township 46 North of the Baseline, Range 32 West of the 5th Principal Meridian, Raymore, Cass County, Missouri, containing 4.619 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 28TH DAY OF FEBRUARY, 2022.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 14TH DAY OF MARCH, 2022, 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

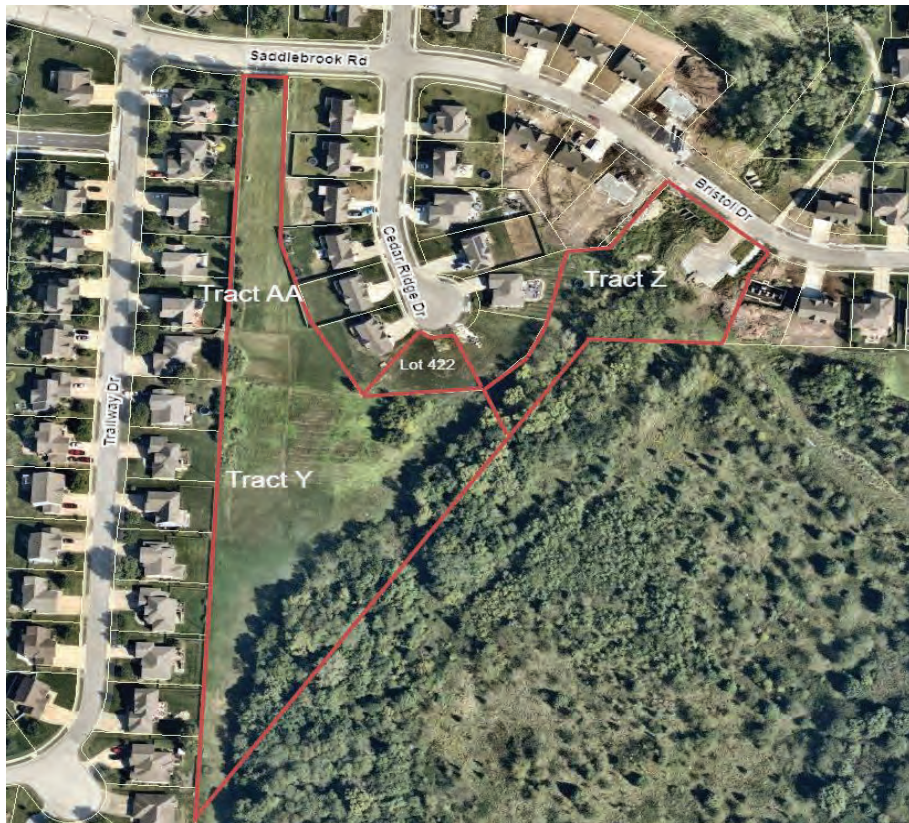


To: City Council
From: Planning and Zoning Commission
Date: February 28, 2022
Re: Case #22004 - Brookside Tenth Final Plat - Replat of Tract Y

GENERAL INFORMATION

Applicant/
Property Owner: City of Raymore
100 Municipal Cir.
Raymore, MO 64083

Property Location: South of Cedar Ridge Dr. in Brookside Subdivision





Looking south from Lot 422 towards existing Tract Y



Looking south and east from proposed Tract AA

Existing Zoning: "R-1" Single-Family Residential

Existing Surrounding Zoning: **North:** "R-1" Single-Family Residential
South: "R-1P" Single-Family Residential (Planned District Overlay)
East: "R-1P" Single-Family Residential (Planned District Overlay)
West: "R-1P" Single-Family Residential (Planned District Overlay)

Existing Surrounding Uses: **North:** Single Family Residential
South: Single Family Residential and Undeveloped
East: Single Family Residential and Undeveloped
West: Single Family Residential

Total Tract Size: 4.619 Acres

Total Number of Lots: 2 Tracts

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

Major Street Plan: The Major Thoroughfare Plan Map classifies Bristol Drive as a Minor Collector and Cedar Ridge Dr as a local road.

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

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

PROPOSAL

Outline of Requested Action: The applicant seeks to obtain Final Plat approval for Brookside Tenth Final Plat - Replat of Tract Y.

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

PREVIOUS ACTIONS ON OR NEAR THE PROPERTY

1. The Brookside Tenth Final Plat was recorded on September 2, 2015.
2. The extension of Bristol Drive between Cedar Ridge Drive and Brook Parkway was completed in 2020.
3. Brookside Tenth Final Plat - Replat of Tract V and W was recorded on July 28, 2021.

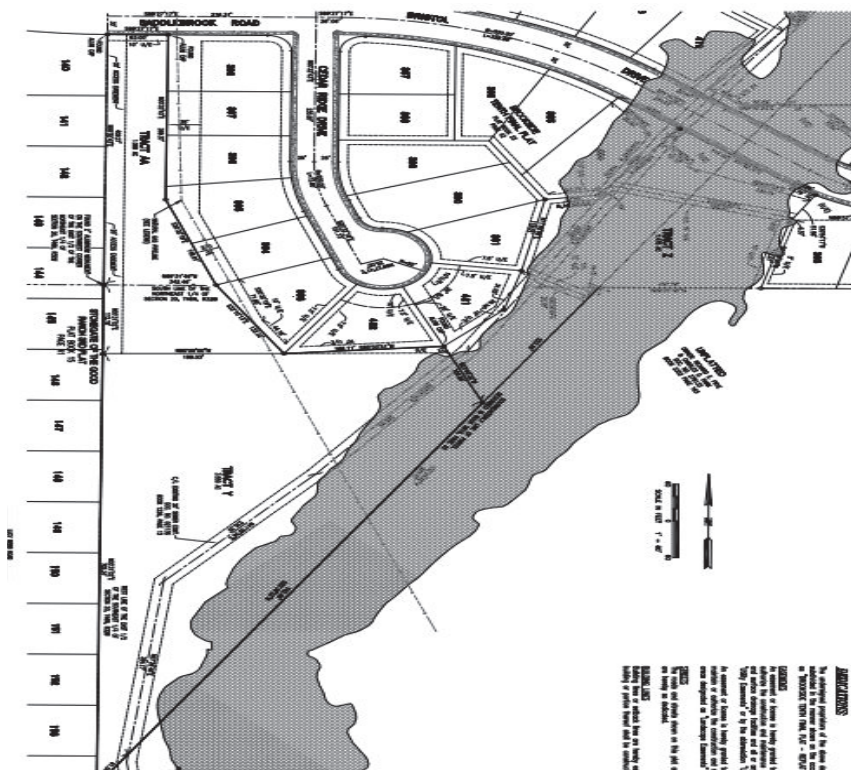
4. The 1st Amendment to the Brookside Tenth Final Plat Development Agreement was approved by City Council on July 27, 2020. The amendment allowed a relocation of the Brookside Trailhead parking lot to Bristol Drive (Tract Z), adjacent to the Brookside Trail. Relocation of the parking lot allowed for the creation of Lot 422 at the southern end of Cedar Ridge Drive. The agreement specified improvements the developer had to complete, including the parking lot, trail extension, and installation of a drinking fountain and park bench. The agreement also specified the City would transfer ownership of Lot 422 to Brookside Builders, and transfer Tract AA to the Brookside Homeowners Association.

ENGINEERING DIVISION COMMENTS

The Engineering Division indicated the proposed final plat complies with the design standards of the City of Raymore and recommends approval of the final plat.

STAFF COMMENTS

1. Existing Tract Y would be divided to create a new Tract AA.
2. Transfer of ownership of Lot 422 from the City of Raymore to Brookside Builders.
3. Transfer of ownership of Tract Y from the City of Raymore to Brookside Investments Inc. to be left as open space.
4. Tract AA would be owned and maintained by the Brookside Homeowners Association.



5. Tract Z would remain under the ownership of the City of Raymore.
6. An access easement is provided off Saddlebrook Road to allow for maintenance of Tract Y.

PLANNING COMMISSION PROPOSED FINDINGS OF FACT

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

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

The replat is substantially the same as the Preliminary Plat. Roadway alignments and lot configurations generally remain the same.

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

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

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

The proposed replat complies with the conditions that were attached to the approval of the preliminary plat.

REVIEW OF INFORMATION AND SCHEDULE

<u>Action</u>	<u>Planning Commission</u>	<u>City Council 1st</u>	<u>City Council 2nd</u>
Review	February 15, 2022	February 28, 2022	March 14, 2022

STAFF RECOMMENDATION

Staff recommends that the Planning and Zoning Commission accept the staff proposed findings of fact and forward Case #22004 Brookside Tenth Final Plat - Replat of Tract Y to the City Council with a recommendation for approval.

PLANNING AND ZONING COMMISSION RECOMMENDATION

The Planning and Zoning Commission, at its February 15, 2022 meeting, voted 8-0 to accept the staff proposed findings of fact and forward case # 22004 to the City Council with a recommendation of approval.



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: Feb 28, 2022

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 3696: Quitclaim deed for Brookside Tenth Lot 422

STRATEGIC PLAN GOAL/STRATEGY

3.2.4: Provide quality, diverse housing options that meet 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

Map
Quitclaim Deed

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

The Tenth plat of the Brookside Subdivision reserved a tract of land at the southern end of Cedar Ridge Drive for a parking lot and neighborhood park. The Parks and Recreation Board subsequently determined that the neighborhood would be better served by having a trailhead park constructed along Bristol Drive.

In 2020 Council approved a replat of common area in Brookside subdivision. The 1st amendment to the Brookside Tenth development agreement outlined improvements that Brookside Builders LLC were required to complete, including the completion of the extension of Bristol Drive over the creek in Brookside and construction of an 11-stall parking lot to serve the Brookside Trail. Additional improvements included extension of the Brookside Trail to the parking lot, installation of a water fountain, and park bench. In return for the improvements, the City would transfer the land area at the southern end of Cedar Ridge Drive (Lot 422) to Brookside Builders to allow construction of an additional home. The remaining land would be retained by Brookside Builders and the Brookside Homes Association as common area.

Bill 3696 authorizes the transfer of Brookside Tenth Lot 422 to Brookside Builders LLC.

BILL 3696

ORDINANCE

“AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE A QUITCLAIM DEED TO BROOKSIDE BUILDERS LLC FOR LOT 422, BROOKSIDE TENTH FINAL PLAT, A REPLAT OF TRACT X AND TRACT Y.”

WHEREAS, the City of Raymore is the owner of Lot 422 in Brookside Tenth Plat; and

WHEREAS, Lot 422 was established as part of the Replat of Tract X and Tract Y in the Brookside Tenth Final Plat; and

WHEREAS, the development agreement approved for the Replat of Tract X and Tract Y authorized the transfer of Lot 422 to Brookside Builders LLC in return for improvements to be completed as part of the Brookside Trail extension.

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

Section 1. The Mayor is authorized to execute a Quitclaim Deed to Brookside Builders LLC for Lot 422 in the Brookside Tenth Plat as described below:

Lot 422, Brookside Tenth Final Plat - Replat of Tract X and Tract Y, Raymore, Cass County, Missouri

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

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

DULY READ THE FIRST TIME THIS 28TH DAY OF FEBRUARY, 2022.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 14TH DAY OF MARCH, 2022, 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

Document Title:	Quitclaim Deed
Document Date:	March 14, 2022
Grantors' Names:	City of Raymore, a Missouri Municipal corporation
Grantors' Statutory Address:	100 Municipal Circle, Raymore, MO 64083
Grantee's Name:	Brookside Builders LLC
Grantee's Statutory Address:	803 PCA Road, Warrensburg, MO 64093
Legal Description:	Lot 422, Brookside Tenth Plat - Replat of Tract X and Tract Y
Reference Book and Page:	N/A

QUITCLAIM DEED

THIS QUITCLAIM DEED (“Deed”), made and entered into on this 14th day of March, 2022, by and between CITY OF RAYMORE, a Missouri Municipal Corporation (“Grantor”), and BROOKSIDE BUILDERS LLC, duly organized under the laws of the State of Missouri, (“Grantee”), whose mailing address is 803 PCA Road, Warrensburg, MO 64093.

WITNESSETH, that Grantor, for and in consideration of the sum of One and 00/100 Dollars (\$1.00) and other good and valuable consideration, to it paid by Grantee, the receipt and adequacy of which are acknowledged, does by these presents REMISE, RELEASE and FOREVER QUITCLAIM unto the Grantee, its successors and assigns, the following described lots, tracts, or parcels of land lying, being and situate in Cass County, Missouri, more fully described as follows:

**Lot 422, Brookside Tenth Final Plat - Replat of Tract X and Tract Y,
Raymore, Cass County, Missouri.**

Subject to building lines, conditions, easements, restrictions of record, and to any zoning laws or ordinances affecting the same, if any.

TO HAVE AND TO HOLD THE SAME, so that neither the Grantor nor its successors, nor any other person or persons, for it or in its name or behalf, shall or will hereinafter claim or demand any right or title to the aforesaid premises or any part thereof, but they and each of them shall, by these presents, be excluded and forever barred.

IN WITNESS WHEREOF, the Grantor, by and through its authorized representative, has executed this Quitclaim Deed as of the day and year last above written.

Kristofer P. Turnbow
Mayor

STATE OF MISSOURI)
) ss.
COUNTY OF CASS)

On this _____ day of _____, 2022, before me, _____, a Notary Public, personally appeared Kristofer P. Turnbow, Mayor of the City of Raymore, to me known to be the person described in and who executed the foregoing Quitclaim Deed on behalf of Raymore, and acknowledged that they executed the same as their free act and deed, and with full authority of the city council of Raymore.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Notary Public

Printed Name

My Commission Expires:



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: Feb 28, 2022

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 3697: Quitclaim deed for Brookside Tenth Tract Y

STRATEGIC PLAN GOAL/STRATEGY

2.2.3: Value and protect natural resources and green spaces

FINANCIAL IMPACT

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

PROJECT TIMELINE

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

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

Map Quitclaim Deed

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

The Tenth plat of the Brookside Subdivision reserved a tract of land at the southern end of Cedar Ridge Drive for a parking lot and neighborhood park. The Parks and Recreation Board subsequently determined that the neighborhood would be better served by having a trailhead park constructed along Bristol Drive.

In 2020 Council approved a replat of common area in Brookside subdivision. The 1st amendment to the Brookside Tenth development agreement outlined improvements that Brookside Builders LLC were required to complete, including the completion of the extension of Bristol Drive over the creek in Brookside and construction of an 11-stall parking lot to serve the Brookside Trail. Additional improvements included extension of the Brookside Trail to the parking lot, installation of a water fountain, and park bench. In return for the improvements, the City would transfer Tract Y to Brookside Builders to keep as subdivision common area. Brookside Builders will then be responsible for maintenance of Tract Y.

Bill 3697 authorizes the transfer of Brookside Tenth Tract Y to Brookside Builders LLC.

BILL 3697

ORDINANCE

“AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE A QUITCLAIM DEED TO BROOKSIDE BUILDERS LLC FOR TRACT Y, BROOKSIDE TENTH FINAL PLAT, REPLAT OF TRACT Y.”

WHEREAS, the City of Raymore is the owner of Tract Y in Brookside Tenth Plat; and

WHEREAS, Tract Y was established as part of the Brookside Tenth Final Plat - Replat of Tract Y; and

WHEREAS, the development agreement approved for the Brookside Tenth Final Plat - Replat of Tract X and Tract Y authorized the transfer of Tract Y to Brookside Builders LLC in return for improvements to be completed as part of the Brookside Trail extension.

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

Section 1. The Mayor is authorized to execute a Quitclaim Deed to Brookside Builders LLC for Tract Y in the Brookside Tenth Plat as described below:

Tract Y, Brookside Tenth Final Plat - Replat of Tract Y, Raymore, Cass County, Missouri

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

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

DULY READ THE FIRST TIME THIS 28TH DAY OF FEBRUARY, 2022.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 14TH DAY OF MARCH, 2022, 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

Document Title: Quitclaim Deed
Document Date: March 14, 2022
Grantors' Names: City of Raymore, a Missouri Municipal corporation
Grantors' Statutory Address: 100 Municipal Circle, Raymore, MO 64083
Grantee's Name: Brookside Builders LLC
Grantee's Statutory Address: 803 PCA Road, Warrensburg, MO 64093
Legal Description: Tract Y, Brookside Tenth Final Plat - Replat of Tract Y
Reference Book and Page: N/A

QUITCLAIM DEED

THIS QUITCLAIM DEED ("Deed"), made and entered into on this 14th day of March, 2022, by and between CITY OF RAYMORE, a Missouri Municipal Corporation ("Grantors"), and BROOKSIDE BUILDERS LLC, duly organized under the laws of the State of Missouri, ("Grantee"), whose mailing address is 803 PCA Road, Warrensburg, MO 64093.

WITNESSETH, that Grantors, for and in consideration of the sum of One and 00/100 Dollars (\$1.00) and other good and valuable consideration, to it paid by Grantee, the receipt and adequacy of which are acknowledged, do by these presents REMISE, RELEASE AND FOREVER QUITCLAIM unto the Grantee, its successors and assigns, the following described lots, tracts, or parcels of land lying, being and situate in Cass County, Missouri, more fully described as follows:

**Tract Y, Brookside Tenth Final Plat - Replat of Tract Y, Raymore,
Cass County, Missouri.**

Subject to building lines, conditions, easements, restrictions of record, and to any zoning laws or ordinances affecting the same, if any.

TO HAVE AND TO HOLD THE SAME, so that neither the Grantor nor its successors, nor any other person or persons, for it or in its name or behalf, shall or will hereinafter claim or demand any right or title to the aforesaid premises or any part thereof, but they and each of them shall, by these presents, be excluded and forever barred.

IN WITNESS WHEREOF, the Grantor, by and through its authorized representative, has executed this Quitclaim Deed as of the day and year last above written.

Kristofer P. Turnbow
Mayor

STATE OF MISSOURI)
) ss.
COUNTY OF CASS)

On this _____ day of _____, 2022, before me, _____, a Notary Public, personally appeared Kristofer P. Turnbow, Mayor of the City of Raymore, to me known to be the person described in and who executed the foregoing Quitclaim Deed on behalf of the City of Raymore, and acknowledged that they executed the same as their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Notary Public

Printed Name

My Commission Expires:



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: Feb 28, 2022

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 3698: Quitclaim deed for Brookside Tenth Tract AA

STRATEGIC PLAN GOAL/STRATEGY

2.2.3: Value and protect natural resources and green spaces

FINANCIAL IMPACT

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

PROJECT TIMELINE

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

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

Map
Quitclaim Deed

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

The Tenth plat of the Brookside Subdivision reserved a tract of land at the southern end of Cedar Ridge Drive for a parking lot and neighborhood park. The Parks and Recreation Board subsequently determined that the neighborhood would be better served by having a trailhead park constructed along Bristol Drive.

In 2020 Council approved a replat of common area in Brookside subdivision. The 1st amendment to the Brookside Tenth development agreement outlined improvements that Brookside Builders LLC were required to complete, including the completion of the extension of Bristol Drive over the creek in Brookside and construction of an 11-stall parking lot to serve the Brookside Trail. Additional improvements included extension of the Brookside Trail to the parking lot, installation of a water fountain, and park bench. In return for the improvements, the City would transfer Tract Y to Brookside Builders to keep as subdivision common area.

The Replat of Tract Y established a new common area tract described as Tract AA. Tract AA was created after discussion with the Brookside Homes Association (HOA). The HOA desires to maintain control on the use of Tract AA, and will assume maintenance responsibilities.

Bill 3698 authorizes transfer of Brookside Tenth Tract AA to the Brookside Homeowners Association.

BILL 3698

ORDINANCE

“AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE A QUITCLAIM DEED TO BROOKSIDE HOMES ASSOCIATION, INC. FOR TRACT AA, BROOKSIDE TENTH FINAL PLAT - REPLAT OF TRACT Y.”

WHEREAS, the City of Raymore is the owner of Tract AA in Brookside Tenth Plat; and

WHEREAS, Tract AA was established as part of the Brookside Tenth Final Plat - Replat of Tract Y; and

WHEREAS, the development agreement approved for the Replat of Tract X and Tract Y authorized the transfer of Tract Y, subsequently subdivided to create Tract AA, in return for improvements to be completed as part of the Brookside Trail extension.

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

Section 1. The Mayor is authorized to execute a Quitclaim Deed to the Brookside Homes Association, Inc. for Tract AA in the Brookside Tenth Plat as described below:

Tract AA, Brookside Tenth Final Plat - Replat of Tract Y, Raymore, Cass County, Missouri

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

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

DULY READ THE FIRST TIME THIS 28TH DAY OF FEBRUARY, 2022.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 14TH DAY OF MARCH, 2022, 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

Document Title: Quitclaim Deed
Document Date: March 14, 2022
Grantors' Names: City of Raymore, a Missouri Municipal corporation
Grantors' Statutory Address: 100 Municipal Circle, Raymore, MO 64083
Grantee's Name: Brookside Homes Association, Inc.
Grantee's Statutory Address: P.O. Box 303, Raymore, MO 64083
Legal Description: Tract AA, Brookside Tenth Plat - Replat of Tract Y
Reference Book and Page: N/A

QUITCLAIM DEED

THIS QUITCLAIM DEED ("Deed"), made and entered into on this 14th day of March, 2022, by and between CITY OF RAYMORE, a Missouri Municipal Corporation ("Grantors"), and BROOKSIDE HOMES ASSOCIATION INC., duly organized under the laws of the State of Missouri, ("Grantee"), whose mailing address is P.O. Box 303, Raymore, MO 64083.

WITNESSETH, that Grantors, for and in consideration of the sum of One and 00/100 Dollars (\$1.00) and other good and valuable consideration, to it paid by Grantee, the receipt and adequacy of which are acknowledged, does by these present REMISE, RELEASE and FOREVER QUITCLAIM unto the Grantee, its successors and assigns, the following described lots, tracts, or parcels of land lying, being and situate in Cass County, Missouri, more fully described as follows:

**Tract AA, Brookside Tenth Final Plat - Replat of Tract Y, Raymore,
Cass County, Missouri.**

Subject to building lines, conditions, easements, restrictions of record, and to any zoning laws or ordinances affecting the same, if any.

TO HAVE AND TO HOLD THE SAME, so that neither the Grantor nor its successors, nor any other person or persons, for it or in its name or behalf, shall or will hereinafter claim or demand any right or title to the aforesaid premises or any part thereof, but they and each of them shall, by these presents, be excluded and forever barred.

IN WITNESS WHEREOF, the Grantor, by and through its authorized representative, has executed this Quitclaim Deed as of the day and year last above written.

Kristofer P. Turnbow
Mayor

STATE OF MISSOURI)
) ss.
COUNTY OF CASS)

On this _____ day of _____, 2022, before me, _____
_____, a Notary Public, personally appeared Kristofer P. Turnbow, Mayor of the City of Raymore, to me known to be the person described in and who executed the foregoing Quitclaim Deed on behalf of the City of Raymore, and acknowledged that they executed the same as their free act and deed, and with full authority of the city council of Raymore.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Notary Public

Printed Name

My Commission Expires:



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: February 28, 2022

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 3699 Authorization of General Obligation Refunding Series 2022 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
03/14/2022	

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

The 2012 GO Bond Issue becomes callable on March 1, 2022. The City's financial advisor has analyzed the market and advised that it would be a benefit to the City to refund this series now.

The GO Bond Refunding Series 2022 Issue will be a net present value benefit to the City of approximately \$233,000 or 3.2% of the \$7,280,000 that is callable. Piper, Sandler & Co. considers anything over 3% to be beneficial.

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 2022 bonds has been set to an amount so that the City qualifies for bank-qualification.

The 2022 General Obligation Refunding 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

MARCH 14, 2022

\$7,025,000
GENERAL OBLIGATION REFUNDING BONDS
SERIES 2022

ORDINANCE

TABLE OF CONTENTS

	<u>Page</u>
Title	1
Recitals	1

ARTICLE I

DEFINITIONS

Section 101.	Definitions of Words and Terms	1
--------------	--------------------------------------	---

ARTICLE II

AUTHORIZATION OF BONDS

Section 201.	Authorization of Bonds	5
Section 202.	Description of Bonds.....	5
Section 203.	Designation of Paying Agent	6
Section 204.	Method and Place of Payment of Bonds	7
Section 205.	Registration, Transfer and Exchange of Bonds	7
Section 206.	Execution, Registration, Authentication and Delivery of Bonds.....	8
Section 207.	Mutilated, Destroyed, Lost and Stolen Bonds.....	9
Section 208.	Cancellation and Destruction of Bonds Upon Payment.....	9
Section 209.	Sale of Bonds.....	9
Section 210.	Book-Entry Bonds; Securities Depository	9
Section 211.	Preliminary and Final Official Statement.....	10

ARTICLE III

REDEMPTION OF BONDS

Section 301.	Redemption of Bonds.....	11
Section 302.	Selection of Bonds to be Redeemed	11
Section 303.	Notice and Effect of Call for Redemption.....	12

ARTICLE IV

SECURITY FOR AND PAYMENT OF BONDS

Section 401.	Security for the Bonds.....	13
Section 402.	Levy and Collection of Annual Tax	13

ARTICLE V

**ESTABLISHMENT OF FUNDS;
DEPOSIT AND APPLICATION OF MONEYS**

Section 501.	Establishment of Funds	14
Section 502.	Deposit of Bond Proceeds.....	14
Section 503.	Application of Moneys in the Debt Service Fund.....	14
Section 504.	Deposits and Investment of Moneys.....	14
Section 505.	Nonpresentation of Bonds.....	15
Section 506.	Application of Moneys in the Escrow Fund.....	15
Section 507.	Redemption of Refunded Bonds.....	15
Section 508.	Payments Due on Saturdays, Sundays and Holidays	15

ARTICLE VI

REMEDIES

Section 601.	Remedies	16
Section 602.	Limitation on Rights of Bondowners	16
Section 603.	Remedies Cumulative	16

ARTICLE VII

DEFEASANCE

Section 701.	Defeasance	17
--------------	------------------	----

ARTICLE VIII

MISCELLANEOUS PROVISIONS

Section 801.	Tax Covenants.....	17
Section 802.	Annual Audit	18
Section 803.	Amendments.....	18
Section 804.	Notices, Consents and Other Instruments by Bondowners.....	19
Section 805.	Further Authority	20
Section 806.	Severability.....	20
Section 807.	Governing Law.....	20
Section 808.	Effective Date	20
Section 809.	Electronic Transaction	20
	Passage	S-1
	Signatures and Seal	S-1

- Exhibit A – Form of Bonds
- Exhibit B – Preliminary Official Statement
- Exhibit C – Notice of Sale
- Exhibit D – Refunded Bonds

BILL 3699

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE ISSUANCE OF THE CITY OF RAYMORE, MISSOURI, GENERAL OBLIGATION REFUNDING BONDS, SERIES 2022 AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS BY THE CITY.

WHEREAS, the City of Raymore, Missouri (the “City”), is a constitutional 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 provisions of 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 the qualified electors of the City voting on the question; and

WHEREAS, the City has heretofore issued and has outstanding, in addition to other series not listed, the following series of general obligation bonds:

<u>Series of Bonds</u>	<u>Amount Outstanding</u>
General Obligation Refunding Bonds, Series 2012 (the “Series 2012 Bonds”)	\$7,280,000

WHEREAS, the City desires to current refund the outstanding Series 2012 Bonds maturing in 2024 and thereafter, in the principal amount of \$7,280,000 (the “Refunded Bonds”) as identified on **Exhibit D** hereto, and the City is authorized under the provisions of the Refunding Bond Law (as defined below), to refund, extend and unify the whole or part of its valid general obligation indebtedness; 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 bonds pursuant to the Refunding Bond Law and 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 found in the Federal Tax Certificate executed by the City in connection with the Bonds, 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**” when used with respect to any Bond means the Person in whose name such Bond is registered on the Bond Register.

“**Bonds**” means the City of Raymore, Missouri, General Obligation Refunding Bonds, Series 2022, 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.

“**Costs of Issuance Fund**” means the fund by that name created by **Section 501** hereof.

“**Debt Service Fund**” means the fund by that name referred to in **Section 501** hereof.

“**Defaulted Interest**” means interest on any Bond which is payable but not paid on any Interest Payment Date.

“**Defeasance Obligations**” means any of the following obligations:

(a) United States Government Obligations that are not subject to redemption in advance of their maturity dates;

(b) obligations of any state or political subdivision of any state, the interest on which is excluded from gross income for federal income tax purposes and 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.

“Escrow Agent” means UMB Bank, N.A., Kansas City, Missouri, and any successors or assigns.

“Escrow Agreement” means the Letter of Instructions from the City to the Escrow Agent related to the refunding of the Refunded Bonds.

“Escrow Fund” means the fund by that name referred to in **Section 501** hereof.

“Federal Tax Certificate” means the Federal Tax Certificate executed by the City with respect to the Bonds, as from time to time amended in accordance with the provisions thereof.

“General Obligation Bond Law” means Article VI, Section 26 of the Constitution of Missouri, as amended, and Chapter 95 of the Revised Statutes of Missouri, as amended.

“Interest Payment Date” means the Stated Maturity of an installment of interest on any Bond.

“Maturity” when used with respect to any Bond means 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 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 Bonds, as of any particular date of determination, all Bonds theretofore authenticated and delivered hereunder, except the following Bonds:

(a) Bonds theretofore cancelled by the Paying Agent or delivered to the Paying Agent for cancellation;

(b) Bonds deemed to be paid in accordance with the provisions of **Section 701** hereof; and

(c) Bonds in exchange for or in lieu of which other Bonds have been authenticated and delivered hereunder.

“Participants” means those financial institutions for whom the Securities Depository effects book-entry transfers and pledges of securities deposited with the Securities Depository, as such listing of Participants exists at the time of such reference.

“Paying Agent” means Security Bank of Kansas City, in 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 Bank, the Federal Banks for Cooperatives, the Federal Land Banks, the Federal Home Loan Banks and the 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) money market mutual funds (1) that invest in Government Obligations, and (2) that are rated in either of the two highest categories by a nationally recognized rating service; and
- (g) any other securities or investments that are lawful for the investment of moneys held in such funds or accounts under the laws of the State of Missouri.

“Person” means any natural person, corporation, partnership, joint venture, association, firm, joint-stock company, trust, unincorporated organization, or government or any agency or political subdivision thereof or other public body.

“Purchase Price” means the principal amount of the Bonds plus any accrued interest to the delivery date, plus any premium or less any discount, and less the underwriter’s discount, as set forth in the bid of the Purchaser.

“Purchaser” means [PURCHASER], 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.

“**Refunded Bonds**” means the outstanding Series 2012 Bonds maturing on March 1, 2024 and thereafter which are identified on **Exhibit D** hereto.

“**Refunding Bond Law**” means Article VI, Section 28 of the Constitution of Missouri, as amended, and Section 108.140 of the Revised Statutes of Missouri, as amended.

“**Replacement Bonds**” means Bonds issued to the beneficial owners of the Bonds in accordance with **Section 210(b)** hereof.

“**Securities Depository**” means, initially, The Depository Trust Company, New York, New York, and its successors and assigns.

“**Series 2012 Bonds**” means the City’s General Obligation Refunding Bonds, Series 2012.

“**Series 2012 Ordinance**” means the Ordinance of the City authorizing the issuance of the Series 2012 Bonds.

“**Special Record Date**” means the date fixed by the Paying Agent pursuant to **Section 204** hereof for the payment of Defaulted Interest.

“**Stated Maturity**” when used with respect to any Bond or any installment of interest thereon means 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.

“**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 which 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 City of Raymore, Missouri, General Obligation Refunding Bonds, Series 2022 in an aggregate principal amount of \$7,025,000 (the “Bonds”), for the purpose of current refunding the Refunded Bonds and paying the costs related to the issuance of the Bonds and the refunding of the Refunded 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 forms 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 set forth below, shall be subject to redemption and payment prior to their Stated Maturities as provided in **Article III**, and shall bear interest at various interest rates as follows:

<u>Serial Bonds</u>		
<u>Stated Maturity</u> <u>March 1</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>
2024	\$855,000	%
2025	1,810,000	
2026	2,070,000	
2027	2,290,000	

The Bonds shall bear interest (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 September 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 in 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 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 of each Bond shall be paid at Maturity by check or draft to the Person in whose name such Bond is registered on the Bond Register at the Maturity thereof, upon presentation and surrender of such Bond at the payment office of the Paying Agent.

The interest payable on each Bond on any Interest Payment Date shall be paid to the Registered Owner of such Bond as shown on the Bond Register at the close of business on the Record Date for such interest (a) by check or draft mailed by the Paying Agent to the address of such Registered Owner shown on the Bond Register, or (b) in the case of an interest payment to (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 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 name and address of the bank (which shall be in the continental United States), ABA routing number, 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 which 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 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 to cause the Bonds to be registered in the office of the State Auditor of Missouri as provided by law, 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 issuing a new Bond.

Upon the issuance of any new Bond under this Section, the City or the Paying Agent 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 that otherwise have been surrendered to the Paying Agent, either at or before Maturity, shall be cancelled by the Paying Agent immediately upon the payment 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 cancelled and destroyed and shall file an executed counterpart of such certificate with the City.

Section 209. 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 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.

Section 210. Book-Entry Bonds; Securities Depository.

(a) The Bonds shall initially be registered to Cede & Co., the nominee for the Securities Depository, and no beneficial owner will receive certificates representing their respective interest in the Bonds, except in the event the Paying Agent issues Replacement Bonds as provided in subsection (b) hereof. It is anticipated that during the term of the Bonds, the Securities Depository will make book-entry transfers among its Participants and receive and transmit payment of principal of, premium, if any, and interest on, the Bonds to the Participants until and unless the Paying Agent authenticates and delivers Replacement Bonds to the beneficial owners as described in subsection (b).

(b) (1) If the City determines (A) that the Securities Depository is unable to properly discharge its responsibilities, or (B) that the Securities Depository is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, or (C) that the continuation of a book-entry system to the exclusion of any Bonds being issued to any 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 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 210(c)** hereof to effect book-entry transfers. In such event, all references to the Securities Depository herein shall relate to the period of time when the Securities Depository 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 210(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 which is a registered clearing agency under the Securities and Exchange Act of 1934, as amended, or other applicable statute or regulation that operates a securities depository upon reasonable and customary terms. The Paying Agent upon its receipt of a Bond or Bonds for cancellation shall cause the delivery of Bonds to the successor Securities Depository in appropriate denominations and form as provided herein.

Section 211. Preliminary 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.

ARTICLE III

REDEMPTION OF BONDS

Section 301. No Redemption of Bonds. The Bonds shall not be subject to redemption prior to maturity.

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 which 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 of the City 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) Debt Service Fund.
- (b) Costs of Issuance Fund.

In addition to the funds described above, the Escrow Agreement establishes the Escrow Fund to be held and administered by the Escrow Agent in accordance with the provisions of the Escrow Agreement.

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 as follows:

- (a) From the proceeds of the Bonds, and other legally available funds of the City, an amount that will be sufficient for the payment of the Refunded Bonds when called for redemption as

soon as practical, shall be transferred to the Escrow Agent and deposited in the Escrow Fund and applied in accordance with **Section 506** hereof and the Escrow Agreement.

(b) The remaining balance of Bond proceeds shall be deposited in the Costs of Issuance Fund and shall be disbursed by the Paying Agent to pay costs of issuing the Bonds, including the fees of attorneys, financial consultants, accountants, rating agencies, printers and others employed to render professional services and other costs, fees and expenses incurred in connection with the issuance of the Bonds and the refunding of the Refunded Bonds. Any of such moneys not used for such purpose and remaining on deposit on July 1, 2022, shall be transferred to and deposited in the Debt Service Fund.

Section 503. Application of Moneys in Debt Service Fund. All amounts paid and credited to the Debt Service Fund shall be expended and used by the City for the purpose of paying the Bonds as and when the same become due and the usual and customary fees and expenses of the Paying Agent. The Finance Officer of the City 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 which 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.

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 (with the exception of the Escrow Fund) may be invested by the Finance Officer of the City 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. Nonpresentation 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. Application of Moneys in the Escrow Fund. Under the Escrow Agreement, the Escrow Agent will hold the proceeds deposited therein uninvested as cash in accordance with the Escrow Agreement. The cash held in the Escrow Fund will be applied by the Escrow Agent as provided in the Escrow Agreement. All money deposited with the Escrow Agent shall be deemed to be deposited in accordance with and subject to all of the provisions contained in the Series 2012 Ordinance, this Ordinance and the Escrow Agreement.

Section 507. Redemption of Refunded Bonds. The Refunded Bonds identified on **Exhibit D** hereto are hereby called for redemption and payment prior to maturity as soon as practical. The Refunded Bonds shall be redeemed at the office of the paying agent for the Refunded Bonds, on said redemption date by the payment of the principal thereof, together with accrued interest thereon to the redemption date. In accordance with the requirements of the Series 2012 Ordinance, the Paying Agent is hereby directed to cause notice of the call for redemption and payment of the Refunded Bonds to be given in the manner provided in the Series 2012 Ordinance. The officers of the City and the paying agent for the Refunded Bonds are hereby authorized and directed to take such other action as may be necessary in order to effect the redemption and payment of the Refunded Bonds as herein provided.

Section 508. Payments Due on Saturdays, Sundays and Holidays. In any case where a Bond Payment Date is not a Business Day, then payment of principal or interest need not be made on such Bond Payment Date but may be made on the next succeeding Business Day with the same force and effect as if made on such Bond Payment Date, and no interest shall accrue for the period after such Bond Payment Date.

ARTICLE VI

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 which 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 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 of said Bonds or the interest payments thereon, in trust for and irrevocably appropriated thereto, moneys and/or Defeasance Obligations which, 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 if default in such payment has occurred on such date, then to the date of the tender of such payments. 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, which would adversely affect the exclusion from federal gross income of the interest on the Bonds or the Refunded Bonds. The City will also adopt such other ordinances and take such other actions as may be necessary to comply with the Code and with other applicable future laws, regulations, published rulings and judicial decisions, to the extent any such actions can be taken by the City, in order to ensure that the interest on the Bonds will remain excluded from federal gross income, 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 or the Refunded Bonds 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. Such audits shall at all times during the usual business hours be open to the examination and inspection by any taxpayer, any Registered Owner of any of the Bonds, or by anyone acting for or on behalf of such taxpayer or Registered Owner. A duplicate copy of the audit shall be submitted electronically to the Municipal Securities Rulemaking Board through the Electronic Municipal Market Access (EMMA) system in accordance with the Continuing Disclosure Certificate executed by the City in connection with the issuance of the Bonds.

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.

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 which the City is required to pay on any Bond;
- (c) permit preference or priority of any Bond over any other Bond; or
- (d) reduce the percentage in principal amount of Bonds required for the written consent to any modification or alteration of the provisions of this Ordinance.

Any provision of the Bonds or of this Ordinance may, however, be amended or modified by ordinance duly adopted by the 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 which 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 which 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 which 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.

Section 809. Electronic Transaction. The transactions 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: _____, 2022

SECOND READING: _____, 2022

BE IT REMEMBERED THE PRECEDING ORDINANCE WAS READ A FIRST TIME ON _____, 2022 AND WAS READ A SECOND TIME AND APPROVED AND ADOPTED UPON ITS SECOND READING THIS _____, 2022, BY THE FOLLOWING VOTE:

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

APPROVED:

ATTEST:

Kristofer P. Turnbow, Mayor

Erica Hill, City Clerk

(SEAL)

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 REFUNDING BOND
SERIES 2022**

Interest Rate Maturity Date Dated Date CUSIP Number

_____, 2022

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, 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 September 1, 2022, until said principal amount has been paid.

The principal of this Bond shall be paid at maturity by check or draft to the person in whose name this Bond is registered at the maturity date thereof, upon presentation and surrender of this Bond at the payment office of **SECURITY BANK OF KANSAS CITY**, Kansas City, Kansas (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 name and address of the bank (which shall be in the continental United States), ABA routing number, account name and account number to which such Registered Owner wishes to have such transfer directed. The principal 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 “City of Raymore, Missouri, General Obligation Refunding Bonds, Series 2022,” aggregating the principal amount of \$7,025,000 (the “Bonds”), issued by the City for the purpose of current refunding the Refunded Bonds and paying the costs associated with the issuance of the Bonds and the refunding of the Refunded Bonds, under the authority of and in full compliance with the constitution and laws of the State of Missouri, and pursuant to an ordinance duly passed (the “Ordinance”) and proceedings duly and legally had by the governing body of the City. Capitalized terms not defined herein shall have the meanings set forth in the Ordinance.

The Bonds are not subject to redemption prior to maturity.

The Bonds constitute general obligations of the City payable from ad valorem taxes which 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 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.

The proceedings relating to the issuance of the Bonds have been presented to and filed with the State Auditor of Missouri, who has examined the same and has issued a certificate that such proceedings comply with the laws of the State of Missouri and that the conditions of the Ordinance under which the Bonds were ordered to be issued have been complied with.

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 Officer or Signatory

City Clerk

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

Print or Type Name, Address and Social Security Number
or other Taxpayer Identification Number of Transferee

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints
_____ agent to transfer the within Bond on the books kept by the Paying Agent for
the registration thereof, with full power of substitution in the premises.

Dated: _____

NOTICE: The signature to this assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Bond in every particular.

Medallion Signature Guarantee:

LEGAL OPINION

The following is a true and correct copy of the approving legal opinion of Gilmore & Bell, P.C., Bond Counsel, which was dated and issued as of the date of original issuance and delivery of the Bonds:

GILMORE & BELL
A Professional Corporation
2405 Grand 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

**EXHIBIT D
TO ORDINANCE**

REFUNDED BONDS

The Refunded Bonds consist of the principal amounts of the Series 2012 Bonds payable on the maturity dates specified below:

Refunded Bonds	
<u>Maturity</u> <u>March 1</u>	<u>Principal</u> <u>Amount</u>
2024	\$920,000
2025	1,875,000
2026	2,135,000
2027	2,350,000

New Business



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: March 14, 2022

SUBMITTED BY: David Gress

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 3701: Sunset Lane - Park Side Subdivision Reimbursement

STRATEGIC PLAN GOAL/STRATEGY

2.2.2: Create and maintain a well-connected transportation network

FINANCIAL IMPACT

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

PROJECT TIMELINE

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

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

Reimbursement Agreement
Map

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

The 2020 General Obligation Bond Issue included funding for the extension of 163rd Street from its current terminus east to its intersection with Sunset Lane, and the extension of Sunset Lane from 163rd Street south to the current northern terminus of Sunset Lane. The road segments traverse adjacent to and through the proposed Park Side Subdivision, providing access to the subdivision.

Dan Carr, the developer of Park Side subdivision, desires to commence construction on the 1st phase of the subdivision. To provide access to the 1st phase, Mr. Carr desires to advance the construction of the 163rd Street segment and the portion of Sunset Lane that crosses through the subdivision. The design of these road segments was completed through a reimbursement agreement with Mr. Carr. A reimbursement agreement to advance the schedule for construction of these road segments is now submitted for Council consideration.

BILL 3701

ORDINANCE

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO A STREET IMPROVEMENT REIMBURSEMENT AGREEMENT WITH TRIANGLE 2, LLC AND TRIANGLE 4, LLC, TO EXTEND 163RD STREET AND SUNSET LANE."

WHEREAS, the 2020 General Obligation Bond Issue included funding for the extension of 163rd Street from its current terminus east to its intersection with Sunset Lane, and extend Sunset Lane from 163rd Street south to the southern property line of the Park Side subdivision; and

WHEREAS, on November 9, 2020, the City Council of the City of Raymore adopted Ordinance No. 2020-064 authorizing and directing the issuance of \$8.99 million of the voter approved general obligation revenue bonds, a portion of which has been allocated for street construction and improvements to extend 163rd Street and to extend Sunset Lane; and

WHEREAS, Triangle 2 LLC and Triangle 4 LLC, desires to construct the extended portion of 163rd Street and Sunset Lane as part of its development of the Park Side residential subdivision, in advance of the City construction schedule; and

WHEREAS, it is in the best interest of the City for the extension of 163rd Street and Sunset Lane to be constructed as soon as possible and reimburse Triangle 2 LLC and Triangle 4 LLC, for certain expenses incurred in constructing the extension of 163rd Street and Sunset Lane in advance of the construction dates scheduled by the City, and

WHEREAS, the City desires to have the construction of this extended 163rd Street and Sunset Lane advanced, and to provide for reimbursement of up to \$2,450,000 of the construction costs for the same, as budgeted for under the general obligation revenue bond issuance.

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

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

Section 2. The City Manager and the City Clerk are authorized to execute the same for and on behalf of the City of Raymore.

Section 3. The City Manager is directed to take all steps necessary and appropriate to effectuate the Street Improvement Reimbursement Agreement and to pay up to, but not exceeding, \$2,450,000.

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

DULY READ THE FIRST TIME THIS 14TH DAY OF MARCH, 2022.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 28TH DAY OF MARCH, 2022 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

STREET IMPROVEMENT
REIMBURSEMENT AGREEMENT
Triangle 2, LLC and Triangle 4, LLC
City of Raymore, Missouri

THIS REIMBURSEMENT AGREEMENT (this "Agreement") is made and entered into as of this 28th day of March, 2022 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

A. On the 4th day of August, 2020, the citizens of the City of Raymore voted favorably to authorize the issuance of a maximum of \$17.575 million in general obligation revenue bonds for the purpose of acquiring rights-of-way, and constructing, extending and improving streets and roads within or leading to the City, including Sunset Lane and 163rd Street.

B. The Developer desires to construct the extended portion of 163rd Street, from its current terminus east to its intersection with extended Sunset Lane, and to construct Sunset Lane from its intersections with 163rd Street south to the southern property line of the Park Side residential subdivision.

C. The Developer desires to complete the construction of the extended portion of 163rd Street and Sunset Lane in advance of the construction dates scheduled by the City.

D. The City desires to have the construction of this extended 163rd Street and Sunset Lane advanced, and to provide for reimbursement of the construction costs for the same, as budgeted for under the Issued Bonds.

E. It has been determined by the City Council to be in the best interests of the City to reimburse the Developer for construction costs associated with the extension of 163rd Street and Sunset Lane within the Park Side subdivision.

AGREEMENT

NOW, THEREFORE, in consideration of the above premises and the mutual promises and obligations of the parties hereto being the City and the Developer, each party hereby agree as follows:

1. 163rd Street/Sunset Lane Improvements. The Developer will construct and extend 163rd Street from its current eastern terminus at Churchill Circle to its intersection with the extension of Sunset Lane, and will construct and extend Sunset Lane from its intersection with the extension of 163rd Street south to the southern property line of the Park Side subdivision (the "Road Extension"). The Road Extension will be constructed by the Developer as part of the development of any approved Final Plat of the Park Side residential subdivision.

2. Project Eligibility and Specifications. The Road Extension is included in the 2020 voter approved general obligation revenue bonds, and is currently scheduled to start in FY 2022. The parties have agreed that the construction of the Road Extension in advance of the scheduled City timeline will benefit the City by allowing improved traffic movement, and will benefit the Developer by allowing the continued construction of the Park Side residential subdivision. Based upon the foregoing factors the City has (subject to the conditions and requirements outlined in this Agreement) agreed to reimburse the Developer for the costs of constructing the Road Extension as provided herein. Reimbursement will be provided pursuant to this Agreement provided the construction of the Road Extension meets applicable City standards and is substantially in accordance with the City's final design specifications for the Sunset Lane/163rd Street extensions.

3. Reimbursement. Reimbursement under this Agreement shall be made in a manner consistent with City current policy, and subject to conditions reasonably deemed appropriate by the City including the following:

(i) The cost of the Road Extension has been estimated to be \$2,228,482, exclusive of contingency and without consideration of potential change orders. The amount of reimbursement shall be based upon the actual commercially reasonable construction costs incurred by the Developer in constructing the Road Extension, but shall in no event shall the reimbursement from the City exceed \$2,450,000 as allocated for the Road Extension under the General Obligation Revenue Bonds.

(ii) Per unit construction cost estimates for reimbursable items included in the Road Extension shall be submitted to the City, and are subject to acceptance by the City Engineer, not to be unreasonably withheld or denied. Items not eligible for reimbursement include water and sanitary sewer utilities, and landscaping/streetscape elements notwithstanding that the same may be in public right of way. Items eligible for reimbursement specifically include but are not limited to curb and gutter, storm inlets and pipe serving the roadway, sidewalks, signs, grading, striping, asphalt base, asphalt surface, streetlights and traffic control.

(iii) Developer shall submit monthly reimbursement requests to the City showing work performed and materials provided for construction of the Road Extension, accompanied by proof of payment by Developer and such other documents in support of such reimbursement request as may be reasonably required by the City Engineer. Each reimbursement request shall be deemed approved by the City on the twentieth (20th) day after submission to the City unless the City Engineer notifies the Developer in writing within such period of his rejection of such reimbursement request, specifying the reasons therefor. In such event, the Developer shall have the right to submit a revised reimbursement request addressing the basis of the City Engineer's reason(s) for rejection of the initial submission. The City will reimburse the Developer for the amount of each reimbursement request within twenty (20) days after such reimbursement request is approved. The City represents that there are currently sufficient available funds on deposit from the proceeds of the Issued Bonds to pay the reimbursement provided for in this Agreement.

(iv) As a public works project being performed by the Developer, the parties agree that in connection with the construction of the Road Extension, Developer shall:

(a) Be subject to the requirements of the prevailing wage laws, statutes and regulations of Missouri, including but not limited to Section 290.230 of the Revised Statutes of Missouri,

(b) Pay its workers the prevailing wage Order #24 as established for Cass County, Missouri,

(c) Require its contractors and sub-contractors to comply with the requirements of the prevailing wage statutes of Missouri, and

(d) Hold the City harmless and indemnify the City for any violations, damages, allegations and penalties which may be imposed for violations of the prevailing wage laws, statutes and regulations of Missouri.

(v) Interest expenses incurred by the Developer in advancing the construction of the Road Extension will be the sole responsibility of the Developer and will not be reimbursed by the City.

4. Notices. Any notice, demand, or other communication required or permitted 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 certified mail, return receipt requested, 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
Attn: City Manager
100 Municipal Circle
Raymore, Missouri 64083

or to such other address 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.

5. 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 State of Missouri for all purposes and intents.

6. Entire Agreement: Amendment. The parties agree that this Agreement constitutes the entire agreement on the construction and reimbursement of the costs of the Road Extension. This Agreement shall be amended only in writing and effective when signed by the authorized agents of the parties.

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

8. 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.

9. 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.

10. Indemnification and Extent of Liability. 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 construction of the Road Extension by the Developer or its contractors as 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, 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 Developer and its counsel in such defense. In no event shall the foregoing indemnity apply to any claim relating to the failure or claimed failure of the City to maintain the Road Extension and improvements after they are completed and accepted by the City.

Developer shall not be liable or required to indemnify the City from the City's inspections, or lack of inspections of the plans and specifications for the Road Extension and improvements, said plans having been contracted for between the Developer and Quist Engineering, Inc. and provided, with permission of the same to the Developer.

11. 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.

12. 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 of the Meadowood Phase 3 residential subdivision or any infrastructure improvements for the same in accordance with the City Code of Ordinances as adopted, and as may be otherwise required by the approved engineering plans for the same.

13. Insurance. Developer shall require every person or entity with whom it contracts and who will receive any portion of the funds provided by City herein to procure and maintain, in effect throughout the duration of this Agreement, insurance coverage not less than the types and amounts specified below. Developer shall further require, and shall ensure that City is named as an additional insured and shall provide to City a certificate of insurance, or its equivalent, demonstrating the same.

(i) Workers Compensation coverage as required by statute.

(ii) Contractor's General Liability which shall include completed operations and product liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Developer:

(a) General Aggregate: In an amount equal to the current Missouri sovereign immunity monetary liability limit for all claims arising out of a single occurrence as set forth in Missouri Revised Statutes section 537.610.

(b) Products-Completed Operations Aggregate:
\$1,000,000.

(c) Personal and Advertising Injury: \$1,000,000.

(d) Each Occurrence (Bodily Injury and Property Damage): In an amount equal to the current Missouri sovereign immunity monetary liability limit as set forth in Missouri Revised Statutes section 537.610.

(e) Property Damage liability insurance will provide Explosion, Collapse and Underground coverages where applicable.

(f) Excess or Umbrella Liability

(I) General Aggregate: \$2,000,000

(II) Each Occurrence: \$2,000,000

(iii) Automobile Liability: In an amount equal to the current Missouri sovereign immunity monetary liability limit as set forth in Missouri Revised Statutes section 537.610 for all claims arising out of a single accident or occurrence and for any one person in a single accident or occurrence.

Regardless of any approval by City, it is the responsibility of the Developer and every person or

entity receiving any portion of the funds provided by City herein to maintain the required insurance coverage in force at all times. The failure to ensure that the proper insurance is maintained in effect will not relieve the Developer of any contractual obligation or responsibility. In the event the Developer fails to ensure that the required insurance is maintained in effect, City may order that the street improvements contemplated herein immediately stop and, upon ten (10) days' notice and an opportunity to cure, may pursue its remedies for breach of this Agreement.

14. Compliance with Laws. Developer and its subcontractors shall comply with all applicable federal, state and local laws, ordinances and regulations.

15. Term. This Agreement shall begin upon its execution and shall continue until all the services to be provided are completed subject to the terms and conditions set forth in this Agreement and acceptance by the City of the extended and newly constructed portion of 163rd Street and Sunset Lane.

16. Counterparts. This Agreement may be executed in counterparts, each of which is deemed to be an original, and all such counterparts constitute one and the same instrument.

17. Future appropriations. Nothing herein shall constitute, nor be deemed to constitute, an obligation of future appropriations by any party beyond the obligation to appropriate from currently sufficient available funds on deposit from the proceeds of the Issued Bonds the amount necessary to pay the reimbursement provided for in this Agreement.

18. Default and Remedies. If a 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 thirty (30) days written notice and opportunity 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 either 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.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

THE CITY OF RAYMORE, MISSOURI

By: _____

Jim Feuerborn, City Manager

Attest:

Erica Hill, City Clerk

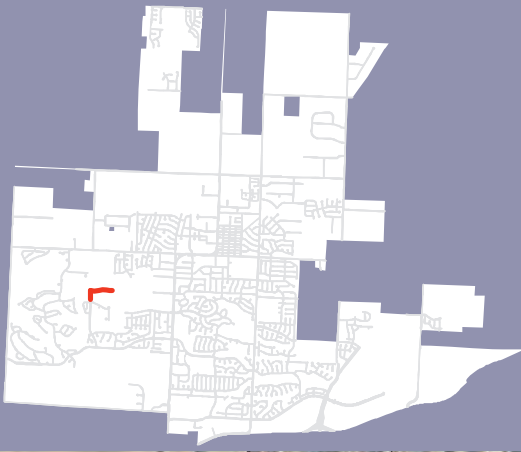
Triangle 2, LLC and Triangle 4, LLC:

By: *Daniel Carr*

Dan Carr

Attest: *Kristi Stuedle*

Kristi Stuedle / Transaction
Name/Title *Manager*

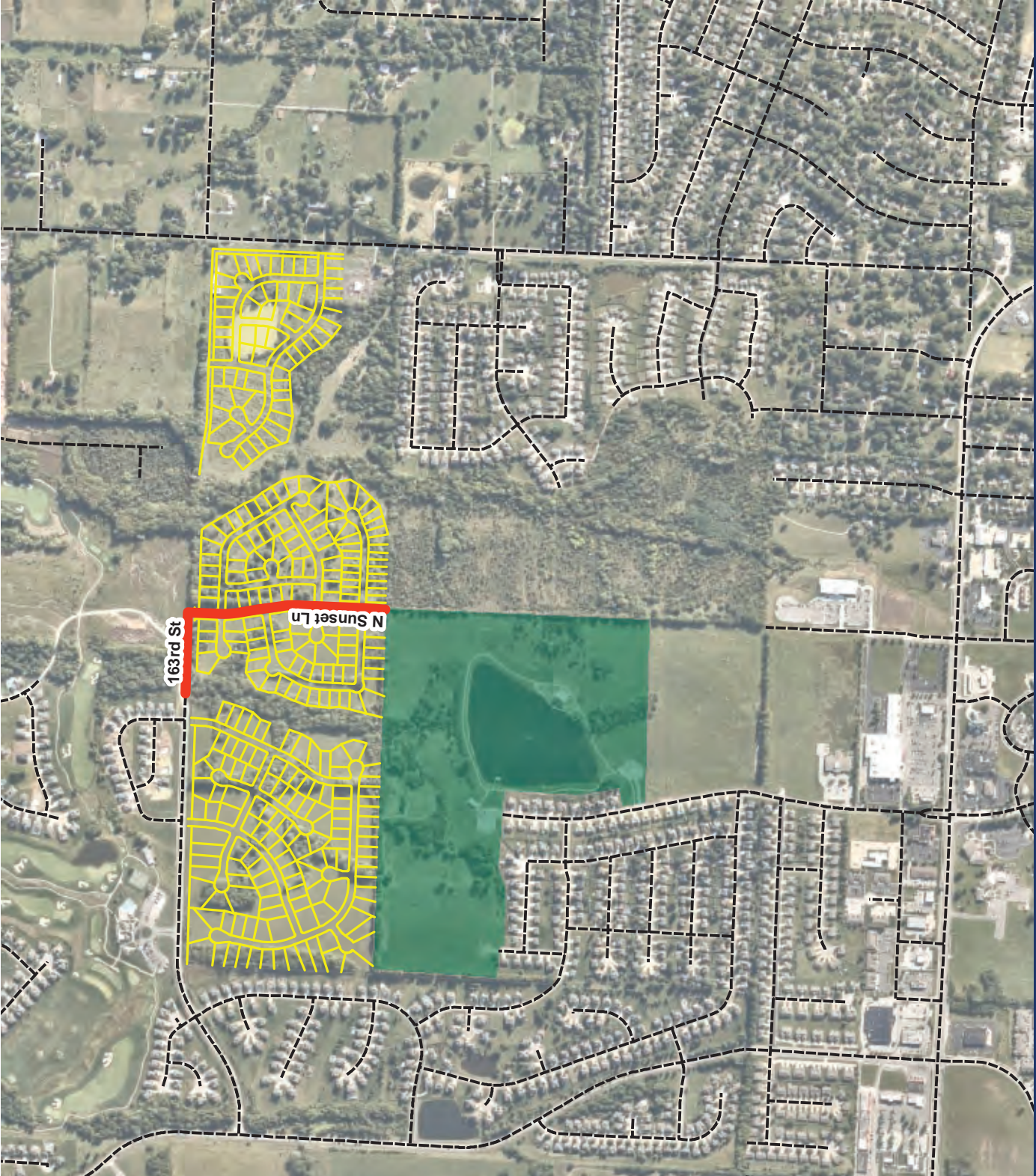


LEGEND

- Reimbursement (163rd St & Sunset Ln)
- Parkside (Preliminary Plat)



3/7/2022





CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: March 14, 2022

SUBMITTED BY: Jim Feuerborn

DEPARTMENT: Administration

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

TITLE / ISSUE / REQUEST

Resolution 22-10 Appointing the Mayor to the Cass County Crime Coalition

STRATEGIC PLAN GOAL/STRATEGY

2.1.3: Engage in regional partnerships that make our community safer and stronger

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

The Cass County Sheriffs Department is spearheading an initiative to provide a "united effort between state, county, and municipal agencies" to fight crime.

The first phase of that initiative is to form the Cass County Crime Coalition. The Coalition will consist of the Cass County Commissioners, the Cass County Prosecutor, the Cass County Sheriff, and the Mayors of Municipalities "to act as a facilitator between organizations in an effort to enhance lines of communication between law enforcement, the judicial system, business community, legislators, and the general public".

This Resolution authorizes the Mayor to join that Coalition.

RESOLUTION 22-10

"A RESOLUTION AUTHORIZING THE MAYOR TO PARTICIPATE AS A MEMBER OF THE CASS COUNTY CRIME COALITION."

WHEREAS, it is the desire of the governing bodies within Cass County, Missouri, to organize an advisory coalition for the purpose of providing support for public safety efforts and initiatives; and

WHEREAS, this coalition will be made up of the Mayors, or the governing body's designee, of each jurisdiction; and

WHEREAS, this advisory coalition shall focus its efforts on methods to support individual law enforcement agencies within Cass County through legislative review and advocacy at the County, State and Federal levels; and

WHEREAS, financial support and resources will be provided by Cass County and if necessary with approval from the participating governing bodies; and

WHEREAS, this advisory coalition shall regularly seek input from the Chiefs of Police in Cass County on their priorities; and

WHEREAS, this group shall be called the Cass County Crime Coalition.

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

Section 1. The Mayor is hereby appointed to the Cass County Crime Coalition.

Section 2. The Mayor is hereby authorized to sign this Resolution.

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

Section 4. The Mayor will make a regular report to the City Council regarding the efforts and activities of the Cass County Crime Coalition.

Section 5. Any Resolution or part thereof which conflicts with this Resolution shall be null and void.

DULY READ AND PASSED THIS 14TH DAY OF MARCH, 2022 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