

AGENDA

Raymore City Council Regular Meeting
City Hall – 100 Municipal Circle
Monday, March 13, 2023
7:00 p.m.

1. Call to Order

2. Roll Call

3. Pledge of Allegiance

4. Presentations/Awards

5. Personal Appearances

6. Staff Reports

- A. Development Services (pg 11)
- B. Monthly Court Report (pg 17)
- 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 Special Meeting Minutes, February 16, 2023 (pg 21)
- B. City Council Meeting Minutes, February 27, 2023 (pg 27)
- C. Acceptance of Public Improvements - Timber Trails 3rd

Reference: - Resolution 23-07 (pg 39)

The Director of Public Works has determined that the project has been satisfactorily completed in accordance with the project specifications. In addition, the Development Services and Public Works directors have inspected the site and found it to be in compliance with City of Raymore Code requirements.

9. Unfinished Business - Second Reading

A. Award of Contract - 2023 Curb Project

Reference: - Agenda Item Information Sheet (pg 43)
- Project Map (pg 45)
- Bill 3789 (pg 46)
- Contract (pg 48)

Staff recommends approval of Bill 3789 awarding the contract to Terry Snelling Construction Inc. for the 2023 Curb replacement project. Work will take place at the locations shown on the attached map.

- City Council, 02/27/2023: Approved 7-0

B. Award of Contract - 2023 Street Preservation

Reference: - Agenda Item Information Sheet (pg 89)
- Project Map (pg 91)
- Bill 3790 (pg 92)
- Contract (pg 94)

Staff recommends approval of Bill 3790 awarding the contract to Tandem Paving Company, Inc. for the 2023 Street Preservation Project. Work will take place at locations shown on the attached map.

- City Council, 02/27/2023: Approved 7-0

C. Park Side 1st Final Plat, Lots 1 thru 28 and Tracts A thru F

Reference: - Agenda Item Information Sheet (pg 133)
- Bill 3784 (pg 135)
- Staff Report (pg 139)
- Development Agreement (pg 145)
- Final Plat Drawing (pg 157)

Dan Carr, representing Triangle 2, LLC and Triangle 4, LLC has requested approval of the Park Side 1st Plat, a 28-lot single family subdivision located south of 163rd Street.

- City Council, 02/27/2023: Approved 7-0

D. Park Side Park 1st Plat

- Reference: - Agenda Item Information Sheet (pg 159)
- Bill 3785 (pg 161)
- Staff Report (pg 163)
- Final Plat Drawing (pg 168)

Dan Carr, representing Triangle 2, LLC and Triangle 4, LLC has submitted the Park Side Park 1st Plat concurrently with the Park Side 1st Plat, as required by the Memorandum of Understanding. The application includes the platting and dedication of approximately 13 acres of land in the northeast corner of the subdivision to satisfy the parkland dedication requirements for the development.

- | |
|------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none">• City Council, 02/27/2023: Approved 7-0 |
|------------------------------------------------------------------------------------------|

E. Sunset Lane 1st Final Plat

- Reference: - Agenda Item Information Sheet (pg 169)
- Bill 3786 (pg 171)
- Staff Report (pg 174)
- Final Plat Drawing (pg 179)

Dan Carr, representing Triangle 2, LLC and Triangle 4, LLC has submitted an application to plat and dedicate the right-of-way required for the future extension of 163rd Street and Sunset Lane through the development of the Park Side subdivision. This segment of roadway was a 2020 G.O. Bond Project which will be constructed as part of the Park Side subdivision development.

- | |
|------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none">• City Council, 02/27/2023: Approved 7-0 |
|------------------------------------------------------------------------------------------|

F. 1st Amendment to Park Side Memorandum of Understanding

- Reference: - Agenda Item Information Sheet (pg 181)
- Bill 3787 (pg 183)
- Memorandum of Understanding (pg 185)

Dan Carr, representing Triangle 2, LLC and Triangle 4, LLC and City Staff have proposed the 1st amendment to the Park Side Memorandum of Understanding to help facilitate the advancement of the extension of 163rd Street connection to North Madison St. to provide immediate access to the parkland area for future development. The proposed amendment adds provisions to support the use of a reimbursement agreement to facilitate the road extension.

- | |
|------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none">• City Council, 02/27/2023: Approved 7-0 |
|------------------------------------------------------------------------------------------|

G. 163rd Street Design and Construction Reimbursement Agreement

- Reference: - Agenda Item Information Sheet (pg 201)
- Bill 3788 (pg 203)
- Reimbursement Agreement (pg 205)

In conjunction with the 1st Amendment to the Park Side Memorandum of Understanding, staff has prepared a reimbursement agreement between the City and the Park Side subdivision Developer, Triangle 2, LLC and Triangle 4, LLC. The Developer has agreed to advance the construction of 163rd Street from North Madison Street ahead of the approved phasing plan for the subdivision to provide immediate access to the parkland area, and cover the up-front costs of the design and construction.

The proposed Reimbursement Agreement outlines annual reimbursements to the Developer from the Excise Tax Fund to reimburse the Developer for the City's portion of this road project.

- | |
|------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none">• City Council, 02/27/2023: Approved 7-0 |
|------------------------------------------------------------------------------------------|

H. Raymore Commerce Center South Chapter 100 Plan for Industrial Development

- Reference: - Agenda Item Information Sheet (pg 211)
- Bill 3795 (pg 213)
- Plan for Industrial Development (pg 219)
- Cost Benefit Analysis (pg 228)
- Development and Performance Agreement (pg 235)

Grant Harrison, representing VTRE Development LLC, is requesting approval of a redevelopment plan that includes financial incentives in the form of Chapter 100 bonds to construct approximately 1,750,000 to 3,500,000 square feet of industrial space on 260 acres known as Raymore Commerce Center South, located south of 195th Street, east of Interstate 49.

At the February 27, 2023 meeting, the City Council voted to continue the tax-hearing associated with this item to the March 13, 2023 meeting, where it would be considered by the City Council, subject to the approval of a Development and Performance Agreement outlining the terms and conditions of the project.

Staff has finalized the Development and Performance Agreement, and the request is now submitted to the City Council for full consideration. Staff recommends that the Council recognize any taxing jurisdictions that may be present to provide comments.

- | |
|------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none">• City Council, 02/27/2023: Public Hearing continued to 03/13/2023 Council meeting |
|------------------------------------------------------------------------------------------------------------------------------------|

10. New Business - First Reading

A. Award of Contract - Lawn and Landscape

Reference: - Agenda Item Information Sheet (pg 279)
- Bill 3794 (pg 281)
- Staff Report (pg 283)

As part of the City's Strategic Goal to enhance first impressions and create a physical environment that inspires a sense of pride, the staff proposes awarding a contract for mowing and median landscaping services to Outdoor Solutions, LLC. This contract will cover mowing of City properties at Municipal Circle, Animal Control and Public Works Facilities. The contractor will also provide landscaping and maintenance services to more than a dozen street medians and islands.

B. Correction to Oak Ridge Farms 4th Plat Rezoning Legal Description (public hearing)

Reference: - Agenda Item Information Sheet (pg 309)
- Bill 3791 (pg 311)
- Staff Memo (pg 315)
- Rezoning Exhibit (pg 316)

On April 25, 2022, the City Council approved Ordinance 2022-031, considered as Bill 3708, which proposed the rezoning of approximately 9 acres of land located south of Pine Street, east of N. Madison, from its previous C-2 General Commercial District designation to the proposed R-3A Multiple Family Residential District as part of the proposed Oak Ridge Farms 4th Phase. In further research, it became evident that the legal description contained within Ordinance 2022-031 was not inclusive of all of the property intended to be rezoned, and inadvertently omitted a portion of the area proposed to be rezoned as part of the Oak Ridge Farms 4th Plat Rezoning application.

Bill 3791 proposes to correct the scrivener's errors contained within the original legal description so as to accurately reflect the zoning map amendment proposed to and approved by the City Council on April 25, 2022 by way of Ordinance 2022-031.

C. Oak Ridge Farms 4th Plat Lots 61 - 84, Replat of Lot 58

Reference: - Agenda Item Information Sheet (pg 317)
- Bill 3792 (pg 319)
- Staff Report (pg 321)
- Final Plat Drawing (pg 329)

Sean Siebert, representing ORF 4, LLC, is requesting approval of the Oak Ridge Farms 4th Plat, Lots 61 thru 84, a replat of Lot 58 of the existing Oak Ridge Farms 4th Plat.

The applicant has requested to further subdivide Lot 58 into multiple lots, each containing individual residential buildings. Each proposed lot as requested must comply with the bulk and dimensional standards for the R-3A Zoning District.

- | |
|------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none">• Planning and Zoning Commission, 03/07/2023: Approved 6-0 |
|------------------------------------------------------------------------------------------------------------|

D. Establishing Stop Signs within Timber Trails Development

- Reference:
- Agenda Item Information Sheet (pg 331)
 - Stop Sign Map (pg 333)
 - Bill 3793 (pg 335)

At a recent Council Work Session, Staff presented recommendations for modifying traffic control within the Timber Trails Development. City Council is requested to approve stop signs in Timber Trails at the locations shown on the attached map.

11. Public Comments

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

12. Mayor/Council Communication

13. Adjournment

Items provided under "Miscellaneous" in the Council Packet:

- Planning and Zoning Commission Minutes, 02/21/2023 (pg 339)
-

EXECUTIVE SESSION (CLOSED MEETING)

The Raymore City Council is scheduled to enter into executive session to discuss litigation as authorized by RSMo 610.021 (1).

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 2023

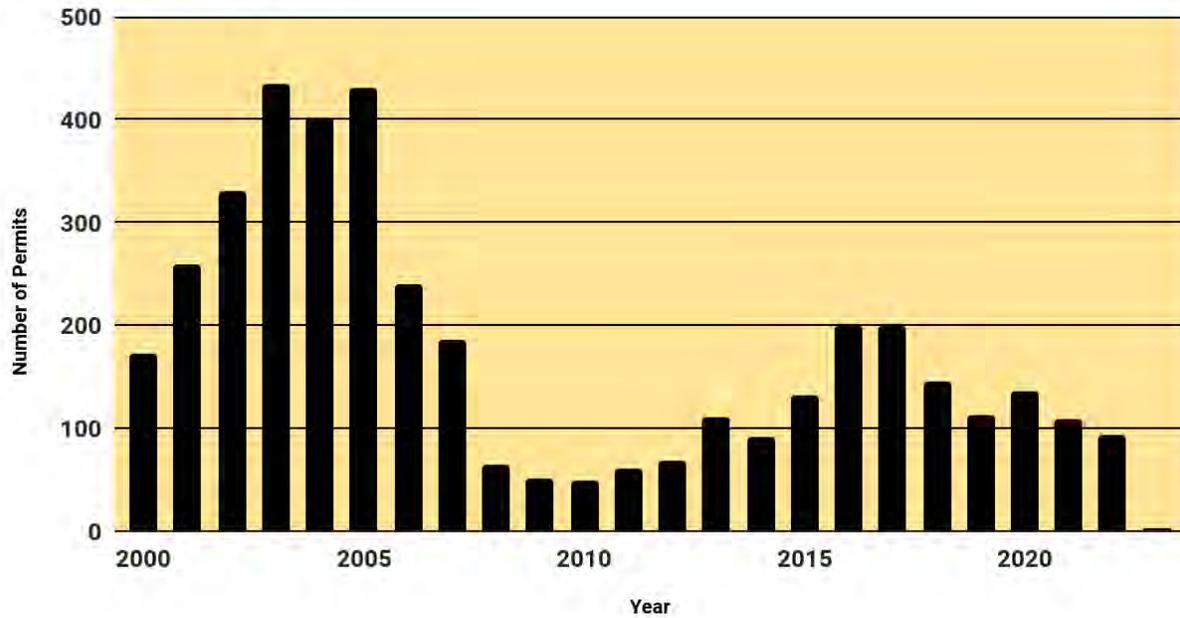
Building Permit Activity

Type of Permit	FEB 2023	2023 YTD	2022 YTD	2022 Total
Detached Single-Family Residential	0	2	18	94
Attached Single-Family Residential	0	0	58	238
Multi-Family Residential	0	0	0	15
Miscellaneous Residential (deck; roof)	33	72	79	763
Commercial - New, Additions, Alterations	4	7	5	20
Sign Permits	7	9	3	49
Inspections	FEB 2023	2023 YTD	2022 YTD	2022 Total
Total No. of Inspections	463	924	753	6,264
Residential Inspections	228	431	-	-
Commercial Inspections	235	493	-	-
Valuation	FEB 2023	2023 YTD	2022 YTD	2022 Total
Total Residential Permit Valuation	\$0	\$468,900	\$16,410,700	\$69,322,400
Total Commercial Permit Valuation	\$1,310,700	\$2,216,900	\$11,404,700	\$93,784,200

Additional Building Activity:

- Vertical construction commenced on the clubhouse and fitness center at The Depot residential apartment community. Several foundations were also poured for residential buildings in preparation for vertical construction.
- Development Services Superintendent Jon Woerner commenced plan review for the Raymore Activity Center expansion, as part of the 2020 GO Bond projects.
- Staff continues review and inspections at the Southern Glazer's distribution center as they continue the buildout of their facility at 1100 S. Dean Avenue.
- Plans were approved for additional utility improvements for Building 3 within the Raymore Commerce Center (1300 S. Dean Avenue) to support the location of Nuuly, a subsidiary of Urban Outfitters.
- Inspection activity continues at the Venue townhome development at North Cass Parkway and Dean Avenue.

Single Family Building Permits



CODE ENFORCEMENT ACTIVITY

Code Activity	FEB 2023	2023 YTD	2022 YTD	2022 Total
Code Enforcement Cases Opened	44	88	85	705
<i>Notices Mailed</i>		0		-
-Tall Grass/Weeds	0	1	0	144
- Inoperable Vehicles	25	50	28	221
- Junk/Trash/Debris in Yard	3	12	15	122
- Object placed in right-of-way	1	1	0	10
- Parking of vehicles in front yard	1	2	6	46
- Exterior home maintenance	4	9	15	73
- Other (trash at curb early; signs; etc)	0	0	0	0
Properties mowed by City Contractor	0	0	0	55
Abatement of violations (silt fence repaired; trees removed; stagnant pools emptied; debris removed)	0	0	0	0
Signs in right-of-way removed	61	110	82	1,184
Violations abated by Code Officer	6	9	21	76

DEVELOPMENT ACTIVITY

Current Projects

- Comprehensive Plan RFQ
- Park Side Phase 1 (1st Plat, Sunset Lane, Park Dedication)
- Knoll Creek 2nd Plat
- Timber Trails Mixed Use Development
- Oak Ridge Farms Replat
- 807 Bridgshire Utility Easement Vacation
- 100 N. Woodson Fence Variance (BZA)

ACTION OF BOARDS, COMMISSIONS & CITY COUNCIL

February 7, 2023 Planning and Zoning Commission

- Approved Site Plan application for Willowind Lot 2, multi-tenant building

February 13, 2023 City Council

- 2nd Reading - Edgewater 8th Final Plat
- 2nd Reading - Edgewater 9th Final Plat
- 1st Reading - Economic Development Request for Raymore Commerce Center Building 3/NUULY

February 21, 2023 Planning and Zoning Commission

- Recommended Approval, Park Side 1st Plat
- Recommended Approval, Park Side Park 1st Plat
- Recommended Approval, Sunset Lane 1st Plat
- Approved Raymore Activity Center Site Plan Amendment

February 27, 2023 City Council

- 2nd Reading - Economic Development Request for Raymore Commerce Center Building 3/NUULY
- 1st Reading - Park Side 1st Plat
- 1st Reading - Park Side Park 1st Plat
- 1st Reading - Sunset Lane 1st Plat
- 1st Reading - Park Side Phase 1 MOU

UPCOMING MEETINGS - MARCH/APRIL

March 7, 2023 Planning and Zoning Commission

- Oak Ridge Farms 4th Plat, Replat of Lot 58

March 13, 2023 City Council

- 2nd Reading - Park Side 1st Plat
- 2nd Reading - Park Side Park 1st Plat

- 2nd Reading - Sunset Lane 1st Plat
- 2nd Reading - Park Side Phase 1 MOU
- 1st Reading - Oak Ridge Farms 4th Plat, Replat of Lot 58
- 1st Reading (tentative) - Raymore Commerce South Chapter 100 Plan

March 21, 2023 Planning and Zoning Commission

- Timber Trails Mixed Use PUD Rezoning and Preliminary Plan (public hearing)

March 27, 2023 City Council

- 2nd Reading - Oak Ridge Farms 4th Plat, Replat of Lot 58

April 4, 2023 Planning and Zoning Commission

- Meeting Canceled (2023 APA National Planning Conference)

DEPARTMENT ACTIVITY

- Development Services Director David Gress, City Planner Dylan Eppert and Code Enforcement Officer Drayton Vogel presented information at the Joint Work Session meeting of the City Council and Planning and Zoning Commission regarding short and long-term rental housing within the City.
- Economic Development Director Brandon Keller and Development Services Director David Gress attended the Intergovernmental Relations Committee meeting of the Chamber of Commerce to review the upcoming Candidate Forum, scheduled for March 22, 2023.
- City Planner Dylan Eppert and Development Services Director David Gress met with members of the Morningview HOA.
- Economic Development Director Brandon Keller, Development Services Director David Gress, Parks and Recreation Director Nathan Musteen and Recreation Superintendent Todd Brennon attended the ribbon cutting ceremony for Whataburger, hosted by the Raymore Chamber of Commerce.
- City Planner Dylan Eppert and Director David Gress attended the monthly Southland Planners meeting, with planning staff from Belton, Peculiar, Harrisonville and Grandview.
- Economic Development Director Brandon Keller attended the Quarter 1 Investor meeting hosted by the Kansas City Area Development Council (KCADC).
- City Planner Dylan Eppert attended a webinar hosted by the Mid-America Regional Council "Community Connections" which would help connect our aging population with helpful resources.



- Development Services Director David Gress and Economic Development Director Brandon Keller, attended the public hearing in Jefferson City regarding HB 909.
- An application was filed for a PUD Rezoning and Preliminary Development Plan for an approximately [22-acre mixed use development](#) located west of Dean Avenue, north of Johnston Drive, within the Timber Trails development.
- Development Services Director David Gress attended the South Kansas City Alliance meeting as well as the South Kansas City Chamber of Commerce meeting in South Kansas City to share information regarding the proposed landfill development and the City's efforts related to HB 909.
- City Planner Dylan Eppert attended a webinar hosted by the Mid-America Regional Council, presented by Marlborough Community Land Trust to discuss Community Land Trusts.
- Development Services Director David Gress and City Planner Dylan Eppert participated in a webinar hosted by Mid-America Regional Council regarding the topic of Community For All Ages as well as Universal Design.
- Development Services Director David Gress and Economic Development Director Brandon Keller attended the monthly Board meeting of the Raymore Chamber of Commerce, as well as a meeting of the Intergovernmental Relations Committee of the Chamber.
- The Planning and Zoning Commission met on Tuesday, February 21 and approved final plat applications for the first phase of the [Park Side development](#), as well as a site plan amendment for the expansion of the Raymore Activity Center.
- Development Services staff finalized the migration of the Unified Development Code to [eCode360](#), an online hosting platform for the City Code. The migrations eases accessibility of the Code for staff, elected and appointed officials, and residents.

GIS ACTIVITY

- New imagery available for Raymore
- ArcGIS license server tasks
- Quarterly and monthly feature updates
- Portal admin tasks (indexing, backup, etc)
- Database admin tasks, (indexing, backups, etc)
- Data analysis & output as requested
- Addressing operations
- Support for migration to AWS cloud region
- Configuration of services to improve performance
- Buy up opportunities from statewide 911 acquisition

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 2, 2023 - Mar 31, 2023	
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		76	1,171	553
B. Cases (citations/informations) filed		6	137	36
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		4	69	22
5. Violations Bureau Citations (i.e. written plea of guilty) and bond forfeiture by court order (as payment of fines/costs)		0	27	0
6. dismissed by court		0	6	0
7. <i>nolle prosequi</i>		0	6	10
8. certified for jury trial (not heard in Municipal Division)		0	0	0
9. TOTAL CASE DISPOSITIONS		4	108	32
D. Cases (citations/informations) pending at end of month [pending caseload = (A+B)-C9]		78	1,200	557
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	89	1. # Issued during period	0	
2. # Served/withdrawn during reporting period	62	<input type="checkbox"/> Court staff does not process parking tickets		
3. # Outstanding at end of reporting period	1,632			

MUNICIPAL DIVISION SUMMARY REPORTING FORM

COURT INFORMATION	Municipality: Raymore Municipal	Reporting Period: Feb 2, 2023 - Mar 31, 2023
--------------------------	---------------------------------	----------------------------------------------

V. DISBURSEMENTS

Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)		Other Disbursements: Enter below additional surcharges and/or fees not listed above. Designate if subject to the excess revenue percentage limitation. Examples include, but are not limited to, arrest costs and witness fees.	
Fines - Excess Revenue	\$7,468.50	Court Automation	\$590.54
Clerk Fee - Excess Revenue	\$694.91	Law Enf Arrest-Local	\$200.00
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Excess Revenue	\$21.43	Total Other Disbursements	\$790.54
Bond forfeitures (paid to city) - Excess Revenue	\$560.00	Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited	\$16,248.60
Total Excess Revenue	\$8,744.84	Bond Refunds	\$771.00
Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)		Total Disbursements	\$17,019.60
Fines - Other	\$4,411.10		
Clerk Fee - Other	\$317.46		
Judicial Education Fund (JEF) <input type="checkbox"/> Court does not retain funds for JEF	\$0.00		
Peace Officer Standards and Training (POST) Commission surcharge	\$84.37		
Crime Victims Compensation (CVC) Fund surcharge - Paid to State	\$601.51		
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Other	\$9.78		
Law Enforcement Training (LET) Fund surcharge	\$164.00		
Domestic Violence Shelter surcharge	\$328.00		
Inmate Prisoner Detainee Security Fund surcharge	\$164.00		
Restitution	\$0.00		
Parking ticket revenue (including penalties)	\$0.00		
Bond forfeitures (paid to city) - Other	\$633.00		
Total Other Revenue	\$6,713.22		

Consent Agenda

THE RAYMORE CITY COUNCIL MET IN SPECIAL SESSION ON MONDAY, FEBRUARY 16, 2023 AT 227 MUNICIPAL CIRCLE, RAYMORE, MISSOURI. MEMBERS PRESENT: COUNCILMEMBERS ABDELGAWAD, BARBER, BERENDZEN, BURKE III, FORSTER, HOLMAN, TOWNSEND, AND WILLS. ALSO PRESENT: CITY MANAGER JIM FEUERBORN, CITY ATTORNEY JONATHAN ZERR, AND CITY CLERK ERICA HILL.

1. Call to Order

Mayor Pro Tem Townsend called the meeting to order at 6:05 p.m.

2. Roll Call

City Clerk Erica Hill called roll; quorum present to conduct business. Mayor Turnbow was absent.

3. Pledge of Allegiance

4. First Reading of Bill 3783

BILL 3783: "AN ORDINANCE PURSUANT TO SECTION 260.205 RSMO OPPOSING THE APPROVAL OF ANY APPLICATION FOR THE DEVELOPMENT, CONSTRUCTION, AND OPERATION OF A SOLID WASTE LANDFILL, DEMOLITION MATERIAL LANDFILL, SOLID WASTE TRANSFER STATION, OR DEMOLITION MATERIAL TRANSFER STATION WITHIN ONE-HALF MILE OF THE CITY'S SHARED NORTHERN BORDER WITH THE CITY OF KANSAS CITY, MISSOURI."

City Clerk Erica Hill conducted the first reading of Bill 3783 by title only.

Mayor Pro Tem Townsend opened the public hearing at 6:07 p.m. He asked staff to play Mayor Turnbow's opening remarks and called for a staff report to follow.

City Manager Jim Feuerborn stated that the passage of Bill 3783 invokes 260.205(9) to prohibit a landfill from being located within one-half mile of Raymore's city limits.

Special Counsel Stephen Jeffery presented studies on the effects of landfills, such as odor, dust, respiratory disease, lung cancer, decrease in property values, and difficulty in selling property.

John Bognar, hydrogeologist, presented information on the mechanics of landfills. He reviewed conditions that are used to determine if a geological location is appropriate for the development of a landfill. He concluded that there are several geological concerns for this location.

Mr. Feuerborn stated that staff recommends approval of Bill 3783. He noted that a one-half mile buffer is not enough distance and reviewed the legislation in the

Missouri House and Senate to extend the distance to one mile. He thanked state representatives for their sponsorship and co-sponsorship of House Bill 909.

Mayor Pro Tem Townsend opened the floor to the developer of the project. The developer was not in attendance to present facts related to their proposed project.

Mayor Pro Tem Townsend acknowledged the following public officials in attendance and opened the floor for their comments:

Congressman Mark Alford, 4th District of Missouri
Missouri Representative Mike Haffner, District 55
Missouri Senator Rick Brattin, District 31
Missouri Representative Sherri Gallick, District 62
Missouri Representative Kemp Strickler, District 34
Missouri Representative Chad Perkins, District 40
Belton Mayor Norman Larkey
Cass County Presiding Commissioner Bob Huston
Cass County Associate Commissioner Ryan Johnson

Congressman Alford announced he stands firmly against this landfill and supports Bill 3783. He noted he facilitated a call between Kansas City Mayor Quinton Lucas and Raymore Mayor Kristofer Turnbow, and that he and both Mayors are opposed to this project.

Representative Haffner discussed protecting property rights and explained the continued process to move HB909 through the House and then move SB590 through the Senate to the Governor.

Senator Brattin stated he would fight to put a stop to this landfill. He noted this landfill is the first issue in his career that has 100% opposition.

Representative Perkins spoke to the developer stating that it's unfair to change the game once it has started, but the land doesn't appear to have been acquired to date.

Representative Gallick stated she has received numerous emails and phone calls regarding this project. The only people that appear to want this to move forward are the developers. She noted that the developer has contracted 17 lobbyists.

Representative Strickler stated the Lee's Summit government and school district are against this project. He noted the bipartisan support for HB909.

Presiding Commissioner Huston stated Cass County passed a Resolution opposing this landfill.

Associate Commissioner Johnson stated Raymore is home and lives in a neighborhood that is significantly affected by this project.

Mayor Pro Tem Townsend asked if there were any questions from Council for staff. Hearing none, he thanked the elected officials for their comments.

Mayor Pro Tem Townsend opened the floor for public comments.

The following spoke in favor of Bill 3783:

Kit Starr, 9500 Meadow Lane, Leawood, KS
Pam Hatcher, 1403 N Madison, Raymore, MO
Andrea Lukenbill, 100 E Foxwood Drive, Raymore, MO
Sarah Thompson, 806 Bridgeshire Drive, Raymore, MO
Pat Gore, 206 Gore Road, Raymore, MO
Danielle Turpin, 1208 Thompson Circle, Raymore, MO
Randall Wills, 22303 S Harper Road, Peculiar, MO
Colleen White, 14801 Peterson Road, Kansas City, MO
Rick Meyers, 14550 Raytown Road, Kansas City, MO
Todd Berck, 1214 Buckingham Court, Raymore, MO
David Little, 10705 State Route 150 Highway, Kansas City, MO
Shelly Little, 207 SW Pinnell Drive, Lee's Summit, MO
Terri Clark, 1553 Brompton Lane, Raymore, MO
Don Bytner, 2918 SW Arthur Drive, Lee's Summit, MO
Bryan Casey, 1414 Creekmoor Drive, Raymore, MO
Steve Pohle, 2355 SW County Line Road, Lee's Summit, MO
James Woods, 309 N Park Drive, Raymore, MO
Raymond Kinney, 701 Mesa Ridge Drive, Raymore, MO
Patricia O'Connell, 14900 Peterson Road, Kansas City, MO
Michael Gulyas, 1602 Grandshire Drive, Raymore, MO
Tom Circo, 605 S Sunset Drive, Raymore, MO
Victor Skulavik II, 2213 SW Morris Drive, Lee's Summit, MO

No comments were heard in opposition to Bill 3783.

Mayor Pro Tem Townsend closed the public hearing at 7:50 p.m.

MOTION: By Councilmember Holman, second by Councilmember Barber to approve the first reading of Bill 3783 by title only.

DISCUSSION: Councilmember Holman emphasized the secrecy surrounding this project.

Councilmember Barber noted that the developer stated in the hearing on Tuesday on HB909 that they have purchased property, however, none of the parcels in question have been purchased.

Councilmember Burke noted that the EPA has stated that every landfill leaks and would have undeniable negative effects on the environment.

Councilmember Forster stated there is a transfer station in Grandview, very close to the location of the landfill.

Councilmember Abdelgawad stated we've heard from industry professionals that there is no need for a landfill in the region and the necessity should be a regional discussion.

Councilmember Wills noted the deterioration of property values and development in Raymore should this project happen.

Councilmember Berendzen stated that we need to continue to work together as a community to defeat this project.

ROLL CALL VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Berendzen	Aye
	Councilmember Burke III	Aye
	Councilmember Forster	Aye
	Councilmember Holman	Aye
	Councilmember Townsend	Aye
	Councilmember Wills	Aye

Mayor Pro Tem Townsend noted that this item is an emergency and called for the second reading of Bill 3783 in its entirety.

City Clerk Erica Hill conducted the second reading of Bill 3783 in its entirety.

MOTION: By Councilmember Holman, second by Councilmember Barber to approve the second reading of Bill 3783 in its entirety.

DISCUSSION: None

ROLL CALL VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Berendzen	Aye
	Councilmember Burke III	Aye
	Councilmember Forster	Aye
	Councilmember Holman	Aye
	Councilmember Townsend	Aye
	Councilmember Wills	Aye

Mayor Pro Tem Townsend announced the motion carried and declared Bill 3783 as **Raymore City Ordinance 2023-011.**

Mayor Pro Tem Townsend thanked those in attendance for their participation and support, and urged citizens to continue contacting legislators regarding HB 909 and SB590.

5. Adjournment

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

DISCUSSION: None

ROLL CALL VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Berendzen	Aye
	Councilmember Burke III	Aye
	Councilmember Forster	Aye
	Councilmember Holman	Aye
	Councilmember Townsend	Aye
	Councilmember Wills	Aye

The regular meeting of the Raymore Council adjourned at 8:10 p.m.

Respectfully submitted,

Erica Hill
City Clerk

THE RAYMORE CITY COUNCIL MET IN REGULAR SESSION ON MONDAY, FEBRUARY 27, 2023 IN COUNCIL CHAMBERS AT 100 MUNICIPAL CIRCLE, RAYMORE, MISSOURI. MEMBERS PRESENT IN PERSON: MAYOR TURNBOW, COUNCILMEMBERS BARBER, BERENDZEN, BURKE III, HOLMAN, TOWNSEND, AND WILLS. MEMBERS PRESENT VIA ZOOM: COUNCILMEMBER ABDELGAWAD. ALSO PRESENT IN PERSON: CITY MANAGER JIM FEUERBORN, CITY ATTORNEY JONATHAN ZERR, AND RECORDING SECRETARY ASHLEY PERREY.

1. Call to Order

Mayor Turnbow called the meeting to order at 7:00 p.m.

2. Roll Call

Recording Secretary Ashley Perrey called roll; quorum present to conduct business. Councilmember Forster was absent.

Mayor Turnbow offered congratulations to Councilmember Forster on the birth of her daughter.

3. Pledge of Allegiance

4. Presentation/Awards

5. Personal Appearances

6. Staff Reports

Public Works Director Mike Krass reviewed the staff report included in the packet.

Parks and Recreation Director Nathan Musteen reviewed the staff report included in the packet. He will be traveling on Thursday to accept the Engineering Excellence Award for T.B. Hanna Station from the American Council of Engineering Companies. He answered questions from Council.

Communications Manager Melissa Harmer noted the artwork by employees and their families on display in the Council Chamber. She provided updates on the landfill issue, including upcoming hearing dates. She answered questions from Council.

City Manager Jim Feuerborn stated House Bill 909 did pass through Committee today.

Development Services Director David Gress updated the Council on the status of the comprehensive plan.

City Manager Jim Feuerborn announced there will be a work session on March 6.

7. Committee Reports

8. Consent Agenda

A. City Council Meeting minutes, February 13, 2023

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

DISCUSSION: None

ROLL CALL VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Berendzen	Aye
	Councilmember Burke III	Aye
	Councilmember Forster	Absent
	Councilmember Holman	Aye
	Councilmember Townsend	Aye
	Councilmember Wills	Aye

9. Unfinished Business

A. Award of Contract - Johnston Drive Improvements

BILL 3780: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH SCHLAGEL & ASSOCIATES P.A. FOR THE DESIGN OF THE JOHNSTON DRIVE IMPROVEMENTS PROJECT, IN THE AMOUNT OF \$59,096 AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS."

Recording Secretary Ashley Perrey conducted the second reading of Bill 3780 by title only.

MOTION: By Councilmember Townsend, second by Councilmember Holman to approve the second reading of Bill 3780 by title only.

DISCUSSION: None

ROLL CALL VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Berendzen	Aye
	Councilmember Burke III	Aye
	Councilmember Forster	Absent
	Councilmember Holman	Aye
	Councilmember Townsend	Aye
	Councilmember Wills	Aye

Mayor Turnbow announced the motion carried and declared Bill 3780 as **Raymore**

City Ordinance 2023-012.

B. Award of Contract - Mayberry Court Waterline Replacement

BILL 3781: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH LEGACY UNDERGROUND CONSTRUCTION, INC. FOR THE MAYBERRY COURT WATERLINE PROJECT, CITY PROJECT NUMBER 23-419-201, IN THE AMOUNT OF \$80,475 AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS."

Recording Secretary Ashley Perrey conducted the second reading of Bill 3781 by title only.

MOTION: By Councilmember Townsend, second by Councilmember Holman to approve the second reading of Bill 3781 by title only.

DISCUSSION: None

ROLL CALL VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Berendzen	Aye
	Councilmember Burke III	Aye
	Councilmember Forster	Absent
	Councilmember Holman	Aye
	Councilmember Townsend	Aye
	Councilmember Wills	Aye

Mayor Turnbow announced the motion carried and declared Bill 3781 as **Raymore City Ordinance 2023-013.**

C. Plan for Warehousing and Distribution Center and Building 3 Personal Property Chapter 100 Bond Issuance

BILL 3782: "AN ORDINANCE APPROVING A REDEVELOPMENT PLAN FOR A WAREHOUSE/DISTRIBUTION CENTER PROJECT, A DEVELOPMENT AND PERFORMANCE AGREEMENT BETWEEN THE CITY OF RAYMORE, MISSOURI, AND URBN SR LLC, AND AUTHORIZING THE CITY TO ISSUE ITS TAXABLE REVENUE BONDS IN AN AGGREGATE MAXIMUM PRINCIPAL AMOUNT NOT TO EXCEED \$115,000,000 FOR THE PURPOSE OF PROVIDING FUNDS TO PAY THE COSTS OF EQUIPPING AND IMPROVING A WAREHOUSE AND DISTRIBUTION CENTER IN THE CITY; AND AUTHORIZING CERTAIN AGREEMENTS AND OTHER ACTIONS BY THE CITY."

Recording Secretary Ashley Perrey conducted the second reading of Bill 3782 by title only.

MOTION: By Councilmember Townsend, second by Councilmember Holman to approve the second reading of Bill 3782 by title only.

DISCUSSION: None

ROLL CALL VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Berendzen	Aye
	Councilmember Burke III	Aye
	Councilmember Forster	Absent
	Councilmember Holman	Aye
	Councilmember Townsend	Aye
	Councilmember Wills	Aye

Mayor Turnbow announced the motion carried and declared Bill 3782 as **Raymore City Ordinance 2023-014.**

D. Re-appointing Ross Nigro as Municipal Judge

BILL 3779: "AN ORDINANCE RE-APPOINTING ROSS NIGRO, JR. AS MUNICIPAL JUDGE FOR THE CITY OF RAYMORE."

Recording Secretary Ashley Perrey conducted the second reading of Bill 3779 by title only.

MOTION: By Councilmember Townsend, second by Councilmember Holman to approve the second reading of Bill 3779 by title only.

DISCUSSION: None

ROLL CALL VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Berendzen	Aye
	Councilmember Burke III	Aye
	Councilmember Forster	Absent
	Councilmember Holman	Aye
	Councilmember Townsend	Aye
	Councilmember Wills	Aye

Mayor Turnbow announced the motion carried and declared Bill 3779 as **Raymore City Ordinance 2023-015.**

E. Approving Extended & Amended Employment Agreement - City Manager

BILL 3777: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE MAYOR TO ENTER INTO AN EMPLOYMENT AGREEMENT WITH JIM FEUERBORN FOR THE SERVICES OF A CITY MANAGER, AUTHORIZING APPROVAL OF THIS ORDINANCE AND EXECUTION OF THE CONTRACT HEREIN FOR THE ORDERLY ADMINISTRATION OF THE LEGAL, ADMINISTRATIVE, AND CONTRACTUAL MATTERS OF THE CITY."

Recording Secretary Ashley Perrey conducted the second reading of Bill 3777 by title only.

MOTION: By Councilmember Townsend, second by Councilmember Holman to approve the second reading of Bill 3777 by title only.

DISCUSSION: None

ROLL CALL VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Berendzen	Aye
	Councilmember Burke III	Aye
	Councilmember Forster	Absent
	Councilmember Holman	Aye
	Councilmember Townsend	Aye
	Councilmember Wills	Aye

Mayor Turnbow announced the motion carried and declared Bill 3777 as **Raymore City Ordinance 2023-016.**

10. New Business

A. Award of Contract - 2023 Curb Project

BILL 3789: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH TERRY SNELLING CONSTRUCTION INC. FOR THE 2023 CURB REPLACEMENT PROJECT, CITY PROJECT NUMBER 23-420-201, IN THE AMOUNT OF \$630,695 AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS."

Recording Secretary Ashley Perrey conducted the first reading of Bill 3789 by title only.

Public Works Director Mike Krass provided a review of the staff report included in the Council packet. Three bids were received for the 2023 Curb Project. Terry Snelling Construction Inc. is the lowest and best bidder. Staff recommends the contract for the 2023 Curb Project to be awarded to Terry Snelling Construction Inc. in the amount of \$630,695.

MOTION: By Councilmember Townsend, second by Councilmember Holman to approve the first reading of Bill 3789 by title only.

DISCUSSION: None

ROLL CALL VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Berendzen	Aye
	Councilmember Burke III	Aye

Councilmember Forster	Absent
Councilmember Holman	Aye
Councilmember Townsend	Aye
Councilmember Wills	Aye

B. Award of Contract - 2023 Street Preservation

BILL 3790: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH TANDEM PAVING COMPANY, INC. FOR THE 2023 STREET PRESERVATION PROJECT, CITY PROJECT NUMBER 23-421-201, IN THE AMOUNT OF \$1,115,311.90 AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS."

Recording Secretary Ashley Perrey conducted the first reading of Bill 3790 by title only.

Public Works Director Mike Krass provided a review of the staff report included in the Council packet. The City received four bids for this project. Tandem Paving Company, Inc. was determined to be the lowest and best bidder. Staff recommends the contract for the 2023 Street Preservation Project to be awarded to Tandem Paving Company, Inc. in the negotiated amount of \$1,115,311.90. He answered questions from Council.

MOTION: By Councilmember Townsend, second by Councilmember Holman to approve the first reading of Bill 3790 by title only.

DISCUSSION: None

ROLL CALL VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Berendzen	Aye
	Councilmember Burke III	Aye
	Councilmember Forster	Absent
	Councilmember Holman	Aye
	Councilmember Townsend	Aye
	Councilmember Wills	Aye

C. Park Side 1st Final Plat, Lots 1 thru 28 and Tracts A thru F

BILL 3784: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, APPROVING THE PARK SIDE 1ST PLAT, LOTS 1 THROUGH 28 AND TRACTS A THRU F, A SUBDIVISION OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 46N, RANGE 32W, RAYMORE, CASS COUNTY, MISSOURI."

Recording Secretary Ashley Perrey conducted the first reading of Bill 3784 by title only.

Development Services Director David Gress provided a review of the staff report included in the Council packet. He reviewed the history of the project. Dan Carr, representing Triangle 2, LLC and Triangle 4, LLC has requested approval of the Park Side 1st Plat, a 28-lot single family subdivision located south of 163rd Street. The 1st Plat is being submitted concurrently with the Park Side Park 1st Plat, which includes the area to be dedicated to the City as parkland.

MOTION: By Councilmember Townsend, second by Councilmember Holman to approve the first reading of Bill 3784 by title only.

DISCUSSION: None

ROLL CALL VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Berendzen	Aye
	Councilmember Burke III	Aye
	Councilmember Forster	Absent
	Councilmember Holman	Aye
	Councilmember Townsend	Aye
	Councilmember Wills	Aye

D. Park Side Park 1st Plat

BILL 3785: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, APPROVING THE PARK SIDE PARK 1ST PLAT, A TRACT OF LAND LOCATED PARTLY IN THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 46N, RANGE 32W, AND PARTLY IN THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 46N, RANGE 32W, ALL IN RAYMORE, CASS COUNTY, MISSOURI."

Recording Secretary Ashley Perrey conducted the first reading of Bill 3785 by title only.

Development Services Director David Gress provided a review of the staff report included in the Council packet. Dan Carr, representing Triangle 2, LLC and Triangle 4, LLC has requested approval of the Park Side Park 1st Plat. The MOU approved with the Park Side Preliminary Plat requires the developer of the subdivision to plat and dedicate approximately 13 acres of park land located in the northeast portion of the subdivision concurrently with the first plat containing residential lots, which has been submitted as the Park Side 1st Plat, Lots 1-28. The Park Side Park 1st Plat satisfies the parkland dedication requirements for the subdivision, and will be the future location of a public dog park, a project included in the FY23 Capital Improvement Plan.

Mayor Turnbow asked how many acres the dog park will occupy out of the 13 acres of parkland. Mr. Gress stated after right-of-way is taken into account, there should be about 10 acres for the dog park.

MOTION: By Councilmember Townsend, second by Councilmember Holman to approve the first reading of Bill 3785 by title only.

DISCUSSION: None

ROLL CALL VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Berendzen	Aye
	Councilmember Burke III	Aye
	Councilmember Forster	Absent
	Councilmember Holman	Aye
	Councilmember Townsend	Aye
	Councilmember Wills	Aye

E. Sunset Lane 1st Final Plat

BILL 3786: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, APPROVING THE SUNSET LANE 1ST PLAT, A TRACT OF LAND LOCATED PARTLY IN SECTION 4 TOWNSHIP 46N, RANGE 32W, AND PARTLY IN SECTION 9 TOWNSHIP 46N, RANGE 32W, ALL IN RAYMORE, CASS COUNTY, MISSOURI."

Recording Secretary Ashley Perrey conducted the first reading of Bill 3786 by title only.

Development Services Director David Gress provided a review of the staff report included in the Council packet. Dan Carr, representing Triangle 2, LLC and Triangle 4, LLC has requested approval of the Sunset Lane 1st Plat, which provides the required right-of-way for the construction of the 163rd Street and Sunset Lane extensions through the subdivision. The extension of this segment of 163rd Street and Sunset Lane was funded by the 2020 General Obligation Bonds approved by the voters of Raymore, and is being constructed as part of the development of the Park Side subdivision.

MOTION: By Councilmember Townsend, second by Councilmember Holman to approve the first reading of Bill 3786 by title only.

DISCUSSION: None

ROLL CALL VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Berendzen	Aye
	Councilmember Burke III	Aye
	Councilmember Forster	Absent
	Councilmember Holman	Aye
	Councilmember Townsend	Aye
	Councilmember Wills	Aye

F. 1st Amendment to Park Side Memorandum of Understanding

BILL 3787: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, DIRECTING THE CITY MANAGER TO EXECUTE THE 1ST AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING FOR THE PARK SIDE SUBDIVISION."

Recording Secretary Ashley Perrey conducted the first reading of Bill 3787 by title only.

Development Services Director David Gress provided a review of the staff report included in the Council packet. The Preliminary Plat and Memorandum of Understanding (MOU) for the Park Side Subdivision were originally approved by the City Council on October 11, 2021. The agreement outlines requirements for phasing of the subdivision, construction of public roadways, and the dedication of parkland area or payment of parkland fees, among other zoning and development requirements. The MOU requires the Developer to plat and dedicate the 13+/- acre tract of land identified on the Preliminary Plat as parkland concurrently with the first final plat application for residential lots. The phasing plan contained within the Preliminary Plat identifies the construction of 163rd Street occurring within Phase 12, or in 2033. Upon the dedication of the parkland area adjacent to 163rd Street, the City assumes certain responsibilities for the construction of a portion of 163rd Street, pursuant to Section 445.020G of the Unified Development Code. To expedite the construction of 163rd Street to provide immediate access to the parkland area to support the development of a dog park, the City desires the amend the MOU for the Park Side Subdivision to provide for the sharing of costs between the City and Developer, pursuant to a reimbursement agreement for this segment of 163rd Street.

City Manager Jim Feuerborn noted that the developer has been a great partner and is advancing the funding for the completion of 163rd Street, which allows full access to the dog park that could possibly be completed this fall.

Councilmember Townsend asked if there will be any traffic controls associated with this on Madison. Mr. Feuerborn stated that has yet to be determined.

MOTION: By Councilmember Townsend, second by Councilmember Holman to approve the first reading of Bill 3787 by title only.

DISCUSSION: None

ROLL CALL VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Berendzen	Aye
	Councilmember Burke III	Aye
	Councilmember Forster	Absent
	Councilmember Holman	Aye
	Councilmember Townsend	Aye
	Councilmember Wills	Aye

G. 163rd Street Design and Construction Reimbursement Agreement

BILL 3788: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO A STREET DESIGN AND CONSTRUCTION REIMBURSEMENT AGREEMENT WITH TRIANGLE 2, LLC AND TRIANGLE 4, LLC TO DESIGN AND CONSTRUCT A PORTION OF THE EXTENSION OF 163RD STREET ADJACENT TO THE PARK SIDE SUBDIVISION."

Recording Secretary Ashley Perrey conducted the first reading of Bill 3788 by title only.

Development Services Director David Gress provided a review of the staff report included in the Council packet. The preliminary plat and Memorandum of Understanding for the Park Side Subdivision were originally approved by the City Council on October 11, 2021. The agreement outlines requirements for phasing of the subdivision, construction of public roadways, and the dedication of parkland area or payment of parkland fees. To provide immediate access to the parkland area being dedicated to the City as part of the Park Side Park 1st Plat, the City and Developer desire to expedite the construction of the segment of 163rd Street adjacent to the parkland area ahead of the phasing plan approved with the Preliminary Plat. The Developer has agreed to advance the construction of this segment of 163rd Street within the subdivision at their up-front expense, subject to a reimbursement of 50% of said costs by the City over a period of six (6) years, in an amount not to exceed \$100,000 annually, or until all expenses have been reimbursed. The agreement also proposes a one-time payment to the Developer in an amount not to exceed \$150,000 for the installation of the water line associated with the 163rd Street extension, which shall be paid from the Water Connection Fee Fund.

MOTION: By Councilmember Townsend, second by Councilmember Holman to approve the first reading of Bill 3788 by title only.

DISCUSSION: None

ROLL CALL VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Berendzen	Aye
	Councilmember Burke III	Aye
	Councilmember Forster	Absent
	Councilmember Holman	Aye
	Councilmember Townsend	Aye
	Councilmember Wills	Aye

H. Raymore Commerce Center South Chapter 100 Plan for Industrial Development

Mr. Feuerborn stated the developer didn't have everything that was needed for this meeting, the public hearing was advertised and will need to be opened and continued to the next meeting.

Mayor Turnbow opened the public hearing at 7:38 p.m. and called for a staff report.

Development Services Director David Gress provided a review of the staff report included in the Council packet. Grant Harrison, representing VTRE Development LLC, is requesting approval of a redevelopment plan that includes financial incentives in the form of Chapter 100 bonds to construct approximately 1,750,000 to 3,500,000 square feet of industrial space on 260 acres known as Raymore Commerce Center South, located south of 195th Street, east of Interstate 49. Taxing jurisdictions shall be given the opportunity to comment on this item as part of the consideration of the redevelopment plan by the City Council. Following comments by any taxing jurisdictions, staff recommends that the Council continue this request until the March 13, 2023 meeting for further discussion and consideration.

Mayor Turnbow asked for comments from taxing jurisdictions, hearing none, he continued the public hearing to March 13, 2023.

MOTION: By Councilmember Townsend, second by Councilmember Holman to carry this item over to the March 13, 2023 City Council meeting.

DISCUSSION: None

ROLL CALL VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Berendzen	Aye
	Councilmember Burke III	Aye
	Councilmember Forster	Absent
	Councilmember Holman	Aye
	Councilmember Townsend	Aye
	Councilmember Wills	Aye

11. Public Comment

12. Mayor/Council Communication

Mayor Turnbow and Councilmembers congratulated Councilmember Forster on the birth of her baby, noted excitement on the progress of a dog park, thanked Communications Manager Melissa Harmer for her efforts in communicating about the landfill issue, and thanked the public for their engagement at the February 16 public hearing and urged them to continue the support.

Mayor Turnbow provided an update on the landfill issue and thanked those who have supported our efforts to stop the development of the potential landfill. He encouraged citizens to reach out to legislators.

MOTION: By Councilmember Townsend, second by Councilmember Holman to adjourn to Executive Session to discuss litigation matters as authorized by §610.021(1).

ROLL CALL VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Berendzen	Aye
	Councilmember Burke III	Aye
	Councilmember Forster	Absent
	Councilmember Holman	Aye
	Councilmember Townsend	Aye
	Councilmember Wills	Aye

The regular meeting of the Raymore City Council adjourned to Executive Session at 7:53 p.m.

13. Adjournment

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

DISCUSSION: None

VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Berendzen	Aye
	Councilmember Burke III	Aye
	Councilmember Forster	Absent
	Councilmember Holman	Aye
	Councilmember Townsend	Aye
	Councilmember Wills	Aye

The regular meeting of the Raymore Council adjourned at 8:30 p.m.

Respectfully submitted,

Ashley Perrey
Recording Secretary

*** These minutes transcribed by City Clerk Erica Hill*

RESOLUTION 23-07

"A RESOLUTION OF THE CITY OF RAYMORE, MISSOURI, ACCEPTING THE PUBLIC IMPROVEMENTS OF TIMBER TRAILS 3RD PLAT."

WHEREAS, The Director of Public Works has determined that the project has been satisfactorily completed in accordance with the project specifications; and,

WHEREAS, The Public Works Director and Development Services Director have visually inspected the site and found it to be in compliance with City of Raymore Code Requirements.

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

Section 1. The Public Improvements for Timber Trails 3rd are accepted.

Section 2. This Resolution shall become effective on and after the date of passage.

Section 3. Any Resolution or part thereof which conflicts with this Resolution shall be null and void.

DULY READ AND PASSED THIS 13TH DAY OF MARCH, 2023, BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Barber
Councilmember Berendzen
Councilmember Burke III
Councilmember Forster
Councilmember Holman
Councilmember Townsend
Councilmember Wills

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature

Unfinished Business



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: February 27, 2023

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 3789: 2023 Curb Replacement Project

STRATEGIC PLAN GOAL/STRATEGY

Goal 2.3 Improve safety for all modes of travel throughout the community.

FINANCIAL IMPACT

Award To:	Terry Snelling Construction Inc.
Amount of Request/Contract:	\$630,695.00
Amount Budgeted:	\$800,000.00
Funding Source/Account#:	FY23 Capital Improvement Program

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
April 2023	October 2023

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

Contract
Current Project Map

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

The 2023 Curb Project will include work in the neighborhoods as shown on the attached map.

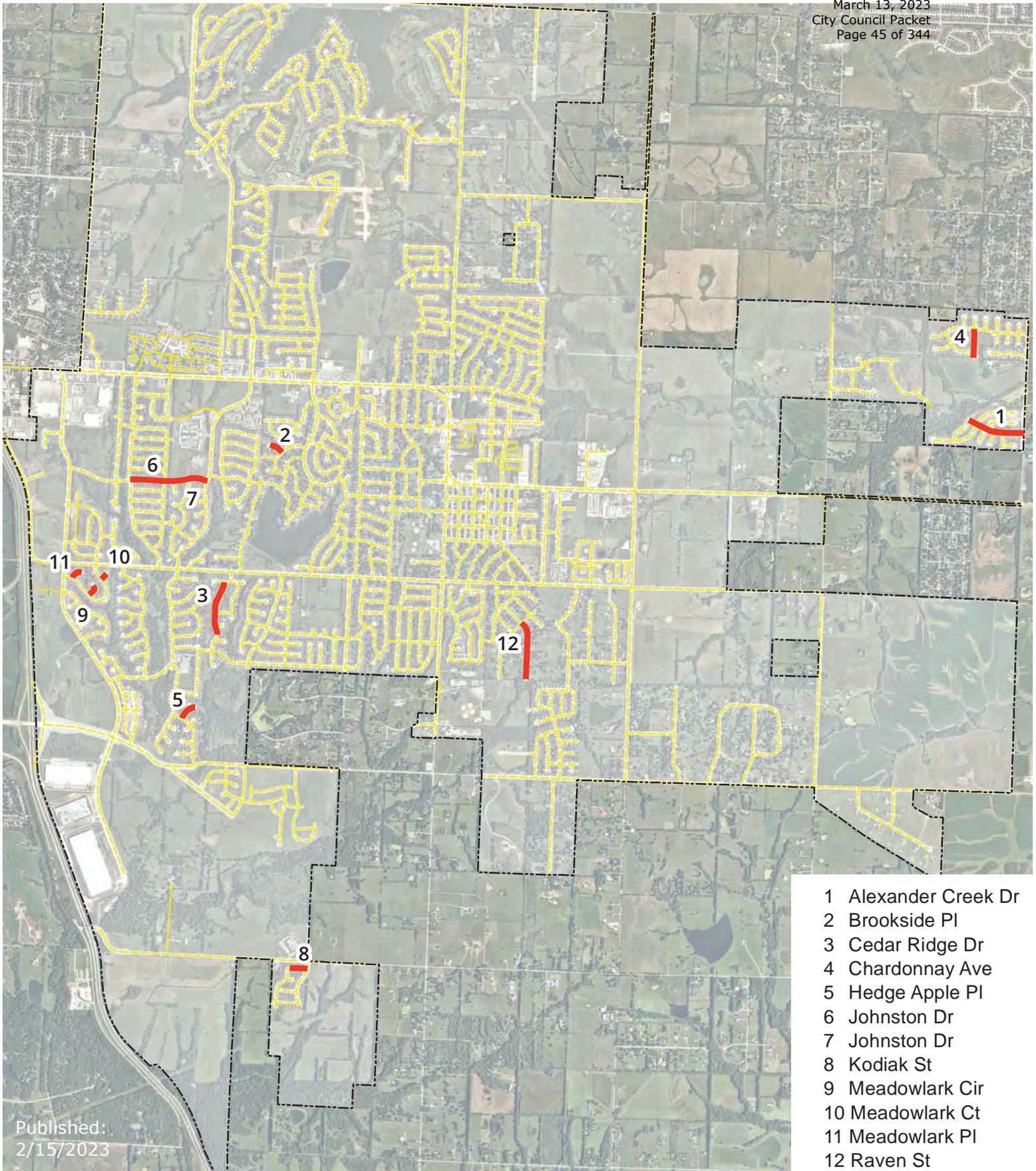
Bids were received for the 2023 Curb Project on February 2, 2023:

Terry Snelling Construction, Inc	\$630,695.00
Freeman Concrete Construction	\$785,360.00
JD Bishop Construction, LLC	\$903,440.00

Upon completion of contract, in order to utilize the remaining funding balance available, staff will be expanding the project to include the following streets:

Zone	Calendar Year	Subdivision	Street Name	Start Point	End Point	Estimated (LF)
1	2023	Ward Park Place	Chardonnay Avenue	Sierra Drive	South End	1580
2	2023	Silverlake	Brookside Place	Brookside Drive	CDS	920
3	2023	Meadows of Good Ranch	Meadowlark Place	Meadowlark Drive	CDS	790
3	2023	Meadows of Good Ranch	Meadowlark Circle	Meadowlark Drive	CDS	850
3	2023	Meadows of Good Ranch	Meadowlark Court	Meadowlark Drive	CDS	540

Terry Snelling Construction Inc. is the lowest and best bidder. Staff recommends the contract for the 2023 Curb Project to be awarded to Terry Snelling Construction Inc. in the amount of \$630,695.



Published:
2/15/2023



BILL 3789

ORDINANCE

“AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH TERRY SNELLING CONSTRUCTION INC. FOR THE 2023 CURB REPLACEMENT PROJECT, CITY PROJECT NUMBER 23-420-201, IN THE AMOUNT OF \$630,695 AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS.”

WHEREAS, the 2023 Curb project was included in the 2023 Capital Budget; and,

WHEREAS, bids for this project were received on February 2, 2023; and,

WHEREAS, Terry Snelling Construction Inc. has been determined to be the lowest and best bidder.

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

Section 1. The City Manager is directed to enter into a contract in the amount of \$630,695 with Terry Snelling Construction Inc. for the 2023 Curb project, attached as Exhibit A.

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

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

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

DULY READ THE FIRST TIME THIS 27TH DAY OF FEBRUARY, 2023.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 13TH DAY OF MARCH, 2023, BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Barber
Councilmember Berendzen
Councilmember Burke III
Councilmember Forster
Councilmember Holman

Councilmember Townsend
Councilmember Wills

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature



CITY OF RAYMORE
CONTRACT FOR SERVICES

2023 Curb Project

This Contract for the 2023 Curb Project, hereafter referred to as the **Contract** is made this 13th day of March, 2023, between Terry Snelling Construction Inc., an entity organized and existing under the laws of the State of Missouri, with its principal office located at 20004 E Yocum Road, Independence, MO 64058, hereafter referred to as the **Contractor**, and The City of Raymore, Missouri, a Charter City organized and existing under the laws of the State of Missouri, with its principal office located at 100 Municipal Circle, Raymore, Missouri, hereafter referred to as the **City**.

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

This contract is effective as of March 13, 2023 and coincidental with the City Manager's signature and attestation by the City Clerk and shall remain in effect as described within the attachments.

ARTICLE I
THE WORK

Contractor agrees to perform all work and provide all materials as specified in Request for Proposal 23-420-201 and the General Terms and Conditions in Appendix B, commonly referred to as Contract Terms and Conditions and according to Contract Agreement set forth here. Contractor agrees to provide all labor, materials, tools, permits, and/or professional services and perform the contracted work in accordance with all specifications, terms and conditions as set forth within the proposal documents, including bonding, insurance, prevailing wage requirements, and termination clauses as needed or required. The work as

specified in Appendix A may commence upon the signing of this contract and scheduling and approval of the City.

ARTICLE II TIME OF COMMENCEMENT AND COMPLETION

The work shall take a maximum of **100** calendar days. The date of substantial completion shall be that date when the project or portions of the project are officially accepted by the Owner through formal action of the City Council for utilization of the project for its intended purpose. The City shall be the sole determiner as to the fulfillment of the work as described.

ARTICLE III CONTRACT SUM AND PAYMENT

The Contractor agrees to perform all work described in the Contract Documents in the amount of \$630,695.

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

The City Manager has the authority for change orders.

ARTICLE IV CONTRACT PAYMENTS

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

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

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

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

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

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

ARTICLE V INSURANCE REQUIREMENTS

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

ARTICLE VI DAMAGES/DELAYS/DEFECTS

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

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

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

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

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

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

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

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

ARTICLE VII
 RESPONSIBILITIES

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

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

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

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

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

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

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

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

Contract is subject to the State of Missouri Prevailing Wage Laws (Cass County Annual Wage 29) if the project is over \$75,000. The contractor shall include the provisions of this clause in all subcontracts for work to be performed by subcontractors under this contract so that provisions of this clause are binding upon subcontractors.

ARTICLE VIII CANCELLATION AND/OR TERMINATION OF AGREEMENT

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

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

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

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

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

ARTICLE IX ARBITRATION

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

ARTICLE X WARRANTY

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

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

ARTICLE XI REQUIRED SAFETY TRAINING

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

ARTICLE XII
NOTICE OF PENALTIES FOR FAILURE
TO PROVIDE SAFETY TRAINING

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

ARTICLE XIII
AFFIDAVIT of WORK AUTHORIZATION

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

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

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

ARTICLE XIV
ENTIRE AGREEMENT

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

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

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

THE CITY OF RAYMORE, MISSOURI

By: _____
Jim Feuerborn, City Manager

Attest: _____
Erica Hill, City Clerk

(SEAL)

TERRY SNELLING CONSTRUCTION INC.

By: _____
Terry Snelling
Title: _____
President

Attest: _____
Wendy L. Boy

APPENDIX A
SCOPE OF SERVICES AND SPECIAL PROVISIONS

2023 Curb Project

SCOPE OF SERVICES:

The 2023 Curb Replacement Project primarily consists of removal and replacement of existing curb, curb patching and ADA ramp replacement.

1. SPECIFICATIONS WHICH APPLY

The Supplementary Conditions define the Project; establish the standards by which the work will be performed and further clarify those standards for the specific locations involved. These Supplementary Conditions supersede all other provisions of the documents wherein there is a conflicting statement. The performance of the work, the material requirements, the basis of measurement and the basis of payment for the various portions of the work shall be in accordance with the appropriate sections of the Kansas City Chapter of the APWA "Standard Specifications and Design Criteria" current edition, except as altered or modified by these supplementary conditions, and the contract document entitled, "Standard Contract Documents and Technical Specifications & Design Criteria for Utility and Street Construction, City of Raymore, Missouri, latest edition. This document shall be considered Supplementary Conditions for the purpose of Section 1.39 of the Kansas City Chapter of the APWA "Standard Specifications and Design Criteria" and shall take precedence for construction. All equipment and material not covered by APWA, the City's Technical Specifications or MODOT's Standard Specifications for Highway Construction Manual are included following this sheet. *Where the standards are in conflict, the more stringent criteria shall apply.*

2. PROJECT AWARD

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

The City of Raymore preserves the right to increase, reduce or delete any bid items after award of the contract. No adjustments will be made to the unit prices bid on the contract for any items because of increase, reduction or deletion. **Additional streets with various lengths of curb replacement may be added to the project.**

3. PROJECT COMPLETION AND SCHEDULE

Contractor shall complete work within **100** calendar days of issuance of the Notice to Proceed.

4. ENGINEER

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

5. GENERAL CONDITIONS

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

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

6. SPECIAL CONDITIONS

- *Existing Curb Removal:* The unit price named in the bid shall be for the linear feet of existing curb & gutter removed. The unit price named in the bid shall cover all costs in connection therewith for removing any type of existing curb and/or additional existing materials to install replacement curb including cutting and disposal of material. Curb removal may be in several areas of varying lengths per street. Any required detour or road closure signage or other required signage shall be subsidiary to this bid item. **Weather permitting curbs shall be replaced within 24 hours of existing curb removal.** Street cuts are only allowed in areas receiving pavement mill and overlay. Contractor shall repair at no additional cost any items damaged during construction including but not limited to sprinkler systems.
- *Curb Replacement Modified Straight Back and Roll Back:* The unit price named in the bid shall be for the linear feet of curb & gutter replaced. The unit price named in the bid shall cover all costs in connection therewith for both modified straight back (see attached detail) and roll back curb (CG-2), including: doweling into existing curb, expansion material, installation of new curb and protection of the new curb during the curing process. **Concrete curb shall be an approved KCMMB 4K mixture.** Any required detour or road closure signage or other required signage shall be subsidiary to this bid item. **Weather permitting curb shall be replaced within 24 hours of existing curb removal.** Street

- cuts are only allowed in areas receiving pavement mill and overlay. Curb backfill and if required asphalt repairs shall be completed within 5 days of the new curb installation. Contractor shall repair at no additional cost any items damaged during construction including but not limited to sprinkler systems.
- *Curb Replacement High Back:* The unit price named in the bid shall be for the linear feet of curb & gutter replaced. The unit price named in the bid shall cover all costs in connection therewith for high back curb (CG-1), including: doweling into existing curb, expansion material, installation of new curb and protection of the new curb during the curing process. **Concrete curb shall be an approved KCMMB 4K mixture.** Any required detour or road closure signage or other required signage shall be subsidiary to this bid item. **Weather permitting curbs shall be replaced within 24 hours of existing curb removal.** Street cuts are only allowed in areas receiving pavement mill and overlay. Curb backfill and if required asphalt repairs shall be completed within 5 days of the new curb installation. Contractor shall repair at no additional cost any items damaged during construction including but not limited to sprinkler systems.
 - *Multiple Location Curb Removal:* The unit price named in the bid shall be for the linear feet of existing curb & gutter removed. The unit price named in the bid shall cover all costs in connection therewith for removing any type of existing curb and/or additional existing materials to install replacement curb including cutting and disposal of material. Curb removal will be in multiple areas of town and varying lengths per street. Any required detour or road closure signage or other required signage shall be subsidiary to this bid item. **Weather permitting curbs shall be replaced within 24 hours of existing curb removal.** Street cuts are only allowed in areas receiving pavement mill and overlay. Contractor shall repair at no additional cost any items damaged during construction including but not limited to sprinkler systems.
 - *Multiple Location Curb Replacement:* The unit price named in the bid shall be for the linear feet of curb & gutter replaced. The unit price named in the bid shall cover all costs in connection therewith for installation of curb, including: doweling into existing curb, expansion material, installation of new curb and protection of the new curb during the curing process. **Concrete curb shall be an approved KCMMB 4K mixture.** Any required detour or road closure signage or other required signage shall be subsidiary to this bid item. **Weather permitting, the curb shall be replaced within 24 hours of existing curb removal.** Street cuts are only allowed in areas receiving pavement mill and overlay. Curb backfill and if required asphalt repairs shall be completed within 5 days of the new curb installation. Contractor shall repair at no additional cost any items damaged during construction including but not limited to sprinkler systems.

- *Surface Mount Detectable Warning Tiles:* The unit price named in the bid shall be for each tile installed. The unit price named in the bid shall cover all costs in connection therewith to install the tiles on existing ADA ramps. The tiles shall be Surface Applied Armor Tile Detectable Warning Surface or an approved equal. The tile shall be at least 2' x 4' in size and be brick red in color.
- *ADA Ramp:* The unit price named in the bid shall be for Each ADA Ramp installed. The unit price named in the bid shall cover all costs in connection therewith, including traffic control devices cutting, removal of existing material, disposal of material, doweling into existing concrete, truncated dome pad (more than one pad may be required at no additional cost), installation of new ADA Ramp and protection of the new ramp during the curing process. The ADA Ramps include the transition, ramp, landing. **Concrete used in the ADA Ramp shall be an approved KCMMB 4K mixture.** Site restoration is subsidiary to the ADA ramp bid item. The site shall be restored to equivalent or better condition. Contractor shall repair at no additional cost any items damaged during construction including but not limited to sprinkler systems. **The ADA ramp shall be 6" thick concrete without reinforcement bar. The ADA Ramps may be installed on streets receiving curb replacement and various locations throughout the City of Raymore.**
- *4" Sidewalk Replacement:* The unit price named in the bid shall be for the Square Foot (SF) of sidewalk removed and replaced. The unit price named in the bid shall cover all costs in connection therewith, including traffic control devices cutting, removal of existing material, disposal of material, doweling into existing concrete and protection of the sidewalk during the curing process. The sidewalk shall be 4" thick concrete without reinforcement. Sidewalk replacement may be in several areas of varying lengths per street. **Concrete shall be an approved KCMMB 4K mixture. Weather permitting sidewalk shall be replaced within 24 hours of existing sidewalk removal.**
- *ADA Ramp Edge Curb:* The unit price named in the bid shall be for the linear feet of ADA Ramp Edge Curb installed. The unit price named in the bid shall cover all costs in connection therewith for ADA Ramp Edge Curb including: doweling, installation of new curb and protection of the new curb during the curing process. Not all ADA ramps will require curb. ADA Ramp Edge Curb will be installed where final grading does not allow for

normal installation of ADA Ramps. ***Concrete used in the ADA Ramp Edge Curb shall be an approved KCMMB 4K mixture.***

- *Pre-Construction Photos:* The unit price named in the bid shall be for the lump sum cost to take pre-construction photos. The pre-construction photos are required at each location where the curb and driveway intersect. The photos will be the property of the City and will need to be submitted prior to curb removal.
- *Mobilization, Bonds and Insurance:* The unit price named in the bid shall be for the Lump Sum (LS) of the mobilization, bonds and insurance. Please see Appendix B General Terms and Conditions for additional information.
- *Expansion Joints & Dowels:* The contractor shall use three #5 smooth dowels when connecting into existing concrete. One end of each section of curb replacement shall also use $\frac{3}{4}$ inch expansion joint material with three greased and capped #5 smooth dowels. See the City's Technical Specifications for additional information regarding expansion joints and dowels.
- *Site Restoration:* Site Restoration shall be considered subsidiary to the curb replacement bid item. The contractor shall follow APWA specifications section 2400 for Type A seed. Topsoil shall be used as fill material. Topsoil shall be defined as: fertile, friable and loamy soil of uniform quality, without admixture of subsoil material, and shall be free from material such as hard clods, stiff clay, hardpan, partially disintegrated stone, pebbles larger than one inch in diameter, and other impurities. Topsoil shall be relatively free from grass, roots, weeds, and other objectionable plant material or vegetative debris undesirable or harmful to plant life or which will prevent the formation of suitable seedbed. **Acceptance of this project and release of final payment will not occur until vegetation is established.**
- *Working Hours:* No work shall start before 7:00 A.M. including maintenance of equipment. ALL streets will be open to traffic no later than 4:00 p.m. unless expressly authorized in writing by the City Engineer. The City Engineer shall approve all work to be performed on Saturday, Sunday and on any holidays. All requests for doing such work shall be given 48 hours in advance.
- *Traffic Control and Traffic Routing:* Construction operations shall be coordinated to result in the least practicable delay to traffic. Flagmen are required for all one way traffic operations. In the case where the flagmen

with signing paddles are in excess of 300 feet or out of visual contact, two-way radios will be required for traffic control. Prior to construction, the contractor must submit to the city a Traffic Control Plan meeting the requirements of the Manual on Uniform Traffic Control Devices.

- *Signing:* The Contractor will furnish adequate signs, barricades, warning lights and all other equipment necessary in accordance with the Manual on Uniform Traffic Control Devices, to direct and re-route traffic and will furnish flagmen and other personnel necessary to provide the required traffic control in accordance with the approved schedule of operations.
- *Construction Schedule:* After being awarded the contract, the Contractor shall immediately prepare and submit for approval by the City, a construction schedule that will insure completion of the project within the contract time. The schedule shall be submitted to the Engineer within ten (10) calendar days after issuance of the notice of award. The Contractor will notify the City immediately of any significant changes in the submitted schedule of work.
- *Weather Limitations:* The contractor shall follow the Mid-West Concrete Industry Board, Inc (MCIB) Sections 10 and 11 for cold or hot weather concrete. With the following exception: concrete shall not be placed when temperatures are below 34 °F.
- *Concrete Testing:* Temperature, slump, air content and cylinders shall be taken on the first working day of every week. Four cylinders shall be cast and tested at 7 and 28 day intervals. Two cylinders will be held back for additional testing if required. The above tests shall be repeated twice per week for projects lasting more than two days. A KCMMB 4K concrete mix shall be used on all exposed concrete. A concrete mix design shall be submitted prior to placing concrete. All concrete testing shall be subsidiary to the bid items in this project, contractor shall use an independent testing lab to perform the tests.

7. ADDITIONAL REQUIREMENTS

- *Notification:* Contractor shall place door hangers on the doors of affected property owners 48 hours in advance of the removal operations. City will provide door hangers.
- *Tax Exempt:* This is a Tax Exempt Project

- *Utilities:* Regardless of what utilities are shown in the bidding documents and utility locations listed, the bidder shall contact each area utility to determine the presence and location of the utility lines. The bidder shall determine and shall assume the risk as to whether utilities that are to be relocated by the utility company have in fact been relocated and if not, when the utility company anticipates the relocation shall be completed. The bidder shall independently determine the reliability of the information received from the utility companies and shall make the determination as to the sequence and timing of utility relocations in determining a bid.

8. PROTECTION OF PUBLIC & PRIVATE PROPERTY

- *Missouri One Call:* Before starting work, the Contractor shall notify all utilities involved, and shall request them for cooperation in locating lines in advance of the work. The Contractor shall make reasonable effort to avoid breaking utility lines. The utility shall be notified immediately should a break occur in a line during construction under this contract. Any lines so broken by the contractor shall be repaired according to the utility company's standards at the expense of the Contractor.
- *Pavement Protection:* Wherever the work is along existing pavement, which is to be retained, traction equipment with lugs will not be permitted. The Contractor shall use utmost care not to damage or destroy any existing pavement. Any pavement damaged or destroyed due to the operations of the Contractor, which is not within the contract limits shall be replaced.
- *Damages:* The Contractor will exercise care to prevent damage to existing roadways, highways, ditches, shoulders, structures, trees, and underground utilities adjacent to the construction site. The Contractor shall be held responsible for all damage to roads, highways, shoulders, ditches, bridges, culverts, trees, and other property, caused by him or his subcontractors in transporting materials to or from the site of work, regardless of location of such damage, and shall pay for or replace such damaged property to the satisfaction of the Owner of such property.

9. MEASUREMENT AND PAYMENT

It is the intent of the proposal that the total bid, as submitted, shall cover all work shown on the contract drawings and required by the specifications and other contract documents. All costs in connection with the work, including furnishing of all the materials, equipment, supplies, and appurtenances, providing all construction plant equipment and tools, and performing all

necessary labor to fully complete the work, shall be included in the unit and lump sum prices named in the bid. No item or work that is required by the contract documents for the proper and successful completion of the contract will be paid for outside of or in addition to the prices submitted in the bid. All work not specially set forth in the proposal as a pay item shall be considered a subsidiary obligation of the Contractor and all costs in connection therewith shall be included in the prices named in the bid.

10. ADDITIONAL INFORMATION

10.1 Project is tax exempt.

List of Streets for Curb Replacement

Street for Curb Replacement	Start	End	Quantity (LF)
Alexander Creek Drive	Ward Road	West Road	3850
Johnston Drive	S. Huntsman Blvd	Pelham Path	1850
Cedar Ridge Drive	Cedar Ridge Circle	Brookside 10th	3050
Johnston Drive	Pelham Path	Foxridge Drive	2200
Hedge Apple Place	Haystack Rd	New curb	980
Raven Court	Toucan St	CDS	3350
Kodiak Street	Elk Drive	Archer Drive	1020

CITY OF RAYMORE, MISSOURI
RFP # 23-420-201

Appendix B
General Terms and Conditions

A. *Procedures*

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

B. *Contract Period*

Award of this contract is anticipated prior to the end of March, 2023.

C. *Insurance*

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

1. General Liability

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

Minimum Limits - General Liability:

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

2. Excess/Umbrella Liability

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

3. Automobile Liability

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

Minimum Limits - Automobile Liability:

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

4. Workers' Compensation

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

D. *Hold Harmless Clause*

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

E. *Exemption from Taxes*

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

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

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

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

Contractor agrees to pay all employees involved in this contract the required wages as listed in the prevailing Wage Order 29 for Cass County, Missouri, USA.

G. *Invoicing and Payment*

The Contractor shall submit invoices, in duplicate, for services outlined above in the scope of services. Certified payroll shall be submitted with each pay request or invoice.

Invoices shall be based on the following schedule:

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

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

H. *Cancellation*

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

I. *Contractual Disputes*

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

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

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

J. *Severability*

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

K. *Applicable Laws*

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

L. *Drug/Crime Free Work Place*

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

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

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

M. *Inspection*

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

N. *No Escalation of Fees*

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

O. *Safety Training*

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

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

The contract resulting from this solicitation is subject to the State of Missouri Prevailing Wage Law (Cass County Wage Order 29). The Contractor shall include the provisions of this clause in all subcontracts for work to be performed by subcontractors under this contract so that provisions of this clause are binding upon subcontractors.

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

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

Q. *Permits/Certificates*

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

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

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

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

R. *Mobilization, Bonds and Insurance*

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

Payment shall be made on the following schedule.

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

S. *Bid Bond*

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

T. *Performance Bond*

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

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

U. Payment Bond

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

V. Maintenance Bond

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

W. Rejection of Bids

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

X. Release of Information

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

Y. American Products

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

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

Z. Affidavit of Work Authorization and Documentation

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

- * submitting the attached AFFIDAVIT OF WORK AUTHORIZATION and

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

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

PROPOSAL FORM A
RFP 23-420-201

PROPOSAL VALIDITY AND COMMITMENT TO SIGN AGREEMENTS

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

FIRM NAME: TERRY SNELLING CONSTRUCTION INC

ADDRESS: 20004 E Yocum Rd
Street

ADDRESS: Independence Mo 64058
City State Zip

PHONE: 816-985-4507

E-MAIL: terry@terrysnellingconstruction.com

DATE: 02/02/2023
(Month-Day-Year) Terry S Snelling
Signature of Officer/Title Pres.

DATE: 02/02/2023
(Month-Day-Year) Wesley L. Swain
Signature of Officer/Title Sec.

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

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

PROPOSAL FORM B
RFP 23-420-201

CONTRACTOR DISCLOSURES

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

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

Legal Matters

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

Yes No If yes, provide details in an attachment.

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

Yes No If yes, provide details in an attachment.

Required Representations

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

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

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

PROPOSAL FORM C
 RFP 23-420-201

EXPERIENCE / REFERENCES

To be eligible to respond to this RFP, every bidder must be in business for a minimum of one (1) year and must demonstrate that they, or the principals assigned to this Project, have successfully completed services, similar to those specified in the Scope of Service section of this RFP, to at least one customer with a project similar in size and complexity to the City of Raymore. *Please list any Municipalities that you have done work for in the past, not including the City of Raymore.

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

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

COMPANY NAME	<i>Please See Attached project listing</i>
ADDRESS	
CONTACT PERSON	
CONTACT EMAIL	
TELEPHONE NUMBER	
PROJECT, AMOUNT AND DATE COMPLETED	

COMPANY NAME	
ADDRESS	
CONTACT PERSON	
CONTACT EMAIL	
TELEPHONE NUMBER	
PROJECT, AMOUNT AND DATE COMPLETED	

COMPANY NAME	<i>Please See Attached Listing</i>
ADDRESS	
CONTACT PERSON	
CONTACT EMAIL	
TELEPHONE NUMBER	
PROJECT, AMOUNT AND DATE COMPLETED	

COMPANY NAME	
ADDRESS	
CONTACT PERSON	
CONTACT EMAIL	
TELEPHONE NUMBER	
PROJECT, AMOUNT AND DATE COMPLETED	

COMPANY NAME	
ADDRESS	
CONTACT PERSON	
CONTACT EMAIL	
TELEPHONE NUMBER	
PROJECT, AMOUNT AND DATE COMPLETED	

State the number of Years in Business: 21

State the current number of personnel on staff: 17

Terry Snelling Construction Inc

20004 E. Yocum Road
 Independence, Missouri 64058

816-985-4507

terry@terrysnellingconstruction.com

Fax Line 816-796-9888

Contract Amount	Type of work	Completed	Location	Name and Address
\$200,000.00	City of Harrisonville, MO Curb and SW tmartin@harrisonville.com	4/2018	Harrisonville, Mo	Ted Martin 816-380-8900
\$87,000.00	2018 Sidewalk Program City of Raymore, Mo psmith@raymore.com	9/2018	Raymore, MO	City of Raymore, Mo Paschal Smith 816-308-7917
\$495,000.00	2018 Curb Repair Program City of Raymore, Mo psmith@raymore.com	9/2018	Raymore, MO	City of Raymore, Mo Paschal Smith 816-308-7917
\$150,000.00	Misc. Concrete Repairs (misc Locations) sbrennan@rosepaving.com	12/2018	Rose Paving	Steve Brennan 708-430-1100
\$650,000.00	2019 Curb Repair Program City of Raymore, Mo psmith@raymore.com	12/2019	Raymore, MO	City of Raymore, Mo Paschal Smith 816-308-7917
\$100,000.00	Misc. Concrete Repairs (misc Locations) sbrennan@rosepaving.com	12/2019	Rose Paving	Steve Brennan 708-430-1100
\$342,000.00	City of Harrisonville, MO Curb and SW tmartin@harrisonville.com	4/2019	Harrisonville, Mo	Ted Martin 816-380-8900
\$25,000.00	Platte County, MO- Curb repair bheim@co.platte.mo.us	4/2019	Platte County Mo	Bob Heim 816-200-6548
\$275,000.00	Superior/Bowen- Liberty Overlay Curbs jbelger@superiorbowen.com	10/2019	Superior/Bowen	John Belger 816-215-0339
\$129,000.00	Superior/Bowen- Jackson County jbelger@superiorbowen.com	6/2019	Superior/Bowen	John Belger 816-215-0339
\$150,000.00	Quivera Medical Plaza markf@paradisearphalt.com	9/2019	Overland Park Ks.	Paradise Asphalt Mark Fullington 816-377-5660
\$400,000.00	Independence, Mo. - Sidewalks to Schools fwoods@indepmo.org	4/2020	Indep. Mo	Fred Woods 816-730-1349
\$80,000.00	Independence, Mo. Kendall Street wfincher@indepmo.org	4/2020	Indep. Mo.	Woodrow Fincher 816-935-3892
\$498,000.00	Independence, Mo. Waterfall Park shannah@indepmo.org	11/2020	Indep. Mo.	Sheldon Hannah 816-935-1916
\$750,000.00	2020 Curb Repair Program City of Raymore, Mo psmith@raymore.com	12/2020	Raymore, MO	City of Raymore, MO Paschal Smith 816-308-7917

Terry Snelling Construction Inc

20004 E. Yocum Road
 Independence, Missouri 64058

816-985-4507

terry@terrysnellingconstruction.com

Fax Line 816-796-9888

Contract Amount	Type of work	Completed	Location	Name and Address
\$100,000.00	City of Harrisonville, MO Curb and SW tmartin@harrisonville.com	4/21	Harrisonville, Mo	Ted Martin 816-380-8900
\$186,000.00	2021 Sidewalk Program City of Raymore, Mo psmith@raymore.com	8/21	Raymore, MO	City of Raymore, Mo Paschal Smith 816-308-7917
\$667,000.00	2021 Curb Repair Program City of Raymore, Mo psmith@raymore.com	11/21	Raymore, MO	City of Raymore, Mo Paschal Smith 816-308-7917
\$1,400,000.00	Superior/Bowen- Belton Streets jbelger@superiorbowen.com	12/21	Superior/Bowen	Tim Mulvany 816-918-0196
\$100,000.00	Overland Park Doctors Bldg markf@paradisecasphalt.com	9/21	Overland Park Ks.	Paradise Asphalt Mark Fullington 816-377-5660
\$184,000.00	United Missouri Banks markf@paradisecasphalt.com	12/21	Lees Summit , Mo.	Paradise Asphalt Mark Fullington 816-377-5660
\$175,000.00	Excelsior Springs Streetscape dodonnell@metroasphalt.net	10/22	Excelsior Springs Mo.	Metro Asphalt Dan Odonnell 816-564-4134
\$403,000.00	2022 Sidewalk & Curb Repair City of Liberty Mo jmartinez@libertymo.gov	7/22	Liberty, MO	City of Liberty Mo Joshua Martinez 816-439-4502
\$580,000.00	Centerview Phase II City of Raymore, Mo jbecker@raymore.com	11/22	Raymore, MO	City of Raymore, Mo Phil Becker 816-868-6785
\$187,000.00	Medical Plaza II Bldg markf@paradisecasphalt.com	9/22	Overland Park Ks.	Paradise Asphalt Mark Fullington 816-377-5660
\$300,000.00	Hardy Ave Sidewalks City of Indep, Mo smoore@indepmo.org	11/22	Indep. Mo	City of Independence Shane Moore 816-591-0710



105 West Capitol Avenue
P.O. Box 270
Jefferson City, Missouri 65102

Missouri Department of Transportation
Patrick K. McKenna, Director

573.751.2551
Fax: 573.751.6555
1.888.ASK MODOT (275.6636)

November 23, 2022

Terry Snelling Construction, Inc.
20004 E Yocum Road
Independence, MO 64058

Dear Sir or Madam:

This is to acknowledge receipt of your Contractor Questionnaire. As set forth in 7 CSR 10-15, your firm has been approved to bid as a prime contractor on highway projects at or below **\$2,000,000**. The questionnaire submitted will be retained on file for one year, and will expire on 11/30/2023.

The Missouri Highways and Transportation Commission (the Commission) does not issue a gross qualification figure to prospective bidders. The lowest, responsive, responsible bidder for each project is determined by the Commission. The Commission reserves the right to reject any and all bids.

You have been assigned contractor vendor number **0012482**, to be used in the bidding process with MoDOT. In order to submit a bid on MoDOT road and bridge projects, you must have an active Bid Express account and a digital ID. Establishing a digital ID with Bid Express may take up to a week. A bidder must also download the current version of Expedite Bid software and the electronic bid submission (EBS) files from www.Bidx.com/mo/main.

All bidders are reminded that the Missouri Standard Specifications for Highway Construction Section 102 "Bidding Requirements and Conditions" includes important elements you should become familiar with prior to submitting a bid. Violation of this section is grounds to disqualify and reject bids by the Commission.

All successful bidders are required to remain in good standing with the Missouri Secretary of State to do business with the State of Missouri to be eligible to receive a contract for execution and during the performance of the contract.

MoDOT requires all successful bidders to be registered in MissouriBUYS. Registration with MissouriBUYS ensures prompt payment and allows vendors to update important information such as address changes or banking information. In addition, registration in MissouriBUYS allows contractors to view other bid opportunities with the State of Missouri. <https://missouribuys.mo.gov/registration>

Please note that MoDOT road and bridge bidding opportunities remain located in MoDOT's Online Plans Room. <https://www.modot.org/modot-online-plans-room>

If you have any questions pertaining to filing questionnaires or to expiration dates, please call Jennifer Smith at 573-751-8305.

Sincerely yours,

David D. Ahlvers
State Construction and Materials Engineer



Our mission is to provide a world-class transportation system that is safe, innovative, reliable and dedicated to a prosperous Missouri.

www.modot.org

PROPOSAL FORM D

RFP 23-420-201

Proposal of TERRY SNELLING CONSTRUCTION INC, organized and
(Company Name)
existing under the laws of the State of Missouri, doing business
as Missouri (*) Corporation

To the City of Raymore, Missouri: In compliance with your Request for Proposal, Bidder hereby proposed and agrees to furnish all labor, tools, materials and supplies to successfully complete all requirements defined in City Project No. 23-420-201- 2023 Curb Project.

This work is to be performed in strict accordance with the Plans and Specifications, including addendum number(s) 1, issued thereto, receipt of which is hereby acknowledged for the following unit prices.

By submission of this Bid, each Bidder certifies, and in the case of a joint bid, each party thereto certifies as to his own organization, that this Bid has been arrived at independently, without consultation, communication or agreement as to any matter relating to this Bid with any other Bidder or with any competitor.

The Bidder hereby agrees to commence work under this contract on or before the date specified in the *Notice to Proceed* and to fully complete the project in accordance with the completion dates specified in the Special Provisions.

Bidder further acknowledges that bidder is the official holder of the "Standard Contract Documents and Technical Specifications & Design Criteria for Utility and Street Construction, City of Raymore, Missouri."

(*) Insert "a corporation, a partnership, or an individual" as applicable.

***REVISED* BID PROPOSAL FORM E – Project No. 23-420-201**

2023 Curb Project

Base Bid

Base Bid Items	Units	Estimated Quantities	\$/Units	Total
Existing Curb Removal	LF	16300	8.50	\$ 138,550 ⁰⁰ ✓
Curb Installation Modified Straight Back and Roll Back	LF	12450	22.84	\$ 284,358 ⁰⁰ ✓
Curb Installation High Back	LF	3850	22.84	\$ 87,934 ⁰⁰ ✓
Multiple Location Curb Removal	LF	1500	15.00	\$ 22,500 ⁰⁰ ✓
Multiple Location Curb Installation	LF	1500	28.05	\$ 42,075 ⁰⁰ ✓
Surface mount detectable warning tiles for ADA Ramps	Each	10	300 ⁰⁰	\$ 3000 ⁰⁰ ✓
ADA Ramps	Each	12	2180 ⁰⁰	\$ 26,160 ⁰⁰ ✓
4" Sidewalk Replacement	SF	1000	6.60	\$ 6,600 ⁰⁰ ✓
ADA Ramp Edge Curb	LF	200	31.34	\$ 6268.00 ✓
Pre-Construction Photos	LS	1	1380 ⁰⁰	\$ 1380 ⁰⁰ ✓
Mobilization, bonds and insurance	LS	1	11870 ⁰⁰	\$ 11870 ⁰⁰ ✓
TOTAL BASE BID				\$630,695 ⁰⁰ ✓

Company Name TERRY SNELLING CONSTRUCTION INC

Total Base Bid for Project Number: 23-420-201

\$ 630,695.⁰⁰

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

(\$ Six hundred thirty thousand six hundred ninety five and ⁰⁰/₁₀₀)

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

CITY OF RAYMORE

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

RAYMORE

come home to 

ADDENDUM NO. 1

2023 Curb Project

Project #23-420-201

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

Addendum No. 1 - Clarification.

1. Correction: Incorrect Estimated Quantities for Curb Installation Modified and Curb Installation High Back. Revised Bid Proposal Form E Attached.

Any other questions regarding this proposal shall be submitted to Kim Quade, CPPB by email at kquade@raymore.com or by phone at (816) 892-3045. There will be no questions allowed after January 30, 2023 at 5 p.m.

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

Company Name: TERRY SNELLING CONSTRUCTION INC

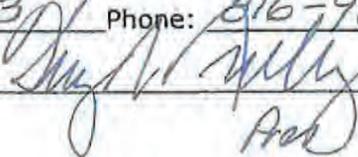
By: TERRY S. SNELLING

Title: President

Address: 20004 E Yocum Rd

City, State, Zip: Independence, MO 64058

Date: 2/2/2023 Phone: 816-985-4507

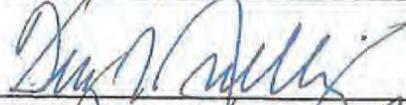
Signature of Bidder: 



ADDENDUM MUST BE SUBMITTED WITH BID

***REVISED* BID PROPOSAL FORM E – RFP 23-420-201
CONTINUED**

Company Name TERRY SNELLING CONSTRUCTION INC

By 

Authorized Person's Signature Pres

TERRY S. SNELLING
Print or type name and title of signer

ADDENDA
Bidder acknowledges receipt of the following addendum:

Addendum No. 1

Addendum No.

Company Address 20004 E Yocum Rd
Independence, Mo 64058

Addendum No.

Addendum No.

Phone 816-985-4507

Addendum No.

Addendum No.

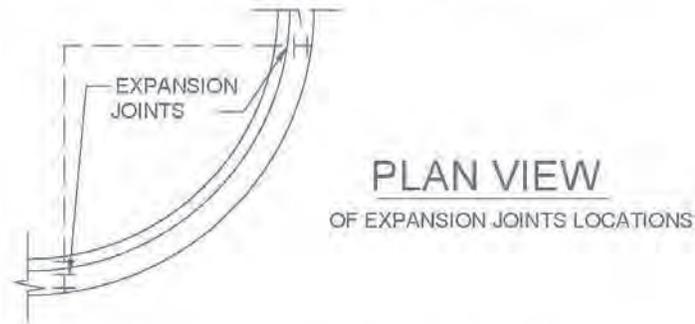
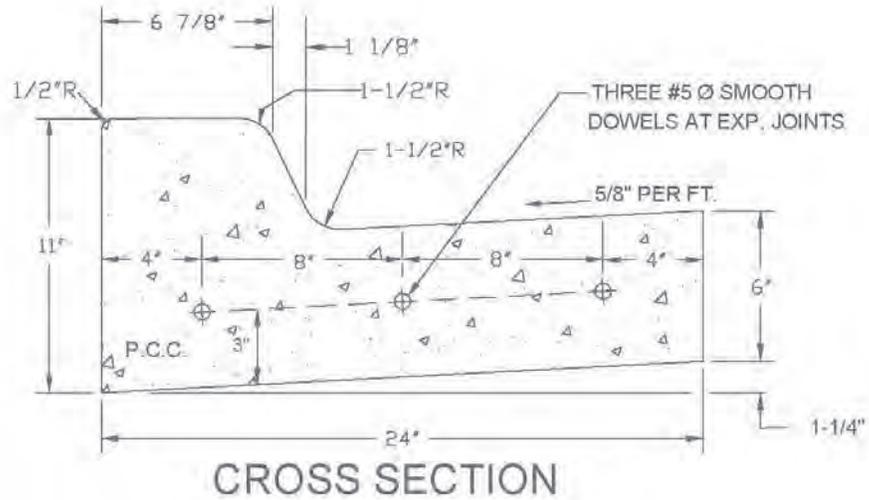
Fax 816-796-9888

Email terry@terrysnellingconstruction.com

Date 2/2/2023

LATE BIDS CANNOT BE ACCEPTED!

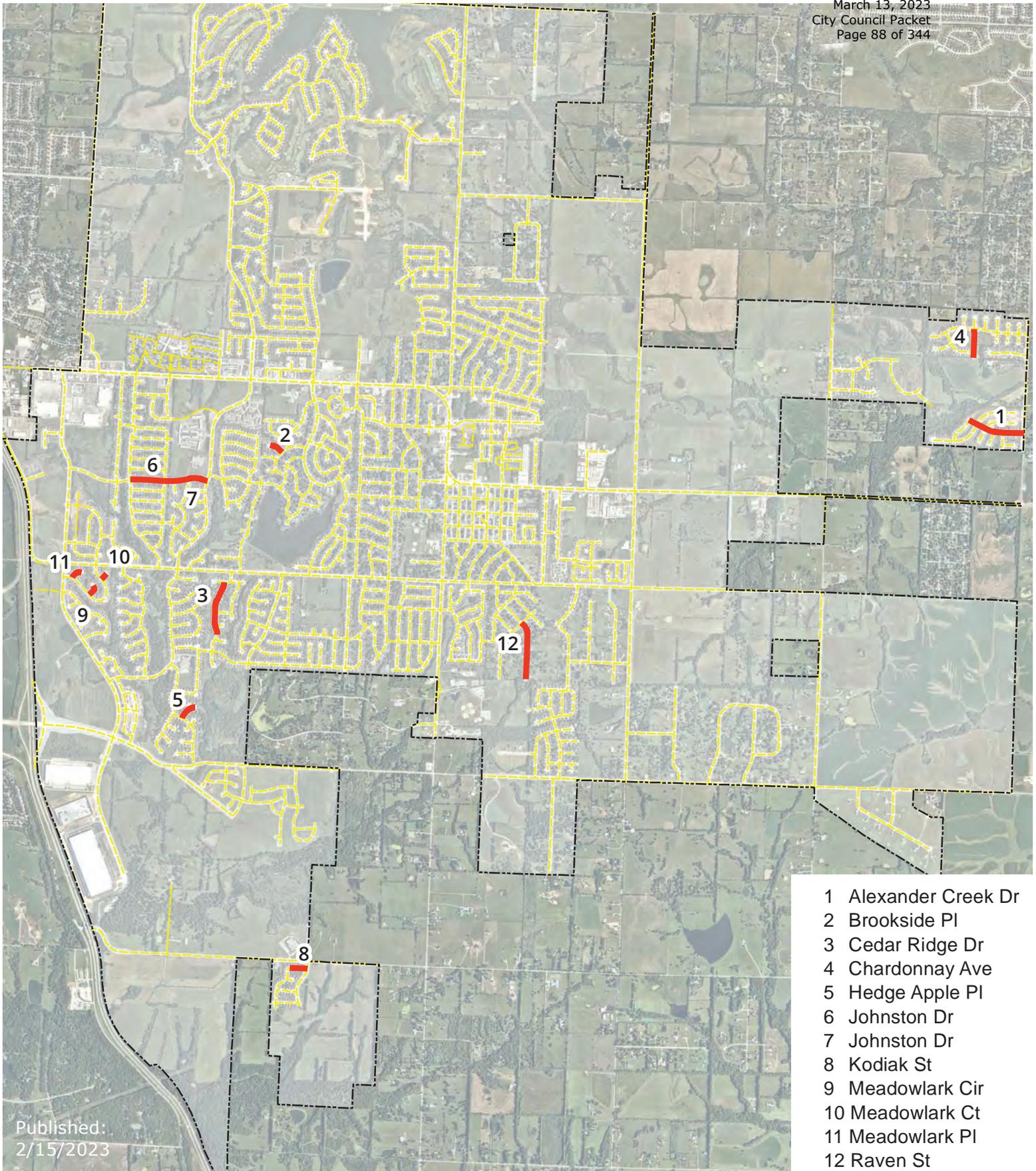
Approx: 0.048 CY per LIN FT



Notes:

1. 3/4" pre-molded, expansion joints with 2 foot steel dowels to be placed at radius points, vertical points of curvature, curb inlets and intermediate points not to exceed 300 feet. Dowels shall be smooth, greased and capped on one end.
2. Contraction joints, 2 inches deep and spaced every 10 feet, shall be sawn as soon as curing permits.
3. All exposed concrete shall be sprayed with cure as soon as finishing permits. Plastic sheeting is not an acceptable curing method.
4. KCMMB 4K concrete shall be used throughout.

PLANNING & ENGINEERING 100 MUNICIPAL CIRCLE RAYMORE, MO 64083 (816)331-0488 FAX (816)331-8067		<i>CITY OF RAYMORE</i>			
		CURB REPLACEMENT STRAIGHT BACK CURB & GUTTER			
DRAWN	Modified 3/9/16	DATE		SIZE	A
CHECKED				FSCM NO.	
APPROVED				DWG NO.	
				SCALE	NONE
				SHEET	1 OF 1



- 1 Alexander Creek Dr
- 2 Brookside Pl
- 3 Cedar Ridge Dr
- 4 Chardonnay Ave
- 5 Hedge Apple Pl
- 6 Johnston Dr
- 7 Johnston Dr
- 8 Kodiak St
- 9 Meadowlark Cir
- 10 Meadowlark Ct
- 11 Meadowlark Pl
- 12 Raven St

Published:
2/15/2023





CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: February 27, 2023

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 3790: 2023 Street Preservation Project

STRATEGIC PLAN GOAL/STRATEGY

Goal 2.3 Improve safety for all modes of travel throughout the city.

FINANCIAL IMPACT

Award To:	Tandem Paving Company, Inc.
Amount of Request/Contract:	\$1,115,311.90
Amount Budgeted:	\$1,200,000.00
Funding Source/Account#:	FY23 Capital Improvement Program

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
April 2023	October 2023

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

Contract
Map

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

The 2023 Street Preservation Project involves the mill and overlay of City streets originally approved by Council at a recent work session as shown on the attached map.

The City received the following bids on February 8, 2023:

Tandem Paving Company, Inc.	\$1,115,311.90
Superior Bowen Asphalt Co., LLC	\$1,327,686.00
Amino Brothers Company, Inc.	\$1,444,745.00
JM Fahey Construction Co.	\$1,646,947.50

Tandem Paving Company, Inc. was determined to be the lowest and best bidder.

Staff recommends the contract for the 2023 Street Preservation Project to be awarded to Tandem Paving Company, Inc. in the negotiated amount of \$1,115,311.90.

2023 Street Preservation Location Map



Mill & Overlay (Red)

- | | | | |
|--------------------|-----------------|----|---------------|
| 1. Johnston Dr | S. Foxridge | to | S. Darrowby |
| 2. Kodiak | Elk | to | Archer |
| 3. Coyote | Archer | to | Elk |
| 4. Hedge Apple | Haystack | to | CDS |
| 5. Cedar Ridge Dr. | Cedar Ridge Cir | to | Brookside 10 |
| 6. Asbury Lane | Fox Ridge | to | Avondale |
| 7. Avondale | Foxridge | to | End of CDS |
| 8. Hampton | Johnston Dr | to | Creekmoor Pnd |
| 9. Calico | Madison | to | Crest |
| 10. Heritage | Madison | to | Crest |
| 11. Raven | Toucan | to | CDS |
| 12. Alexander Crk | Ward Rd | to | West Dead End |

Thoroughfare Mill & Overlay (Blue)

- | | | | |
|------------------------|------------|----|--------------|
| 13. Dean Ave. | 58 Highway | to | Hickory Leaf |
| 14. N Cass/Hubach Hill | Haystack | to | Sunset |

Full Depth Mill With Overlay (Green)

- | | | | |
|----------------|------|----|----------|
| 15. North Cass | Dean | to | Haystack |
|----------------|------|----|----------|

BILL 3790

ORDINANCE

“AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH TANDEM PAVING COMPANY, INC. FOR THE 2023 STREET PRESERVATION PROJECT, CITY PROJECT NUMBER 23-421-201, IN THE AMOUNT OF \$1,115,311.90 AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS.”

WHEREAS, the 2023 Street Preservation Program was included in the FY 2023 budget; and,

WHEREAS, bids for this project were received on February 8, 2023; and,

WHEREAS, Tandem Paving Company, Inc. has been determined to be the lowest and best bidder.

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

Section 1. The City Manager is directed to enter into a contract in the negotiated amount of \$1,115,311.90 with Tandem Paving Company, Inc. for the 2023 Street Preservation project, attached as Exhibit A.

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

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

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

DULY READ THE FIRST TIME THIS 27TH DAY OF FEBRUARY, 2023.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 13TH DAY OF MARCH, 2023, BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Barber
Councilmember Berendzen
Councilmember Burke III
Councilmember Forster
Councilmember Holman
Councilmember Townsend
Councilmember Wills

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature



CITY OF RAYMORE
CONTRACT FOR SERVICES

2023 Street Preservation

This Contract for the 2023 Street Preservation Project, hereafter referred to as the **Contract** is made this 13th day of March, 2023, between Tandem Paving Company, Inc., an entity organized and existing under the laws of the State of Missouri, with its principal office located at 617 SE Industrial Drive, Blue Springs, MO 64014, hereafter referred to as the **Contractor**, and The City of Raymore, Missouri, a Charter City organized and existing under the laws of the State of Missouri, with its principal office located at 100 Municipal Circle, Raymore, Missouri, hereafter referred to as the **City**.

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

This contract is effective as of March 13, 2023 and coincidental with the City Manager's signature and attestation by the City Clerk and shall remain in effect as described within the attachments.

ARTICLE I
THE WORK

Contractor agrees to perform all work and provide all materials as specified in Request for Proposal 23-421-201 and the General Terms and Conditions in Appendix B, commonly referred to as Contract Terms and Conditions and according to Contract Agreement set forth here. Contractor agrees to provide all labor, materials, tools, permits, and/or professional services and perform the contracted work in accordance with all specifications, terms and conditions as set forth within the proposal documents, including bonding, insurance, prevailing wage requirements, and termination clauses as needed or required. The work as specified

in Appendix A may commence upon the signing of this contract and scheduling and approval of the City.

ARTICLE II TIME OF COMMENCEMENT AND COMPLETION

The work shall take a maximum of **90** calendar days. The date of substantial completion shall be that date when the project or portions of the project are officially accepted by the Owner through formal action of the City Council for utilization of the project for its intended purpose. The City shall be the sole determiner as to the fulfillment of the work as described.

ARTICLE III CONTRACT SUM AND PAYMENT

The Contractor agrees to perform all work described in the Contract Documents in the amount of \$1,115,311.90.

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

The City Manager has the authority for change orders.

ARTICLE IV CONTRACT PAYMENTS

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

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

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

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

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

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

ARTICLE V INSURANCE REQUIREMENTS

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

ARTICLE VI DAMAGES/DELAYS/DEFECTS

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

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

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

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

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

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

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

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

ARTICLE VII RESPONSIBILITIES

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

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

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

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

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

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

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

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

Contract is subject to the State of Missouri Prevailing Wage Laws (Cass County Annual Wage 29) if the project is over \$75,000. The contractor shall include the provisions of this clause in all subcontracts for work to be performed by subcontractors under this contract so that provisions of this clause are binding upon subcontractors.

ARTICLE VIII CANCELLATION AND/OR TERMINATION OF AGREEMENT

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

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

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

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

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

ARTICLE IX ARBITRATION

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

ARTICLE X WARRANTY

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

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

ARTICLE XI
REQUIRED SAFETY TRAINING

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

ARTICLE XII
NOTICE OF PENALTIES FOR FAILURE
TO PROVIDE SAFETY TRAINING

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

ARTICLE XIII
AFFIDAVIT of WORK AUTHORIZATION

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

- * submitting the attached AFFIDAVIT OF WORK AUTHORIZATION and
- * providing documentation affirming the bidder's enrollment and

participation in a federal work authorization program (see below) with respect to the employees proposed to work in connection with the services requested herein.

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

**ARTICLE XIV
ENTIRE AGREEMENT**

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

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

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

THE CITY OF RAYMORE, MISSOURI

By: _____
Jim Feuerborn, City Manager

Attest: _____
Erica Hill, City Clerk

(SEAL)

TANDEM PAVING COMPANY, INC.

By: _____ *C.K. SMITH*

Title: _____ *VICE PRESIDENT*

Attest: _____ *NECK CALDRONE*

APPENDIX A

SCOPE OF SERVICES AND SPECIAL PROVISIONS

ANTICIPATED SCOPE OF SERVICES:

- 83330 sq yds of full width milling
- 9170 tons of 2" Type 3 Recycled overlay. The asphalt price will be indexed as per the Measurement and Payment section of the RFP.
- Tack oil is to be UltraTack, Trackless Tack NTSS-1HM manufactured by Blackledge applied at the residual rate of .06 gal/sq yd, CAT-TAC trackless tack manufactured by Hunt Refining applied at the same rate, or other approved trackless tack oil. Paving will not begin until the tack has broken.
- Milled surface is to be cleaned by a vacuum sweeper immediately prior to tacking.
- 1100 tons of full depth patching, Type 1 Recycled asphalt. Quantity of patching necessary will be determined after each street is milled. The asphalt price will be indexed as per the Measurement and Payment section of the RFP.
- 2000 linear feet of deep crack repair. Quantity of crack repair necessary will be determined after each street is milled.
- 2000 pounds of crack seal on North Cass prior to micro surface
- 8330 sq yards of Type II micro surface.
- Re-striping of North Cass, N Cass/Hubach Hill and Dean after overlay and micro surface.

1. **SPECIFICATIONS WHICH APPLY**

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

SPECIFICATIONS FOR MICRO SURFACE

Scope of work: Micro surfacing shall follow the specification set forth in Section 2206 of the APWA Standard Specification and Design Criteria Manual for Improved Street Micro-Surfacing - except for the following exceptions:

Exception A from item #6 Mix Design, in the APWA manual

	TYPE II	TYPE III
Aggregate for Micro-Surfacing	18-22 lbs per sq yd 4.53 to 9.07 kg/m ² (dry basis)	20 to 30 lbs per sq yd 6.80 to 13.61 kg/m ² (dry basis)
Emulsified Asphalt (Residual Asphalt Content)	8 to 13.5 % by weight of dry aggregate	5.5 to 13.5 % weight of dry aggregate
Polymer Based Modifier	Minimum of 3% solids based on asphalt weight content	Minimum of 3% solids based on asphalt weight content
Additive	As needed	As needed
Mineral Filler	0.0 to 3.0 % by weight of dry aggregate	0.0 to 3.0 % by weight of dry aggregate
Water	Minimum amount necessary to obtain a fluid and homogenous mixture	Minimum amount necessary to obtain a fluid and homogenous mixture

Exception B from item #7 Application Rates, in the APWA Manual

Type II: 18 to 22 lbs per sq yd

Type III: 20 to 30 lbs per sq yd

Road preparation: The micro surface unit price shall include pavement marking removal, if required, and shall include sweeping, cleaning/routing of cracks and open joints (including the joint between the paved road and the curb line).

Weather Restrictions: Micro surfacing shall not be applied if either the pavement or air temperature is below 50°F (10°C) and falling, but may be applied when both pavement and air temperatures are above 45°F (7°C) and rising. No micro surfacing shall be applied when there is the possibility of freezing temperatures at the project location within 24 hours after application. The micro surfacing shall not be applied when weather conditions prolong opening to traffic beyond a reasonable time.

Resident Notification: Residents who's vehicular access to and from their residences will be affected shall be notified by contractor via door hanger 48 hours prior Micro Surface operations. If operations are delayed, the contractor shall attempt to contact each residence individually (knock on the door) prior to commencing operations. The contractor shall also coordinate operations with school bus operators and solid waste disposal operators.

2. PROJECT AWARD

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

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

3. PROJECT COMPLETION AND SCHEDULE

It is expected that Notice of Award shall be issued March 2023.

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

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

4. ENGINEER

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

5. GENERAL CONDITIONS

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

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

6. MEASUREMENT AND PAYMENT

It is the intent of the proposal that the total bid, as submitted, shall cover all work shown on the contract drawings and required by the specifications and other contract documents. All costs in connection with the work, including furnishing of all the materials, equipment, supplies, and appurtenances, and performing all necessary labor to fully complete the work, shall be included in the unit and lump sum prices named in the bid. No item or work that is required by the contract documents for the proper and successful completion

of the contract will be paid for outside of or in addition to the prices submitted in the bid. All work not specially set forth in the proposal as a pay item shall be considered a subsidiary obligation of the Contractor and all costs in connection therewith shall be included in the prices named in the bid.

- A. **Mobilization, Bonds, and Insurance:** Mobilization, Bonds and Insurance will be considered a lump sum item for payment.
- B. **Construction and Survey Controls:** Construction and Survey Controls shall be considered a lump sum item for payment. The unit cost for this item shall include all equipment, labor and materials required to develop and establish necessary control, detail dimensions, slope stakes and measurements required for proper layout and performance of the work.
- C. **Utility Locates:** Utility Locates shall be considered a lump sum for payment. The unit cost for this item shall include all labor, equipment and materials required to locate all utilities in the project area. Any location of utilities shown on the plans are not to be considered accurate and are to be verified by the contractor.
- D. **Full Width Milling:** Full Width Milling shall be paid for at the unit bid price per square yard. The milling depth will be 2" on the residential streets. The unit bid price shall include all materials, labor, equipment, hauling and disposal of millings to complete the work. Contractor to retain the millings.
- E. **2" Type 3 Recycled Overlay:** 2" Type 3 Recycled Overlay shall be paid for at the unit bid price per ton. The unit bid price shall include all materials, labor, equipment required to place and compact a 2" thick surface mat. Tack oil is subsidiary to this line item and UltraTack, Trackless Tack NTSS-1HM manufactured by Blacklidge, CAT-TAC Trackless Tack manufactured by Hunt Refining or an approved trackless tack is specified for this project.

The line item cost of base and surface asphalt per ton will be indexed as per the following:

The adjustment applies only to the virgin asphalt cement actually placed. The percent AC on the job mix should be used for the calculation unless the change in target AC meets the requirement for field mix design. The asphalt cement contribution of RAP is excluded.

The adjustment is calculated using the following formula

$$A=(B \times C) \times (D - E)$$

Where:

- A = Adjustment for mix placed during monthly average index price.
- B = Tons of mix placed during the monthly average index period
- C = % of virgin asphalt binder as listed in the job mix formula
- D = Monthly average priced at time of mix placement
- E = Monthly average price at time of bid

The baseline asphalt prices for the index are taken from the Asphalt Weekly Monitor published by Poten & Partners Inc. The average of the midpoint published prices for PG 64-22 in the St. Louis, Missouri and Kansas City area will be used. The monthly base price will be the price in the last published Asphalt Weekly Monitor prior to MODOT's monthly bid opening.

- F. **Full Depth Patching:** Full Depth Patching shall be paid for at the unit bid price per ton. The unit bid price shall include all materials, labor and equipment required to remove and dispose of existing asphalt to subgrade. Asphalt shall be Type 1 Recycled if the patch is to be overlaid or Type 2 Recycled if the patch is full depth to the surface.
- G. **Deep Crack Repair:** Full Depth Crack Repair shall be paid for at the unit bid price per linear foot. The unit bid price shall include all materials, equipment and labor required to remove the asphalt on either side of the crack with a skid-loader mounted mill, to the full depth of the mill cutting head, dispose of the millings and to place and compact Type 1 Recycled asphalt back to within two inches of the existing surface or to the level of the milled surface.
- H. **Type II Micro Surface (Both Residential and Thoroughfares):** Type II Micro Surface (Both Residential and Thoroughfares) shall be paid for at the square yard unit price per bid form. This per unit price shall include all labor, materials and equipment required to complete construction as per specifications. All surface preparation, traffic control and clean-up shall be considered subsidiary to this line item.
- I. **Crack Sealing:** Crack Sealing shall be paid for at the unit price per pound applied as per the bid form. This unit price shall include all labor, materials and equipment to apply Crafcro Polyflex Type 2-34518 or approved equal to all crack 1/8" and wider in width and longer than 12".
- J. **Striping:** Striping and shall be considered a lump sum for payment. The unit bid price shall include all materials, labor and equipment required to replace the existing traffic markings as per the plans. The striping and arrows shall be MoDoT approved High Build Acrylic Waterborne Pavement Marking Paint.
- K. **Traffic Control:** Traffic Control line items shall be considered individually as lump sums for payment. Flaggers are required if traffic is reduced to one-lane. A traffic control plan must be submitted individually for each

street if it is going to be closed completely. The unit bid cost for this item shall include all materials, labor and equipment required to provide a safe working environment including, but not limited to, all signage to control traffic through the work area as required by the MUTCD.

7. ADDITIONAL INFORMATION

7.1 Project is tax exempt.

CITY OF RAYMORE, MISSOURI
RFP # 23-421-201

Appendix B
General Terms and Conditions

A. *Procedures*

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

B. *Contract Period*

Award of this contract is anticipated prior to the end of March, 2023.

C. *Insurance*

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

1. General Liability

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

Minimum Limits - General Liability:

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

2. Excess/Umbrella Liability

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

3. Automobile Liability

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

Minimum Limits - Automobile Liability:

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

4. Workers' Compensation

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

D. *Hold Harmless Clause*

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

E. *Exemption from Taxes*

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

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

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

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

Contractor agrees to pay all employees involved in this contract the required wages as listed in the prevailing Wage Order 29 for Cass County, Missouri, USA.

G. *Invoicing and Payment*

The Contractor shall submit invoices, in duplicate, for services outlined above in the scope of services. Certified payroll shall be submitted with each pay request or invoice.

Invoices shall be based on the following schedule:

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

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

H. *Cancellation*

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

I. *Contractual Disputes*

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

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

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

J. *Severability*

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

K. *Applicable Laws*

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

L. *Drug/Crime Free Work Place*

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

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

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

M. *Inspection*

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

N. *No Escalation of Fees*

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

O. *Safety Training*

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

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

The contract resulting from this solicitation is subject to the State of Missouri Prevailing Wage Law (Cass County Wage Order 29). The Contractor shall include the provisions of this clause in all subcontracts for work to be performed by subcontractors under this contract so that provisions of this clause are binding upon subcontractors.

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

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

Q. *Permits/Certificates*

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

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

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

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

R. *Mobilization, Bonds and Insurance*

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

Payment shall be made on the following schedule.

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

S. *Bid Bond*

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

T. *Performance Bond*

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

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

U. Payment Bond

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

V. Maintenance Bond

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

W. Rejection of Bids

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

X. Release of Information

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

Y. American Products

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

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

Z. Affidavit of Work Authorization and Documentation

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

- * submitting the attached AFFIDAVIT OF WORK AUTHORIZATION and

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

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

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

RAYMORE
come home to

ADDENDUM NO. 1
2023 Street Preservation
Project #23-421-201

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

Addendum No. 1 - Question and clarification.

- 1. Clarification:** Crack seal is to be paid by the pound, as per the line item on the bid tab
- 2. Clarification:** Cracks wider than 1/4" and a foot long are to be sealed
- 3. Clarification:** Updated Location Map to reflect change for Street #15 from Full Depth Mill and Overlay to Micro Surface with Crack Seal. Attached.

Any other questions regarding this proposal shall be submitted to Kim Quade, CPPB by email at kquade@raymore.com or by phone at (816) 892-3045. There will be no questions allowed after February 3, 2023 at 5 p.m.

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

Company Name: Tandem Paving Company, Inc.

By: C.K. Smith

Title: Vice President

Address: 617 SE Industrial Drive

City, State, Zip: Blue Springs, MO 64014

Date: 2/7/23 Phone: 816.215.1876

Signature of Bidder: 

ADDENDUM MUST BE SUBMITTED WITH BID

E - VERIFY AFFIDAVIT

(As required by Section 285.530,RSMo)

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

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

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

KNOWINGLY: A person acts knowingly or with knowledge,
(a) with respect to the person's conduct or to attendant circumstances when the person is aware of the nature of the person's conduct or that those circumstances exist; or
(b) with respect to a result of the person's conduct when the person is aware that the person's conduct is practically certain to cause that result.

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

BEFORE ME, the undersigned authority personally appeared C.K. Smith, who, being duly sworn, states on his oath or affirmation as follows:

Name/Contractor: C.K. Smith - Vice President

Company: Tandem Paving Company, Inc.

Address: 617 SE Industrial Drive, Blue Springs, MO 64014

- 1 I am of sound mind and capable of making this Affidavit, and am personally acquainted with the facts stated herein.
- 2 Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the following services contracted between Contractor and the City of Raymore: Project # 23-421-201.
- 3 Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.

- 4 Attached hereto is documentation affirming Contractor's enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

Tandem Paving Company, Inc.

Company Name



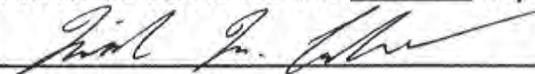
Signature

Name: C.K. Smith

Title: Vice President

STATE OF Missouri COUNTY OF Jackson

Subscribed and sworn to before me this 7th day of February, 2023.

Notary Public: 

My Commission Expires: January 27th 2025 Commission # 17469660

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

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

NICHOLAS MATTHEW CALDRONE
 NOTARY PUBLIC - NOTARY SEAL
 STATE OF MISSOURI
 MY COMMISSION EXPIRES JANUARY 27, 2025
 JACKSON COUNTY
 COMMISSION #17469660

PROPOSAL FORM A
RFP 23-421-201

PROPOSAL VALIDITY AND COMMITMENT TO SIGN AGREEMENTS

I (authorized agent) C.K. Smith having authority to act on behalf of (Company name) Tandem Paving Company, Inc. do hereby acknowledge that (Company name) Tandem Paving Company, Inc. will be bound by all terms, costs, and conditions of this proposal for a period of 90 days from the date of submission; and commit to sign the Agreements.

FIRM NAME: Tandem Paving Company, Inc.

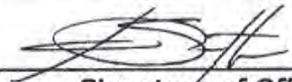
ADDRESS: 617 SE Industrial Drive
Street

ADDRESS: Blue Springs, MO 64014
City State Zip

PHONE: 816.229.6398

E-MAIL: cksmith@tandempaving.com

DATE: 2/7/23
(Month-Day-Year)

 Vice President
Signature of Officer/Title

DATE: _____
(Month-Day-Year)

Signature of Officer/Title

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

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

PROPOSAL FORM B
RFP 23-421-201

CONTRACTOR DISCLOSURES

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

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

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

Legal Matters

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

Yes No If yes, provide details in an attachment.

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

Yes No If yes, provide details in an attachment.

Required Representations

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

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

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

PROPOSAL FORM C
RFP 23-421-201

EXPERIENCE / REFERENCES

To be eligible to respond to this RFP, every bidder must be in business for a minimum of one (1) year and must demonstrate that they, or the principals assigned to this Project, have successfully completed services, similar to those specified in the Scope of Service section of this RFP, to at least one customer with a project similar in size and complexity to the City of Raymore. *Please list any Municipalities that you have done work for in the past, not including the City of Raymore.

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

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

COMPANY NAME	Please see attached references.
ADDRESS	
CONTACT PERSON	
CONTACT EMAIL	
TELEPHONE NUMBER	
PROJECT, AMOUNT AND DATE COMPLETED	

COMPANY NAME	
ADDRESS	
CONTACT PERSON	
CONTACT EMAIL	
TELEPHONE NUMBER	
PROJECT, AMOUNT AND DATE COMPLETED	

COMPANY NAME	
ADDRESS	
CONTACT PERSON	
CONTACT EMAIL	
TELEPHONE NUMBER	
PROJECT, AMOUNT AND DATE COMPLETED	

COMPANY NAME	
ADDRESS	
CONTACT PERSON	
CONTACT EMAIL	
TELEPHONE NUMBER	
PROJECT, AMOUNT AND DATE COMPLETED	

COMPANY NAME	
ADDRESS	
CONTACT PERSON	
CONTACT EMAIL	
TELEPHONE NUMBER	
PROJECT, AMOUNT AND DATE COMPLETED	

State the number of Years in Business: 50 Years

State the current number of personnel on staff: 35



Bank Reference

Name Bank 21
Contact Darrell Denish
Title President
Mailing Address 3301 S. 7 Hwy, Blue Springs, MO
Telephone Number 816.220.0400
Email Address ddenish@bank21.com

Customer Reference

Name City of Raymore, MO
Contact Steve Rulo
Title Parks Department
Mailing Address 100 Municipal Circle, Raymore, MO 64083
Telephone Number 816.331.0488
Email Address srulo@raymore.com

Name Blue Springs School District
Contact Dan Anderson
Title Director of Buildings & Grounds
Mailing Address 1801 NW Vesper, Blue Springs, MO
Telephone Number 816.224.1300
Email Address dananderson@bssd.net

Name City of Parkville, MO
Contact Alysen Abel/Alan Schank
Title Director of Public Works/Director of Operations
Mailing Address 8880 Clark Ave, Parkville, MO 64152
Telephone Number 816.741.7676
Email Address aabel@parkvillemo.gov aschank@parkvillemo.gov

Name Lee's Summit School District
Contact Kyle Gorrell
Title Director of Facilities
Mailing Address 502 SE Transport Drive, Lee's Summit, MO 64081
Telephone Number 816.986.2425
Email Address kyle.gorrell@lsr7.net

Name City of Lake Winnebago
Contact Steve Besermin
Title Director of Public Works
Mailing Address 10 N. Winnebago Drive, Greenwood, MO
Telephone Number 816.537.6969
Email Address lwpubworks@comcast.net

Name City of Pleasant Valley, MO
Contact Art Akin
Title Engineer
Mailing Address 6500 Royal, Pleasant Valley, MO
Telephone Number 816.781.4200
Email Address aakin@agcengineers.com

PROPOSAL FORM D
RFP 23-421-201

Proposal of Tandem Paving Company, Inc., organized and
(Company Name)
existing under the laws of the State of Missouri, doing business
as (*)

To the City of Raymore, Missouri: In compliance with your Request for Proposal, Bidder hereby proposed and agrees to furnish all labor, tools, materials and supplies to successfully complete all requirements defined in City Project No. 23-421-201 – 2023 Street Preservation.

This work is to be performed in strict accordance with the Plans and Specifications, including addendum number(s) 1, issued thereto, receipt of which is hereby acknowledged for the following unit prices.

By submission of this Bid, each Bidder certifies, and in the case of a joint bid, each party thereto certifies as to his own organization, that this Bid has been arrived at independently, without consultation, communication or agreement as to any matter relating to this Bid with any other Bidder or with any competitor.

The Bidder hereby agrees to commence work under this contract on or before the date specified in the *Notice to Proceed* and to fully complete the project in accordance with the completion dates specified in the Special Provisions.

Bidder further acknowledges that bidder is the official holder of the "Standard Contract Documents and Technical Specifications & Design Criteria for Utility and Street Construction, City of Raymore, Missouri."

(*) Insert "a corporation, a partnership, or an individual" as applicable.

BID PROPOSAL FORM E – Project No. 23-421-201

**2023 Street Preservation
 Asphalt Pavement**

Bid Items	Units	Estimated Quantities	\$/Units	Total
Mobilization, Bonds and Insurance	Lump Sum	1	\$40,207.00	\$40,207.00
Full Width Milling, Residential	Sq Yd	55510	\$2.55	\$141,550.50
2" Type 3 Recycled Overlay, Residential	Tons	6110	\$67.73	\$413,830.30
Full Depth Patching, Recycled Type 1	Tons	550	\$112.00	\$61,600.00
Thoroughfare Full Width Milling	Sq yd	27820	\$2.31	\$64,264.20
2" Type 3 Recycled Overlay, Thoroughfares	tons	3060	\$67.73	\$207,253.80
Type II Micro Surface, (Steel Slag Aggregate Required)	SqYd	8330	\$5.67	\$47,231.10
Crack Seal, Crafcro Polyflex Type-2 34518	Pound	2000	\$5.28	\$10,560.00
Deep Depth Crack Repair	Lin Ft	1000	\$50.00	\$50,000.00
N Cass Striping (Micro Surface Section)	LS	1	\$6,050.00	\$6,050.00
N Cass/Hubach Hill Striping	LS	1	\$10,450.00	\$10,450.00
Dean Striping	LS	1	\$8,525.00	\$8,525.00
N Cass Traffic Control	LS	1	\$2,420.00	\$2,420.00
N Cass/Hubach Hill Traffic Control	LS	1	\$2,420.00	\$2,420.00
Dean Traffic Control	LS	1	\$15,950.00	\$15,950.00
Traffic Control	LS	1	\$33,000.00	\$33,000.00

**Total Bid for Project
 Number: 23-421-201**

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

(\$) **\$1,115,311.90**

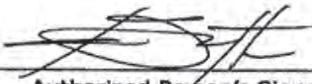
C.K. Smith - Vice President



SP-1

**BID PROPOSAL FORM E – RFP 23-421-201
CONTINUED**

Company Name Tandem Paving Company, Inc.

By 

Authorized Person's Signature

C.K. Smith - Vice President

Print or type name and title of signer

ADDENDA

Bidder acknowledges receipt of the following addendum:

Addendum No. 1

Addendum No. _____

Addendum No. _____

Company Address _____

617 SE Industrial Drive, Blue Springs, MO 64014

Addendum No. _____

P.O. Box 1417, Blue Springs, MO 64013

Addendum No. _____

Phone 816.229.6398

Addendum No. _____

Fax 816.229.3929

Email cksmith@tandempaving.com

Date 2/7/23

LATE BIDS CANNOT BE ACCEPTED!

2023 Street Preservation Location Map



Mill & Overlay (Red)

- | | | | |
|--------------------|-----------------|----|---------------|
| 1. Johnston Dr | S. Foxridge | to | S. Darrowby |
| 2. Kodiak | Elk | to | Archer |
| 3. Coyote | Archer | to | Elk |
| 4. Hedge Apple | Haystack | to | CDS |
| 5. Cedar Ridge Dr. | Cedar Ridge Cir | to | Brookside 10 |
| 6. Asbury Lane | Fox Ridge | to | Avondale |
| 7. Avondale | Foxridge | to | End of CDS |
| 8. Hampton | Johnston Dr | to | Creekmoor Pnd |
| 9. Calico | Madison | to | Crest |
| 10. Heritage | Madison | to | Crest |
| 11. Raven | Toucan | to | CDS |
| 12. Alexander Crk | Ward Rd | to | West Dead End |

Thoroughfare Mill & Overlay (Blue)

- | | | | |
|------------------------|------------|----|--------------|
| 13. Dean Ave. | 58 Highway | to | Hickory Leaf |
| 14. N Cass/Hubach Hill | Haystack | to | Sunset |

Full Depth Mill With Overlay (Green)

- | | | | |
|----------------|------|----|----------|
| 15. North Cass | Dean | to | Haystack |
|----------------|------|----|----------|



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: February 27, 2023

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 checked="" type="checkbox"/> Agreement	<input type="checkbox"/> Discussion	<input type="checkbox"/> Other	

TITLE / ISSUE / REQUEST

Bill 3784: Park Side 1st Final Plat

STRATEGIC PLAN GOAL/STRATEGY

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

FINANCIAL IMPACT

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

PROJECT TIMELINE

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

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission: Planning and Zoning Commission
Date: February 21, 2023
Action/Vote: Approval, 6-0

LIST OF REFERENCE DOCUMENTS ATTACHED

Staff Report
Development Agreement
Final Plat Drawing

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

Dan Carr, representing Triangle 2, LLC and Triangle 4, LLC has requested approval of the Park Side 1st Plat, a 28-lot single family subdivision located south of 163rd Street.

The 1st Plat is being submitted concurrently with the Park Side Park 1st Plat, which includes the area to be dedicated to the City as parkland.

BILL 3784

ORDINANCE

“AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, APPROVING THE PARK SIDE 1ST PLAT, LOTS 1 THROUGH 28 AND TRACTS A THRU F, A SUBDIVISION OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 46N, RANGE 32W, RAYMORE, CASS COUNTY, MISSOURI.”

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

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

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

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

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

Section 2. That the subdivision known as Park Side 1st Plat, Lots 1 thru 28 and Tracts A thru F is hereby approved for the tract of land described below:

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

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 46, RANGE 32, IN RAYMORE, CASS COUNTY, MISSOURI; THENCE SOUTH 88 DEGREES 08 MINUTES 18 SECONDS EAST, 1373.08 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 88 DEGREES 08 MINUTES 18 SECONDS EAST, 884.76 FEET; THENCE SOUTH 01 DEGREES 51 MINUTES 42 SECONDS WEST, 171.01 FEET; THENCE SOUTH 78 DEGREES 45 MINUTES 10 SECONDS EAST, 112.91 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT, HAVING AN INITIAL TANGENT BEARING OF SOUTH 11 DEGREES 14 MINUTES 50 SECONDS WEST, A RADIUS OF 50.00 FEET, AND AN ARC LENGTH OF 40.68 FEET; THENCE SOUTH 54 DEGREES 37 MINUTES 57 SECONDS WEST, 131.02 FEET; THENCE NORTH 56 DEGREES 18 MINUTES 52 SECONDS WEST, 40.06 FEET; THENCE SOUTH 33 DEGREES 49 MINUTES 44 SECONDS WEST, 125.24 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT, HAVING AN INITIAL TANGENT BEARING OF NORTH 84 DEGREES 06 MINUTES 07 SECONDS WEST, A RADIUS OF 50.00 FEET, AND AN ARC LENGTH OF 134.03 FEET; THENCE SOUTH 57 DEGREES 41 MINUTES 06 SECONDS EAST, 33.89 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT, BEING TANGENT TO THE PREVIOUSLY DESCRIBED COURSE, HAVING A RADIUS OF 57.00 FEET, AND AN ARC LENGTH OF 11.72 FEET; THENCE SOUTH 19 DEGREES 54 MINUTES 10 SECONDS WEST, 242.18 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT, HAVING AN INITIAL TANGENT BEARING OF SOUTH 80 DEGREES 17 MINUTES 52 SECONDS WEST, A RADIUS OF 50.05 FEET, AND AN ARC LENGTH OF 109.86 FEET; THENCE SOUTH 09 DEGREES 29 MINUTES 16 SECONDS WEST, 153.93 FEET; THENCE SOUTH 01 DEGREES 32

MINUTES 26 SECONDS WEST, 275.39 FEET; THENCE SOUTH 39 DEGREES 34 MINUTES 36 SECONDS EAST, 98.22 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 46, RANGE 32; THENCE ALONG SAID SOUTH LINE OF SAID NORTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 9, NORTH 87 DEGREES 58 MINUTES 12 SECONDS WEST, 699.40 FEET; THENCE NORTH 02 DEGREES 01 MINUTES 08 SECONDS EAST, 141.75 FEET; THENCE NORTH 87 DEGREES 58 MINUTES 52 SECONDS WEST, 20.16 FEET; THENCE NORTH 02 DEGREES 01 MINUTES 08 SECONDS EAST, 178.05 FEET; THENCE NORTH 87 DEGREES 58 MINUTES 52 SECONDS WEST, 70.00 FEET; THENCE NORTH 23 DEGREES 43 MINUTES 01 SECONDS EAST, 242.99 FEET; THENCE NORTH 35 DEGREES 51 MINUTES 19 SECONDS EAST, 164.03 FEET; THENCE NORTH 24 DEGREES 20 MINUTES 50 SECONDS EAST, 156.77 FEET; THENCE SOUTH 65 DEGREES 27 MINUTES 17 SECONDS EAST, 16.92 FEET; THENCE NORTH 24 DEGREES 32 MINUTES 43 SECONDS EAST, 90.00 FEET; THENCE NORTH 15 DEGREES 00 MINUTES 36 SECONDS WEST, 125.44 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT, HAVING AN INITIAL TANGENT BEARING OF SOUTH 74 DEGREES 59 MINUTES 24 SECONDS WEST, A RADIUS OF 263.00 FEET, AND AN ARC LENGTH OF 26.12 FEET; THENCE NORTH 20 DEGREES 42 MINUTES 04 SECONDS WEST, 167.30 FEET; THENCE NORTH 88 DEGREES 08 MINUTES 18 SECONDS WEST, 137.80 FEET; THENCE NORTH 01 DEGREES 51 MINUTES 42 SECONDS EAST, 154.23 FEET TO THE POINT OF BEGINNING. CONTAINING 20.59 ACRES, MORE OR LESS.

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

Section 4. Traffic Control Signage. The following stop signs shall be established within the City of Raymore:

- Reed Drive at 163rd Street, at southeast corner
- Reed Drive at Vera Court, at northwest corner
- Vera Court at Reed Drive, at northeast corner
- Vera Drive at Reed Drive, at southwest corner
- Ashbauge Drive at Reed Drive, at southwest corner

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

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

DULY READ THE FIRST TIME THIS 27TH DAY OF FEBRUARY, 2023.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 13TH DAY OF MARCH, 2023 BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Barber
Councilmember Berendzen
Councilmember Burke III
Councilmember Forster
Councilmember Holman
Councilmember Townsend
Councilmember Wills

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date



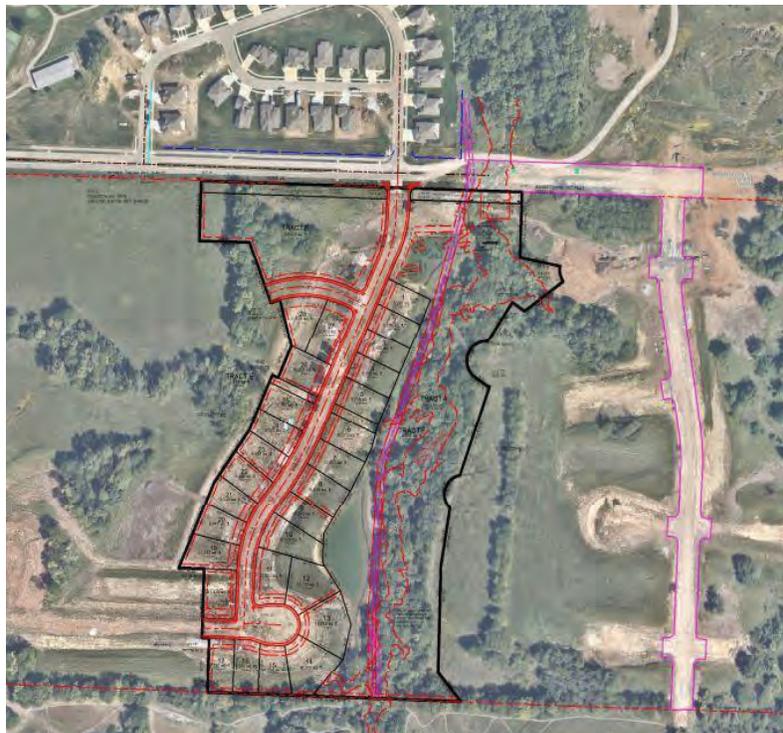
To: City Council
From: Planning and Zoning Commission
Date: February 27, 2023
Re: Case #23002 - Park Side 1st Plat - Final Plat Lots 1 thru 28 and Tracts A thru F

GENERAL INFORMATION

**Applicant/
Property Owner:** Dan Carr
Triangle 2
4706 Broadway St. Ste 240
Kansas City, MO 64112

Requested Action: Final Plat Approval, Park Side 1st Plat

Property Location: Generally south of 163rd Street and Churchill Lane



Site Photographs:



View looking south from existing Eastbrook 3rd Plat (Branchwood Ln.)



View looking east existing 163rd St. toward future 163rd St expansion.



View looking south from existing 163rd St.

Existing Zoning: "R-1P" Single-Family Residential Planned District

Existing Surrounding Zoning: **North:** "PUD" Planned Unit Development District
South: "PR" Parks, Recreation and Public Use
"R-1" Single-Family Residential District
East: "PUD" Planned Unit Development District
West: "A" Agricultural District
"RE" Rural Estate District

Existing Surrounding Uses: **North:** Creekmoor Subdivision
South: Hawk Ridge Park
Madison Creek Subdivision
East: Creekmoor Subdivision
West: Between 3 and 10 Acre lots

Total Tract Size: 20.59 Acres

Total Number of Lots: 28 Lots, 6 Tracts

Density – units per Acre: 1.36

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 the extension of 163rd Street as a major collector road. The extension of Sunset Lane is identified as a minor collector road. North Madison Street is classified as a major collector

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 Park Side 1st Plat– Lots 1 thru 28 and Tracts A thru F.

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 PUD Planned Unit Development zoning designation for Creekmoor Subdivision to the north was established by the City on January 26, 2004.
2. The R-1 Single-Family Residential zoning designation for Madison Creek Subdivision was established by the City on November 21, 1999. The first 3 phases of the subdivision have been constructed. The preliminary plat for the remaining undeveloped land has expired.
3. The PR Parks, Recreation and Public Use zoning designation for Hawk Ridge Park was established by the City on September 28, 2009.
4. The RE Rural Estate zoning designation for properties on the east side of North Madison Street was established by the City on October 28, 2009.
5. The R-1P zoning designation was approved for the subject property on October 12, 2020.
6. On December 14, 2020 the City Council voted to approve the Preliminary Plat and Memorandum of Understanding for the Park Side subdivision.

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. The current bulk and dimensional standards for the "R-1P" Single-Family Residential District is provided below.

	R-1P
Minimum Lot Area	6,000
per lot	-
per dwelling unit	2,000 sq.ft.
Minimum Lot Width (feet)	50
Minimum Lot Depth (feet)	100
Yards, Minimum (feet)	
front	25
rear	25
side	7
side, abutting residential district	15
Maximum Building Height (feet)	35
Maximum Building Coverage (%)	45

2. Five foot (5') sidewalks will be required to be installed on lots within this subdivision.
3. Tract B will be the location for the community pool. A site plan will be required for this amenity and will come back to the Planning Commission for their review. The Memorandum of Understanding requires that the pool and clubhouse be built no later than the 3rd phase of this subdivision.
4. A 30' landscape buffer within the common area tract(s) shall be provided along 163rd St. Such buffer shall be installed prior to the issuance of any Certificates of Occupancy for any homes within this phase.
5. A walking trail will be constructed within Tract A and will be maintained by the established Homeowners Association.

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 final plat is substantially the same as the Preliminary Development Plan and Memorandum of Understanding. Roadway alignments and lot configurations generally remain the same. Ashbauge Drive has been shifted slightly to the north as a future east-west connection within the subdivision, and to provide

access into the future community pool and clubhouse. The preliminary plat initially showed access to the pool and clubhouse directly from Reed Drive. The shifting of this roadway will allow for better access in the future.

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

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

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

The proposed plat complies with the conditions of the Memorandum of Understanding that was 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 21, 2023	February 27, 2023	March 13, 2023

STAFF RECOMMENDATION

Staff recommends that the Planning and Zoning Commission accept the staff proposed findings of fact and forward Case #23002 Park Side 1st Plat - Final Plat; Lots 1 thru 28 and Tracts A thru F to the City Council with a recommendation for approval.

PLANNING COMMISSION RECOMMENDATION 2/21/2023

The Planning and Zoning Commission, at its February 21, 2023 meeting, voted 6-0 to accept the staff proposed findings of fact and forward Case #23002 Park Side 1st Plat - Final Plat; Lots 1 thru 28 and Tracts A thru F to the City Council with a recommendation for approval.



Master Development Agreement

For

Park Side Subdivision Phase 1

Inclusive of:

Park Side 1st Plat, Lots 1 thru 28 & Tracts A thru F

Park Side Park 1st Plat

Sunset Lane 1st Plat

Legal Descriptions Contained on Pages 2-4

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

and

City of Raymore, Grantee

100 Municipal Circle

Raymore, MO 64083

March 13, 2023

DEVELOPMENT AGREEMENT

THIS AGREEMENT, MADE THIS 13th day of March, 2023 by and between, **Triangle 2, LLC and Triangle 4, LLC** hereinafter referred to as "Sub-divider" and the City of Raymore, Missouri, a Municipal Corporation, hereinafter referred to as "City".

WHEREAS, Sub-divider seeks to obtain approval from the City for a subdivision to be known as **Park Side Phase 1**, which is located in the City of Raymore, Cass County, Missouri; and,

WHEREAS, the Memorandum of Understanding (MOU) for the Park Side Subdivision, dated September 27, 2021, and subsequently amended on March 13, 2023 provides requirements for the platting of certain rights-of-way for the construction of Sunset Lane and 163rd Street, as well as the platting and dedication of parkland for the City pursuant to Section 445.040 of the Unified Development Code; and,

WHEREAS, the Sub-divider desires to satisfy the platting requirements of the MOU, including the dedication of parkland area to the City and the platting of right-of-way for Sunset Lane and 163rd Street concurrently with the first plat for residential development; and,

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

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

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

GEOGRAPHIC LOCATION:

1. The terms of this agreement apply to the following properties and all portions thereof, collectively known as: **Park Side Phase 1**

Park Side 1st Plat Lot 1 thru 28 & Tracts A thru F: A PART OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 46, RANGE 32, IN RAYMORE, CASS COUNTY, MISSOURI, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 46, RANGE 32, IN RAYMORE, CASS COUNTY, MISSOURI; THENCE SOUTH 88 DEGREES 08 MINUTES 18 SECONDS EAST, 1373.08 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 88 DEGREES 08 MINUTES 18 SECONDS EAST, 884.76 FEET; THENCE SOUTH 01 DEGREES 51 MINUTES 42 SECONDS WEST, 171.01 FEET; THENCE SOUTH 78 DEGREES 45 MINUTES 10 SECONDS EAST, 112.91 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT, HAVING AN INITIAL TANGENT BEARING OF SOUTH 11 DEGREES 14 MINUTES 50 SECONDS WEST, A RADIUS OF 50.00 FEET, AND AN ARC LENGTH OF 40.68 FEET; THENCE SOUTH 54 DEGREES 37 MINUTES 57 SECONDS WEST, 131.02 FEET; THENCE NORTH 56 DEGREES 18 MINUTES 52 SECONDS WEST, 40.06 FEET; THENCE SOUTH 33 DEGREES 49 MINUTES 44 SECONDS WEST, 125.24 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT, HAVING AN INITIAL TANGENT BEARING OF NORTH 84 DEGREES 06 MINUTES 07 SECONDS WEST, A RADIUS OF 50.00 FEET, AND AN ARC LENGTH OF 134.03 FEET; THENCE SOUTH 57 DEGREES 41 MINUTES

06 SECONDS EAST, 33.89 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT, BEING TANGENT TO THE PREVIOUSLY DESCRIBED COURSE, HAVING A RADIUS OF 57.00 FEET, AND AN ARC LENGTH OF 11.72 FEET; THENCE SOUTH 19 DEGREES 54 MINUTES 10 SECONDS WEST, 242.18 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT, HAVING AN INITIAL TANGENT BEARING OF SOUTH 80 DEGREES 17 MINUTES 52 SECONDS WEST, A RADIUS OF 50.05 FEET, AND AN ARC LENGTH OF 109.86 FEET; THENCE SOUTH 09 DEGREES 29 MINUTES 16 SECONDS WEST, 153.93 FEET; THENCE SOUTH 01 DEGREES 32 MINUTES 26 SECONDS WEST, 275.39 FEET; THENCE SOUTH 39 DEGREES 34 MINUTES 36 SECONDS EAST, 98.22 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 46, RANGE 32; THENCE ALONG SAID SOUTH LINE OF SAID NORTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 9, NORTH 87 DEGREES 58 MINUTES 12 SECONDS WEST, 699.40 FEET; THENCE NORTH 02 DEGREES 01 MINUTES 08 SECONDS EAST, 141.75 FEET; THENCE NORTH 87 DEGREES 58 MINUTES 52 SECONDS WEST, 20.16 FEET; THENCE NORTH 02 DEGREES 01 MINUTES 08 SECONDS EAST, 178.05 FEET; THENCE NORTH 87 DEGREES 58 MINUTES 52 SECONDS WEST, 70.00 FEET; THENCE NORTH 23 DEGREES 43 MINUTES 01 SECONDS EAST, 242.99 FEET; THENCE NORTH 35 DEGREES 51 MINUTES 19 SECONDS EAST, 164.03 FEET; THENCE NORTH 24 DEGREES 20 MINUTES 50 SECONDS EAST, 156.77 FEET; THENCE SOUTH 65 DEGREES 27 MINUTES 17 SECONDS EAST, 16.92 FEET; THENCE NORTH 24 DEGREES 32 MINUTES 43 SECONDS EAST, 90.00 FEET; THENCE NORTH 15 DEGREES 00 MINUTES 36 SECONDS WEST, 125.44 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT, HAVING AN INITIAL TANGENT BEARING OF SOUTH 74 DEGREES 59 MINUTES 24 SECONDS WEST, A RADIUS OF 263.00 FEET, AND AN ARC LENGTH OF 26.12 FEET; THENCE NORTH 20 DEGREES 42 MINUTES 04 SECONDS WEST, 167.30 FEET; THENCE NORTH 88 DEGREES 08 MINUTES 18 SECONDS WEST, 137.80 FEET; THENCE NORTH 01 DEGREES 51 MINUTES 42 SECONDS EAST, 154.23 FEET TO THE POINT OF BEGINNING. CONTAINING 20.59 ACRES, MORE OR LESS.

Park Side Park 1st Plat: A PART OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 46, RANGE 32 AND A PART OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 46, RANGE 32, ALL IN RAYMORE, CASS COUNTY, MISSOURI, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SECTION 9, TOWNSHIP 46, RANGE 32, IN RAYMORE, CASS COUNTY, MISSOURI; THENCE ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 9, SOUTH 02 DEGREES 22 MINUTES 28 SECONDS WEST, 40.00 FEET; THENCE NORTH 88 DEGREES 05 MINUTES 13 SECONDS WEST, 1204.19 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE RIGHT, BEING TANGENT TO THE PREVIOUSLY DESCRIBED COURSE, HAVING A RADIUS OF 1040.00 FEET, AND AN ARC LENGTH OF 53.48 FEET; THENCE NORTH 02 DEGREES 29 MINUTES 14 SECONDS EAST, 838.92 FEET; THENCE SOUTH 88 DEGREES 02 MINUTES 15 SECONDS EAST, 336.73 FEET; THENCE SOUTH 02 DEGREES 29 MINUTES 42 SECONDS WEST, 520.99 FEET; THENCE SOUTH 88 DEGREES 05 MINUTES 13 SECONDS EAST, 920.96 FEET TO A POINT ON THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 46, RANGE 32; THENCE ALONG SAID EAST LINE, SOUTH 02 DEGREES 29 MINUTES 43 SECONDS WEST, 279.01 FEET TO THE POINT OF BEGINNING. CONTAINING 13.24 ACRES, MORE OR LESS.

Sunset Lane 1st Plat: A PART OF THE SOUTH HALF OF SECTION 4, TOWNSHIP 46, RANGE 32, IN RAYMORE, CASS COUNTY, MISSOURI, AND ALSO A PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 46, RANGE 32, IN RAYMORE, CASS COUNTY, MISSOURI, AND ALSO A PART OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 46, RANGE 32, IN RAYMORE, CASS COUNTY, MISSOURI, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF WESTBROOK AT CREEKMOOR, 14TH PLAT, A SUBDIVISION IN RAYMORE, CASS COUNTY, MISSOURI, SAID POINT ALSO BEING ON THE SOUTH LINE OF SECTION 4, TOWNSHIP 46, RANGE 32; THENCE NORTH 01 DEGREES 51 MINUTES 36 SECONDS EAST, 80.00 FEET; THENCE SOUTH 88 DEGREES 08 MINUTES 18 SECONDS EAST, 648.98 FEET; THENCE SOUTH 01 DEGREES 55 MINUTES 45 SECONDS WEST, 80.00 FEET; THENCE NORTH 88 DEGREES 08 MINUTES 47 SECONDS WEST, 34.32 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT, BEING TANGENT TO THE PREVIOUSLY DESCRIBED COURSE, HAVING A RADIUS OF 15.00 FEET, AND AN ARC LENGTH OF 23.40 FEET; THENCE SOUTH 02 DEGREES 28 MINUTES 00 SECONDS WEST, 129.78 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT, BEING TANGENT TO THE PREVIOUSLY DESCRIBED COURSE, HAVING A RADIUS OF 15.00 FEET, AND AN ARC LENGTH OF 23.47 FEET; THENCE SOUTH 87 DEGREES 11 MINUTES 01 SECONDS EAST, 15.24 FEET; THENCE SOUTH 02 DEGREES 49 MINUTES 01 SECONDS WEST, 50.00 FEET; THENCE NORTH 87 DEGREES 11 MINUTES 01 SECONDS WEST, 14.69 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT, BEING TANGENT TO THE PREVIOUSLY DESCRIBED COURSE, HAVING A RADIUS OF 15.00 FEET, AND AN ARC LENGTH OF 23.82 FEET TO A POINT OF COMPOUND CURVATURE; THENCE ALONG A CURVE TO THE LEFT, HAVING AN INITIAL TANGENT BEARING OF SOUTH 01 DEGREES 21 MINUTES 41 SECONDS EAST, A RADIUS OF 420.00 FEET, AND AN ARC LENGTH OF 52.26 FEET; THENCE SOUTH 08 DEGREES 29 MINUTES 26 SECONDS EAST, 330.27 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE RIGHT, BEING TANGENT TO THE PREVIOUSLY DESCRIBED COURSE, HAVING A RADIUS OF 480.00 FEET, AND AN ARC LENGTH OF

91.80 FEET; THENCE SOUTH 02 DEGREES 28 MINUTES 00 SECONDS WEST, 121.00 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT, BEING TANGENT TO THE PREVIOUSLY DESCRIBED COURSE, HAVING A RADIUS OF 15.00 FEET, AND AN ARC LENGTH OF 23.56 FEET; THENCE SOUTH 87 DEGREES 32 MINUTES 00 SECONDS EAST, 15.00 FEET; THENCE SOUTH 02 DEGREES 28 MINUTES 00 SECONDS WEST, 50.00 FEET; THENCE NORTH 87 DEGREES 32 MINUTES 00 SECONDS WEST, 15.00 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT, BEING TANGENT TO THE PREVIOUSLY DESCRIBED COURSE, HAVING A RADIUS OF 15.00 FEET, AND AN ARC LENGTH OF 23.56 FEET; THENCE SOUTH 02 DEGREES 28 MINUTES 00 SECONDS WEST, 229.57 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT, BEING TANGENT TO THE PREVIOUSLY DESCRIBED COURSE, HAVING A RADIUS OF 15.00 FEET, AND AN ARC LENGTH OF 23.56 FEET; THENCE SOUTH 87 DEGREES 32 MINUTES 00 SECONDS EAST, 15.16 FEET; THENCE SOUTH 02 DEGREES 48 MINUTES 59 SECONDS WEST, 50.00 FEET; THENCE NORTH 87 DEGREES 32 MINUTES 00 SECONDS WEST, 14.86 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT, BEING TANGENT TO THE PREVIOUSLY DESCRIBED COURSE, HAVING A RADIUS OF 15.00 FEET, AND AN ARC LENGTH OF 23.56 FEET; THENCE SOUTH 02 DEGREES 28 MINUTES 00 SECONDS WEST, 120.77 FEET; THENCE NORTH 88 DEGREES 14 MINUTES 12 SECONDS WEST, 30.00 FEET; THENCE SOUTH 02 DEGREES 28 MINUTES 00 SECONDS WEST, 1.66 FEET; THENCE NORTH 87 DEGREES 58 MINUTES 12 SECONDS WEST, 30.00 FEET; THENCE NORTH 02 DEGREES 28 MINUTES 00 SECONDS EAST, 123.02 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT, BEING TANGENT TO THE PREVIOUSLY DESCRIBED COURSE, HAVING A RADIUS OF 15.00 FEET, AND AN ARC LENGTH OF 23.56 FEET; THENCE NORTH 87 DEGREES 32 MINUTES 00 SECONDS WEST, 15.00 FEET; THENCE NORTH 02 DEGREES 28 MINUTES 00 SECONDS EAST, 50.00 FEET; THENCE SOUTH 87 DEGREES 32 MINUTES 00 SECONDS EAST, 15.00 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT, BEING TANGENT TO THE PREVIOUSLY DESCRIBED COURSE, HAVING A RADIUS OF 15.00 FEET, AND AN ARC LENGTH OF 23.56 FEET; THENCE NORTH 02 DEGREES 28 MINUTES 00 SECONDS EAST, 229.57 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT, BEING TANGENT TO THE PREVIOUSLY DESCRIBED COURSE, HAVING A RADIUS OF 15.00 FEET, AND AN ARC LENGTH OF 23.56 FEET; THENCE NORTH 87 DEGREES 32 MINUTES 00 SECONDS WEST, 15.00 FEET; THENCE NORTH 02 DEGREES 28 MINUTES 00 SECONDS EAST, 50.00 FEET; THENCE SOUTH 87 DEGREES 32 MINUTES 00 SECONDS EAST, 15.00 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT, BEING TANGENT TO THE PREVIOUSLY DESCRIBED COURSE, HAVING A RADIUS OF 15.00 FEET, AND AN ARC LENGTH OF 23.56 FEET; THENCE NORTH 02 DEGREES 28 MINUTES 00 SECONDS EAST, 121.00 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT, BEING TANGENT TO THE PREVIOUSLY DESCRIBED COURSE, HAVING A RADIUS OF 420.00 FEET, AND AN ARC LENGTH OF 80.32 FEET; THENCE NORTH 08 DEGREES 29 MINUTES 26 SECONDS WEST, 80.65 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT, BEING TANGENT TO THE PREVIOUSLY DESCRIBED COURSE, HAVING A RADIUS OF 15.00 FEET, AND AN ARC LENGTH OF 23.91 FEET; THENCE SOUTH 80 DEGREES 09 MINUTES 44 SECONDS WEST, 14.05 FEET; THENCE NORTH 09 DEGREES 50 MINUTES 16 SECONDS WEST, 50.00 FEET; THENCE NORTH 80 DEGREES 09 MINUTES 44 SECONDS EAST, 15.93 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT, BEING TANGENT TO THE PREVIOUSLY DESCRIBED COURSE, HAVING A RADIUS OF 15.00 FEET, AND AN ARC LENGTH OF 23.21 FEET; THENCE NORTH 08 DEGREES 29 MINUTES 26 SECONDS WEST, 169.59 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE RIGHT, BEING TANGENT TO THE PREVIOUSLY DESCRIBED COURSE, HAVING A RADIUS OF 480.00 FEET, AND AN ARC LENGTH OF 65.44 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG A CURVE TO THE LEFT, HAVING AN INITIAL TANGENT BEARING OF NORTH 00 DEGREES 40 MINUTES 46 SECONDS WEST, A RADIUS OF 15.00 FEET, AND AN ARC LENGTH OF 22.88 FEET; THENCE NORTH 87 DEGREES 58 MINUTES 46 SECONDS WEST, 15.38 FEET; THENCE NORTH 01 DEGREES 56 MINUTES 38 SECONDS EAST, 50.00 FEET; THENCE SOUTH 88 DEGREES 03 MINUTES 22 SECONDS EAST, 15.36 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT, BEING TANGENT TO THE PREVIOUSLY DESCRIBED COURSE, HAVING A RADIUS OF 15.00 FEET, AND AN ARC LENGTH OF 23.43 FEET; THENCE NORTH 02 DEGREES 28 MINUTES 00 SECONDS EAST, 128.95 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT, BEING TANGENT TO THE PREVIOUSLY DESCRIBED COURSE, HAVING A RADIUS OF 15.00 FEET, AND AN ARC LENGTH OF 23.72 FEET TO A POINT ON THE SOUTH LINE OF SECTION 4, TOWNSHIP 46, RANGE 32, IN RAYMORE, CASS COUNTY, MISSOURI; THENCE ALONG SAID SOUTH LINE, NORTH 88 DEGREES 08 MINUTES 18 SECONDS WEST, 524.56 FEET TO THE POINT OF BEGINNING. CONTAINING 3.29 ACRES, MORE OR LESS.

REQUIRED IMPROVEMENTS:

1. In accordance with the policies and ordinances of the City, the public improvements described herein shall be constructed and installed on the terms and conditions hereinafter contained. Public improvements within the Subdivision will be installed in accordance with the City of Raymore Standard

Contract Documents and Technical Specifications & Design Criteria for Utility and Street Construction dated December 2017.

2. The public improvements are to be designed and installed at the Sub-divider's expense by the Sub-divider and are hereinafter referred to as "Improvements".

3. It shall be the obligation of the Sub-divider to furnish to the City plans and specifications for construction of the Improvements. Before any construction is commenced, the City Public Works Director shall approve plans and specifications for the Improvements. Once the City Public Works Director has approved the plans, any changes to the plans must be submitted to the City Public Works Director for approval.

4. The Sub-divider shall submit the appropriate grading/site/erosion control plan including appropriate sidewalk, meter elevations, and manhole elevations to the City Public Works Director for approval for development of the project. Before any construction is commenced within that phase, the City Public Works Director must approve plans for all required Improvements. It shall be the Sub-divider's responsibility to assure compliance with grading plans.

5. The Sub-divider shall provide a copy of all required State and Federal permits to the City Public Works Director prior to issuance of any City permits.

6. The Sub-divider shall provide and pay for all engineering and surveying necessary to design and construct the Improvements. The Sub-divider shall pay for all other engineering and surveying necessary to design and construct other improvements to the property.

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

INSTALLATION AND MAINTENANCE

1. Prior to the issuance of building permits within the Parkside 1st Plat, Lots 1 thru 28, the Sub-divider shall install all Improvements as shown on approved engineering plans of said subdivision and the City Council shall have accepted by Resolution all Improvements.

2. The Sub-divider shall be responsible for the maintenance of the Improvements for a period of two years after acceptance thereof by the City, in accordance with the City specifications and policies.

3. The Sub-divider agrees to provide the City of Raymore "as-built" plans for all Improvements as indicated on the aforementioned plans. Said plans

shall be considered a part of the Improvements, for the purpose of acceptance by the City.

4. Prior to acceptance of the Improvements a waiver of mechanic's lien shall be submitted to the City. The Sub-divider will indemnify and hold the City harmless from all claims growing out of the lawful demands of subcontractors, laborers, workers, mechanics, and furnishers of machinery and parts thereof, equipment, tools, and all suppliers, incurred in the furtherance of the performance of the work. The Sub-divider shall, at the City's request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged or waived.

FEES, BONDS & INSURANCE

1. The Sub-divider agrees to pay to the City a 1% Plan Review Fee and 5% Construction Inspection Fee based on the project engineer's estimate or contract development costs of all Improvements as shown on approved engineering plans of said subdivision. The fees associated with Park Side Phase 1 shall be calculated based upon the Improvements associated with the Park Side 1st Plat, Lots 1 thru 28 & Tracts A thru F. The City Public Works Director shall review and determine that the costs, as presented, are reasonable. A list of these fees is provided in Attachment A.

2. Fees and permits associated with any future improvements within the Park Side Park 1st Plat or the Sunset Lane 1st Plat contained within Phase 1, including the extension of 163rd Street or Sunset Lane shall be determined separately and pursuant to the provisions within the Park Side MOU.

3. The Sub-divider agrees to indemnify the City with a Certificate of Insurance as required in the Unified Development Code of the City of Raymore.

4. The Sub-divider agrees to furnish performance bonds as required in the Unified Development Code of the City of Raymore.

5. Prior to acceptance of Improvements within said subdivision, Sub-divider will provide a guarantee in the form of a Maintenance Bond that is satisfactory to the City Public Works Director. This guarantee shall be based on 50% of the cost of all Improvements shown on approved engineering plans and shall be for a period of two years after acceptance by the City.

6. The Sub-divider agrees to submit a street light plan for City approval and pay the cost of providing and installing the streetlights in accordance with the approved street light plan. The required street lights shall be installed and shall be operational prior to the acceptance of the Improvements for the subdivision.

7. The Sub-divider agrees to pay to the City a \$9 per acre fee for the placement and maintenance of outdoor warning sirens. The cost of these fees is provided in Attachment A.

8. The Sub-divider agrees to pay any **fees in lieu of parkland dedication** that are required in accordance with City Code, and as outlined within the Park Side MOU. The total fee due for **Park Side 1st Plat, Lots 1 thru 28** is **\$9,030.00 (Nine Thousand and Thirty Dollars)**. Fees shall be paid prior to the recording of the final plat of **Park Side 1st Plat, Lots 1 thru 28**, or by way of the provisions below.

- a. Pursuant to the provision of the Memorandum of Understanding, the Sub Divider may, with City approval, satisfy the fee-in-lieu requirement through the design and construction of improvements within the Parkland Dedication area to serve the future park development.

Work completed under this subsection shall be reviewed and approved by the City, the value of which shall be equal to or greater than the fee-in-lieu requirement. Any amount(s) determined to be less than the amount above shall be covered at the expense of the Sub Divider in the form of a fee-in-lieu payment at the time of recording of each final plat that contains lots platted for residential homes.

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

10. The Sub-divider, in the interest of the general health, welfare and safety of the Citizens of Raymore, agrees to have installed, at their cost, any traffic control devices determined to be necessary by City Staff (410.340). The technical specifications and design criteria are set forth in Public Works Department Policies 120 thru 122 and 129, Street Signage and Traffic Control Devices. The improvement must be installed prior to the City releasing any building permits.

ADDITIONAL REQUIREMENTS

1. The Sub-divider, and/or their contractor(s) agrees to comply with the regulations and policies of the utility companies having facilities within the City limits.

2. The Sub-Divider agrees to record the Park Side Park 1st Plat and the Sunset Lane 1st Plat with the Cass County Recorder of Deeds prior to the issuance of any building permits within the Park Side 1st Plat, Lots 1 thru 28.

3. The Sub-divider agrees to dedicate the land area contained within the Park Side Park 1st Plat to the City prior to the issuance of any building permits within the Park Side 1st Plat, Lots 1 thru 28. Such dedication shall satisfy the Parkland Dedication requirements of the Memorandum of Understanding, exclusive of the Parkland Fee-in-Lieu requirements.
4. The Sub-divider shall be responsible for obtaining site plan approval of the proposed community pool located on Tract B within the subdivision prior to the issuance of a building permit for such improvements. Pursuant to the MOU for the Park Side subdivision, the pool shall be constructed prior to the acceptance of the public improvements for Phase 3 of development, and is not required as part of this phase.
5. Sidewalk five (5) feet in width shall be installed upon Tract B at the time a building permit is issued for the proposed Pool and Clubhouse, and shall be installed prior to the issuance of a Certificate of Occupancy for said Pool and Clubhouse, pursuant to the MOU for the Park Side subdivision.
6. Sidewalk five (5) feet in width shall be installed by the Sub-divider within Tract A, along the east side of Reed Drive as part of the public improvements for this phase of development.
7. Sidewalk five (5) feet in width shall be installed by the Sub-divider upon Tract F, connecting to the common area walking trail, at the time a home is constructed upon Lot 5 or Lot 6, whichever occurs first. Such sidewalk shall be installed prior to the issuance of a Certificate of Occupancy for the applicable home.
8. Sidewalk five (5) feet in width shall be installed by the Sub-divider upon Tract E, connecting to the common area walking trail, at the time a home is constructed upon Lot 25 or Lot 26, whichever occurs first. Such sidewalk shall be installed prior to the issuance of a Certificate of Occupancy for the applicable home.
9. The common area walking trail located within Tract A, as depicted on the Preliminary Plat, shall be installed by the Sub-divider prior to the issuance of any Certificates of Occupancy for any homes within this phase of development. Maintenance of such trail shall be the responsibility of the Sub-divider, and/or the Homeowner's Association for the subdivision.
10. The landscape buffer along 163rd Street shall be installed by the Sub-divider within Tract C and Tract D prior to the issuance of any Certificates of Occupancy for any homes within this phase of development.

GENERAL PROVISIONS

1. The parties agree that execution of this agreement in no way constitutes a waiver of any requirements of applicable City ordinances with which the Sub-divider must comply and does not in any way constitute prior approval of any future proposal for development.
2. The covenants herein shall run with the land described in this agreement and shall be binding and ensure to the benefit of the parties hereto and their successors or assigns and on any future and subsequent purchasers.
3. This agreement shall constitute the entire agreement between the parties and any modification hereof shall be in writing, subject to the approval of the parties.
4. If, at any time, any part hereof has been breached by Sub-divider, the City may withhold approval of any or all building permits applied for in the subdivision, until breach or breaches has or have been cured.
5. This agreement shall be recorded by the Sub-divider and its covenants shall run with the land and shall bind the parties, their assigns and successors in interest and title.
6. Any provision of this agreement which is not enforceable according to law will be severed herefrom and the remaining provisions shall be enforced to the fullest extent permitted by law.
7. The undersigned represent that they each have the authority and capacity from the respective parties to execute this Agreement. This Agreement shall not be effective until approved by ordinance duly enacted by the City Council of the City of Raymore, Missouri.
8. The Sub-divider hereby warrants and represents to the City as inducement to the City's entering into this Agreement, that the Sub-divider's interest in the Subdivision is as a fee owner.
9. The Sub-divider and City acknowledge the Memorandum of Understanding for Park Side Subdivision, amended and executed by both parties and approved by City Council on March 13, 2023 remains in effect.
10. Whenever in this agreement it shall be required or permitted that Notice or demand be given or served by either party to this agreement to or on the other party, such notice or demand shall be delivered personally or mailed by certified United States mail (return receipt requested) to the addresses hereinafter set forth. Such notice or demand shall be deemed timely given when delivered personally or when deposited in the mail in accordance with the above.

If to the City, at:

City Manager
100 Municipal Circle
Raymore, MO 64083

If to the Sub-divider, at:

Dan Carr
4706 Broadway Suite 240.
Kansas City, MO 64112-1910

11. The Sub-divider acknowledges the plats associated with Park Side Phase 1, including the Park Side 1st Plat, Lots 1 thru 28, Park Side Park 1st Plat, and the Sunset Lane 1st Plat will expire within one year of the date the Raymore City Council approves an ordinance approving such plats; and that failure for any reason to record the plat does not obligate the City to re-approve the plat no matter what improvements may have been completed in furtherance of the current plat known as **PARKSIDE PHASE 1**.

DRAFT

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

(SEAL)

THE CITY OF RAYMORE, MISSOURI

Jim Feuerborn, City Manager

Attest:

Erica Hill, City Clerk

Sub-divider – Signature

Printed Name

Sub-divider – Signature

Printed Name

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

Stamp:

Notary Public: _____

My Commission Expires: _____

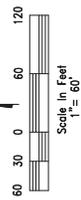
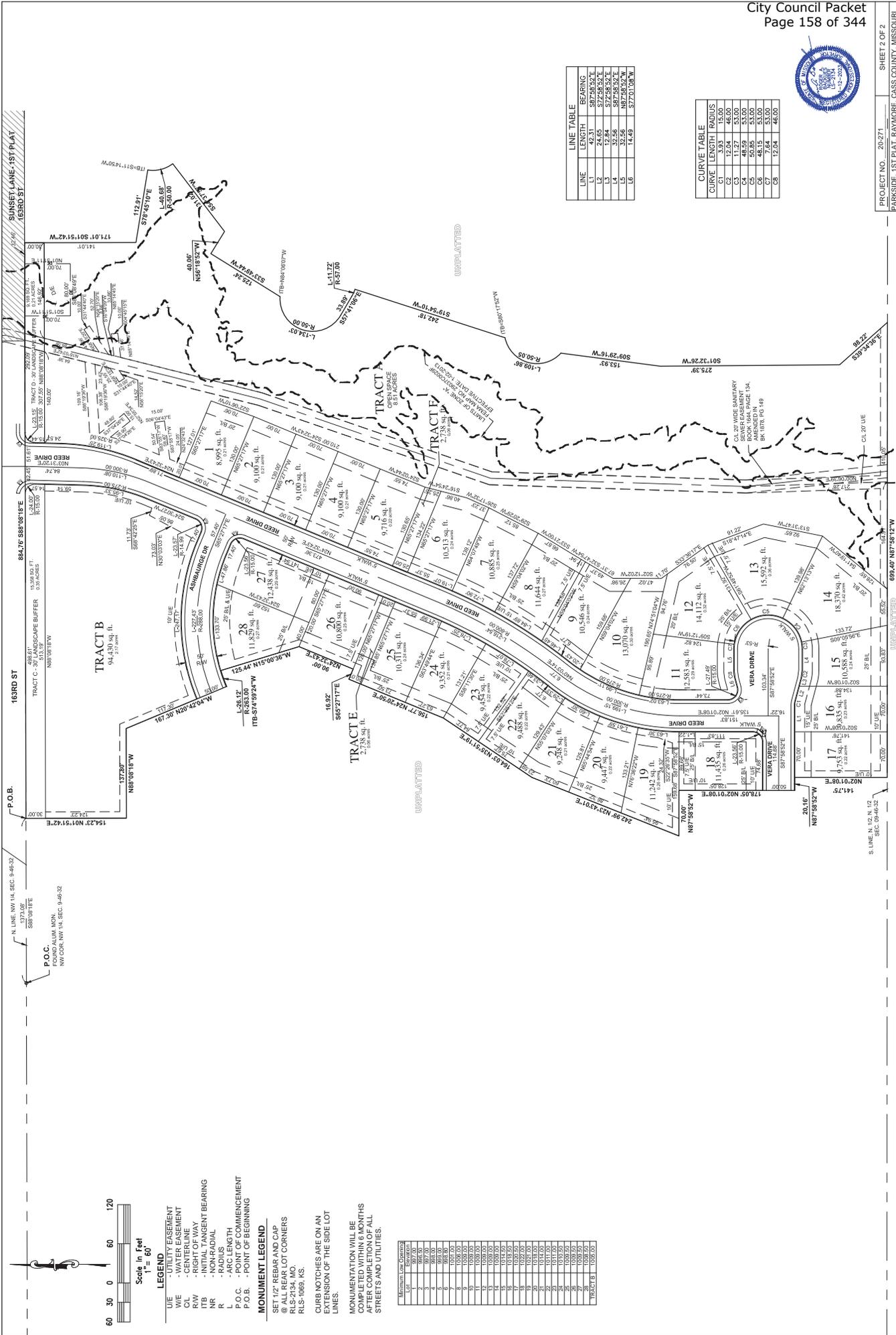
Attachment A

DRAFT



LINE	LENGTH	BEARING
L1	24.23	S87°58'52"E
L2	24.23	S87°58'52"E
L3	12.84	S72°58'52"E
L4	32.56	S87°58'52"E
L5	14.48	S87°58'52"E
L6	37.70	S87°58'52"E

CURVE	LENGTH	RADIUS
C1	3.93	15.00
C2	11.27	45.00
C3	11.27	45.00
C4	48.59	53.00
C5	50.85	53.00
C6	7.64	53.00
C8	12.04	46.00



- Scale in Feet
1" = 60'
- LEGEND**
- W/E - UTILITY EASEMENT
 - W - WATER EASEMENT
 - CL - CENTERLINE
 - CL W - CENTERLINE WITH WIDTH
 - ITB - INITIAL TANGENT BEARING
 - NR - NON-RADIAL
 - R - RADIUS
 - ARC LENGTH
 - ARC BEG. - POINT OF BEGINNING
 - P.O.C. - POINT OF CURVATURE
 - P.O.B. - POINT OF BEGINNING

MONUMENT LEGEND

SET 1/2" REBAR AND CAP @ ALL REAR LOT CORNERS
RCS-2134, INC.
RCS-1688, INC.

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

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

Minimum Lot Opening	Minimum Lot Area
1	397.00
2	397.00
3	397.00
4	397.00
5	397.00
6	397.00
7	397.00
8	397.00
9	397.00
10	397.00
11	397.00
12	397.00
13	397.00
14	397.00
15	397.00
16	397.00
17	397.00
18	397.00
19	397.00
20	397.00
21	397.00
22	397.00
23	397.00
24	397.00
25	397.00
26	397.00
27	397.00
28	397.00
TRACT B1	1,056.00



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: February 27, 2023

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 checked="" type="checkbox"/> Agreement	<input type="checkbox"/> Discussion	<input type="checkbox"/> Other	

TITLE / ISSUE / REQUEST

Bill 3785: Park Side Park 1st Final Plat

STRATEGIC PLAN GOAL/STRATEGY

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

FINANCIAL IMPACT

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

PROJECT TIMELINE

Estimated Start Date	Estimated End Date

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission: Planning and Zoning Commission
Date: February 21, 2023
Action/Vote: Approval, 6-0

LIST OF REFERENCE DOCUMENTS ATTACHED

Staff Report
Final Plat Drawing

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

Dan Carr, representing Triangle 2, LLC and Triangle 4, LLC has requested approval of the Park Side Park 1st Plat. The MOU approved with the Park Side Preliminary Plat requires the developer of the subdivision to plat and dedicate approximately 13 acres of park land located in the northeast portion of the subdivision concurrently with the first plat containing residential lots, which has been submitted as the Park Side 1st Plat, Lots 1-28.

The Park Side Park 1st Plat satisfies the parkland dedication requirements for the subdivision, and will be the future location of a public dog park, a project included in the FY23 Capital Improvement Plan.

BILL 3785

ORDINANCE

“AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, APPROVING THE PARK SIDE PARK 1ST PLAT, A TRACT OF LAND LOCATED PARTLY IN THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 46N, RANGE 32W, AND PARTLY IN THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 46N, RANGE 32W, ALL IN RAYMORE, CASS COUNTY, MISSOURI.”

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

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

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

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

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

Section 2. That the subdivision known as Park Side Park 1st Plat is hereby approved for the tract of land described below:

A PART OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 46, RANGE 32 AND A PART OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 46, RANGE 32, ALL IN RAYMORE, CASS COUNTY, MISSOURI, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SECTION 9, TOWNSHIP 46, RANGE 32, IN RAYMORE, CASS COUNTY, MISSOURI; THENCE ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 9, SOUTH 02 DEGREES 22 MINUTES 28 SECONDS WEST, 40.00 FEET; THENCE NORTH 88 DEGREES 05 MINUTES 13 SECONDS WEST , 1204.19 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE RIGHT, BEING TANGENT TO THE PREVIOUSLY DESCRIBED COURSE, HAVING A RADIUS OF 1040.00 FEET, AND AN ARC LENGTH OF 53.48 FEET; THENCE NORTH 02 DEGREES 29 MINUTES 14 SECONDS EAST, 838.92 FEET; THENCE SOUTH 88 DEGREES 02 MINUTES 15 SECONDS EAST, 336.73 FEET; THENCE SOUTH 02 DEGREES 29 MINUTES 42 SECONDS WEST, 520.99 FEET; THENCE SOUTH 88 DEGREES 05 MINUTES 13 SECONDS EAST, 920.96 FEET TO A POINT ON THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 46, RANGE 32; THENCE ALONG SAID EAST LINE, SOUTH 02 DEGREES 29 MINUTES 43 SECONDS WEST, 279.01 FEET TO THE POINT OF BEGINNING. CONTAINING 13.24 ACRES, MORE OR LESS.

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

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

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

DULY READ THE FIRST TIME THIS 27TH DAY OF FEBRUARY, 2023.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 13TH DAY OF MARCH, 2023 BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Barber
Councilmember Berendzen
Councilmember Burke III
Councilmember Forster
Councilmember Holman
Councilmember Townsend
Councilmember Wills

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date



To: City Council
From: Planning and Zoning Commission
Date: February 27, 2023
Re: Case #23003 - Park Side Park 1st Plat - Final Plat Lots 1

GENERAL INFORMATION

**Applicant/
Property Owner:** Dan Carr
Triangle 2
4706 Broadway St. Ste 240
Kansas City, MO 64112

Requested Action: Final Plat Approval, Park Side Park 1st Plat

Property Location: Generally at the future extension of 163rd Street and N. Madison St.



Site Photographs:



View looking west from the intersection of Gore Rd and N. Madison St.

- Existing Zoning:** "R-1P" Single-Family Residential Planned District
- Existing Surrounding Zoning:**
- North:** "PUD" Planned Unit Development District
"A" Agricultural District
 - South:** "R-1P" Single-Family Residential Planned District
 - East:** "RE" Rural Estate District
 - West:** "PUD" Planned Unit Development District
- Existing Surrounding Uses:**
- North:** Creekmoor Subdivision & large acreage lots
 - South:** Undeveloped land (Park Side Subdivision)
 - East:** large acreage lots
 - West:** Creekmoor Subdivision

Total Tract Size: 13.24 Acres

Total Number of Lots: 1 Lot

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 the extension of 163rd Street as a major collector road. North Madison Street is classified as a major collector

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 Park Side Park 1st Plat– Lot 1.

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 PUD Planned Unit Development zoning designation for Creekmoor Subdivision was established by the City on January 26, 2004.
2. The R-1 Single-Family Residential zoning designation for Madison Creek Subdivision was established by the City on November 21, 1999. The first 3 phases of the subdivision have been constructed. The preliminary plat for the remaining undeveloped land has expired.
3. The PR Parks, Recreation and Public Use zoning designation for Hawk Ridge Park was established by the City on September 28, 2009.
4. The RE Rural Estate zoning designation for properties on the east side of North Madison Street was established by the City on October 28, 2009.
5. The Raymore Parks and Recreation Board, on June 23, 2020, accepted the proposed land dedication of the 10.62 acre park on the north side of 163rd Street, adjacent to North Madison Street, along with a fee-in-lieu requirement that will be paid as final plats are submitted.
6. The R-1P zoning designation was approved for the subject property on October 12, 2020.

- On December 14, 2020 the City Council voted to approve the Preliminary Plat for the Park Side subdivision.

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

- The current bulk and dimensional standards for the "R-1P" Single-Family Residential District is provided below.

	R-1P
Minimum Lot Area	6,000
per lot	-
per dwelling unit	2,000 sq.ft.
Minimum Lot Width (feet)	50
Minimum Lot Depth (feet)	100
Yards, Minimum (feet)	
front	25
rear	25
side	7
side, abutting residential district	15
Maximum Building Height (feet)	35
Maximum Building Coverage (%)	45

- The subject property is the future site for a dog park. The dog park would need to reclassify the property's current zoning designation from "R-1P" Single-Family Residential Planned District to "PR" Parks, Recreation and Public Use District. A site plan would also be required for the future dog park that would be reviewed by the Planning and Zoning Commission. The rezoning of the subject property as well as the site plan can run concurrent.
- The applicant has agreed to dedicate the subject land area contained within the Park Side Park 1st Plat to the City prior to the issuance of any building permits within the Park Side 1st Plat, Lots 1 thru 28. Such dedication shall satisfy the Parkland Dedication requirements of the Memorandum of Understanding, exclusive of the Parkland Fee-in-Lieu requirements.

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 final plat is substantially the same as the Preliminary Development Plan and Memorandum of Understanding. 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 final plat does comply with all conditions, restrictions and requirements of the Unified Development Code and all other applicable ordinances and design standards for the City.

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

The proposed plat complies with the conditions of the Memorandum of Understanding that was attached to the approval of the preliminary plat.

REVIEW OF INFORMATION AND SCHEDULE

<u>Action</u>	<u>Planning Commission</u>	<u>City Council 1st</u>	<u>City Council 2nd</u>
Review	February 21, 2023	February 27, 2023	March 13, 2023

STAFF RECOMMENDATION

Staff recommends that the Planning and Zoning Commission accept the staff proposed findings of fact and forward Case #23003 Park Side Park 1st Plat - Final Plat; Lot 1 to the City Council with a recommendation for approval.

PLANNING COMMISSION RECOMMENDATION 2/21/2023

The Planning and Zoning Commission, at its February 21, 2023 meeting, voted 6-0 to accept the staff proposed findings of fact and forward Case #23003 Park Side Park 1st Plat - Final Plat; Lot 1 to the City Council with a recommendation for approval.



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: February 27, 2023

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 checked="" type="checkbox"/> Agreement	<input type="checkbox"/> Discussion	<input type="checkbox"/> Other	

TITLE / ISSUE / REQUEST

Bill 3786: Sunset Lane 1st Plat

STRATEGIC PLAN GOAL/STRATEGY

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

FINANCIAL IMPACT

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

PROJECT TIMELINE

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

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission: Planning and Zoning Commission
Date: February 21, 2023
Action/Vote: Approval, 6-0

LIST OF REFERENCE DOCUMENTS ATTACHED

Staff Report
Final Plat Drawing

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

Dan Carr, representing Triangle 2, LLC and Triangle 4, LLC has requested approval of the Sunset Lane 1st Plat, which provides the required right-of-way for the construction of the 163rd Street and Sunset Lane extensions through the subdivision.

The extension of this segment of 163rd Street and Sunset Lane were funded by the 2020 General Obligation Bonds approved by the voters of Raymore, and is being constructed as part of the development of the Park Side subdivision.

BILL 3786

ORDINANCE

“AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, APPROVING THE SUNSET LANE 1ST PLAT, A TRACT OF LAND LOCATED PARTLY IN SECTION 4 TOWNSHIP 46N, RANGE 32W, AND PARTLY IN SECTION 9 TOWNSHIP 46N, RANGE 32W, ALL IN RAYMORE, CASS COUNTY, MISSOURI”

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

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

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

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

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

Section 2. That the subdivision known as Sunset Lane 1st Plat is hereby approved for the tract of land described below:

A PART OF THE SOUTH HALF OF SECTION 4, TOWNSHIP 46, RANGE 32, IN RAYMORE, CASS COUNTY, MISSOURI, AND ALSO A PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 46, RANGE 32, IN RAYMORE, CASS COUNTY, MISSOURI, AND ALSO A PART OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 46, RANGE 32, IN RAYMORE, CASS COUNTY, MISSOURI, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF WESTBROOK AT CREEKMOOR, 14TH PLAT, A SUBDIVISION IN RAYMORE, CASS COUNTY, MISSOURI, SAID POINT ALSO BEING ON THE SOUTH LINE OF SECTION 4, TOWNSHIP 46, RANGE 32; THENCE NORTH 01 DEGREES 51 MINUTES 36 SECONDS EAST, 80.00 FEET; THENCE SOUTH 88 DEGREES 08 MINUTES 18 SECONDS EAST, 648.98 FEET; THENCE SOUTH 01 DEGREES 55 MINUTES 45 SECONDS WEST, 80.00 FEET; THENCE NORTH 88 DEGREES 08 MINUTES 47 SECONDS WEST, 34.32 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT, BEING TANGENT TO THE PREVIOUSLY DESCRIBED COURSE, HAVING A RADIUS OF 15.00 FEET, AND AN ARC LENGTH OF 23.40 FEET; THENCE SOUTH 02 DEGREES 28 MINUTES 00 SECONDS WEST, 129.78 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT, BEING TANGENT TO THE PREVIOUSLY DESCRIBED COURSE, HAVING A RADIUS OF 15.00 FEET, AND AN ARC LENGTH OF 23.47 FEET; THENCE SOUTH 87 DEGREES 11 MINUTES 01 SECONDS EAST, 15.24 FEET; THENCE SOUTH 02 DEGREES 49 MINUTES 01 SECONDS WEST, 50.00 FEET; THENCE NORTH 87 DEGREES 11 MINUTES 01 SECONDS WEST, 14.69 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT, BEING TANGENT TO THE PREVIOUSLY

DESCRIBED COURSE, HAVING A RADIUS OF 15.00 FEET, AND AN ARC LENGTH OF 23.82 FEET TO A POINT OF COMPOUND CURVATURE; THENCE ALONG A CURVE TO THE LEFT, HAVING AN INITIAL TANGENT BEARING OF SOUTH 01 DEGREES 21 MINUTES 41 SECONDS EAST, A RADIUS OF 420.00 FEET, AND AN ARC LENGTH OF 52.26 FEET; THENCE SOUTH 08 DEGREES 29 MINUTES 26 SECONDS EAST, 330.27 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE RIGHT, BEING TANGENT TO THE PREVIOUSLY DESCRIBED COURSE, HAVING A RADIUS OF 480.00 FEET, AND AN ARC LENGTH OF 91.80 FEET; THENCE SOUTH 02 DEGREES 28 MINUTES 00 SECONDS WEST, 121.00 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT, BEING TANGENT TO THE PREVIOUSLY DESCRIBED COURSE, HAVING A RADIUS OF 15.00 FEET, AND AN ARC LENGTH OF 23.56 FEET; THENCE SOUTH 87 DEGREES 32 MINUTES 00 SECONDS EAST, 15.00 FEET; THENCE SOUTH 02 DEGREES 28 MINUTES 00 SECONDS WEST, 50.00 FEET; THENCE NORTH 87 DEGREES 32 MINUTES 00 SECONDS WEST, 15.00 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT, BEING TANGENT TO THE PREVIOUSLY DESCRIBED COURSE, HAVING A RADIUS OF 15.00 FEET, AND AN ARC LENGTH OF 23.56 FEET; THENCE SOUTH 02 DEGREES 28 MINUTES 00 SECONDS WEST, 229.57 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT, BEING TANGENT TO THE PREVIOUSLY DESCRIBED COURSE, HAVING A RADIUS OF 15.00 FEET, AND AN ARC LENGTH OF 23.56 FEET; THENCE SOUTH 87 DEGREES 32 MINUTES 00 SECONDS EAST, 15.16 FEET; THENCE SOUTH 02 DEGREES 48 MINUTES 59 SECONDS WEST, 50.00 FEET; THENCE NORTH 87 DEGREES 32 MINUTES 00 SECONDS WEST, 14.86 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT, BEING TANGENT TO THE PREVIOUSLY DESCRIBED COURSE, HAVING A RADIUS OF 15.00 FEET, AND AN ARC LENGTH OF 23.56 FEET; THENCE SOUTH 02 DEGREES 28 MINUTES 00 SECONDS WEST, 120.77 FEET; THENCE NORTH 88 DEGREES 14 MINUTES 12 SECONDS WEST, 30.00 FEET; THENCE SOUTH 02 DEGREES 28 MINUTES 00 SECONDS WEST, 1.66 FEET; THENCE NORTH 87 DEGREES 58 MINUTES 12 SECONDS WEST, 30.00 FEET; THENCE NORTH 02 DEGREES 28 MINUTES 00 SECONDS EAST, 123.02 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT, BEING TANGENT TO THE PREVIOUSLY DESCRIBED COURSE, HAVING A RADIUS OF 15.00 FEET, AND AN ARC LENGTH OF 23.56 FEET; THENCE NORTH 87 DEGREES 32 MINUTES 00 SECONDS WEST, 15.00 FEET; THENCE NORTH 02 DEGREES 28 MINUTES 00 SECONDS EAST, 50.00 FEET; THENCE SOUTH 87 DEGREES 32 MINUTES 00 SECONDS EAST, 15.00 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT, BEING TANGENT TO THE PREVIOUSLY DESCRIBED COURSE, HAVING A RADIUS OF 15.00 FEET, AND AN ARC LENGTH OF 23.56 FEET; THENCE NORTH 02 DEGREES 28 MINUTES 00 SECONDS EAST, 229.57 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT, BEING TANGENT TO THE PREVIOUSLY DESCRIBED COURSE, HAVING A RADIUS OF 15.00 FEET, AND AN ARC LENGTH OF 23.56 FEET; THENCE NORTH 87 DEGREES 32 MINUTES 00 SECONDS WEST, 15.00 FEET; THENCE NORTH 02 DEGREES 28 MINUTES 00 SECONDS EAST, 50.00 FEET; THENCE SOUTH 87 DEGREES 32 MINUTES 00 SECONDS EAST, 15.00 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT, BEING TANGENT TO THE PREVIOUSLY DESCRIBED COURSE, HAVING A RADIUS OF 15.00 FEET, AND AN ARC LENGTH OF 23.56 FEET; THENCE NORTH 02 DEGREES 28 MINUTES 00 SECONDS EAST, 121.00 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT, BEING TANGENT TO THE PREVIOUSLY DESCRIBED COURSE, HAVING A RADIUS OF 420.00 FEET, AND AN ARC LENGTH OF 80.32 FEET; THENCE NORTH 08 DEGREES 29 MINUTES 26 SECONDS WEST, 80.65 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT, BEING TANGENT TO THE PREVIOUSLY DESCRIBED COURSE, HAVING A RADIUS OF 15.00 FEET, AND AN ARC LENGTH OF 23.91 FEET; THENCE SOUTH 80 DEGREES 09 MINUTES 44 SECONDS WEST, 14.05 FEET; THENCE NORTH 09 DEGREES 50 MINUTES 16 SECONDS WEST, 50.00 FEET; THENCE NORTH 80 DEGREES 09 MINUTES 44 SECONDS EAST, 15.93 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT, BEING TANGENT TO THE PREVIOUSLY DESCRIBED COURSE, HAVING A RADIUS OF 15.00 FEET, AND AN ARC LENGTH OF 23.21 FEET; THENCE NORTH 08 DEGREES 29 MINUTES 26 SECONDS WEST, 169.59 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE RIGHT, BEING TANGENT TO THE PREVIOUSLY DESCRIBED COURSE, HAVING A RADIUS OF 480.00 FEET, AND AN ARC LENGTH OF 65.44 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG A CURVE TO THE LEFT, HAVING AN INITIAL TANGENT BEARING OF NORTH 00 DEGREES 40 MINUTES 46 SECONDS WEST, A RADIUS OF 15.00 FEET, AND AN ARC LENGTH OF 22.88 FEET; THENCE NORTH 87 DEGREES 58 MINUTES 46 SECONDS WEST, 15.38 FEET; THENCE NORTH 01 DEGREES 56 MINUTES 38 SECONDS EAST, 50.00 FEET; THENCE SOUTH 88 DEGREES 03 MINUTES 22 SECONDS EAST, 15.36 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT, BEING TANGENT TO THE PREVIOUSLY DESCRIBED COURSE, HAVING A RADIUS OF 15.00 FEET, AND AN ARC LENGTH OF 23.43 FEET; THENCE NORTH 02 DEGREES 28 MINUTES 00 SECONDS EAST, 128.95 FEET TO A POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT, BEING TANGENT TO THE PREVIOUSLY

DESCRIBED COURSE, HAVING A RADIUS OF 15.00 FEET, AND AN ARC LENGTH OF 23.72 FEET TO A POINT ON THE SOUTH LINE OF SECTION 4, TOWNSHIP 46, RANGE 32, IN RAYMORE, CASS COUNTY, MISSOURI; THENCE ALONG SAID SOUTH LINE, NORTH 88 DEGREES 08 MINUTES 18 SECONDS WEST, 524.56 FEET TO THE POINT OF BEGINNING. CONTAINING 3.29 ACRES, MORE OR LESS.

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

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

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

DULY READ THE FIRST TIME THIS 27TH DAY OF FEBRUARY, 2023.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 13TH DAY OF MARCH, 2023 BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Barber
Councilmember Berendzen
Councilmember Burke III
Councilmember Forster
Councilmember Holman
Councilmember Townsend
Councilmember Wills

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date



To: City Council
From: Planning and Zoning Commission
Date: February 27, 2023
Re: Case #21045 - Sunset Lane 1st Plat - Final Plat

GENERAL INFORMATION

Applicant/
Property Owner: Dan Carr
Triangle 2
4706 Broadway St. Ste 240
Kansas City, MO 64112

Requested Action: Final Plat Approval, Sunset Lane 1st Plat

Property Location: Generally south of the future extension of 163rd Street



Site Photographs:



View looking north from southern terminus of Sunset Lane (Compass Health on right side)

Existing Zoning: "R-1P" Single-Family Residential Planned District

Existing Surrounding Zoning: **North:** "PUD" Planned Unit Development District

South: "R-1" Single-Family Residential District
"PR" Parks, Recreation and Public Use

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

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

Existing Surrounding Uses: **North:** Creekmoor Subdivision

South: Undeveloped land (Madison Creek)
Hawk Ridge Park

East: Undeveloped (Park Side Subdivision)

West: Undeveloped (Park Side Subdivision)

Total Tract Size: 3.29 Acres

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 the extension of 163rd Street as a major collector road. Sunset Lane is classified as a minor collector

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 Sunset Lane 1st Plat.

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

PREVIOUS ACTIONS ON OR NEAR THE PROPERTY

1. The PUD Planned Unit Development zoning designation for Creekmoor Subdivision to the north was established by the City on January 26, 2004.
2. The R-1 Single-Family Residential zoning designation for Madison Creek Subdivision to the east was established by the City on November 21, 1999. The first 3 phases of the subdivision have been constructed. The preliminary plat for the remaining undeveloped land has expired.
3. The PR Parks, Recreation and Public Use zoning designation for Hawk Ridge Park was established by the City on September 28, 2009.
4. The RE Rural Estate zoning designation for properties on the east side of North Madison Street was established by the City on October 28, 2009.
5. The Raymore Parks and Recreation Board, on June 23, 2020, accepted the proposed land dedication of the 10.62 acre park on the north side of 163rd Street, adjacent to North Madison Street, along with a fee-in-lieu requirement that will be paid as final plats are submitted.
6. The R-1P zoning designation was approved for the subject property on October 12, 2020.

7. On December 14, 2020 the City Council voted to approve the Preliminary Plat for the Park Side subdivision.

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. On August 4, 2020 the Citizens of Raymore voted to approve General Obligation bonds (GO Bonds) that earmarked the extension of Sunset Lane from 58 Hwy north to 163rd St. This final plat would be the 1st phase of this general obligation bond.
2. The applicant has agreed to complete the construction of the portion of Sunset Lane that is on the applicants property and the City of Raymore will reimburse the applicant.

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 final plat is substantially the same as the Preliminary Development Plan and Memorandum of Understanding for the Park Side subdivision. 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 final plat does comply with all conditions, restrictions and requirements of the Unified Development Code and all other applicable ordinances and design standards for the City.

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

The proposed plat complies with the conditions of the Memorandum of Understanding that was attached to the approval of the preliminary plat.

REVIEW OF INFORMATION AND SCHEDULE

<u>Action</u> Review	<u>Planning Commission</u> February 21, 2023	<u>City Council 1st</u> February 27, 2023	<u>City Council 2nd</u> March 13, 2023
-------------------------	-------------------------------------------------	---------------------------------------------------------	------------------------------------------------------

STAFF RECOMMENDATION

Staff recommends that the Planning and Zoning Commission accept the staff proposed findings of fact and forward Case #21045 Sunset Lane 1st Plat - Final Plat; to the City Council with a recommendation for approval.

PLANNING COMMISSION RECOMMENDATION 2/21/2023

The Planning and Zoning Commission, at its February 21, 2023 meeting, voted 6-0 to accept the staff proposed findings of fact and forward Case #21045 Sunset Lane 1st Plat - Final Plat; to the City Council with a recommendation for approval, subject to the revision of the title-block contained within the plat document.



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: February 27, 2023

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 checked="" type="checkbox"/> Agreement | <input type="checkbox"/> Discussion | <input type="checkbox"/> Other | |

TITLE / ISSUE / REQUEST

Bill 3787: 1st Amendment to Park Side Memorandum of Understanding

STRATEGIC PLAN GOAL/STRATEGY

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

FINANCIAL IMPACT

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

PROJECT TIMELINE

Estimated Start Date

Estimated End Date

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

Memorandum of Understanding

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

The Preliminary Plat and Memorandum of Understanding for the Park Side Subdivision were originally approved by the City Council on October 11, 2021. The agreement outlines requirements for phasing of the subdivision, construction of public roadways, and the dedication of parkland area or payment of parkland fees, among other zoning and development requirements.

The MOU requires the Developer to plat and dedicate the 13+/- acre tract of land identified on the Preliminary Plat as parkland concurrently with the first final plat application for residential lots.

The phasing plan contained within the Preliminary Plat identifies the construction of 163rd Street occurring within Phase 12, or in 2033. Upon the dedication of the parkland area adjacent to 163rd Street, the City assumes certain responsibilities for the construction of a portion of 163rd Street, pursuant to Section 445.020G of the Unified Development Code.

To expedite the construction of 163rd Street to provide immediate access to the parkland area to support the development of a dog park, a project contained within the FY23 Capital Improvement Plan, the City desires to amend the MOU for the Park Side Subdivision to provide for the sharing of costs between the City and Developer, pursuant to a reimbursement agreement for this segment of 163rd Street.

BILL 3787

ORDINANCE

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, DIRECTING THE CITY MANAGER TO EXECUTE THE 1ST AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING FOR THE PARK SIDE SUBDIVISION."

WHEREAS, On October 11, 2021, the City Council approved the Preliminary Plat for the Park Side Subdivision, a 160-acre master-planned single family residential development generally located south of 163rd Street between N. Fox Ridge and North Madison Street; and,

WHEREAS, the Preliminary Plat and Memorandum of Understanding (MOU) for the Park Side Subdivision, executed by and between the City of Raymore, Missouri (the "City") and Triangle 2, LLC and Triangle 4, LLC (the "Developer") were recorded with the Cass County Recorder of Deeds on October 12, 2021, in book 4764 page 97; and,

WHEREAS, the MOU for the Park Side Subdivision outlines requirements for the phasing of project improvements, including the dedication of parkland areas and the construction or extension of public roadways; and,

WHEREAS, the City and the Developer desire to expedite the phasing of the design and construction of certain public improvements within the subdivision, and desire to amend the terms and conditions of the MOU to allow for the sharing of project costs for certain public improvements, pursuant to 445.020G of the Unified Development Code, in the form of a reimbursement agreement.

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

Section 1. In order to facilitate the development of the Park Side Subdivision, the City Manager is hereby directed and authorized to execute the 1st Amendment to the Park Side Memorandum of Understanding, attached hereto as Exhibit A, with Triangle 2, LLC and Triangle 4, LLC.

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

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

DULY READ THE FIRST TIME THIS 27TH DAY OF FEBRUARY, 2023.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 13TH DAY OF MARCH, 2023 BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Barber
Councilmember Berendzen
Councilmember Burke III
Councilmember Forster
Councilmember Holman
Councilmember Townsend
Councilmember Wills

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date

Exhibit A



***1st Amendment to the
Memorandum of Understanding
for
Park Side Subdivision***

Legal Description Contained on Pages 2-3

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

and

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

March 13, 2023

MEMORANDUM OF UNDERSTANDING
Park Side Subdivision

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) FOR THE DEVELOPMENT OF THE PARK SIDE SUBDIVISION is made and entered into this **13th** day of **March 2023**, by and between Triangle 2, LLC and Triangle 4, LLC (“Sub-Divider”) also being referred to herein as “Grantors”; and the City of Raymore, Missouri, a Municipal Corporation and Charter City under the laws of the State of Missouri (“City”).

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

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

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

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

GEOGRAPHIC LOCATION:

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

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

Beginning at the Northeast corner of the North Half of said Northeast Quarter; thence South 02°22'28" West along the East line of said North Half, a distance of 949.00 feet to a point 381.53 feet north of the Southeast corner thereof; thence North 88°00'05" West and parallel with the South line of said North Half, a distance of 1144.58 feet; thence South 02°22'28" West and parallel with the East line of North Half, a distance of 381.53 feet to a point on the South line of said North Half; thence North 88°00'05" West along said South line, a distance of 317.99 feet; thence westerly along the North line of a tract of land described in Deed Book 2200, Page 29 of the records of said Cass County, for the following eight courses; thence North 87°39'04" West a distance of 185.30 feet; thence North 62°25'53" West, a distance of 25.69 feet; thence South 79°08'01" West, a distance of 51.75 feet; thence North 87°52'55" West, a distance of 35.11 feet; thence North 87°33'49"

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

PRELIMINARY DEVELOPMENT PLAN

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

3. Bulk and Dimensional Standards Table:

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

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

4. Landscaping & Screening

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

5. Parking

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

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

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

PHASING SCHEDULE

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

FINAL PLATS

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

TRANSPORTATION IMPROVEMENTS

1. Road Improvements

- a. 163rd Street shall be constructed as a Collector Roadway with an eighty-foot (80') right-of-way. Any portion of 163rd Street that is located within the property owned by Cooper Land Development that is required to be improved to provide access to the Park Side Subdivision, but is not constructed at the time the street is necessary to provide access to the Park Side Subdivision, shall be constructed by the Sub-Divider at the Sub-Divider's expense. The City will assist in securing the necessary right-of-way that is needed.
- b. 163rd Street shall be constructed by the Sub-Divider for its entire length through the subdivision (to the west property line of land area identified on the Preliminary Plat as the Park).
- c. 163rd Street from the west property line of land area identified on the Preliminary Plat as the Park to its intersection with North Madison Street shall be constructed by the Sub-Divider, the costs of which shall be shared by the City of Raymore and the Subdivider, pursuant to the Reimbursement Agreement between the City of Raymore, Missouri and the Sub-Divider, attached as Exhibit B
- d. North Sunset Lane shall be constructed as a Collector Roadway with a sixty-foot (60') right-of-way.
- e. North Sunset Lane shall be constructed by the Sub-Divider for its entire length through the subdivision, subject to the provisions of subsections f, g, and h.
- f. The Sub-Divider agrees to dedicate the right-of-way, and any necessary construction easements, necessary for the construction of North Sunset Lane at no cost to the City.
- g. North Sunset Lane, and the connection of North Sunset Lane to the existing improved portion of 163rd Street, is included as a project in the City of Raymore General Obligation Bond Issue that was approved by the voters on August 4, 2020. The City intends to construct North Sunset Lane through the subdivision, including the connection of North Sunset Lane to the existing improved portion of 163rd Street. Timing of construction of the road is dependent upon

acquisition of the necessary right-of-way and the completion of road construction plans, anticipated to be completed in 2021.

- h. If the Sub-Divider desires to commence construction of a phase of the subdivision that requires access off of North Sunset Lane prior to the City completion of the roadway as part of the G.O. Bond Issue, then the Sub-Divider may commence construction of the road. A reimbursement agreement will be prepared between the Sub-Divider and the City to allow the Sub-Divider to be reimbursed for the costs associated with the road construction.
- i. If the City constructs North Sunset Lane, and the connection of North Sunset Lane to the existing improved portion of 163rd Street, then the Sub-Divider is relieved of any responsibility to construct the road segments and is not required to pay for any portion of the road construction. The Sub-Divider retains responsibility for construction of the trail segment on the west side of North Sunset Lane.
- j. All other proposed roads within the subdivision shall be constructed as local roads with a fifty foot (50') right-of-way.
- k. The internal roadways serving the development shall be built to City standards to be accepted by the City. Once the roadways are accepted, the City will assume maintenance responsibilities of the roadways.
- l. Turn lanes or other road improvements to North Madison Street shall be determined at the time of construction of the 163rd Street connection to North Madison and/or at the time a final plat for the subdivision phase adjacent to North Madison Street is proposed.

2. Pedestrian Improvements

- a. A ten foot (10') trail along the north side of 163rd Street shall be constructed at the time 163rd Street is extended through the subdivision to connect with North Madison Street.
- b. A ten foot (10') trail shall be constructed on the west side of North Madison Street the entire length of the subdivision at the time the adjacent subdivision phase is constructed.
- c. A ten foot (10') trail shall be constructed on the west side of North Sunset Lane at the time North Sunset Lane is constructed within

the subdivision. A five foot (5') sidewalk is required on the east side of North Sunset Lane.

- d. A five foot (5') sidewalk is required on all lots and common areas within the subdivision. Sidewalks in common areas shall be constructed at the time public improvements are installed for the applicable phase of development.
- e. Sidewalks on residential lots shall be constructed prior to the issuance of a Certificate of Occupancy for the home.
- f. No sidewalk or trail is required along the south side of 163rd Street.

REIMBURSEMENT AGREEMENT FOR 163RD STREET IMPROVEMENTS

Construction of the 163rd Street connection between the west property line of land area identified on the Preliminary Plat as the Park to its intersection with North Madison Street is scheduled to take place as part of Phases 12 thru 14, generally between Fall of 2033 and 2035, as indicated on the Preliminary Plat. Upon dedication of the Parkland Area to the City, concurrent with the 1st Phase, the costs for this segment of 163rd Street will be shared between the City and the Sub-Divider, pursuant to Section 445.020G of the Unified Development Code.

To expedite the phasing of the design and construction of certain public improvements within the subdivision to provide access to the Parkland Area for the imminent development of a dog park, the Sub-Divider has agreed to fund the design and construction of this segment ahead of the phasing plan as indicated on the Preliminary Plat, pursuant to the Reimbursement Agreement attached hereto as Exhibit B.

SANITARY SEWER IMPROVEMENTS

1. Sanitary sewer service shall be provided to each lot by the Sub-Divider.
2. All public improvements shall be installed in accordance with City standards. Before the installation of any sanitary sewer system improvements, the Sub-Divider shall have the engineering plans approved by the MoDNR and the City of Raymore.
3. The sanitary sewer shall be of sufficient size and depth to serve the tributary area identified in the City's Comprehensive Sewer Plan.

4. The Sub-Divider agrees to pay any applicable sewer connection fees and rate charges.
5. All improvements must be approved by the City, constructed to City standards, and inspected by the City; and Sub-Divider agrees to dedicate easements to the City in compliance with City standards for utility easements.

WATER MAIN IMPROVEMENTS

1. The development is located within the territorial area of the City of Raymore.
2. All improvements to the water service system shall comply with the requirements of the City of Raymore and with the requirements of the South Metropolitan Fire Protection District.
3. The Sub-Divider shall extend a sixteen (16) inch water line along 163rd Street to North Madison Street along the Park. The cost of this water line will be reimbursed in accordance with the Reimbursement Agreement attached as Exhibit B.

STORMWATER IMPROVEMENTS

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

PARKLAND DEDICATION

1. Based upon 369 dwelling units, a total of 17.16 acres of park land is required to be dedicated.
2. The Sub-Divider is providing park land dedication in the amount of 10.62 acres. This land dedication consists of all property within the subdivision that is north of 163rd Street. Actual size of the tract is 13 acres, minus the land area required to be dedicated to the City for right-of-way for 163rd Street and for North Madison Street.
3. The 10.62 acres of land shall be dedicated to the City concurrent with the recording of the first final plat that contains lots platted for residential homes.
4. The 10.62 acre tract of land, and the right-of-way for 163rd Street and for North Madison Street shall be contained within a final plat submitted concurrently with the first final plat that contains lots platted for residential homes.
5. The City accepts fee-in-lieu of parkland dedication for the remaining land required to be dedicated to the City as described above. Based upon the purchase price of the property by the Sub-Divider, the fee-in-lieu to be paid to the City shall be One-Hundred Nineteen Thousand and Two Dollars and fifty cents (\$119,002.50).
 - a. The fee-in-lieu shall be paid at the time of recording of each final plat that contains lots platted for residential homes as follows:

Amount to be paid = \$322.50 per lot
 - b. Alternatively, the Developer may, with City approval, satisfy the fee-in-lieu requirement through the design and construction of improvements within the Parkland Dedication area to serve the future park development.

Work completed under this subsection shall be reviewed and approved by the City, the value of which shall be equal to or greater than the fee-in-lieu requirement above. Any amount(s) determined to be less than the amount above shall be covered at the expense of the Developer in the form of a fee-in-lieu payment at the time of recording of each final plat that contains lots platted for residential homes.

OPEN SPACE AND AMENITIES

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

SIGNAGE

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

FLOODPLAIN

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

- enhancements required as part of the stream assessment for the development.
- c. work necessary for installation of utilities.

INSTALLATION AND MAINTENANCE OF PUBLIC IMPROVEMENTS

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

FEES, BONDS AND INSURANCE

1. The Sub-Divider agrees to pay to the City, a one percent (1%) Plan Review Fee and five percent (5%) Construction Inspection Fee based on the contract development costs of all public improvements as shown on

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

GENERAL PROVISIONS

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

construed and interpreted according to the laws of the State of Missouri. Venue for any dispute arising from, or interpretation of this agreement shall be in the Circuit Court of Cass County, Missouri.

7. The undersigned represent that they each have the authority and capacity from the respective parties to execute this Agreement. This Agreement shall not be effective until approved by the City Council of the City of Raymore, Missouri.
8. Whenever in this agreement it shall be required or permitted that notice or demand be given or served by either party to this agreement to or on the other party, such notice or demand shall be delivered personally or mailed by First Class United States mail to the addresses hereinafter set forth. Such notice or demand shall be deemed timely given when delivered personally or when deposited in the mail in accordance with the above.

If to the City, at:

City Manager
100 Municipal Circle
Raymore, MO 64083

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

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

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

(SEAL)

THE CITY OF RAYMORE, MISSOURI

Jim Feuerborn, City Manager

Attest:

Erica Hill, City Clerk

Sub-Divider – Signature

Printed Name

Sub-Divider – Signature

Printed Name

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

Stamp:

Notary Public: _____ My Commission Expires: _____

DRAFT



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: February 27, 2023

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 checked="" type="checkbox"/> Agreement	<input type="checkbox"/> Discussion	<input type="checkbox"/> Other	

TITLE / ISSUE / REQUEST

Bill 3788: 163rd Street Design and Construction Reimbursement Agreement

STRATEGIC PLAN GOAL/STRATEGY

2.2.2: Create and maintain a well-connected transportation network

FINANCIAL IMPACT

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

PROJECT TIMELINE

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

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

Reimbursement Agreement

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

The Preliminary Plat and Memorandum of Understanding for the Park Side Subdivision were originally approved by the City Council on October 11, 2021. The agreement outlines requirements for phasing of the subdivision, construction of public roadways, and the dedication of parkland area or payment of parkland fees.

To provide immediate access to the parkland area being dedicated to the City as part of the Park Side Park 1st Plat, the City and Developer desire to expedite the construction of the segment of 163rd Street adjacent to the parkland area ahead of the phasing plan approved with the Preliminary Plat.

The Developer has agreed to advance the construction of this segment of 163rd Street within the subdivision at their up-front expense, subject to a reimbursement of 50% of said costs by the City over a period of six (6) years, in an amount not to exceed \$100,000 annually, or until all expenses have been reimbursed.

The agreement also proposes a one-time payment to the Developer in an amount not to exceed \$150,000 for the installation of the water line associated with the 163rd Street extension, which shall be paid from the Water Connection Fee Fund.

BILL 3788

ORDINANCE

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO A STREET DESIGN AND CONSTRUCTION REIMBURSEMENT AGREEMENT WITH TRIANGLE 2, LLC AND TRIANGLE 4, LLC TO DESIGN AND CONSTRUCT A PORTION OF THE EXTENSION OF 163RD STREET ADJACENT TO THE PARK SIDE SUBDIVISION."

WHEREAS, On October 11, 2021, the Developer received Preliminary Plat approval for the Park Side Subdivision, a 160-acre master-planned single family residential development generally located south of 163rd Street between N. Fox Ridge and North Madison Street; and,

WHEREAS, the Preliminary Plat and Memorandum of Understanding (MOU) for the Park Side Subdivision, executed by and between the City of Raymore, Missouri (the "City") and Triangle 2, LLC and Triangle 4, LLC (the "Developer") were initially approved by the Raymore City Council on October 11, 2021, and subsequently amended on March 13, 2023; and,

WHEREAS, the MOU for the Park Side Subdivision outlines requirements for the phasing of project improvements, including the dedication of parkland areas and the construction or extension of public roadways; and,

WHEREAS, upon the dedication of the parkland area to the City, the City assumes certain financial responsibilities for the design and construction of certain public improvements, pursuant to 445.020G of the Unified Development Code for the future extension of 163rd Street, a Major Collector Roadway; and,

WHEREAS, the City and the Developer desire to expedite the design and construction of such portions of 163rd Street within and adjacent to the Park Side subdivision in advance of the phasing schedule contained within the Preliminary Plat to provide immediate access to the parkland area and its future improvements pursuant to the terms and conditions of the 163rd Street Design and Construction Reimbursement Agreement, attached hereto as Exhibit A.

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

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

Section 2. The City Manager is directed to take all steps necessary and appropriate to effectuate the Street Design and Construction Reimbursement Agreement and to pay up to, but not exceeding, \$750,000.00.

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

DULY READ THE FIRST TIME THIS 27TH DAY OF FEBRUARY, 2023.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 13TH DAY OF MARCH, 2023 BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Barber
Councilmember Berendzen
Councilmember Burke III
Councilmember Forster
Councilmember Holman
Councilmember Townsend
Councilmember Wills

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date

EXHIBIT A

163RD STREET EXTENSION

DESIGN & CONSTRUCTION REIMBURSEMENT AGREEMENT

THIS REIMBURSEMENT AGREEMENT (this “Agreement”) is made and entered into as of this 13th day of March, 2023 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, MO 64112 (the “Developer”).

RECITALS

WHEREAS, On October 11, 2021, the Developer received Preliminary Plat approval for the Park Side Subdivision, a 160-acre master-planned single family residential development generally located south of 163rd Street between N. Fox Ridge and North Madison Street; and,

WHEREAS, the approval of the Preliminary Plat and Memorandum of Understanding (MOU) outlines requirements and responsibilities for public improvements, project phasing, parkland dedication and development fees, including the dedication of a 10.62-acre tract of land for parkland dedication to the City (the “Parkland Area”), and the extension of 163rd Street east through the subdivision; and,

WHEREAS, upon the dedication of the Parkland Area to the City, the City assumes certain responsibilities for the design and construction of certain public improvements, pursuant to 445.020G of the Unified Development Code for the future extension of 163rd Street, a Major Collector Roadway; and,

WHEREAS, the City and the Developer desire to expedite the phasing of the design and construction of certain public improvements within the subdivision to provide access to the Parkland Area for the imminent development of a dog park, including the extension of 163rd Street from the west property line of land area identified on the Preliminary Plat as the Park to its intersection with North Madison Street (the “Road Extension”), and the extension of a sixteen (16) inch water main to complete the trunk water line network along 163rd Street between North Madison and Fox Ridge Drive (the “Water Extension”), collectively, the “Improvements”; and,

WHEREAS, the City has available fund balance in the Excise Tax Fund and Water Connection Fee Fund for the design and construction of the public improvements associated with the extension of 163rd Street; and,

WHEREAS, the City Council deems it fair and appropriate that the City reimburse the Developer for fifty-percent (50%) of the costs associated with the design and construction of the extension of the Improvementa, and pursuant to Section 445.020G of the Unified

Development Code, the provide immediate access to the Parkland Area.

AGREEMENT

NOW, THEREFORE, in consideration of the above Recitals and the mutual promises and obligations of the parties hereto, each party hereby agrees as follows:

1. Developer will enter into a contract with _____ to provide engineering services to design the Improvements and will subsequently enter into an agreement with a private contractor to construct the Improvements
2. The City Public Works Director will review all design work and construction documents to ensure all work is completed in accordance with all Codes and Ordinances of the City of Raymore.
3. **Reimbursement.** Reimbursement under this agreement shall be made in a manner consistent with City policy, and subject to conditions deemed appropriate by the City including the following:
 - (i) The cost of construction for the Road Extension has been estimated to be approximately \$1,180,248.00, and the cost of the Water Extension has been estimated to be approximately \$150,000.00 as provided in Attachment A (cost breakdown), and is proposed to be shared between the City and the Developer, pursuant to Section 445.020G of the Unified Development Code and the provisions included herein.
 - (ii). The amount of reimbursement shall be based upon **fifty-percent (50%)** of the actual construction costs incurred by the Developer in constructing the Improvements. Invoices for the work shall be submitted verifying costs incurred and are subject to acceptance by the City Public Works Director, and/or their designee.
 - (ii). Per unit construction cost estimates for reimbursable items included in the Improvements shall be submitted to the City with construction plans, and are subject to acceptance by the City Public Works Director, and/or their designee.
 - (iii). Payments for the design and construction of the Road Extension in an amount not to exceed **\$600,000.00** are available in the Excise Tax Fund and will be dispersed on an annual basis to the Developer in an amount not to exceed \$100,000, until the Developer has been fully reimbursed. If the City's share of the actual construction costs for the Road Extension exceed \$600,000, such funds shall be drawn from alternate funding sources at the discretion of the City.

(iv). Payments for the design and construction of the Water Extension in an amount not to exceed \$150,000.00 are available in the Water Connection Fee Fund and will be dispersed to the Developer upon the completion and acceptance of the Water Extension. If the City's share of the actual construction costs for the Water Extension exceed \$150,000, such funds shall be drawn from alternate funding sources at the discretion of the City.

5. Notices. Any notice, demand, or other communication required by this Agreement to be given by either party hereto to the other shall be in writing and shall be sufficiently given or delivered if dispatched by certified United States First Class Mail, postage prepaid, or delivered personally, or three (3) days after the dispatch by regular United States Mail, postage prepaid.

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

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

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

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

or to such other designee or 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.

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

7. Entire Agreement; Amendment. The parties agree that this Agreement constitutes the entire agreement on the design, construction and reimbursement for the 163rd Street extension, and associated improvements. This Agreement shall be amended only in writing and effective when signed by the authorized agents of the parties.

8. Severability. In the event any term or provision of this Agreement is held to be unenforceable by a court of competent jurisdiction, the remainder shall continue in full force and effect, to the extent the remainder can be given effect without the invalid provision.
9. 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.
10. 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.
11. Indemnification. The Developer hereby agrees to indemnify and hold harmless the City and its past, present and future employees, officers and agents from any and all claims arising from the construction by the Developer or its contractors of the Improvements described in this Agreement or from the City's inspection or lack of inspection of the plans, specifications and construction of or for such Improvements. 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 Improvements after they are completed and accepted by the City.
12. Authority. The undersigned represents 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.
13. 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 proposals for development. No part of this Agreement shall be construed to relieve the Developer from installing required improvements related

- to their development in accordance with the City Code and approved engineering plans.
14. Compliance with Laws. Developer and its subcontractors shall comply with all applicable federal, state and local laws, ordinances and regulations *including but not limited to applicable worker's compensation, insurance or bonding requirements, prevailing wage requirements and Occupational Safety and Health Administration (OSHA) rules and regulations.* Developer and its subcontractors shall provide documentation and supporting materials as may be necessary to the City, upon written request for the same, confirming compliance with all applicable federal, state and local laws, ordinances or regulations.
 15. No Partnership. It is expressly understood that the parties are not now, nor will they be, engaged in a joint venture, partnership or any other form of business relationship except as expressly set forth herein, and that no party shall be responsible for the conduct, warranties, guarantees, acts, errors, omissions, debts, obligations or undertakings of any kind or nature of the other in performance of this Agreement.
 16. Memorandum of Understanding. Notwithstanding the terms and provisions of this Agreement, the terms and conditions of the Memorandum of Understanding between the Developer and the City remain in full force and effect.
 17. City Approvals. In each case where the City has approval rights, such approval by the City shall not be unreasonably withheld, conditioned or delayed.
 18. The City and the Developer may seek damages, reasonable costs and attorney's fees in the event that there arises any dispute between the City and the Developer over the completion of the Improvements and/or reimbursement of the agreed upon shared costs.
 19. Closing Contingency. This Agreement shall be contingent upon the Developer closing on the purchase of the Property.

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

(SEAL)

THE CITY OF RAYMORE, MISSOURI

By: _____

Jim Feuerborn, City Manager

Attest:

Erica Hill, City Clerk

(SEAL)

Triangle 2, LLC & Triangle 4, LLC

By: _____

Dan Carr

Attest:

Name/Title:



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: March 13, 2023

SUBMITTED BY: Brandon Keller

DEPARTMENT: Economic Development

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

TITLE / ISSUE / REQUEST

Bill 3795: Raymore Commerce Center Chapter 100 Plan and Cost Benefit Analysis

STRATEGIC PLAN GOAL/STRATEGY

3.1.2 Attract a variety of new industries and businesses to the community

FINANCIAL IMPACT

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

PROJECT TIMELINE

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

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

Plan for Industrial Development
Cost Benefit Analysis
Development and Performance Agreement

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

Grant Harrison, representing VTRE Development LLC, is requesting approval of a redevelopment plan that includes financial incentives in the form of Chapter 100 bonds to construct approximately 1,750,000 to 3,500,000 square feet of industrial space on 260 acres known as Raymore Commerce Center South, located south of 195th Street, east of Interstate 49.

In January of 2023, the City of Raymore was awarded funding allocated from the Missouri Department of Transportation (MoDOT) Governor's Transportation Cost Share Program, which will help fund infrastructure improvements within the development.

At the February 17, 2023 meeting, the City Council voted unanimously to continue this request to the March 13, 2023 for full consideration. Staff worked with the Developer and special counsel Gilmore & Bell to incorporate the awarding of grant funding into the final Development and Performance Agreement, which is now submitted to the City Council for consideration.

BILL 3795

ORDINANCE

“AN ORDINANCE APPROVING A REDEVELOPMENT PLAN FOR AN INDUSTRIAL DEVELOPMENT PROJECT AND A DEVELOPMENT AND PERFORMANCE AGREEMENT BETWEEN THE CITY OF RAYMORE, MISSOURI AND VTRE DEVELOPMENT, LLC, FOR THE PURPOSE OF PROVIDING FUNDS TO PAY THE COSTS OF IMPROVING AN INDUSTRIAL DEVELOPMENT PROJECT IN THE CITY; AND AUTHORIZING CERTAIN AGREEMENTS AND OTHER ACTIONS BY THE CITY.”

WHEREAS, the City of Raymore, Missouri, a constitutional charter city and political subdivision of the State of Missouri (the “City”), is authorized and empowered pursuant to the provisions of Article VI, Section 27(b) of the Missouri Constitution, as amended, and Sections 100.010 through 100.200, inclusive, of the Revised Statutes of Missouri, as amended (“RSMo,” collectively, the “Act”), to purchase, construct, extend, improve and equip certain projects (as defined in Section 100.010 RSMo and as described in Article VI, Section 27(b) of the Missouri Constitution) and to issue revenue bonds for the purpose of providing funds to pay the costs of such projects and to lease or otherwise dispose of such projects to private persons or corporations for manufacturing, commercial, research and development, warehousing and industrial development purposes upon such terms and conditions as the City deems advisable; and,

WHEREAS, Section 100.050 RSMo requires the City to prepare a plan in connection with any redevelopment project undertaken pursuant to the Act; and,

WHEREAS, a Plan for an Industrial Warehouse Project and Cost-Benefit Analysis for VTRE Development LLC (the “Plan”) was prepared and distributed on February 6, 2023, and is attached hereto as **Exhibit A**, to the affected taxing jurisdictions along with notice of a tax district hearing to be held by the City related to the improving of an industrial development project (the “Project”); and,

WHEREAS, on February 27, 2023, the tax district hearing on the Plan was held by the City, public comment was taken and the hearing was continued until March 13, 2023; and,

WHEREAS, on March 13, 2023, the tax district hearing on the Plan was reopened and public comment was taken; and,

WHEREAS, the City Council hereby finds and determines that it is desirable for the improvement of the economic welfare and development of the City and within the public purposes of the Act that the City approve the Plan pursuant to the Act; and,

WHEREAS, pursuant to the foregoing, the City desires to enter into the Development and Performance Agreement (the "Development and Performance Agreement") with VTRE Development LLC (the "Company"), attached as **Exhibit B**, to address (1) the acquisition, construction and installation of the Project, and (2) development incentives for the Project; and,

WHEREAS, the City Council further finds and determines that it is necessary and desirable in connection with the development of the Project that the City enter into certain documents and that the City take certain other actions and approve the execution of certain other documents as herein provided;

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

Section 1. Authorization of the Plan. The City Council hereby finds that (a) proper notice as required by the Act was given to all affected taxing jurisdictions regarding the Plan, and (b) it has fairly and duly considered any and all comments submitted to the City Council regarding the Plan. The City Council hereby approves the Plan.

Section 2. Authorization of Development and Performance Agreement. The City is hereby authorized to enter into the Development and Performance Agreement, in substantially the form presented to and approved by the City Council and on file with the City Clerk, with such changes therein as are approved by the officials of the City executing the document, such officials' signatures thereon being conclusive evidence of their approval thereof.

Section 3. Execution of Development and Performance Agreement. The Mayor or City Manager of the City is hereby authorized and directed to execute the Development and Performance Agreement and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance, for and on behalf of and as the act and deed of the City. The City Clerk of the City is hereby authorized and directed to attest to and affix the seal of the City to the Development and Performance Agreement and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

Section 4. Further Authority. The Mayor, City Manager, City Clerk and other officials, agents and employees of the City as required are hereby authorized and directed to take such further action and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance and to carry out, comply with and perform the duties of the City with respect to the Development and Performance Agreement.

Section 5. Effective Date. This Ordinance shall take effect and be in full force from and after its passage and adoption by the City Council and approval by the Mayor.

DULY READ THE FIRST TIME THIS 13TH DAY OF MARCH, 2023

BE IT REMEMBERED THE ABOVE ORDINANCE WAS READ A SECOND TIME AND APPROVED AND ADOPTED THIS 27TH DAY OF MARCH, 2023, BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Barber
Councilmember Berendzen
Councilmember Burke III
Councilmember Forster
Councilmember Holman
Councilmember Townsend
Councilmember Wills

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature

Approved as to form:

City Attorney

EXHIBIT A

Plan for a Warehouse/Distribution Project

EXHIBIT B

Development and Performance Agreement

CITY OF RAYMORE, MISSOURI

**PLAN FOR AN INDUSTRIAL DEVELOPMENT PROJECT
AND COST-BENEFIT ANALYSIS**

FOR

VTRE DEVELOPMENT, LLC

FEBRUARY 6, 2023

TABLE OF CONTENTS

	<u>Page</u>
I. PURPOSE OF THIS PLAN	1
II. GENERAL DESCRIPTION OF CHAPTER 100 FINANCINGS	1
General	1
Issuance and Sale of Bonds	1
Property Tax Abatement	2
III. DESCRIPTION OF THE PARTIES	2
VTRE Development,LLC	2
City of Raymore, Missouri.	2
IV. REQUIREMENTS OF THE ACT	2
Description of the Project.	2
Estimate of the Costs of the Project.	2
Source of Funds to be Expended for the Project.	2
Statement of the Terms Upon Which the Project is to be Leased or Otherwise Disposed of by the City.	3
Affected School District, Community College District, Ch. 190 Ambulance District, Ch. 321 Fire Protection District, County and City.	3
Current Assessed Valuation.	3
Payments in Lieu of Taxes.	3
Cost-Benefit Analysis and Discussion of Exhibits.	4
V. ASSUMPTIONS AND BASIS OF PLAN	6

ATTACHMENT A – SUMMARY OF KEY ASSUMPTIONS

EXHIBIT 1 - PROJECT ASSUMPTIONS

EXHIBIT 2 - SUMMARY OF COST BENEFIT ANALYSIS

EXHIBIT 3 - PROJECTED TAX REVENUES WITH IMPROVEMENTS (NO ABATEMENT)

EXHIBIT 4 - PROJECTED PILOT AMOUNTS

EXHIBIT 5 - PROJECTED TAX ABATEMENT

* * *

CITY OF RAYMORE, MISSOURI

**PLAN FOR AN INDUSTRIAL DEVELOPMENT PROJECT
AND COST-BENEFIT ANALYSIS FOR
VTRE DEVELOPMENT, LLC**

I. PURPOSE OF THIS PLAN

The City Council of the City of Raymore, Missouri (the “City”) will consider an ordinance approving this Plan (defined below) and authorizing the issuance by the City of its taxable industrial development revenue bonds in the aggregate principal amount expected to range in the aggregate from \$200,000,000 to \$350,000,000 (the “Bonds”), to finance costs of an industrial development project (the “Project”) for VTRE Development, LLC, a Delaware limited liability company, or its assigns (the “Company”), as more fully described and defined herein. The Bonds will be issued pursuant to the provisions of Article VI, Section 27(b) of the Missouri Constitution, as amended and Sections 100.010 to 100.200 of the Revised Statutes of Missouri, as amended (collectively, the “Act”).

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

II. GENERAL DESCRIPTION OF CHAPTER 100 FINANCINGS

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

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

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

Under the lease agreement, the company typically: (1) will unconditionally agree to make payments sufficient to pay the principal of and interest on the bonds as they become due; (2) will agree, at its own expense, to maintain the project, to pay all taxes and assessments with respect to the project, and to maintain adequate insurance; (3) has the right, at its own expense, to make certain additions, modifications or improvements to the project; (4) may assign its interests under the lease agreement or sublease the project while remaining responsible for payments under the lease agreement; (5) will covenant to maintain its corporate existence during the term of the bond issue; and (6) will agree to

indemnify the municipality for any liability the municipality might incur as a result of its participation in the transaction.

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

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

III. DESCRIPTION OF THE PARTIES

VTRE Development, LLC. The Company is a limited liability company organized and existing under the laws of the State of Delaware.

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

IV. REQUIREMENTS OF THE ACT

Description of the Project. The Project to be financed by the Bonds consists of (1) the design and construction of industrial and manufacturing buildings and (2) associated site work and infrastructure. The Project is anticipated to include between 1,750,000 and 3,500,000 square feet of industrial buildings. The actual build-out of the buildings, including number of buildings and square footage for each building, is dependent upon market and demand conditions. The initial phase of construction will consist of public roadways and utility extensions, as well as grading work for the initial phase and set of buildings. The Project being financed by the Bonds will be constructed on approximately 259 acres located at the southeast quadrant of the intersection of Interstate 49 and 195th Street in the City, which is referred to as the “Project Site.” At the time of this Plan, the Project Site is undeveloped.

Estimate of the Costs of the Project. The Project is projected to cost between \$200,000,000 and \$350,000,000, and to be constructed in multiple phases. The initial infrastructure improvements are expected to be completed in 2024, and vertical construction of one or more buildings is expected to begin in 2024. These dates are estimates and nothing herein obligates the Company or the City to complete construction in those years.

Source of Funds to be Expended for the Project. The sources of funds to be expended for the Project will be the proceeds of the Bonds in an aggregate principal amount expected to range between \$200,000,000 to \$350,000,000, to be issued by the City and purchased by the Company or its designee (the “Bondholder”) and, if needed, other available funds of the Company. The Bonds will be payable solely from the revenues derived by the City from the lease or other disposition of the Project (as further described below). The Bonds will not be an indebtedness or general obligation, debt or liability of the City or the State of Missouri.

Statement of the Terms Upon Which the Project is to be Leased or Otherwise Disposed of by the City. The City will hold title to the portion of the Project Site under the Chapter 100 transaction related to each phase of the Project. The City will lease each phase of the Project to the Company for lease payments equal to the principal and interest payments on a portion of the Bonds. Under the terms of the lease agreement with the City, the Company will have the option to purchase the Project related to each phase at any time and will have the obligation to purchase the Project related to each phase at the termination of the lease. The lease between the City and the Company related to each phase of the Project will terminate once 20 years of tax abatement (excluding any fixed PILOT payments during construction) has been provided, unless terminated sooner pursuant to the terms of the lease.

Affected School District, Community College District, Ch. 190 Ambulance District, Ch. 321 Fire Protection District, County and City. The Raymore-Peculiar R-II School District is the school district affected by the Project. Cass County, Missouri is the county affected by the Project. There is no community college district affected by the Project. The South Metro Fire & Ambulance District is the Chapter 321 Fire Protection District affected by the Project. The City is the city affected by the Project. The Cost-Benefit Analysis attached hereto identifies all other taxing districts affected by the Project (other than those taxing entities solely affected by the Project with respect to receipt of tax revenues from the commercial surcharge tax).

Assessed Valuation. The most recent equalized assessed valuation of the Project Site is approximately \$85,790. The estimated total equalized assessed valuation of the Project Site after construction is \$56,747,470. This valuation was calculated based upon an assumed appraised value of \$177,335,844 for the Project Site in the year that construction is completed, multiplied by the assessment rate of 32%. These estimates assume total square footage of 3,075,000 and approximately \$208,315,000 in hard costs, as shown in **Exhibit 1**.

Payments in Lieu of Taxes. If this Plan is approved by the City Council, the City intends to begin issuing bonds in 2024 and to provide tax abatement to the Company for the Project for a period of twenty years following substantial completion per phase. For all the years that the Project Site is subject to tax abatement as provided herein, the Company will make a fixed PILOT payment in December of each year in accordance with the schedule below. The schedule below shows the estimated total amount of the PILOTs that will be paid by the Company. The PILOTs will be based upon the square footage of each building as completed (multiplied by the \$/SqFt shown) irrespective of any annual appraisal or assessment which may be rendered by the County Assessor's Office with respect to the Project. The table has been computed contemplating 20 years of tax abatement but the abatement periods will only begin upon January 1 of the year following substantial completion of each building. Following issuance of the Bonds until January 1 of the year following substantial completion of a building, the Company will make a fixed PILOT payment in an amount equal to an amount that would be paid on such property without tax abatement (less the amount of any taxes not abated).

Years	\$/SqFt
1	\$0.03
2	\$0.03
3	\$0.03
4	\$0.03
5	\$0.03
6	\$0.06
7	\$0.06
8	\$0.06
9	\$0.08
10	\$0.08
11	\$0.11
12	\$0.11
13	\$0.46
14	\$0.46
15	\$0.46
16	\$0.71
17	\$0.71
18	\$0.71
19	\$0.71
20	\$0.71

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

Project Assumptions. **Exhibit 1** presents a list of the assumptions related to the determination of assessed valuations and the tax formulas.

Summary of Cost-Benefit Analysis. **Exhibit 2** presents a summary for each affected taxing district of (1) the total estimated tax revenues that would be generated if the Project occurred but did not receive tax abatement, (2) the total estimated value of the payments in lieu of taxes (“PILOT Amounts”) to be made by the Company for the proposed abatement period, and (3) the total estimated value of the abatement to the Company.

Real Property. **Exhibit 3** provides the amount of tax revenues on the Project Site assuming no tax abatement. **Exhibit 4** provides the projected PILOT amounts which would be paid on the Project Site. **Exhibit 5** provides the amount of tax abatement expected for the Project Site.

V. SALES TAX AND USE EXEMPTIONS

Sales Tax Exemption on Construction Materials. Qualified building materials purchased for the construction of the Project are expected to be exempt from sales and use tax pursuant to the provisions of Section 144.062 of the Revised Statutes of Missouri and the underlying bond documents upon delivery of a project exemption certificate by the City to the Company. For purposes of determining the impact of the sales and use tax exemptions for the qualified building materials on the affected taxing jurisdictions, the following assumptions were made:

Total Amount of building materials:	\$93,741,750
Building materials to be purchased within the State of Missouri (but outside Cass County):	\$33,747,030
Building materials to be purchased within Cass County (but outside the City):	\$3,280,961
Building materials to be purchased within the City:	\$468,709
Building materials to be purchase outside of the State of Missouri	\$56,245,050

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

Based on the assumptions set forth above, the fiscal impact on the affected taxing jurisdictions of the sales and use tax exemptions for qualified building materials is as follows:

	Sales Tax Rate	Estimated Sales Tax Revenues Subject to Exemption	Use Tax Rate	Estimated Use Tax Revenues Subject to Exemption
State of Missouri		\$1,584,236		\$2,376,353 ¹
City of Raymore	4.225%		4.225%	
General Revenue		4,687	n/a	0
Transportation	1.000	2,344	n/a	0
Capital Improvement	0.500	2,344	n/a	0
Parks & Stormwater	0.500	2,344	n/a	0
Cass County	2.000	74,993	2.000	1,124,901
South Metro Fire & Ambulance District	0.500	2,344	n/a	0
Total ²		\$1,673,292		\$3,501,254
	9.225%		6.225 %	

¹Use tax is generally only collected if sales tax was not paid and was due at the point of sale.

²The City has multiple Community Improvement Districts and Transportation Development Districts that may also impose a sales tax depending on where the purchase is made, which could increase the total sales tax rate.

VI. ASSUMPTIONS AND BASIS OF PLAN

In preparing this Plan, key assumptions have been made to estimate the fiscal impact of the abatement and exemptions proposed for the Project. See **ATTACHMENT A** for a summary of these assumptions.

Information necessary to complete this Plan, has been furnished by representatives of the City, representatives of the Company and its counsel, the Bondholder and other persons deemed appropriate and such information has not been independently verified for accuracy, completeness or fairness.

* * *

ATTACHMENT A
SUMMARY OF KEY ASSUMPTIONS

1. The cost of constructing the Project is estimated to be between \$200,000,000 and \$350,000,000.
2. The construction of the Project is expected to occur in multiple phases as outlined in the plan and the first phase is expected to be completed in year 2025, subject to market conditions.
3. For purposes of the Cost Benefit Analysis, it is assumed that, at completion, the Project will consist of 3,075,000 total square feet.
4. The investment in the Project Site will produce an appraised value of \$177,335,844 and an assessed value for the Project Site in the amount of \$56,747,470.
5. The Project will be owned by the City and leased to the Company with an option to purchase. As long as the Project is owned by the City, it will be exempt from ad valorem taxes.
6. The Project Site for each phase will be excluded from the calculation of ad valorem property taxes for a period of beginning in the year that construction on begins and ending twenty years after the January 1 following substantial completion.
7. During the entire term of the Bonds through twenty years after the construction on each phase is substantially completed, the Company will make payments in lieu of taxes in accordance with that portion of Section IV above in the Plan entitled "Payments in Lieu of Taxes."
8. Commercial real property taxes are calculated using the following formula:
$$\text{(Assessed Value * Tax Rate)/100}$$
9. The assessed value of the Project Site is calculated using the following formula:
$$\text{Estimated Value * Assessment Ratio of 32\%}$$
10. The tax rates used in this Plan reflect the rates in effect for the tax year 2022. The tax rates were held constant through the final tax year.
11. The assessed valuation for each phase is subject to growth at a rate of 2% every year an assessment is made (every odd year).
12. The projected taxes and the fixed Payment in Lieu of Taxes for the Project are not subject to an increased growth factor.

* * *

City of Raymore, Missouri
(Raymore Commerce Center South Project)

COST BENEFIT ANALYSIS
PLAN FOR INDUSTRIAL DEVELOPMENT PROJECT



Table of Contents

I Project Assumptions	1
II Summary of Cost Benefit Analysis (Real Property)	2
III Projected Tax Revenues Without Abatement (Real Property)	3
IV Projected PILOT Amounts (Real Property)	4
V Projected Tax Abatement (Real Property)	5

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

Project Assumptions

- ◆ Initial year taxes assessed 2025
- ◆ Bi-annual growth rate of appraised value of real property 2.0%
- ◆ Assessed value as a percentage of appraised value (real) 32.0%

					Assessed Value of Land & Improvements
Square Feet	Hard Costs of Improvements	85% of Hard Costs	Assessed Value Improvements	Assessed Value of Land	
3,075,000	\$ 208,315,000	\$ 177,067,750	\$ 56,661,680	\$ 85,790	\$ 56,747,470

- ◆ Fixed PILOT as described below:

Years		\$/SqFt	PILOT
1	2025	\$0.03	\$ 92,250
2	2026	\$0.03	\$ 92,250
3	2027	\$0.03	\$ 92,250
4	2028	\$0.03	\$ 92,250
5	2029	\$0.03	\$ 92,250
6	2030	\$0.06	\$ 184,500
7	2031	\$0.06	\$ 184,500
8	2032	\$0.06	\$ 184,500
9	2033	\$0.08	\$ 246,000
10	2034	\$0.08	\$ 246,000
11	2035	\$0.11	\$ 338,250
12	2036	\$0.11	\$ 338,250
13	2037	\$0.46	\$ 1,414,500
14	2038	\$0.46	\$ 1,414,500
15	2039	\$0.46	\$ 1,414,500
16	2040	\$0.71	\$ 2,183,250
17	2041	\$0.71	\$ 2,183,250
18	2042	\$0.71	\$ 2,183,250
19	2043	\$0.71	\$ 2,183,250
20	2044	\$0.71	\$ 2,183,250

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

Taxing Jurisdiction	Tax Rate	Projected Tax Revenues for Real Property	Projected PILOT Amounts	Value of Abatement
R-2 Ray-Pec	5.0302	\$ 62,512,203	\$ 10,661,626	\$ 51,850,577
Fire 2-So Metro	0.8978	11,157,301	1,902,908	9,254,393
Amb 2-So Metro	0.3420	4,250,164	724,877	3,525,287
State	0.0300	372,821	63,586	309,236
Cass Co Rd&Brdg	0.2137	2,655,731	452,942	2,202,789
Cass Co Library	0.2545	3,162,768	539,419	2,623,349
Hospital Maint	0.1242	1,543,481	263,245	1,280,236
Shelter Wkshop	0.0454	564,203	96,226	467,977
Raymore-City	1.2447	15,468,359	2,638,171	12,830,188
	8.1825	\$ 101,687,031	\$ 17,343,000	\$ 84,344,031

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

Estimated Assessed Value of Real Property	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034
\$56,747,470	\$56,747,470	\$57,882,419	\$57,882,419	\$57,882,419	\$59,040,068	\$59,040,068	\$60,220,869	\$60,220,869	\$61,425,287	\$61,425,287
Tax Rate										
per \$100	5.0302	5.0302	5.0302	5.0302	5.0302	5.0302	5.0302	5.0302	5.0302	5.0302
R-2 Ray-Pec	\$ 2,854,511	\$ 2,854,511	\$ 2,911,601	\$ 2,911,601	\$ 2,969,833	\$ 2,969,833	\$ 3,029,230	\$ 3,029,230	\$ 3,089,815	\$ 3,089,815
Fire 2-So Metro	0.8978	0.8978	0.8978	0.8978	0.8978	0.8978	0.8978	0.8978	0.8978	0.8978
Amb 2-So Metro	0.3420	0.3420	0.3420	0.3420	0.3420	0.3420	0.3420	0.3420	0.3420	0.3420
State	0.0300	0.0300	0.0300	0.0300	0.0300	0.0300	0.0300	0.0300	0.0300	0.0300
Cass Co Rd&Brdg	0.2137	0.2137	0.2137	0.2137	0.2137	0.2137	0.2137	0.2137	0.2137	0.2137
Cass Co Library	0.2545	0.2545	0.2545	0.2545	0.2545	0.2545	0.2545	0.2545	0.2545	0.2545
Hospital Maint	0.1242	0.1242	0.1242	0.1242	0.1242	0.1242	0.1242	0.1242	0.1242	0.1242
Shelter Wkshop	0.0454	0.0454	0.0454	0.0454	0.0454	0.0454	0.0454	0.0454	0.0454	0.0454
Raymore-City	1.2447	1.2447	1.2447	1.2447	1.2447	1.2447	1.2447	1.2447	1.2447	1.2447
8.1825	\$ 4,643,362	\$ 4,643,362	\$ 4,736,229	\$ 4,736,229	\$ 4,830,954	\$ 4,830,954	\$ 4,927,573	\$ 4,927,573	\$ 5,026,124	\$ 5,026,124

Estimated Assessed Value of Real Property	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	Total
\$62,653,792	\$62,653,792	\$63,906,868	\$63,906,868	\$63,906,868	\$65,185,005	\$65,185,005	\$66,488,706	\$66,488,706	\$67,818,480	\$67,818,480	
Tax Rate											
per \$100	5.0302	5.0302	5.0302	5.0302	5.0302	5.0302	5.0302	5.0302	5.0302	5.0302	5.0302
R-2 Ray-Pec	\$ 3,151,611	\$ 3,151,611	\$ 3,214,643	\$ 3,214,643	\$ 3,278,936	\$ 3,278,936	\$ 3,344,515	\$ 3,344,515	\$ 3,411,405	\$ 3,411,405	\$ 62,512,203
Fire 2-So Metro	0.8978	0.8978	0.8978	0.8978	0.8978	0.8978	0.8978	0.8978	0.8978	0.8978	11,157,301
Amb 2-So Metro	0.3420	0.3420	0.3420	0.3420	0.3420	0.3420	0.3420	0.3420	0.3420	0.3420	4,250,164
State	0.0300	0.0300	0.0300	0.0300	0.0300	0.0300	0.0300	0.0300	0.0300	0.0300	372,821
Cass Co Rd&Brdg	0.2137	0.2137	0.2137	0.2137	0.2137	0.2137	0.2137	0.2137	0.2137	0.2137	2,655,731
Cass Co Library	0.2545	0.2545	0.2545	0.2545	0.2545	0.2545	0.2545	0.2545	0.2545	0.2545	3,162,768
Hospital Maint	0.1242	0.1242	0.1242	0.1242	0.1242	0.1242	0.1242	0.1242	0.1242	0.1242	1,543,481
Shelter Wkshop	0.0454	0.0454	0.0454	0.0454	0.0454	0.0454	0.0454	0.0454	0.0454	0.0454	564,203
Raymore-City	1.2447	1.2447	1.2447	1.2447	1.2447	1.2447	1.2447	1.2447	1.2447	1.2447	15,468,359
8.1825	\$ 5,126,647	\$ 5,126,647	\$ 5,229,179	\$ 5,229,179	\$ 5,333,763	\$ 5,333,763	\$ 5,440,438	\$ 5,440,438	\$ 5,549,247	\$ 5,549,247	\$101,687,031

**Projected PILOT Amount
 (Real Property)**

Estimated Assessed Value of Real Property PILOT Amount	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034
	\$ 56,747,470	\$ 56,747,470	\$ 57,882,419	\$ 57,882,419	\$ 59,040,068	\$ 59,040,068	\$ 60,220,869	\$ 60,220,869	\$ 61,425,287	\$ 61,425,287
	92,250	92,250	92,250	92,250	92,250	184,500	184,500	184,500	246,000	246,000
	Tax Rate									
	per \$100									
R-2 Ray-Pec	5.0302	5.0302	5.0302	5.0302	5.0302	5.0302	5.0302	5.0302	5.0302	5.0302
Fire 2-So Metro	0.8978	0.8978	0.8978	0.8978	0.8978	0.8978	0.8978	0.8978	0.8978	0.8978
Amb 2-So Metro	0.3420	0.3420	0.3420	0.3420	0.3420	0.3420	0.3420	0.3420	0.3420	0.3420
State	0.0300	0.0300	0.0300	0.0300	0.0300	0.0300	0.0300	0.0300	0.0300	0.0300
Cass Co Rd&Brdg	0.2137	0.2137	0.2137	0.2137	0.2137	0.2137	0.2137	0.2137	0.2137	0.2137
Cass Co Library	0.2545	0.2545	0.2545	0.2545	0.2545	0.2545	0.2545	0.2545	0.2545	0.2545
Hospital Maint	0.1242	0.1242	0.1242	0.1242	0.1242	0.1242	0.1242	0.1242	0.1242	0.1242
Shelter Wkshop	0.0454	0.0454	0.0454	0.0454	0.0454	0.0454	0.0454	0.0454	0.0454	0.0454
Raymore-City	1.2447	1.2447	1.2447	1.2447	1.2447	1.2447	1.2447	1.2447	1.2447	1.2447
	8.1825	8.1825	8.1825	8.1825	8.1825	8.1825	8.1825	8.1825	8.1825	8.1825
	\$ 92,250	\$ 92,250	\$ 92,250	\$ 92,250	\$ 92,250	\$ 184,500	\$ 184,500	\$ 184,500	\$ 246,000	\$ 246,000
Estimated Assessed Value of Real Property PILOT Amount	\$ 62,653,792	\$ 62,653,792	\$ 63,906,868	\$ 63,906,868	\$ 65,185,005	\$ 65,185,005	\$ 66,488,706	\$ 66,488,706	\$ 67,818,480	\$ 67,818,480
	338,250	338,250	1,414,500	1,414,500	1,414,500	2,183,250	2,183,250	2,183,250	2,183,250	2,183,250
	Tax Rate									
	per \$100									
R-2 Ray-Pec	5.0302	5.0302	5.0302	5.0302	5.0302	5.0302	5.0302	5.0302	5.0302	5.0302
Fire 2-So Metro	0.8978	0.8978	0.8978	0.8978	0.8978	0.8978	0.8978	0.8978	0.8978	0.8978
Amb 2-So Metro	0.3420	0.3420	0.3420	0.3420	0.3420	0.3420	0.3420	0.3420	0.3420	0.3420
State	0.0300	0.0300	0.0300	0.0300	0.0300	0.0300	0.0300	0.0300	0.0300	0.0300
Cass Co Rd&Brdg	0.2137	0.2137	0.2137	0.2137	0.2137	0.2137	0.2137	0.2137	0.2137	0.2137
Cass Co Library	0.2545	0.2545	0.2545	0.2545	0.2545	0.2545	0.2545	0.2545	0.2545	0.2545
Hospital Maint	0.1242	0.1242	0.1242	0.1242	0.1242	0.1242	0.1242	0.1242	0.1242	0.1242
Shelter Wkshop	0.0454	0.0454	0.0454	0.0454	0.0454	0.0454	0.0454	0.0454	0.0454	0.0454
Raymore-City	1.2447	1.2447	1.2447	1.2447	1.2447	1.2447	1.2447	1.2447	1.2447	1.2447
	8.1825	8.1825	8.1825	8.1825	8.1825	8.1825	8.1825	8.1825	8.1825	8.1825
	\$ 338,250	\$ 338,250	\$ 1,414,500	\$ 1,414,500	\$ 1,414,500	\$ 2,183,250	\$ 2,183,250	\$ 2,183,250	\$ 2,183,250	\$ 2,183,250
Estimated Assessed Value of Real Property PILOT Amount	\$ 106,661,626	\$ 106,661,626	\$ 108,000,000	\$ 108,000,000	\$ 109,338,374	\$ 109,338,374	\$ 110,676,748	\$ 110,676,748	\$ 112,015,122	\$ 112,015,122
	1,902,908	1,902,908	7,248,777	7,248,777	7,248,777	8,005	8,005	8,005	8,005	8,005
	Total									
	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044
	\$ 207,940	\$ 207,940	\$ 869,565	\$ 869,565	\$ 869,565	\$ 1,342,155	\$ 1,342,155	\$ 1,342,155	\$ 1,342,155	\$ 1,342,155
	37,113	37,113	155,202	155,202	155,202	239,550	239,550	239,550	239,550	239,550
	14,138	14,138	59,121	59,121	59,121	91,252	91,252	91,252	91,252	91,252
	1,240	1,240	5,186	5,186	5,186	8,005	8,005	8,005	8,005	8,005
	8,834	8,834	36,942	36,942	36,942	57,019	57,019	57,019	57,019	57,019
	10,521	10,521	43,995	43,995	43,995	67,906	67,906	67,906	67,906	67,906
	5,134	5,134	21,470	21,470	21,470	33,139	33,139	33,139	33,139	33,139
	1,877	1,877	7,848	7,848	7,848	12,114	12,114	12,114	12,114	12,114
	51,454	51,454	215,170	215,170	215,170	332,110	332,110	332,110	332,110	332,110
	338,250	338,250	1,414,500	1,414,500	1,414,500	2,183,250	2,183,250	2,183,250	2,183,250	2,183,250
	8.1825	8.1825	8.1825	8.1825	8.1825	8.1825	8.1825	8.1825	8.1825	8.1825
	\$ 338,250	\$ 338,250	\$ 1,414,500	\$ 1,414,500	\$ 1,414,500	\$ 2,183,250	\$ 2,183,250	\$ 2,183,250	\$ 2,183,250	\$ 2,183,250

DEVELOPMENT AND PERFORMANCE AGREEMENT

between the

CITY OF RAYMORE, MISSOURI

and

VTRE DEVELOPMENT, LLC

Dated as of March __, 2023

**Relating to the Development of
Industrial and Warehouse Facilities**

DEVELOPMENT AND PERFORMANCE AGREEMENT

TABLE OF CONTENTS

	<u>Page</u>
<u>ARTICLE I</u>	
DEFINITIONS AND RULES OF INTERPRETATION	
Section 1.01.	Definitions 2
Section 1.02.	Rules of Interpretation 4
<u>ARTICLE II</u>	
REPRESENTATIONS AND WARRANTIES	
Section 2.01.	Representations and Warranties of the City 5
Section 2.02.	Representations and Warranties of the Company. 6
<u>ARTICLE III</u>	
DEVELOPMENT OBLIGATIONS	
Section 3.01.	Commencement and Completion of the Project 7
<u>ARTICLE IV</u>	
COMPLIANCE WITH CITY ORDINANCES	
Section 4.01.	General 7
Section 4.02.	Permits and Approvals 7
<u>ARTICLE V</u>	
DESIGN OF THE PROJECT	
Section 5.01.	General 8
Section 5.03.	Final Plans and Specifications 8
<u>ARTICLE VI</u>	
CONSTRUCTION	
Section 6.01.	General 8
Section 6.02.	Reserved. 8
Section 6.03.	Changes 8
Section 6.04.	Insurance 9
Section 6.05.	Right-of-Way and Easement Dedication 10
Section 6.06.	Liens. 10
Section 6.07.	Bonds 11
Section 6.08.	PILOT Reserve Account/Deed of Trust 11
Section 6.09.	Certificate of Substantial Completion 11

ARTICLE VII

DEVELOPMENT INCENTIVES

Section 7.01.	Cooperation to Implement Development Incentives	12
Section 7.02.	Timing of Implementation of Development Incentives	12
Section 7.03.	Bond Costs	12
Section 7.04.	Estimate of the Cost of the Project	12
Section 7.05.	Terms of Abatement and Lease	12
Section 7.06.	Bonds	13
Section 7.07.	City Approvals	13
Section 7.08.	Sales Tax Exemption	13
Section 7.09.	Issuance of Bonds	13
Section 7.10.	City to Select Bond Counsel, Bond Trustee, and Financial Advisor	14

ARTICLE VIII

PROPERTY TAX EXEMPTION; PILOT PAYMENTS

Section 8.01.	Property Tax Exemption	14
Section 8.02.	Payments in Lieu of Taxes	14
Section 8.03.	Distribution of PILOTS	15
Section 8.04.	Obligation of City to Effect Tax Abatement	15
Section 8.05.	Administration Costs	15
Section 8.06.	Other Property Taxes in Connection with the Project	15
Section 8.07.	Cessation of Operations at the Project Site	15
Section 8.08.	No Abatement on Special Assessments, Licenses or Fees	16

ARTICLE IX

COVENANTS AND AGREEMENTS

Section 9.01.	Inspection	16
Section 9.02.	Compliance with Laws	16
Section 9.03.	Purchase, Construction, Improvement, Installation and Operation	16
Section 9.04.	Maintenance of Existence	16
Section 9.05.	Maintenance and Repairs	17
Section 9.06.	Taxes, Assessments and Other Governmental Charges	17
Section 9.07.	Permits and Authorizations	17
Section 9.08.	Damage or Destruction	17
Section 9.09.	Lender Approval	18
Section 9.10.	Environmental Laws and Hazardous Substances	18

ARTICLE X

INDEMNIFICATION AND RELEASE

Section 10.01.	Indemnity	19
Section 10.02.	Notification of Action	20
Section 10.03.	Settlement	20
Section 10.04.	Survival	20

ARTICLE XI

EVENTS OF DEFAULT AND REMEDIES

Section 11.01.	Reserved	20
Section 11.02.	Company Event of Default	20
Section 11.03.	City Event of Default	21
Section 11.04.	Remedies	21
Section 11.05.	Enforcement	22

ARTICLE XII

MISCELLANEOUS PROVISIONS

Section 12.01.	Consents and Cooperation	22
Section 12.02.	Relationship	22
Section 12.03.	Applicable Law	22
Section 12.04.	Entire Agreement; Amendment	23
Section 12.05.	Counterparts	23
Section 12.06.	Severability	23
Section 12.07.	Limit on Liability	23
Section 12.08.	Headings	23
Section 12.09.	Notices	23
Section 12.10.	Waiver	24
Section 12.11.	Negotiation of Agreement	24
Section 12.12.	Tax Implications	24
Section 12.13.	Exhibits	24
Section 12.14.	Agreement to Control	24
Section 12.15.	Term of Agreement	24
Section 12.16.	Electronic Storage of Documents	24
Section 12.17.	Employee Verification	24
Section 12.18.	Survival of Representations	25

ARTICLE XIII

ASSIGNMENT

Section 13.01.	Assignment or Sale Prior to Completion of Construction	25
Section 13.02.	Assignment or Sale After Completion of Construction	25

Exhibit A	Description of the Project Site
Exhibit B	Description of the Project
Exhibit C	Form of Certificate of Completion of Construction
Exhibit D	Company Engagement Letter

DEVELOPMENT AND PERFORMANCE AGREEMENT

THIS DEVELOPMENT AND PERFORMANCE AGREEMENT (“Agreement”) entered into as of March __, 2023, by and between the **CITY OF RAYMORE, MISSOURI**, a constitutional charter city organized and existing under the laws of the State of Missouri (the **“City”**), and **VTRE DEVELOPMENT, LLC**, a Delaware limited liability company, or permitted assigns (the **“Company”**) (the City and the Company are each a **“Party”** or collectively the **“Parties”**). Capitalized terms not defined elsewhere in this Agreement shall have the meaning set forth in **Section 1.01** hereof.

RECITALS:

1. The City is authorized and empowered pursuant to the provisions of Article VI, Section 27(b) of the Missouri Constitution and Sections 100.010 through 100.200, inclusive, of the Revised Statutes of Missouri, as amended (collectively, the **“Chapter 100 Act”**), to purchase, construct, extend and improve certain projects (as defined in Section 100.010 of the Revised Statutes of Missouri, as amended) and to issue revenue bonds for the purpose of providing funds to pay the costs of such projects and to lease or otherwise dispose of such projects to private persons or corporations for manufacturing, commercial, research and development, warehousing and industrial development purposes upon such terms and conditions as the City shall deem advisable.

2. Following notice to be provided to affected taxing jurisdictions in accordance with Section 100.059.1 of the Chapter 100 Act, the City Council will consider an Ordinance (the **“Ordinance”**) (i) approving a plan for the Project (defined below) and (ii) authorizing the issuance of \$200,000,000 to \$350,000,000 aggregate principal amount of revenue bonds in one or more series (the **“Bonds”**).

3. Pursuant to the foregoing, the City desires to enter into this Agreement with the Company to address (1) the design and construction of the Project, and (2) development incentives for the Project.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS AND RULES OF INTERPRETATION

Section 1.01. Definitions. Terms not defined elsewhere in this Agreement shall have the following definitions:

“Affiliate” means a person or entity which, directly or through one or more intermediaries, owns or controls, or is controlled by or which is under common control with the Company or any of its assignees, including any special purpose entity created for the purpose of owning any of the Project Site.

“Applicable Laws and Requirements” means any applicable constitution, treaty, statute, rule, regulation, ordinance, order, directive, code, policy, interpretation, judgment, decree, injunction, writ, determination, award, permit, license, authorization, directive, requirement or decision of or agreement with or by any Governmental Authorities.

“Bonds” shall mean any revenue bonds or other obligations issued by or on behalf of the City financing the Project in accordance with this Agreement and the Chapter 100 Act.

“Bond Counsel” means Gilmore & Bell, P.C., Kansas City, Missouri, or an attorney at law or a firm of attorneys, acceptable to the City, of nationally recognized standing in matters pertaining to the tax-exempt nature of interest on obligations issued by states and their political subdivisions duly admitted to the practice of law before the highest court of any state of the United States of America or the District of Columbia.

“Certificate of Completion of Construction” means a certificate substantially in the form of **Exhibit C** attached hereto.

“Chapter 100 Act” is defined in **Recital 2**.

“City Council” means the governing body of the City.

“City Event of Default” is defined in **Section 11.03**.

“City Indemnified Parties” is defined in **Section 10.01**.

“City Manager” means the City Manager of the City.

“Closing” means the issuance of Bonds in one or more series and the consummation of the transfer of a leasehold interest in Leased Property to the Company pursuant to a Lease.

“Commencement of Construction” means the occurrence of the issuance by the Company to the general contractor of a notice to proceed under a construction contract and the pouring of the building foundation.

“Company Event of Default” is defined in **Section 11.02**.

“Completion of Construction” means the occurrence of substantial completion of a portion of the Project represented by one or more of the buildings.

“Construction Inspector” means a City agent or employee designated by the City to perform inspections.

“Effective Date” means the date of this Agreement.

“Environmental Laws” means any federal, state or local law, statute, regulation, rule or ordinance or amendments thereto, and all applicable judicial, administrative or regulatory decrees, judgments or orders relating to the protection of human health or the environment, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601 *et seq.* (“CERCLA”), as amended, the Resource, Conservation and Recovery Act, as amended, 42 U.S.C. 6901 *et seq.* (“RCRA”), the Toxic Substances Control Act, 15 U.S.C. Sections 2601-2671, the Clean Air Act, 42 U.S.C. 7401 *et seq.*, and the Federal Water Pollution Control Act, 33 U.S.C. 1251 to 1387, as the foregoing may be amended from time to time.

“Event of Default” means any Event of Default as provided in **Article XI** hereof.

“Excusable Delay” means delays due or related to acts of terrorism, acts of war or civil insurrection, or any natural occurrence, strikes, riots, floods, earthquakes, fires, casualties, acts of God, labor disputes, governmental restrictions or priorities, embargos, litigation, tornadoes, pandemics, approval by regulatory authorities, or any other circumstances beyond the reasonable control of the applicable party using reasonable diligence to overcome which prevent such party from performing its

specific duties hereunder in a timely manner; provided, however, Excusable Delay does not include circumstances directly or indirectly related to lack of financing; unanticipated, or unexpected increases in the costs of construction; or errors in business judgment by the Company; and provided that Excusable Delay shall only extend the time of performance for the period of such Excusable Delay, which shall begin on the day following the date on which the Company has knowledge of the event of Excusable Delay first occurring and shall thereafter extend until the date on which the event which has caused the Excusable Delay has been materially corrected or substantially performed, or reasonably should have been materially corrected or substantially performed, given reasonable efforts.

“Financing Documents” means the financing agreements, disbursement agreements and all other agreements and certificates executed in connection with the issuance of Bonds.

“Governmental Authorities” or **“Governmental Authority”** means any and all jurisdictions, entities, courts, boards, agencies, commissions, offices, divisions, subdivisions, departments, bodies or authorities of any nature whatsoever of any governmental unit (federal, state, county, district, municipality, city or otherwise), whether now or hereafter in existence, including the City.

“Infrastructure” means the initial phase of construction that will consist of public roadways and utility extensions, as well as grading for the initial phase and set of buildings.

“Land Use Applications” means all applications that must be filed by the Company with the City in accordance with the City’s zoning ordinance, subdivision regulations, right-of-way and easement vacation ordinances, and building regulations to receive approval from the City to develop or provide for the development of the Project Site with the Project, which may include, but is not limited to, applications for subdivision, zoning, site plan, right-of-way and easement vacation, and building permit approvals.

“Lease” is any lease of Leased Property from the City, as lessor, to the Company or an affiliate thereof, as lessee, upon transfer of title thereto to the City at a Closing.

“Leased Property” means all or any part of the Project and the Project Site.

“Lien” is defined in **Section 6.06**.

“Permits” is defined in **Section 4.02**.

“PILOT Payments” means the payments in lieu of taxes provided for in **Article VIII** hereof.

“Plan” is defined in **Section 7.07(a)**.

“Plans and Specifications” means the schematic drawings, the design development drawings, and the construction plans and specifications prepared by the Project architect for the development of the Project in accordance with **Section 5.02**.

“Project” means the project described in **Exhibit B**, including the Infrastructure, and all additions, modifications, improvements, replacements and substitutions made to the Project.

“Project Costs” means all costs of purchasing, constructing, improving and installing the Project.

“Project Site” means all of the real estate described in **Exhibit A** attached hereto and by this reference made a part hereof, as may be divided into separate developable areas as determined by the Developer.

“**Tax Abatement**” means the abatement of taxes described in **Article VIII**.

“**Transfer**” is defined in **Section 13.01**.

Section 1.02. Rules of Interpretation. Unless the context clearly indicates to the contrary or unless otherwise provided herein, the following rules of interpretation shall apply to this Agreement:

(a) The terms defined in this Agreement which refer to a particular agreement, instrument or document also refer to and include all renewals, extensions, modifications, amendments and restatements of such agreement, instrument or document; provided, that nothing contained in this sentence shall be construed to authorize any such renewal, extension, modification, amendment or restatement other than in accordance with **Section 12.04** below.

(b) The words “hereof”, “herein” and “hereunder” and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. Section, subsection and exhibit references are to this Agreement unless otherwise specified. Whenever an item or items are listed after the word “including”, such listing is not intended to be a listing that excludes items not listed.

(c) Words of gender shall be deemed and construed to include correlative words of the masculine, feminine and neuter genders. Unless the context shall otherwise indicate, words importing the singular number shall include the plural and vice versa, and words importing person shall include individuals, corporations, partnerships, joint ventures, associations, joint stock companies, trusts, unincorporated organizations and governments and any agency or political subdivision thereof.

(d) The table of contents, captions and headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

(e) In the event of some ambiguity in this Agreement, the Parties shall be deemed to have jointly authored this Agreement and nothing shall be construed against or in favor of one party based on it being deemed the sole author.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

Section 2.01. Representations and Warranties of the City. The City hereby represents and warrants to the Company that:

(a) Due Authority. The City has full constitutional and lawful right, power and authority, under current applicable law, to execute and deliver and perform the terms and obligations of this Agreement, and this Agreement has been or will be duly and validly authorized and approved by all necessary City proceedings, findings and actions. Accordingly, this Agreement constitutes the legal, valid and binding obligation of the City, enforceable in accordance with its terms.

(b) No Defaults or Violation of Law. The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of the terms and conditions hereof do not and will not conflict with or result in a breach of any of the terms or conditions of any agreement or instrument to which it is now a party, and do not and will not constitute a default under any of the foregoing.

(c) No Litigation. No litigation, proceedings or investigations are pending or, to the knowledge of the City, threatened against the City with respect to the Project, the Project Site, or this Agreement. In addition, no litigation, proceedings or investigations are pending or, to the knowledge of the City, threatened against the City seeking to restrain, enjoin or in any way limit the approval or issuance and delivery of this Agreement or which would in any manner challenge or adversely affect the existence or powers of the City to enter into and carry out the transactions described in or contemplated by the execution, delivery, validity or performance by the City of, the terms and provisions of this Agreement.

(d) Governmental or Corporate Consents. Except for City Council approval, no other consent or approval is required to be obtained from, and no action need be taken by, or document filed with, any governmental body or corporate entity in connection with the execution and delivery by the City of this Agreement.

(e) No Material Change. There has been no material adverse change in the business, financial position, prospects or results of operations of the City which could affect the City's ability to perform its obligations pursuant to this Agreement.

(f) No Default. No default or event of default has occurred and is continuing, and no event has occurred and is continuing which with the lapse of time or the giving of notice, or both, would constitute a default or an event of default in any material respect on the part of the City under this Agreement.

(g) Construction Permits. Except as otherwise provided herein, the City has no reason to believe that the governmental permits and licenses required by the Company to be issued by the City to construct, occupy and operate the Project will not be issued in a timely manner in order to permit the Project to be constructed pursuant to this Agreement.

(h) Compliance with Laws. The City is in compliance with all Applicable Laws and Requirements with respect to any of its affairs, business, and operations as contemplated by this Agreement.

The representations and warranties set forth in this **Section 2.01** shall survive Closings.

Section 2.02. Representations and Warranties of the Company. The Company hereby represents and warrants to the City that:

(a) Due Authority. The Company has all necessary power and authority to execute and deliver and perform the terms and obligations of this Agreement and to execute and deliver the documents required of the Company herein, and such execution and delivery has been duly and validly authorized and approved by all necessary proceedings. Accordingly, this Agreement constitutes the legal, valid and binding obligation of the Company, enforceable in accordance with its terms.

(b) No Defaults or Violation of Law. The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of the terms and conditions hereof do not and will not conflict with or result in a breach of any of the terms or conditions of any corporate or organizational restriction or of any agreement or instrument to which it is now a party, and do not and will not constitute a default under any of the foregoing. To its knowledge the Company is not in default of its obligations under any other agreement related to the Project Site or the Project, and the execution and performance of the Company's obligations hereunder will not constitute a default under any agreement to which the Company is a party.

(c) No Litigation. No litigation, proceedings or investigations are pending or, to the knowledge of the Company (including the knowledge of any member of the Company executing this Agreement), threatened against the Project or the Company (or any member or Affiliate of the Company) related to the Project. In addition, no litigation, proceedings or investigations are pending or, to the knowledge of the Company (including the knowledge of any member of the Company executing this Agreement), threatened against the Company (or any member or Affiliate of the Company) seeking to restrain, enjoin or in any way limit the approval or issuance and delivery of this Agreement or which would in any manner challenge or adversely affect the existence or powers of the Company (or any member or Affiliate of the Company) to enter into and carry out the transactions described in or contemplated by the execution, delivery, validity or performance by the Company (or any member or Affiliate of the Company) of, the terms and provisions of this Agreement, or that would have a material adverse effect on the financial condition of the Company (or any member or Affiliate of the Company).

(d) No Material Change. (i) The Company has not incurred any material liabilities or entered into any material transactions other than in the ordinary course of business and the transactions contemplated by this Agreement and (ii) there has been no material adverse change in the business, financial position, prospects or results of operations of the Company, or any Affiliate of the Company, which could affect the Company's ability to perform its obligations pursuant to this Agreement.

(e) Governmental or Corporate Consents. No consent or approval is required to be obtained from, and no action need be taken by, or document filed with, any governmental body or corporate entity in connection with the execution, delivery and performance by the Company of this Agreement, other than the permits, licenses, consents, approvals and other authorizations that the Company commits to obtain and comply with as set forth in **Section 4.02** hereof.

(f) No Default. No default or event of default has occurred and is continuing, and no event has occurred and is continuing which with the lapse of time or the giving of notice, or both, would constitute a default or an event of default in any material respect on the part of the Company under this Agreement, or any other material agreement or material instrument to which the Company is a party or by which the Company is or may be bound.

(g) Approvals. Except as otherwise provided herein, the Company and its Affiliates have received and are in good standing with respect to all certificates, licenses, inspections, franchises, consents, immunities, permits, authorizations and approvals, governmental or otherwise, necessary to conduct and to continue to conduct their business as heretofore conducted by it and to own or lease and operate their properties as now owned or leased by it.

(h) Compliance with Laws. The Company is in compliance with all Applicable Laws and Requirements with respect to its affairs, business, and operations as contemplated by this Agreement.

The representations and warranties set forth in this **Section 2.02** shall survive the Closings and termination of this Agreement.

ARTICLE III

DEVELOPMENT OBLIGATIONS

Section 3.01. Commencement and Completion of the Project.

(a) The City and the Company acknowledge that (1) the Project is expected to consist of multiple buildings constructed over several years, (2) the exact schedule for construction will depend on future market conditions, and (3) the exact size of the buildings to be constructed will depend on market conditions and tenant preferences. However, notwithstanding the foregoing, the Company will commence construction for the Infrastructure as soon as reasonably practicable after approval of the Plan. Commencement of construction shall be determined by the physical movement of dirt or land and substantial completion shall be determined by the City's acceptance or deemed acceptance of a Certificate of Substantial Completion for each phase, including the phase for the Infrastructure, pursuant to **Exhibit C**.

(b) The Company will construct the buildings to be included as part of the Project as market conditions permit with ultimate build out anticipated to include between 1,750,000 and 3,500,000 square feet of Class A commercial/industrial/warehouse development, unless otherwise agreed to by the City Manager, which agreement shall not be unreasonably withheld, conditioned or delayed. The Company will use commercially reasonable efforts to commence construction of the first building as soon as possible (subject to market conditions) and on each subsequent building within twenty-four (24) months following the issuance of a Certificate of Substantial Completion for the previous building or phase. Commencement of construction shall be determined by the pouring of the building foundation and substantial completion shall be determined by the City's acceptance or deemed acceptance of a Certificate of Substantial Completion for each phase pursuant to **Exhibit C**.

(c) The Company will use commercially reasonable efforts to market the Project Site to potential tenants or other users until all buildings included in the Project are leased or sold on or before December 31, 2031 (or a later date not to exceed ten (10) years following approval of the Plan if approved by the City Council in its sole determination upon receipt of satisfactory evidence from the Developer detailing how national or local economic or market conditions impaired the ability to complete all portions of the Project prior to five years from the date of approval of the Plan).

(d) Upon reasonable advance notice, the Company and its project teams shall meet with the City Manager and such other City staff and consultants as designated by the City Manager to review and discuss the design and construction of the Project to enable the City to monitor the status of construction and to determine that the Project is being completed in accordance with this Agreement and Applicable Laws and Requirements.

(e) Construction of the Project shall be pursued in a good and workmanlike manner in accordance with the terms of this Agreement.

(f) In the event the Company does not complete the entire development project within the outside dates set forth above and/or in the event the aggregate square footage or monetary investment does not exceed the amounts set forth herein, the City's sole remedy is to terminate this Agreement as to the remaining undeveloped land (i.e. future phases), but the City shall not be entitled to terminate tax abatement and related economic incentives as to any completed phases of the Project or as to those phases of the Project under construction as of the time of such termination. The parties acknowledge that these are performance goals, but do not amount to an Event of Default under this Agreement.

(g) Prior to commencement of each phase of the Project, the Company, or any assignee hereunder, shall provide the City with evidence of net worth in excess of \$3,000,000.

ARTICLE IV

COMPLIANCE WITH CITY ORDINANCES

Section 4.01. General. Except as otherwise provided herein, the Company will work with the City in order to comply with all Applicable Laws and Requirements and the City’s ordinances, rules and procedures in connection with the Project.

Section 4.02. Permits and Approvals.

(a) The Company will obtain and comply with any necessary permits, licenses, fees, consents, approvals, and other authorizations required from Governmental Authorities, including those required by Environmental Laws (the “**Permits**”), and the City will cooperate with the Company to obtain any and all such Permits and shall use reasonable efforts to expedite any such Permits which are within the City’s control.

(b) The City's application for the Missouri Department of Transportation (MoDOT) Governor's Transportation Cost Share Program for Dean and 195th Street Roadway Improvements (the “Dean/195th Street Road Improvements”) was selected to receive \$4,094,666.04 of the Governor's Transportation Cost Share funds by their Cost Share Committee at their meeting on December 14, 2022 (the “Cost Share Funds”). Final approval from the Missouri Highways and Transportation Commission (MHTC) was awarded at their meeting on January 4, 2023.

From the Cost Share Funds, the Company will be reimbursed up to \$2,751,933 for their costs associated with Dean Avenue and 195th Street improvements to the extent those funds are available from Cost Share Funds. If for any reason, the Company is not reimbursed from the Cost Share Funds the amount of \$2,751,933 following the completion of the roadway improvements or by the date of December 31, 2024, the City shall waive or reimburse up to \$1,250,000 in Excise Tax Fees and Building Permit Fees associated with future development by the Company at the Project Site to provide funds sufficient to reimburse the Company up to \$2,751,933 for costs related to the Dean/195th Street Road Improvements.

ARTICLE V

DESIGN OF THE PROJECT

Section 5.01. General. The Company will provide the City with any necessary plans and specifications for the purpose of reviewing Land Use Applications for the Project. The City agrees to cooperate with the Company and to process and timely consider all complete applications as received, all in accordance with the adopted municipal codes and laws of the State; provided, however, that nothing herein contained shall be construed as the City’s current approval of, or acquiescence to, any approvals, the parties acknowledging that such matters can only be approved by the City in the proper exercise of its municipal functions through appropriate governmental procedures.

Section 5.02. Final Plans and Specifications. The Company will prepare and submit a site plan of the Project for the City’s review in accordance with the City’s site plan review process. The City and Company agree that (1) the approved site plan shall guide the design and construction of the Project; and (2) the Company may make changes from time to time to the approved site plan, as permitted by the City code.

ARTICLE VI

CONSTRUCTION

Section 6.01. General. The Company will diligently proceed with the construction of the Project upon delivery of reasonable advance notice from the Company to the City.

Section 6.02. Reserved.

Section 6.03. Changes. Following approval of the final plans and specifications for the Project pursuant to **Section 5.02** above, the Company will provide written notice to the City of any material changes in the plans and specifications for the City's review and approval of such changes which shall not be unreasonably withheld, conditioned or delayed.

Section 6.04. Insurance.

(a) During the performance of its obligations under this Agreement, the Company shall cause the Leased Property to be continuously insured against such risks and in such amounts, with such deductible provisions as are customary in connection with the construction and operation of facilities of the type and size comparable to the Project. The Company shall carry and maintain, or cause to be carried and maintained, and pay or cause to be paid in a timely manner the premiums for at least the following insurance with respect to the Leased Property (unless the requirement therefor shall be waived by the City in writing):

(i) Commercial general liability ("CGL") insurance providing coverage for those liabilities which is equal or broader than that currently covered by a CGL policy (a standard ISO CGL form) including at least the following hazards: (1) premises and operations; (2) products and completed operations; and (3) contractual liability (including coverage of indemnification provisions pursuant to this Agreement); such insurance to be on an "occurrence" form with a combined limit of not less than the maximum amount of liability as published annually by the Department of Insurance in the Missouri Register, in accordance with Section 537.610 RSMo which is made applicable to political subdivisions pursuant to Section 537.600, RSMo;

(ii) Workers' compensation insurance or self-insurance, subject to statutory limits and employer's liability insurance with a limit of at least \$1,000,000 per accident and per disease per employee, and \$1,000,000 for disease aggregate in respect of any work or operations on or about the Leased Property, or in connection with the Leased Property or its operation if applicable in accordance with the applicable worker's compensation laws.

(b) The Company shall at their sole cost and expense obtain and shall maintain throughout the term of the Lease, a policy or policies of insurance (including, if appropriate, builder's risk insurance during construction) to keep the Project constantly insured against loss or damage by fire, lightning and all other risks covered by the extended coverage insurance endorsement then in use in the State of Missouri in an amount equal to the full insurable value thereof (subject to reasonable loss deductible provisions).

(c) In the event of loss or damage to any of the Project, the Net Proceeds of property insurance carried pursuant to this Section shall be applied as provided in **Sections 9.08** and **9.09** of this Agreement.

(d) Each insurance policy obtained in satisfaction of the foregoing requirements:

(i) shall be by such insurer or insurers as shall be financially responsible, and shall have a rating equal to or higher than A- or better by Best Insurance Guide and Key Ratings or shall be acceptable to the City as evidenced by a written certificate delivered to the City, and

(ii) shall be in such form and with such provisions as are generally considered standard provisions for the type of insurance involved as evidenced by a written report delivered to the City.

(e) A certificate or certificates of the insurers that such insurance is in full force and effect, shall be deposited with the City and, prior to expiration of any such policy, the Company shall furnish the City with satisfactory evidence that such policy has been renewed or replaced or is no longer required by this Agreement; provided, however, the Company may choose to satisfy this requirement by providing blanket policies now or hereafter maintained by the Company if the City's insurance consultant certifies to the effect that such coverage is substantially the same as that provided by individual policies. All policies evidencing such insurance required to be obtained under the terms of this Agreement shall provide for prior written notice to the City of any cancellation or reduction in amount of coverage.

(f) In accordance with section 427.120 of the Revised Statutes of Missouri, as amended, in the event the Company shall fail to maintain, or cause to be maintained, the full insurance coverage required by this Agreement, the City shall provide notice of such failure to the Company. In the event the Company does not provide evidence of such insurance within ten (10) days of such notice, the City may (but shall be under no obligation to) contract for the required policies of insurance and pay the premiums on the same; and the Company agrees to reimburse the City to the extent of the amounts so advanced, with interest thereon at the rate of 7% per annum. The City shall notify the Company in writing that the Company has failed to maintain the insurance coverage required by this Agreement prior to purchasing any such insurance. This insurance obtained by the City may, but need not, protect the Company's interests. The coverage that the City may purchase may not pay any claim that the Company may make or any claim that may be made against the Company in connection with the Project. The Company may later cancel any insurance purchased by the City, but only after providing evidence that the Company has obtained insurance as required by this Agreement. The costs of the insurance obtained by the City may be more than the cost of insurance the Company may be able to obtain on their own.

(g) The City shall be named as an additional insured on all policies, if and to the extent that the City has an insurable interest, including all policies on which the Company is named as an insured. Nothing in this Agreement shall be deemed to waive the City's sovereign immunity or a defense against any tort claim based on sovereign immunity.

(h) Company shall not permit its general contractor to commence or continue work until they shall have obtained or caused to be obtained all insurance required under this Section and the City's Applicable Laws and Requirements. Company shall also require its general contractor to require all of its subcontractors to obtain all insurance required under this Section and the City's Applicable Laws and Requirements (unless general contractor's insurance satisfies all of the requirements above and covers the applicable subcontractor(s)). Said insurance shall be maintained in full force and effect until the issuance of a Certificate of Completion of Construction for the phase of improvements being constructed by such contractor or subcontractor.

Section 6.05. Right-of-Way and Easement Dedication. The Company will cooperate with the City to dedicate to the City, at no cost to the City, certain right-of-way and easements over the Project Site which are, in the City's judgment, reasonably necessary for the ownership, operation and maintenance of any public facilities which will be dedicated to the City in connection with the Project. The form of any such right-of-way and/or easements shall be acceptable to the City and the Company.

The City shall be under no obligation to accept the dedication or conveyance of any right-of-way or easements until the City has determined that the right-of-way or easements are necessary for the ownership, operation and maintenance of any public facilities which will be dedicated to the City in connection with the Project, and that any public facilities which will be dedicated to the City in connection with the Project have been inspected and approved to the reasonable satisfaction of the City.

Section 6.06 Liens. The Company will complete the Project free of any laborer's, materialmen's, mechanic's or other similar liens (and excepting, further, liens associated with Company's financing of the Project) ("**Lien**") and shall not permit any Lien to be filed or otherwise imposed on any part of the Project or the Leased Property; provided, however, that the Company shall not be in default if Liens are filed or established and Company contests in good faith said Liens and in such event may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom.

Section 6.07. Bonds. For the Project and any public facilities which will be dedicated to the City in connection with each phase of the Project, the Company will, or will ensure that its contractors shall, provide for the following bonds:

(a) Performance Bond and Payment Bond. Prior to the issuance of Bonds and commencement of construction on any portion of the Project, including any construction on public property including but not limited to the State of Missouri or the City, and ending upon completion of the Project and the acceptance of any public facilities which will be dedicated to the City in connection with the Project, the Company shall, or shall ensure that its contractors shall, maintain a performance and payment bond in a form approved by the City Attorney, in an amount equal to the cost of the Project and any other public facilities which will be dedicated to the City in connection with the Project covered by such bond, as determined by the City Engineer, conditioned upon the faithful performance of the provisions, terms and conditions of the construction contract. The payment bond shall be delivered in compliance with Section 107.170 of the Revised Statutes of Missouri, as amended. The performance and payment bond shall name the City as an obligee, with a waiver of the right of the contractor to sue the City, and copies of certificates of such bond shall be delivered to the City.

(b) Maintenance Bonds. Prior to acceptance and dedication of any public facilities which will be dedicated to the City in connection with the Project, the Company shall, or shall ensure that its contractors shall, provide a maintenance bond in a form approved by the City Attorney, in an amount equal to the full cost of any public facilities which will be dedicated to the City in connection with the Project as approved by the City Engineer, which shall be in effect for a term of two (2) years from the date that the City issues a Certificate of Completion of Construction for such improvements covered by the bond, conditioned upon the faithful performance of the provisions, terms and conditions of the construction contract. The maintenance bond shall name the City as an obligee and copies of certificates of such bond shall be delivered to the City. With respect to maintenance issues which may arise after dedication of the improvements to the City, the City shall first make any claim which arises related to such improvements for which a bond claim may be made against the bonding company, and shall make reasonable efforts to pursue the claim, prior to making demand upon the Company to satisfy the claim.

(c) Indemnity for Failure to Provide Bonds. The Company shall, or shall ensure that the Company's contractors shall, indemnify the City and its officers and employees for any damage resulting to the City, its officers or employees from failure of the Company to provide the bonds set forth in this Section.

(d) One or More Construction Contracts. The Company may enter into one or more construction contracts related to the construction of the Project. The Company will be required to obtain a construction permit for each construction contract entered into related to the Project and provide a

payment bond in the amount of each such construction contract in compliance with this **Section 6.07** prior to commencement of work related to the Project.

Section 6.08. PILOT Reserve Account / Deed of Trust.

(a) On or prior to the issuance date of Bonds (and as a condition precedent to the issuance of the Bonds), the Company shall deposit the amount equal to the PILOT Payment to be made for the next year (the “PILOT Reserve Requirement,” which shall be increased in each year prior to the year of an adjustment to the amount of the PILOT Payment) to an account held by a financial institution designated in writing by the City (the “PILOT Reserve Account”), by check or electronic transfer at the direction of the City. The City shall hold the PILOT Reserve Account separate and apart from other funds of the City. If, by 5:00 P.M. on any date on which a PILOT Payment is due under this Agreement (or the following business day if such date does not fall on a business day), the City has not received payment from the Company in the amount of the PILOT Payment due on such date, the City may withdraw an amount equal to such PILOT Payment from the PILOT Reserve Account and apply such funds to the payment of such PILOT.

(b) If any funds are withdrawn from the PILOT Reserve Account in accordance with subsection (a), above, the Company shall replenish the balance of the PILOT Reserve Account to the PILOT Reserve Requirement within 20 days after receipt by the Company of written notice sent by the City by certified or electronic mail stating the failure to receive payment of the PILOT, the amount of funds withdrawn from the PILOT Reserve Account and applied to payment of the PILOT, and the difference between the balance in the PILOT Reserve Account and the PILOT Reserve Requirement, which is to be replenished by the Company. Failure by the Company to replenish the PILOT Reserve Account within such 20-day period by check or electronic transfer to the City shall constitute an Event of Default for purposes of this agreement and the Lease without the passage of additional time or opportunity for cure.

(c) Any interest earnings on funds held in the PILOT Reserve Account shall be the property of the Company. If requested by the Company after payment of the PILOT due on December 1 in any year, the City shall remit by check to the Company any amounts in the PILOT Reserve Account in excess of the PILOT Reserve Requirement (provided that no such remittance shall be required for an amount less than \$1,000).

(d) On December 1 in the final year of Tax Abatement, the balance of the PILOT Reserve Account shall be applied by the City to payment of the PILOT due on such date. Any amounts remaining in the PILOT Reserve Account after payment of all PILOTs due and owing on such date shall be promptly returned to the Company.

(e) In lieu of the PILOT Reserve Requirement, prior to the issuance date of the Bonds (and as a condition precedent to the issuance of the Bonds), the Company may elect to allow the City to file a deed of trust securing the Bonds and the payments to be made by the Company pursuant to this Agreement and the Lease Agreement, in a form mutually agreed upon by the Company and the City. If such a deed of trust is included in the transcript of proceedings relating to the Bonds, this Section shall be of no further effect. The City agrees to subordinate such deed of trust to the mortgage of any lender related to the Project, provided that such mortgage of any lender shall provide for the payment of the PILOT Payment due under this Agreement from enforcement proceeds under such mortgage of a lender related to the Project in the same manner and priority as such proceeds would commonly be applied to the payment of real property taxes (after costs of enforcement/collection but before application to principal of or interest on the loan(s) secured by the mortgage). .

Section 6.09. Certificate of Substantial Completion. After substantial completion of each phase of the Project in accordance with the provisions of this Agreement, the Company will submit a Certificate of Substantial Completion to the City. The Certificate of Substantial Completion shall be in substantially the form attached as **Exhibit C**. The Construction Inspector shall, within thirty (30) days following delivery of the Certificate of Substantial Completion, carry out such inspections as it deems necessary to verify to its reasonable satisfaction the accuracy of the certifications contained in the Certificate of Substantial Completion. The Certificate of Substantial Completion shall be deemed accepted by the City unless, prior to the end of such 30-day period after delivery, the City furnishes the Company with specific written objections to the status of the Project, describing such objections and the measures required to correct such objections in reasonable detail.

ARTICLE VII

DEVELOPMENT INCENTIVES

Section 7.01. Cooperation to Implement Development Incentives. The Company shall cooperate and the City shall use best faith efforts to authorize and implement the issuance of the Bonds, as described in more detail in **Article VIII** below (the “**Tax Abatement**”).

Section 7.02. Timing of Implementation of Development Incentives. The Parties shall cooperate to complete all steps necessary to implement the Tax Abatement for each phase of the Project in order to ensure that the City has adequate time to complete the statutory processes necessary for implementation of the Tax Abatement in time to fully realize the benefits of the Tax Abatement. No Tax Abatement will be provided for any phase of the Project for which Commencement of Construction has not occurred within eight (8) years of approval of the Plan (or a later date not to exceed ten (10) years following approval of the Plan if approved by the City Council in its sole determination upon receipt of satisfactory evidence from the Developer detailing how national or local economic or market conditions impaired the ability to complete all portions of the Project prior to eight years from the date of approval of the Plan).

Section 7.03. Bond Costs. The Company will enter into an engagement letter with Bond Counsel in substantially the form attached hereto as **Exhibit D** whereby the Company agrees to pay all costs associated with the issuance of the Bonds and the approval of the redevelopment plan related to the Project. The Company will also pay the annual fees of the bond trustee for the Bonds.

Section 7.04. Estimate of the Cost of the Project.

(a) The estimated total cost of the Project is between \$200,000,000 and \$350,000,000, which is subject to change in accordance with this Agreement.

(b) As a condition to the continued provision of the Tax Abatement as set forth herein, the Company will be required to make a cumulative minimum investment of \$150,000,000 in the Project as a whole, over eight years (or a later date not to exceed ten (10) years following approval of the Plan if approved by the City Council in its sole determination upon receipt of satisfactory evidence from the Developer detailing how national or local economic or market conditions impaired the ability to complete all portions of the Project prior to eight years from the date of approval of the Plan), starting with the first Tax Abatement period.

(c) In the event the Company does not complete the entire development project within the outside dates set forth above and/or in the event the aggregate square footage or monetary investment does not exceed the amounts set forth herein, the City’s sole remedy is to terminate this Agreement as to the remaining undeveloped land (i.e. future phases), but the City shall not be entitled to terminate tax

abatement and related economic incentives as to any completed Project phase(s) or as to those Project phase(s) under construction as of the time of such termination. The parties acknowledge that these are performance goals, but do not amount to an Event of Default under this Agreement.

Section 7.05. Terms of Abatement and Lease.

(a) Project. The City will consider issuance of the Bonds in one or more series in order to provide Tax Abatement for the Project Site and Project thereon under the Chapter 100 Act for a period of 20 years beginning in the year following the Completion of Construction of each building in the Project. The Project Site and the Project are expected to be exempt from taxation under Chapter 100, but will be subject to the requirement to make PILOT Payments in accordance with **Article VIII** below.

(b) Lease. At all times during the Tax Abatement period for the Project Site, the City must be the legal owner of the Project Site and the Project. The Project Site and the Project will be leased to the Company by the City in accordance with the terms of the Lease. The Lease will be for a term ending in the year the Tax Abatement for the Project Site and the Project ceases. The Company will have the option to purchase the Project Site and the Project at the termination of the Lease at a purchase price to be set forth in the Lease.

Section 7.06. Bonds. Under the Chapter 100 Act, the City has legal authority to take title to the Leased Property as security for bonds issued under the Chapter 100 Act. The Bonds will be issued upon such terms, in such amounts and at such time as shall be satisfactory to the City and the Company, and subject to the conditions of issuance of the Bonds set forth herein. The Bonds will not be an indebtedness or general obligation, debt or liability of the City within the meaning of any constitutional or statutory debt limitation or restriction. The parties hereby agree that the Bonds shall be able to be prepaid at any time without penalty.

Section 7.07. City Approvals.

(a) Prior to the issuance of the Bonds, using information supplied by the Company, the City agrees to prepare a plan and cost-benefit analysis for the Project meeting the requirements of Section 100.050 RSMo, as amended (the “**Plan**”). Approval of the Plan by a majority vote of the governing body of the City shall be a precondition to the issuance of any Bonds by the City for the Project and a precondition to the performance of Developer’s obligations hereunder.

(b) The Company agrees that, so long as the City has legal title to the Leased Property, the City must approve any use or additional development of the Leased Property other than for the Project.

(c) The approval of this Agreement shall not affect or constitute any approval required by any City department or pursuant to any City ordinance, resolution, code, regulation or any other governmental approval required by law, nor does any approval by the City pursuant to this Agreement constitute approval of the quality, structural soundness or safety of any portion of the Project. The City will not unreasonably withhold any consent or approval required by any City ordinance, resolution, code, regulation or any other governmental approval required by law related to the Project; provided that nothing herein shall be construed to obligate the City to grant municipal permits or other approvals the City would not be obligated to grant, acting as a political subdivision, absent this Agreement.

Section 7.08. Sales Tax Exemption.

(a) *Infrastructure*. It is the City and the Company’s expectation that the purchase of any and all materials used in the construction of the Infrastructure shall be exempt from taxation pursuant to

Article III, Section 39(10) of the Missouri Constitution and Section 144.062, RSMo. The City shall issue the Company sales and/or use tax exemption certificates for the purpose of providing the sales and/or use tax exemption on such materials related to the Infrastructure upon execution of this Development and Performance Agreement. The Company will account for all purchases for which the sales tax exemption is used and will provide such accounting to the City at least quarterly. The Company will reimburse the City and/or the other recipients of the sales and/or use tax if it is determined that such exemption was improperly used or that the City did not have the legal authority to issue such certificate for such purposes, and to otherwise indemnify and defend the City pursuant to **Section 10.01** with respect to the use of the sales and/or use tax exemption certificates.

(b) *Buildings.* It is the City and the Company's expectation that the purchase of any and all materials used in the construction of the Project shall be exempt from taxation pursuant to Article III, Section 39(10) of the Missouri Constitution and Section 144.062, RSMo. The City shall issue the Company sales and/or use tax exemption certificates for the purpose of providing the sales and/or use tax exemption on such materials upon issuance of Bonds for the Project, other than for the Infrastructure addressed above. The Company will account for all purchases for which the sales tax exemption is used and will provide such accounting to the City at least quarterly. The Company will reimburse the City and/or the other recipients of the sales and/or use tax if it is determined that such exemption was improperly used or that the City did not have the legal authority to issue such certificate for such purposes, and to otherwise indemnify and defend the City pursuant to Section 10.01 with respect to the use of the sales and/or use tax exemption certificates.

Section 7.09. Issuance of Bonds.

(a) The Company will cooperate with the City in the City's issuance of the Bonds in an amount to be agreed upon by the City and the Company. The Company covenants to cooperate and take all reasonable actions necessary to assist the City and its Bond Counsel and financial advisors in the preparation of the Financing Documents to issue the Bonds.

(b) At the time of issuance of the Bonds, the Company further agrees (i) to provide a closing certificate in a form mutually agreeable to the Parties (which shall include a certification regarding the accuracy of the information relating to the Company and the Project), and (ii) to cause their counsel to provide a legal opinion, subject to reasonable assumptions, qualifications and limitations.

Section 7.10. City to Select Bond Counsel, Bond Trustee, and Financial Advisor. The City shall have the right to select the designated Bond Counsel, bond trustee and the financial advisor (and such additional consultants as the City deems necessary for the issuance of the Bonds).

ARTICLE VIII

**PROPERTY TAX EXEMPTION;
PILOT PAYMENTS**

Section 8.01. Property Tax Exemption. So long as the City owns title to the Project Site and the Project, the City expects that such Project Site and Project shall be exempt from *ad valorem* taxes on real property. The Project Site and Project will be leased to the Company. The Company will receive twenty years of abatement for each phase of the Project beginning in the year subsequent to the Completion of Construction, subject to the requirement to make PILOT Payments as set forth in this **Article VIII**.

The Company covenants and agrees that during each year a Project Site and Project are exempt from *ad valorem* taxes by reason of the City owning title, the Company will make annual payments in

lieu of taxes to the City (each such payment, a “**PILOT Payment**”) as described in this **Article VIII** relating to such phase of the Project. The City and the Company hereby agree that the Tax Abatement provided by this Agreement shall only apply to the property financed with the proceeds of the Bonds (i.e., property constituting a Project) and shall not apply to property not financed with proceeds of the Bonds.

Section 8.02. Payments in Lieu of Taxes.

(a) The City intends to issue the Bonds in one or more series and to extend Tax Abatement to the Company. Each Project Site will be leased to the Company pursuant to a Lease. The Company will be required to make a PILOT Payment equal to 100% of the taxes that would otherwise be due for the Project Site in each year in which the City owns the Project Site but the 20-year period of Tax Abatement has not yet begun. Upon commencement of the 20-year period of Tax Abatement for the Project Site in the year subsequent to the Completion of Construction, the Company will be required to make PILOT Payments in the amounts shown below during each year of the 20-year period of Tax Abatement to be provided to each phase of the Project. The Company will be required to make PILOT Payments to the City on or before each December 1 in years that PILOT Payments are due.

Years 1-5	\$0.03 per square foot of building area
Years 6-8	\$0.06 per square foot of building area
Years 9-10	\$0.08 per square foot of building area
Years 11-12	\$0.11 per square foot of building area
Years 13-15	\$0.46 per square foot of building area
Years 16-20	\$0.71 per square foot of building area

(b) The “building area” set forth in subsection (a) above shall be determined by calculating the total square footage of vertical building space constructed upon the Project Site, whether or not such space is leasable or leased, and is measured based upon the perimeter of the building constructed and will not include areas of multiple floors, if any, within the building.

(c) The Company will be required to exercise its option pursuant to a Lease to purchase the Project Site and Project no later than December 31 of the twentieth year of the Tax Abatement. If title to the Project Site and Project has not been transferred by the City to the Company before such December 31, then on the following December 1, and each year thereafter until title to the Project Site and Project is transferred to the Company, the Company will be required to pay to the City a PILOT Payment equal to 100% of the amount that would otherwise be payable to each taxing jurisdiction but for the City’s ownership thereof.

Section 8.03. Distribution of PILOTS. Within 30 days of the date of receipt of the PILOT Payments pursuant to **Section 8.02**, the City or other designated billing/collection agent shall distribute the PILOT Payment among the taxing jurisdictions in proportion to the amount of taxes which would have been paid in each year had the Project not been exempt from taxation pursuant to this Agreement.

Section 8.04. Obligation of City to Effect Tax Abatement. The City agrees to take all actions within its control to obtain and/or maintain in effect the exemption referred to in **Section 8.01** above, including any filing required with any governmental authorities; provided, however, the City shall not be liable for any failure of any governmental taxing authority to recognize the exemption provided herein. The City covenants that it will not voluntarily take any action that may cause or induce the levy or assessment of *ad valorem* taxes on the Project. In the event such a levy or assessment should occur, the City shall, at the Company’s request and at the Company’s expense, fully cooperate with the Company in all reasonable ways to prevent and/or remove any such levy or assessment against the Project.

Section 8.05. Administration Costs. Under Section 100.050 of the Chapter 100 Act, the City may require the Company to reimburse the City for its actual costs of issuing the Bonds and administering the Plan including costs associated with this Agreement, in an amount of no greater than \$2,500 per year. The City will provide a statement for such costs to the Company not later than November 15th of each year and the Company will reimburse the City for its costs on or before December 1 of each year continuing until December 1 of the year in which this Agreement expires or is terminated.

Section 8.06. Other Property Taxes in Connection with the Project. The real property tax exemption provided by the City's ownership of the Project is expected to apply to all interests in the Project during the period they are owned by the City. If any *ad valorem* property taxes are levied by or on behalf of any Taxing Jurisdiction against any interest in the Project during the period the City owns the Project (including, without limitation, any *ad valorem* taxes levied against the Company's rights in the Lease), the amount of *ad valorem* tax payments related to such levy or levies which are paid by the Company and received by the City shall be credited against and reduce on a *pro rata* basis the amount of the PILOT Payments the Company is obligated to pay pursuant to this Agreement. The Company shall be responsible for any taxes related to any interest in the Project which the Company owns in its own name or granted to the Company other than pursuant to the Lease.

Section 8.07. Cessation of Operations at the Project Site.

If for any reason the Company completely abandons or ceases leasing or marketing activity at the Project Site during the term of this Agreement for a period of at least 180 consecutive days, and the Company fails to exercise its option to purchase the applicable portions of the Project Site within 180 days after such abandonment or cessation of leasing or marketing activity, the Company shall make a PILOT Payment to the City (to be distributed as provided in **Section 8.02**) with respect to the abandoned Project Site equal to 100% of the amounts that would otherwise be payable to each taxing jurisdiction if the Project Site was not owned by the City. Such payment shall be made on or before December 1 in the year in which the Company completely vacates, abandons or ceases operations and on each December 1 thereafter for each year in which the Project is, on January 1 of such year, still titled in the name of the City, and the Company has completely vacated, abandoned or ceased operations at a Project Site. The termination of a sublease of any portion of the Project Site shall not be considered abandonment or cessation of leasing and marketing activities by itself.

Section 8.08. No Abatement on Special Assessments, Licenses or Fees. The City and the Company hereby agree that the property tax exemptions described in this Agreement shall not apply to special assessments and shall not serve to reduce or eliminate any other licenses or fees owing to the City or any other taxing jurisdiction with respect to the Project. The Company hereby agrees to make payments with respect to all special assessments, licenses and fees which would otherwise be due with respect to the Project if such Project was not owned by the City.

ARTICLE IX

COVENANTS AND AGREEMENTS

Section 9.01. Inspection. The City may conduct such periodic inspections of the Project as may be generally provided in the City's ordinances. In addition, the Company agrees that the City and its duly authorized agents shall have the right at reasonable times (during business hours), subject to at least five business days' advance written notice and to the Company's usual business proprietary, safety and security requirements, to enter upon the Project Site to examine and inspect the Project and only such records of the Company as may be required to demonstrate compliance with this Agreement.

Section 9.02. Compliance with Laws. To the best of the Company's knowledge, the Project is and will be in material compliance with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, executive orders and codes pertaining to or affecting the Project, including Environmental Laws, subject to all applicable rights of the Company to contest the same.

Section 9.03. Purchase, Construction, Improvement, Installation and Operation. The Project will be purchased, constructed, improved, installed and operated in a manner that is generally consistent with the intent of the Project described herein and in the Lease.

Section 9.04. Maintenance of Existence. The Company agrees that prior to Completion of Construction, they will maintain their corporate or limited liability company existence, and will not dissolve or otherwise dispose of all or substantially all of their assets; provided, however, that the Company may, without violating the agreement contained in this Section, consolidate with or merge into another domestic corporation or limited liability company (i.e., a corporation incorporated and existing under the laws of one of the states of the United States) or permit one or more other domestic corporations or limited liability companies to consolidate with or merge into them, or may sell or otherwise transfer to another domestic corporation or limited liability company all or substantially all of their assets as an entirety and thereafter dissolve, provided, the surviving, resulting or transferee corporations or limited liability companies expressly assume in writing all the obligations of the Company contained in this Agreement; and, further provided, that the surviving, resulting or transferee corporations or limited liability companies, as the case may be, have a consolidated net worth (after giving effect to said consolidation, merger or transfer) at least equal to or greater than that of the Company immediately prior to said consolidation, merger or transfer and there shall be delivered to the City and the Trustee a Certificate of an independent certified public accountant to such effect. The term "net worth", as used in this Section, shall mean the difference obtained by subtracting total liabilities (not including as a liability any capital or surplus item) from total assets of the Company and all of its subsidiaries.

Section 9.05. Maintenance and Repairs. Throughout the term of each Lease, the Company shall, at its own expense, (i) keep or cause to be kept the Leased Property in reasonably safe operating condition and keep or cause to be kept the Leased Property in good repair, reasonable wear, tear, depreciation and obsolescence excepted, making from time to time all repairs thereto and renewals and replacements thereof it determines to be necessary and (ii) keep the Leased Property and all parts thereof free from filth, nuisance or conditions unreasonably increasing the danger of fires.

Section 9.06. Taxes, Assessments and Other Governmental Charges.

(a) Subject to subsection (b) of this Section, the Company shall promptly pay and discharge, as the same become due, all taxes and assessments, general and special, and other governmental charges of any kind whatsoever that may be lawfully taxed, charged, levied, assessed or imposed upon or against or be payable for or in respect of the Leased Property, or any part thereof or interest therein (including the leasehold estate of the Company therein) or any buildings, improvements, machinery and equipment at any time installed thereon by the Company, or the income therefrom, including any new taxes and assessments not of the kind enumerated above to the extent that the same are lawfully made, levied or assessed in lieu of or in addition to taxes or assessments now customarily levied against real or personal property, and further including all utility charges, assessments and other general governmental charges and impositions whatsoever, foreseen or unforeseen, which if not paid when due would impair the security of the Bonds or encumber the City's title to the Leased Property; provided that with respect to any special assessments or other governmental charges that are lawfully levied and assessed which may be paid in installments, the Company shall be obligated to pay only such installments thereof as become due and payable during the term of a Lease.

(b) Notwithstanding any other provision of this Agreement to the contrary, nothing in this Agreement shall be construed to limit or in any way restrict the availability of any provision of Missouri law which confers upon the Company the right to appeal, protest or otherwise contest any property tax valuation, assessment, classification or similar action.

(c) Nothing in this Agreement shall be construed to require the Company to make duplicate tax payments. The Company shall receive a credit against any payments in lieu of taxes due under **Article VIII** hereof to the extent of any ad valorem taxes imposed with respect to the Project paid pursuant to this Section.

Section 9.07. Permits and Authorizations. The Company shall not do or permit others under their control to do any work on the Project related to any repair, rebuilding, restoration, replacement, modification or addition to the Project, or any part thereof, unless all requisite municipal and other governmental permits and authorizations shall have been first procured. The City agrees to act promptly on all requests for such municipal permits and authorizations. All such work shall be done in a good and workmanlike manner and in strict compliance with all applicable material building and zoning laws and governmental regulations and requirements, and in accordance with the requirements.

Section 9.08. Damage or Destruction.

(a) If a phase of the Project is damaged or destroyed by fire or any other casualty, whether or not covered by insurance, the Company, as promptly as practicable, shall repair, restore, replace or rebuild the same so that upon completion of such repairs, restoration, replacement or rebuilding such phase of the Project is of a value not less than the value thereof immediately prior to the occurrence of such damage or destruction. The Net Proceeds of casualty insurance required by **Section 6.04** hereof received with respect to such damage or loss to a phase of the Project shall be used to pay the cost of repairing, restoring, replacing or rebuilding the phase of the Project or any part thereof. Insurance monies in an amount less than \$1,000,000 may be paid to or retained by the Company to be held in trust and used as provided herein. Insurance monies in any amount of \$1,000,000 or more shall be paid to the Trustee and deposited in the Project Fund and shall be disbursed as provided in **Section 4.4** of the Lease to pay the cost of repairing, restoring, replacing or rebuilding the Project or any part thereof.

(b) If any of the insurance monies paid by the insurance company as hereinabove provided remain after the completion of such repairs, restoration, replacement or rebuilding, and this Agreement has not been terminated, the excess shall be deposited in the Bond Fund created under the Indenture in the subaccount relating to the applicable portion of the Project damaged or destroyed, subject to the rights of any leasehold mortgagee. Completion of such repairs, restoration, replacement or rebuilding shall be evidenced by a certificate of completion in a form satisfactory to the City and Trustee. If the Net Proceeds are insufficient to pay the entire cost of such repairs, restoration, replacement or rebuilding, the Company shall pay the deficiency.

(c) Except as otherwise provided in this Agreement, in the event of any such damage by fire or any other casualty, the provisions of this Agreement shall be unaffected and the Company shall remain and continue liable for the payment of all PILOT Payments and all other charges required hereunder to be paid by the Company, as though no damage by fire or any other casualty has occurred.

(d) The City and the Company agree that they will cooperate with each other, to such extent as such other party may reasonably require, in connection with the prosecution or defense of any action or proceeding arising out of, or for the collection of any insurance monies that may be due in the event of,

any loss or damage, and that they will execute and deliver to such other parties such instruments as may be required to facilitate the recovery of any insurance monies.

(e) The Company agrees to give prompt notice to the City and the Trustee with respect to all fires and any other casualties occurring in, on, at or about the Project Site.

(f) The Company shall not, by reason of its inability to use all or any part of the Project during any period in which the Project is damaged or destroyed or are being repaired, rebuilt, restored or replaced, nor by reason of the payment of the costs of such rebuilding, repairing, restoring or replacing, be entitled to any reimbursement from the City, the Trustee or the Bond owners or to any abatement or diminution of the amounts payable by the Company under this Agreement or of any other obligations of the Company under this Agreement except as expressly provided in this Section.

Section 9.09. Lender Approval. Notwithstanding any of the requirements contained in **Section 9.08** above, the proceeds of any insurance received subsequent to a casualty shall be applied as directed by the financing documents for any lender on the Project Site or as provided in any leases with tenants occupying a building on the Project Site.

Section 9.10. Environmental Requirements. As used in this Section, the following terms have the following meanings:

“Hazardous Substances” means all (i) “hazardous substances” (as defined in 42 U.S.C. §9601(14)), (ii) “chemicals” subject to regulation under Title III of the Superfund Amendments and Reauthorization Act of 1986, as amended from time to time (iii) natural gas liquids, liquefied natural gas or synthetic gas, (iv) any petroleum, petroleum-based products or crude oil, or (v) any other hazardous or toxic substances, wastes or materials, pollutants, contaminants or any other substances or materials which are included under or regulated by any Environmental Law.

(a) The Company will provide the City and the Trustee with copies of any notifications of releases of Hazardous Substances or of any environmental hazards or potential hazards which are given by or on behalf of the Company to any federal, state or local or other agencies or authorities or which are received by the Company from any federal, state or local or other agencies or authorities with respect to the Leased Property. Such copies shall be sent to the City and the Trustee concurrently with their being mailed or delivered to the governmental agencies or authorities or within ten days after they are made or received by the Company.

(b) The Company will use its reasonable best efforts to comply with and operate and at all times use, keep and maintain the Leased Property and every part thereof (whether or not such property constitutes a facility, as defined in 42 U.S.C. § 9601 *et. seq.*) in material conformance with all applicable Environmental Laws. Without limiting the generality of the foregoing, the Company will not use, generate, treat, store, dispose of or otherwise introduce any Hazardous Substance into or on the Leased Property or any part thereof nor cause, suffer, allow or permit anyone else to do so except in the ordinary course of the operation of the Company’s business and in compliance with all applicable Environmental Laws.

(c) Prior to the transfer to the City of the Project Site, the Company will deliver to the City a Phase I environmental site assessment addressed to the City, or provide a reliance letter that the City can rely upon the assessment, evidencing that Hazardous Substances do not exist on the Project Site. In the event the Phase I environmental site assessment reports the need for further investigation of the existence of Hazardous Substances on the Project Site, the Company will obtain a Phase II environmental site assessment.

(d) The Company hereby agrees that, anything to the contrary notwithstanding, it will defend, indemnify and hold harmless the City, its governing body members, employees, attorneys and agents against any and all claims, demands, actions, causes of action, loss, damage, injury, liability and/or expense (including reasonable attorneys' fees and court costs) resulting from, arising out of, or in any way connected with the presence of Hazardous Substances on the Project Site.

ARTICLE X

INDEMNIFICATION AND RELEASE

Section 10.01. Indemnity. The Company agrees to indemnify, defend, and hold the City, its officials, agents and employees (collectively, the "**City Indemnified Parties**") harmless from and against any and all suits, claims, costs of defense, damages, injuries, liabilities, costs and/or expenses, including court costs and reasonable attorneys' fees, directly resulting from:

(a) the Company's actions and undertaking in design, construction, leasing, operation and implementation of the Project and the performance of the terms of this Agreement;

(b) the negligence or willful misconduct of the Company, their employees, agents or independent contractors in connection with the design, construction, leasing, operation and implementation of the Project and the performance of terms of this Agreement;

(c) any unreasonable delay or expense resulting from any litigation filed against the Company by any prospective investor, prospective partner or joint venture partner, lender, co-proposer, architect, contractor, consultant or other vendor;

(d) the Company's failure to provide the bonds set forth in **Section 6.07**, as applicable and any liability related to the payment bond required by Section 107.170 of the Revised Statutes of Missouri, as amended;

(e) the Company's Event of Default in any term of this Agreement.

Section 10.02. Notification of Action. In the event any suit, action, investigation, claim or proceeding (collectively, an "**Action**") is begun or made as a result of which the Company may become obligated to one or more of the City Indemnified Parties hereunder, any one of the City Indemnified Parties shall give prompt notice to the Company of the occurrence of such event. After receipt of such notice, the Company may elect to defend, contest or otherwise protect the City Indemnified Parties against any such Action, at the reasonable cost and expense of Company, utilizing counsel of the Company's choice. The City Indemnified Parties shall assist, at Company's sole discretion, in the defense thereof. In the event that the Company shall fail to timely defend, contest or otherwise protect any of the City Indemnified Parties against such Action, the City Indemnified Parties shall have the right to do so, and (if such defense is undertaken by the City Indemnified Parties after notice to the Company asserting the Company's failure to timely defend, contest or otherwise protect against such Action) the reasonable and necessary cost of such defense shall be at the expense of the Company.

Section 10.03. Settlement. Any one of the City Indemnified Parties shall submit to the Company any settlement proposal that the City Indemnified Parties shall receive which may only be accepted with the approval of the Company. Neither the Company nor the City Indemnified Parties will unreasonably withhold its consent to a proposed settlement.

Section 10.04. Survival. The right to indemnification set forth in this Agreement arising during the term of this Agreement shall survive the Closing.

ARTICLE XI

EVENTS OF DEFAULT AND REMEDIES

Section 11.01. Reserved.

Section 11.02. Company Event of Default. Subject to Excusable Delays, a “**Company Event of Default**” shall include the following:

(a) Any representation or warranty made by the Company herein or in any written statement or certificate furnished to the City proves untrue in any material respect as of the date of the issuance or making thereof and shall not be corrected or brought into compliance within forty-five (45) days after there has been given to the Company by the City a written notice specifying such untruth and requiring it to be remedied; provided, that if such untruth cannot be fully remedied within such forty-five (45) day period, but can reasonably be expected to be fully remedied and the Company is diligently attempting to remedy such untruth, such untruth shall not constitute an event of default if the Company shall immediately upon receipt of such notice diligently attempt to remedy such untruth and shall thereafter prosecute and complete the same with due diligence and dispatch;

(b) Substantial default by the Company in the performance or breach of any covenant or agreement of the Company in a Lease, following notice and exhaustion of the right to cure as provided in the Lease;

(c) Failure of the Company to make the PILOT Payments required to be paid hereunder within thirty (30) days after written notice and demand by the City;

(d) Substantial default in the performance or breach of any other covenant or agreement of the Company in this Agreement not specifically covered in (a) through (c) above, and continuance of such default or breach for a period of sixty (60) days after City has delivered to Company a written notice specifying such default or breach and requiring it to be remedied; provided, that if such default or breach cannot be fully remedied within such sixty (60) day period, but can reasonably be expected to be fully remedied and the Company is diligently attempting to remedy such default or breach, such default or breach shall not constitute an event of default if the Company shall, immediately upon receipt of such notice, diligently attempt to remedy such default or breach and shall thereafter prosecute and complete the same with due diligence and dispatch; provided, however, notwithstanding any other provision of this Agreement to the contrary, in no event shall a Company Event of Default be deemed to exist if the facts underlying the specific potential Company Event of Default have been caused by a City Event of Default.

Any such default or breach by the Company applicable to one Project phase shall not affect the rights of Company with respect to the other Project phases, including, without limitation, the Company’s rights to tax abatement as set forth in Article VIII herein. For avoidance of doubt, a default by the Company with respect to one Project phase shall not constitute a default by the Company with respect to the other Project phases.

Section 11.03. City Event of Default. A “**City Event of Default**” shall include the following:

(a) Any representation or warranty made by the City herein proves untrue in any material respect as of the date of the issuance or making thereof and shall not be corrected or brought into compliance within forty-five (45) days after there has been given to the City by the Company a written

notice specifying such untruth and requiring it to be remedied; provided, that if such untruth cannot be fully remedied within such forty-five (45) day period, but can reasonably be expected to be fully remedied and the City is diligently attempting to remedy such untruth, such untruth shall not constitute an event of default if the City shall immediately upon receipt of such notice diligently attempt to remedy such untruth and shall thereafter prosecute and complete the same with due diligence and dispatch; or

(b) The occurrence and continuance of any default in the performance or breach of any covenant or agreement of the City in this Agreement, and continuance of such default or breach for a period of sixty (60) days after there has been given to the City by Company a written notice specifying such default or breach and requiring it to be remedied; provided, that if such default or breach cannot be fully remedied within such sixty (60) day period, but can reasonably be expected to be fully remedied and the City is diligently attempting to remedy such default or breach, such default or breach shall not constitute an event of default if the City shall, immediately upon receipt of such notice, diligently attempt to remedy such default or breach and shall thereafter prosecute and complete the same with due diligence and dispatch; provided, however, notwithstanding any other provision of this Agreement to the contrary in no event will a City Event of Default be deemed to exist if the facts underlying the specific potential City Event of Default have been caused by a Company Event of Default.

Section 11.04. Remedies.

(a) Upon the occurrence of a Company Event of Default, the City shall have the right to pursue any one or more of the following courses of action: (i) to declare an event of default under a Lease; (ii) to take such actions as deemed necessary by the City to remedy the breach, the costs of which may be charged to the defaulting party, or offset against any payments due under this Agreement to the defaulting Party; (iii) to terminate this Agreement with respect to the applicable phase of the Project at issue by written notice to the defaulting party, which termination shall be effective with respect to the applicable phase of the Project as of the effective date which is set forth in said notice (but shall not affect any other Project phase(s) developed hereunder), provided that said effective date shall be at least thirty (30) days after the date of said notice; and (iv) to institute any and all proceedings permitted by law or equity including, without limitation, actions for specific performance and/or damages (but in no event shall the Company be enjoined to construct any improvement).

(b) Upon the occurrence of a City Event of Default, the Company shall have the right to pursue any one or more of the following courses of action: (i) to take such actions as deemed necessary by the Company to remedy the breach, the costs of which may be charged to the City or offset against any payments due under this Agreement to the City; (ii) to terminate this Agreement by written notice to the City, which termination shall be effective as of the effective date which is set forth in said notice, provided that said effective date shall be at least thirty (30) days after the date of said notice; and (iii) to institute any and all proceedings permitted by law or equity including, without limitation, actions for specific performance and/or damages.

(c) Upon a Company Event of Default hereunder this Agreement may be terminated with respect to the applicable Project phase by written notice to the Company from the City. Upon such Project phase termination the Company shall make a PILOT Payment to the City equal to (i) the *pro rata* amount payable pursuant to **Section 8.02** hereof from January 1 of the year in question through the effective date of termination for the applicable Project phase, plus (ii) the *pro rata* amount of taxes that would be due for the remaining portion of the year with respect to the applicable Project phase assuming the Leased Property was not subject to Tax Abatement during such year; provided, however, the payment of PILOT Payments following cessation of marketing or leasing activity shall be governed by **Section 8.07**.

Section 11.05. Enforcement. In addition to the remedies specified in **Section 11.04**, upon the occurrence of a Company Event of Default, the City or any taxing jurisdictions that would benefit from the PILOT Payments provided for in this Agreement may bring an action for specific performance to enforce such payments. In the event of litigation pertaining to the enforcement of this Agreement, the losing party shall pay all costs of litigation, including reasonable attorneys' fees.

ARTICLE XII

MISCELLANEOUS PROVISIONS

Section 12.01. Consents and Cooperation. Wherever in this Agreement the consent or approval of the City is required, such consent or approval shall not be unreasonably withheld, delayed or conditioned, shall be in writing and shall be executed by a duly authorized officer or agent of the party granting such consent or approval. Further, the City and the Company agree to take such reasonable actions as may be necessary to carry out the terms, provisions and intent of this Agreement and to aid and assist each other in carrying out such terms, provisions and intent. Any consent or approval required by the City may be provided by the City Manager and the City Manager may seek the input or a decision from the Mayor or City Council on any matter.

Section 12.02. Relationship. In the performance of this Agreement, the Company shall act solely as an independent contractor. Neither this Agreement nor any agreements, instruments, documents, or transactions contemplated hereby shall in any respect be interpreted, deemed or construed as making the Company a partner, joint venturer with, or agent of, the City. The City and the Company agree that neither party will make any contrary assertion, claim or counterclaim in any action, suit, arbitration or other legal proceedings involving the City and the Company.

Section 12.03. Applicable Law. This Agreement shall be taken and deemed to have been fully executed, made by the parties in, and governed by, the laws of the State of Missouri for all purposes and intents.

Section 12.04. Entire Agreement; Amendment. This Agreement constitutes the entire agreement between the City and the Company with respect to the matters herein and no other agreements or representations other than those contained in this Agreement have been made by the parties. This Agreement shall be amended only in writing and effective when signed by the authorized agents of the City and the Company.

Section 12.05. Counterparts. This Agreement is executed in multiple counterparts, each of which shall constitute one and the same instrument.

Section 12.06. Severability. In the event any section, term or provision of this Agreement is held to be unenforceable by a court of competent jurisdiction, the remainder shall continue in full force and effect to the extent the remainder can be given effect without the invalid provision.

Section 12.07. Limit on Liability. The Parties agree that no official, director, officer, agent, employee, representative, attorney or consultant of the City shall be personally or otherwise in any way liable to the Company in the event of any default, breach or failure of performance by the City under this Agreement or for any amount which may become due to the Company or with respect to any agreement, indemnity, or other obligation under this Agreement.

Section 12.08. Headings. Headings of articles and sections are inserted only for convenience and are in no way to be construed as a limitation or expansion on the scope of the particular articles,

sections or subsections to which they refer. Words in the singular shall include the plural, and vice versa, where appropriate.

Section 12.09. Notices. Any notice, demand, or other communication required by this Agreement to be given by either party hereto to the other shall be in writing and shall be sufficiently given or delivered if dispatched by certified United States First Class Mail, postage prepaid, or delivered personally or by a reputable overnight delivery service:

- In the case of the Company to: VTRE Development, LLC
c/o VanTrust Real Estate, LLC
4900 Main Street, Suite 400
Kansas City, Missouri 64112
Attention: Grant Harrison
- With a copy to: Dentons US LLP
4520 Main Street, Suite 1100
Kansas City, Missouri 64111-7700
Attention: Julia Taylor
- In the case of the City to: City of Raymore, Missouri
100 Municipal Circle
Raymore, MO 64083
Attention: City Manager
- With a copy to: City of Raymore, Missouri
506 Main Street
Raymore, MO 64102
Attention: City Attorney
- With a copy to: Gilmore & Bell, P.C.
2405 Grand Boulevard, Suite 1100
Kansas City, Missouri 64108
Attention: Sid Douglas

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.

Section 12.10. Waiver. The failure of either Party to insist upon a strict performance of any of the terms or provisions of this Agreement, or to exercise any option, right or remedy contained in this Agreement, shall not be construed as a waiver or as a relinquishment for the future of such term, provision, option, right or remedy, but the same shall continue and remain in full force and effect. No waiver by either Party of any term or provision hereof shall be deemed to have been made unless expressed in writing and signed by such Party.

Section 12.11. Negotiation of Agreement. The City and Company are governmental and business entities, respectively, each having been represented and advised by competent counsel, and each has fully participated in the negotiation and drafting of this Agreement and has had ample opportunity to review and comment on all previous drafts. Accordingly, this Agreement shall be construed without regard to the rule that ambiguities in a document are to be construed against the draftsman. No inferences shall be drawn from the fact that the final, duly executed Agreement differs in any respect from any previous draft hereof.

Section 12.12. Tax Implications. The Company acknowledges and represents that (1) neither the City nor any of its officials, employees, consultants, attorneys or other agents have provided to them any advice regarding the federal or state income tax implications or consequences of this Agreement and the transactions contemplated hereby, and (2) the Company is relying solely upon its own tax advisors in this regard.

Section 12.13. Exhibits. All exhibits which are attached or referred to in this Agreement are specifically incorporated herein by reference and form an integral part hereof.

Section 12.14. Agreement to Control. In the event of any conflict between the terms of this Agreement and any Financing Documents, then the provisions of the Financing Documents shall control and supersede the conflict. In the event of any other conflict between the terms of this Agreement and any other agreements between the City and the Company, the provisions of this Agreement shall control and supersede the conflict.

Section 12.15. Term of Agreement. Except as otherwise provided herein, this Agreement shall continue in force for so long as (a) any Bonds shall remain outstanding; or (b) any phase of a Project is titled in the name of the City. This Agreement shall terminate on the retirement of all Bonds issued with respect to the Project.

Section 12.16. Electronic Storage of Documents. The parties agree that the transaction described herein may be conducted and related documents may be sent, received or stored by electronic means.

Section 12.17. Employee Verification. The Company shall comply with and satisfy the requirements of Section 285.530.2, RSMo., as amended, which requires (1) any business entity receiving tax abatement (i.e., the Company) to, by sworn affidavit and provision of documentation, annually affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the business entity receiving tax abatement, and (2) every such business entity to annually sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the entity receiving tax abatement. The Company shall provide such affidavits and documentation to the City Clerk on or before November 15 of each year during the term of this Agreement, beginning November 15, 2023, and also upon execution of this Agreement.

Section 12.18. Survival of Representations. The representations of the Parties set forth in this Agreement shall survive the Closings.

ARTICLE XIII

ASSIGNMENT AND LEASES

Section 13.01. Assignment or Sale Prior to Completion of Construction. Prior to the Completion of Construction of the Project, the Company shall not assign any of its rights hereunder (a “**Transfer**”) without first obtaining the written consent of the City. Notwithstanding the foregoing, the City shall not withhold its consent if it is reasonably satisfied that the proposed assignee has significant experience developing or managing industrial parks and the financial ability to complete and operate the Project. Subject to the requirements of **Section 9.04**, and notwithstanding the foregoing, so long as the Company is not in default hereunder, the Company may (a) consummate a Transfer to an Affiliate without the necessity of obtaining the City’s consent but only upon providing a certificate or letter evidencing that the Affiliate has a net worth (determined in accordance with accounting principles generally accepted in the United States) of at least \$3,000,000, or (b) collaterally assign this Agreement to

lenders providing financing for the Project. Company shall notify City of any Transfer permitted hereunder within ten (10) days of closing on such assignment.

In the event of a Transfer pursuant to this **Section 13.01**, upon delivery to the City of an assumption document as described in **Section 13.02(b)** below, the Company shall be released from any further obligations set forth herein accruing after the date of such assignment.

Section 13.02. Assignment or Sale After Completion of Construction. Following Completion of Construction of the Project, this Agreement and the rights, duties and obligations hereunder as they relate to the each phase of the Project may be fully and freely assigned by the Company subject to the following:

(a) The Company shall represent to the City, and the City shall conclude that, in the sole reasonable opinion of the City the assignee has the financial capability to fulfill the obligations of the Company under this Agreement and possesses the management experience to operate the Project.

(b) Every assignee shall, by instrument in writing, for itself and its successors and assigns, and expressly for the benefit of the City, assume all of the obligations of the Company under this Agreement and any agreements associated with the Tax Abatement and agree to be subject to all the conditions and restrictions to which the Company is subject.

In the event this Agreement is assigned in whole pursuant to this **Section 13.02** upon delivery to the City of the assumption document required by subparagraph (b), the Company shall be released from any further obligations set forth herein accruing after the date of such assignment. The Company shall notify City of any such assignment including presentation of the assumption of obligation instrument at least fifteen (15) days prior to the closing on such assignment. At all times, without the consent of the City, the Company may collaterally assign this Agreement to lenders providing financing for the Project.

Section 13.03. Subleases. The Company shall be permitted to enter into subleases with tenants upon such terms and conditions as the Company deems reasonable. During the term of the Lease (under the Chapter 100 Act) for each applicable Project phase, all such subleases shall include: (i) requirements for each tenant to provide evidence of insurance, naming the City and Bond Trustee as additional insureds (as their interests may appear); and (ii) that such insurance certificates reflect CGL coverage in compliance with the requirements contained in **Section 6.04(a)** of this Agreement. A certificate or certificates of the insurers that such insurance is in full force and effect, shall be provided to the City and the Bond Trustee and, prior to expiration of any such policy, such tenant shall furnish the City and Bond Trustee with satisfactory evidence that such policy has been renewed or replaced or is no longer required by this Agreement; provided, however, the tenant may choose to satisfy this requirement by providing blanket policies now or hereafter maintained by the tenant if the City's insurance consultant certifies to the effect that such coverage is substantially the same as that provided by individual policies. All policies evidencing such insurance required hereunder for such tenant under a sublease shall provide for prior written notice to the City and the Bond Trustee of any cancellation or reduction in amount of coverage.

In addition, each tenant under a sublease for a Project phase shall include the City and the Bond Trustee, their officials, agents and employees (collectively, the "**City Indemnified Parties**") as indemnified parties under the indemnification provision(s) and environmental provision(s) contained in each sublease. The Company, or any successor landlord thereunder, shall provide the City and the Bond Trustee with evidence that the City Indemnified Parties are included as indemnified parties under each applicable sublease during the term of the Lease (under the Chapter 100 Act) for each applicable Project phase.

By means of an example, the Company (or an affiliate of Company), as landlord, shall use commercially reasonable efforts to include indemnification clauses in such subleases substantially as follows:

Claims Arising From Tenant's Use. Except for the Claims waived by Landlord pursuant to this Lease, Tenant will, to the fullest extent allowable under the Laws, indemnify, protect, defend (with counsel reasonably acceptable to Landlord) and hold harmless the Landlord Parties and **City Indemnified Parties** from and against all Claims arising from (a) any use of the Premises or Property by Tenant that violates the terms of this Lease, (b) any breach or default by Tenant in the performance of any of Tenant's covenants or agreements in this Lease, (c) any act, omission, negligence or misconduct of Tenant, (d) any accident, injury, occurrence or damage in or to the Premises, and (e) if caused in whole or in part by Tenant, any accident, injury, occurrence or damage in, about or to the Property.

"Claims" means all claims, actions, demands, liabilities, damages, costs, penalties, forfeitures, losses or expenses including, without limitation, reasonable attorneys' fees and the costs and expenses of enforcing any obligation under this Lease.

Hazardous Materials Indemnification. Tenant, to the fullest extent allowable under the Laws, will indemnify, protect, defend (with counsel reasonably acceptable to Landlord) and hold harmless the Landlord Parties and **City Indemnified Parties** from and against any and all Claims whatsoever arising or resulting, in whole or in part, directly or indirectly, from the presence, treatment, storage, transportation, disposal, release or management of Hazardous Materials in, on, under, about or from the Property (including water tables and atmosphere), but only to the extent arising from Tenant's use or occupancy of the Premises or Property. Tenant's obligations under this Section include, without limitation, and whether foreseeable or unforeseeable, (a) the costs of any required or necessary repair, compliance, investigations, clean-up, monitoring, response, detoxification or decontamination of the Property; (b) the costs of implementing any closure, remediation or other required action in connection therewith; (c) the value of any loss of use and any diminution in value of the Property and adjacent and nearby properties, including groundwater; and (d) consultants' fees, experts' fees and response costs. The obligations of Tenant under this Section will survive the expiration or earlier termination of this Lease.

[Remainder of page intentionally blank.]

**SOUTH METROPOLITAN FIRE PROTECTION
DISTRICT OF CASS COUNTY, MISSOURI**

By: _____
Chairman

EXHIBIT A

DESCRIPTION OF THE PROJECT SITE

EXHIBIT B

DESCRIPTION OF THE PROJECT

The Project consists of developing approximately 259 acres in multiple phases and is anticipated to include between 1,750,000 and 3,500,000 square feet of industrial buildings. The actual build-out of the buildings, including number of buildings and square footage for each building, is dependent upon market and demand conditions. The initial phase of construction will consist of public roadways and utility extensions, as well as grading work for the initial phase and set of buildings (the “Infrastructure”).

EXHIBIT C

FORM OF CERTIFICATE OF COMPLETION OF CONSTRUCTION

CERTIFICATE OF COMPLETION OF CONSTRUCTION

The undersigned, VTRE DEVELOPMENT, LLC (the “Company”), pursuant to that certain DEVELOPMENT AND PERFORMANCE AGREEMENT (the “Development Agreement”) effective as of the _____ day of _____, 2023, by and between the CITY OF RAYMORE, MISSOURI (the “City”), a constitutional charter city organized and existing under the laws of the State of Missouri, and the Company, hereby certifies to the City as follows:

1. That as of _____, 20__, the construction of Phase No. ____ of the Project has been completed in accordance with the Development Agreement.
2. The Project has been completed and installed in a good and workmanlike manner and in accordance with the Plans & Specifications (as defined in the Development Agreement).
3. The acquisition, construction and installation of the Project have been substantially completed.
4. This Certificate of Completion of Construction is being issued by the Company to the City in accordance with the Development Agreement to evidence the Completion of Construction and the Company’s satisfaction of all obligations and covenants with respect to such construction.

Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Development Agreement.

IN WITNESS WHEREOF, the undersigned has hereunto set his/her hand this _____ day of _____, _____.

VTRE DEVELOPMENT, LLC
a Delaware limited liability company

By: _____
Name: _____
Title: _____

ACCEPTED:

CITY OF RAYMORE, MISSOURI

By: _____
Name: _____
Title: _____

(Insert Notary Form(s) and Legal Description)

EXHIBIT D

COMPANY ENGAGEMENT LETTER

[Date]

VTRE Development, LLC
4900 Main Street, Suite 400
Kansas City, Missouri 64112
Attention: Grant Harrison

Re: City of Raymore, Missouri Taxable Industrial Development Revenue Bonds (Raymore Commerce Center South Project)

Dear Grant:

This letter is to confirm our engagement to serve as bond counsel in connection with the proposed issuance of the above-referenced bonds (the “*Bonds*”) in one or more series, the proceeds of which will be used to acquire and construct an industrial development project to be owned by the City of Raymore, Missouri (the “*Issuer*”) and leased to VTRE Development, LLC, a Delaware limited liability company or its successors or assigns (“*Company*”). The purpose of this letter is to set forth our responsibilities and fees with respect to these transactions.

SCOPE OF ENGAGEMENT

In this engagement, as Chapter 100 bond counsel to the Issuer we expect to perform the following duties:

- (1) Subject to the completion of proceedings to our satisfaction, render our legal opinion (the “*Bond Opinion*”) regarding the validity and binding effect of the Bonds, and such related matters as we deem necessary or appropriate.
- (2) Examine applicable law as it relates to the authorization and issuance of the Bonds and our Bond Opinion and advise the Issuer regarding the legal authority for the issuance of the Bonds and other legal matters related to the structure of the Bonds.
- (3) Prepare or review authorizing proceedings and other legal documents necessary or appropriate to the authorization, issuance and delivery of the Bonds and the lease of the Project to the Company and coordinate the authorization and execution of documents.
- (4) Draft the necessary public notice and proceedings for the required public hearing with respect to the Bonds.
- (6) Attend meetings and conferences related to the Bonds and otherwise consult with the parties to the transaction prior to the issuance of the Bonds.
- (7) Coordinate the closing of the transaction, and after the closing assemble and distribute transcripts of the proceedings and documentation relating to the authorization and issuance of the Bonds.

- (8) Undertake such additional duties as we deem necessary to complete the financing and to render our Bond Opinion.
- (9) Prepare the Chapter 100 Plan and related documents and coordinate notice to the affected taxing jurisdictions and related matters.

Our Bond Opinion will be addressed to the Issuer and the Company and will be delivered by us on the date the Bonds are exchanged for their purchase price (the “*Closing*”).

The Bond Opinion will be based on facts and law existing as of its date. In rendering our Bond Opinion, we will rely upon the certified proceedings and other certifications of public officials, officers of the Company and other persons furnished to us without undertaking to verify the same by independent investigation, and we will assume continuing compliance by the Issuer and the Company with applicable laws relating to the Bonds. During the course of this engagement, we will rely on the Company to provide us with complete and timely information on all developments pertaining to any aspect of the Project, the Bonds and the security for the Bonds.

ATTORNEY-CLIENT RELATIONSHIP

Upon execution of this engagement letter, the Issuer will be our client and an attorney-client relationship will exist between us and the Issuer. We assume that all other parties, including the Company, will retain such counsel, as they deem necessary and appropriate to represent their interests in this transaction. We further assume that all other parties understand that in this transaction we represent only the Issuer, we are not counsel to the Company or any other party, and we are not acting as an intermediary among the parties. Our services as bond counsel are limited to those contracted for herein; the Company’s execution of this engagement letter will constitute an acknowledgment of those limitations. Our representation of the Issuer will not affect, however, our responsibility to render an objective Bond Opinion.

FEES

Although the Issuer will be our sole client, the Company will be responsible for paying our legal fees. Based upon an estimated principal amount between \$200,000,000 and \$350,000,000, our fee as Chapter 100 Bond Counsel, including the Chapter 100 process, will be: (i) \$30,000 due upon approval of the Chapter 100 Plan and the Development and Performance Agreement, (ii) \$40,000 for the first series of Bonds, and (iii) \$40,000 for each subsequent series of Bonds. The full amount of the Bond fee for each series of Bonds will be payable at the time of issuance of each series of the Bonds.

RECORDS

Our own files, including lawyer work product, pertaining to the transaction will be retained by us. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to dispose of any documents or other materials retained by us after the termination of the engagement.

If the foregoing terms are acceptable to you, please so indicate by return the enclosed copy of this engagement letter dated and signed by an authorized officer, retaining the original for your files. We look forward to working with you.

Very truly yours,

ACCEPTED AND APPROVED:

VTRE DEVELOPMENT, LLC

By: _____

Name: _____

Its: _____

Date: _____, 2023

cc:

New Business



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: March 13, 2023

SUBMITTED BY: Ryan Murdock

DEPARTMENT: Administration

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

TITLE / ISSUE / REQUEST

Bill 3794: Award of Contract - Outdoor Solutions, LLC

STRATEGIC PLAN GOAL/STRATEGY

1.2.1: Create a physical environment that inspires a sense of pride

FINANCIAL IMPACT

Award To:	Outdoor Solutions, LLC
Amount of Request/Contract:	
Amount Budgeted:	26,000.00
Funding Source/Account#:	01-07-6430-1020

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
4-1-23	3-14-24

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

As part of the City's Strategic Goal to enhance first impressions and create a physical environment that inspires a sense of pride, staff proposes awarding a contract for mowing and median landscaping services to Outdoor Solutions, LLC. This contract will cover mowing of City properties at the Municipal Circle, Animal Control and Public Works facilities. The contractor will also provide landscaping and maintenance services to more than a dozen street medians and islands as detailed in the contract. Services are billed at a weekly rate and are anticipated to begin April 1, 2023, and run through October or November of 2023.

BILL 3794

ORDINANCE

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH OUTDOOR SOLUTIONS, LLC FOR 2023 LAWN AND LANDSCAPE SERVICES AT IDENTIFIED LOCATIONS THROUGHOUT THE CITY."

WHEREAS, the physical appearance of City facilities is an integral part of the City and should inspire a sense of pride; and,

WHEREAS, the City advertised a bid for mowing and landscaping services for various city facilities and roadway flowerbeds/medians and received four bids for services; and,

WHEREAS, Outdoor Solutions, LLC has been determined to be the lowest and best bidder.

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

Section 1. The City Manager is directed to enter into an agreement with Outdoor Solutions, LLC, attached as Exhibit A.

Section 2. The City Manager and the City Clerk are directed to execute the agreement on behalf of the City of Raymore.

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

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

DULY READ THE FIRST TIME THIS 13TH DAY OF MARCH, 2023.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 27TH DAY OF MARCH, 2023, BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Barber
Councilmember Berendzen
Councilmember Burke III
Councilmember Forster
Councilmember Holman
Councilmember Townsend
Councilmember Wills

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature



CITY OF RAYMORE
CONTRACT FOR SERVICES

LAWN AND LANDSCAPE SERVICES

This Contract for Lawn and Landscape Services, hereafter referred to as the **Contract** is made this 27th day of March, 2023, between Outdoor Solutions, an entity organized and existing under the laws of the State of Missouri, with its principal office located at 504 Hampton Ct, Raymore, MO 64083, hereafter referred to as the **Contractor**, and The City of Raymore, Missouri, a Charter City organized and existing under the laws of the State of Missouri, with its principal office located at 100 Municipal Circle, Raymore, Missouri, hereafter referred to as the **City**.

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

This contract is effective as of March 27th, 2023 and coincidental with the City Manager's signature and attestation by the City Clerk and shall remain in effect as described within the attachments.

ARTICLE I
THE WORK

Contractor agrees to perform all work and provide all materials as specified in Request for Proposal 23-004 and the General Terms and Conditions in Appendix B, commonly referred to as Contract Terms and Conditions and according to Contract Agreement set forth here. Contractor agrees to provide all labor, materials, tools, permits, and/or professional services and perform the contracted work in accordance with all specifications, terms and conditions as set forth within the proposal documents, including bonding, insurance, prevailing wage requirements, and termination clauses as needed or required. The work as specified in Appendix

A may commence upon the signing of this contract and scheduling and approval of the City.

ARTICLE II TIME OF COMMENCEMENT AND COMPLETION

Services would start approximately April 1, 2023 and end about Oct. 31, 2023 with weekly mowing required. Contractor agrees to perform services as prescribed in the RFP document. This contract is for services provided in a one year period beginning approximately March 15, 2023 and ending March 14, 2024. 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.

ARTICLE III CONTRACT SUM AND PAYMENT

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

ARTICLE IV CONTRACT PAYMENTS

The City agrees to pay the Contractor for the completed work as follows: The Contractor shall provide the City with monthly billings for services provided. Payment will constitute full and complete payment as per individual invoice and within thirty (30) days of completion and acceptance of Contractor's work. The City will be the sole judge as to the sufficiency of the work performed.

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

In the event of the Contractor's failure to perform any of the duties as specified in this contract, attachments, and addendums, or to correct an error within the time stipulated and 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 A.

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

ARTICLE V INSURANCE REQUIREMENTS

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

Contractor shall provide workers compensation insurance, as required by local, state and federal authority, to cover himself, employees and/or agents employed at his direction.

An annual certificate of insurance for worker's compensation and public liability, together with a properly executed endorsement, shall be delivered to the City prior to the commencement of work. The insurance company providing such coverage shall be satisfactory to the City.

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.

Contractor 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 DAMAGES/DELAYS/DEFECTS

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

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

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

Contractor will promptly and within 7 days of receiving notice thereof repair all damage to public and private property caused by their agents or employees. Should damages not be promptly repaired within 7 days of receiving notice thereof, the City will authorize the hiring of another Contractor or vendor with the necessary

and applicable qualifications to do the repairs. The original Contractor agrees to promptly pay for the services of any such Contractor or vendor hired to do such repairs within 10 days of completion of the repairs.

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

ARTICLE VII RESPONSIBILITIES

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

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

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

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

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

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

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

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

Contract is subject to the State of Missouri Prevailing Wage Laws (Cass County Annual Wage 29) if the project is over \$75,000. The contractor shall include the provisions of this clause in all subcontracts for work to be performed by subcontractors under this contract so that provisions of this clause are binding upon subcontractors.

ARTICLE VIII CANCELLATION AND/OR TERMINATION OF AGREEMENT

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

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

In the event this agreement is terminated, the City may hold as retainer the amount needed to complete the work in accordance with the bid specifications. Any contract cancellation notice shall not relieve the Contractor of the obligation to

deliver and/or perform on all outstanding requirements of this contract and orders issued prior to the effective date of cancellation.

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

ARTICLE IX ARBITRATION

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

ARTICLE X WARRANTY

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

ARTICLE XI AFFIDAVIT of WORK AUTHORIZATION

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

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

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

ARTICLE XIV
ENTIRE AGREEMENT

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

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

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

THE CITY OF RAYMORE, MISSOURI

By: _____
Jim Feuerborn, City Manager

Attest: _____
Erica Hill, City Clerk

(SEAL)

OUTDOOR SOLUTIONS

By: _____

Title: _____

Attest: _____

APPENDIX A
SCOPE OF SERVICES AND SPECIAL PROVISIONS

LAWN AND LANDSCAPE SERVICES

Scope of Service

The City of Raymore is seeking a lawn and landscape contractor to mow and manicure the City's non-park facilities.

Starting about April 1 and ending about Oct. 31, we are seeking a proposal for weekly mowing of property at:

- 100 Municipal Circle (City Hall)
- 227 Municipal Circle (Centerview)
- 217 & 219 Municipal Circle (Empty Lots, 2.2 acres)
- 1021 S. Madison St. (Public Works Operations/Animal Shelter, parking lot area only)
- Remington Neighborhood Island (North side of 58 Highway and Johnston)

This weekly service **will** include:

- professional mowing of grass to roughly 3 inches
- trimming/edging of grass along all sidewalks and other concrete/hard edges
- blowing or removal of all grass clippings from parking areas, sidewalks and walkways
- Broadleaf weed spray at 217 & 219 Municipal Circle (Empty Lots, 2.2 acres) as a **one-time spring application**.

The contractor is allowed to begin work as early as 7 a.m. on weekdays. The contractor will provide all equipment and materials for the work. Preference will be given to those contractors who could specify a day or establish a regular schedule for all work to be done.

When completed the mowed area should be free of grass clumps or mounds and free of any tire ruts that may be caused by equipment. Alternating patterns should be used each week to ensure that ruts do not form.

It is illegal to blow or dump grass clippings into a stormwater inlet.

The contractor will also need to pick up any litter before mowing. Dumpsters are located at each facility to dump any trash or debris that is found during the course of work.

This contract will be for one year, with provisions to automatically renew for an additional two years.

Landscaping services for street medians

The City will also consider an optional bid from contractors for the maintenance of nine street medians:

- 1) Spring clean-up and three-inch mulch
- 2) Fall clean-up, vegetation trim and three-inch mulch
- 3) Weeding and spraying of weeds throughout - 2x per month

Medians

- 58 Highway and Huntsman
- 58 Highway and Skyline
- Lucy Webb and Center
- Dean and Lucy Webb (roundabout)
- N. Sunset Lane (between Town Center and N. Walker Drive)
- N. Walker Drive (between Sunset and Town Center)
- E. Maple Street and S. Monroe Street
- (2) N. Foxridge Dr and 58 Hwy (between Walgreens and Creekmoor entrance)

ADDITIONAL INFORMATION

1. Project is tax exempt.

CITY OF RAYMORE, MISSOURI
RFP # 23-004

Appendix B
General Terms and Conditions

A. *Procedures*

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

B. *Contract Period*

Award of this contract is anticipated prior to the end of March, 2023. Contractor agrees to perform services as prescribed in the RFP document. This contract is for services provided in a one year period beginning approximately March 15, 2023 and ending March 14, 2024. 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 Bidder/Contractor shall procure, maintain, and provide proof of, insurance coverage for injuries to persons and/or property damage as may arise from or in conjunction with, the work performed on behalf of the City of Raymore by the Bidder/Contractor, its agents, representatives, employees or subcontractors. The City of Raymore shall be named as an additional insured under such insurance contracts (except for Worker's Compensation coverage). All coverage for the City shall be written on a primary basis, without contribution from the City's coverage A Certificate of Insurance will be required within ten calendar days from the date of receipt of the Notice of Award. All policies shall be issued on an occurrence form.

Insurance requirements are minimums required for a City Occupational License. General Liability \$300,000 and workers compensation if required by State statute.

D. *Hold Harmless Clause*

The Bidder/Contractor shall, during the term of the contract including any warranty period, indemnify, defend, and hold harmless the City of Raymore, its officials, employees, agents, residents and representatives thereof from all suits, actions, or claims of any kind, including attorney's fees, brought on account of any personal injuries, damages, or violations of rights, sustained by any person or property in consequence of any neglect in safeguarding contract work or on account of any act or omission by the Contractor or his employees, or from any

claims or amounts arising from violation of any law, bylaw, ordinance, regulation or decree. The Contractor agrees that this clause shall include claims involving infringement of patent or copyright.

E. *Exemption from Taxes*

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

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

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

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

G. *Invoicing and Payment*

The Bidder shall submit invoices, in duplicate, for services outlined above in the scope of services.

Invoices shall be based on the following schedule:

At completion of work – the contractor shall invoice for amounts due on a monthly basis. Payment will be based on actual services rendered and actual costs. All such invoices will be paid within thirty (30) days by the City of Raymore unless any items thereon are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The Bidder/Contractor shall provide complete cooperation during any such investigation.

H. *Cancellation*

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

I. *Contractual Disputes*

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

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

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

J. *Severability*

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

K. *Applicable Laws*

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

L. *Drug/Crime Free Workplace*

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

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

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

M. *Inspection*

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

N. *No Escalation of Fees*

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

O. *Safety Training*

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

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

The contract resulting from this solicitation is subject to the State of Missouri Prevailing Wage Law (Cass County Wage Order 29). The Contractor shall include the provisions of this clause in all subcontracts for work to be performed by subcontractors under this contract so that provisions of this clause are binding upon subcontractors.

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

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

Q. *Permits/Certificates*

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

R. *Bid Bond*

A bid bond or certified check from a surety or bank, approved by the Purchasing Specialist, in the amount of \$500.00 must accompany each proposal. Prior approval of the proposed surety or bank furnishing the bid security, before the bid date, is recommended. An unacceptable bid security may be cause for rejection of the proposal. No bidder may withdraw his bid for a period of sixty (60) days after the date of opening of bids.

S. *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.

T. *Release of Information*

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

U. *Affidavit of Work Authorization and Documentation*

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

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

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

PROPOSAL FORM A
RFP 23-004

PROPOSAL VALIDITY AND COMMITMENT TO SIGN AGREEMENTS

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

FIRM NAME: OUTDOOR SOLUTIONS

ADDRESS: 504 HAMPTON CT.
Street

ADDRESS: RAYMORE MO 64083
City State Zip

PHONE: 816-977-7840

E-MAIL: OFFICE@OUTDOORSOLUTIONSKC.COM

DATE: 1-27-23
(Month-Day-Year)

Kurt Shatford/OWNER
Signature of Officer/Title

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

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

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

PROPOSAL FORM B
RFP 23-004

CONTRACTOR DISCLOSURES

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

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

Legal Matters

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

Yes No If yes, provide details in an attachment.

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

Yes No If yes, provide details in an attachment.

Required Representations

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

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

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

PROPOSAL FORM C
 RFP 23-004

EXPERIENCE / REFERENCES

To be eligible to respond to this RFP, the proposing firm must be in business for a minimum of 1 (one) year and must demonstrate that they, or the principals assigned to this project, have successfully completed services, similar to those specified in the Scope of Service section of this RFP, to at least one customer with a project similar in size and complexity to the City of Raymore. *Please list any Municipalities that you have done work for in the past 48 months.

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

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

COMPANY NAME	SPRINGWISE FM
ADDRESS	1822 SOUTH BEND AVE. SOUTH BEND, IN 46637
CONTACT PERSON	CHRISTINA DEWEY
CONTACT EMAIL	CHRISTINA.DEWEY@SPRINGWISEFM.COM
TELEPHONE NUMBER	574-855-5484
PROJECT, AMOUNT AND DATE COMPLETED	14 HOME DEPOT SITES 2016 - 2019 14 TARGETS SITES 2019 - 2022

COMPANY NAME	FERRANDINO AND SON
ADDRESS	2600 EISENHOWER AVE AUDUBON, PA 19403
CONTACT PERSON	CRAIG BRYAN
CONTACT EMAIL	CBRYAN@FERRANDINOANDSON.COM
TELEPHONE NUMBER	610-212-4308
PROJECT, AMOUNT AND DATE COMPLETED	WALGREEN - 2013 to 2022 CVS 2013 - 2017

COMPANY NAME	GRASS ACTION INC.
ADDRESS	13301 PLATTSBURG RD KEARNEY, MO.
CONTACT PERSON	TIM STOUT
CONTACT EMAIL	TSTOUT@GRASSACTION.COM
TELEPHONE NUMBER	816-781-6050
PROJECT, AMOUNT AND DATE COMPLETED	SEVERAL BANK LOCATIONS 2016-2022

COMPANY NAME	LIBERTY ENTERPRISE GROUP LLC
ADDRESS	2802 CALLAWAY DR. JOPLIN, MO.
CONTACT PERSON	MR. TEETER
CONTACT EMAIL	MICHAELTEETER@YAHOO.COM
TELEPHONE NUMBER	417-540-6980
PROJECT, AMOUNT AND DATE COMPLETED	PROPERTY MANAGEMENT 2019-2022 6 ACRES

COMPANY NAME	UPLAND INVESTMENTS
ADDRESS	4220 MAIN ST. GRAYDVIEW, MO.
CONTACT PERSON	SHAYLYNN SCHWARTZ
CONTACT EMAIL	SHAYLYNNBIRK@YAHOO.COM
TELEPHONE NUMBER	816-739-1231
PROJECT, AMOUNT AND DATE COMPLETED	PROPERTY MANAGEMENT 2020 - 2022

State the number of Years in Business: 19

State the current number of personnel on staff: 13

PROPOSAL FORM D
RFP 23-004

Proposal of OUTDOOR SOLUTIONS, organized and
(Company Name)
existing under the laws of the State of MISSOURI, doing business
as LLC S-CORP (*)

To the City of Raymore, Missouri: In compliance with your Request for Proposal, Bidder hereby proposed and agrees to furnish all labor, tools, materials and supplies to successfully complete all requirements defined in City Project No. 23-004 – Lawn and Landscape Services.

This work is to be performed in strict accordance with the Plans and Specifications, including addendum number(s) _____, issued thereto, receipt of which is hereby acknowledged for the following unit prices.

By submission of this Bid, each Bidder certifies, and in the case of a joint bid, each party thereto certifies as to his own organization, that this Bid has been arrived at independently, without consultation, communication or agreement as to any matter relating to this Bid with any other Bidder or with any competitor.

The Bidder hereby agrees to commence work under this contract on or before the date specified in the *Notice to Proceed* and to fully complete the project in accordance with the completion dates specified in the Special Provisions.

Bidder further acknowledges that bidder is the official holder of the "Standard Contract Documents and Technical Specifications & Design Criteria for Utility and Street Construction, City of Raymore, Missouri."

(*) Insert "a corporation, a partnership, or an individual" as applicable.

BID PROPOSAL FORM E – Project No. 23-004

Lawn and Landscape Services

Base Bid Cost for Services: Breakout costs for individual areas below as shown. Mowing to occur weekly.

Item No.	Description	Costs 2023	Costs 2024	Costs 2025
1	100 Municipal Circle - City Hall	200	208	217
2	227 Municipal Circle - Centerview	115	120	125
3	217 & 219 Municipal Circle - Empty Lots Plus Broadleaf spray in Spring	142	148	154
4	1021 S Madison St - Public Works/Animal Shelter	155	161	168
5	Remington Neighborhood Island	30	31	31

TOTAL COST FOR WEEKLY MOWING ALL AREAS:

2023	2024	2025
642	668	695

Optional Proposal - Landscaping Services for Street Medians

- 58 Highway and Huntsman
- 58 Highway and Skyline
- Lucy Webb and Center
- Dean and Lucy Webb (roundabout)
- N. Sunset Lane (between Town Center and N. Walker Drive)
- N. Walker Drive (between Sunset and Town Center)
- E. Maple Street and S. Monroe Street
- (2) N. Foxridge Dr & 58 Hwy (between Walgreens and Creekmoor Entrance)

TOTAL COST FOR LANDSCAPING SERVICES ALL AREAS:

2023	2024	2025
4135	4300	4472

**BID PROPOSAL FORM E - RFP 23-004
CONTINUED**

Company Name OUTDOOR SOLUTIONS

By Kurt Shattford
Authorized Person's Signature

KURT SHATTFORD
Print or type name and title of signer

ADDENDA

Bidder acknowledges receipt of the following addendum:

Addendum No. _____

Addendum No. _____

Company Address _____

504 HAMPTON CT.

RAYMORE, MO. 64083

Phone 816-977-7840

Fax _____

Email OFFICE@OUTDOORSOLUTIONSKC.COM

Date 1-27-23

Addendum No. _____

Addendum No. _____

Addendum No. _____

Addendum No. _____

LATE BIDS CANNOT BE ACCEPTED!

E - VERIFY AFFIDAVIT

(As required by Section 285.530, RSMo)

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

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

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

KNOWINGLY: A person acts knowingly or with knowledge,

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

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

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

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

Name/Contractor: OUTDOOR SOLUTIONS LAWN, LANDSCAPE AND MORE LLC.

Company: _____

Address: 504 HAMPTON CT. RAYMORE, MO. 641083

- 1 I am of sound mind and capable of making this Affidavit, and am personally acquainted with the facts stated herein.
- 2 Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the following services contracted between Contractor and the City of Raymore: Project # 23-004.
- 3 Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.

- 4 Attached hereto is documentation affirming Contractor's enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

OUTDOOR SOLUTIONS LAWN, LANDSCAPE AND MORE LLC
Company Name

Kurt Shatford
Signature

Name: KURT SHATFORD

Title: OWNER

STATE OF Missouri COUNTY OF Cass

Subscribed and sworn to before me this 1st day of February, 2023.

Notary Public: Sherie Flowers

My Commission Expires: 6-21-2023 Commission # 15421506

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

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





CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: March 13, 2023

SUBMITTED BY: David Gress

DEPARTMENT: Development Services

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

TITLE / ISSUE / REQUEST

Bill 3791: Correction to Oak Ridge Farms 4th Plat Rezoning Legal Description

STRATEGIC PLAN GOAL/STRATEGY

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

FINANCIAL IMPACT

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

PROJECT TIMELINE

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

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

Staff Memo
Rezoning Exhibit from Ordinance 2022-031

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

On April 25, 2022, the City Council approved Ordinance 2022-031, considered as Bill 3708, which proposed the rezoning of approximately 9 acres of land located south of Pine Street, east of N. Madison, from its previous C-2 General Commercial District designation to the proposed R-3A Multiple Family Residential District as part of the proposed Oak Ridge Farms 4th Phase.

The project included the preservation of two commercial lots fronting 58 Highway and the rezoning of the adjoining land area to the east to support the development of a town home community.

The legal description contained within Ordinance 2022-031 was not inclusive of all of the property intended to be rezoned and inadvertently omitted a portion of the area proposed to be rezoned as part of the Oak Ridge Farms 4th Plat Rezoning application.

Further, the title of Ordinance 2022-031, the staff report and rezoning map included with the Ordinance, the legal notice publication and the notice to the neighboring property owners all described the property in its entirety as was intended to be rezoned as proposed by the applicant.

Bill 3791 proposes to correct the scrivener's errors contained within the original legal description so as to accurately reflect the zoning map amendment proposed to and approved by the City Council on April 25, 2022, by way of Ordinance 2022-031.

BILL 3791

ORDINANCE

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, CORRECTING THE LEGAL DESCRIPTION FOR THE OAK RIDGE FARMS 4TH PLAT REZONING APPLICATION AND CORRECTING SCRIVENER'S ERRORS WITHIN."

WHEREAS, Ordinance 2022-031, considered as Bill 3708, was approved by City Council on April 25, 2022; and,

WHEREAS, the legal description contained in Ordinance 2022-031 was not inclusive of all of the property intended to be rezoned and inadvertently omitted a portion of the area proposed to be rezoned as part of the Oak Ridge Farms 4th Plat rezoning application; and,

WHEREAS, Section 2 of Ordinance 2022-031 contained a scrivener's error relating to the prior and proposed zoning designations; and,

WHEREAS, the title of Ordinance 2022-031, the staff report and rezoning map included with the Ordinance, the legal notice publication and the notice to the neighboring property owners all described the property in its entirety as was intended to be rezoned as proposed by the applicant; and,

WHEREAS, City staff desires to accurately reflect the Zoning Map amendment proposed to and approved by the City Council of the City of Raymore as Ordinance 2022-031; and,

WHEREAS, the City Council held a public hearing on March 13, 2023, after notice of said hearing was published in a newspaper of general circulation in Raymore, Missouri, at least fifteen (15) days prior to said hearing.

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

Section 1. The City Council modifies the legal description contained in Ordinance 2022-031 to include all land areas intended to be rezoned from "C-2" General Commercial District to "R-3A" Multiple Family Residential District as part of Ordinance 2022-031, as described below:

Part of the Southwest Quarter of the Northwest Quarter of Section 15, Township 46, Range 32, in Raymore, Cass County, Missouri, described as follows: Beginning at a point in the East right-of-way line of Missouri State Highway 58 and 1,134.46 feet North of the South line of said Southwest Quarter of the Northwest Quarter of Section 15; running thence North along said right-of-line of Highway 58, 192 feet; thence North 89 degrees 30 minutes 47 seconds East 772 feet; thence South 0 degrees 2 minutes 56 seconds West 209 feet; thence North 89 degrees 13 minutes 30 seconds West 771.87 feet to the point of beginning, EXCEPT the West 260 feet and that part deed to the City of Raymore in Book 1580 at Page 150 Subject to any part thereof in public roads; and,

Part of the Southwest Quarter of the Northwest Quarter of Section 15, Township 46, Range 32 in Cass County, Missouri, described as follows: Beginning at a point in the East Right of Way line of Missouri State Highway No. 58 and 971.46 feet North of the South line of said Southwest Quarter of the Northwest Quarter of Section 15; running thence North along said Right of Way line of Highway No. 58, 163 feet; thence South 89° 13' 30" East, 771.87 feet; thence South 0° 02' 56" West, 163 feet; thence North 89° 13' 30" West 731.73 feet to the Point of Beginning, EXCEPT the West 260 feet and that part conveyed to the City of Raymore by Warranty Deed recorded in Book 1724 Page 220; and,

Lot 5, HERITAGE PLAZA, a subdivision in Raymore, Cass County, Missouri, according to the recorded plat thereof, filed in Plat Book 11 at Page 94; and,

Lot 6, HERITAGE PLAZA, a subdivision in Raymore, Cass County, Missouri, according to the recorded plat thereof, filed in Plat Book 11 at Page 94; and,

Lot 7, HERITAGE PLAZA, a subdivision in Raymore, Cass County, Missouri, according to the recorded plat thereof, filed in Plat Book 11 at Page 94; and,

Lot 8, HERITAGE PLAZA, a subdivision in Raymore, Cass County, Missouri, according to the recorded plat thereof, filed in Plat Book 11 at Page 94; and,

Lot 9, HERITAGE PLAZA, a subdivision in Raymore, Cass County, Missouri, according to the recorded plat thereof, filed in Plat Book 11 at Page 94.

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 13TH DAY OF MARCH, 2023.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 27TH DAY OF MARCH, 2023, BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Barber
Councilmember Berendzen
Councilmember Burke, III
Councilmember Forster
Councilmember Holman
Councilmember Townsend
Councilmember Wills

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature



TO: Jim Feuerborn, City Manager; Raymore City Council

FROM: Development Services Department

RE: Bill 3791, Correction to Oak Ridge Farms 4th Plat Rezoning Legal Description

DATE: March 13, 2023

Mr. Feuerborn and City Councilmembers,

On April 25, 2022, the City Council approved Ordinance 2022-031, considered as Bill 3708, which proposed the rezoning of approximately 9 acres of land located south of Pine Street, east of N. Madison, from its previous C-2 General Commercial District designation to the proposed R-3A Multiple Family Residential District as part of the proposed Oak Ridge Farms 4th Phase.

The project included the preservation of 2 commercial lots fronting 58 Highway, and the rezoning of the adjoining land area to the east to support the development of a town-home community, as depicted on the attached Preliminary Plan submitted with the original rezoning application, identified here as **EXHIBIT A**.

Upon approval of the rezoning application the developer submitted and received final plat approval for the overall development, including site plan approval for the future location of Mr. Handyman, a local handyman service, to be located on one of the commercial lots fronting 58 Highway.

In further research, it became evident that the legal description contained within Ordinance 2022-031 was not inclusive of all of the property intended to be rezoned, and inadvertently omitted a portion of the area proposed to be rezoned as part of the Oak Ridge Farms 4th Plat Rezoning application.

Throughout the process, the title of Ordinance 2022-031, the staff report and rezoning map included with the Ordinance, the legal notice publication, and the notice to the neighboring property owners all described the property in its entirety as was intended to be rezoned as proposed by the applicant. All other items concerning the development of the property as originally approved remain unchanged.

Bill 3791 proposes to correct the scrivener's errors contained within the original legal description so as to accurately reflect the zoning map amendment proposed to and approved by the City Council on April 25, 2022 by way of Ordinance 2022-031.

Respectfully,

A handwritten signature in black ink, appearing to read "David Gress", with a horizontal line extending to the right.

David Gress
Development Services Director



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: March 13, 2023

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 3792: Oak Ridge Farms 4th Plat, Lots 61-84, Replat of Lot 58

STRATEGIC PLAN GOAL/STRATEGY

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

FINANCIAL IMPACT

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

PROJECT TIMELINE

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

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission: Planning and Zoning Commission
Date: March 7, 2023
Action/Vote: Approval, 6-0

LIST OF REFERENCE DOCUMENTS ATTACHED

Staff Report
Final Plat Drawing

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

Sean Siebert, representing ORF 4, LLC, is requesting approval of the Oak Ridge Farms 4th Plat, Lots 61 thru 84, a replat of Lot 58 of the existing Oak Ridge Farms 4th Plat.

On August 22, 2022, the City Council approved the 4th Plat of Oak Ridge Farms, which created the subject property and two adjoining commercial lots fronting 58 Highway. The subject property, originally identified as Lot 58, was platted as a singular lot containing multiple residential dwellings, the site plan of which was approved by the Planning and Zoning Commission in August 2022.

The applicant has requested to further subdivide Lot 58 into multiple lots, each containing individual residential buildings. Each proposed lot as requested must comply with the bulk and dimensional standards for the R-3A Zoning District.

Staff has reviewed the proposed replat application to ensure the placement of buildings that were approved by the Planning Commission as part of the site plan application remain in compliance with the approved site plan.

All buildings remain in the same location as originally approved and comply with the required special conditions and dimensional standards within the Unified Development Code.

The Planning and Zoning Commission, at its March 7, 2023, meeting voted 6-0 to recommend approval of this application.

BILL 3792

ORDINANCE

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, APPROVING THE OAK RIDGE FARMS 4TH PLAT, LOTS 61 THRU 84, A REPLAT OF LOT 58, OAK RIDGE FARMS 4TH PLAT."

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 Oak Ridge Farms 4th Plat, Lots 61 thru 84 is approved for the tract of land described below:

Oak Ridge Farms 4th Plat, Lot 58

Section 3. The Development Agreement executed by and between the City of Raymore, Missouri, and ORF 4, LLC on August 22, 2022, and recorded with the Cass County Recorder of Deeds on August 26, 2022, in Book 4888 Page 121, remains in full effect for the tract of land described above.

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

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

DULY READ THE FIRST TIME THIS 13TH DAY OF MARCH, 2023.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 27TH DAY OF MARCH, 2023, BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Barber
Councilmember Berendzen
Councilmember Burke, III
Councilmember Forster
Councilmember Holman
Councilmember Townsend
Councilmember Wills

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature



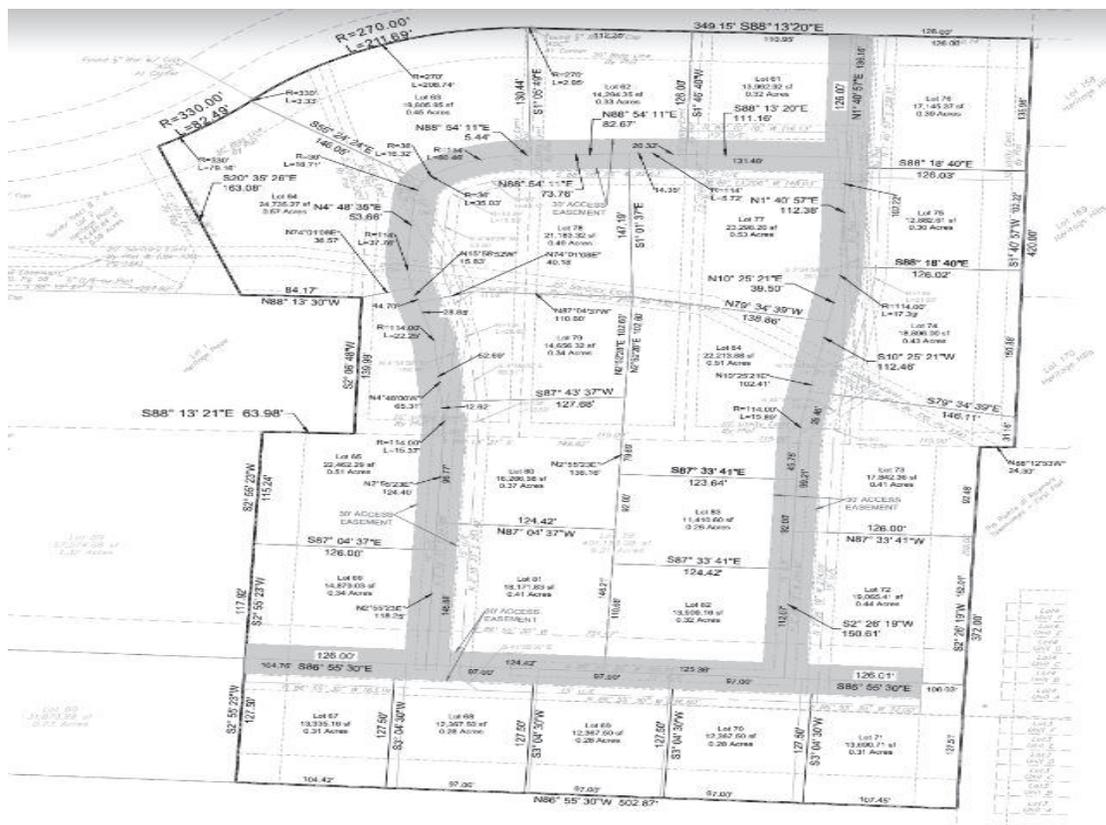
To: City Council
From: Planning and Zoning Commission
Date: March 13, 2023
Re: Case #23008 - Oak Ridge Farms 4th Plat - Final Plat

GENERAL INFORMATION

Applicant/
Property Owner: Sean Siebert
ORF 4 LLC.
33 I St.
Lake Lotawana, MO 64086

Requested Action: Approval, Replat of Lot 58 ORF 4th Plat - Oak Ridge Farms 4th Plat

Property Location: south of Pine St. and east of N. Madison St.



Site Photographs:



Looking south from Pine St.



Looking southeast from intersection of Pine and Madison



Looking east from N. Madison St. (South of Sonic)



Looking northeast from Perkins Parking Lot

Existing Zoning: "R-3A" Multiple Family Residential District

Existing Surrounding Zoning: **North:** "C-2" General Commercial District
South: "C-2" General Commercial District
East: "R-2" Single and Two Family District
"R-3A" Multiple Family Residential District
West: "C-2" General Commercial District

Existing Surrounding Uses: **North:** Commercial and City Owner Property
South: Commercial
East: Residential
West: Commercial

Total Tract Size: 9.21 Acres

Total Number of Lots: 24 Lots

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

Major Street Plan: The Major Thoroughfare Plan Map classifies Pine St. as a Minor Collector and N. Madison St. as a Major Arterial.

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 approval for Oak Ridge Farms 4th Plat - Replat of Lot 58

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. Heritage Plaza Lot 1 (Final Plat) was approved on August 26 1985.
2. Heritage Plaza 2nd Plat (Final Plat) was approved on October 25, 1985.
3. Heritage Plaza (Revised Preliminary Plat) was approved on October 28, 1985.
4. Heritage Plaza Lot 10 (Final Plat) was approved October 27, 1986
5. The "R-3" Multiple-Family residential zoning for the Pointe at Raymore Townhomes to the southeast was approved on June 21, 2009.

6. The Oak Ridge Farms 3rd Plat was approved to be rezoned from "R-1" Single-family Residential District to "PUD" Planned Unit Development District on September 28, 2020.
7. On April 25, 2022 the City Council approved the rezoning of the subject property from C-2 (General Commercial) to R-3A (Multiple Family Residential District).
8. On August 2, 2022 the Planning and Zoning Commission approved the site plan for Oak Ridge Farms 4th Plat, which included the subject property, and two adjoining lots fronting 58 Highway.
9. On August 22, 2022 the City Council approved the Oak Ridge Farms 4th Final Plat.
10. On December 6, 2022 the Planning and Zoning Commission approved the site plan for Mr. Handyman, a multi-tenant building located west of the subject property to be replatted.

ENGINEERING DIVISION COMMENTS

The Engineering Division of Public Works has reviewed the application and determined that it complies with all of the applicable requirements of City Code.

STAFF COMMENTS

1. The Bulk Dimensional Standards for a property zoned "R-3A" Multiple-Family Residential District are shown below:

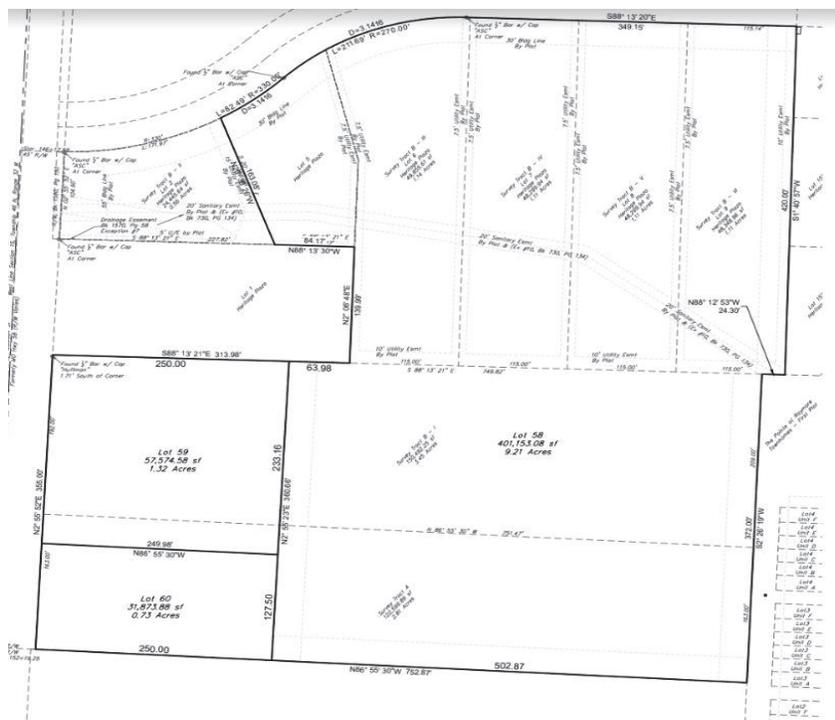
R-3A	
Minimum Lot Area	
per lot	12,000 Sq Ft.
Per dwelling unit	2,000 Sq Ft.
Minimum Lot Width (feet)	90
Minimum Lot Depth (feet)	120
Yards, Minimum (feet)	
front	30
rear	30
side	10
Maximum Building Height (feet)	50
Maximum Building Coverage (%)	40

2. One yard tree shall be provided in the front yard for each dwelling unit. Corner lots shall be provided with one tree in each front yard.

3. The internal roadways serving the development shall be private roads/drives and shall be maintained by the developer/property owner.
4. The applicant originally platted Lot 58 as a singular lot containing multiple residential buildings, which is permitted under the Unified Development Code, subject to special conditions relating to the separation and orientation of proposed buildings.
5. The applicant has requested to further subdivide the subject property, identified as Lot 58, into multiple lots, each containing individual residential buildings. Each proposed lot as requested must comply with the bulk and dimensional standards for the R-3A Zoning District, as shown above.
6. Staff has reviewed the proposed replat application to ensure the placement of buildings that were approved as part of the site plan application approved by the Planning Commission on August 2, 2022 remain in compliance with the approved site plan.

All buildings remain in the same location as originally approved, and comply with the required special conditions contained and dimensional standards within the Unified Development Code.

7. The Final plat that was approved by the City Council on August 22, 2022, which identified the subject property as Lot 58 is included below:



PLANNING COMMISSION 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 final plat is substantially the same as the Concept plan and Memorandum of Understanding that was submitted with the rezoning request on April 25, 2022, and the final plat that was approved by the Planning and Zoning Commission, and the City Council. Roadway alignments and building configurations remain the same as originally approved.

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

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

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

The proposed plat complies with the conditions of the Memorandum of Understanding that was attached to the approval of the rezoning request for the subject property.

REVIEW OF INFORMATION AND SCHEDULE

<u>Action</u>	<u>Planning Commission</u>	<u>City Council 1st</u>	<u>City Council 2nd</u>
Review	March 7, 2023	March 13, 2023	March 27, 2023

STAFF RECOMMENDATION

Staff recommends that the Planning and Zoning Commission accept the staff proposed findings of fact and forward Case #23008 Oak Ridge Farms 4th Plat -Replat of Lot 58 to the City Council with a recommendation for approval.

PLANNING AND ZONING RECOMMENDATION 03/07/2023

At its March 7, 2023 meeting, the Planning and Zoning Commission voted unanimously 7-0 to accept the staff proposed findings of fact and forward Case # 23008 Oak Ridge Farms 4th Plat - Replat of Lot 58 to the City Council with a recommendation of approval.



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: March 13, 2023

SUBMITTED BY: Mike Krass

DEPARTMENT: Public Works

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

TITLE / ISSUE / REQUEST

Bill 3739: Establishing Stop Signs

STRATEGIC PLAN GOAL/STRATEGY

2.2.2: Create and maintain a well-connected transportation network

FINANCIAL IMPACT

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

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
April 2023	April 2023

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

Location Map

REVIEWED BY:

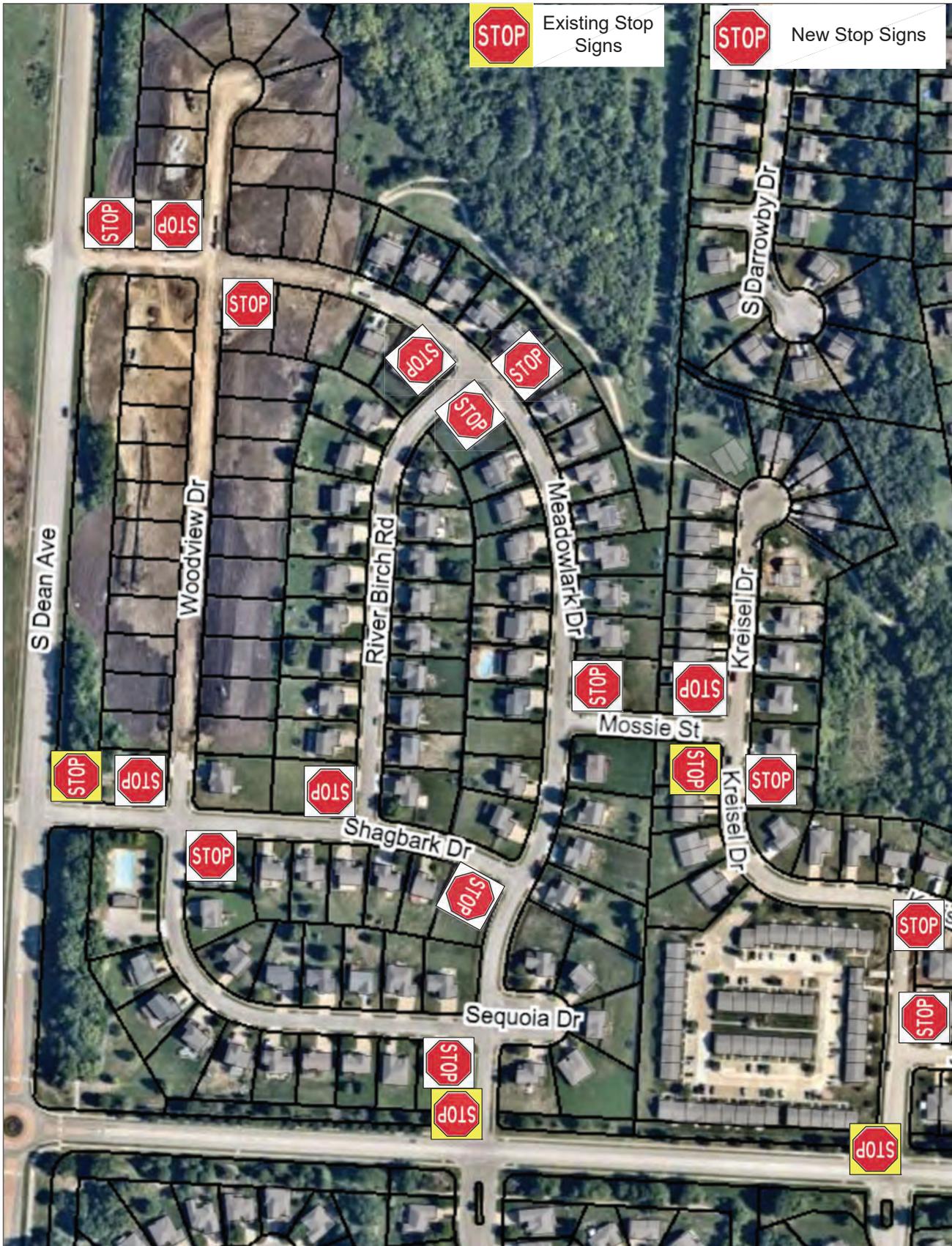
Jim Feuerborn

BACKGROUND / JUSTIFICATION

At a recent work session, staff presented recommendations regarding modifications to the traffic control within the Timber Trails Development.

The following stop signs shall be established:

- Kreisel Drive at Mossie Street, All Way Stop
- Meadowlark Drive at River Birch Road, All Way Stop
- Mossie Street at Meadowlark Drive
- River Birch Road at Shagbark Drive
- Shagbark Drive at Meadowlark Drive
- Sequoia Drive at Meadowlark Drive
- Sequoia Drive at Shagbark Drive
- Old Paint Road at Jo Ann Drive
- Jo Ann Drive at Old Paint Road



BILL 3793

ORDINANCE

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, ESTABLISHING STOP SIGNS WITHIN THE CITY LIMITS OF RAYMORE, CASS COUNTY, MISSOURI."

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

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

Section 1. The following stop signs shall be established:

- Kreisel Drive at Mossie Street, All Way Stop
- Meadowlark Drive at River Birch Road, All Way Stop
- Mossie Street at Meadowlark Drive
- River Birch Road at Shagbark Drive
- Shagbark Drive at Meadowlark Drive
- Sequoia Drive at Meadowlark Drive
- Sequoia Drive at Shagbark Drive
- Old Paint Road at Jo Ann Drive
- Jo Ann Drive at Old Paint Road

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 13TH DAY OF MARCH, 2023.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 27TH DAY OF MARCH, 2023, BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Barber
Councilmember Berendzen
Councilmember Burke III
Councilmember Forster
Councilmember Holman
Councilmember Townsend
Councilmember Wills

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature

Miscellaneous

THE **PLANNING AND ZONING COMMISSION** OF THE CITY OF RAYMORE, MISSOURI, MET IN REGULAR SESSION **TUESDAY, FEBRUARY 21, 2023** IN THE COUNCIL ROOM AT RAYMORE CITY HALL, 100 MUNICIPAL CIRCLE, RAYMORE, MISSOURI WITH THE FOLLOWING COMMISSION MEMBERS PRESENT: ERIC BOWIE (arrived 6:01pm), JEREMY MANSUR (arrived 6:22pm), WILLIAM FAULKNER, MATTHEW WIGGINS, KELLY FIZER, TOM ENGERT, AND MARIO URQUILLA. ABSENT WAS JIM PETERMANN AND MAYOR TURNBOW. ALSO PRESENT WAS DEVELOPMENT SERVICES DIRECTOR DAVID GRESS, CITY ATTORNEY JONATHAN ZERR, ASSISTANT CITY ENGINEER TRENT SALSBURY, AND ADMINISTRATIVE ASSISTANT EMILY JORDAN.

1. **Call to Order** – Chairman Wiggins called the meeting to order at 6:00 p.m.
2. **Pledge of Allegiance**
3. **Roll Call** – Roll was taken and Chairman Wiggins declared a quorum present to conduct business.
4. **Personal Appearances - none**
5. **Consent Agenda**

a. **Approval of Minutes from the February 7, 2023 meeting**

Motion by Commissioner Faulkner, Seconded by Commissioner Urquilla, to approve the Consent Agenda.

Vote on Motion:

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

Motion passed 5-0-1.

6. **Unfinished Business - none**

7. **New Business -**

a. **Case #23002 - Park Side 1st Plat - Final Plat**

Steve Warger, 6127 Pine Ridge Circle, came to the podium to give an overview of the case. The plat has been revised with changes to the layout of the lots and sizes of lots in the development.

Development Services Director David Gress gave the staff report. The requested action is a Final Plat approval for Park Side 1st plat. The property location is generally south of 163rd Street and Churchill Lane. The existing zoning is “R-1P” Single-Family Residential Planned District. The surrounding zonings include “PUD” to the north and east, “PR” Parks and “R-1” Single-Family Residential to the south, “A” Agricultural and “RE” Rural Estate to the west. The total tract size is 20.59 acres with a total number of 28 lots, 6 tracts, and 1.36 units per acre in

density. The Future Land Use Plan Map contained in the Growth Management Plan identifies this area as appropriate for low-density residential development. The Major Thoroughfare Plan Map classifies the extension of 163rd Street as a major collector road. The extension of Sunset Lane is identified as a minor collector road. North Madison Street is classified as a major collector. The PUD Planned Unit Development zoning designation for the Creekmoor Subdivision to the north of the subject property was established in 2004. The R-1P zoning designation was approved for the subject property in October 2020. In December 2020. The City Council voted to approve the Preliminary Plat and Memorandum of Understanding for the Park Side subdivision. Tract B will be the location for the community pool. A site plan will be required for this amenity and will come back to the Planning Commission for their review. The Memorandum of Understanding requires that the pool and clubhouse be built no later than the 3rd phase of the development. A 30' landscape buffer within the common area tract shall be provided along 163rd Street. Such a buffer shall be installed prior to the issuance of any Certificates of Occupancy for any homes within this phase. A walking trail will be constructed within Tract A and will be maintained by the established Homeowners Association. Staff recommends that the Planning & Zoning Commission accept the staff proposed findings of fact and forward the case to the City Council with a recommendation of approval.

Motion by Commissioner Urquilla, Seconded by Commissioner Engert, to accept Staff proposed findings of fact and forward Case #23002, Park Side 1st Plat, Final Plat, to the City Council with a recommendation of approval.

Vote on Motion:

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

Motion passed 6-0-0.

b. Case #23003 - Park Side Park 1st Plat - Final Plat Lots 1

Mr. Gress gave the staff report. The total tract size for this project is 13.24 acres and is planned to be used for a dog park. The PUD Planned Unit Development zoning was established by the City in January 2004. The R-1 Single-Family Residential zoning designation for Madison Creek subdivision was established in November 1999. The first 3 phases of the subdivision have been constructed. The preliminary plat for the remaining undeveloped land has expired. The PR Parks, Recreation and Public Use zoning designation for Hawk Ridge Park was established in September 2009. The RE Rural Estate zoning designation for the properties on the east side of North Madison Street was established in October 2009. The Raymore Parks and Recreation Board accepted the proposed land dedication of the 10.62 acre park on the north side of 163rd Street, adjacent to North Madison Street, along with a fee-in-lieu requirement that will be paid as final plats are submitted. The subject property is the future site for a dog park. The dog park would need to reclassify the property's current zoning designation from "R-1P" Single-Family Residential Planned District to "PR" Parks, Recreation and Public Use District. A site plan would also be required for the future dog park that would be reviewed by the Planning & Zoning Commission. The rezoning of the subject property as

well as the site plan can run concurrently. The applicant has agreed to dedicate the subject land area contained within the Park Side Park 1st Plat to the City prior to the issuance of any building permits within the Park Side 1st Plat, Lots 1 through 28. Such dedication shall satisfy the Parkland Dedication requirements of the Memorandum of Understanding, exclusive of the Parkland Fee-in-Lieu requirements. Staff recommends the Planning & Zoning Commission accept the staff proposed findings of fact and forward the case to the City Council with a recommendation of approval.

Motion by Commissioner Faulkner, Seconded by Commissioner Fizer, to accept Staff proposed findings of fact and forward Case #23003, Park Side Park 1st Plat, Final Plat to the City Council with a recommendation of approval.

Vote on Motion:

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

Motion passed 6-0-0.

c. Case #21045 - Sunset Lane 1st Plat - Final Plat

Mr. Gress gave the staff report. The requested action is a Final Plat Approval for Sunset Lane 1st Plat. The subject property is located generally south of the future extension of 163rd Street. The total tract size is 3.29 acres. The Future Land Use Plan Map contained in the Growth Management Plan identifies this area as appropriate for low-density residential development. The Major Thoroughfare Plan Map classifies the extension of 163rd Street as a major collector road. Sunset Lane is classified as a Minor Collector. In August 2020, the Raymore citizens voted to approve General Obligation bonds that earmarked the extension of Sunset Lane from 58 Highway north to 163rd Street. This final plat would be the 1st phase of this general obligation bond. The applicant has agreed to complete the construction of the portion of Sunset Lane that is on the applicants' property and the City of Raymore will reimburse the applicant. The connection will be made at the south end of the new extension to the north stub of the existing Sunset Lane by Compass Health.

Commissioner Faulkner noted that the previous owner's name is still on the plat, and asked that to be updated, and asked who will be responsible for the connection of the south end of the new extension?

Mr. Gress noted that the developers of the Parkside Subdivision will be taking responsibility for completing that. City Attorney Jonathan Zerr mentioned that there is still one section of property that needs to be acquired before the project can be finalized.

Motion by Commissioner Bowie, Seconded by Commissioner Faulkner, to accept Staff proposed findings of fact and forward Case #21045, Sunset Lane 1st Plat, Final Plat, to

the City Council with recommendation of approval subject to the correction of the name change on the plat.

Vote on Motion:

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

Motion passed 6-0-0.

d. Case #23005 - RAC Phase 2 - Site Plan Amendment

Nathan Musteen, Raymore Parks & Recreation Director, came to the podium to give an overview of the case.

Commissioner Faulkner asked about the different options that are shown on the plans.

Mr. Musteen noted that there are different bid options and it depends on budgeting, and the plan is to approve the largest structure, so the building size can be reduced if need be.

Mr. Gress gave the staff report. The requested action is for Site Plan Amendment Approval for the Raymore Activity Center in Recreation Park. Recreation Park was established in the 1980's. The Parks, Recreation and Public Use (PR) zoning district designation was established as part of the City initiated zoning amendments in September 2009. A conditional use permit for the government building (activity center) to be located in the park was approved in October 2016. The Planning & Zoning Commission approved the original site plan for the Raymore Activity Center in November 2016. A recreation activity center must comply with certain parking standards. There will be sufficient parking for the facility, and will be in compliance with the parking standards. Twenty percent of the park will be required to be reserved for landscaped areas. There is considerable open space area to the north, west, and south of the building. Approximately 45% of the area where the activity center is to be placed will be left in open space. No substantial changes in landscaping are proposed, with the exception of screening for new mechanical equipment that will be installed to support the proposed expansion. Pedestrian access to the building will be provided with a sidewalk extension from the existing building entrance west to the existing round-about where it will further connect to the sidewalk and trail network. The existing trail provides connection with the sidewalk along South Madison Street and the trail network in Recreation Park. All electrical and mechanical equipment located adjacent to the building shall be screened from view from adjacent properties and any adjacent street. Accessory utility facilities that are in excess of 3½ feet shall be screened.

Commissioner Mansur joined the meeting at 6:22pm.

Commissioner Bowie voiced a concern about the amount of parking.

Mr. Musteen shared with the Commission a plan for future parking plans for the park that will be very efficient at overflow parking for the RAC.

Commissioner Urquilla inquired about who the applicant was for the case.

Mr. Gress stated that the City of Raymore is the applicant.

Motion by Commissioner Urquilla, Seconded by Commissioner Faulkner, to accept Staff proposed findings of fact and approve Case #23005, RAC Phase 2 Site Plan Amendment subject to the 8 conditions as stated.

Vote on Motion:

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

Motion passed 7-0-0.

8. City Council Report

City Attorney Jonathan Zerr gave an overview of the two City Council meetings that have taken place since the Planning & Zoning Commission last met. There was also one public hearing regarding the potential landfill.

9. Staff Report

Mr. Gress provided an overview of upcoming meetings and agenda items for the Commission. Mr. Gress also noted that the election is coming up soon, and that there will be a meeting on March 7th.

10. Public Comment

No public comments.

11. Commission Member Comment

Commissioner Bowie thanked staff.

Commissioner Mansur thanked staff.

Commissioner Faulkner asked about the Monthly Staff Report and thanked staff.

Chairman Wiggins thanked staff, and noted that there was a great turnout for the meeting regarding the landfill.

Commissioner Fizer thanked staff.

Commissioner Engert thanked staff and also noted it was great to see the turnout for the landfill meeting.

Commissioner Urquilla thanked staff.

12. Adjournment

Motion by Commissioner Urquilla, Seconded by Commissioner Mansur, to adjourn the February 21, 2023 Planning and Zoning Commission meeting.

Vote on Motion:

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

Motion passed 7-0-0.

The February 21, 2023 meeting adjourned at 6:35 p.m.

Respectfully submitted,

Emily Jordan