

AGENDA

Raymore City Council Regular Meeting
City Hall – 100 Municipal Circle
Monday, March 27, 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. Public Works (pg 9)
- B. Parks and Recreation (pg 11)
- C. Communications Report
- D. Comprehensive Plan
- E. Monthly Financial Report (pg 15)

7. Committee Reports

7. 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 Meeting Minutes, March 13, 2023 (pg 25)

8. Unfinished Business - Second Reading

- A. Raymore Commerce Center South Chapter 100 Plan for Industrial Development

- Reference:
- Agenda Item Information Sheet (pg 39)
 - Bill 3795 (pg 41)
 - Plan for Industrial Development (pg 47)
 - Cost Benefit Analysis (pg 56)
 - Development and Performance Agreement (pg 63)

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.

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| <ul style="list-style-type: none">• City Council, 02/27/2023: Public Hearing continued to 03/13/2023 Council meeting• City Council, 03/13/2023: Approved 7-0 |
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B. Award of Contract - Lawn and Landscape

Reference: - Agenda Item Information Sheet (pg 105)
- Bill 3794 (pg 107)
- Staff Report (pg 109)

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.

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| <ul style="list-style-type: none">• City Council, 03/13/2023: Approved 6-0 |
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C. Correction to Oak Ridge Farms 4th Plat Rezoning Legal Description

Reference: - Agenda Item Information Sheet (pg 135)
- Bill 3791 (pg 137)
- Staff Memo (pg 140)
- Rezoning Exhibit (pg 141)

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.

- City Council, 03/13/2023: Approved 7-0

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

Reference: - Agenda Item Information Sheet (pg 143)
- Bill 3792 (pg 145)
- Staff Report (pg 147)
- Final Plat Drawing (pg 155)

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.

- Planning and Zoning Commission, 03/07/2023: Approved 6-0
- City Council, 03/13/2023: Approved 7-0

E. Establishing Stop Signs within Timber Trails Development

Reference: - Agenda Item Information Sheet (pg 157)
- Stop Sign Map (pg 159)
- Bill 3793 (pg 161)

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.

- City Council, 03/13/2023: Approved 7-0

9. New Business - First Reading

A. Easement Vacation - 807 Bridgeshire Drive, Edgewater at Creekmoor 6th Plat, Lot 181 (public hearing)

Reference: - Agenda Item Information Sheet (pg 165)
- Bill 3796 (pg 167)
- Staff Report (pg 169)
- Plot Plan Drawing (pg 175)

Brad and Tiffany Kiehl, owners of the property located at 807 Bridgeshire Drive in the Edgewater at Creekmoor subdivision have requested a vacation of 17 feet of an existing 25 foot utility easement located in the rear yard of the property. The request would allow for the construction of a pool.

B. Preliminary Plan Extension for the Allera Planned Unit Development (PUD)

Reference: - Agenda Item Information Sheet (pg 177)
- Resolution 23-08 (pg 179)
- Request Letters (pg 181)
- Allera PUD Preliminary Plan (pg 183)
- Memorandum of Understanding (pg 184)

Brenner Holland, representing Hunt Midwest, is requesting a one-year extension to the approved Preliminary Plan for the Allera subdivision, a 52-acre subdivision containing 171 single-family lots, located south of Johnston Drive, west of Dean Avenue.

The City Council originally approved the Planned Unit Development rezoning and Preliminary Plan on April 25, 2022, and is set to expire on April 25, 2023, unless otherwise approved by the City Council.

C. Award of Contract - Compensation Class Study

Reference: - Agenda Item Information Sheet (pg 201)
- Bill 3797 (pg 203)
- Contract (pg 205)

As a part of the 2023 adopted budget, funds were set aside for a compensation class study to fully evaluate the organizational structure and total compensation packages for the City of Raymore. With the ever-changing employment landscape, this study is crucial to understanding the needs of the City now and into the future. Staff recommends McGrath Human Resources Group for this project.

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:

- Parks and Recreation Board Minutes, 01/24/23 (pg 213)
 - Planning and Zoning Commission Minutes, 03/07/23 (pg 215)
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EXECUTIVE SESSION (CLOSED MEETING)

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

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

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

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

Staff Reports

PUBLIC WORKS MONTHLY REPORT

March 2023

ENGINEERING DIVISION

Projects Under Construction

- FY 2022 Street Preservation
- FY 2022 Curb Replacement
- FY 2022 Stormwater Improvement



Development Under Construction

- Eastbrook at Creekmoor 3rd Plat
- Edgewater 8th and 9th Plats
- Oakridge Farms 4th
- Timber Trails 3rd
- Parkside 1st Plat
- Alexander Creek 3rd Plat
- The Depot
- Estates at Knoll Creek Second
- Ridgeview Estates

OPERATIONS & MAINTENANCE DIVISION

- 49 City Hall Work Orders
- 8 Driveway Inspections
- 20 Final ROW Inspections
- 320 Locates
- 24 Service Requests
- 43 Sewer Inspection
- 17 Sidewalk Inspection
- 2 Curb Inspection
- Water department assisted the engineering department with water samples for a new service line
- Exposed and inspected two manholes that were covered on W Lucy Webb Rd
- Continued Inspections of sewer manholes in Zone 2 for potential sewer jetting this coming season
- Fleet Maintenance
- Created a pothole patch list
- Completed sign service requests
- Pothole patched
- Cleaned storm culverts
- Picked up parts from Knapheide
- Cleaned shop to make room to store pick up truck spreaders

- Off loaded pick up spreaders for summer
- Winter event 2/24/23-2/25/23
- Picked up and cleaned shop after snow event
- Completed misc. concrete service requests
- Cleaned inside and outside of trucks after snow events
- Organized and cleaned concrete forms
- Dropped off and picked up truck #377 from Knapheide for repairs
- Snow standby
- Assessed northbound 5 head traffic signal at 58 Hwy & N Fox Ridge Dr for structural integrity
- Prepared for pothole patching
- Pothole patched
- Made pothole patch list for upcoming weeks
- Inspected sewer manholes in Zone 2 for potential sewer jetting this coming season
- Completed misc. water service requests
- Rebuilt hydrant meter for backflow testing
- Winter event 3/2/23
- Bag patched potholes
- Fixed ped button for the traffic signal at 58 Hwy & N Fox Ridge Dr
- Ordered 175 tons of salt to restock salt dome
- Unloaded and pushed salt into salt dome
- Inspected sidewalks throughout the city for priority mudjacking repairs
- Inspected curbs throughout the city for patch repairs
- Assesses and fixed hydrant meters and backflow meters
- Pulled bi-monthly water samples
- Completed cyber security training
- Completed misc concrete inspections
- Snow stand by
- Made and installed ID signs
- Bag patched potholes
- Cleaned storm inlet boxes throughout city
- Street swept

MONTHLY REPORT

March 2023

Department Promotions

Nick Cook - The Parks and Recreation Department would like to announce Nick Cook as the new Athletic Coordinator. Cook has worked for the City of Raymore for the past five years as a park seasonal and Park Maintenance worker specializing in preparation of our athletic fields. Nick has a Bachelor of Science in Recreation and Sports Management.

Cody York - Park Maintenance Worker Cody York has been promoted to the Park Maintenance Worker II position. Cody has completed the required steps for promotion from worker I to worker II. He has emerged as a leader in our maintenance department, regularly taking leadership roles in park projects and motivating co-workers to higher levels of performance and quality.

Monthly Highlights

- Parks & Recreation Director Nathan Musteen attended the American Council of Engineering Awards Banquet at Union Station in St. Louis. CFS Engineering received the Engineering Excellence Award for their work on T.B. Hanna Station. Musteen is pictured with Todd Polk of CFS Engineering.
- Recreation Superintendent Todd Brennon held a coaches meeting for the spring soccer season at the Raymore Activity Center. Practices began in early March.
- Park Maintenance staff completed the island project in the north and south parking lots of Hawk Ridge Park. Staff replaced mulch with riprap and decorative boulders.
- Park staff, along with Human Resources Manager Shawn Aulgur, conducted interviews for the open Athletic Coordinator position.
- Recreation Superintendent Todd Brennon attended a scheduling meeting with the South Metro Soccer Group for the upcoming spring soccer season.
- Recreation Coordinator Corinne Harkins planned and booked field trips for summer camp later this year.
- Park Staff aerated athletic fields in preparation for the spring sports seasons.
- Recreation Coordinator Corinne Harkins participated in the Leadership Development Network meeting through the National Recreation and Parks Association. Harkins also met with students from the LEAD Center who are working on a project.
- Farmers Market vendor applications for the 2023 season are now available. Click the link to visit our website for more market information. [2023 Raymore Farmers Market](#)





- THANK YOU Community Bank of Raymore! Recreation staff picked up several thousand easter eggs from CBR as bank employees volunteered to stuff eggs for the upcoming Easter Festival on April 8.
- Coaches meetings for volleyball and flag football were held at the RAC. Practices will began in mid-March
- Parks and Recreation Director Nathan Musteen and Parks Superintendent Steve Rulo met with scoreboard vendors for a future project.
- Parks and Recreation Director Nathan Musteen attended the KC Metro Area Parks and Recreation Directors Association meeting in Gladstone.
- Recreation Superintendent Todd Brennon attended the National Recreation and Park Association's Revenue Development and Management School. This is Brennon's first year of the two year school.
- Park maintenance staff graded and overseeded areas at Hawk Ridge Park. Staff also painted athletic field lines for soccer, flag football and baseball. Restrooms are also being de-winterized as staff prepare the park facilities for the spring season.
- The Big Green Athletic Complex at Recreation Park is ready for the upcoming soccer and flag football season.
- The Park Maintenance division received their new skid-steer. This long anticipated piece of equipment replaces the current uni-loader originally purchased in 1998.
- Parks and Recreation Director Nathan Musteen participated in an interview for consultant services to develop a comprehensive master plan.
- Congratulations to Parks and Operations Superintendent Steve Rulo on 15 years of service to Raymore.
- Parks and Recreation Director Nathan Musteen, Recreation Superintendent Todd Brennon and Public Works Director Mike Krass participated in a meeting on the Raymore Activity Center phase 2 project.
- Parks and Recreation Staff held a planning meeting for the 2023 Farmers Market.
- Nick Cook participated in the Aquatics Facility Operator course.
- The 2023 Spring Craft Fair was held March 10, over 50 vendors participated in this year's event.





Now Hiring Awesome People!

Raymore Parks and Recreation is now hiring for all part-time positions including **Summer Counselors, Concessions staff, Sports Officials, Recreation Attendants and Site Supervisors and all types of instructors!** For more information or to complete an application, check us out online at:

www.raymore.com/joinparks



Park Maintenance Work 1, Full Time position with benefits. For more information or to complete an application, check us out online at: <https://www.raymore.com/residents/find-city-jobs>

Facility Use for the Month

Centerview

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|----------|---------------------------------|-------------------------------|
| Rentals: | Square Dance Club Monthly Dance | Birthday Party |
| | 4 HOA Meetings | Garden Club Monthly Meeting |
| | Summit Homes Business Meeting | Tri-County Art League Meeting |
| | Celebration of Life | Police Training |
| | Beginning of the Police Academy | |

Programs

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| Sunflower Painting class (24 participants) | Bridge / Bunco |
| Yoga x 4 weeks (20 participants) | |

RAC

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| Rentals: | Zumba | Volleyball practices |
| | 5 Birthday Parties | |
| Programs: | Futsal | Volleyball Warm-up Clinic |
| | Open Play Adult Volleyball (20 participants) | |



EASTER EGG HUNT

Saturday, April 8 at the Recreation Park baseball fields, 1011 S. Madison St.
Children 4th grade and younger are invited to hunt 15,000+ eggs at the annual Raymore Easter Festival!

The hunt starts at 10 a.m. sharp, so be sure to arrive by 9:45 a.m. to get in place. (In 2022, we waited a few extra minutes to begin the hunt due our first year at the new location. We will NOT be waiting this year, so be sure you are at the park and ready to hunt by 10 a.m.!)

Enjoy a visit from the Easter bunny and refreshments!

8TH ANNUAL STREAM CLEANUP EVENT

8:30 a.m., Saturday, April 1, 2023

Good Parkway Linear Park (Lucy Webb Road and Huntsman Blvd, park on Huntsman)

Register at the information tent at the Linear Park Trail on the south side of Lucy Webb. Enjoy coffee and donuts and find watershed information and get a safety talk.



Bring your family and friends, a reusable water bottle and wear appropriate clothing and shoes.

Safety training, gloves, trash bags and loppers are provided.

Event sponsored by the City of Raymore, South Grand River Watershed Alliance (sgrwa.org) and the Missouri Stream Team.

Questions: Contact Raymore Stormwater Manager Lorie Crandell at stormwater@raymore.com



FINANCE MONTHLY REPORT

This report, consisting of a Financial Summary, Investment Summary and Grant Summary, has been prepared for the fiscal period February 1, 2023 to February 28, 2023.

February Financial Summary

Some notes regarding this month's summary operating report:

General Fund

Revenue:

33.33% of the way through the fiscal year, General Fund revenues are generally tracking as expected with total collected revenue of 47.82% of budget. Inter-fund transfers are being completed on a monthly basis with the exception of the Capital Funds Transfer. The Capital Funds Transfers will occur throughout the year after the capital project has been contracted by the Council..

- Property tax revenues collected are tracking as expected at 99.99%. Staff expects this revenue source to come in at budget.
- Franchise Tax revenues are tracking slightly above straight line at 36.24%. This revenue source varies depending on the weather, staff will continue to monitor this closely throughout the year.
- Sales tax revenues as a whole are tracking above straight line budget at 36.23%. City sales taxes are at 34.99% while state shared gasoline and vehicle taxes are at 40.00%.
- Fees and Permit revenues collected are tracking above straight line budget at 36.58%. There are 6 detached single family and 60 attached single family residential building permits issued out of the 153 budgeted starts. In addition, we have issued 8 commercial building permits.
- License revenues collected are tracking as expected at 73.85% of straight line budget. Occupational license revenues collected are tracking ahead of expectation and this is attributed to the ability to complete forms and pay for the license online. Nearly all of the revenue is received in January when the licenses are due and staff anticipates a small amount throughout the spring for new builders to the area. Liquor licenses are due in May and processed after the public hearing.
- Municipal Court revenues collected are below straight line budget at 28.17%. The court has transitioned to the Show-Me Court software required by the State of Missouri. Staff will continue to monitor this revenue source closely throughout the year.

Expenditures:

Departmental spending is tracking normally. Most of the departments are right at straight line expectation or slightly below.

- The Administration Department is above straight line budget at 38.94% and is primarily due to professional services associated with the proposed landfill to be developed on the northern border of Raymore just north of the Creekmoor subdivision in Kansas City.
- The Information Technology Department has replaced the majority of the computers scheduled for replacement, and has renewed 50% of the annual software maintenance agreements, putting it above straight line budget.

Parks & Recreation Fund

Revenue:

Revenues are at 46.96% of budget 33.33% of the way through the year, normal for this time of the year. Staff will continue to monitor all revenue sources closely

Expenditures:

The Parks department is showing the same operational expenditure pattern as in years past. Recreation department expenses reciprocate recreation revenue. Expenditures are expected to increase as the number of programs offered goes up.

Enterprise Fund

Revenue:

Utility revenues as a whole are tracking at 33.68% of straight line budget. Staff will continue to monitor all utility revenue closely throughout the year.

Expenditures:

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

01 -GENERAL FUND
 FINANCIAL SUMMARY

	PRIOR YEAR ENDING PO BAL.	PRIOR YEAR PO ADJUST.	REMAINING PRIOR YEAR PO BALANCE	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>									
<u>NON-DEPARTMENTAL</u>									
PROPERTY TAXES	0.00	0.00	0.00	1,768,168.00	31,334.67	1,767,932.70	0.00	235.30	99.99
FRANCHISE TAXES	0.00	0.00	0.00	2,297,549.00	272,977.98	832,583.39	0.00	1,464,965.61	36.24
SALES TAXES	0.00	0.00	0.00	4,171,136.00	393,404.25	1,511,226.26	0.00	2,659,909.74	36.23
FEES AND PERMITS	0.00	0.00	0.00	657,655.00	27,642.55	240,542.38	0.00	417,112.62	36.58
LICENSES	0.00	0.00	0.00	122,477.00	6,987.00	90,450.00	0.00	32,027.00	73.85
MUNICIPAL COURT	0.00	0.00	0.00	251,228.00	14,480.18	70,774.39	0.00	180,453.61	28.17
MISCELLANEOUS	0.00	0.00	0.00	533,958.00	26,831.71	414,718.12	0.00	119,239.88	77.67
TRANSFERS - INTERFUND	0.00	0.00	0.00	1,878,303.00	146,315.34	657,261.36	0.00	1,221,041.64	34.99
TOTAL NON-DEPARTMENTAL	0.00	0.00	0.00	11,680,474.00	919,973.68	5,585,488.60	0.00	6,094,985.40	47.82
<u>COVID-19</u>									
TOTAL REVENUES	0.00	0.00	0.00	11,680,474.00	919,973.68	5,585,488.60	0.00	6,094,985.40	47.82

EXPENDITURE SUMMARY

NON-DEPARTMENTAL	0.00	0.00	0.00	1,305,000.00	12,500.00	1,175,000.00	0.00	130,000.00	90.04
ADMINISTRATION	0.00	0.00	0.00	1,450,179.34	162,096.13	511,309.29	53,443.37	885,426.68	38.94
INFORMATION TECHNOLOGY	3,413.50	1,963.50	1,450.00	799,844.16	75,119.99	281,656.99	43,540.91	474,646.26	40.66
ECONOMIC DEVELOPMENT	0.00	0.00	0.00	156,102.00	7,399.11	49,422.20	119.25	106,560.55	31.74
COMMUNITY DEVELOPMENT	0.00	0.00	0.00	783,784.80	61,660.54	237,394.20	2,209.86	544,180.74	30.57
ENGINEERING	0.00	0.00	0.00	488,249.00	36,761.94	156,832.21	778.51	330,638.28	32.28
STREETS	0.01	0.00	0.01	897,577.00	61,613.49	240,817.76	25,218.65	631,540.59	29.64
BUILDING & GROUNDS	0.00	0.00	0.00	381,246.00	30,210.90	104,575.90	5,414.26	271,255.84	28.85
STORMWATER	0.00	0.00	0.00	346,652.20	21,539.17	91,221.47	186.87	255,243.86	26.37
COURT	0.00	0.00	0.00	141,289.23	12,873.29	43,406.15	1,640.22	96,242.86	31.88
FINANCE	0.00	0.00	0.00	837,024.00	55,157.06	249,796.98	5,515.85	581,711.17	30.50
COMMUNICATIONS	0.00	0.00	0.00	223,207.00	29,649.72	80,084.33	1,106.81	142,015.86	36.37
PROSECUTING ATTORNEY	0.00	0.00	0.00	24,400.00	2,000.00	6,000.00	2,000.00	16,400.00	32.79
POLICE	12,489.92	1,360.92	11,129.00	4,663,706.00	345,735.78	1,382,014.37	12,919.00	3,268,772.63	29.91
EMERGENCY MANAGEMENT	0.00	0.00	0.00	134,046.00	8,314.37	39,850.57	32.85	94,162.58	29.75
TOTAL EXPENDITURES	15,903.43	3,324.42	12,579.01	12,632,306.73	922,631.49	4,649,382.42	154,126.41	7,828,797.90	38.03
REVENUES OVER/(UNDER) EXPENDITURES	(15,903.43)	3,324.42	(12,579.01)	(951,832.73)	(2,657.81)	936,106.18	(154,126.41)	(1,733,812.50)	82.16-

25 -PARK FUND
 FINANCIAL SUMMARY

	PRIOR YEAR ENDING PO BAL.	PRIOR YEAR PO ADJUST.	REMAINING PRIOR YEAR PO BALANCE	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>									
<u>NON-DEPARTMENTAL</u>									
<u>PARKS DIVISION</u>									
PROPERTY TAXES	0.00	0.00	0.00	474,915.00	8,432.79	475,680.36	0.00	(765.36)	100.16
MISCELLANEOUS	0.00	0.00	0.00	2,470.00	1,558.11	6,173.25	0.00	(3,703.25)	249.93
FACILITY RENTAL REVENUE	0.00	0.00	0.00	13,075.00	605.00	5,252.00	0.00	7,823.00	40.17
TRANSFERS - INTERFUND	0.00	0.00	0.00	550,000.00	45,833.33	183,333.32	0.00	366,666.68	33.33
TOTAL PARKS DIVISION	0.00	0.00	0.00	1,040,460.00	56,429.23	670,438.93	0.00	370,021.07	64.44
<u>RECREATION DIVISION</u>									
CONCESSION REVENUE	0.00	0.00	0.00	60,000.00	0.00	450.75	0.00	59,549.25	0.75
FACILITY RENTAL REVENUE	0.00	0.00	0.00	44,575.00	0.00	0.00	0.00	44,575.00	0.00
PROGRAM REVENUE	0.00	0.00	0.00	244,200.00	49,649.00	94,284.89	(275.00)	150,190.11	38.50
TOTAL RECREATION DIVISION	0.00	0.00	0.00	348,775.00	49,649.00	94,735.64	(275.00)	254,314.36	27.08
<u>CENTERVIEW</u>									
FACILITY RENTAL REVENUE	0.00	0.00	0.00	70,675.00	3,090.00	10,749.84	0.00	59,925.16	15.21
PROGRAM REVENUE	0.00	0.00	0.00	9,600.00	260.00	1,715.00	0.00	7,885.00	17.86
TOTAL CENTERVIEW	0.00	0.00	0.00	80,275.00	3,350.00	12,464.84	0.00	67,810.16	15.53
<u>RAYMORE ACTIVITY CENTER</u>									
MISCELLANEOUS	0.00	0.00	0.00	2,490.00	282.00	1,410.00	0.00	1,080.00	56.63
CONCESSION REVENUE	0.00	0.00	0.00	2,000.00	0.00	107.75	0.00	1,892.25	5.39
FACILITY RENTAL REVENUE	0.00	0.00	0.00	24,825.00	1,147.50	3,378.75	0.00	21,446.25	13.61
PROGRAM REVENUE	0.00	0.00	0.00	218,325.00	9,240.00	24,140.00	0.00	194,185.00	11.06
TOTAL RAYMORE ACTIVITY CENTER	0.00	0.00	0.00	247,640.00	10,669.50	29,036.50	0.00	218,603.50	11.73
TOTAL REVENUES	0.00	0.00	0.00	1,717,150.00	120,097.73	806,675.91	(275.00)	910,749.09	46.96
<u>EXPENDITURE SUMMARY</u>									
PARKS DIVISION	2,100.00	0.00	2,100.00	962,496.90	73,154.07	291,906.41	11,166.09	659,424.40	31.49
RECREATION DIVISION	570.55	570.55	0.00	375,079.00	16,918.28	72,401.82	2,241.16	300,436.02	19.90
CENTERVIEW	0.00	0.00	0.00	102,771.04	5,307.53	22,804.96	1,097.04	78,869.04	23.26
RAYMORE ACTIVITY CENTER	0.00	0.00	0.00	263,628.54	20,405.08	78,519.39	986.75	184,122.40	30.16
TOTAL EXPENDITURES	2,670.55	570.55	2,100.00	1,703,975.48	115,784.96	465,632.58	15,491.04	1,222,851.86	28.24
REVENUES OVER/(UNDER) EXPENDITURES	(2,670.55)	570.55	(2,100.00)	13,174.52	4,312.77	341,043.33	(15,766.04)	(312,102.77)	2,468.99

50 -ENTERPRISE FUND
 FINANCIAL SUMMARY

	PRIOR YEAR ENDING PO BAL.	PRIOR YEAR PO ADJUST.	REMAINING PRIOR YEAR PO BALANCE	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>									
<u>NON-DEPARTMENTAL</u>									
MISCELLANEOUS	0.00	0.00	0.00	23,910.00	10,795.07	41,885.38	0.00	(17,975.38)	175.18
UTILITY REVENUE	0.00	0.00	0.00	9,909,642.00	781,847.37	3,304,119.13	0.00	6,605,522.87	33.34
TOTAL NON-DEPARTMENTAL	0.00	0.00	0.00	9,933,552.00	792,642.44	3,346,004.51	0.00	6,587,547.49	33.68
<u>COVID-19</u>									
<u>SRF SEWER BONDS</u>									
TOTAL REVENUES	0.00	0.00	0.00	9,933,552.00	792,642.44	3,346,004.51	0.00	6,587,547.49	33.68
<u>EXPENDITURE SUMMARY</u>									
NON-DEPARTMENTAL	0.00	0.00	0.00	600,000.00	50,000.00	200,000.00	0.00	400,000.00	33.33
WATER	86,354.90	13,800.14	72,554.76	3,731,906.08	284,301.98	994,794.88	(3,203.31)	2,740,314.51	26.57
SEWER	39,359.33	27,989.33	11,370.00	4,013,697.55	175,474.90	970,598.64	(22,364.14)	3,065,463.05	23.62
SOLID WASTE	0.00	0.00	0.00	1,992,431.00	150,887.68	452,635.32	0.00	1,539,795.68	22.72
TOTAL EXPENDITURES	125,714.23	41,789.47	83,924.76	10,338,034.63	660,664.56	2,618,028.84	(25,567.45)	7,745,573.24	25.08
REVENUES OVER/(UNDER) EXPENDITURES	(125,714.23)	41,789.47	(83,924.76)	(404,482.63)	131,977.88	727,975.67	25,567.45	(1,158,025.75)	186.30-

Investment Monthly Report

Investments Held at 02/28/2023

Purchase Date	Receipt #	Institution	Description	Restricted	Maturity Date	Principal	Par **	Yield	Market*
12/21/22	1154210	NASB	CD		12/21/23	2,000,000.00	2,000,000.00	4.5000	2,000,000.00
12/21/22	1154228	NASB	CD		12/21/23	2,000,000.00	2,000,000.00	4.5000	2,000,000.00
10/18/12		MOSIP	MOSIP POOLE- GENERAL FUND		NA	2,147,379.60	2,147,379.60	4.1600	2,147,379.60
06/03/16		MOSIP	MOSIP POOLE - GENERAL FUND		NA	1,026,934.93	1,026,934.93	4.1600	1,026,934.93
09/01/16		MOSIP	MOSIP POOLE - GENERAL FUND		NA	1,114,263.97	1,114,263.97	4.1600	1,114,263.97
08/26/22	296021143	COMMERCE	CD		08/10/23	2,062,000.00	2,062,000.00	3.2580	2,062,000.00
08/14/19	901472	CBR	CD	Fund 50	08/25/23	702,218.01	702,218.01	0.2000	702,218.01
09/11/22	902480	CBR	CD		09/11/23	2,008,423.68	2,008,423.68	3.6000	2,008,423.68
03/31/22		COMMERCE	US TREASURY	GO BOND	03/31/23	4,800,000.00	4,800,000.00	1.6500	4,800,000.00
11/01/22	296021348	COMMERCE	US TREASURY	GO BOND	10/05/23	5,215,000.00	5,215,000.00	4.5950	5,215,000.00
08/31/22	60031560	COMMERCE	US TREASURY	JUSTICE CENTER	08/10/23	5,567,000.00	5,567,000.00	3.2780	5,567,000.00

Investment Total

28,643,220.19 28,643,220.19

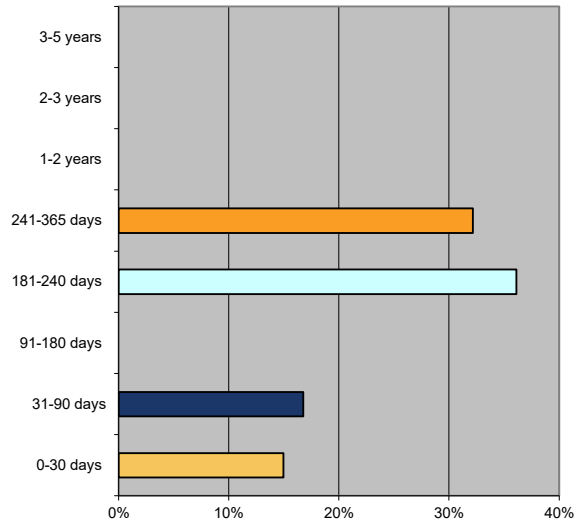
28,643,220.19

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

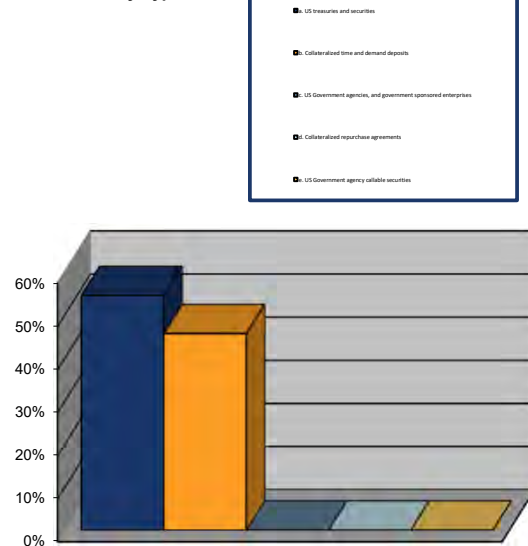
Average Annual Rate of Return: **3.4934**

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

Investment by Maturity



Diversification by Type



Listing of Investments Matured During the Month

Month	Receipt #	Institution	Description	Restricted	Maturity Date	Principal	Par **	Yield	Days Held
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Average Rate of Return on Maturities:

February Grant Summary

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

Current Grant Awards:	Grantor	Award Amt. / Match Required	Eligible Amount Expended to Date	Awards/ Reimbursements Rec'd. to Date	Grant Deadline
Police:					
State & Community Hwy. Safety Grant - DWI (Oct. 2022 - Sept. 2023)	MoDOT (Traffic & Hwy. Safety Division)	\$7,500 (no match)	\$967.28	\$967.28	09/30/22
State & Community Hwy. Safety Grant - HMV (Oct. 2022 - Sept. 2023)	MoDOT (Traffic & Hwy. Safety Division)	\$6,000 (no match)	\$0.00	\$0.00	09/30/22
Bulletproof Vest Partnership (Sept. 2019 - Aug. 2022)	DOJ	\$5,398 (50% match)	\$3,389.38	\$3,389.38	08/31/24
Parks:					
Emergency Management:					
Emergency Mgmt. Performance Grant - 2023 (July 2022 - June 2023)	FEMA	\$41,678.26 (50% match)	\$15,966.76	\$7,784.60	06/30/23
Cares Act - COVID19	Cass County		\$1,124,198	\$1,124,198	12/31/20
American Rescue Plan Act (ARPA)	State of MO - Office of Administration	\$4,478,428.98	\$4,502,163.68	\$4,502,163.68	12/31/26
Community Development:					
Community Development	AARP	\$15,000	\$12,349.52	\$15,000.00	11/05/18

Past Grant Awards:	Grantor	Award Amount / Match Req'd.	Eligible Amount Expended to Date	Awards/ Reimbursements Rec'd. to Date	Grant Deadline
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Consent Agenda

THE RAYMORE CITY COUNCIL MET IN REGULAR SESSION ON MONDAY, MARCH 13, 2023 IN COUNCIL CHAMBERS AT 100 MUNICIPAL CIRCLE, RAYMORE, MISSOURI. MEMBERS PRESENT: MAYOR TURNBOW, COUNCILMEMBERS ABDELGAWAD, BARBER, BERENDZEN, BURKE III, HOLMAN, TOWNSEND, AND WILLS. ALSO PRESENT: 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.

3. Pledge of Allegiance

4. Presentation/Awards

5. Personal Appearances

6. Staff Reports

Development Services Director David Gress reviewed the staff report included in the packet. He answered questions from Council.

Chief of Police Jim Wilson announced the Citizens Academy will begin on March 29 and run through May 17.

City Manager Jim Feuerborn discussed items for the March 20 work session.

7. Committee Reports

8. Consent Agenda

A. City Council Special Meeting minutes, February 16, 2023

B. City Council Meeting minutes, February 27, 2023

C. Resolution 23-07: Acceptance of Public Improvements - Timber Trails 3rd

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

DISCUSSION: None

VOTE: Councilmember Abdelgawad Aye
Councilmember Barber Aye

Councilmember Berendzen	Aye
Councilmember Burke III	Aye
Councilmember Forster	Absent
Councilmember Holman	Aye
Councilmember Townsend	Aye
Councilmember Wills	Aye

9. Unfinished 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 second reading of Bill 3789 by title only.

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

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

Mayor Turnbow announced the motion carried and declared Bill 3789 as **Raymore City Ordinance 2023-017**.

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 second reading of Bill 3790 by title only.

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

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

Mayor Turnbow announced the motion carried and declared Bill 3790 as **Raymore City Ordinance 2023-018**.

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 second reading of Bill 3784 by title only.

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

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

Mayor Turnbow announced the motion carried and declared Bill 3784 as **Raymore City Ordinance 2023-019**.

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 second reading of Bill 3785 by title only.

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

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

Mayor Turnbow announced the motion carried and declared Bill 3785 as **Raymore City Ordinance 2023-020**.

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 second reading of Bill 3786 by title only.

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

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

Mayor Turnbow announced the motion carried and declared Bill 3786 as **Raymore City Ordinance 2023-021**.

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 second reading of Bill 3787 by title only.

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

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

Mayor Turnbow announced the motion carried and declared Bill 3787 as **Raymore City Ordinance 2023-022**.

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 second reading of Bill 3788 by title only.

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

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

Mayor Turnbow announced the motion carried and declared Bill 3788 as **Raymore City Ordinance 2023-023**.

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

BILL 3795: "AN ORDINANCE APPROVING A REDEVELOPMENT PLAN FOR AN INDUSTRIAL DEVELOPMENT PROJECT AND A DEVELOPMENT AND PERFORMANCE AGREEMENT BETWEEN THE CITY OF RAYMORE, MISSOURI AND VANTRUST 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."

Recording Secretary Ashley Perrey conducted the first reading of Bill 3795 by title only.

Mayor Turnbow noted the public hearing was continued from the February 27, 2023 City Council meeting; he called for a staff report at 7:15 p.m.

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. At the February 17, 2023 meeting, the City Council voted unanimously to continue this request to 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. In January 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.

Sarah Granath, Gilmore & Bell, stated this Chapter 100 plan is for real property and for 20 years from each bond issuance, which is the same length as the Chapter 100 plans for Raymore Commerce Center. Each bond issuance will come before the

Council. This plan contemplates 1.75 to 3.5 million square feet of development and a total investment of \$200 to \$350 million. The initial infrastructure would be complete by the end of 2024. The agreement requires the developer to start the next phase of development within 24 months of substantial completion of the prior project to keep the project moving forward, and all buildings must be completed by the end of 2031, unless the developer requests an extension. PILOT payments are calculated by square footage in each building and the plan and cost benefit analysis is using the assumption of 3.75 million square feet. Using these assumptions, the abatement would be approximately \$84 million over the life of the plan, with PILOTs equaling around \$17 million over the life of the plan. The company would also receive a sales and use tax exemption on construction materials. The city applied for and received the MoDOT Governor's Transportation Cost Share Program Grant, which a portion of will be used to reimburse the developer up to \$2,751,933 for improvements at Dean Avenue and 195th Street.

Grant Harrison, Van Trust Real Estate, 4900 Main Street, Kansas City, MO, appreciates the consideration of this item.

City Manager Jim Feuerborn stated he and Raymore-Peculiar School District Superintendent Dr. Schlagle had a productive meeting. The plan he is hoping to come to with the school district could be the topic of a joint work session with the school board on May 1. The goal would be for re-education on Chapter 100 programs.

Mayor Turnbow asked for comments from taxing jurisdictions, hearing none, he closed the public hearing at 7:24 p.m.

MOTION: By Councilmember Townsend, second by Councilmember Holman to approve the first reading of Bill 3795 by title only.

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

10. New Business

A. Award of Contract - Outdoor Solutions, LLC

BILL 3794: "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."

Councilmember Holman recused himself from the dais due to conflict of interest pertaining to this item.

City Manager Jim Feuerborn conducted the first reading of Bill 3794 by title only.

Assistant City Manager Ryan Murdock provided a review of the staff report included in the Council packet. 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. He noted a correction to a street name listed in the contract.

Councilmember Berendzen noted that he has heard good things about this local company.

MOTION: By Councilmember Townsend, second by Councilmember Holman to approve the first reading of Bill 3794 by title only.

DISCUSSION: None

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

Councilmember Holman returned to his seat at the dais.

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

BILL 3791: "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."

Recording Secretary Ashley Perrey conducted the first reading of Bill 3791 by title only.

Mayor Turnbow opened the public hearing at 7:29 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. 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 townhome 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.

Mayor Turnbow opened the floor to public comment. Hearing none, he closed the public hearing at 7:31 p.m.

MOTION: By Councilmember Townsend, second by Councilmember Holman to approve the first reading of Bill 3791 by title only.

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

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

BILL 3792: "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."

Recording Secretary Ashley Perrey conducted the first reading of Bill 3792 by title only.

Development Services Director David Gress provided a review of the staff report included in the Council packet. 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.

MOTION: By Councilmember Townsend, second by Councilmember Holman to approve the first reading of Bill 3792 by title only.

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

D. Establishing Stop Signs

BILL 3793: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, ESTABLISHING STOP SIGNS WITHIN THE CITY LIMITS OF RAYMORE, CASS COUNTY, MISSOURI."

Recording Secretary Ashley Perrey conducted the first reading of Bill 3793 by title only.

Public Works Director Mike Krass provided a review of the staff report included in the Council packet. At a recent work session, staff presented recommendations regarding modifications to the traffic control within the Timber Trails Development. Additional stop signs as outlined in the Council packet would be installed upon formal approval.

MOTION: By Councilmember Townsend, second by Councilmember Holman to approve the first reading of Bill 3793 by title only.

DISCUSSION: Councilmember Townsend noted the concern of the lack of stop signs in the development. He stated the residents in the area will be pleased.

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 observed a moment of silence for Hermann, MO Det. Sgt. Mason Griffith who was killed in the line of duty. They thanked Mayor Turnbow for his engagement and leadership in discussing an issue with a concerned citizen and thanked the community for their participation in the landfill fight.

Councilmember Burke noted the passing of his neighbor, Heather Crouch, and that his son is being deployed to the Mexican border.

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 7:43 p.m.

13. Adjournment

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

DISCUSSION: None

VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye

Councilmember Berendzen	Aye
Councilmember Burke III	Aye
Councilmember Forster	Absent
Councilmember Holman	Aye
Councilmember Townsend	Aye
Councilmember Wills	Aye

The regular meeting of the Raymore Council adjourned at 8:22 p.m.

Respectfully submitted,

Ashley Perrey
Recording Secretary

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

Unfinished Business



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
Total²		\$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	2,854,511	2,911,601	2,911,601	2,911,601	2,969,833	2,969,833	3,029,230	3,029,230	3,089,815
R-2 Ray-Pec	0.8978	509,479	519,668	519,668	519,668	530,062	530,062	540,663	540,663	551,476
Fire 2-So Metro	0.3420	194,076	197,958	197,958	197,958	201,917	201,917	205,955	205,955	210,074
Amb 2-So Metro	0.0300	17,024	17,024	17,365	17,365	17,712	17,712	18,066	18,066	18,428
State	0.2137	121,269	123,269	123,695	123,695	126,169	126,169	128,692	128,692	131,266
Cass Co Rd&Brdg	0.2545	144,422	144,422	147,311	147,311	150,257	150,257	153,262	153,262	156,327
Cass Co Library	0.1242	70,480	70,480	71,890	71,890	73,328	73,328	74,794	74,794	76,290
Hospital Maint	0.0454	25,763	25,763	26,279	26,279	26,804	26,804	27,340	27,340	27,887
Shelter Wkshop	1.2447	706,336	706,336	720,462	720,462	734,872	734,872	749,569	749,569	764,561
Raymore-City	8.1825	4,643,362	4,736,229	4,736,229	4,736,229	4,830,954	4,830,954	4,927,573	4,927,573	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	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
R-2 Ray-Pec	0.8978	562,506	573,756	573,756	573,756	585,231	585,231	596,936	608,874	608,874	11,157,301
Fire 2-So Metro	0.3420	214,276	214,276	218,561	218,561	222,933	222,933	227,391	231,939	231,939	4,250,164
Amb 2-So Metro	0.0300	18,796	18,796	19,172	19,172	19,556	19,556	19,947	20,346	20,346	372,821
State	0.2137	133,891	133,891	136,569	136,569	139,300	139,300	142,086	144,928	144,928	2,655,731
Cass Co Rd&Brdg	0.2545	159,454	159,454	162,643	162,643	165,896	165,896	169,214	172,598	172,598	3,162,768
Cass Co Library	0.1242	77,816	77,816	79,372	79,372	80,960	80,960	82,579	84,231	84,231	1,543,481
Hospital Maint	0.0454	28,445	28,445	29,014	29,014	29,594	29,594	30,186	30,790	30,790	564,203
Shelter Wkshop	1.2447	779,852	779,852	795,449	795,449	811,358	811,358	827,585	844,137	844,137	15,468,359
Raymore-City	8.1825	5,126,647	5,126,647	5,229,179	5,229,179	5,333,763	5,333,763	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
	5.0302	5.0302	5.0302	5.0302	5.0302	5.0302	5.0302	5.0302	5.0302	5.0302
	0.8978	0.8978	0.8978	0.8978	0.8978	0.8978	0.8978	0.8978	0.8978	0.8978
	0.3420	0.3420	0.3420	0.3420	0.3420	0.3420	0.3420	0.3420	0.3420	0.3420
	0.0300	0.0300	0.0300	0.0300	0.0300	0.0300	0.0300	0.0300	0.0300	0.0300
	0.2137	0.2137	0.2137	0.2137	0.2137	0.2137	0.2137	0.2137	0.2137	0.2137
	0.2545	0.2545	0.2545	0.2545	0.2545	0.2545	0.2545	0.2545	0.2545	0.2545
	0.1242	0.1242	0.1242	0.1242	0.1242	0.1242	0.1242	0.1242	0.1242	0.1242
	0.0454	0.0454	0.0454	0.0454	0.0454	0.0454	0.0454	0.0454	0.0454	0.0454
	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	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	Total
	\$ 207,940	\$ 207,940	\$ 207,940	\$ 207,940	\$ 207,940	\$ 207,940	\$ 207,940	\$ 207,940	\$ 207,940	\$ 207,940	\$ 2,183,250
	37,113	37,113	37,113	37,113	37,113	37,113	37,113	37,113	37,113	37,113	2,183,250
	14,138	14,138	14,138	14,138	14,138	14,138	14,138	14,138	14,138	14,138	2,183,250
	1,240	1,240	1,240	1,240	1,240	1,240	1,240	1,240	1,240	1,240	2,183,250
	8,834	8,834	8,834	8,834	8,834	8,834	8,834	8,834	8,834	8,834	2,183,250
	10,521	10,521	10,521	10,521	10,521	10,521	10,521	10,521	10,521	10,521	2,183,250
	5,134	5,134	5,134	5,134	5,134	5,134	5,134	5,134	5,134	5,134	2,183,250
	1,877	1,877	1,877	1,877	1,877	1,877	1,877	1,877	1,877	1,877	2,183,250
	51,454	51,454	51,454	51,454	51,454	51,454	51,454	51,454	51,454	51,454	2,183,250
	338,250	338,250	338,250	338,250	338,250	338,250	338,250	338,250	338,250	338,250	2,183,250
	8.1825	8.1825	8.1825	8.1825	8.1825	8.1825	8.1825	8.1825	8.1825	8.1825	2,183,250

**Projected Tax Abatement
 (Real Property)**

Estimated Assessed Value of Real Property	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034
Abatement Percentage	98.01%	98.01%	98.05%	98.05%	98.09%	96.18%	96.26%	96.26%	95.11%	95.11%
	\$ 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
Tax Rate per \$100	5.0302	5.0302	2,854,891	2,854,891	2,913,123	2,856,412	2,915,809	2,915,809	2,938,586	2,938,586
R-2 Ray-Pec	0.8978	499,357	499,357	509,547	519,940	509,818	520,419	520,419	524,485	524,485
Fire 2-So Metro	0.3420	190,221	190,221	194,102	198,061	194,206	198,244	198,244	199,793	199,793
Amb 2-So Metro	0.0300	16,686	16,686	17,027	17,374	17,036	17,390	17,390	17,526	17,526
State	0.2137	118,860	118,860	121,285	123,759	121,350	123,873	123,873	124,841	124,841
Cass Co Rd&Brdg	0.2545	141,553	141,553	144,442	147,388	144,518	147,524	147,524	148,676	148,676
Cass Co Library	0.1242	69,080	69,080	70,490	71,928	70,527	71,994	71,994	72,556	72,556
Hospital Maint	0.0454	25,252	25,252	25,767	26,292	25,781	26,317	26,317	26,522	26,522
Shelter Wkshop	1.2447	692,303	692,303	706,430	720,839	706,806	721,504	721,504	727,140	727,140
Raymore-City	8.1825	\$ 4,551,112	\$ 4,551,112	\$ 4,643,979	\$ 4,738,704	\$ 4,646,454	\$ 4,743,073	\$ 4,743,073	\$ 4,780,124	\$ 4,780,124
Estimated Assessed Value of Real Property	\$ 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
Abatement Percentage	93.40%	93.40%	72.95%	72.95%	73.48%	59.07%	59.87%	59.87%	60.66%	60.66%
Tax Rate per \$100	5.0302	2,943,672	2,943,672	2,345,078	2,409,371	1,936,781	2,002,360	2,002,360	2,069,250	2,069,250
R-2 Ray-Pec	0.8978	525,392	525,392	418,554	430,029	345,680	357,385	357,385	369,324	369,324
Fire 2-So Metro	0.3420	200,138	200,138	159,440	163,812	131,680	136,139	136,139	140,687	140,687
Amb 2-So Metro	0.0300	17,556	17,556	13,986	14,369	11,551	11,942	11,942	12,341	12,341
State	0.2137	125,057	125,057	99,627	102,358	82,281	85,067	85,067	87,909	87,909
Cass Co Rd&Brdg	0.2545	148,933	148,933	118,648	121,901	97,990	101,308	101,308	104,692	104,692
Cass Co Library	0.1242	72,682	72,682	57,902	59,489	47,821	49,440	49,440	51,092	51,092
Hospital Maint	0.0454	26,568	26,568	21,165	21,746	17,480	18,072	18,072	18,676	18,676
Shelter Wkshop	1.2447	728,398	728,398	580,279	596,188	479,248	495,475	495,475	512,026	512,026
Raymore-City	8.1825	\$ 4,788,397	\$ 4,788,397	\$ 3,814,679	\$ 3,919,263	\$ 3,150,513	\$ 3,257,188	\$ 3,257,188	\$ 3,365,997	\$ 3,365,997
Total	\$ 51,850,577	\$ 51,850,577	\$ 49,254,393	\$ 49,254,393	\$ 51,850,577	\$ 51,850,577	\$ 51,850,577	\$ 51,850,577	\$ 51,850,577	\$ 51,850,577

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.]

IN WITNESS WHEREOF, the Parties have executed this Development and Performance Agreement on the date first written above.

CITY OF RAYMORE, MISSOURI

By: _____

(SEAL)

ATTEST:

ACKNOWLEDGMENT

STATE OF MISSOURI)
) ss.
COUNTY OF CASS)

BE IT REMEMBERED, that on this _____ day of _____, 2023, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came _____, the _____ for the City of Raymore, Missouri, a City existing under and by virtue of the laws of the State of Missouri, who is personally known to me to be the same person who executed, as such official, the within instrument on behalf of and with the authority of said City, and such person duly acknowledged the execution of the same to be the free act and deed of said City.

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

Notary Public

[SEAL]

My Commission Expires:

**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:



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: Kurt Shatford _____

Title: OWNER _____

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. _____

Addendum No. _____

Addendum No. _____

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

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



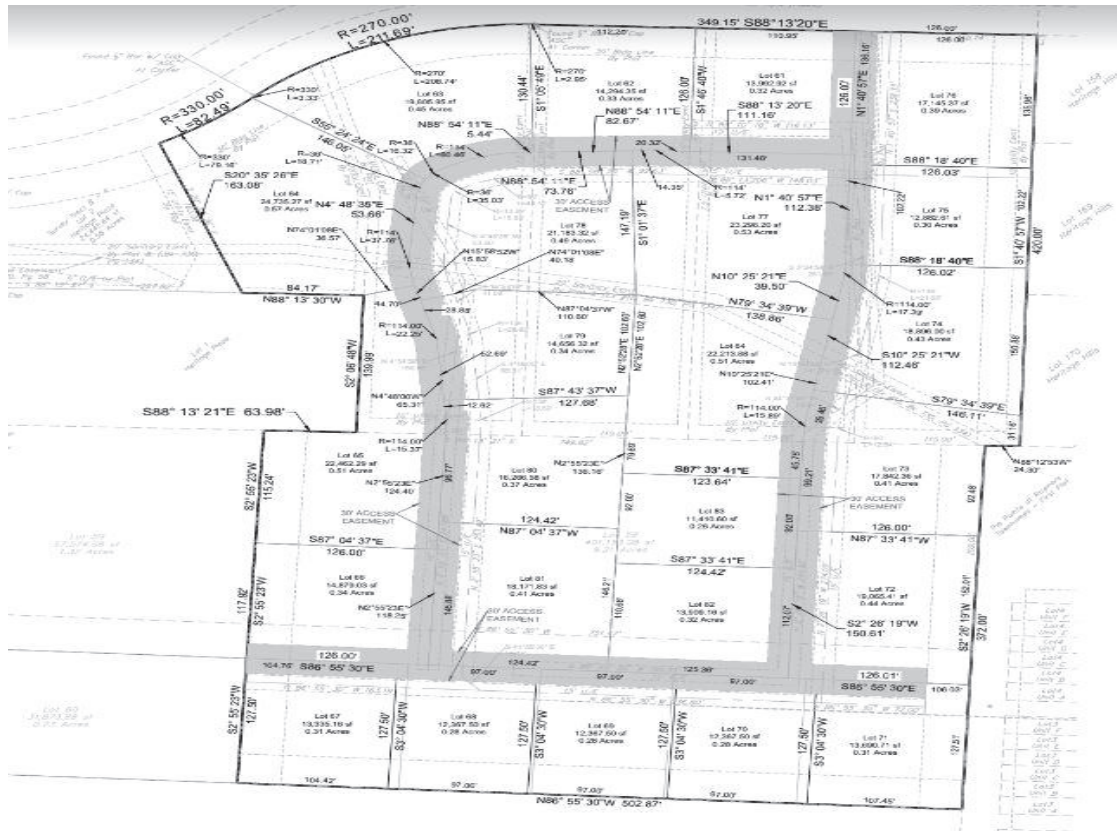
To: City Council
From: Planning and Zoning Commission
Date: March 13, 2023
Re: Case #23008 - Oak Ridge Farms 4th Plat - Final Plat

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:

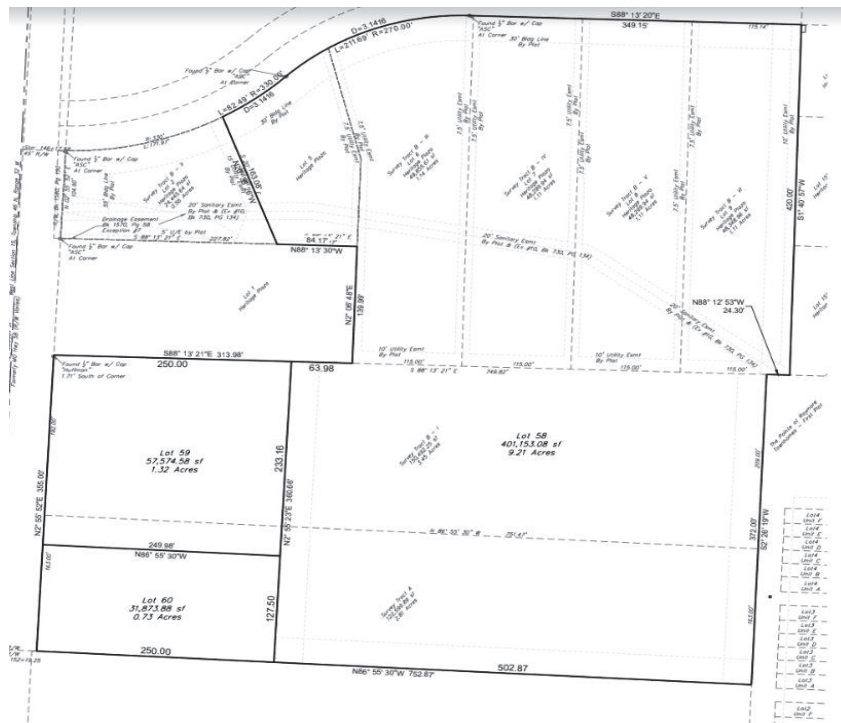
R-3A	
Minimum Lot Area	
per lot	12,000 Sq Ft.
Per dwelling unit	2,000 Sq Ft.
Minimum Lot Width (feet)	90
Minimum Lot Depth (feet)	120
Yards, Minimum (feet)	
front	30
rear	30
side	10
Maximum Building Height (feet)	50
Maximum Building Coverage (%)	40

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.

Minor Plat

Oak Ridge Farms 4th Plat, Lots 61-84
 Replat Oak Ridge Farms 4th Plat, Lot 58
 Section 15, Township 46 North, Range 32 West
 Raymore, Cass County, Missouri

Replat of Oak Ridge Farms 4th Plat, Lots 61-84
 Section 15, Township 46 North, Range 32 West
 Raymore, Cass County, Missouri

REVISIONS

DATE	DESCRIPTION

LEGEND

- These standard symbols will be found in the drawing.
- Set 1/2" Rebar & Cap (LS-200003180)
 - ⊙ Found Survey Monument (As Noted)
 - Potential Encroachments, as noted
 - Existing Fence Line - Chain Link
 - Existing Water Line
 - Existing Sanitary Sewer Main
 - Existing Storm Sewer
 - Existing Gas Line
 - Existing Underground Telephone
 - Existing Underground Electric
 - Access Easement



SURVEY AND PLAT NOTES:

- THE FOLLOWING STANDARDS SHALL BE SET UPON COMPLETION OF PROPOSED CONSTRUCTION OR RECONSTRUCTION OF THIS PLAT, WHICH SHALL BE SUBJECT TO THE FOLLOWING LOCATIONS UNLESS NOTED OTHERWISE ON THIS PLAT:
 - 1/2" x 1/2" IRON BARS WITH PLASTIC CAP MARKED LS-200003180 AT ALL REAR LOT CORNERS AND AT OTHER MARKED 1" CORNER LINE KITCHED AT THE PROJECTION OF BARE LOT LINES.
 - PERMANENT MONUMENTS SHALL BE PLACED AS MARKED LS-200003180 AT ALL LOCATIONS MARKED "X".
 - THE POSITION OF EACH MONUMENT AS MARKED BY "X" OR "O" IS REFERRED TO AS CORNER OR POINT AND IS TO BE SET UPON THE NORTH LINE OF THE NW 1/4 OF SECTION 24, R. 32, T. 46 N. AS SHOWN ON THIS PLAT. THE DISTANCE NOTED FROM THE MARKED PROPERTY CORNER TO THE CORNER MONUMENT SHALL BE AS NOTED ON THIS PLAT.
 - ALL BEARING SHOWN ON THIS PLAT ARE BASED UPON THE NORTH LINE OF THE NW 1/4 OF SECTION 24, R. 32, T. 46 N. AS SHOWN ON THIS PLAT.
 - THE FIELD SURVEY FOR THIS PLAT MEETS THE ACCURACY STANDARDS OF AN URBAN SURVEY AS DEFINED BY THE CURRENT MISSOURI MANUAL OF PRACTICE FOR SURVEYING AND MAPPING.

- ### PROPERTY DESCRIPTION
- All Lots 61 of Oak Ridge Farms 4th Plat, Lots 61-84 in Raymore, Cass County, Missouri.
- ### EASEMENTS:
- AN EASEMENT OR LICENSE IS HEREBY GRANTED TO THE CITY OF RAYMORE, MISSOURI FOR THE PURPOSE OF LOCATING, CONSTRUCTING, OPERATING OR MAINTAINING FACILITIES INCLUDING, BUT NOT LIMITED TO, WELLS, SANITARY SEWER, STORM SEWER, TELEPHONE CABLE, TV, OR OTHER UTILITY OR SERVICE. ANY CALL OF THE EASEMENT SHALL BE MADE BY THE CITY OF RAYMORE, MISSOURI. THE CITY OF RAYMORE, MISSOURI SHALL BE RESPONSIBLE FOR THE LOCATION AND INSTALLATION OF ANY UTILITY OR SERVICE. ANY CALL OF THE EASEMENT SHALL BE MADE BY THE CITY OF RAYMORE, MISSOURI.
 - WHERE AN EASEMENT IS DESIGNATED FOR A PARTICULAR PURPOSE, THAT IS, "UTILITY EASEMENT" OR "WELL" OR "WATER EASEMENT" OR "ACCESS EASEMENT" OR "ELECTRIC" OR "GAS" OR "TELEPHONE" OR "CABLE" OR "TV" OR "OTHER UTILITY OR SERVICE", THE USER THEREOF SHALL BE RESPONSIBLE FOR THE LOCATION AND INSTALLATION OF ANY UTILITY OR SERVICE. ANY CALL OF THE EASEMENT SHALL BE MADE BY THE USER THEREOF.
 - THE USER OF ANY UTILITY OR SERVICE SHALL BE RESPONSIBLE FOR THE LOCATION AND INSTALLATION OF ANY UTILITY OR SERVICE. ANY CALL OF THE EASEMENT SHALL BE MADE BY THE USER THEREOF.
 - THE USER OF ANY UTILITY OR SERVICE SHALL BE RESPONSIBLE FOR THE LOCATION AND INSTALLATION OF ANY UTILITY OR SERVICE. ANY CALL OF THE EASEMENT SHALL BE MADE BY THE USER THEREOF.
 - THE USER OF ANY UTILITY OR SERVICE SHALL BE RESPONSIBLE FOR THE LOCATION AND INSTALLATION OF ANY UTILITY OR SERVICE. ANY CALL OF THE EASEMENT SHALL BE MADE BY THE USER THEREOF.



MINOR PLAT

SHEET	SECTION	TOWNSHIP	RANGE	COUNTY	STATE
1 OF 1	15	46N	32W	CASS	MO
M. Schlich, PLS., PE					
DRAFT					
DATE OF PREPARATION: January 27, 2023					



Vicinity Map 1" = 500'

CASS COUNTY
 RECORDER'S OFFICE:
 ENTERED ON TRANSFER RECORD THIS _____ DAY OF _____, 2023.
 DEPUTY COUNTY RECORDER OF DEEDS

NOTARY CERTIFICATION:

STATE OF _____ COUNTY OF _____

ON THIS _____ DAY OF _____, 2023, BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED _____ TO ME KNOWN TO BE THE PERSON DESCRIBED HEREIN, WHO EXECUTED THE FOREGOING INSTRUMENT AND BEING DULY SWORN BY ME TO THE CONTENTS OF SAID INSTRUMENT WAS SIGNED AND SEALED AS THE FREE ACT AND DEED OF SAID LLC, AND THAT SAID INSTRUMENT WAS SIGNED AND SEALED AS THE FREE ACT AND DEED OF SAID LLC.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIRMED SEAL, THE DATE LAST WRITTEN ABOVE.

MY COMMISSION EXPIRES _____

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY THAT I HAVE MADE A SURVEY OF THE PREMISES DESCRIBED HEREIN WHICH MEETS OR EXCEEDS THE CURRENT MISSOURI MANUAL OF PRACTICE FOR SURVEYING AND MAPPING. I AM JOINTLY RESPONSIBLE FOR THE ACCURACY OF THIS SURVEY WITH THE SURVEYOR AND ARCHITECTS AND THE ASSOCIATION OF NATURAL RESOURCES. I AM NOT RESPONSIBLE FOR THE ACCURACY OF ANY OTHER SURVEY OR SURVEYS REPRESENTED ON THIS PLAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF.

MATTHEW J. SCHLICH, MOPLS 2012000102
 ENGINEERING SOLUTIONS, L.L.C., MO CORP. LS 200003180

March 27, 2023
 City Council Packet
 12-21-23
 ENGINEERING



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:

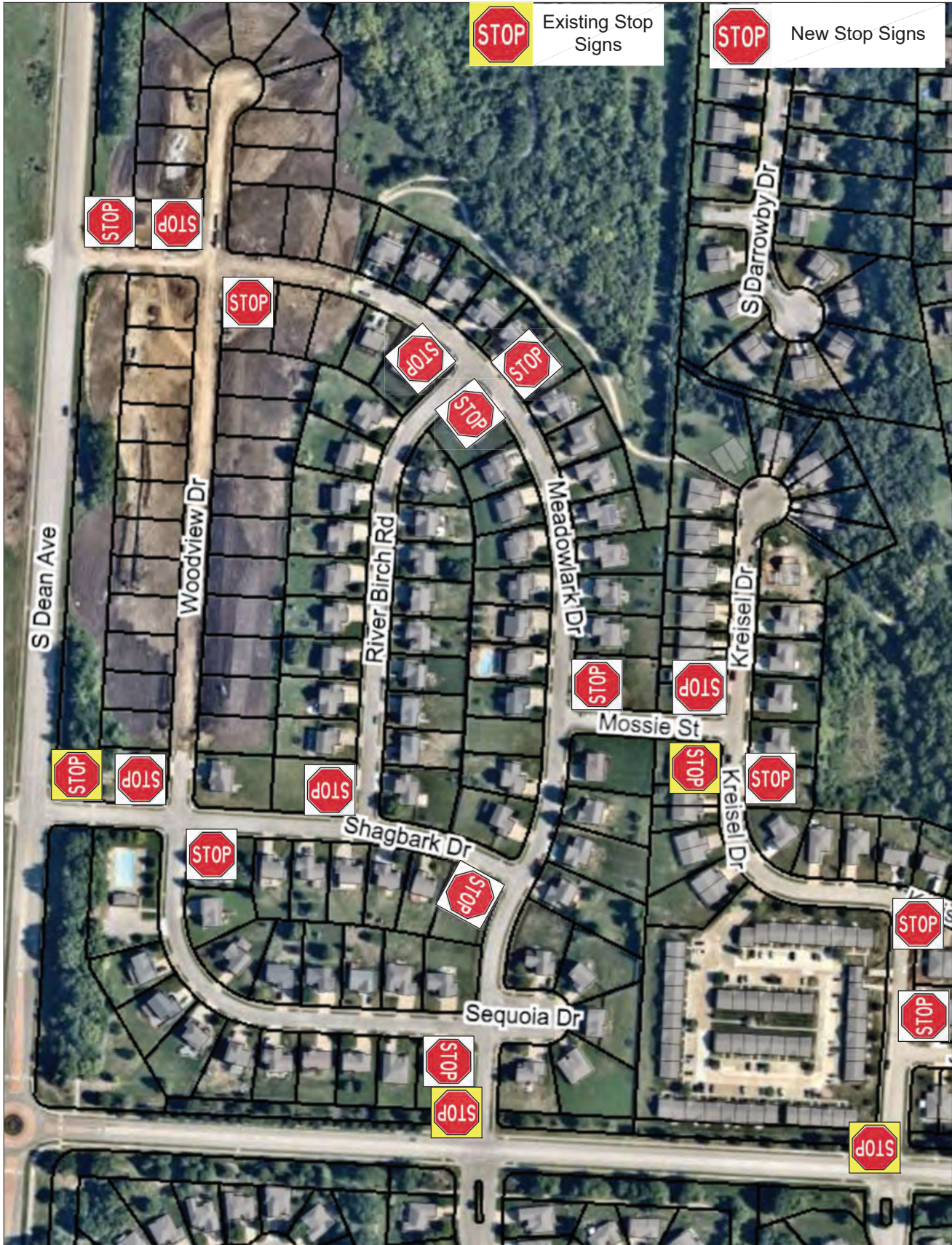
Jim Feuerborn

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

New Business



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: March 27, 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 3796: Easement Vacation, 807 Bridgeshire Drive

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: N/A
Date: N/A
Action/Vote: N/A

LIST OF REFERENCE DOCUMENTS ATTACHED

Staff Report
Plot Plan

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

Brad and Tiffany Kiehl, owners of the property located at 807 Bridgeshire Drive in the Edgewater at Creekmoor subdivision, have requested a vacation of 17 feet of an existing 25 foot utility easement located in the rear yard of the property. The request would allow for the construction of a pool.

Utility companies, including Spire, Evergy, AT&T, Comcast and others, were notified of the request and no objections were received.

The requested vacation would leave approximately 8 feet remaining within the utility easement for use by utility companies, which is a standard dimension for utility easements on residential properties.

BILL 3796

ORDINANCE

“AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, VACATING A PORTION OF A 25 FOOT REAR-YARD UTILITY EASEMENT LOCATED ON LOT 181 IN EDGEWATER AT CREEKMOOR SIXTH PLAT, A SUBDIVISION IN THE CITY OF RAYMORE, CASS COUNTY, MISSOURI.”

WHEREAS, the City Council held a public hearing regarding the proposed easement vacation on March 27, 2023, after notice of said hearing was published in a newspaper of general circulation in the City at least 15 days prior to said hearing; and,

WHEREAS, following all testimony and upon due consideration and deliberation, the City Council has determined that the proposed easement vacation is in the best interest of the City.

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

Section 1. The City Council vacates a portion of the utility easement on the following described property by reducing the easement within the rear-yard from twenty-five (25) feet in width down to eight (8) feet in width:

Lot 181, Edgewater at Creekmoor 6th Plat, commonly known as 807 Bridgeshire Drive

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

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

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

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

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

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 10TH DAY OF APRIL, 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

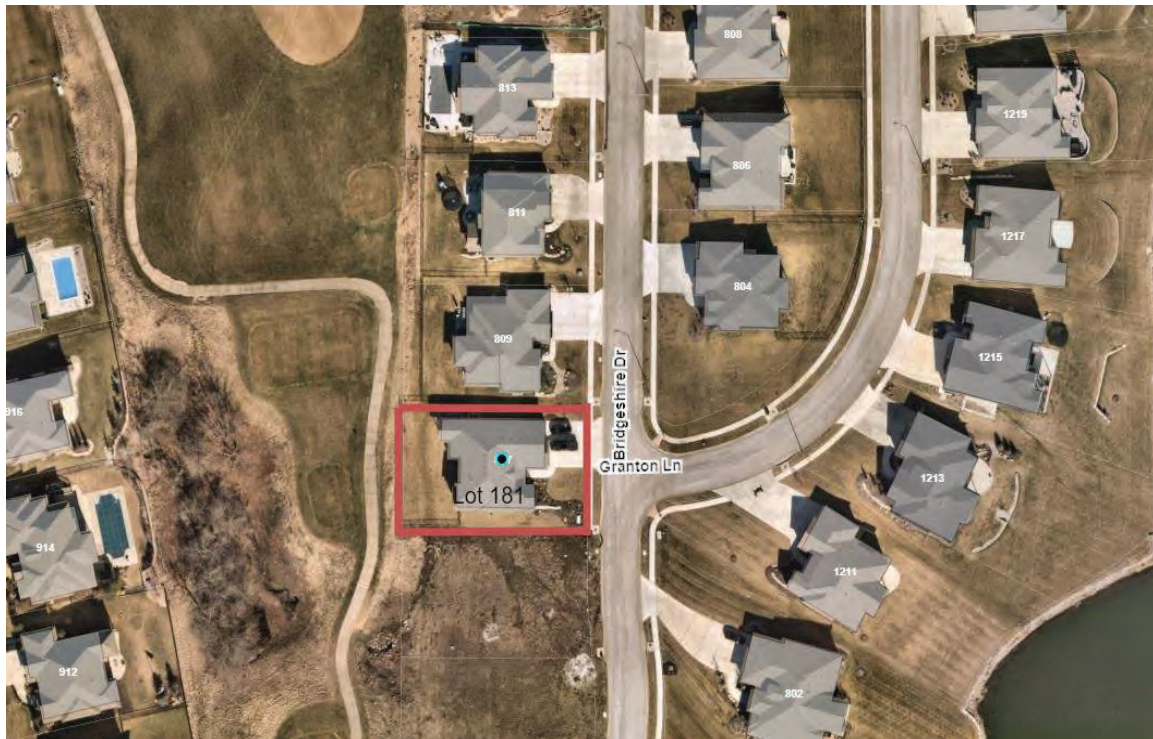


To: City Council
From: City Staff
Date: March 27, 2023
Re: **Case #23006 807 Bridgeshire Drive - Utility Easement Vacation**

GENERAL INFORMATION

**Applicant/
Property Owner:** Brad and Tiffany Kiehl
807 Bridgeshire Dr.
Raymore, MO 64083

Property Location: 807 Bridgeshire Drive.



Requested Action: To vacate seventeen feet (17') of an existing twenty-five foot (25') utility easement in the rear yard of the property.

Site Photos:



View looking south from north property line



View looking east from west property line



View looking north from south property line

Existing Zoning: “PUD” Planned Unit Development

Growth Management Plan: The Future Land Use Plan Map contained in the Growth Management Plan identifies this property as appropriate for Low-Density Residential development.

Major Street Plan: The Major Thoroughfare Plan Map contained in the Growth Management Plan classifies Bridgeshire Drive as a Local Road.

Legal Description: Edgewater at Creekmoor 6th Plat Lot 181

Advertisement: February 22, 2023 **Journal** newspaper

Public Hearing: March 27, 2023 City Council

Items of Record: **Exhibit 1. Notice of Publication**
Exhibit 2. Unified Development Code
Exhibit 3. Application
Exhibit 4. Growth Management Plan
Exhibit 5. Staff Report
Exhibit 6. Plot Plan
Additional exhibits as presented during hearing

EASEMENT VACATION REQUIREMENTS

The following sections of the Unified Development Code are applicable to this application:

1. Section 470.170: Vacation of Streets, Easements or Plats
2. Section 470.170 (A) states:
“No vacation may take place unless the consent of the persons owning two-thirds of the property immediately adjoining thereto is obtained in writing.”
3. The Unified Development Code authorizes the Development Services Director to determine if it would be advisable to obtain the recommendation of the Planning and Zoning Commission concerning a vacation application prior to the required public hearing before the City Council.
4. The City Council may approve the application if it determines from the evidence that:
 - a. due and legal notice has been given by publication as required herein;
 - b. no private rights will be injured or endangered by the vacation;
 - c. the proposed vacation is not contrary to the Growth Management Plan or any other transportation plans for the City; and
 - d. the public will suffer no loss or inconvenience thereby and that in justice to the applicant or applicants the application should be granted.

PREVIOUS PLANNING ACTIONS ON OR NEAR THE PROPERTY

1. The Edgewater at Creekmoor 6th Plat, which established the subject property, was recorded on April 5, 2018.
2. City Council approved a vacation of easement for 813 Bridgeshire Dr. on April 26, 2021.
3. A building permit was issued on September 28, 2022. The home has received its Certificate of Occupancy.

STAFF COMMENTS

1. All of the lots on the west side of Bridgeshire Drive have the twenty-five foot wide rear yard easement.
2. Evergy has electric utilities located in the front yard easement area.
3. The City water main is located in the front yard easement area.
4. The City sanitary sewer main is located on the east side of Bridgeshire Drive.

5. Staff notified all utility companies that may have facilities in the easement.
6. AT&T has a utility box located in the northwest corner of the property. The utility is located in part of the easement area that will remain, under the proposed vacation.
7. The standard dimension for a utility easement in the rear yard is between 7.5 feet and 10 feet for standard residential lots.
8. Similar requests for reduction of rear yard easements have been approved for 914 Creekmoor Drive, 1211 Dunvegan Lane and 813 Bridgeshire Dr. within the Creekmoor Subdivision.

STAFF PROPOSED FINDINGS OF FACT

Under Section 470.170 of the Unified Development Code, the City Council is directed concerning its actions in dealing with a request to vacate a portion of a utility easement. Under 470.170 (C) (3) the City Council may approve the application if it determines from the evidence that:

- 1. due and legal notice has been given by publication as required herein;**

Legal notice of the request was published in *The North Cass Herald* Newspaper on February 22, 2023.

- 2. no private rights will be injured or endangered by the vacation;**

The proposed vacation will not injure or endanger any private rights.

- 3. the proposed vacation is not contrary to the Growth Management Plan or any other transportation plans for the City; and**

The proposed vacation is not contrary to the Growth Management Plan or any other transportation plans for the City. Similar requests have been made and approved within the Creekmoor subdivision to allow for the construction of a pool.

- 4. the public will suffer no loss or inconvenience thereby and that in justice to the applicant or applicants the application should be granted.**

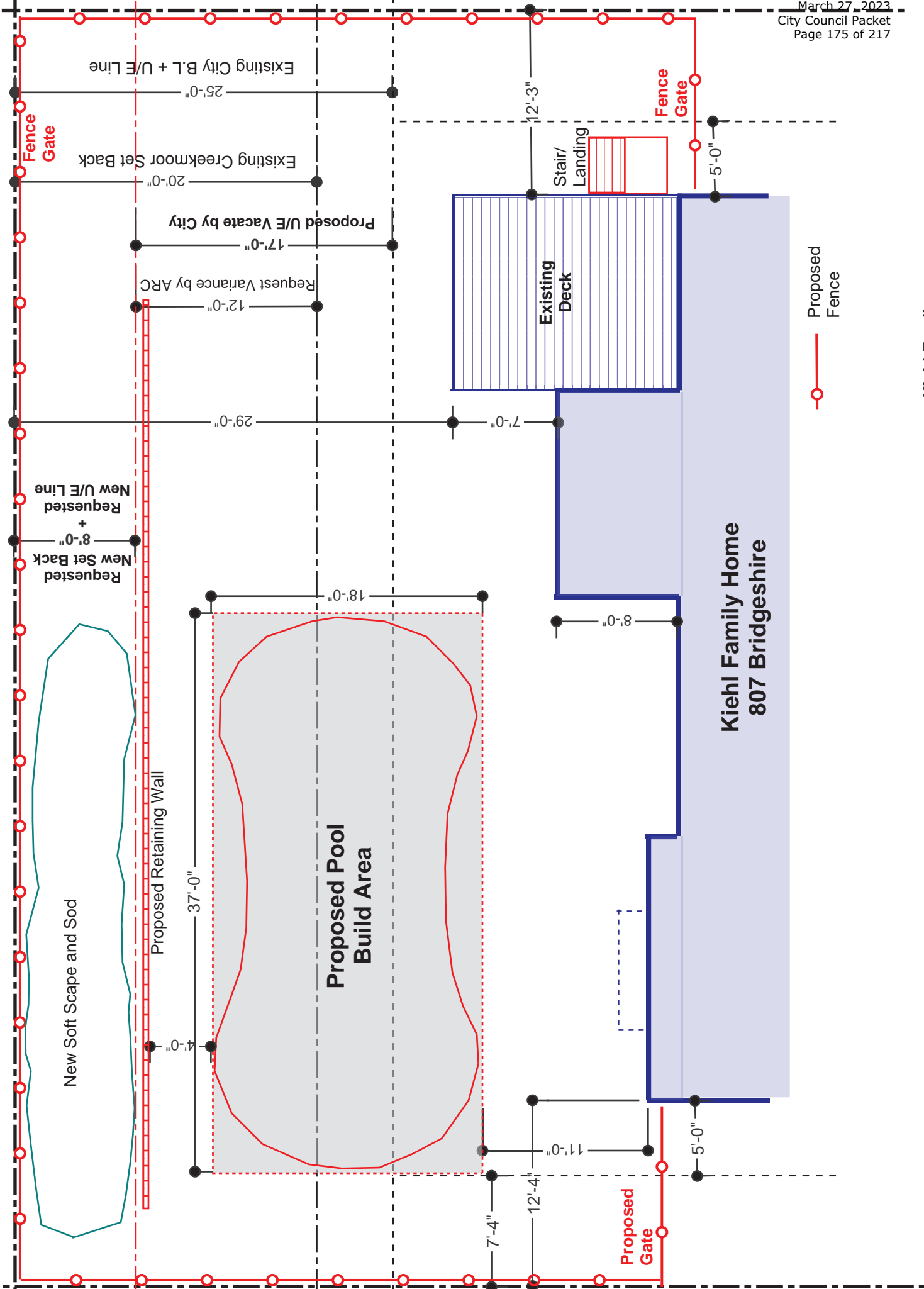
The public will not suffer any loss or inconvenience by the reduction in the easement. The remaining easement dimension, if approved, will be consistent with the standard dimensions of a rear yard utility easement.

REVIEW OF INFORMATION AND SCHEDULE

<u>Action</u>	<u>City Council 1st</u>	<u>City Council 2nd</u>
Public Hearing	March 27, 2023	April 28, 2023

STAFF RECOMMENDATION

Staff recommends that the City Council approve Case #23006 - 807 Bridgshire Drive Utility Easement Vacation.



Proposed Fence

Kiehl Family Home
807 Bridgeshire



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: March 27, 2023

SUBMITTED BY: David Gress

DEPARTMENT: Development Services

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

TITLE / ISSUE / REQUEST

Resolution 23-08: Preliminary Plan Extension for Allera

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: N/A
Date: N/A
Action/Vote: N/A

LIST OF REFERENCE DOCUMENTS ATTACHED

Request Letter(s)
Approved Preliminary Plan
Memorandum of Understanding

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

Brenner Holland representing Hunt Midwest, has requested an extension to the Preliminary Plan for the Allera Subdivision, 52-acre subdivision containing 171 single-family lots, located south of Johnston Drive, west of Dean Avenue.

The PUD zoning and Preliminary Plan were approved on April 25, 2022 by the City Council and are set to expire on April 25, 2023. The Developer is requesting a 1-year extension, with a new expiration date of April 25, 2024.

The applicant has indicated that development interest still remains for the project, but current economic conditions have caused the owner and the developer of the subdivision to place a hold on the final development of the project at this time.

The approved Preliminary Plan and Memorandum of Understanding remain unchanged from their currently approved form.

RESOLUTION 23-08

"A RESOLUTION OF THE CITY OF RAYMORE, MISSOURI, APPROVING A ONE-YEAR EXTENSION OF THE PRELIMINARY DEVELOPMENT PLAN FOR THE ALLERA PLANNED UNIT DEVELOPMENT."

WHEREAS, The Allera Planned Unit Development and related Memorandum of Understanding (MOU) were originally approved by the Raymore City Council on April 25, 2022; and,

WHEREAS, Section 470.050(I) of the Unified Development Code requires that a final plat application be filed within one year of the approval of a preliminary plan application, or such preliminary plan shall become null and void, unless an extension is granted by the City Council in accordance with Section 470.050(I)(3) of the Unified Development Code; and,

WHEREAS, Hunt Midwest, the owner of the property in which the Allera Planned Unit Development is located is hereby requesting a one (1) year extension to the expiration date of the Preliminary Plat and MOU; and,

WHEREAS, as required by the Unified Development Code Section 470.050(I)(3), City Council has determined that the extension request was made prior to the expiration date of the preliminary plan and the plan remains unchanged from its last approval by the City, and the terms and conditions contained within the MOU remain in full force and effect.

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

Section 1. This expiration date of Allera Planned Unit Development is hereby extended for a period of one (1) year, with a new expiration date of April 25, 2024.

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

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

DULY READ AND PASSED THIS 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



Hunt Midwest Real Estate
1881 Main Street, Suite 200
Kansas City, Missouri 64108

13 March 2023

Mr. David Gress
Director of Development Services
City of Raymore
100 Municipal Circle
Raytown Missouri 64083

RE: MOU for Allera PUD Preliminary Plat Approval

Dear Mr. Gress,

Hunt Midwest is requesting a 1-year extension to the MOU Allera PUD Preliminary Plat Approval. The project is still of interest but due to current economic conditions of rising interest rates and Berkshire Hathaway's direction, being owner of Summit Homes, to put a hold on land purchasing at this time, we would like to make this request.

Per our conversation this item will need to be approved by City Council. As the submission of this letter being before March 20th as you requested, this item will be placed on the agenda for the March 27th, 2023, meeting. As required a Hunt Midwest representative will be present.

Thank you for your guidance.
Sincerely,

A handwritten signature in blue ink, appearing to read "Jonathan Birkel".

Jonathan Birkel
Director of Development Residential



March 17, 2023

Mr. David Gress
Director of Development Services
City of Raymore
100 Municipal Circle
Raymore, MO 64083

RE: Allera MOU and PUD Preliminary Plat Approval

Dear Mr. Gress,

Clayton Properties Group, Inc., DBA Summit Homes supports Hunt Midwest's request for a 1-year extension of the Allera MOU and PUD Preliminary plat approvals. The Allera project offers a variety of product types and excellent amenities for the future homebuyers and residents within the community and the surrounding neighborhood.

As requested, am submitting this letter prior to March 20th, 2023 for consideration.

Thank you.

Sincerely,

A handwritten signature in blue ink that reads "Bradley Kempf".

Bradley Kempf
VP Land & Development

Life happens here.

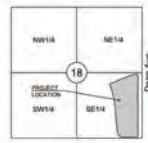
EXHIBIT A



SITE DATA	
EXISTING ZONING	R-30
PROPOSED ZONING	PUD
SITE AREA	152 ACRES (SPT +16.50 FT) 10.92 ACRES (SPT +16.50 FT) 41.42 ACRES (SPT +16.50 FT)
NET AREA	171 LOTS
NUMBER OF SINGLE FAMILY LOTS PROPOSED	170 LOTS
NUMBER OF CONDOMINIUM LOTS PROPOSED	1 LOTS
TOTAL NUMBER OF LOTS	171 LOTS
OPEN SPACE PROPOSED	8.86 ACRES (TRACTS A, B) 6.88 ACRES
NET DEVELOP (PAV, OPEN SPACE)	
LANDMARKS	
TOTAL NUMBER OF LOTS	1
PROPOSED ZONING	PUD
PROPOSED NUMBER OF BUILDING UNITS	3
PROPOSED BUILDING AREA	4200 SQ FT
TOTAL BUILDING AREA	12,400 SQ FT
PROPOSED BUILDING HEIGHT	20 FT (2 STORIES)
PROPOSED SURFACE LOT PARKING	75 SPACES
PROPOSED GARAGE PARKING	10 SPACES
PROPOSED DRIVEWAY PARKING	18 SPACES
TOTAL PROPOSED PARKING	103 SPACES
LOT A	
TOTAL NUMBER OF LOTS	28 SINGLE FAMILY
PROPOSED ZONING	R-30
BUILD SIZE	30 X 50
LOT SIZE	88 X 135
REAR YARD	25 FEET
FRONT YARD	25 FEET
INTERIOR SIDE YARD	5 FEET
STREET SIDE YARD	10 FEET
LOT B	
TOTAL NUMBER OF LOTS	28 SINGLE FAMILY
PROPOSED ZONING	R-30
BUILD SIZE	30 X 50
LOT SIZE	88 X 135
REAR YARD	25 FEET
FRONT YARD	25 FEET
INTERIOR SIDE YARD	5 FEET
STREET SIDE YARD	10 FEET
LOT C	
TOTAL NUMBER OF LOTS	27 SINGLE FAMILY
PROPOSED ZONING	R-30
BUILD SIZE	30 X 50
LOT SIZE	88 X 135
REAR YARD	25 FEET
FRONT YARD	25 FEET
INTERIOR SIDE YARD	5 FEET
STREET SIDE YARD	10 FEET
LOT D	
TOTAL NUMBER OF LOTS	27 SINGLE FAMILY
PROPOSED ZONING	R-30
BUILD SIZE	30 X 50
LOT SIZE	88 X 135
REAR YARD	25 FEET
FRONT YARD	25 FEET
INTERIOR SIDE YARD	5 FEET
STREET SIDE YARD	10 FEET

SE CORNER SE 1/4
 SEC. 18-46-32

ALLERA



SECTION 18-46-32
 LOCATION MAP
 SCALE 1" = 2000'
 BASIS OF BEARINGS:
 MISSISSIPPI COORDINATE
 SYSTEM 1983,
 WEST ZONE



Recorded In Cass County, Missouri



Recording Date/Time: 05/04/2022 at 09:56:27 AM

Book: 4849 Page: 131

Instr #: 715758

Type: MEMO

Pages: 16

Fee: \$69.00 S 20220006660



Mike Medsker
Recorder of Deeds



***Memorandum of Understanding
for
Allera Subdivision***

Legal Description Contained on Pages 2-3

Between Clayton Properties Group Inc., Grantor,

and

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

April 25, 2022

MEMORANDUM OF UNDERSTANDING
Allera Subdivision

THIS MEMORANDUM OF UNDERSTANDING ("MOU") FOR THE DEVELOPMENT OF THE ALLERA SUBDIVISION is made and entered into this 25TH day of APRIL 2022, by and between Clayton Properties Group, Inc. ("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 Allera, proposed to be located in the City of Raymore, Cass County, Missouri, and;

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

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

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

GEOGRAPHIC LOCATION:

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

A TRACT OF LAND IN THE SOUTHEAST QUARTER OF SECTION 18. TOWNSHIP 46 NORTH, RANGE 32 WEST OF THE 5TH PRINCIPAL MERIDIAN IN THE CITY OF RAYMORE CASS COUNTY, MISSOURI BEING BOUNDED AND DESCRIBED BY OR UNDER THE DIRECT SUPERVISION OF JASON S ROUDEBUSH, P.L.S. 2002014092. AS FOLLOWS COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 18: THENCE SOUTH 03'31'38" WEST ON THE EAST LINE OF SAID SOUTHEAST QUARTER, 84.80 FEET; THENCE NORTH 86 28'22" WEST, 171.07 FEET TO THE POINT OF BEGINNING OF THE TRACT OF LAND TO BE HEREIN DESCRIBED SAID POINT ALSO BEING A POINT OF THE WESTERLY RIGHT-OF-WAY LINE OF DEAN AVENUE AS NOW LOCATED: THENCE ON SAID RIGHT-OF-WAY LINE THE FOLLOWING 11 CALLS, SOUTH 03'30'19" WEST, 905.45 FEET; THENCE SOUTHWESTERLY ALONG A CURVE TO THE RIGHT HAVING AN INITIAL TANGENT BEARING OF SOUTH 03'29'39 WEST WITH A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 90'00'40" AND AN ARC DISTANCE OF 31.42 FEET: THENCE NORTH 86 29 41 WEST, 13.34 FEET THENCE SOUTH 03'30'19" WEST, 50.00 FEET, THENCE SOUTH 86'29'41" EAST, 13.34 FEET; THENCE SOUTHEASTERLY ALONG A CURVE TO THE RIGHT HAVING AN INITIAL TANGENT BEARING OF SOUTH 86'30'21 EAST WITH A RADIUS OF 20.00 FEET CENTRAL ANGLE OF 90'00'40" AND AN ARC DISTANCE OF 31.42 FEET: THENCE SOUTH 03'30'19 WEST, 945.75 FEET: THENCE SOUTHWESTERLY ALONG A CURVE TO THE RIGHT HAVING AN INITIAL TANGENT BEARING OF SOUTH 03'30'18" WEST WITH A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 90'00'00" AND AN ARC DISTANCE OF 23.56 FEET, THENCE SOUTH 03:30'18" WEST, 50.00 FEET; THENCE SOUTHEASTERLY ALONG A CURVE TO THE RIGHT HAVING AN INITIAL TANGENT BEARING OF SOUTH 86'29'42" EAST WITH A RADIUS OF 15.00 FEET. A CENTRAL ANGLE OF 90'00'00" AND AN ARC DISTANCE OF 23.56 FEET: THENCE SOUTH 03'30'18" WEST. 480.25 FEET: THENCE SOUTHWESTERLY ALONG A CURVE TO THE RIGHT BEING TANGENT TO THE LAST DESCRIBED COURSE WITH A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90'00'12" AND AN ARC DISTANCE OF 39.27 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF WEST LUCY WEBB ROAD; THENCE ON SAID NORTHERLY RIGHT-OF-WAY LINE THE FOLLOWING 4 CALLS, NORTH 86'29 30 WEST,

Allera Subdivision
Memorandum of Understanding

470.41 FEET; THENCE SOUTH 0305'59" WEST. 13.35 FEET; THENCE NORTH 80'57'34" WEST 96.62 FEET, THENCE NORTHWESTERLY ALONG A CURVE TO THE RIGHT HAVING AN INITIAL TANGENT BEARING OF NORTH 86'54'01" WEST WITH A RADIUS OF 246.48 FEET. A CENTRAL ANGLE OF 85'00'00" AND AN ARC DISTANCE OF 365.66 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY 49: THENCE ON SAID EASTERLY RIGHT-OF-WAY LINE THE FOLLOWING 2 CALLS, NORTH 01'54'01" WEST 1.050 10 FEET, THENCE NORTHERLY ALONG A CURVE TO THE LEFT BEING TANGENT TO THE LAST DESCRIBED COURSE WITH A RADIUS OF 3,069.79 FEET, A CENTRAL ANGLE OF 16'57'11" AND AN ARC DISTANCE OF 908.30 FEET TO THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF JOHNSTON DRIVE AS NOW LOCATED THENCE NORTH 7035'08 EAST ON SAID SOUTHERLY RIGHT-OF-WAY LINE, 523.53 FEET; THENCE CONTINUING ON THE PROPOSED SOUTHERLY RIGHT-OF-WAY LINE OF JOHNSTON AVENUE THE FOLLOWING 3 CALLS, NORTH 70 36 24 EAST, 139.33 FEET: THENCE NORTH 70'34'56 EAST, 139.37 FEET: THENCE EASTERLY ALONG A CURVE TO THE RIGHT BEING TANGENT TO THE LAST DESCRIBED COURSE WITH A RADIUS OF 1,170.00 FEET, A CENTRAL ANGLE OF 19:56'03 AND AN ARC DISTANCE OF 407.06 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF SAID DEAN AVENUE; THENCE SOUTHEASTERLY ALONG A CURVE TO THE RIGHT HAVING A COMMON TANGENT WITH THE LAST DESCRIBED COURSE WITH A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 92 59 19 AND AN ARC DISTANCE OF 32 46 FEET TO THE POINT OF BEGINNING.

PRELIMINARY DEVELOPMENT PLAN

1. Sub-Divider intends to develop the entire property as a Master Planned Single Family Community containing multiple housing styles in the manner shown on the PUD Preliminary Development Plan, attached and incorporated herein as Exhibit A.

2. Zoning and Land Use

- a. The zoning for the entire Property shall be "PUD" Planned Unit Development 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 as identified in Exhibit A, subject to compliance with any special conditions.

2. Dwelling Units Located Above the Ground Floor, as defined by Section 485.010 of the Unified Development Code shall be permitted within the area identified as "Live/Work" in Exhibit A, subject to compliance with any special conditions.

- (a). Non-residential uses contained within units under this classification shall be limited to the commercial uses allowed in the "PO" Professional Office, "C-1" Neighborhood Commercial, "C-2" General Commercial, and "C-3" Regional Commercial zoning districts, subject to compliance with any special conditions, as defined by Section 410.020 of the Unified Development Code, with the exceptions listed below:

1. adult businesses;
2. firearm sales or instruction;
3. pet stores, kennels, and veterinary clinics;
4. liquor and tobacco sales;
5. medical marijuana facilities;
6. motor vehicle repair, sales or service;
7. gas stations;
8. drive-thru facilities;
9. banks, loan establishments, or pawn shops;
10. hotel or motel
11. sports and recreational uses;
12. funeral and interment services;
13. accessory and indoor storage;

(b). Allowable uses identified as requiring a conditional use permit in any of the zoning districts outlined above shall do so in accordance with this code.

(c). Live/Work spaces shall be designed to meet the requirements of the building and fire code(s) for the type of activity/use occurring within the unit(s).

3. Accessory uses, including swimming pools, community clubhouses, playgrounds or other passive/active recreation items shall be permitted within common or open space areas.

3. Bulk and Dimensional Standards Table:

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

Lot Type	Lot A	Lot B	Lot C	Lot D
<i>Minimum Lot Area</i>	6,500 sq. ft	7,800 sq. ft	5,750 sq. ft	4,725 sq. ft.
<i>Minimum Lot Width</i>	65 feet	65 feet	50 feet	45 feet
<i>Minimum Lot Depth</i>	100 feet	120 feet	115 feet	105 feet
<i>Minimum Front Yard</i>	25 feet	25 feet	25 feet	25 feet
<i>Minimum Rear Yard</i>	25 feet	25 feet	25 feet	25 feet
<i>Minimum Side Yard</i>	5 feet	5 feet	5 feet	5 feet

<i>Minimum Side Yard, exterior</i>	15 feet	15 feet	15 feet	15 feet
<i>Maximum Building Height</i>	35 feet	35 feet	35 feet	35 feet
<i>Maximum Building Coverage</i>	45%	45%	45%	45%

4. Common Open Space and Amenities

- a. Common open space and subdivision amenities shall be provided in accordance with the approved Preliminary Development Plan.
- b. The following amenities are provided in the Preliminary Development Plan:
 - i. Swimming Pool
 - ii. Clubhouse
 - iii. Playground
 - iv. Walking trails
 - v. Multi-purpose turf activity area(s)
 - vi. Landscape Buffer Areas
 - vii. Stormwater ponds with decorative fountains - Stormwater control/treatment
- c. A minimum of 20% of the overall development shall be provided in the form of common open space.

5. Landscaping & Screening

- a. Landscaped buffers shall be provided in accordance with Section 445.030(1)4 of the Unified Development Code in the common area tracts along Dean Avenue, Johnston Drive, and along the East Outer Road.
- b. All required landscaping shall comply with Chapter 430 of the Unified Development Code. A Landscape Plan was submitted as part of the Preliminary Development Plan application, as identified in Exhibit A.
- c. A landscape plan for the common area tracts shall be submitted with the application for each phase of a final plat that is adjacent to Dean Avenue, Johnston Drive, or the East Outer Road

- d. One yard tree shall be provided for each single family dwelling unit in the front yard of each unit. For corner lots, one yard tree is required per street frontage.
- e. Landscaping for the Live/Work area shall be provided for in accordance with Section 430 of the Unified Development Code
- f. A Type-A screen shall be required as a separation between the Detached Single Family dwellings and the Live/Work units.
- g. Parking lot landscaping shall be provided for the units classified as Live/Work in accordance with Section 420.030 of the Unified Development Code.
- h. All required buffer landscaping shall be installed prior to the issuance of any Certificate of Occupancy for any home within the corresponding phase of the final plat.

6. Parking

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

Use	Minimum Parking Spaces Required
Single Family Dwelling	2 spaces per dwelling unit
Live/Work	2 spaces per dwelling unit; Plus, 1 space per 300 square feet of commercial and/or retail space.

- b. Off-street parking shall be provided within common area tracts on Tract B at the time the subdivision amenities in Tract B as follows

Private Recreation Facilities	1 space for each 4,000 square feet of area devoted to recreational use
-------------------------------	--

PHASING SCHEDULE

- 1. The Preliminary Development Plan is being approved with a conceptual phasing plan.

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 for the areas containing detached single family residential units shall be submitted in accordance with the Unified Development Code.
4. Final plats for the area identified as Live/Work shall be submitted in accordance with Section 470.160 of the Unified Development Code
5. A final plat application shall be submitted within one year of the date of approval of the Preliminary Development Plan or the Preliminary Development Plan becomes null and void.

TRANSPORTATION IMPROVEMENTS

1. Road Improvements

- a. Johnston Drive shall be constructed as a Minor Collector with a sixty foot (60') right-of-way.
- b. All other proposed roads shall be constructed as local roads with a fifty foot (50') right-of-way.
- c. Dean Avenue was designed, and has been constructed, to provide access to the subdivision. No additional off-site road improvements are required.
- d. 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.
- e. The Sub-Divider agrees to dedicate the right-of-way, and any necessary construction easements for the construction of Johnston Drive at no cost to the City.
- f. The design and construction of Johnston Drive from its current terminus east to Dean Avenue is a project funded by the 2020

General Obligation Bond Issuance approved by the voters. The City has assumed the responsibility for the construction of Johnston Drive.

- g. Construction of Johnston Drive from its current terminus east to Dean Avenue is scheduled to be completed by the City of Raymore in the near future. If the Sub-Divider desires to expedite the timing of completion of the segment of Johnston Drive in advance of the City's construction schedule, the City will enter into a reimbursement agreement with the Sub-Divider for costs of construction of the road segment pursuant to the City-approved design and construction standards.

2. Pedestrian Improvements

- a. A five-foot (5') sidewalk was designed, and constructed, along the west side of Dean Avenue. No improvements to this sidewalk are required.
- b. A five foot (5') sidewalk is required along the south side of Johnston Drive. This sidewalk shall be constructed at the earliest of the following events:
 - i. as part of the installation of public improvements for the phase of the subdivision containing any lots that are adjacent to Johnston Drive; or
 - ii. As part of the design and construction of Johnston Drive.
- c. A five foot (5') sidewalk is required on all lots and common areas within the subdivision, and shall be constructed prior to the issuance of a Certificate of Occupancy for the building(s), unit(s), or amenities the sidewalk is intended to serve.
- d. Sidewalks on non-amenitized common area tracts shall be installed at the time a home is constructed on a lot adjacent to the common area tract.

3. Street Lights

- a. A street light plan shall be submitted by the Sub-Divider as part of the public infrastructure plans for each final plat phase that is constructed.
- b. All street lights in the final plat phase shall be fully operational prior to City Council acceptance of the public improvements for the final

plat phase.

SANITARY SEWER IMPROVEMENTS

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

WATER MAIN IMPROVEMENTS

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

STORMWATER IMPROVEMENTS

1. On-site stormwater management shall be completed in accordance with the stormwater management study approved as part of the Preliminary Plan.
2. A final stormwater management plan is required to be submitted at the time public improvement construction plans are submitted for all the land area contained within the final plat phase.

3. Stormwater management infrastructure shall be installed and operational prior to the issuance of a Certificate of Occupancy for any applicable or affected building in the final plat phase.
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. The original Timber Trails Preliminary Plat included a parkland dedication of approximately 15.04 acres of land for future park land use based upon the previously approved preliminary plat. No parkland dedication is required as part of this development.

OPEN SPACE AND AMENITIES

1. Private open space and amenities shall be provided in accordance with the approved Preliminary Development Plan. All privately owned open space, common areas, or amenities shall be constructed by the Sub-Divider and maintained by the established Home Owners Association.
2. The following amenities were provided in the Preliminary Development Plan:
 - a. Clubhouse
 - b. Swimming pool
 - c. Playground
 - d. Walking trails
 - e. Multi-purpose turf activity area(s)
 - f. Landscape Buffer Areas
 - g. Stormwater ponds with decorative fountains - Stormwater control/treatment
3. Prior to the full build-out of the subdivision, all amenities shown on the Preliminary Development Plan shall be constructed. Throughout the development process, amenities shall be constructed in accordance with the following phasing schedule:

- a. **Clubhouse, Pool, Playground, and Multipurpose Turf Area(s)** - Shall be constructed concurrently with the first phase of the subdivision.
- b. **Walking Trails** - Shall be constructed with the public improvements for the phase(s) of the development that contains a trail segment.
- c. **Buffer Areas** - Shall be constructed with the public improvements for the phase(s) of the development that contains the buffer tract areas.
- d. **Stormwater Ponds** - Shall be constructed with the public improvements for the first phase of the subdivision.

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 in 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 development.
3. Construction fencing or a similar barrier shall be installed to discourage construction equipment and activity from occurring within the floodplain area and to provide protection for existing tree canopy.

SOUTH METROPOLITAN FIRE PROTECTION DISTRICT

1. All requirements of the Fire Code adopted by the South Metropolitan Fire Protection District shall be complied with.

STREET NAMES AND ADDRESSING

1. The City Addressing and Street Naming Policy shall be followed for the assignment of any street name on a final plat and for the assignment of addresses issued for all buildings in the subdivision. The City is solely responsible for the final designation of street names and addresses.
2. The street names included on the Preliminary Plan have been pre-approved by the City and are being reserved for use within the subdivision.
3. Official street names shall be finalized as part of the final plat review and recording process. The City shall verify and approve the final use of any street name placed upon a final plat prior to recording.

INSTALLATION AND MAINTENANCE OF PUBLIC IMPROVEMENTS

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

improvements to be placed on the Sub-Divider's property. Sub-Divider hereby agrees to pay to the City all damages, costs and reasonable attorney's fees incurred by the City and its employees, officers and agents in defending said claims.

FEES, BONDS AND INSURANCE

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

GENERAL PROVISIONS

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

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

If to the City, at:

City Manager
100 Municipal Circle
Raymore, MO 64083

If to Clayton Properties Group, Inc. at:

Brad Kempf
120 SE 30th Street
Lee's Summit, MO 64082

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



THE CITY OF RAYMORE, MISSOURI

Jim Feuerborn

Jim Feuerborn, City Manager

Attest:

Erica Hill

Erica Hill, City Clerk

Clayton Properties Group, Inc.

Bradley Kempf

Sub-Divider – Signature

Bradley Kempf

Printed Name

Sub-Divider – Signature

Printed Name

Subscribed and sworn to me on this
the 19th day of April 2022
in the County of Cass,
State of Missouri.

Stamp:



Notary Public: *Hannah Hiatt*

My Commission Expires: 12-13-2025



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: March 27, 2023

SUBMITTED BY: Ryan Murdock

<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 3797: Award of Contract to McGrath Human Resources Group

STRATEGIC PLAN GOAL/STRATEGY

Goal 4.2.1: Position Raymore as an employer of choice in the region

FINANCIAL IMPACT

Award To:	McGrath Human Resources Group
Amount of Request/Contract:	\$34,218
Amount Budgeted:	\$35,000
Funding Source/Account#:	01-01-7320-1170

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
4-11-23	11-1-23

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

As a part of the 2023 adopted budget, funds were set aside for a compensation class study to fully evaluate the organizational structure and total compensation packages for the City of Raymore. With the ever-changing employment landscape, this study is crucial to understanding the needs of the City now and into the future. The City issued a Request for Qualifications and determined 2 finalists from 5 submitted proposals. Each finalist was interviewed. It has been nearly 15 years since the last study was conducted and staff recommends McGrath Human Resources Group for this important project.

BILL 3797

ORDINANCE

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH MCGRATH HUMAN RESOURCES GROUP IN THE AMOUNT OF \$34,218 FOR THE 2023 COMPENSATION CLASS STUDY FOR THE CITY OF RAYMORE."

WHEREAS, the City Council adopted the 2023 budget which called for the compensation class study to be completed; and,

WHEREAS, it has been nearly 15 years since the last study and the need for an updated organizational study that will look at all areas of the compensation package is crucial for future planning; and,

WHEREAS, city staff conducted interviews of the finalists after reviewing multiple proposals through the RFQ process and determined McGrath Human Resources Group to be the best and most qualified to conduct this study for the City.

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 an agreement with McGrath Human Resources Group, 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 27TH DAY OF MARCH, 2023.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 10TH DAY OF APRIL, 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

**AGREEMENT BETWEEN THE CITY OF RAYMORE
AND MCGRATH HUMAN RESOURCES GROUP FOR A
COMPENSATION AND CLASSIFICATION STUDY**

THIS AGREEMENT made the by and between McGrath Human Resources, hereinafter called the consultant, and the City of Raymore, hereinafter called the City.

WHEREAS, the consultant submitted a proposal, dated February 2023 and revised in March 2023, to the City to conduct a compensation and classification survey, with a Total Compensation analysis; and,

WHEREAS, the City selected the consultant to perform this study.

NOW, THEREFORE, the parties (the City and the Consultant) do mutually agree to the following:

The City shall engage the consultant to perform the work described in its proposal of February referred to as the PROJECT, which is incorporated herein by reference.

The project shall be undertaken and completed in such sequence as to assure the expeditious completion and best carry out the purposes of the agreement. The Project will begin in April 2023.

The Consultant agrees to complete the project in an agreed upon timeline for a total compensation of \$34,218 in consultation fees and expenses. The City agrees to pay the Consultant for work on the Project and expenses incurred, as the performance of such work is demonstrated by submission of an invoice for \$5,000 upon receipt of the signed contract; \$21,218 upon submission of the draft report, and the balance of \$8,000 upon submission of the final report. Travel expenses will be billed separately and not to exceed \$3,000. The City shall remit payment within 30 days of receipt of said billing. In consideration of this agreement, the City agrees to:

- Assure reasonable access to the members of the organization, i.e., City Managers, selected supervisors, and other appropriate employees.
- Afford prompt decisions on matters affecting the progress of the work.

GENERAL CONSIDERATIONS

1. **The City Ownership and Proprietary Information** - The parties expressly agree that all data, documents, records, studies, or other information generated, created, found or otherwise completed by consultant in the performance of consultant's duties under the terms of this contract shall at all times remain the proprietary information of and under the ownership of the City. All data, documents, records, studies, or other information generated, referred to above, with the exception of the market raw data, shall be provided to the City by consultant upon request so long as the City is not in default under other terms of this agreement.
2. **Nondiscrimination** – In consideration of the signing of this Agreement, the parties hereto for themselves, their agents, officials, employees, and servants agree not to discriminate in any manner on the basis of race, color, creed, or national origin with reference to the performance of this Agreement.
3. **Termination and Suspension**
 - a. This Agreement will continue in full force and effect until completion of the Project as described in the proposal unless it is terminated for nonperformance as outlined below.
 - b. If either party fails to perform as required by this Agreement, the other party may terminate it by giving written notice of

such failure to perform and the intent to terminate. If the party receiving such notice does not cure its failure to perform with 20 days of such notice, the party issuing such notice may then terminate the Agreement by giving written notice of termination to the other party.

- c. In the event of termination, the Consultant will be paid by the City for all services actually, timely, and faithfully rendered up to the receipt of the notice of termination and thereafter until the date of termination. The Consultant will provide all work documents developed up to the time of termination after the City renders final payment for service.
4. **Successors and Assigns-** The City and the Consultant each bind the other and assigns, in all respects, to all of the terms, conditions, covenants, and provisions of this Agreement, and any assignment or transfer by the Consultant of it interest in this Agreement without the prior written consent of the City shall be void.
5. **Compliance with Law** – The Consultant will comply with any and all applicable federal, state, and local laws as the same exist and may be amended from time to time.
6. **Amendment of Agreement** – This Agreement shall not be altered, changed or amended except by mutual written agreement of the parties.
7. **Indemnification Clause** –For purposes of this section, work performed is described as the preparation of studies and recommendations pertaining to the scope of services contained in this Agreement, as presented to the City for review and approval. Notwithstanding anything herein to the contrary, to the maximum extent permitted by law, the Consultant shall not be liable for consequential damages or for actions resulting from working as an agent of the City in evaluating the capability of the aforementioned corporation.

Any confidential information provided to or developed by the Consultant in the performance of the agreement shall be kept

confidential and not made available to any individual or organization by the Consultant without the prior written approval and consent of the City.

8. **Whole Agreement** – This agreement constitutes the entire agreement between the City and the Consultant. Any modification must be in writing and approved by the City and the Consultant. The agreement incorporates all the agreements, covenants, and understanding between the parties concerning the subject matter hereof, and all such covenants, agreements, and understands have been merged into this written agreement.
9. **Independent Contractors** – The Consultant and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. Nothing herein shall be construed as incurring for the City any liability for Worker’s Compensation, FICA, withholding tax, unemployment compensation, or any other payment, which would be required to be paid by the City if the City and the Consultant were standing in an employer/employee relationship, and the Consultant hereby agrees to assume and pay all such liabilities.
10. **Subcontract** – The Consultant shall not subcontract any portion of the services to be performed under this agreement without the prior written prior approval of the City.
11. **Governing Law and Venue** – This Agreement is governed by the laws of the state of Missouri. Any suit between the parties arising under this Agreement shall be brought in Missouri state court.

The parties have executed this Agreement, the day and year first above written.

Approved By:

By:

McGrath

Victoria J.

Victoria McGrath, CEO
McGrath Human Resources Group

Date

Date

Miscellaneous

THE RAYMORE PARKS AND RECREATION BOARD MET IN REGULAR SESSION TUESDAY, JANUARY 24, 2023, IN COUNCIL CHAMBERS AT 100 MUNICIPAL CIRCLE, RAYMORE, MISSOURI.

MEMBERS PRESENT: Chairman Trautman; Members Clark, Collier, Cooper, Manson, Mapes and Scott. Member Hoover was absent.

STAFF PRESENT: Director Musteen, Park Superintendent Rulo. Recreation and Facility Superintendent Brennon, and Office Assistant Naab.

1. Call to Order: Chairman Trautman called the meeting to order at 6:00 pm.

2. Roll Call

3. Pledge of Allegiance

4. Personal Appearances

5. Consent Agenda

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

A. Park Board Minutes	November 22, 2022
B. Park Board Minutes (Special Meeting)	December 13, 2022
C. Park Board Minutes (Special Meeting)	December 28, 2022

Motion: Member Manson moved to approve the Park Board minutes of November 22, December 13, and December 28, 2022
Member Cooper seconded the motion.

Discussion:

Vote:	7 Aye	Member Clark	Aye
	0 Nay	Member Collier	Aye
	1 Absent	Member Cooper	Aye
		Member Hoover	Absent
		Member Manson	Aye
		Member Mapes	Aye
		Member Scott	Aye
		Member Trautman	Aye

6. Staff Reports

- Recreation/Facilities Superintendent Brennon provided a verbal staff report.
- Parks Superintendent Rulo provided a verbal report for the Maintenance division.
- Director Musteen highlighted his written report and formally introduced Mr. Brennon as the new Superintendent of Recreation and Facilities.

7. Unfinished Business - None

8. New Business - None

9. Board Elections

Park Board Minutes: January 24, 2023 **Page 2**

A. Call for Nominees-Board Chair

Member Manson made a nomination for Board Chair (Steve Trautman) and Vice Chair (Patrick Clark). Trautman and Clark accepted the nomination.

Motion: Member Manson motioned for of a slate vote of Chair-Steve Trautman and Vice Chair Patrick Clark
Member Cooper seconded the motion.

Discussion: None

Vote:	7 Aye	Member Clark	Aye
	0 Nay	Member Collier	Aye
	1 Absent	Member Cooper	Aye
		Member Hoover	Absent
		Member Manson	Aye
		Member Mapes	Aye
		Member Scott	Aye
		Member Trautman	Aye

10. Public Comments

11. Board Member Comment

- Trautman - Congratulated Todd on his promotion and to Park Maintenance Worker Wickey on his Playground Safety Inspection Certification.
- Manson - Congratulations to Superintendent Brennon and to Member Clark on his role as Vice-Chair.
- Mapes - Noted that he is frustrated with the Skate Park project.
- Clark - Thanked staff for the Valentine Dance.

12. Adjournment

Motion: Member Manson moved to adjourn the regular meeting.
Member Cooper seconded the motion.

Discussion: None

Vote:	7 Aye	Member Clark	Aye
	0 Nay	Member Collier	Aye
	1 Absent	Member Cooper	Aye
		Member Hoover	Absent
		Member Manson	Aye
		Member Mapes	Aye
		Member Scott	Aye
		Member Trautman	Aye

The regular meeting of the Raymore Park Board adjourned at 6:19 pm.

Respectfully submitted,

Greta Naab
Office Assistant

APPROVED: February 28, 2023 (6-0, 1 absent)

THE **PLANNING AND ZONING COMMISSION** OF THE CITY OF RAYMORE, MISSOURI, MET IN REGULAR SESSION **TUESDAY, MARCH 7, 2023** IN THE COUNCIL ROOM AT RAYMORE CITY HALL, 100 MUNICIPAL CIRCLE, RAYMORE, MISSOURI WITH THE FOLLOWING COMMISSION MEMBERS PRESENT: ERIC BOWIE (arrived 6:03pm), JEREMY MANSUR, JIM PETERMANN, WILLIAM FAULKNER, MATTHEW WIGGINS, KELLY FIZER, TOM ENGERT, AND MAYOR TURNBOW (arrived at 6:15pm). ABSENT WAS MARIO URQUILLA. ALSO PRESENT WAS DEVELOPMENT SERVICES DIRECTOR DAVID GRESS, CITY PLANNER DYLAN EPPERT, CITY ATTORNEY JONATHAN ZERR, 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 21, 2023 meeting**

Motion by Commissioner Faulkner, Seconded by Commissioner Mansur, to approve the Consent Agenda.

Vote on Motion:

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

Motion passed 6-0-0.

6. **Unfinished Business - none**

7. **New Business -**

a. **Case #23008 - Oak Ridge Farms 4th Plat - Replat of Lot 58**

Ashley Siebert came to the podium to give an overview of the request. This is the same project that was approved last year as one large lot. The request is to break up the large lot into smaller lots, there won't be any ownership changes for the new lots. The replat is mainly an administrative change.

City Planner Dylan Eppert gave the staff report. The replat will create 24 new lots. The Future Land Use Plan Map contained in the Growth Management Plan identifies this area as appropriate for commercial development. The Major Thoroughfare Plan Map classifies Pine Street as a Minor Collector and N Madison Street as a Major Arterial. In April 2022, the City Council approved the rezoning of the subject property from C-2 (General Commercial) to R-3A (Multiple Family Residential District). In August 2022, the Planning & Zoning Commission

approved the site plan for Oak Ridge Farms 4th Plat, which included the subject property and two adjoining lots fronting 58 Highway. In August 2022, the City Council approved the Oak Ridge Farms 4th Final Plat. In December 2022, the Planning & Zoning Commission approved the site plan for Mr. Handyman, a multi-tenant building located west of the subject property. Since there are more than 5 lots being replatted, Staff was unable to do an administrative adjustment. Staff recommends the Planning & Zoning Commission accept the proposed findings of fact and forward the case to the City Council for approval.

Commissioner Faulkner asked about the extra portion of land that doesn't show a building to the east of Lot 1 of Heritage Plaza and west of the private drive in the Oak Ridge Farms subdivision.

Development Services Director David Gress noted that the lot is not large enough to accommodate a building and will be a part of Lot 79.

Chairman Wiggins noted that it is actually a part of Lot 65.

Commissioner Faulkner also mentioned that there is not a 30' building setback line shown on the interior lots on the plat.

Mr. Gress noted that the 30' setback code will be enforced, it just wasn't shown on the plat. It is up to the map makers to show it on the plat. The small plot plans for individual lots that are submitted for permitting will show the setback requirements.

Motion by Commissioner Faulkner, Seconded by Commissioner Fizer, to accept 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.

Vote on Motion:

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

Motion passed 7-0-0.

8. City Council Report

City Attorney Jonathan Zerr gave an overview of the one City Council meeting that has taken place since the Planning & Zoning Commission last met.

9. Staff Report

Mr. Eppert noted that the meeting for March 21st will still take place, and the April 4th meeting will be canceled. Also noted was that the City Code is on an updated website.

10. Public Comment

No public comments.

11. Commission Member Comment

Commissioner Bowie thanked staff.

Commissioner Mansur thanked staff.

Commissioner Petermann thanked staff, and noted that it's fun to see approved projects being built.

Commissioner Faulkner thanked staff.

Chairman Wiggins thanked staff, and made some comments about the landfill.

Commissioner Fizer thanked staff.

Commissioner Engert thanked staff.

Mayor Turnbow gave an overview of the meeting that occurred earlier in the day in Jefferson City regarding the potential landfill.

12. Adjournment

Motion by Commissioner Faulkner, Seconded by Commissioner Mansur, to adjourn the March 7, 2023 Planning and Zoning Commission meeting.

Vote on Motion:

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

Motion passed 8-0-0.

The March 7, 2023 meeting adjourned at 6:28 p.m.

Respectfully submitted,

Emily Jordan