

AGENDA

Raymore City Council Regular Meeting
City Hall – 100 Municipal Circle
Monday, August 14, 2023
6:00 p.m.

1. Call to Order

2. Roll Call

3. Pledge of Allegiance

4. Presentations/Awards

5. Personal Appearances

6. Staff Reports

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

7. Committee Reports

8. Consent Agenda

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

A. City Council Meeting Minutes, July 24, 2023 (pg 19)

B. 2022 Sidewalk Gap - Acceptance and Final Payment

Reference: - Resolution 23-30 (pg 29)

The Assistant City Engineer has determined that the project has been satisfactorily completed in accordance with the project specifications.

C. 2022 Curb Ramp Repair / Replacement - Acceptance and Final Payment

Reference: - Resolution 23-31 (pg 31)

The Assistant City Engineer has determined that the project has been satisfactorily completed in accordance with the project specifications.

D. West Hawk Ridge Park Improvements - Acceptance and Final Payment

Reference: - Resolution 23-32 (pg 33)

The Assistant City Engineer has determined that the project has been satisfactorily completed in accordance with the project specifications.

9. Unfinished Business - Second Reading

A. 1111 Hillswick Lane - Easement Vacation

Reference: - Agenda Item Information Sheet (pg 37)
- Bill 3835 (pg 39)
- Staff Report (pg 41)
- Plot Plan (pg 46)

Chris LeRoy, owner of the property at 1111 Hillswick Lane in the Westbrook at Creekmoor subdivision, has requested a partial vacation of the rear-yard utility easement on their property. The requested vacation would allow 7.5 feet of the utility easement to remain, a standard dimension for utility easements.

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| <ul style="list-style-type: none">• City Council, 07/24/2023: Approved 5-0 |
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B. Financial Disclosure Ordinance

Reference: - Agenda Item Information Sheet (pg 47)
- Bill 3833 (pg 49)

Missouri law requires political subdivisions with operating budgets more than \$1 million to adopt an Ordinance at an open meeting making public its method of disclosing potential conflicts of interest. The only officials required to file a financial disclosure statement the following year are the chief purchasing officer, the chief administrative officer, and those employees and elected officials who have had a transaction of more than \$500 with the political subdivision.

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| <ul style="list-style-type: none">• City Council, 07/24/2023: Approved 5-0 |
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C. Non-Residential Contributor Sewer Service Contract - Nuuly

Reference: - Agenda Item Information Sheet (pg 53)
- Bill 3836 (pg 55)
- Sewer Service Contract (pg 57)

Nuuly, a subsidiary of Urban Outfitters, is under construction on their distribution facility within the Raymore Commerce Center (Building 3). Based on the nature of the laundry facilities associated with the business operations of Nuuly, there is projected to be a significant loss factor and evaporation of wastewater from the industrial washing machines and steamers. Section 710.350(D)(b) of City Code allows the City to enter into special service contracts with non-residential contributors with City Council approval. The proposed Sewer Service Contract allows the City to bill sanitary sewer charges to Nuuly based on actual wastewater discharge and not overall water consumption.

- City Council, 07/24/2023: Approved 5-0

10. New Business - First Reading

A. Setting the 2023 Tax Levy (public hearing)

Reference: - Agenda Item Memo (pg 69)
- Bill 3837 (pg 71)
- 2023 State Auditor Calculation (pg 73)
- 2023 Notice of Aggregate Assessed Valuation (pg 76)

Missouri State Statutes require each political subdivision in the state, except counties, to fix their ad valorem property tax rates no later than Sept. 1 for entry in the tax books. Should any political subdivision whose taxes are collected by the county collector of revenue fail to fix its ad valorem property tax rate by Sept. 1, then no tax rate other than the rate, if any, necessary to pay the interest and principal on any outstanding bonds shall be certified for that year.

B. Timber Trails Chapter 100 Development and Performance Agreement

Reference: - Agenda Item Information Sheet (pg 77)
- Bill 3834 (pg 79)
- Notice to Taxing Jurisdiction (pg 83)
- Plan for Commercial Development (pg 85)
- Cost Benefit Analysis (pg 96)
- Development and Performance Agreement (pg 116)

Jake Loveless, representing Timber Trails Land Partners LLC on behalf of Griffin Riley Property Group LLC, is requesting financial incentives in the form of Chapter 100 bonds to construct a 299-unit luxury community and property tax abatement on a retail center, located on the west side of Dean Avenue. Taxing jurisdictions will be given the opportunity to comment on this request.

- City Council, 07/24/2023: Continue to 08/14/2023 Council meeting 5-0

C. Award of Contract - Johnston Drive Extension

Reference: - Agenda Item Information Sheet (pg 165)
- Bill 3840 (pg 167)
- Contract (pg 169)

The Johnston Drive Extension project was approved by the voters as part of the 2020 General Obligation Bonds. Staff is recommending award of a contract to Breit Construction LLC for the Johnston Drive Extension project.

D. Award of Contract - Firing Range Repair

Reference: - Agenda Item Information Sheet (pg 221)
- Bill 3825 (pg 223)
- Contract (pg 225)

This project calls for repairing and reorienting the range to enhance safety for the surface danger zones downrange of the facility. The proposal includes a backstop system utilizing ground rubber media which can be more effectively mined for future lead reclamation. The proposal enhances overall safety by raising the height and extending the length of the side berms. Staff is recommending the award of this contract to TRS Total Range Services, LLC.

E. Dean Avenue South Extension Right of Way Plat

Reference: - Agenda Item Information Sheet (pg 243)
- Bill 3841 (pg 245)
- Staff Report (pg 248)
- Final Plat Drawing (pg 254)

Grant Harrison, representing VanTrust Real Estate, is requesting final plat approval of the Dean Avenue Extension ROW Plat, which provides the necessary right-of-way to support the future extension of Dean Avenue south from its current terminus, south to connect to 195th Street.

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| <ul style="list-style-type: none">• Planning & Zoning Commission, 08/01/2023: 8-0, approval |
|---|

F. Establishing No Parking Signs on Kentucky Road

Reference: - Agenda Item Information Sheet (pg 255)
- Bill 3839 (pg 257)
- Map (pg 259)

On August 7, 2023, City staff presented information regarding parking issues along Kentucky Road within the deceleration and acceleration lanes serving the Harold Estates subdivision at the intersection of Harold Drive

and Kentucky Road. City staff is proposing to install four “no parking” signs on Kentucky Road, as shown on the attached location map.

11. Public Comments

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

12. Mayor/Council Communication

13. Adjournment

Items provided under “Miscellaneous” in the Council Packet:

- City Council Work Session notes, 07/17/2023 (pg 263)
 - City Council Work Session notes, 08/07/2023 (pg 265)
 - Parks and Recreation Board Minutes, 06/27/2023 (pg 267)
 - Planning and Zoning Commission Minutes, 06/20/2023 (pg 269)
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EXECUTIVE SESSION (CLOSED MEETING)

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

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

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

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

Staff Reports



MONTHLY REPORT

JULY 2023

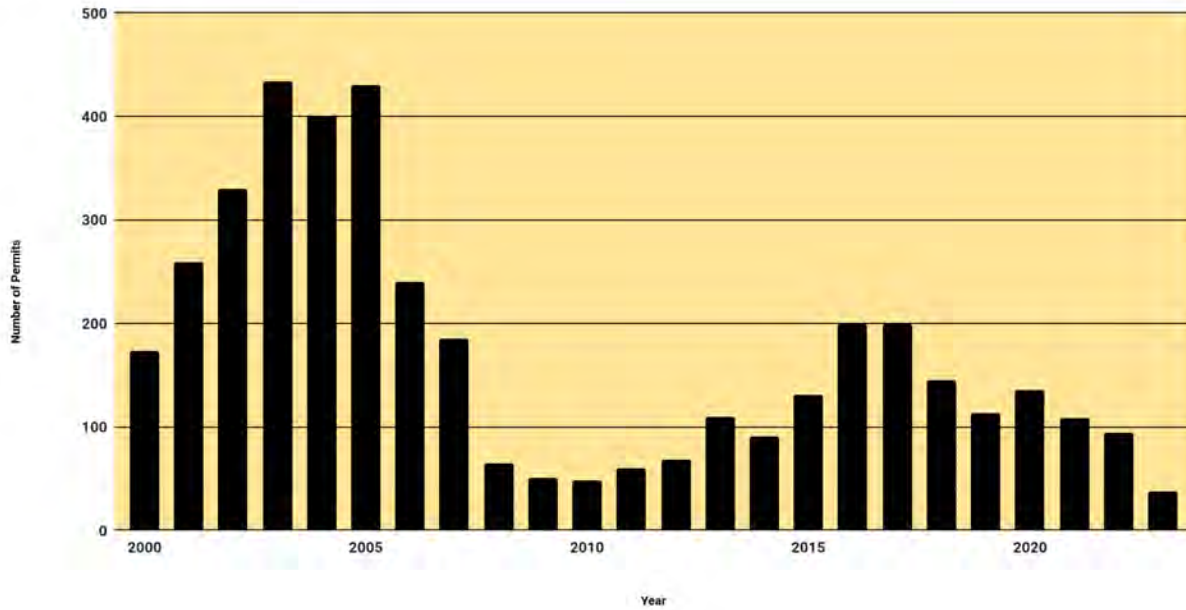
Building Permit Activity

Type of Permit	JUL 2023	2023 YTD	2022 YTD	2022 Total
Detached Single-Family Residential	10	37	82	94
Attached Single-Family Residential	0	58	178	238
Multi-Family Residential	0	0	0	15
Miscellaneous Residential (deck; roof)	50	418	463	763
Commercial - New, Additions, Alterations	1	16	9	20
Sign Permits	1	37	29	49
Inspections	JUL 2023	2023 YTD	2022 YTD	2022 Total
Total No. of Inspections	358	3,188	3,518	6,264
Residential Inspections	179	1,474	-	-
Commercial Inspections	179	1,714	-	-
Valuation	JUL 2023	2023 YTD	2022 YTD	2022 Total
Total Residential Permit Valuation	\$3,472,740	\$25,477,240	\$57,823,550	\$69,322,400
Total Commercial Permit Valuation	\$42,500	\$34,447,400	\$31,671,700	\$93,784,200

Additional Building Activity:

- Vertical construction continues on the residential apartment buildings within The Depot community.
- Staff continues inspections at the Southern Glazer's distribution center as they continue the buildout of their facility at 1100 S. Dean Avenue.
- Multip
- Edward Jones completed a renovation of their facility located at 108 E. Walnut
- Staff continues inspections at the Nuuly distribution facility located at 1300 S. Dean Avenue.

Single Family Building Permits



CODE ENFORCEMENT ACTIVITY

Code Activity	JUL 2023	2023 YTD	2022 YTD	2022 Total
Code Enforcement Cases Opened	70	447	456	705
<i>Notices Mailed</i>			-	-
-Tall Grass/Weeds	16	86	93	144
- Inoperable Vehicles	15	160	149	221
- Junk/Trash/Debris in Yard	14	77	64	122
- Object placed in right-of-way	3	12	9	10
- Parking of vehicles in front yard	4	17	26	46
- Exterior home maintenance	11	52	55	73
- Other (trash at curb early; signs; etc)	0	0	0	0
Properties mowed by City Contractor	8	37	24	55
Abatement of violations (silt fence repaired; trees removed; stagnant pools emptied; debris removed)	0	4	0	-
Signs in right-of-way removed	27	306	616	1,184
Violations abated by Code Officer	7	34	55	76

DEVELOPMENT ACTIVITY

Current Projects

- Comprehensive Plan
- HTeaO Site Plan Review
- Raymore Galleria Multi-tenant building (1830 W. Foxwood Dr).
- Eastbrook 4th Plat
- 590 Kreisel Dr. Variance request(s)
- Timber Trails Mixed Use Development
- Annual UDC Review

ACTION OF BOARDS, COMMISSIONS & CITY COUNCIL

July 4, 2023 Planning and Zoning Commission

- Meeting Canceled (July 4th Holiday!)

July 10, 2023 City Council

- 1st Reading - Lot 412, Westbrook 15th Plat Easement Vacation (public hearing), approved.
- 1st Reading - Lot 415, Westbrook 15th Plat Easement Vacation (public hearing), approved.
- 2nd Reading - Grant Park Villas Final Plat, approved.

July 12, 2023 Board of Zoning Adjustment

- 590 Kreisel Dr Deck Variance (public hearing), continued to August 9, 2023 meeting

July 18, 2023 Planning and Zoning Commission

- Meeting Canceled

July 24, 2023 City Council

- 1st Reading - 1111 Hillswick Lane Easement Vacation (public hearing), approved.
- 1st Reading - Non-Residential Sewer Contributor Agreement (Nuuly)
- 2nd Reading - Lot 412, Westbrook 15th Plat Easement Vacation, approved.
- 2nd Reading - Lot 415, Westbrook 15th Plat Easement Vacation, approved.
- 2nd Reading - Timber Trails Mixed Use PUD, approved.

UPCOMING MEETINGS JULY & AUGUST

August 1, 2023 Planning and Zoning Commission

- 1830 W Foxwood Drive - Site Plan
- Dean Avenue South Extension ROW Plat
- Annual UDC Review

August 9, 2023 Board of Zoning Adjustment

- Accessory Structure/Deck Setback Variance - 590 Kreisel - (public hearing)
- Accessory Structure/Deck Easement Encroachment Variance - 590 Kreisel (public hearing)

August 14, 2023 City Council

- 1st Reading - Dean Avenue South Extension ROW Plat
- Timber Trails Mixed Use Chapter 100 Request
- 2nd Reading - Non-Residential Sewer Contributor Agreement (Nuuly)
- 2nd Reading - 1111 Hillswick Lane Easement Vacation

August 15, 2023 Planning and Zoning Commission

- Site Plan - HTeaO (Sunset Lane & 58 Highway)

August 28, 2023 City Council

- 2nd Reading - Dean Avenue South Extension ROW Plat

September 5, 2023 Planning and Zoning Commission

- Eastbrook at Creekmoor 4th Final Plat
- 2024-2028 Capital Improvement Program (public hearing)
- 36th Amendment to Unified Development Code (public hearing)

JULY DEPARTMENT ACTIVITY

- Development Services staff held a kickoff meeting with Olsson Studio regarding the City's Comprehensive Plan Update.
- Staff held a meeting to discuss code regulations on mobile vendors.
- Development Services staff attended the monthly Southland Planners meeting.
- GIS Coordinator Heather Eisenbarth attended the ESRI GIS Users Conference in San Diego, CA.
- The Board of Zoning Adjustment met on July 12 to review a variance application regarding the setback of a deck at 590 Kreisel Drive in the LeMor Estate neighborhood. The request was continued to the August 9 meeting.
- City Planner Dylan Eppert attended the First Suburbs Coalition meeting hosted by the City of Westwood, Kansas.
- Development Services Director David Gress attended the MARC Solid Waste Management District meeting.
- Development Services Director David Gress and Economic Development Director Jordan Lea attended the monthly board meeting of the Raymore Chamber of Commerce.

- Economic Development Director Jordan Lea and City Planner Dylan Eppert attended the ribbon cutting for Sunrise Nursing and Memory Care's new memory unit.
- Economic Development Director Jordan Lea, Development Services Director David Gress and City Planner Dylan Eppert attended the ribbon cutting for Elite Fence & Deck.
- Economic Development Director Jordan Lea participated in a webinar hosted by United WE on Effective Advocacy.
- Economic Development Director Jordan Lea and Development Services Director David Gress attended an events committee meeting of the Raymore Chamber of Commerce.
- Economic Development Director Jordan Lea and Development Services Director David Gress attended the Raymore Chamber of Commerce's July Coffee and Conversation event hosted by South Metro Fire.
- City staff met with the owner of Elite Fence & Deck to discuss the potential for expanding the existing business.
- City staff met to discuss the annual review of the Unified Development Code.
- Development Services received an application for Eastbrook at Creekmoor 4th Plat - Final Plat. This project is tentatively scheduled to be heard on Sept. 5, 2023, by the Planning and Zoning Commission.
- Economic Development Director Jordan Lea received the First-Time Conference Attendee scholarship for the 2023 International Economic Development Council Annual Conference.
- Economic Development Director Jordan Lea and City Planner Dylan Eppert attended the ribbon cutting for Geo's Speciality Cheesecakes.
- Economic Development Director Jordan Lea attended the monthly Regional Association of Public Information Officers meeting hosted by Mid-America Regional Council.

GIS ACTIVITY

- Batch optimized plan scans and indexed for reference from web application(s)
- Relocated orthoimagery collections for years prior to yr2000 to make operational space for indexing of ArcGIS Enterprise Portal, backup & indexing of enterprise portal (items)
- Schematic changes - addition of Ch 100 actions to 'Benefit District' dataset for publication/dissemination, annual update of existing land use & addition of publicly acquired property, addition of park area as offered through easement
- Annual International ESRI User's Conference
- Created 'Park Experience' [application](#), retired initial app
- Creation of geospatial data, cartographic output and data delivery as requested
- Addressing operations as required & requested
- Performance testing of three most visited web applications
- Creation of Arcade expressions for pop-up configuration of popular apps
- ArcGIS Field Maps on Apple device pilot for operation of local government solution for tree management (tree inventory/condition survey)

MUNICIPAL DIVISION SUMMARY REPORTING FORM

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

<u>I. COURT INFORMATION</u>		Municipality: Raymore Municipal	Reporting Period: Jul 1, 2023 - Jul 31, 2023	
Mailing Address: 100 MUNICIPAL CIRCLE, RAYMORE, MO 64083				
Physical Address: 100 MUNICIPAL CIRCLE, RAYMORE, MO 64083			County: Cass County	Circuit: 17
Telephone Number: (816)3311712		Fax Number:		
Prepared by: ANGIE R DAVIS		E-mail Address:		
Municipal Judge:				
<u>II. MONTHLY CASELOAD INFORMATION</u>		Alcohol & Drug Related Traffic	Other Traffic	Non-Traffic Ordinance
A. Cases (citations/informations) pending at start of month		66	1,353	567
B. Cases (citations/informations) filed		7	153	39
C. Cases (citations/informations) disposed				
1. jury trial (Springfield, Jefferson County, and St. Louis County only)		0	0	0
2. court/bench trial - GUILTY		0	0	0
3. court/bench trial - NOT GUILTY		0	0	0
4. plea of GUILTY in court		7	77	13
5. Violations Bureau Citations (i.e. written plea of guilty) and bond forfeiture by court order (as payment of fines/costs)		0	40	1
6. dismissed by court		0	7	5
7. <i>nolle prosequi</i>		1	6	5
8. certified for jury trial (not heard in Municipal Division)		0	3	1
9. TOTAL CASE DISPOSITIONS		8	133	25
D. Cases (citations/informations) pending at end of month [pending caseload = (A+B)-C9]		65	1,373	581
E. Trial de Novo and/or appeal applications filed		0	0	0
<u>III. WARRANT INFORMATION</u> (pre- & post-disposition)		<u>IV. PARKING TICKETS</u>		
1. # Issued during reporting period	82	1. # Issued during period	0	
2. # Served/withdrawn during reporting period	64	<input type="checkbox"/> Court staff does not process parking tickets		
3. # Outstanding at end of reporting period	1,680			

MUNICIPAL DIVISION SUMMARY REPORTING FORM

COURT INFORMATION	Municipality: Raymore Municipal	Reporting Period: Jul 1, 2023 - Jul 31, 2023
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V. DISBURSEMENTS			
Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)		Other Disbursements: Enter below additional surcharges and/or fees not listed above. Designate if subject to the excess revenue percentage limitation. Examples include, but are not limited to, arrest costs and witness fees.	
Fines - Excess Revenue	\$13,877.65	Court Automation	\$987.00
Clerk Fee - Excess Revenue	\$1,342.91	Law Enf Arrest-Local	\$200.00
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Excess Revenue	\$41.41	Overpayments Detail Code	\$260.50
Bond forfeitures (paid to city) - Excess Revenue	\$515.00	Total Other Disbursements	\$1,447.50
Total Excess Revenue	\$15,776.97	Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited	\$25,358.65
Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)		Bond Refunds	\$960.00
Fines - Other	\$3,827.00	Total Disbursements	\$26,318.65
Clerk Fee - Other	\$349.09		
Judicial Education Fund (JEF) <input type="checkbox"/> Court does not retain funds for JEF	\$0.00		
Peace Officer Standards and Training (POST) Commission surcharge	\$141.00		
Crime Victims Compensation (CVC) Fund surcharge - Paid to State	\$1,005.33		
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Other	\$10.76		
Law Enforcement Training (LET) Fund surcharge	\$278.00		
Domestic Violence Shelter surcharge	\$548.00		
Inmate Prisoner Detainee Security Fund surcharge	\$275.00		
Restitution	\$0.00		
Parking ticket revenue (including penalties)	\$0.00		
Bond forfeitures (paid to city) - Other	\$1,700.00		
Total Other Revenue	\$8,134.18		

Consent Agenda

THE RAYMORE CITY COUNCIL MET IN REGULAR SESSION ON MONDAY, JULY 24, 2023 IN COUNCIL CHAMBERS AT 100 MUNICIPAL CIRCLE, RAYMORE, MISSOURI. MEMBERS PRESENT: MAYOR TURNBOW, COUNCILMEMBERS ABDELGAWAD, BAKER, BARBER, ENGERT, AND TOWNSEND. ALSO PRESENT: CITY MANAGER JIM FEUERBORN, CITY ATTORNEY JONATHAN ZERR, AND CITY CLERK ERICA HILL.

1. Call to Order

Mayor Turnbow called the meeting to order at 6:00 p.m.

2. Roll Call

City Clerk Erica Hill called roll; quorum present to conduct business. Councilmembers Burke, Forster, and Holman were absent.

3. Pledge of Allegiance

4. Presentation/Awards

Mayor Turnbow presented the State of the City address.

5. Personal Appearances

6. Staff Reports

City Manager Jim Feuerborn stated the Public Works staff report is included in the packet.

Parks and Recreation Director Nathan Musteen reviewed the staff report included in the packet. He answered questions from Council.

Communications Manager Melissa Harmer provided an update on upcoming activities of the Arts Commission. She noted that an article on the Hawk's Nest Playground grand opening was included in the Missouri Parks and Recreation magazine.

Development Services Director David Gress provided an update on the Comprehensive Plan and outlined the process in the coming months.

City Clerk Erica Hill announced the 2023 Back-to-School Sales Tax Holiday will be August 4-6.

City Manager Jim Feuerborn stated there will be no work session on July 31.

7. Committee Reports

8. Consent Agenda

- A. City Council Meeting minutes, July 10, 2023**
- B. Resolution 23-28: Appointments to the License Tax Review Committee**
- C. Resolution 23-29: Hawks Nest Playground - Acceptance and Final Payment**

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

DISCUSSION: None

VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Baker	Aye
	Councilmember Barber	Aye
	Councilmember Burke III	Absent
	Councilmember Engert	Aye
	Councilmember Forster	Absent
	Councilmember Holman	Absent
	Councilmember Townsend	Aye

9. Unfinished Business

A. Easement Vacation - Lot 412, Westbrook 15th Final Plat

BILL 3819: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, VACATING PORTIONS OF THE SIDE AND REAR-YARD UTILITY EASEMENTS LOCATED ON LOT 412 IN THE WESTBROOK AT CREEKMOOR FIFTEENTH PLAT FOR THE PURPOSES OF REPLATTING LOT 412, WESTBROOK FIFTEENTH PLAT, RAYMORE, CASS COUNTY, MISSOURI."

City Clerk Erica Hill conducted the second reading of Bill 3819 by title only.

MOTION: By Councilmember Abdelgawad, second by Councilmember Townsend to approve the second reading of Bill 3819 by title only.

DISCUSSION: None

VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Baker	Aye
	Councilmember Barber	Aye
	Councilmember Burke III	Absent
	Councilmember Engert	Aye
	Councilmember Forster	Absent
	Councilmember Holman	Absent
	Councilmember Townsend	Aye

Mayor Turnbow announced the motion carried and declared Bill 3819 as **Raymore City Ordinance 2023-055**.

B. Easement Vacation - Lot 415, Westbrook 15th Final Plat

BILL 3820: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, VACATING AN EXISTING TWENTY-FIVE FOOT REAR-YARD UTILITY EASEMENT LOCATED ON LOT 415 IN THE WESTBROOK AT CREEKMOOR 15TH PLAT FOR THE PURPOSES OF REPLATTING LOT 415, WESTBROOK FIFTEENTH PLAT, RAYMORE, CASS COUNTY, MISSOURI."

City Clerk Erica Hill conducted the second reading of Bill 3820 by title only.

MOTION: By Councilmember Abdelgawad, second by Councilmember Townsend to approve the second reading of Bill 3820 by title only.

DISCUSSION: None

VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Baker	Aye
	Councilmember Barber	Aye
	Councilmember Burke III	Absent
	Councilmember Engert	Aye
	Councilmember Forster	Absent
	Councilmember Holman	Absent
	Councilmember Townsend	Aye

Mayor Turnbow announced the motion carried and declared Bill 3820 as **Raymore City Ordinance 2023-056.**

C. Award of Contract - North Cass Signal & Intersection Improvements

BILL 3828: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH GUNTER CONSTRUCTION COMPANY FOR THE NORTH CASS SIGNAL AND INTERSECTION IMPROVEMENTS PROJECT, CITY PROJECT NUMBER 23-389-201, IN THE AMOUNT OF \$793,225 AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS."

City Clerk Erica Hill conducted the second reading of Bill 3828 by title only.

MOTION: By Councilmember Abdelgawad, second by Councilmember Townsend to approve the second reading of Bill 3828 by title only.

DISCUSSION: None

VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Baker	Aye
	Councilmember Barber	Aye

Councilmember Burke III	Absent
Councilmember Engert	Aye
Councilmember Forster	Absent
Councilmember Holman	Absent
Councilmember Townsend	Aye

Mayor Turnbow announced the motion carried and declared Bill 3828 as **Raymore City Ordinance 2023-057**.

D. Award of Contract - Hunter's Glen Storm Repair

BILL 3829: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH SAK CONSTRUCTION LLC FOR THE HUNTER'S GLEN STORM REPAIR PROJECT, CITY PROJECT NUMBER 23-429-201, IN THE AMOUNT OF \$222,445 AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS."

City Clerk Erica Hill conducted the second reading of Bill 3829 by title only.

MOTION: By Councilmember Abdelgawad, second by Councilmember Townsend to approve the second reading of Bill 3829 by title only.

DISCUSSION: None

VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Baker	Aye
	Councilmember Barber	Aye
	Councilmember Burke III	Absent
	Councilmember Engert	Aye
	Councilmember Forster	Absent
	Councilmember Holman	Absent
	Councilmember Townsend	Aye

Mayor Turnbow announced the motion carried and declared Bill 3829 as **Raymore City Ordinance 2023-057**.

E. Award of Contract - Salt Dome Pad Replacement

BILL 3830: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH CALVERT'S PAVING INC FOR THE SALT DOME PAD REPLACEMENT PROJECT, CITY PROJECT NUMBER 23-425-201, IN THE AMOUNT OF \$64,173 AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS."

City Clerk Erica Hill conducted the second reading of Bill 3830 by title only.

MOTION: By Councilmember Abdelgawad, second by Councilmember Townsend to approve the second reading of Bill 3830 by title only.

DISCUSSION: None

VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Baker	Aye
	Councilmember Barber	Aye
	Councilmember Burke III	Absent
	Councilmember Engert	Aye
	Councilmember Forster	Absent
	Councilmember Holman	Absent
	Councilmember Townsend	Aye

Mayor Turnbow announced the motion carried and declared Bill 3830 as **Raymore City Ordinance 2023-059.**

F. Award of Contract - Missouri Capitol Solutions

BILL 3832: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH MISSOURI CAPITOL SOLUTIONS, LLC IN THE TOTAL AMOUNT OF \$99,428.52 FOR POLITICAL CONSULTING SERVICES."

City Clerk Erica Hill conducted the second reading of Bill 3832 by title only.

MOTION: By Councilmember Abdelgawad, second by Councilmember Townsend to approve the second reading of Bill 3832 by title only.

DISCUSSION: None

VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Baker	Aye
	Councilmember Barber	Aye
	Councilmember Burke III	Absent
	Councilmember Engert	Aye
	Councilmember Forster	Absent
	Councilmember Holman	Absent
	Councilmember Townsend	Aye

Mayor Turnbow announced the motion carried and declared Bill 3832 as **Raymore City Ordinance 2023-060.**

G. Timber Trails Mixed Use PUD Rezoning & Preliminary Plan

BILL 3802: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AMENDING THE ZONING MAP FROM "R-3AP" MULTIPLE-FAMILY RESIDENTIAL PLANNED DISTRICT TO "PUD" PLANNED UNIT

DEVELOPMENT DISTRICT, AND APPROVING THE PRELIMINARY DEVELOPMENT PLAN FOR THE TIMBER TRAILS MIXED USE DEVELOPMENT, A 22.31 ACRE TRACT OF LAND LOCATED NORTH OF JOHNSTON DRIVE AND WEST OF DEAN AVENUE, IN RAYMORE, CASS COUNTY, MISSOURI.”

City Clerk Erica Hill conducted the second reading of Bill 3802 by title only.

MOTION: By Councilmember Abdelgawad, second by Councilmember Townsend to approve the second reading of Bill 3802 by title only.

DISCUSSION: None

VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Baker	Aye
	Councilmember Barber	Aye
	Councilmember Burke III	Absent
	Councilmember Engert	Aye
	Councilmember Forster	Absent
	Councilmember Holman	Absent
	Councilmember Townsend	Aye

Mayor Turnbow announced the motion carried and declared Bill 3802 as **Raymore City Ordinance 2023-061.**

10. New Business

A. 1111 Hillswick Lane - Easement Vacation (public hearing)

BILL 3835: “AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, VACATING PORTIONS OF THE REAR-YARD UTILITY EASEMENT LOCATED ON LOT 416 IN THE WESTBROOK AT CREEKMOOR FIFTEENTH PLAT, RAYMORE, CASS COUNTY, MISSOURI.”

City Clerk Erica Hill conducted the first reading of Bill 3835 by title only.

Mayor Turnbow opened the public hearing at 6:31 p.m. and called for a staff report.

Development Services Director David Gress reviewed the staff report included in the packet. Chris LeRoy, owner of the property located at 1111 Hillswick Lane (Lot 416, Westbrook 15th Plat), has requested the partial vacation of an existing 25 foot rear-yard utility easement located on Lot 416 within the Westbrook at Creekmoor 15th Plat. The requested vacation would allow for 7.5 feet to remain within the easement, a standard dimension for utility easements. As this is a public hearing, he asked for the following items to be entered into the record: notice of publication in the North Cass Herald, Unified Development Code, application, Growth Management Plan, staff report, and plot plan. He answered questions from Council.

Mayor Turnbow opened the floor for public comment. Hearing no comments, he closed the public hearing at 6:33 p.m.

MOTION: By Councilmember Abdelgawad, second by Councilmember Townsend to approve the first reading of Bill 3835 by title only.

DISCUSSION: None

VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Baker	Aye
	Councilmember Barber	Aye
	Councilmember Burke III	Absent
	Councilmember Engert	Aye
	Councilmember Forster	Absent
	Councilmember Holman	Absent
	Councilmember Townsend	Aye

B. Financial Disclosure Ordinance

BILL 3833: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, ESTABLISHING A PROCEDURE TO DISCLOSE POTENTIAL CONFLICTS OF INTEREST AND SUBSTANTIAL INTERESTS FOR CERTAIN OFFICIALS AND CANDIDATES FOR ELECTIVE OFFICES."

City Clerk Erica Hill conducted the first reading of Bill 3820 by title only.

City Clerk Erica Hill provided a review of the staff report included in the Council packet. Missouri statutes require political subdivisions with operating budgets more than \$1 million to adopt an Ordinance at an open meeting making public its method of disclosing potential conflicts of interest. Bill 3833 establishes the City of Raymore's public procedures for disclosing potential conflicts of interest and personal financial disclosure as provided for in RSMo Sections 105.483 and 105.485.

MOTION: By Councilmember Abdelgawad, second by Councilmember Townsend to approve the first reading of Bill 3833 by title only.

DISCUSSION: None

VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Baker	Aye
	Councilmember Barber	Aye
	Councilmember Burke III	Absent
	Councilmember Engert	Aye
	Councilmember Forster	Absent
	Councilmember Holman	Absent
	Councilmember Townsend	Aye

C. Non-Residential Contributor Sewer Service Agreement for Nuuly

BILL 3836: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO A NON-RESIDENTIAL CONTRIBUTOR SEWER SERVICE CONTRACT WITH URBN SR, LLC, DBA NUULY, PURSUANT TO SECTION 710.350 OF THE CITY CODE."

City Clerk Erica Hill conducted the first reading of Bill 3836 by title only.

Economic Development Director Jordan Lea reviewed the staff report included in the packet. Nuuly, a subsidiary of Urban Outfitters, is currently under construction on their new distribution facility located at 1300 S. Dean Avenue. Due to the significant water usage required to launder the clothing for rental or resale, the company is equipping the building with a large number of commercial/industrial washing machines, dryers and steamers. Based on the nature of the laundry facilities associated with the business operations of Nuuly, there is projected to be a significant loss factor and evaporation of wastewater from the industrial washing machines and steamers, which would create disproportionate sewer service charges compared to the actual flow of wastewater into the wastewater sewer system maintained by the City. Wastewater for the City is traditionally billed pursuant to water consumption. As a result, Nuuly has requested that the City bill sewer charges for the property based on the actual flow of wastewater into the sewer system. Section 710.350(D)(b) of the City Code of Ordinances provides the authority for Sewer Services charges. Exceptions may include contributors with a service contract approved by the City Council. The proposed agreement allows the City to charge Nuuly for sewer service based on actual metered wastewater flow into the system. Additionally, as part of the incentive negotiations to attract Nuuly to locate in Raymore, the City offered a 5-year reimbursement to Nuuly equal to the amount of 5% for all billed water service and billed sewer service as a means of helping offset the costs associated with equipping the building for service.

Phil Gibbs, Continental Consulting Engineers, 9000 State Line Rd., Leawood, KS, thanked staff for the work put into this agreement. He answered questions from Mayor Turnbow.

MOTION: By Councilmember Abdelgawad, second by Councilmember Townsend to approve the first reading of Bill 3836 by title only.

DISCUSSION: None

VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Baker	Aye
	Councilmember Barber	Aye
	Councilmember Burke III	Absent
	Councilmember Engert	Aye
	Councilmember Forster	Absent
	Councilmember Holman	Absent
	Councilmember Townsend	Aye

D. Timber Trails Chapter 100 Development and Performance Agreement (taxing jurisdiction comment)

BILL 3834: "AN ORDINANCE APPROVING A REDEVELOPMENT PLAN FOR A COMMERCIAL DEVELOPMENT PROJECT AND A DEVELOPMENT AND PERFORMANCE AGREEMENT BETWEEN THE CITY OF RAYMORE, MISSOURI, AND TIMBER TRAILS LAND PARTNERS, LLC, FOR THE PURPOSE OF PROVIDING FUNDS TO PAY THE COSTS OF IMPROVING A COMMERCIAL DEVELOPMENT PROJECT IN THE CITY; AND AUTHORIZING CERTAIN AGREEMENTS AND OTHER ACTIONS BY THE CITY."

City Clerk Erica Hill conducted the first reading of Bill 3834 by title only.

Economic Development Director Jordan Lea reviewed the staff report included in the packet. Jake Loveless, representing Timber Trails Land Partners LLC on behalf of Griffin Riley Property Group LLC, plans to construct a 299-unit, luxury apartment community, 13,560 square foot multi-tenant retail center, and premium hotel on approximately 10 acres located west of Dean Avenue, immediately south of Walmart. The developer is requesting a Chapter 100 Development and Performance Agreement.

Jake Loveless, representing Timber Trails Land Partners LLC on behalf of Griffin Riley Property Group LLC, requested to continue this item to the next Council meeting.

Mayor Turnbow opened the floor to comments from taxing jurisdictions.

Mr. Feuerborn stated that the fire district and the school district have no comments on this request.

MOTION: By Councilmember Abdelgawad, second by Councilmember Townsend to continue Bill 3834 to the August 14 City Council meeting.

DISCUSSION: None

VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Baker	Aye
	Councilmember Barber	Aye
	Councilmember Burke III	Absent
	Councilmember Engert	Aye
	Councilmember Forster	Absent
	Councilmember Holman	Absent
	Councilmember Townsend	Aye

11. Public Comment

12. Mayor/Council Communication

Councilmembers thanked the Mayor for the State of the City address and discussed the continued fight against the landfill.

13. Adjournment

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

DISCUSSION: None

VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Baker	Aye
	Councilmember Barber	Aye
	Councilmember Burke III	Absent
	Councilmember Engert	Aye
	Councilmember Forster	Absent
	Councilmember Holman	Absent
	Councilmember Townsend	Aye

The regular meeting of the Raymore Council adjourned at 6:50 p.m.

Respectfully submitted,

Erica Hill
City Clerk

RESOLUTION 23-30

"A RESOLUTION OF THE CITY OF RAYMORE, MISSOURI, ACCEPTING THE 2022 SIDEWALK GAP PROJECT."

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

WHEREAS, the Assistant City Engineer determined the project has been satisfactorily completed in accordance with the project specifications.

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

Section 1. The 2022 Sidewalk Gap Project is accepted.

Section 2. The final payment in the amount of \$4,350.00 is approved.

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

Section 4. Any Resolution or part thereof which conflicts with this Resolution shall be null and void.

DULY READ AND PASSED THIS 14TH DAY OF AUGUST, 2023, BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Baker
Councilmember Barber
Councilmember Burke III
Councilmember Engert
Councilmember Forster
Councilmember Holman
Councilmember Townsend

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature

RESOLUTION 23-31

"A RESOLUTION OF THE CITY OF RAYMORE, MISSOURI, ACCEPTING THE 2022 CURB RAMP REPAIR/REPLACEMENT PROJECT."

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

WHEREAS, the Assistant City Engineer determined the project has been satisfactorily completed in accordance with the project specifications.

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

Section 1. The 2022 Curb Ramp Repair / Replacement Project is accepted.

Section 2. The final payment in the amount of \$2,515.00 is approved.

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

Section 4. Any Resolution or part thereof which conflicts with this Resolution shall be null and void.

DULY READ AND PASSED THIS 14TH DAY OF AUGUST, 2023, BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Baker
Councilmember Barber
Councilmember Burke III
Councilmember Engert
Councilmember Forster
Councilmember Holman
Councilmember Townsend

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature

RESOLUTION 23-32

"A RESOLUTION OF THE CITY OF RAYMORE, MISSOURI, ACCEPTING THE WEST HAWK RIDGE PARK IMPROVEMENTS PROJECT."

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

WHEREAS, the Assistant City Engineer determined the project has been satisfactorily completed in accordance with the project specifications.

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

Section 1. The West Hawk Ridge Park Improvements Project is accepted.

Section 2. The final payment in the amount of \$31,817.50 is approved.

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

Section 4. Any Resolution or part thereof which conflicts with this Resolution shall be null and void.

DULY READ AND PASSED THIS 14TH DAY OF AUGUST, 2023, BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Baker
Councilmember Barber
Councilmember Burke III
Councilmember Engert
Councilmember Forster
Councilmember Holman
Councilmember Townsend

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature

Unfinished Business



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: July 24, 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 3835: Easement Vacation - 1111 Hillswick Lane

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

Chris LeRoy, owner of the property located at 1111 Hillswick Lane (Lot 416, Westbrook 15th Plat), has requested the partial vacation of an existing 25 foot rear-yard utility easement located on Lot 416 within the Westbrook at Creekmoor 15th Plat.

The requested vacation would allow for 7.5 feet to remain within the easement, a standard dimension for utility easements.

BILL 3835

ORDINANCE

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, VACATING PORTIONS OF THE REAR-YARD UTILITY EASEMENT LOCATED ON LOT 416 IN THE WESTBROOK AT CREEKMOOR FIFTEENTH PLAT, RAYMORE, CASS COUNTY, MISSOURI."

WHEREAS, the City Council held a public hearing regarding the proposed easement vacation on July 24, 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 CITY COUNCIL OF THE CITY OF RAYMORE, MISSOURI, AS FOLLOWS:

Section 1. The City Council vacates 17.5 feet of the existing 25 foot rear-yard utility easement generally located on the following described property:

Lot 416, Westbrook at Creekmoor 15th Plat, Raymore, Cass County, Missouri

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 24TH DAY OF JULY, 2023.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 14TH DAY OF AUGUST, 2023, BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Baker
Councilmember Barber
Councilmember Burke III
Councilmember Engert
Councilmember Forster
Councilmember Holman
Councilmember Townsend

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature



To: City Council
From: City Staff
Date: July 24, 2023
Re: Case #23028 1111 Hillswick Ln. - Utility Easement Vacation

GENERAL INFORMATION

**Applicant/
Property Owner:** Chris LeRoy
1111 Hillswick Ln.
Raymore, MO 64083

Property Location: 1111 Hillswick Ln.

2023 Aerial:



Site Photograph:



View looking east from Hillswick Ln.



View looking southwest from northeast property corner.

Requested Action: To vacate 17.5' of the existing 25' Utility Easement located in the rear yard of the property.

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 Hillswick Ln as a Local Road.

Legal Description: Westbrook at Creekmoor, 15th Plat, Lot 416

Advertisement: June 28, 2023 **North Cass Herald** newspaper

Public Hearing: July 24, 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 Westbrook at Creekmoor Fifteenth Plat was approved by the City of Raymore on January 18, 2019.
2. The subject property received Certificate of Occupancy on September 15, 2021
3. City Council voted to unanimously approve the Vacation of Easement at 1109 Hillswick Ln. on December 12, 2022.

STAFF COMMENTS

1. 17 Neighbor notices were sent out to adjoining property owners within 185' of the subject property. No objections or concerns have been received.
2. All of the lots on the east side of Hillswick Ln have a twenty-five foot wide rear yard easement.
3. Evergy has electric utilities located in the front-yard easement area.
4. The City Sanitary Sewer main is located in the front yard easement area.
5. The City water main is located on the west side of Hillswick Ln.
6. Staff notified all utility companies that may have facilities in the easement, and no objections were received.
7. There are not any conflicting utilities located in the rear yard.
8. City Staff has had several requests for Vacation of Easements in the Creekmoor Subdivision involving 25' Utility easements located in the rear yard.

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 on June 28, 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.

- 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.

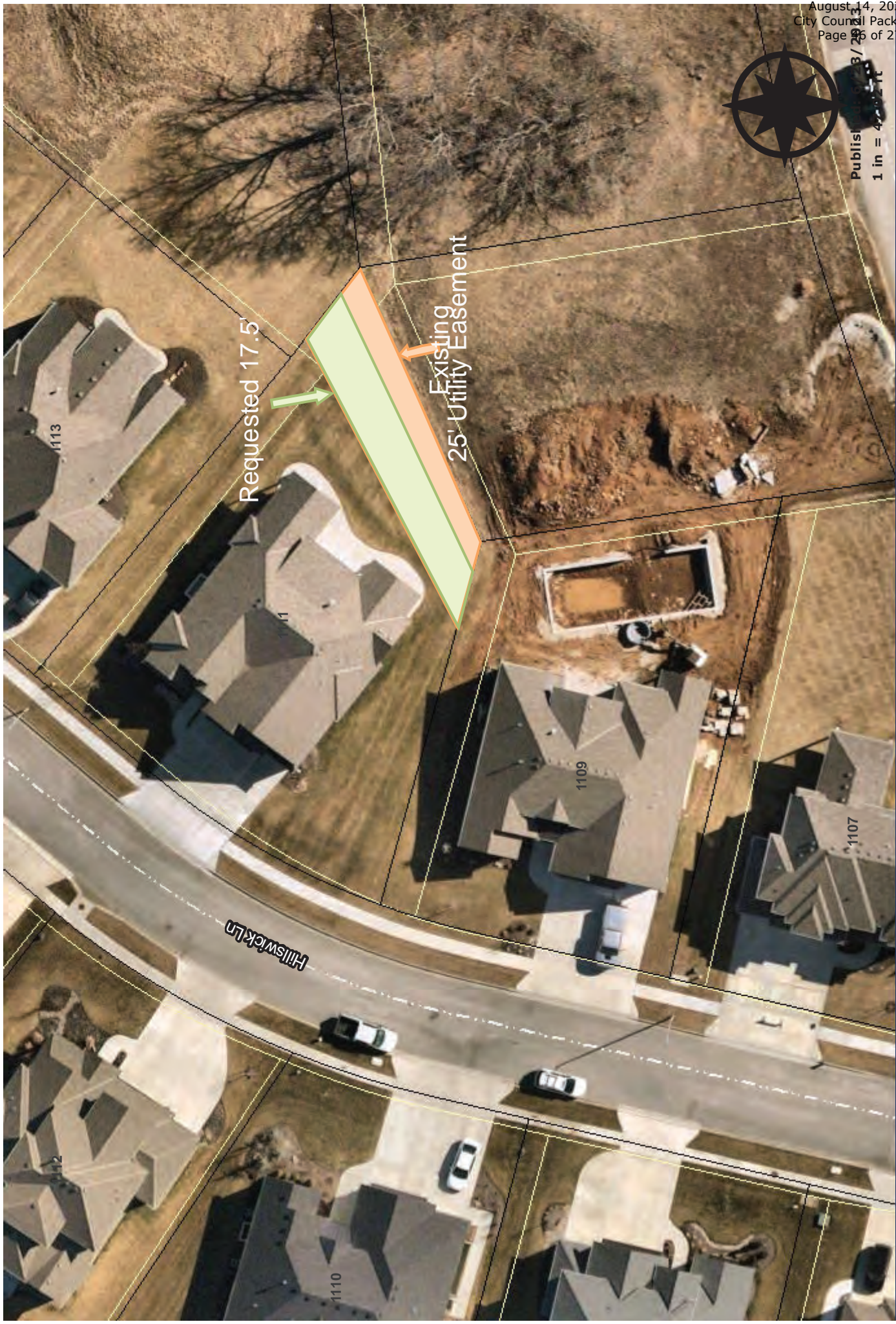
REVIEW OF INFORMATION AND SCHEDULE

<u>Action</u>	<u>City Council 1st</u>	<u>City Council 2nd</u>
Public Hearing	July 24, 2023	August 14, 2023

STAFF RECOMMENDATION

City Staff has reviewed the application and has determined the request to vacate 17.5' of the existing 25' Utility Easement located in the rear yard is justified. Staff recommends that the City Council approve Case #23028 - 1111 Hillswick Ln - Utility Easement Vacation.

Published 8/23/23
1 in = 40' N.T.S.



Requested 17.5'

Existing 25' Utility Easement

Hillswick Ln

1113

1109

1107

1110

The City makes no warranty of any kind, expressed or implied, regarding fitness of the information shown for a particular use.



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: July 24, 2023

SUBMITTED BY: Erica Hill

DEPARTMENT: City Clerk

<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 3833: Annual Personal Financial Disclosure Ordinance

STRATEGIC PLAN GOAL/STRATEGY

4.3.3 Demonstrate dedication to ethical behavior and transparency to public trust

FINANCIAL IMPACT

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

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
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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

Bill 3833 establishes the City of Raymore's public procedures for disclosing potential conflicts of interest and personal financial disclosure as provided for in RSMo Sections 105.483 and 105.485.

BILL 3833

ORDINANCE

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, ESTABLISHING A PROCEDURE TO DISCLOSE POTENTIAL CONFLICTS OF INTEREST AND SUBSTANTIAL INTERESTS FOR CERTAIN OFFICIALS AND CANDIDATES FOR ELECTIVE OFFICES."

WHEREAS, as outlined in RSMo. Sections 105.483 and 105.485, a political subdivision with an annual budget in excess of one million dollars must adopt an Ordinance at an open meeting to submit to the Missouri Ethics Commission no later than September 15, 2023, establishing and making public our method of disclosing potential conflicts of interest.

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

Section 1. Declaration of Policy. The proper operation of government requires that public officials and employees be independent, impartial and responsible to the people; that government decisions and policy be made in the proper channels of the governmental structure; that public office shall not be used for personal gain; and that the public have confidence in the integrity of its government. In recognition of these goals, there is hereby established a procedure for disclosure by certain officials and employees of private financial or other interests in matters affecting the City.

Section 2. Conflicts of Interest.

- a. All elected and appointed officials, as well as employees of a political subdivision, must comply with Section 105.454 of the Missouri Revised Statutes on conflicts of interest as well as any other state law governing official conduct.
- b. Any member of the governing body of a political subdivision who has a "substantial or private interest" in any measure, bill, order, or Ordinance proposed or pending before such governing body must disclose that interest to the secretary or clerk of such body and such disclosure shall be recorded in the appropriate journal of the governing body. Substantial or private interest is defined as ownership by the individual, his spouse, or his dependent children, whether singularly or collectively, directly, or indirectly of: (1) 10% or more of any business entity; or (2) an interest having a value of \$10,000 or more; or (3) the receipt of a salary, gratuity, or other compensation or remuneration of \$5,000 or more, per year from any individual partnership, organization, or association within any calendar year.

Section 3. Disclosure Reports. Each elected official, candidate for elective office, the Chief Administrative Officer, the Chief Purchasing Officer, and the full-time

general counsel shall disclose the following information by May 1, if any such transactions occurred during the previous calendar year:

- a. For such person, and all persons within the first degree of consanguinity or affinity of such person, the date and the identities of the parties to each transaction with a total value in excess of five hundred dollars, in any, that such person had with the political subdivision, other than compensation received as an employee or payment of any tax, fee, or penalty due to the political subdivision, and other than transfers for no consideration to the political subdivision.
- b. The date and the identities of the parties to each transaction known to the person with a total value in excess of five hundred dollars, if any, that any business entity in which such person had a substantial interest, had with the political subdivision, other than payment of any tax, fee, or penalty due to the political subdivision or transactions involving payment for providing utility service to the political subdivision, and other than transfers for no consideration to the political subdivision.
- c. The Chief Administrative Officer and the Chief Purchasing Officer also shall disclose by May 1 for the previous calendar year the following information:
 1. The name and address of each of the employers of such person from whom income of one thousand dollars or more was received during the year covered by the statement;
 2. The name and address of each sole proprietorship that he owned; the name, address and the general nature of the business conducted of each general partnership and joint venture in which he was a partner or participant; the name and address of each partner or co-participant for each partnership or joint venture unless such names and addresses are filed by the partnership or joint venture with the secretary of state; the name, address and general nature of the business conducted of any closely held corporation or limited partnership in which the person owned ten percent or more of any class of the outstanding stock or limited partnership units; and the name of any publicly traded corporation or limited partnership that is listed on a regulated stock exchange or automated quotation system in which the person owned two percent or more of any class of outstanding stock, limited partnership units or other equity interests;
 3. The name and address of each corporation for which such person served in the capacity of a director, officer, or receiver.

Section 4. Filing of Reports. The financial interest statements shall be filed at the following times, but no person is required to file more than one financial interest statement in any calendar year;

- a. Every person required to file a financial interest statement shall file the statement annually no later than May 1 and the statement shall cover the calendar year ending the immediately preceding December 31; provided that any member of the City Council may supplement the financial interest statement to report additional interest acquired after December 31 of the covered year until the date of filing of the financial interest statement.
- b. Each person appointed to office shall file the statement within thirty days of such appointment or employment;
- c. Financial disclosure reports giving the financial information required in Section 3 shall be filed with the local political subdivision and with the Missouri Ethics Commission. The reports shall be available for public inspection and copying during normal business hours.

Section 5. Filing of Ordinance. A certified copy of this Ordinance, adopted prior to September 15, shall be sent within ten days of its adoption to the Missouri Ethics Commission.

Section 6. 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 7. 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 24TH DAY OF JULY, 2023.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 14TH DAY OF AUGUST, 2023, BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Baker
Councilmember Barber
Councilmember Burke III
Councilmember Engert
Councilmember Forster
Councilmember Holman
Councilmember Townsend

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: July 24, 2023

SUBMITTED BY: Jordan Lea DEPARTMENT: Economic Development

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

TITLE / ISSUE / REQUEST

Bill 3836: Non-Residential Contributor Sewer Service Agreement for Nuuly

STRATEGIC PLAN GOAL/STRATEGY

3.3 Cultivate a climate for prosperous business growth and development

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

Sewer Service Agreement

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

Nuuly, a subsidiary of Urban Outfitters, is currently under construction on their new distribution facility located at 1300 S. Dean Avenue. The project will result in the operation of a distribution and fulfillment center for Nuuly, a clothing rental company.

Due to the significant water usage required to launder the clothing for rental or resale, the company is equipping the building with a large number of commercial/industrial washing machines, dryers and steamers.

Wastewater for the City is traditionally billed pursuant to water consumption. Based on the nature of the laundry facilities associated with the business operations of Nuuly, there is projected to be a significant loss factor and evaporation of wastewater from the industrial washing machines and steamers, which would create disproportionate sewer service charges compared to the actual flow of wastewater into the wastewater sewer system maintained by the City. As a result, Nuuly has requested that the City bill sewer charges for the property based on the actual flow of wastewater into the sewer system.

Section 710.350(D)(b) of the City Code of Ordinances provides the authority for Sewer Services charges as follows:

Non-Residential Contributors. For all other contributors, including industrial, commercial, or multi-unit residential complexes served by a common water meter or meters, user charges shall be based on actual water consumption during the current month. Exceptions may include contributors with a service contract approved by the City Council.

The proposed agreement allows the City to charge Nuuly for sewer service based on actual metered wastewater flow into the system.

Additionally, as part of the incentive negotiations to attract Nuuly to locate in Raymore, the City offered a 5-year reimbursement to Nuuly equal to the amount of five percent (5%) for all billed water service and billed sewer service as a means of helping offset the costs associated with equipping the building for service.

BILL 3836

ORDINANCE

“AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO A NON-RESIDENTIAL CONTRIBUTOR SEWER SERVICE CONTRACT WITH URBN SR, LLC, DBA NUULY, PURSUANT TO SECTION 710.350 OF THE CITY CODE.”

WHEREAS, the business operations of Nuuly include industrial washing machines and steamers which will necessitate the utilization of significant water services provided by Public Water Supply District #10 of Cass County, Missouri, (“PWSD #10”) pursuant to their established supply, service, and rate policies; and,

WHEREAS, the City extended a financial incentive offer during the attraction of and negotiations with Nuuly including a short-term, 5-year credit equal to five-percent of all monthly billed water and sewer charges as a means of offsetting soft-costs of equipping the building for operations; and,

WHEREAS, the business operations of Nuuly will also result in significant anticipated evaporation of wastewater from the industrial washing machines and steamers which would create disproportionate sewer service charges compared to the actual flow of wastewater into the wastewater sewer service infrastructure system maintained by the City; and,

WHEREAS, Section 710.350(D)(b) of the City Code of Ordinances provides the authority for sewer services charges as follows:

Non-Residential Contributors. For all other contributors, including industrial, commercial, or multi-unit residential complexes served by a common water meter or meters, user charges shall be based on actual water consumption during the current month. Exceptions may include contributors with a service contract approved by the City Council; and,

WHEREAS, given the significant anticipated evaporation, Nuuly has requested, and the City has agreed to separately meter the wastewater sewer service exiting the property.

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

Section 1. The City Manager is hereby authorized and directed to enter into the Non-Residential Contributor Sewer Service Agreement attached as Exhibit A.

Section 2. The City Manager is authorized to administer the Sewer Service Contract and effectuate the terms of the Agreement.

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 24TH DAY OF JULY, 2023.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 14TH DAY OF AUGUST, 2023, BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Baker
Councilmember Barber
Councilmember Burke III
Councilmember Engert
Councilmember Forster
Councilmember Holman
Councilmember Townsend

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature

NON-RESIDENTIAL CONTRIBUTOR SEWER SERVICE CONTRACT

City of Raymore, Missouri

URBN SR, LLC

August 14, 2023

THIS NON-RESIDENTIAL CONTRIBUTOR SEWER SERVICE CONTRACT (“Contract”) is entered into and effective as of this _____ day of _____, 2023 (“Effective Date”), by and between the City of Raymore, Missouri (the “City”), a Missouri municipal corporation whose principal address is 100 Municipal Circle, Raymore, MO 64083 and URBN SR, LLC (“Nuuly”), a Pennsylvania Limited Liability Company whose principal address is 5000 South Broad Street, Philadelphia, PA 19112-1495. The City and Nuuly are sometimes referred to herein individually as a “Party”, or collectively as the “Parties”.

RECITALS

The following Recitals are a material part of this Contract in construing and interpreting the intentions of the Parties in entering into this Contract.

1. The City is a Missouri municipal corporation with its jurisdictional boundaries lying and situated entirely within Cass County, Missouri,

2. The City provides municipal services to its residents and the businesses within its jurisdictional boundaries, including but not limited to water utility service and sanitary sewer utility service.

3. Nuuly has entered into a lease for occupancy of certain industrial and manufacturing real property (the “Property”) located within the jurisdictional boundaries of the City wherein Nuuly intends to operate a business for the receipt, repair, cleaning, washing, repackaging, marketing, rental, retail sales, and/or thrift resale of assorted clothing items (“Business Operations”).

4. The Property is commonly known as 1300 S. Dean Avenue, Raymore, Missouri. The Property has been legally described on Exhibit “A” attached hereto and incorporated by reference herein. The Property is pictorially depicted on Exhibit “B” attached hereto and incorporated by reference herein.

5. Nuuly may expand the footprint of the Business Operations at the Property to include additional real property (“Expansion Space”) legally described on Exhibit “A” attached hereto and incorporated by reference herein. The Expansion Space is pictorially depicted on Exhibit “B” attached hereto and incorporated by reference herein.

6. The Property and the Expansion Space will be serviced for Water Utility Services (“Water Service”) by Public Water Supply District #10 of Cass County, Missouri (“PWSD #10”). The Property and the Expansion Space will be serviced for Sanitary Sewer utility services (“Sewer Service”) by Raymore. The City traditionally bills for Sewer Service provided to residents and businesses within its jurisdictional boundaries. Consumption for sewer service is

generally calculated by the City pursuant to water usage, and established rates which are approved by the Raymore City Council on an annual basis. Rates for Sewer Service are generally calculated by the City pursuant to water usage which is metered and read on a monthly basis.

7. Section 710.350(D)(b) of the City Code of Ordinances provides the authority for Sewer Services charges as follows:

“Non-Residential Contributors. For all other contributors, including industrial, commercial, or multi-unit residential complexes served by a common water meter or meters, user charges shall be based on actual water consumption during the current month. Exceptions may include contributors with a service contract approved by the City Council.”

8. The Business Operations of Nuuly include industrial washing machines and steamers which will necessitate the utilization of significant water services provided by Public Water Supply District #10 of Cass County, Missouri (“PWS #10”) pursuant to their established supply, service, and rate policies.

9. The Business Operations of Nuuly will also result in significant anticipated evaporation of wastewater from the industrial washing machines and steamers which would create disproportionate Sewer Service charges compared to the actual flow of wastewater into the wastewater sewer service infrastructure system maintained by the City.

10. Given the significant anticipated evaporation, Nuuly has requested, and the City has agreed to separately meter the wastewater sewer service exiting the Property, including the Expansion Space if, and only if, Nuuly expands its operations to the Expansion Space.

11. This Contract has been drafted to memorialize the agreement between the Parties as to the separate metering of the Property and the Expansion Space (if such Expansion Space is utilized by Nuuly).

AGREEMENT

Pursuant and subject to the foregoing Recitals, the Parties agree for this Contract as follows:

A. Basis of Sewer Service Charges. During the term of this Contract, the City shall NOT charge Nuuly monthly for Sewer Services to the Property based upon actual metered water consumption as established by the meter on Water Service. Rather, during the term of this Contract, the City SHALL charge Nuuly for Sewer Services to the Property based upon the actual flow of wastewater into the wastewater sewer service infrastructure system maintained by the City.

B. Sewer Service Metering. To determine the actual flow of wastewater created by Nuuly at the Property, the Parties agree that the Sewer Service line from the Property will be

metered utilizing a wastewater meter (“Meter”) as approved by the Director of Public Works for the City prior to installation.

C. Expansion Space Metering. The City Agrees that if Nuuly expands its Business Operations into the Expansion Space, that any Sewer Services incurred in such Expansion Space shall be metered on the Meter or on a similarly acceptable additional meter (“Expansion Meter”), as approved by the Director of Public Works for the City prior to installation. No separate metering will be provided to the Expansion Space unless such area is utilized by Nuuly in its Business Operations.

D. Testing Charges for Meters. The Parties agree that Nuuly shall be responsible for all costs and charges incurred by the City in testing the ongoing accuracy of the Meter and/or Expansion Meter pursuant to, (i) its manufacturer recommended testing schedule, (ii) upon the request of Nuuly, and/or (iii) pursuant to established ordinance of the City. Costs and charges incurred for testing of the Meter and/or Expansion Meter shall be billed to Nuuly with the standard monthly bills produced for Sewer Service, as issued by the City.

E. Replacement, Recalibration, and Repair Charges of Meters. The Parties agree that Nuuly shall be responsible for all costs and charges incurred by the City in repair, recalibration, and replacement of the Meter and/or Expansion Meter (subject to any offsets for warranty or refund) if such Meter and/or Expansion Meter shall fall outside acceptable manufacturer recommended specifications, parameters, and accuracy, or through damage and/or breakage. Costs and charges incurred for repair and replacement of the Meter and/or Expansion Meter shall be billed to Nuuly with the standard monthly bills produced for Sewer Service, as issued by the City.

F. Online Portal Readings. Nuuly agrees that the City shall be provided an online portal for access to the Meter and/or Expansion Meter reading through any electronic software or online based upon metering readings.

G. Access to Meters. Nuuly agrees that the City, and/or its representatives, agents, employees, or independent contractors, shall be provided at all reasonable times, including but not limited to the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday for purposes of physically inspecting the Meter(s) on the Property and shall be granted easement to access such Meter and/or Expansion Meter.

H. Disposition of Meters. Upon the earlier of, (i) termination of this Contract by the Parties, (ii) expiration of this Contract, or (iii) termination of Business Operations by Nuuly at the Property and/or at the Expansion Space for a period exceeding one hundred twenty (120) days, the City reserves the right to remove the Meter(s) installed for measurement of the actual wastewater produced by Nuuly at the Property and/or at the Expansion Space and charge any future tenant at the Property, and/or within the Expansion Space according to its standard billing methods and rates.

I. Termination of Contract. The term of this Contract and the obligations of the Parties under the terms of the Contract (unless otherwise noted herein) shall expire upon, (i)

termination of any tenancy of Nuuly within the Property and/or Expansion Space, (ii) termination of any lease term of Nuuly, including any applicable extensions of the same to the Property and/or Expansion Space, abandonment of the Property and/or the Expansion Space by Nuuly for a period exceeding one hundred twenty (120) days.

J. Minimum Monthly Charge. In the event that either the Meter and/or the Expansion Meter fails to record a monthly reading due to leakage, breakage, or calibration failure, the Parties agree that it shall impose a minimum wastewater sewer usage (“Minimum Presumed Usage”) based upon the prior six (6) month average wastewater usage, but applying the then current rates and charges as imposed by the City. Such Minimum Presumed Usage shall continue until such time as the Meter and/or the Expansion Meter shall be repaired, replaced, or recalibrated.

K. Credit for Water Services and Sewer Charges. The City agrees that it SHALL provide Nuuly with a credit (“Credit”) in the amount of five percent (5%) for all billed Water Service and billed Sewer Service provided to the Property and/or to the Expansion Space (if the Expansion Space is utilized by Nuuly for its Business Operations), less any surcharges, fees or penalties that may be charged. This Credit shall be applied monthly to the bill for Sewer Service issued by the City to Nuuly. The Credit for Water Service shall be calculated pursuant to the adopted rates and meter readings applied by PWSD #10 for Water Service. The Credit for Sewer Services shall be calculated pursuant to the adopted rates and meter readings applied by the City for Sewer Service.

L. Severability. If any provision of this Contract is held unenforceable by a court of competent jurisdiction, that provision shall be severed and shall not affect the validity or enforceability of the remaining provisions.

M. Governing Law. This Contract shall be governed by and construed in accordance with the internal laws (and not the laws of conflicts) of the State of Missouri.

N. Complete Agreement. This Contract constitutes the complete agreement and sets forth the entire understanding and agreement of the parties as to the subject matter of this Contract and supersedes all prior discussions and understandings in respect to the subject of this Contract, whether written or oral.

O. Dispute Resolution. If there is any default by a Party, or dispute/controversy between the Parties arising out of or relating to this Contract, the Parties agree that such default, dispute/controversy will be first mediated. The Parties agree to provide written Notice of such default, dispute or controversy with a fifteen (15) day opportunity of the opposing Party to cure such default. If mediation should fail to resolve the dispute or controversy, the Parties may seek further recourse through legal action in the Circuit Court of Cass County, Missouri, at Harrisonville. All costs and expenses, including reasonable attorney's fees and expert's fees, of all Parties incurred in any dispute that is determined and/or settled by mediation pursuant to this Contract will be borne by the Party determined to be liable in respect of such dispute; provided, however, that if complete liability is not assessed against only one Party, the Parties will share the total costs in proportion to their respective amounts of liability so determined. Except where

clearly prevented by the area in dispute, both Parties agree to continue performing their respective obligations under this Contract until the dispute is resolved. The mediation shall be held at a mutually agreed upon location. Agreements reached in mediation for the resolution of disputes shall be enforceable as settlement agreements in any court having jurisdiction thereof.

P. Additional Remedies for Non-Payment. In addition to any remedies available and outlined in Section O of this Contract Above, any disputes resulting from the failure of Nuuly to provide payment for Sewer Services as billed by the City may be resolved by the City pursuant to any and all adopted ordinances, fee structure and policies as adopted by the City at the time of default by Nuuly.

Q. Amendment. No modification, amendment, termination, or attempted waiver of this Contract, or any provision thereof, shall be valid unless in writing signed by the Party against whom the same is sought to be enforced, and approved by the governing body of the City.

R. Waiver. The waiver by a Party of a breach of any provision of this Contract by the other Party shall not operate or be construed as a waiver of any other or subsequent breach by the Party in breach.

S. Assignment. This Contract may not be assigned by either Party without the prior written consent of the other Party; provided. The benefits and obligations of this Contract shall be binding upon and inure to the Parties hereto, their successors and assigns.

T. Notices. Any notice required under the terms of this Contract shall be governed by the following provisions:

(1) Effective Notice. All notices required under this Contract shall be in writing and shall be effective as set forth in this section.

(2) Method of Delivery. Except as to monthly bills issued by the City (which shall be delivered pursuant to its adopted billing procedures and practices) all notices, requests, demands and other communications hereunder (“Notice”) shall be deemed to have been duly given if the same shall be in writing and delivered via e-mail at approved e-mail addresses provided below, or by a nationally recognized overnight delivery service with cost borne by the sender (marked by the sender for next business day delivery), or sent by certified United States mail, return receipt requested, postage pre-paid, and addressed as set forth below. Notices given by a nationally recognized overnight delivery service shall be deemed given the next business day after deposit with such delivery service in accordance with the requirements hereof, and Notices given by certified mail shall be deemed given the third (3rd) business day after deposit with the United States Postal Service in accordance with the requirements hereof. Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm/company/entity, or to an officer of the corporation for which it was intended.

(3) City Notice. Notice to City shall be addressed to:

Jim Feuerborn
City Manager
100 Municipal Circle
Raymore, MO 64083

E-mail: feuerborn@raymore.com

- (4) Nuuly Notice. Notice to Nuuly shall be addressed to:

Jennifer Calliagas
Director, North American Planning
5000 South Broad Street
Philadelphia, PA 19112

E-mail: JCalliagas@urbn.com

- (5) Change of Notice. Any party shall have the right to change its respective address or email for receipt of Notice by written Notice to the other party.

U. Effectiveness. This Contract shall become effective only after it has been; (a) authorized by the governing body of the City, (b) executed by the authorized representative on behalf of the City, and (c) executed by the authorized representative of Nuuly.

V. Authorized Representatives. City warrants to Nuuly that they have followed all applicable statutory procedures required under Missouri law (including but not limited to the Open Records or "Sunshine" law contained in Chapter 610 RSMo), and its own enabling acts in connection with their respective authorization and approval of this Contract. Each individual executing this Contract represents and warrants that he or she has been duly authorized by appropriate action of the governing body of their respective entity which he/she signs to execute and deliver this Contract in the capacity and for the entity set forth where he/she signs and that as a result of his/her signature, this Contract shall be binding upon the party for which he/she signs.

W. Counterparts. This Contract may be executed in counterparts with the same force and effect as if executed in one complete document. Facsimile, computer formatted, copied, or electronically preserved copies of the original of this Contract shall be enforceable and any party who receives a copy of this Contract showing that it has been executed may rely upon the same with full force and effect as if it were an original.

X. Cooperation. The parties agree to cooperate with one another at all times and to coordinate their activities as necessary during the term of this Agreement. The parties agree to cooperate with any other Subcontractors or parties retained by the parties, and to ensure performance of the Scope of Services in an efficient and timely manner.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the date and year first above written.

(SEAL)

THE CITY OF RAYMORE, MISSOURI

Jim Feuerborn, City Manager

Attest:

Erica Hill, City Clerk

NUULY - URBN SR, LLC

N/A

Subdivider – Signature

Jen Calligas

Jen Calligas, Director North America Planning

Subscribed and sworn to me on this
the 27th day of July 2023
in the County of Philadelphia
State of Pennsylvania

Stamp:

Notary Public: Meredith L. Boice

My Commission Expires: _____

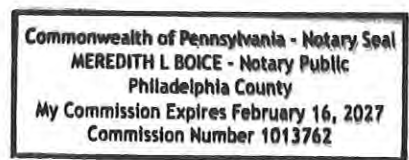


EXHIBIT A

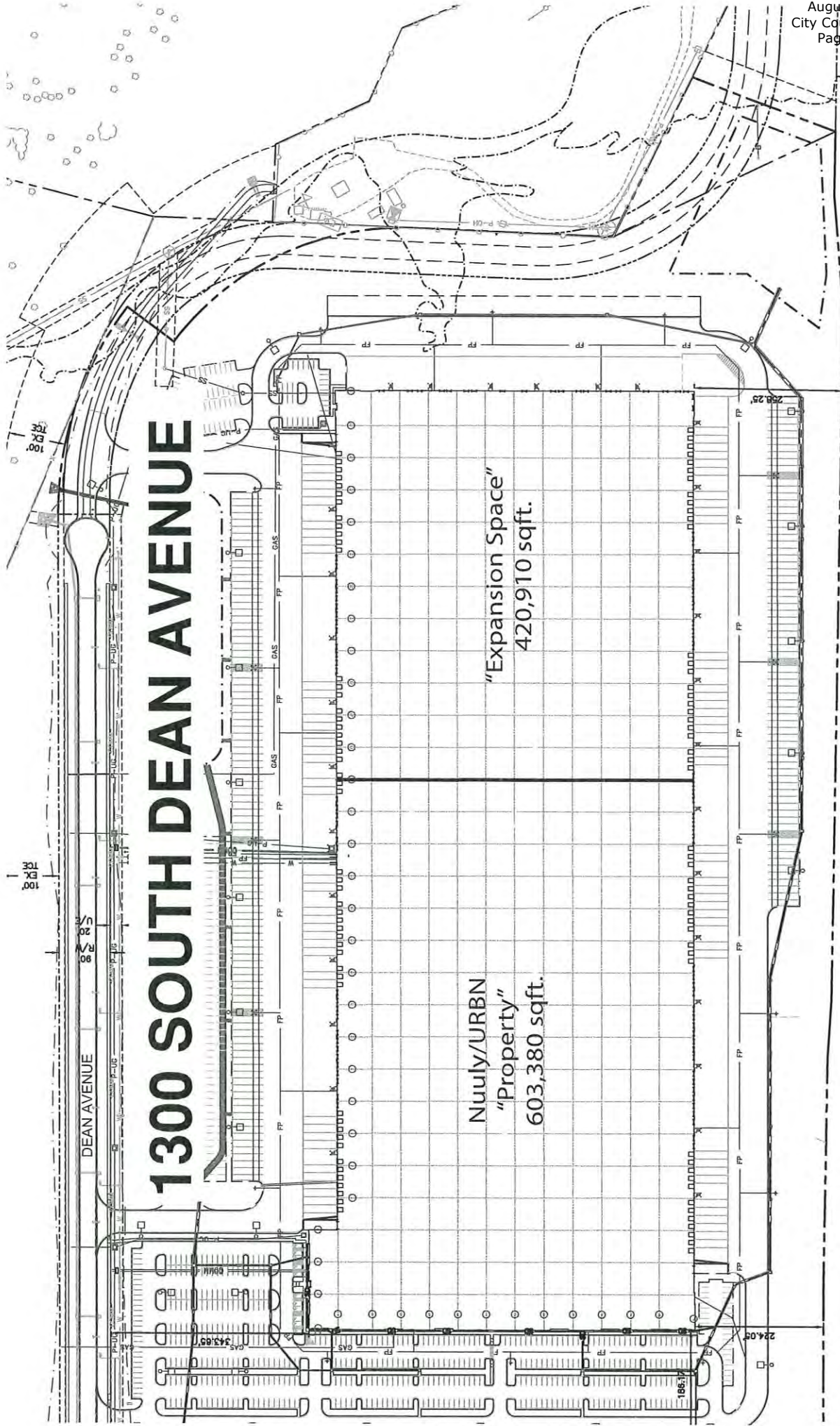
Legal Description of Property and Expansion Space

The “Property” consists of that part of Lot 3, Raymore Commerce Center, Second Plat, a subdivision in the City of Raymore, Cass County, Missouri, (Book25, Page 51) containing approximately 603,380 rentable square feet located within the Building, identified pictorially on Exhibit B as “Leased”.

The “Expansion Space” consists of that part of Lot 3, Raymore Commerce Center, Second Plat, a subdivision in the City of Raymore, Cass County, Missouri, (Book25, Page 51) containing approximately 420,910 rentable square feet located within the Building, identified pictorially on Exhibit B as “Available”.

EXHIBIT B

Pictorial Description of Property and Expansion Space



1300 SOUTH DEAN AVENUE

NUULY/URBN
"PROPERTY"
603,380 sqft.

"Expansion Space"
420,910 sqft.

INTERSTATE 49

New Business



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: August 14, 2023

SUBMITTED BY: Elisa Williams

DEPARTMENT: Finance

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

TITLE / ISSUE / REQUEST

Bill 3837: Setting the 2023 Tax Levy

STRATEGIC PLAN GOAL/STRATEGY

4.3 Ensure Fiscal Discipline and Good Stewardship of Public Resources

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

2023 State Auditors Calculation
2023 Notice of Aggregate Assessed Valuation

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

Cass County has provided to the City of Raymore the final and equalized assessed values of real and personal property located within the city limits.

The total assessed values for property within the city limits are reviewed in May and June by the County. In even years, the property is simply reviewed to add growth, i.e. new properties that have come onto the rolls since last year. In odd years, the County assesses the properties to account for changes in value. In even years the total city valuation changes to reflect only growth, while in odd years the total city valuation changes due to both growth and change in the values of existing properties.

The basic theory of the Hancock Amendment is that City revenue from property tax in the operating funds (General and Parks) should be neutral from year to year for non-growth related increases in assessments. Therefore, as non-growth related property assessments increase, levies typically decrease. Conversely, if non-growth related property assessments decrease in any given year, Hancock provides that the levies may increase in order to result in revenue neutrality.

Computations have been completed by the State Auditor's office, based on the information received from the County (2nd Report – After Board of Equalization), to determine the levies which may be set in each of the funds in order to be revenue-neutral. Based on the results of these computations, the levy that could be assessed in the General Fund to be revenue-neutral is 0.3949, and the levy that could be assessed in the Park Fund to be revenue-neutral is 0.1063.

In 2022, the operating levy in the General Fund was 0.4158 and the operating levy in the Park Fund was 0.1119.

The debt service levy for this year is at the same amount as last year, which is 0.7170.

Based on the information provided by the County and the State Auditor's calculation, the 2023 Tax Levy is recommended to be \$1.2182 in total.

BILL 3837

ORDINANCE

"AN ORDINANCE PURSUANT TO SECTION 67.110 OF THE REVISED STATUTES OF MISSOURI LEVYING GENERAL AND SPECIAL TAXES IN THE CITY OF RAYMORE, MISSOURI, FOR THE YEAR 2023."

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

Section 1. For the support of the government of the City of Raymore, Missouri, and to meet contractual obligations of said City for the year 2023, General and Special taxes are hereby levied upon all subjects and objects of taxation within the corporate limits of the City of Raymore, Missouri, as follows:

FOR GENERAL PURPOSES: THIRTY-NINE AND FORTY-NINE HUNDREDTHS CENTS (\$0.3949) PER ONE HUNDRED DOLLARS (\$100) ASSESSED VALUATION

Section 2. The rate of tax for the Sinking Fund Levy upon all subjects and objects of taxation for the year 2023, in the City of Raymore, Missouri, for the General Obligation Bonds principal and interest payment shall be as follows:

FOR THE SINKING FUND: SEVENTY-ONE AND SEVENTY HUNDREDTHS CENTS (\$0.7170) PER ONE HUNDRED DOLLARS (\$100) ASSESSED VALUATION

Section 3. The rate of tax for the Park Levy upon all subjects and objects of taxation for the year 2023, in the City of Raymore, Missouri, for the maintenance and improvement of the City parks shall be as follows:

FOR PARK LEVY: TEN AND SIXTY-THREE HUNDREDTHS CENTS (\$0.1063) PER ONE HUNDRED DOLLARS (\$100) ASSESSED VALUATION

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 14TH DAY OF AUGUST, 2023.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 28TH DAY OF AUGUST, 2023, BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Baker
Councilmember Barber
Councilmember Burke III
Councilmember Engert
Councilmember Forster
Councilmember Holman
Councilmember Townsend

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature

INFORMAL TAX RATE CALCULATOR FILE

Form A
 For Political Subdivisions Other Than School Districts Levying a Single Rate on All Property

CITY OF RAYMORE
 Name of Political Subdivision

09-019-0014
 Political Subdivision Code

GENERAL REVENUE
 Purpose of Levy

Computation of reassessment growth and rate for compliance with Article X, Section 22, and Section 137.073, RSMo.

1. (2023) Current year assessed valuation Include the current state and locally assessed valuation obtained from the county clerk, county assessor, or comparable office finalized by the local board of equalization.			
(a)	<u>410,659,582</u>	+	(b) <u>85,873,159</u>
	(Real Estate)		(Personal Property)
			= <u>496,532,741</u>
			(Total)
2. Assessed valuation of new construction & improvements			
2(a) - Obtained from the county clerk or county assessor		2(b) - increase in personal property, use the formula listed under Line 2(b)	
(a)	<u>7,747,895</u>	+	(b) <u>17,148,404</u>
	(Real Estate)		Line 1(b) - 3(b) - 5(b) + 6(b) + 7(b)
			= <u>24,896,299</u>
			(Total)
If Line 2b is negative, enter zero			
3. Assessed value of newly added territory obtained from the county clerk or county assessor			
(a)	<u>44,440</u>	+	(b) <u>6,100</u>
	(Real Estate)		(Personal Property)
			= <u>50,540</u>
			(Total)
4. Adjusted current year assessed valuation (Line 1 total - Line 2 total - Line 3 total)			
			<u>471,585,902</u>
5. (2022) Prior year assessed valuation Include prior year state and locally assessed valuation obtained from the county clerk, county assessor, or comparable office finalized by the local board of equalization. NOTE: If this is different than the amount on the prior year Form A, Line 1, then revise the prior year tax rate ceiling. Enter the revised prior year tax rate ceiling on this year's Summary Page, Line A.			
(a)	<u>357,806,243</u>	+	(b) <u>68,718,655</u>
	(Real Estate)		(Personal Property)
			= <u>426,524,898</u>
			(Total)
6. Assessed value of newly separated territory obtained from the county clerk or county assessor			
(a)	<u>0</u>	+	(b) <u>0</u>
	(Real Estate)		(Personal Property)
			= <u>0</u>
			(Total)
7. Assessed value of property locally assessed in prior year, but state assessed in current year obtained from the county clerk or county assessor			
(a)	<u>0</u>	+	(b) <u>0</u>
	(Real Estate)		(Personal Property)
			= <u>0</u>
			(Total)
8. Adjusted prior year assessed valuation (Line 5 total - Line 6 total - Line 7 total)			
			<u>426,524,898</u>

Information on this page takes into consideration any voluntary reduction(s) taken in previous even numbered year(s). If in an even numbered year, the political subdivision wishes to no longer use the lowered tax rate ceiling to calculate its tax rate, it can hold a public hearing and pass a resolution, a policy statement, or an ordinance justifying its action prior to setting and certifying its tax rate. The information in the Informational Data, at the end of these forms, provides the rate that would be allowed had there been no previous voluntary reduction(s) taken in an even numbered year(s).

For Political
 Subdivision Use
 in Calculating its
 Tax Rate

9. Percentage increase in adjusted valuation of existing property in the current year over the prior year's assessed valuation (Line 4 - Line 8/Line 8 x 100)	<u>10.5647%</u>
10. Increase in Consumer Price Index (CPI) certified by the State Tax Commission	<u>6.5000%</u>
11. Adjusted prior year assessed valuation (Line 8)	<u>426,524,898</u>
12. (2022) Tax rate ceiling from prior year (Summary Page, Line A)	<u>0.4158</u>
13. Maximum prior year adjusted revenue from property that existed in both years (Line 11 x Line 12/100)	<u>1,773,491</u>
14. Permitted reassessment revenue growth The percentage entered on Line 14 should be the lower of the actual growth (Line 9), the CPI (Line 10) or 5%. A negative figure on Line 9 is treated as a 0 for Line 14 purposes. Do not enter less than 0 or more than 5%.	<u>5.0000%</u>
15. Additional revenue permitted (Line 13 x Line 14)	<u>88,675</u>
16. Total revenue permitted in current year* from property that existed in both years (Line 13 + Line 15)	<u>1,862,166</u>
17. Adjusted current year assessed valuation (Line 4)	<u>471,585,902</u>
18. Maximum tax rate permitted by Article X, Section 22, and Section 137.073 RSMo (Line 16 / Line 17 x 100) Round a fraction to the nearest one/one hundredth of a cent. Enter this rate on the Summary Page, Line B	<u>0.3949</u>

* To compute the total property tax revenues billed for the current year (including revenues from all new construction and improvements and annexed property), multiply Line 1 by the rate on Line 18 and divide by 100. The property tax revenues billed would be used in estimating budgeted revenues.

INFORMAL TAX RATE CALCULATOR FILE

Form A
 For Political Subdivisions Other Than School Districts Levying a Single Rate on All Property

CITY OF RAYMORE
 Name of Political Subdivision

09-019-0014
 Political Subdivision Code

PARKS & RECREATION
 Purpose of Levy

Computation of reassessment growth and rate for compliance with Article X, Section 22, and Section 137.073, RSMo.

1. (2023) Current year assessed valuation Include the current state and locally assessed valuation obtained from the county clerk, county assessor, or comparable office finalized by the local board of equalization.			
(a)	<u>410,659,582</u>	+	(b) <u>85,873,159</u>
	(Real Estate)		(Personal Property)
			= <u>496,532,741</u>
			(Total)
2. Assessed valuation of new construction & improvements			
2(a) - Obtained from the county clerk or county assessor		2(b) - increase in personal property, use the formula listed under Line 2(b)	
(a)	<u>7,747,895</u>	+	(b) <u>17,154,504</u>
	(Real Estate)		Line 1(b) - 3(b) - 5(b) + 6(b) + 7(b)
			= <u>24,902,399</u>
			(Total)
If Line 2b is negative, enter zero			
3. Assessed value of newly added territory obtained from the county clerk or county assessor			
(a)	<u>44,440</u>	+	(b) <u>0</u>
	(Real Estate)		(Personal Property)
			= <u>44,440</u>
			(Total)
4. Adjusted current year assessed valuation (Line 1 total - Line 2 total - Line 3 total)			
			<u>471,585,902</u>
5. (2022) Prior year assessed valuation Include prior year state and locally assessed valuation obtained from the county clerk, county assessor, or comparable office finalized by the local board of equalization. NOTE: If this is different than the amount on the prior year Form A, Line 1, then revise the prior year tax rate ceiling. Enter the revised prior year tax rate ceiling on this year's Summary Page, Line A.			
(a)	<u>357,806,243</u>	+	(b) <u>68,718,655</u>
	(Real Estate)		(Personal Property)
			= <u>426,524,898</u>
			(Total)
6. Assessed value of newly separated territory obtained from the county clerk or county assessor			
(a)	<u>0</u>	+	(b) <u>0</u>
	(Real Estate)		(Personal Property)
			= <u>0</u>
			(Total)
7. Assessed value of property locally assessed in prior year, but state assessed in current year obtained from the county clerk or county assessor			
(a)	<u>0</u>	+	(b) <u>0</u>
	(Real Estate)		(Personal Property)
			= <u>0</u>
			(Total)
8. Adjusted prior year assessed valuation (Line 5 total - Line 6 total - Line 7 total)			
			<u>426,524,898</u>

Information on this page takes into consideration any voluntary reduction(s) taken in previous even numbered year(s). If in an even numbered year, the political subdivision wishes to no longer use the lowered tax rate ceiling to calculate its tax rate, it can hold a public hearing and pass a resolution, a policy statement, or an ordinance justifying its action prior to setting and certifying its tax rate. The information in the Informational Data, at the end of these forms, provides the rate that would be allowed had there been no previous voluntary reduction(s) taken in an even numbered year(s).

For Political
 Subdivision Use
 in Calculating its
 Tax Rate

9. Percentage increase in adjusted valuation of existing property in the current year over the prior year's assessed valuation (Line 4 - Line 8/Line 8 x 100)	<u>10.5647%</u>
10. Increase in Consumer Price Index (CPI) certified by the State Tax Commission	<u>6.5000%</u>
11. Adjusted prior year assessed valuation (Line 8)	<u>426,524,898</u>
12. (2022) Tax rate ceiling from prior year (Summary Page, Line A)	<u>0.1119</u>
13. Maximum prior year adjusted revenue from property that existed in both years (Line 11 x Line 12/100)	<u>477,281</u>
14. Permitted reassessment revenue growth The percentage entered on Line 14 should be the lower of the actual growth (Line 9), the CPI (Line 10) or 5%. A negative figure on Line 9 is treated as a 0 for Line 14 purposes. Do not enter less than 0 or more than 5%.	<u>5.0000%</u>
15. Additional revenue permitted (Line 13 x Line 14)	<u>23,864</u>
16. Total revenue permitted in current year* from property that existed in both years (Line 13 + Line 15)	<u>501,145</u>
17. Adjusted current year assessed valuation (Line 4)	<u>471,585,902</u>
18. Maximum tax rate permitted by Article X, Section 22, and Section 137.073 RSMo (Line 16 / Line 17 x 100) Round a fraction to the nearest one/one hundredth of a cent. Enter this rate on the Summary Page, Line B	<u>0.1063</u>

* To compute the total property tax revenues billed for the current year (including revenues from all new construction and improvements and annexed property), multiply Line 1 by the rate on Line 18 and divide by 100. The property tax revenues billed would be used in estimating budgeted revenues.

CITY OF RAYMORE	09-019-0014	Debt Service
Name of Political Subdivision	Political Subdivision Code	Purpose of Levy

Debt Service Calculation for General Obligation Bonds Paid for with Property Taxes

The tax rate for debt service will be considered valid if, after making the payment(s) for which the tax was levied, the bonds remain outstanding, and the debt fund reserves do not exceed the following year's payments.

Since the property taxes are levied and collected on a calendar year basis (January - December), it is recommended that this levy be computed using calendar year data.

1. Total current year assessed valuation obtained from the county clerk or county assessor (Form A, Line 1 total)	496,532,741
2. Amount required to pay debt service requirements during the next calendar year (i.e. Assuming the current year is Year 1, use January - December year 2 payments to complete the year 1 Form C) Include the principal and interest payments due on outstanding general obligation bond issues plus anticipated fees of any transfer agent or paying agent due during the next calendar year.	2,628,975
3. Estimated costs of collection and anticipated delinquencies (i.e. collector fees & commissions & assessment fund withholdings) Experience in prior years is the best guide for estimating uncollectible taxes. It is usually 2% to 10% of Line 2 above.	262,898
4. Reasonable reserve up to one year's payment (i.e. Assuming the current year is year 1, use January - December year 3 payments to complete the year 1 Form C) It is important that the debt service fund have sufficient reserves to prevent any default on the bonds. Include payments for the year following the next calendar year, accounted for on Line 2.	3,831,358
5. Total required for debt service (Line 2 + Line 3 + Line 4)	6,723,231
6. Anticipated balance at end of current calendar year Show the anticipated bank or fund balance at December 31st of this year (this will equal the current balance minus the amount of any principal or interest due before December 31st plus any estimated investment earning due before December 31st). Do not add the anticipated collections of this tax into this amount.	2,924,038
7. Property tax revenue required for debt service (Line 5 - Line 6) Line 6 is subtracted from Line 5 because the debt service fund is only allowed to have the payments required for the next calendar year (Line 2) and the reasonable reserve of the following year's payment (Line 4). Any current balance in the fund is already available to meet these requirements so it is deducted from the total revenues required for debt service purposes.	3,799,193
8. Computation of debt service tax rate (Line 7/Line 1 x 100) Round a fraction to the nearest one/one hundredth of a cent.	0.7651
9. Less voluntary reduction by political subdivision	0.0481
10. Actual rate to be levied for debt service purposes * (Line 8 - Line 9) Enter this rate on Line AA of the Summary Page.	0.7170

* The tax rate levied may be lower than the rate computed as long as adequate funds are available to service the debt requirements.

NOTICE OF AGGREGATE ASSESSED VALUATION

(2ND REPORT BEFORE B.O.E. 7-21-2023)

As required by Section 137.245.3, I, Jeff Fletcher, County Clerk of Cass County, State of Missouri, do hereby certify that the following is the Aggregate Assessed Valuation of the

CITY OF RAYMORE

a political subdivision in Cass County, for the year 2023 as shown on the assessment lists on July 21, 2023. Included are state and local railroad and utility valuations as reported by the State Tax Commission and the Cass County Assessor for your political subdivision.

Real Estate, Residential -	\$	372,585,520
Real Estate, Agricultural -		396,160
Real Estate, Commercial -		27,721,680
Real Estate, Local Utilities -		28,391
Real Estate, State Utilities -		<u>9,927,831</u>
TOTAL REAL ESTATE -	\$	<u>410,659,582</u>
Personal Property -	\$	84,769,203
Personal Property, Local Utilities -		29,570
Personal Property, State Utilities -		<u>1,074,386</u>
TOTAL PERSONAL Property -	\$	<u>85,873,159</u>
TOTAL ASSESSED VALUE -	\$	<u>496,532,741</u>

This information is transmitted to assist you in complying with Section 67.110, RSMo, which requires that notice be given and public hearings held before tax rates are set. The above figures include state and locally assessed railroad and utility valuations that have been prepared by the County Clerk's Office.

New Construction and Improvements

The following data has been provided by the County Assessor's Office:

Related to Real Estate -	\$	7,747,895
Increase in Personal Property-		<u>17,154,504</u>
TOTAL -	\$	<u>24,902,399</u>

In witness whereof, I have hereunto set my hand and affixed the seal of the County Commission of Cass County at my office in Harrisonville this 21st day of July, 2023



A handwritten signature in black ink, which appears to read "Jeff Fletcher".

Jeff Fletcher
Cass County Clerk



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: July 24, 2023

SUBMITTED BY: Jordan Lea

DEPARTMENT: Economic Development

<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 checked="" type="checkbox"/> Other Tax Hearing	

TITLE / ISSUE / REQUEST

Bill 3834: Timber Trails Chapter 100 Development and Performance Agreement

STRATEGIC PLAN GOAL/STRATEGY

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

FINANCIAL IMPACT

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

PROJECT TIMELINE

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

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

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

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

Jake Loveless, representing Timber Trails Land Partners LLC on behalf of Griffin Riley Property Group LLC (the "Company"), plans to construct a 299-unit, luxury apartment community, 13,560 square foot multi-tenant retail center and premium hotel on approximately 10 acres located west of Dean Avenue, immediately south of Walmart. The development consists of a mixture of 1 and 2 bedroom units with luxury finishes, and an amenity package that includes parking stalls, covered residential garage parking and tuck-under parking, clubhouse, pool and additional outdoor amenities.

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

Multi-Family: For a period of twenty-five (25) years, a fixed Payment in Lieu of Taxes (PILOT) will be calculated from a starting point of \$1,426.35 per door, equal to 100% taxes that would otherwise be due (as calculated by the Cass County Assessor) with an inflation adjustment of 1.5% in each odd year.

Retail Center: The level of property tax abatement is based on amount of sales tax generating tenants and/or the square footage occupied by sales tax generators.

- 25% tax abatement baseline
- 35% property tax abatement if 50% of the commercial space is occupied by sales tax generators
- 50% property tax abatement if 75% of the commercial space is occupied by sales tax generators

Premium Hotel: Amount equal to 100% of the taxes that would otherwise be due, as calculated by the County Assessor's Office, but will only be applicable or provided during the construction of the hotel.

In conjunction with the requested abatement, the Company has agreed to make an annual PILOT in the amounts represented in the attached Plan for Commercial Development and Cost Benefit Analysis. The City will annually distribute the proportionate amount to each taxing jurisdiction within the boundaries of the project.

BILL 3834

ORDINANCE

“AN ORDINANCE APPROVING A REDEVELOPMENT PLAN FOR A COMMERCIAL DEVELOPMENT PROJECT AND A DEVELOPMENT AND PERFORMANCE AGREEMENT BETWEEN THE CITY OF RAYMORE, MISSOURI AND TIMBER TRAILS LAND PARTNERS, LLC, FOR THE PURPOSE OF PROVIDING FUNDS TO PAY THE COSTS OF IMPROVING A COMMERCIAL 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 a Commercial Project and Cost-Benefit Analysis for Timber Trails Land Partners, LLC (the “Plan”) was prepared and distributed on June 30, 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 a commercial project (the “Project”); and,

WHEREAS, on July 24, 2023, the tax district hearing on the Plan was held by the City, 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 Timber Trails Land Partners, 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.

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

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 14TH DAY OF AUGUST, 2023.

BE IT REMEMBERED THE ABOVE ORDINANCE WAS READ A SECOND TIME AND APPROVED AND ADOPTED THIS 28TH DAY OF AUGUST, 2023, BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Baker
Councilmember Barber
Councilmember Burke III
Councilmember Engert
Councilmember Forster
Councilmember Holman
Councilmember Townsend

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature

EXHIBIT A

Plan for a Commercial Project

NOTICE TO TAXING JURISDICTIONS

To: Taxing Jurisdictions (Distribution List attached)

Re: Notice of Public Hearing – Plan for a Commercial Development Project

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

The City anticipates considering an Ordinance to approve the Plan at its regular meeting on July 24, 2023 scheduled to begin at 6:00 PM at Raymore City Hall located at 100 Municipal Circle, Raymore, MO 64083.

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

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

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

City of Raymore, Missouri

City Clerk
100 Municipal Circle
Raymore, MO 64083

Casco Area Workshop

Executive Director
1800 Vine Street
Harrisonville, MO 64701

South Metropolitan Fire Protection District

Fire Chief
341 N. Conway
Raymore, MO 64083

Cass County

Presiding Commissioner
102 E. Wall Street
Harrisonville, MO 64701

Missouri Director of Revenue

County Tax Section
301 West High Street
Jefferson City, MO 65101

Missouri Department of Revenue

Tax Administration Bureau
301 West High Street
Jefferson City, MO 65101

Raymore-Peculiar School District

Superintendent
21005 S. School Rd.
Peculiar, MO 64078

Cass County Regional Medical Center

Chief Executive Officer
2800 East Rock Haven Road
Harrisonville, MO 64701

Cass County Public Library

Director
400 E Mechanic St.
Harrisonville, MO 64701

Cass County Road and Bridge Department

Superintendent
30508 S. West Outer Road
Harrisonville, MO 64701

State Tax Commission of Missouri

421 East Dunklin Street
Jefferson City, MO 65102

Missouri Department of Revenue

Blind Pension Fund

Director
221 West High Street
Jefferson City, MO 65102

CITY OF RAYMORE, MISSOURI

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

FOR

TIMBER TRAILS MIXED-USE

JUNE 30, 2023

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ATTACHMENT A – SUMMARY OF KEY ASSUMPTIONS

EXHIBIT 1 - PROJECT ASSUMPTIONS

EXHIBIT 2 - SUMMARY OF COST BENEFIT ANALYSIS

EXHIBIT 3 - PROJECTED TAX REVENUES WITHOUT ABATEMENT (NO RETAIL COMPONENT)

EXHIBIT 4 – PROJECTED TAX REVENUES WITHOUT ABATEMENT (RETAIL COMPONENT)

EXHIBIT 5 - PROJECTED PILOT AMOUNT (RETAIL COMPONENT)

EXHIBIT 6 - PROJECTED TAX ABATEMENT (RETAIL COMPONENT)

EXHIBIT 7 - PROJECTED TAX REVENUES WITHOUT ABATEMENT (NO APARTMENT COMPONENT)

EXHIBIT 8 – PROJECTED PILOT AMOUNT (APARTMENT COMPONENT)

EXHIBIT 9 - PROJECTED TAX REVENUES WITHOUT ABATEMENT (NO HOTEL COMPONENT)

EXHIBIT 10 – PROJECTED TAX REVENUES WITHOUT ABATEMENT (HOTEL COMPONENT)

EXHIBIT 11 - PROJECTED PILOT AMOUNT (HOTEL COMPONENT)

EXHIBIT 12 - PROJECTED TAX ABATEMENT (HOTEL COMPONENT)

EXHIBIT 13 - PROJECTED TAX REVENUES WITHOUT ABATEMENT (NO ALTERNATIVE HOTEL COMPONENT)

EXHIBIT 14 - PROJECTED TAX REVENUES WITHOUT ABATEMENT (ALTERNATIVE HOTEL COMPONENT)

EXHIBIT 15 - PROJECTED PILOT AMOUNT (ALTERNATIVE HOTEL COMPONENT)

EXHIBIT 16 - PROJECTED TAX ABATEMENT (ALTERNATIVE HOTEL COMPONENT)

EXHIBIT 17 – SALES AND USE TAX EXEMPTION ON CONSTRUCTION MATERIALS (WITH HOTEL COMPONENT)

EXHIBIT 18 – SALES AND USE TAX EXEMPTION ON CONSTRUCTION MATERIALS (WITH ALTERNATIVE HOTEL COMPONENT)

* * *

CITY OF RAYMORE, MISSOURI

PLAN FOR A COMMERCIAL PROJECT AND COST-BENEFIT ANALYSIS FOR TIMBER TRAILS MIXED-USE

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 revenue bonds in one or more series in the aggregate principal amount of approximately \$70,000,000 (the “Bonds”), to finance costs of a commercial development project (the “Project”) for Timber Trails Land Partners, LLC, a Missouri 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 a Commercial Development Project and Cost-Benefit Analysis (the “Plan”) has been prepared to satisfy requirements of the Act and to analyze the potential costs and benefits, including the related tax impact on all affected taxing jurisdictions, of using revenue bonds to finance the Project and to facilitate abatement of ad valorem taxes on the bond-financed property.

II. GENERAL DESCRIPTION OF CHAPTER 100 FINANCINGS

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

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

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

Under the lease agreement, the company typically: (1) will unconditionally agree to make payments sufficient to pay the principal of and interest on the bonds as they become due; (2) will agree, at its own expense, to maintain the project, to pay all 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

Timber Trails Land Partners, LLC. The Company is a limited liability company organized and existing under the laws of the State of Missouri.

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

IV. REQUIREMENTS OF THE ACT

Description of the Project. The Project to be financed by the Bonds consists of (1) the design and construction of a mixed-use development project including (a) approximately 300 units of “Class A” luxury multi-family apartments, including parking stalls, covered residential garage parking and tuck-under parking, clubhouse, pool and outdoor amenities, (b) a premium hotel, as defined by the development and performance agreement to be entered into between the Company and the City, along Outer Road (the “Hotel”) or, if the Company is unable to attract a premium hotel acceptable to the Company and the City, and with the approval of the City the Company could construct other multi-tenant retail or commercial development and parking stalls, and (c) an approximately 13,560 square foot multi-tenant retail center and parking stalls, and (2) associated site work and infrastructure. The Project is expected to be developed in two phases, with phase 1 including the apartments and retail center, and phase 2 including the Hotel or, with the City’s approval, additional commercial/retail space. The Project being financed by the Bonds will be constructed on approximately 22 acres located at the northwest corner of Dean Avenue and Johnston Drive 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 approximately \$70,000,000, consisting of investments estimated to be made in the years 2024, 2025 and 2026.

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 to be issued in one or series in an aggregate principal amount of approximately \$70,000,000, 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 25 years of tax abatement (excluding any fixed PILOT payments during construction) has been provided, unless terminated sooner pursuant to the terms of the lease; provided, however, that the lease between the Company and the City related to the Hotel to be constructed will terminate upon completion of construction of the Hotel.

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 \$672.65 (currently assessed as agricultural land). The estimated total equalized assessed valuation of the Project Site after construction is \$3,856,170 assuming the Hotel is constructed. This valuation was calculated based upon an assumed appraised value of \$14,431,007 for the Project Site in the year that construction is completed, multiplied by the assessment rate of 32% for the retail and hotel portions and 19% for the apartment portion.

The estimated total equalized assessed valuation of the Project Site after construction is \$2,597,490 if the Hotel is not completed and additional retail/commercial space is constructed. This valuation was calculated based upon an assumed appraised value of \$10,497,632 for the Project Site in the year that construction is completed, multiplied by the assessment rate of 32% for the retail/commercial portions and 19% for the apartment portion.

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 (excluding the Hotel) for a period of twenty-five 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 discussion below.

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- 1) For the retail portion of the Project (including both the portion constructed in phase 1 and any additional retail/commercial development that occurs as a result of the Hotel not being constructed):
 - a. During construction, the amount calculated equal to the taxes that would have been due on the unimproved land were it in private ownership.
 - b. Beginning on January 1 of the year following substantial completion, for a period of twenty-five years, a PILOT representing fifty percent (50%) of the taxes that would otherwise be due, based upon an assessment for the retail portion of the Project as calculated by the County Assessor’s Office.

- 2) For the apartment portion of the Project:
 - a. During construction, the amount calculated equal to the taxes that would have been due on the unimproved land were it in private ownership.
 - b. Beginning on January 1 of the year following substantial completion, for a period of twenty-five years, a fixed PILOT calculated from a starting point of \$1,426.35 dollars per door (this amount was determined by the County Assessor as the fair market value for the apartment portion of the Project based upon discussions with the Company and the City and considering the development plans), with an inflation adjustment of 1.5% in each odd year, irrespective of any annual appraisal or assessment which may be subsequently rendered by the County Assessor’s Office with respect to apartment portion of the Project. The PILOTs are set forth in the following schedule:

Years	PILOT		Years	PILOT
1	\$427,905		14	\$467,890
2	427,905		15	474,908
3	434,324		16	474,908
4	434,324		17	482,032
5	440,838		18	482,032
6	440,838		19	489,262
7	447,451		20	489,262
8	447,451		21	496,601
9	454,163		22	496,601
10	454,163		23	504,050
11	460,975		24	504,050
12	460,975		25	511,611
13	467,890			

It is expected that the entire apartment portion of the Project will be constructed at one time, provided, however, the twenty-five years of abatement will begin in the year following substantial completion of any building comprising part of the apartment portion of the Project and the PILOT for such year will be calculated based on the number of rentable doors that are substantially completed and have an occupancy permit as of January 1.

- 3) For the Hotel portion of the Project, an amount equal to 100% of the taxes that would otherwise be due, as calculated by the County Assessor’s Office, but will only be applicable or provided during the construction of the Hotel.

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 did not occur, (2) the total estimated tax revenues that would be generated if the Project occurred but did not receive tax abatement, (3) 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 (4) 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 the retail component of the project did not occur. **Exhibit 4** provides the amount of tax revenues on the Project Site assuming the retail component of the project did occur but did not receive tax abatement. **Exhibit 5** provides the amount of tax abatement expected for the retail component of the Project Site. **Exhibit 6** provides the projected PILOT amounts which would be paid on the retail component of the Project Site. **Exhibit 7** provides the amount of tax revenues on the Project Site assuming the apartment component of the project did not occur. **Exhibit 8** provides the projected PILOT amounts which would be paid on the apartment component of the Project Site (that has been determined by the City and the Company in consultation with the County Assessor as the amount of taxes that would be due for the apartment component of the Project). **Exhibit 9** provides the amount of tax revenues on the Project Site assuming the hotel component of the project did not occur. **Exhibit 10** provides the amount of tax revenues on the Project Site assuming the hotel component of the project did occur but did not receive tax abatement. **Exhibit 11** provides the projected PILOT amounts which would be paid on the hotel component of the Project Site. **Exhibit 12** provides the amount of tax abatement expected for the hotel component of the Project Site. **Exhibit 13** provides the amount of tax revenues on the Project Site assuming the alternative retail/commercial component of the project did not occur. **Exhibit 14** provides the amount of tax revenues on the Project Site assuming the alternative retail/commercial component of the project did occur but did not receive tax abatement. **Exhibit 15** provides the projected PILOT amounts which would be paid on the alternative retail/commercial component of the Project Site. **Exhibit 16** provides the amount of tax abatement expected for the alternative retail/commercial component of the Project Site. **Exhibit 17** provides the projected amounts subject to sales and use tax exemption on construction materials if the hotel component is constructed. **Exhibit 18** provides the projected amounts subject to sales and use tax exemption on construction materials if the alternative retail/commercial component is constructed.

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.

Hotel Component Constructed. 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:	\$18,507,065
Building materials to be purchased within the State of Missouri (but outside Cass County):	\$7,032,686
Building materials to be purchased within Cass County (but outside the City):	\$185,070
Building materials to be purchased within the City:	\$185,070
Building materials to be purchase outside of the State of Missouri	\$11,104,239

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 Exemption¹
State of Missouri	4.225%	\$312,769	4.225%	\$469,154
City of Raymore				
General Revenue	1.000	1,851	n/a	0
Transportation	0.500	925	n/a	0
Capital Improvement	0.500	925	n/a	0
Parks & Stormwater	0.500	925	n/a	0
Cass County	1.500	5,552	1.500	166,564
Emergency Services Board	0.125	463	0.125	13,880
South Metro Fire & Ambulance District	0.500	1,851	n/a	0
Total²	8.850%	\$325,262	5.850%	\$649,598

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.

Alternative Retail/Commercial Component Constructed. 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:	\$16,656,065
Building materials to be purchased within the State of Missouri (but outside Cass County):	\$6,329,306
Building materials to be purchased within Cass County (but outside the City):	\$166,560
Building materials to be purchased within the City:	\$166,560
Building materials to be purchase outside of the State of Missouri	\$9,993,639

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 ¹
State of Missouri	4.225%	\$281,487	4.225%	\$422,231
City of Raymore				
General Revenue	1.000	1,665	n/a	0
Transportation	0.500	833	n/a	0
Capital Improvement	0.500	833	n/a	0
Parks & Stormwater	0.500	833	n/a	0
Cass County	1.500	4,997	1.500	149,905
Emergency Services Board	0.125	416	0.125	12,492
South Metro Fire & Ambulance District	0.500	1,666	n/a	0
Total²	8.850%	\$292,730	5.850%	\$584,628

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 \$70,000,000.
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 2026.
3. For purposes of the Cost Benefit Analysis, it is assumed that, at completion, the Project will consist of 300 apartment units, the hotel and the retail center. In the event the hotel is not constructed, the Project will consist of an additional retail/commercial center, as shown in the Cost Benefit Analysis.
4. Assuming construction of the hotel component, the investment in the Project Site will produce an appraised value of \$14,431,007 and an assessed value for the Project Site in the amount of \$3,856,170. If the alternative retail/commercial component is constructed instead of the hotel component, the investment in the Project Site will produce an appraised value of \$10,497,632 and an assessed value for the Project Site in the amount of \$2,597,490.
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 beginning in the year that construction on begins and ending twenty five years after the January 1 following substantial completion.
7. During the entire term of the Bonds through twenty five 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:
$$(\text{Assessed Value} * \text{Tax Rate})/100$$
9. The assessed value of the Project Site is calculated using the following formula:
$$\text{Estimated Value} * \text{Assessment Ratio of 32\% (retail and hotel) and 19\% (apartments)}$$
10. The tax rates used in this Plan reflect the rates in effect for the tax year 2023. The tax rates were held constant through the final tax year.
11. The assessed valuation for the retail and hotel portions is subject to growth at a rate of 2% every year an assessment is made (every odd year) for the retail and hotel portions. The assessed valuation for the apartment portion is subject to growth at a rate of 1.5% 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
(Timber Trails Mixed Use Project)

COST BENEFIT ANALYSIS
PLAN FOR INDUSTRIAL DEVELOPMENT PROJECT



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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

- ♦ Fair Market Value of Existing Site without Project Improvements in 2023 \$ 2,100,000
- ♦ Current Assessed Valuation of Existing Site without Project Improvements in 2023 \$ 673

Retail Component:

- ♦ Initial year taxes assessed 2024
- ♦ Value of Existing Site without Project Improvements in 2023: Retail portion \$ 115,399
- ♦ Investments in the new project (2026 completion) \$ 2,542,500
- ♦ Appraised value of improvements (85% of construction cost) \$ 2,161,125
- ♦ Biennial growth rate of appraised value of real property 2.0%
- ♦ Assessed value as a percentage of appraised value (real) 32.0%
- ♦ Terms of abatement:
 - Years 2024-2026 0%
 - Years 2027-2051 50%

Apartment Component:

- ♦ Initial year taxes assessed 2024
- ♦ Value of Existing Site without Project Improvements in 2023: Apartment portion \$ 1,561,811
- ♦ Investments in the new project (2026 completion) \$ 34,410,163
- ♦ Appraised value of improvements (\$1,426.35 per unit assessed value) \$ 2,252,132
- ♦ Biennial growth rate of appraised value of real property 1.5%
- ♦ Assessed value as a percentage of appraised value (real) 19.0%
- ♦ PILOT as described below:
 - Years 2024-2026 100% of pre-construction value
 - Years 2027-2051 427,905.00 (300 apartment units; \$1,426.35 per unit)
 - Biennial growth rate of PILOT 1.5%

Hotel Component:

- ♦ Initial year taxes assessed 2024
- ♦ Value of Existing Site without Project Improvements in 2023: Hotel portion \$ 422,790
- ♦ Investments in the new project (2028 completion) \$ 9,315,000
- ♦ Appraised value of improvements (85% of construction cost) \$ 7,917,750
- ♦ Biennial growth rate of appraised value of real property 2.0%
- ♦ Assessed value as a percentage of appraised value (real) 32.0%
- ♦ Terms of abatement:
 - Years 2024-2051 0%

Alternative Hotel Component:

- ♦ Initial year taxes assessed 2024
- ♦ Value of Existing Site without Project Improvements in 2023: Alternative Hotel portion \$ 422,790
- ♦ Investments in the new project (2028 completion) \$ 4,687,500
- ♦ Appraised value of improvements (85% of construction cost) \$ 3,984,375
- ♦ Biennial growth rate of appraised value of real property 2.0%
- ♦ Assessed value as a percentage of appraised value (real) 32.0%
- ♦ Terms of abatement:
 - Years 2024-2028 0%
 - Years 2029-2051 50%

Summary of Cost Benefit Analysis
 (Real and Personal Property)

Taxing Jurisdiction	Taxes on Existing Site without Project Improvements										Projected Taxes without Abatement												
	Total Taxes on Existing Site without					Total Taxes on Existing Site without					Total Taxes on Existing Site without					Total Taxes on Existing Site without							
	Tax Rate	Retail Component	Apartment Component	Hotel Component	Alternative Hotel Component	Project Improvements	Retail Component	Apartment Component	Hotel Component	Alternative Hotel Component	Project Improvements	Retail Component	Apartment Component	Hotel Component	Alternative Hotel Component	Project Improvements	Retail Component	Apartment Component	Hotel Component	Alternative Hotel Component	Project Improvements	Total Projected Taxes without Abatement	
R-2 Ray-Pec	5.0302	\$ 60	\$ 784	\$ 220	\$ 220	\$ 1,284	\$ 1,037,379	\$ 7,222,142	\$ 3,479,817	\$ 1,860,190	\$ 13,599,528												
Fire 2-So Metro	0.8969	11	140	39	39	229	184,968	1,287,730	620,462	331,678	2,424,837												
Amb 2-So Metro	0.3416	4	53	15	15	87	70,448	490,454	236,314	126,325	923,542												
State	0.0300	0	5	1	1	8	6,187	43,073	20,754	11,094	81,107												
Cass Co Rd&Brdg	0.2137	3	33	9	9	55	44,071	306,821	147,834	79,027	577,754												
Cass Co Library	0.2545	3	40	11	11	65	52,486	365,400	176,059	94,115	688,060												
Hospital Maint	0.1242	1	19	5	5	32	25,614	178,321	85,920	45,930	335,784												
Shelter Wkshop	0.0454	1	7	2	2	12	9,363	65,183	31,407	16,789	122,742												
Raymore City	1.2447	15	194	54	54	318	256,695	1,787,086	861,065	460,296	3,365,141												
	8.1812	\$ 98	\$ 1,275	\$ 358	\$ 358	\$ 2,088	\$ 1,687,210	\$ 11,746,211	\$ 5,659,631	\$ 3,025,444	\$ 22,118,496												

Taxing Jurisdiction	Projected PILOTS										Projected Abatement												
	Total Projected PILOTS					Total Projected PILOTS					Total Projected Abatement					Total Projected Abatement							
	Tax Rate	Retail Component	Apartment Component	Hotel Component	Alternative Hotel Component	PILOTS	Retail Component	Apartment Component	Hotel Component	Alternative Hotel Component	PILOTS	Retail Component	Apartment Component	Hotel Component	Alternative Hotel Component	PILOTS	Retail Component	Apartment Component	Hotel Component	Alternative Hotel Component	PILOTS	Total Projected Taxes without Abatement	
R-2 Ray-Pec	5.0302	\$ 521,515	\$ 7,222,142	\$ 3,479,817	\$ 947,518	\$ 12,170,992	\$ 515,863	\$ -	\$ -	\$ 912,673	\$ 1,428,536												
Fire 2-So Metro	0.8969	92,988	1,287,730	620,462	168,945	2,170,125	91,980	-	-	162,732	254,712												
Amb 2-So Metro	0.3416	35,416	490,454	236,314	64,346	826,530	35,032	-	-	61,979	97,012												
State	0.0300	3,110	43,073	20,754	5,651	72,588	3,077	-	-	5,443	8,520												
Cass Co Rd&Brdg	0.2137	22,156	306,821	147,834	40,254	517,065	21,916	-	-	38,773	60,689												
Cass Co Library	0.2545	26,386	365,400	176,059	47,939	615,784	26,100	-	-	46,176	72,276												
Hospital Maint	0.1242	12,877	178,321	85,920	23,395	300,512	12,737	-	-	22,535	35,272												
Shelter Wkshop	0.0454	4,707	65,183	31,407	8,552	109,849	4,656	-	-	8,237	12,893												
Raymore City	1.2447	129,047	1,787,086	861,065	234,459	3,011,656	127,648	-	-	225,837	353,485												
	8.1812	\$ 848,201	\$ 11,746,211	\$ 5,659,631	\$ 1,541,058	\$ 19,795,101	\$ 839,009	\$ -	\$ -	\$ 1,484,386	\$ 2,323,395												

Projected Tax Revenues Without Abatement
 (No Retail Component)

Estimated Assesed Value of Existing Site	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038
Taxing Jurisdiction															
R-2 Ray-Pec	5.0302	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Fire 2-So Metro	0.8969	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Amb 2-So Metro	0.3416	0	0	0	0	0	0	0	0	0	0	0	0	0	0
State	0.0300	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Cass Co Rd&Brdg	0.2137	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Cass Co Library	0.2545	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Hospital Maint	0.1242	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Shelter Wkshop	0.0454	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Raymore City	1.2447	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	8.1812	3	3	3	3	3	3	3	3	3	3	3	3	3	3

Estimated Assesed Value of Existing Site	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	Total
Taxing Jurisdiction														
R-2 Ray-Pec	5.0302	2	2	2	2	2	2	2	2	2	2	2	2	60
Fire 2-So Metro	0.8969	0	0	0	0	0	0	0	0	0	0	0	0	11
Amb 2-So Metro	0.3416	0	0	0	0	0	0	0	0	0	0	0	0	4
State	0.0300	0	0	0	0	0	0	0	0	0	0	0	0	0
Cass Co Rd&Brdg	0.2137	0	0	0	0	0	0	0	0	0	0	0	0	3
Cass Co Library	0.2545	0	0	0	0	0	0	0	0	0	0	0	0	3
Hospital Maint	0.1242	0	0	0	0	0	0	0	0	0	0	0	0	1
Shelter Wkshop	0.0454	0	0	0	0	0	0	0	0	0	0	0	0	1
Raymore City	1.2447	1	1	1	1	1	1	1	1	1	1	1	1	15
	8.1812	4	4	4	4	4	4	4	4	4	4	4	4	98

**Projected Tax Revenues Without Abatement
 (Retail Component)**

Estimated Assessed Value of Existing Site	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038
Estimated Assessed Value of Improvements	\$ -	\$ -	\$ -	\$ 691,560	\$ 691,560	\$ 691,560	\$ 705,391	\$ 719,499	\$ 719,499	\$ 733,889	\$ 733,889	\$ 748,567	\$ 748,567	\$ 763,538	\$ 763,538
Taxing Jurisdiction															
R-2 Rpy-Pec	5.0302	\$ 1,859	\$ 1,896	\$ 1,896	\$ 36,721	\$ 36,721	\$ 37,456	\$ 38,205	\$ 38,205	\$ 38,969	\$ 38,969	\$ 39,748	\$ 39,748	\$ 40,543	\$ 40,543
Fire 2-So Metro	0.8969	331	338	338	6,547	6,547	6,678	6,812	6,812	6,948	6,948	7,087	7,087	7,229	7,229
Amb 2-So Metro	0.3416	126	129	129	2,494	2,494	2,544	2,594	2,594	2,646	2,646	2,699	2,699	2,753	2,753
State	0.0300	11	11	11	219	219	223	228	228	232	232	237	237	242	242
Cass Co Rd&Brdg	0.2137	79	81	81	1,560	1,560	1,591	1,623	1,623	1,656	1,656	1,689	1,689	1,722	1,722
Cass Co Library	0.2545	94	96	96	1,858	1,858	1,895	1,933	1,933	1,972	1,972	2,011	2,011	2,051	2,051
Hospital Maint	0.1242	46	47	47	907	907	925	943	943	962	962	981	981	1,001	1,001
Shelter Wkshop	0.0454	17	17	17	331	331	338	345	345	352	352	359	359	366	366
Raymore City	1.2447	460	469	469	9,086	9,086	9,268	9,454	9,454	9,643	9,643	9,835	9,835	10,032	10,032
	8.1812	\$ 3,024	\$ 3,084	\$ 3,084	\$ 59,724	\$ 59,724	\$ 60,918	\$ 62,137	\$ 62,137	\$ 63,379	\$ 63,379	\$ 64,647	\$ 64,647	\$ 65,940	\$ 65,940

Estimated Assessed Value of Existing Site	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	Total
Estimated Assessed Value of Improvements	\$ 778,809	\$ 778,809	\$ 794,385	\$ 794,385	\$ 810,273	\$ 810,273	\$ 826,478	\$ 826,478	\$ 843,008	\$ 843,008	\$ 859,868	\$ 859,868	\$ 877,065	
Taxing Jurisdiction														
R-2 Rpy-Pec	5.0302	\$ 41,354	\$ 42,181	\$ 42,181	\$ 43,025	\$ 43,025	\$ 43,885	\$ 43,931	\$ 44,763	\$ 44,810	\$ 45,658	\$ 45,706	\$ 46,571	\$ 1,037,379
Fire 2-So Metro	0.8969	7,374	7,521	7,521	7,671	7,671	7,825	7,833	7,981	7,990	8,141	8,150	8,304	184,968
Amb 2-So Metro	0.3416	2,808	2,865	2,865	2,922	2,922	2,980	2,983	3,040	3,043	3,101	3,104	3,163	70,448
State	0.0300	247	247	252	257	257	262	262	267	267	272	273	278	6,187
Cass Co Rd&Brdg	0.2137	1,757	1,792	1,792	1,828	1,828	1,864	1,866	1,904	1,904	1,942	1,942	1,979	44,071
Cass Co Library	0.2545	2,092	2,134	2,134	2,177	2,177	2,220	2,223	2,267	2,267	2,310	2,312	2,356	52,486
Hospital Maint	0.1242	1,021	1,041	1,041	1,062	1,062	1,084	1,085	1,106	1,106	1,127	1,129	1,150	25,614
Shelter Wkshop	0.0454	373	373	381	388	388	396	397	404	404	412	413	420	9,363
Raymore City	1.2447	10,233	10,438	10,438	10,646	10,646	10,859	10,871	11,076	11,088	11,298	11,310	11,524	256,695
	8.1812	\$ 67,259	\$ 68,604	\$ 68,604	\$ 69,976	\$ 69,976	\$ 71,376	\$ 71,451	\$ 72,803	\$ 72,880	\$ 74,259	\$ 74,337	\$ 75,744	\$ 1,687,210

**Projected PILOT Amount
 (Retail Component)**

	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038
Estimated Assessed Value of Existing Site	\$ 36,960	\$ 37,699	\$ 37,699	\$ 38,453	\$ 38,453	\$ 39,222	\$ 39,222	\$ 40,007	\$ 40,007	\$ 40,807	\$ 40,807	\$ 41,623	\$ 41,623	\$ 42,455	\$ 42,455
PILOT Payment	100%	100%	100%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%
Estimated Assessed Value of Improvements		\$ 691,560	\$ 691,560	\$ 705,391	\$ 705,391	\$ 719,499	\$ 719,499	\$ 733,889	\$ 733,889	\$ 748,567	\$ 748,567	\$ 763,538	\$ 763,538	\$ 778,507	\$ 778,507
PILOT Payment		50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%
Taxing Jurisdiction															
R-2 Ray-Pec	5.0302	\$ 1,859	\$ 1,896	\$ 1,896	\$ 18,361	\$ 18,728	\$ 18,728	\$ 19,102	\$ 19,102	\$ 19,484	\$ 19,484	\$ 19,874	\$ 19,874	\$ 20,272	\$ 20,272
Fire 2-So Metro	0.8969	331	338	338	3,274	3,339	3,339	3,406	3,406	3,474	3,474	3,544	3,544	3,614	3,614
Amb 2-So Metro	0.3416	126	129	129	1,247	1,272	1,272	1,297	1,297	1,323	1,323	1,350	1,350	1,377	1,377
State	0.0300	11	11	11	110	112	112	114	114	116	116	119	119	121	121
Cass Co Rd&Brdg	0.2137	79	81	81	780	796	796	812	812	828	828	844	844	861	861
Cass Co Library	0.2545	94	96	96	929	948	948	966	966	986	986	1,006	1,006	1,026	1,026
Hospital Maint	0.1242	46	47	47	453	462	462	472	472	481	481	491	491	501	501
Shelter Wkshop	0.0454	17	17	17	166	169	169	172	172	176	176	179	179	183	183
Raymore City	1.2447	460	469	469	4,543	4,634	4,634	4,727	4,727	4,821	4,821	4,918	4,918	5,016	5,016
	8.1812	\$ 3,024	\$ 3,084	\$ 3,084	\$ 29,862	\$ 30,459	\$ 30,459	\$ 31,068	\$ 31,068	\$ 31,690	\$ 31,690	\$ 32,324	\$ 32,324	\$ 32,970	\$ 32,970

Estimated Assessed Value of Existing Site	\$ 43,305	\$ 43,305	\$ 44,171	\$ 44,171	\$ 45,054	\$ 45,054	\$ 45,955	\$ 46,874	\$ 46,874	\$ 47,812	\$ 47,812	\$ 48,768	\$ 48,768	\$ 49,745	\$ 49,745
PILOT Payment	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%
Estimated Assessed Value of Improvements	\$ 778,809	\$ 778,809	\$ 794,385	\$ 794,385	\$ 810,273	\$ 810,273	\$ 826,478	\$ 843,008	\$ 843,008	\$ 859,868	\$ 859,868	\$ 877,065	\$ 877,065	\$ 894,712	\$ 894,712
PILOT Payment	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%

	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	Total
Taxing Jurisdiction														
R-2 Ray-Pec	5.0302	\$ 20,677	\$ 20,677	\$ 21,091	\$ 21,512	\$ 21,512	\$ 21,943	\$ 21,966	\$ 22,381	\$ 22,405	\$ 22,829	\$ 22,853	\$ 23,286	\$ 521,515
Fire 2-So Metro	0.8969	3,687	3,687	3,761	3,836	3,836	3,912	3,917	3,991	3,995	4,070	4,075	4,152	92,988
Amb 2-So Metro	0.3416	1,404	1,404	1,432	1,461	1,461	1,490	1,492	1,520	1,522	1,550	1,552	1,581	35,416
State	0.0300	123	123	126	128	128	131	131	133	134	136	136	139	3,110
Cass Co Rd&Brdg	0.2137	878	878	896	896	914	932	933	951	952	970	971	989	22,156
Cass Co Library	0.2545	1,046	1,046	1,067	1,088	1,088	1,110	1,111	1,132	1,134	1,155	1,156	1,178	26,386
Hospital Maint	0.1242	511	511	521	531	531	542	542	553	553	564	564	575	12,877
Shelter Wkshop	0.0454	187	187	190	194	194	198	198	202	202	206	206	210	4,707
Raymore City	1.2447	5,116	5,116	5,219	5,323	5,323	5,430	5,435	5,538	5,544	5,649	5,655	5,762	129,047
	8.1812	\$ 33,629	\$ 33,629	\$ 34,302	\$ 34,988	\$ 34,988	\$ 35,688	\$ 35,725	\$ 36,402	\$ 36,440	\$ 37,130	\$ 37,169	\$ 37,872	\$ 848,201

**Projected Tax Abatement
 (Retail Component)**

Estimated Assessed Value of Existing Site Abatement Percentage	0%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%
Estimated Assessed Value of Improvements Abatement Percentage	\$ 36,960	\$ 37,699	\$ 37,699	\$ 38,453	\$ 38,453	\$ 39,222	\$ 39,222	\$ 39,222	\$ 40,007	\$ 40,007	\$ 40,807	\$ 40,807	\$ 41,623	\$ 41,623	\$ 42,455	\$ 42,455	\$ 43,305	\$ 43,305	\$ 44,171
Taxing Jurisdiction	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038				
Tax Rate per \$100	5.0302	5.0302	5.0302	5.0302	5.0302	5.0302	5.0302	5.0302	5.0302	5.0302	5.0302	5.0302	5.0302	5.0302	5.0302				
R-2 Ray-Pec	\$ -	\$ -	\$ -	\$ 18,361	\$ 18,361	\$ 18,728	\$ 18,728	\$ 19,102	\$ 19,102	\$ 19,484	\$ 19,484	\$ 19,874	\$ 19,874	\$ 20,272	\$ 20,272				
Fire 2-So Metro	0.8969	-	-	3,274	3,274	3,339	3,339	3,406	3,406	3,474	3,474	3,544	3,544	3,614	3,614				
Amb 2-So Metro	0.3416	-	-	1,247	1,247	1,272	1,272	1,297	1,297	1,323	1,323	1,350	1,350	1,377	1,377				
State	0.0300	-	-	110	110	112	112	114	114	116	116	119	119	121	121				
Cass Co Rd&&Brdg	0.2137	-	-	780	780	796	796	812	812	828	828	844	844	861	861				
Cass Co Library	0.2545	-	-	929	929	948	948	966	966	986	986	1,006	1,006	1,026	1,026				
Hospital Maint	0.1242	-	-	453	453	462	462	472	472	481	481	491	491	501	501				
Shelter Wkshop	0.0454	-	-	166	166	169	169	172	172	176	176	179	179	183	183				
Raymore City	1.2447	-	-	4,543	4,543	4,634	4,634	4,727	4,727	4,821	4,821	4,918	4,918	5,016	5,016				
Total	8,1812	8,1812	8,1812	29,862	29,862	30,459	30,459	31,068	31,068	31,690	31,690	32,324	32,324	32,970	32,970				

Estimated Assessed Value of Existing Site Abatement Percentage	\$ 43,305	\$ 43,305	\$ 44,171	\$ 44,171	\$ 45,054	\$ 45,054	\$ 45,955	\$ 46,874	\$ 46,874	\$ 47,812	\$ 47,812	\$ 48,768	\$ 48,768	\$ 49,745	\$ 49,745
Estimated Assessed Value of Improvements Abatement Percentage	\$ 778,809	\$ 778,809	\$ 794,385	\$ 794,385	\$ 810,273	\$ 810,273	\$ 826,478	\$ 843,008	\$ 843,008	\$ 859,868	\$ 859,868	\$ 877,065	\$ 877,065	\$ 894,919	\$ 894,919

Estimated Assessed Value of Existing Site Abatement Percentage	0%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%
Estimated Assessed Value of Improvements Abatement Percentage	\$ 36,960	\$ 37,699	\$ 37,699	\$ 38,453	\$ 38,453	\$ 39,222	\$ 39,222	\$ 40,007	\$ 40,007	\$ 40,807	\$ 40,807	\$ 41,623	\$ 41,623	\$ 42,455	\$ 42,455	\$ 43,305	\$ 43,305	\$ 44,171	\$ 44,171
Taxing Jurisdiction	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	Total					
Tax Rate per \$100	5.0302	5.0302	5.0302	5.0302	5.0302	5.0302	5.0302	5.0302	5.0302	5.0302	5.0302	5.0302	5.0302	5.0302					
R-2 Ray-Pec	\$ 20,677	\$ 20,677	\$ 21,091	\$ 21,091	\$ 21,512	\$ 21,512	\$ 21,943	\$ 21,966	\$ 22,381	\$ 22,405	\$ 22,829	\$ 22,853	\$ 23,286	\$ 515,863					
Fire 2-So Metro	3.687	3.687	3.761	3.761	3.836	3.836	3.912	3.917	3.991	3.995	4,070	4,075	4,152	91,980					
Amb 2-So Metro	1.404	1,404	1,432	1,432	1,461	1,461	1,490	1,492	1,520	1,522	1,550	1,552	1,581	35,032					
State	123	123	126	126	128	128	131	131	133	134	136	136	139	3,077					
Cass Co Rd&&Brdg	878	878	896	896	914	914	932	933	951	952	970	971	989	21,916					
Cass Co Library	1,046	1,046	1,067	1,067	1,088	1,088	1,110	1,111	1,132	1,134	1,155	1,156	1,178	26,100					
Hospital Maint	511	511	521	521	531	531	542	542	553	553	564	564	575	12,737					
Shelter Wkshop	187	187	190	190	194	194	198	198	202	202	206	206	210	4,656					
Raymore City	5,116	5,116	5,219	5,219	5,323	5,323	5,430	5,435	5,538	5,544	5,649	5,655	5,762	127,648					
Total	33,629	33,629	34,302	34,302	34,988	34,988	35,688	35,725	36,402	36,440	37,130	37,169	37,872	\$ 839,009					

Projected Tax Revenues Without Abatement
 (No Apartment Component)

Estimated Assesed Value of Existing Site	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038
Taxing Jurisdiction															
R-2 Ray-Pec	\$ 25	\$ 26	\$ 26	\$ 26	\$ 26	\$ 26	\$ 26	\$ 27	\$ 27	\$ 27	\$ 27	\$ 27	\$ 28	\$ 28	\$ 28
Fire 2-So Metro	4	5	5	5	5	5	5	5	5	5	5	5	5	5	5
Amb 2-So Metro	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2
State	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Cass Co Rd&Brdg	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
Cass Co Library	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
Hospital Maint	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
Shelter Wkshop	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Raymore City	6	6	6	6	6	6	7	7	7	7	7	7	7	7	7
8,1812	\$ 41	\$ 42	\$ 42	\$ 42	\$ 42	\$ 43	\$ 43	\$ 43	\$ 43	\$ 44	\$ 44	\$ 45	\$ 45	\$ 45	\$ 45

Estimated Assesed Value of Existing Site	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	Total
Taxing Jurisdiction														
R-2 Ray-Pec	\$ 28	\$ 28	\$ 29	\$ 29	\$ 29	\$ 29	\$ 30	\$ 30	\$ 30	\$ 30	\$ 31	\$ 31	\$ 31	\$ 784
Fire 2-So Metro	5	5	5	5	5	5	5	5	5	5	5	5	5	140
Amb 2-So Metro	2	2	2	2	2	2	2	2	2	2	2	2	2	53
State	0	0	0	0	0	0	0	0	0	0	0	0	0	5
Cass Co Rd&Brdg	1	1	1	1	1	1	1	1	1	1	1	1	1	33
Cass Co Library	1	1	1	1	1	1	2	2	2	2	2	2	2	40
Hospital Maint	1	1	1	1	1	1	1	1	1	1	1	1	1	19
Shelter Wkshop	0	0	0	0	0	0	0	0	0	0	0	0	0	7
Raymore City	7	7	7	7	7	7	7	7	7	7	8	8	8	194
8,1812	\$ 46	\$ 46	\$ 47	\$ 47	\$ 48	\$ 48	\$ 48	\$ 48	\$ 48	\$ 49	\$ 49	\$ 50	\$ 50	\$ 1,275

Projected PILOT Amount
 (Apartment Component)

Estimated Assesed Value of Existing Site	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038
PILOT Percentage During Construction	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
PILOT Amount Beginning 2027	\$ 296,736	\$ 302,671	\$ 302,671	\$ 302,671	\$ 302,671	\$ 302,671	\$ 302,671	\$ 302,671	\$ 302,671	\$ 302,671	\$ 302,671	\$ 302,671	\$ 302,671	\$ 302,671	\$ 302,671
Taxing Jurisdiction	Tax Rate per \$100														
R-2 Ray-Pec	5.0302	\$ 14,926	\$ 15,225	\$ 15,225	\$ 15,225	\$ 15,225	\$ 15,225	\$ 15,225	\$ 15,225	\$ 15,225	\$ 15,225	\$ 15,225	\$ 15,225	\$ 15,225	\$ 15,225
Fire 2-So Metro	0.8969	2,661	2,715	2,715	2,715	2,715	2,715	2,715	2,715	2,715	2,715	2,715	2,715	2,715	2,715
Anth 2-So Metro	0.3416	1,014	1,034	1,034	1,034	1,034	1,034	1,034	1,034	1,034	1,034	1,034	1,034	1,034	1,034
State	0.0300	89	91	91	91	91	91	91	91	91	91	91	91	91	91
Cass Co Rd&Bridg	0.2137	634	647	647	647	647	647	647	647	647	647	647	647	647	647
Cass Co Library	0.2545	755	770	770	770	770	770	770	770	770	770	770	770	770	770
Hospital Maint	0.1242	369	376	376	376	376	376	376	376	376	376	376	376	376	376
Shelter Wkshop	0.0454	135	137	137	137	137	137	137	137	137	137	137	137	137	137
Raymore City	1.2447	3,693	3,767	3,767	3,767	3,767	3,767	3,767	3,767	3,767	3,767	3,767	3,767	3,767	3,767
	8.1812	\$ 24,277	\$ 24,762	\$ 24,762	\$ 24,762	\$ 24,762	\$ 24,762	\$ 24,762	\$ 24,762	\$ 24,762	\$ 24,762	\$ 24,762	\$ 24,762	\$ 24,762	\$ 24,762

PILOT Amount	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	Total
Taxing Jurisdiction	Tax Rate per \$100													
R-2 Ray-Pec	5.0302	\$ 287,681	\$ 287,681	\$ 291,997	\$ 291,997	\$ 296,377	\$ 296,377	\$ 300,822	\$ 300,822	\$ 305,335	\$ 305,335	\$ 309,915	\$ 314,563	\$ 7,222,142
Fire 2-So Metro	0.8969	51,294	51,294	52,064	52,064	52,845	52,845	53,638	53,638	54,442	54,442	55,259	56,088	1,287,730
Anth 2-So Metro	0.3416	19,536	19,536	19,829	19,829	20,127	20,127	20,429	20,429	20,735	20,735	21,046	21,362	490,454
State	0.0300	1,716	1,716	1,741	1,741	1,768	1,768	1,794	1,794	1,821	1,821	1,848	1,876	43,073
Cass Co Rd&Bridg	0.2137	12,222	12,222	12,405	12,405	12,591	12,591	12,780	12,780	12,972	12,972	13,166	13,364	306,821
Cass Co Library	0.2545	14,555	14,555	14,773	14,773	14,995	14,995	15,220	15,220	15,448	15,448	15,680	15,915	365,400
Hospital Maint	0.1242	7,103	7,103	7,210	7,210	7,318	7,318	7,428	7,428	7,539	7,539	7,652	7,767	178,321
Shelter Wkshop	0.0454	2,596	2,596	2,635	2,635	2,675	2,675	2,715	2,715	2,756	2,756	2,797	2,839	65,183
Raymore City	1.2447	71,185	71,185	72,253	72,253	73,337	73,337	74,437	74,437	75,554	75,554	76,687	77,837	1,787,086
	8.1812	\$ 467,890	\$ 467,890	\$ 474,908	\$ 474,908	\$ 482,032	\$ 482,032	\$ 489,262	\$ 489,262	\$ 496,601	\$ 496,601	\$ 504,050	\$ 511,611	\$ 11,746,211

Projected Tax Revenues Without Abatement
 (No Hotel Component)

Estimated Assessed Value of Existing Site	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038
Tax Rate per \$100	7	7	7	7	7	7	7	7	7	7	8	8	8	8	8
R-2 Ray-Pec	5.0302	5.0302	5.0302	5.0302	5.0302	5.0302	5.0302	5.0302	5.0302	5.0302	5.0302	5.0302	5.0302	5.0302	5.0302
Fire 2-So Metro	0.8969	0.8969	0.8969	0.8969	0.8969	0.8969	0.8969	0.8969	0.8969	0.8969	0.8969	0.8969	0.8969	0.8969	0.8969
Amb 2-So Metro	0.3416	0.3416	0.3416	0.3416	0.3416	0.3416	0.3416	0.3416	0.3416	0.3416	0.3416	0.3416	0.3416	0.3416	0.3416
State	0.0300	0.0300	0.0300	0.0300	0.0300	0.0300	0.0300	0.0300	0.0300	0.0300	0.0300	0.0300	0.0300	0.0300	0.0300
Cass Co Rd&Brdg	0.2137	0.2137	0.2137	0.2137	0.2137	0.2137	0.2137	0.2137	0.2137	0.2137	0.2137	0.2137	0.2137	0.2137	0.2137
Cass Co Library	0.2545	0.2545	0.2545	0.2545	0.2545	0.2545	0.2545	0.2545	0.2545	0.2545	0.2545	0.2545	0.2545	0.2545	0.2545
Hospital Maint	0.1242	0.1242	0.1242	0.1242	0.1242	0.1242	0.1242	0.1242	0.1242	0.1242	0.1242	0.1242	0.1242	0.1242	0.1242
Shelter Wkshop	0.0454	0.0454	0.0454	0.0454	0.0454	0.0454	0.0454	0.0454	0.0454	0.0454	0.0454	0.0454	0.0454	0.0454	0.0454
Raymore City	1.2447	1.2447	1.2447	1.2447	1.2447	1.2447	1.2447	1.2447	1.2447	1.2447	1.2447	1.2447	1.2447	1.2447	1.2447
	8.1812	8.1812	8.1812	8.1812	8.1812	8.1812	8.1812	8.1812	8.1812	8.1812	8.1812	8.1812	8.1812	8.1812	8.1812

Estimated Assessed Value of Existing Site	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	Total
Tax Rate per \$100	8	8	8	8	8	8	8	8	8	9	9	9	9	
R-2 Ray-Pec	5.0302	5.0302	5.0302	5.0302	5.0302	5.0302	5.0302	5.0302	5.0302	5.0302	5.0302	5.0302	5.0302	220
Fire 2-So Metro	0.8969	0.8969	0.8969	0.8969	0.8969	0.8969	0.8969	0.8969	0.8969	0.8969	0.8969	0.8969	0.8969	39
Amb 2-So Metro	0.3416	0.3416	0.3416	0.3416	0.3416	0.3416	0.3416	0.3416	0.3416	0.3416	0.3416	0.3416	0.3416	15
State	0.0300	0.0300	0.0300	0.0300	0.0300	0.0300	0.0300	0.0300	0.0300	0.0300	0.0300	0.0300	0.0300	1
Cass Co Rd&Brdg	0.2137	0.2137	0.2137	0.2137	0.2137	0.2137	0.2137	0.2137	0.2137	0.2137	0.2137	0.2137	0.2137	9
Cass Co Library	0.2545	0.2545	0.2545	0.2545	0.2545	0.2545	0.2545	0.2545	0.2545	0.2545	0.2545	0.2545	0.2545	11
Hospital Maint	0.1242	0.1242	0.1242	0.1242	0.1242	0.1242	0.1242	0.1242	0.1242	0.1242	0.1242	0.1242	0.1242	5
Shelter Wkshop	0.0454	0.0454	0.0454	0.0454	0.0454	0.0454	0.0454	0.0454	0.0454	0.0454	0.0454	0.0454	0.0454	2
Raymore City	1.2447	1.2447	1.2447	1.2447	1.2447	1.2447	1.2447	1.2447	1.2447	1.2447	1.2447	1.2447	1.2447	54
	8.1812	8.1812	8.1812	8.1812	8.1812	8.1812	8.1812	8.1812	8.1812	8.1812	8.1812	8.1812	8.1812	358

Projected Tax Revenues Without Abatement
 (Hotel Component)

Estimated Assesed Value of Existing Site	\$ 135,274	\$ 137,979	\$ 137,979	\$ 140,739	\$ 140,739	\$ 143,553	\$ 143,553	\$ 146,424	\$ 146,424	\$ 149,353	\$ 149,353	\$ 152,340	\$ 152,340	\$ 155,387	\$ 155,387
Estimated Assesed Value of Improvements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,533,680	\$ 2,533,680	\$ 2,584,354	\$ 2,584,354	\$ 2,636,041	\$ 2,636,041	\$ 2,688,761	\$ 2,688,761	\$ 2,742,537	\$ 2,742,537
Tax Rate per \$100	5.0302	6.941	7.079	7.079	7.079	134,670	134,670	137,364	137,364	140,111	140,111	142,913	142,913	145,771	145,771
R-2 Ray-Pec	1,213	1,238	1,262	1,262	1,262	24,012	24,012	24,492	24,492	24,982	24,982	25,482	25,482	25,991	25,991
Fire 2-So Metro	0.8969	1,213	1,238	1,262	1,262	24,012	24,012	24,492	24,492	24,982	24,982	25,482	25,482	25,991	25,991
Amb 2-So Metro	0.3416	462	471	481	481	9,145	9,328	9,515	9,705	9,899	10,093	10,287	10,481	10,675	10,869
State	0.0300	41	41	42	42	803	819	836	852	869	886	903	920	937	954
Cass Co Rd&Bridg	0.2137	289	295	301	301	5,721	5,836	5,952	6,067	6,183	6,299	6,415	6,531	6,647	6,763
Cass Co Library	0.2545	344	351	358	358	6,814	6,950	7,089	7,231	7,375	7,520	7,665	7,811	7,957	8,103
Hospital Maint	0.1242	168	171	175	175	3,325	3,392	3,459	3,527	3,595	3,663	3,731	3,800	3,868	3,937
Shelter Wkshop	0.0454	61	63	64	64	1,215	1,240	1,265	1,290	1,316	1,341	1,366	1,391	1,416	1,441
Raymore City	1.2447	1,684	1,717	1,752	1,752	33,324	33,990	34,670	35,363	36,070	36,787	37,504	38,221	38,938	39,655
	8.1812	11,067	11,288	11,514	11,514	219,030	223,410	227,879	232,410	236,941	241,472	246,003	250,534	255,065	259,596

Estimated Assesed Value of Existing Site	\$ 158,495	\$ 158,495	\$ 161,664	\$ 161,664	\$ 164,898	\$ 164,898	\$ 168,196	\$ 168,196	\$ 171,560	\$ 171,560	\$ 174,991	\$ 174,991	\$ 178,491	\$ 178,491
Estimated Assesed Value of Improvements	\$ 2,797,387	\$ 2,797,387	\$ 2,853,335	\$ 2,853,335	\$ 2,910,402	\$ 2,910,402	\$ 2,968,610	\$ 2,968,610	\$ 3,027,982	\$ 3,027,982	\$ 3,088,542	\$ 3,088,542	\$ 3,150,313	\$ 3,150,313

Taxing Jurisdiction	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	Total
R-2 Ray-Pec	5.0302	6.941	7.079	7.079	7.079	134,670	134,670	137,364	137,364	140,111	140,111	142,913	142,913	145,771
Fire 2-So Metro	0.8969	1,213	1,238	1,262	1,262	24,012	24,012	24,492	24,492	24,982	24,982	25,482	25,482	25,991
Amb 2-So Metro	0.3416	462	471	481	481	9,145	9,328	9,515	9,705	9,899	10,093	10,287	10,481	10,675
State	0.0300	41	41	42	42	803	819	836	852	869	886	903	920	937
Cass Co Rd&Bridg	0.2137	289	295	301	301	5,721	5,836	5,952	6,067	6,183	6,299	6,415	6,531	6,647
Cass Co Library	0.2545	344	351	358	358	6,814	6,950	7,089	7,231	7,375	7,520	7,665	7,811	7,957
Hospital Maint	0.1242	168	171	175	175	3,325	3,392	3,459	3,527	3,595	3,663	3,731	3,800	3,868
Shelter Wkshop	0.0454	61	63	64	64	1,215	1,240	1,265	1,290	1,316	1,341	1,366	1,391	1,416
Raymore City	1.2447	1,684	1,717	1,752	1,752	33,324	33,990	34,670	35,363	36,070	36,787	37,504	38,221	38,938
	8.1812	11,067	11,288	11,514	11,514	219,030	223,410	227,879	232,410	236,941	241,472	246,003	250,534	255,065

Projected PILOT Amount
 (Hotel Component)

Estimated Assesed Value of Existing Site	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038
PILOT Payment	\$ 135,274	\$ 137,979	\$ 137,979	\$ 140,739	\$ 140,739	\$ 140,739	\$ 143,553	\$ 143,553	\$ 146,424	\$ 146,424	\$ 149,353	\$ 149,353	\$ 152,340	\$ 152,340	\$ 155,387
Estimated Assesed Value of Improvements						\$ 2,533,680	\$ 2,533,680	\$ 2,584,354	\$ 2,584,354	\$ 2,636,041	\$ 2,636,041	\$ 2,688,761	\$ 2,688,761	\$ 2,742,537	\$ 2,742,537
PILOT Payment															
Taxing Jurisdiction															
R-2 Ray-Pec	5.0302	6.941	6.941	7.079	7.079	7.079	7.079	7.079	7.079	7.079	7.079	7.079	7.079	7.079	7.079
Fire 2-So Metro	0.8969	1.213	1.238	1.262	1.262	1.262	1.262	1.262	1.262	1.262	1.262	1.262	1.262	1.262	1.262
Amb 2-So Metro	0.3416	462	471	481	481	481	481	481	481	481	481	481	481	481	481
State	0.0300	41	41	42	42	42	42	42	42	42	42	42	42	42	42
Cass Co Rd&Brdg	0.2137	289	295	295	301	301	301	301	301	301	301	301	301	301	301
Cass Co Library	0.2545	344	351	351	358	358	358	358	358	358	358	358	358	358	358
Hospital Maint	0.1242	168	171	171	175	175	175	175	175	175	175	175	175	175	175
Shelter Wkshop	0.0454	61	63	63	64	64	64	64	64	64	64	64	64	64	64
Raymore City	1.2447	1,684	1,717	1,717	1,752	1,752	1,752	1,752	1,752	1,752	1,752	1,752	1,752	1,752	1,752
	8.1812	11,067	11,288	11,288	11,514	11,514	11,514	11,514	11,514	11,514	11,514	11,514	11,514	11,514	11,514

Estimated Assesed Value of Existing Site	\$ 158,495	\$ 158,495	\$ 161,664	\$ 161,664	\$ 164,898	\$ 164,898	\$ 168,196	\$ 168,196	\$ 171,560	\$ 171,560	\$ 174,991	\$ 174,991	\$ 178,491	\$ 178,491
PILOT Payment														
Estimated Assesed Value of Improvements	\$ 2,797,387	\$ 2,797,387	\$ 2,853,335	\$ 2,853,335	\$ 2,910,402	\$ 2,910,402	\$ 2,968,610	\$ 2,968,610	\$ 3,027,982	\$ 3,027,982	\$ 3,088,542	\$ 3,088,542	\$ 3,150,313	\$ 3,150,313
PILOT Payment														

Taxing Jurisdiction	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	Total
R-2 Ray-Pec	5.0302	148,687	151,661	151,661	154,694	154,694	157,788	157,788	160,943	160,943	164,162	164,162	167,445	\$ 3,479,817
Fire 2-So Metro	0.8969	26,511	27,042	27,042	27,582	27,582	28,134	28,134	28,697	28,697	29,271	29,271	29,856	620,462
Amb 2-So Metro	0.3416	10,097	10,299	10,299	10,505	10,505	10,715	10,715	10,930	10,930	11,148	11,148	11,371	236,314
State	0.0300	887	905	905	923	923	941	941	960	960	979	979	999	20,754
Cass Co Rd&Brdg	0.2137	6,317	6,443	6,443	6,572	6,572	6,703	6,703	6,837	6,837	6,974	6,974	7,114	147,834
Cass Co Library	0.2545	7,523	7,673	7,673	7,827	7,827	7,983	7,983	8,143	8,143	8,306	8,306	8,472	176,059
Hospital Maint	0.1242	3,671	3,745	3,745	3,820	3,896	3,896	3,974	3,974	3,974	4,053	4,053	4,134	85,920
Shelter Wkshop	0.0454	1,342	1,369	1,369	1,396	1,396	1,424	1,424	1,453	1,453	1,482	1,482	1,511	31,407
Raymore City	1.2447	36,792	37,528	37,528	38,278	38,278	39,044	39,044	39,825	39,825	40,621	40,621	41,434	861,065
	8.1812	241,827	246,663	246,663	251,596	251,596	256,628	256,628	261,761	261,761	266,996	266,996	272,336	\$ 5,659,631

Projected Tax Abatement
 (Hotel Component)

Estimated Assessed Value of Existing Site	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038
Abatement Percentage	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Estimated Assessed Value of Improvements	\$ 135,274	\$ 137,979	\$ 140,739	\$ 140,739	\$ 140,739	\$ 143,553	\$ 143,553	\$ 146,424	\$ 146,424	\$ 149,353	\$ 149,353	\$ 152,340	\$ 152,340	\$ 155,387	\$ 155,387
Abatement Percentage	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Estimated Assessed Value of Improvements	\$ 2,533,680	\$ 2,533,680	\$ 2,584,354	\$ 2,584,354	\$ 2,584,354	\$ 2,636,041	\$ 2,636,041	\$ 2,688,761	\$ 2,688,761	\$ 2,742,537	\$ 2,742,537	\$ 2,797,387	\$ 2,797,387	\$ 2,853,335	\$ 2,853,335
Abatement Percentage	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Taxing Jurisdiction															
Tax Rate per \$100	5.0302	5.0302	5.0302	5.0302	5.0302	5.0302	5.0302	5.0302	5.0302	5.0302	5.0302	5.0302	5.0302	5.0302	5.0302
R-2 Ray-Pec	0.8969	0.8969	0.8969	0.8969	0.8969	0.8969	0.8969	0.8969	0.8969	0.8969	0.8969	0.8969	0.8969	0.8969	0.8969
Fire 2-So Metro	0.3416	0.3416	0.3416	0.3416	0.3416	0.3416	0.3416	0.3416	0.3416	0.3416	0.3416	0.3416	0.3416	0.3416	0.3416
Amb 2-So Metro	0.0300	0.0300	0.0300	0.0300	0.0300	0.0300	0.0300	0.0300	0.0300	0.0300	0.0300	0.0300	0.0300	0.0300	0.0300
State	0.2137	0.2137	0.2137	0.2137	0.2137	0.2137	0.2137	0.2137	0.2137	0.2137	0.2137	0.2137	0.2137	0.2137	0.2137
Cass Co Rd&Bridg	0.2545	0.2545	0.2545	0.2545	0.2545	0.2545	0.2545	0.2545	0.2545	0.2545	0.2545	0.2545	0.2545	0.2545	0.2545
Cass Co Library	0.1242	0.1242	0.1242	0.1242	0.1242	0.1242	0.1242	0.1242	0.1242	0.1242	0.1242	0.1242	0.1242	0.1242	0.1242
Hospital Maint	0.0454	0.0454	0.0454	0.0454	0.0454	0.0454	0.0454	0.0454	0.0454	0.0454	0.0454	0.0454	0.0454	0.0454	0.0454
Shelter Wkshp	1.2447	1.2447	1.2447	1.2447	1.2447	1.2447	1.2447	1.2447	1.2447	1.2447	1.2447	1.2447	1.2447	1.2447	1.2447
Raymore City	8.1812	8.1812	8.1812	8.1812	8.1812	8.1812	8.1812	8.1812	8.1812	8.1812	8.1812	8.1812	8.1812	8.1812	8.1812

Estimated Assessed Value of Existing Site	\$ 158,495	\$ 158,495	\$ 161,664	\$ 161,664	\$ 164,898	\$ 164,898	\$ 168,196	\$ 168,196	\$ 171,560	\$ 171,560	\$ 174,991	\$ 174,991	\$ 178,491	\$ 178,491
Abatement Percentage	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Estimated Assessed Value of Improvements	\$ 2,797,387	\$ 2,797,387	\$ 2,853,335	\$ 2,853,335	\$ 2,910,402	\$ 2,910,402	\$ 2,968,610	\$ 2,968,610	\$ 3,027,982	\$ 3,027,982	\$ 3,088,542	\$ 3,088,542	\$ 3,150,313	\$ 3,150,313
Abatement Percentage	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%

Taxing Jurisdiction	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	Total
Tax Rate per \$100	5.0302	5.0302	5.0302	5.0302	5.0302	5.0302	5.0302	5.0302	5.0302	5.0302	5.0302	5.0302	5.0302	
R-2 Ray-Pec	0.8969	0.8969	0.8969	0.8969	0.8969	0.8969	0.8969	0.8969	0.8969	0.8969	0.8969	0.8969	0.8969	
Fire 2-So Metro	0.3416	0.3416	0.3416	0.3416	0.3416	0.3416	0.3416	0.3416	0.3416	0.3416	0.3416	0.3416	0.3416	
Amb 2-So Metro	0.0300	0.0300	0.0300	0.0300	0.0300	0.0300	0.0300	0.0300	0.0300	0.0300	0.0300	0.0300	0.0300	
State	0.2137	0.2137	0.2137	0.2137	0.2137	0.2137	0.2137	0.2137	0.2137	0.2137	0.2137	0.2137	0.2137	
Cass Co Rd&Bridg	0.2545	0.2545	0.2545	0.2545	0.2545	0.2545	0.2545	0.2545	0.2545	0.2545	0.2545	0.2545	0.2545	
Cass Co Library	0.1242	0.1242	0.1242	0.1242	0.1242	0.1242	0.1242	0.1242	0.1242	0.1242	0.1242	0.1242	0.1242	
Hospital Maint	0.0454	0.0454	0.0454	0.0454	0.0454	0.0454	0.0454	0.0454	0.0454	0.0454	0.0454	0.0454	0.0454	
Shelter Wkshp	1.2447	1.2447	1.2447	1.2447	1.2447	1.2447	1.2447	1.2447	1.2447	1.2447	1.2447	1.2447	1.2447	
Raymore City	8.1812	8.1812	8.1812	8.1812	8.1812	8.1812	8.1812	8.1812	8.1812	8.1812	8.1812	8.1812	8.1812	

Projected Tax Revenues Without Abatement
 (No Alternative Hotel Component)

Estimated Assessed Value of Existing Site	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038
Tax Rate per \$100	7	7	7	7	7	7	7	7	7	8	8	8	8	8	8
R-2 Ray-Pec	5.0302	5.0302	5.0302	5.0302	5.0302	5.0302	5.0302	5.0302	5.0302	5.0302	5.0302	5.0302	5.0302	5.0302	5.0302
Fire 2-So Metro	0.8969	0.8969	0.8969	0.8969	0.8969	0.8969	0.8969	0.8969	0.8969	0.8969	0.8969	0.8969	0.8969	0.8969	0.8969
Amb 2-So Metro	0.3416	0.3416	0.3416	0.3416	0.3416	0.3416	0.3416	0.3416	0.3416	0.3416	0.3416	0.3416	0.3416	0.3416	0.3416
State	0.0300	0.0300	0.0300	0.0300	0.0300	0.0300	0.0300	0.0300	0.0300	0.0300	0.0300	0.0300	0.0300	0.0300	0.0300
Cass Co Rd&Brdg	0.2137	0.2137	0.2137	0.2137	0.2137	0.2137	0.2137	0.2137	0.2137	0.2137	0.2137	0.2137	0.2137	0.2137	0.2137
Cass Co Library	0.2545	0.2545	0.2545	0.2545	0.2545	0.2545	0.2545	0.2545	0.2545	0.2545	0.2545	0.2545	0.2545	0.2545	0.2545
Hospital Miant	0.1242	0.1242	0.1242	0.1242	0.1242	0.1242	0.1242	0.1242	0.1242	0.1242	0.1242	0.1242	0.1242	0.1242	0.1242
Shelter Wkshop	0.0454	0.0454	0.0454	0.0454	0.0454	0.0454	0.0454	0.0454	0.0454	0.0454	0.0454	0.0454	0.0454	0.0454	0.0454
Raymore City	1.2447	1.2447	1.2447	1.2447	1.2447	1.2447	1.2447	1.2447	1.2447	1.2447	1.2447	1.2447	1.2447	1.2447	1.2447
8.1812	11	11	11	11	12	12	12	12	12	12	12	12	12	12	13

Estimated Assessed Value of Existing Site	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2051	2051
Tax Rate per \$100	8	8	8	8	8	8	8	8	8	9	9	9	9	9	9
R-2 Ray-Pec	5.0302	5.0302	5.0302	5.0302	5.0302	5.0302	5.0302	5.0302	5.0302	5.0302	5.0302	5.0302	5.0302	5.0302	5.0302
Fire 2-So Metro	0.8969	0.8969	0.8969	0.8969	0.8969	0.8969	0.8969	0.8969	0.8969	0.8969	0.8969	0.8969	0.8969	0.8969	0.8969
Amb 2-So Metro	0.3416	0.3416	0.3416	0.3416	0.3416	0.3416	0.3416	0.3416	0.3416	0.3416	0.3416	0.3416	0.3416	0.3416	0.3416
State	0.0300	0.0300	0.0300	0.0300	0.0300	0.0300	0.0300	0.0300	0.0300	0.0300	0.0300	0.0300	0.0300	0.0300	0.0300
Cass Co Rd&Brdg	0.2137	0.2137	0.2137	0.2137	0.2137	0.2137	0.2137	0.2137	0.2137	0.2137	0.2137	0.2137	0.2137	0.2137	0.2137
Cass Co Library	0.2545	0.2545	0.2545	0.2545	0.2545	0.2545	0.2545	0.2545	0.2545	0.2545	0.2545	0.2545	0.2545	0.2545	0.2545
Hospital Miant	0.1242	0.1242	0.1242	0.1242	0.1242	0.1242	0.1242	0.1242	0.1242	0.1242	0.1242	0.1242	0.1242	0.1242	0.1242
Shelter Wkshop	0.0454	0.0454	0.0454	0.0454	0.0454	0.0454	0.0454	0.0454	0.0454	0.0454	0.0454	0.0454	0.0454	0.0454	0.0454
Raymore City	1.2447	1.2447	1.2447	1.2447	1.2447	1.2447	1.2447	1.2447	1.2447	1.2447	1.2447	1.2447	1.2447	1.2447	1.2447
8.1812	13	13	13	13	13	14	14	14	14	14	14	14	14	15	15

Projected Tax Revenues Without Abatement
 (Alternative Hotel Component)

Estimated Assessed Value of Existing Site	\$ 135,274	\$ 137,979	\$ 140,739	\$ 140,739	\$ 140,739	\$ 143,553	\$ 143,553	\$ 146,424	\$ 146,424	\$ 149,353	\$ 149,353	\$ 152,340	\$ 152,340	\$ 155,387	\$ 155,387
Estimated Assessed Value of Improvements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,275,000	\$ 1,275,000	\$ 1,300,500	\$ 1,300,500	\$ 1,326,510	\$ 1,326,510	\$ 1,353,040	\$ 1,353,040	\$ 1,380,101	\$ 1,380,101
Taxing Jurisdiction	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038
Tax Rate per \$100	5.0302	6.941	6.941	7.079	7.079	7.079	7.1356	7.1356	7.2783	7.2783	7.4239	7.4239	7.5724	7.5724	7.7238
R-2 Ray-Pec	1,213	1,238	1,238	1,262	1,262	1,262	1,2723	1,2723	1,2977	1,2977	13,237	13,237	13,502	13,502	13,772
Fire 2-So Metro	0.8969	462	471	481	481	481	4,846	4,846	4,943	4,943	5,042	5,042	5,142	5,142	5,245
Amb 2-So Metro	0.0300	41	41	42	42	42	426	426	434	434	443	443	452	452	461
State	0.2137	289	295	301	301	301	3,031	3,031	3,092	3,092	3,154	3,154	3,217	3,217	3,281
Cass Co Rd&Brdg	0.2545	344	351	358	358	358	3,610	3,610	3,682	3,682	3,756	3,756	3,831	3,831	3,908
Cass Co Library	0.1242	168	171	175	175	175	1,762	1,762	1,797	1,797	1,833	1,833	1,870	1,870	1,907
Hospital Maint	0.0454	61	63	64	64	64	644	644	657	657	670	670	683	683	697
Shelter Wkshop	1.2447	1,684	1,717	1,752	1,752	1,752	17,657	17,657	18,010	18,010	18,370	18,370	18,737	18,737	19,112
Raymore City	8.1812	\$ 11,067	\$ 11,288	\$ 11,514	\$ 11,514	\$ 11,514	\$ 116,055	\$ 116,055	\$ 118,376	\$ 118,376	\$ 120,743	\$ 120,743	\$ 123,158	\$ 123,158	\$ 125,621
		\$ 158,495	\$ 158,495	\$ 161,664	\$ 161,664	\$ 161,664	\$ 164,898	\$ 164,898	\$ 168,196	\$ 168,196	\$ 171,560	\$ 171,560	\$ 174,991	\$ 174,991	\$ 178,491
Estimated Assessed Value of Existing Site	\$ 158,495	\$ 158,495	\$ 161,664	\$ 161,664	\$ 161,664	\$ 161,664	\$ 164,898	\$ 164,898	\$ 168,196	\$ 168,196	\$ 171,560	\$ 171,560	\$ 174,991	\$ 174,991	\$ 178,491
Estimated Assessed Value of Improvements	\$ 1,407,703	\$ 1,407,703	\$ 1,435,857	\$ 1,435,857	\$ 1,464,574	\$ 1,464,574	\$ 1,493,866	\$ 1,493,866	\$ 1,523,743	\$ 1,523,743	\$ 1,554,218	\$ 1,554,218	\$ 1,585,302	\$ 1,585,302	\$ 1,616,444

Taxing Jurisdiction	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	Total
Tax Rate per \$100	5.0302	78.783	80.359	80.359	81.966	81.966	83.605	83.605	85.277	85.277	86.983	86.983	88.722	\$ 1,860,190
R-2 Ray-Pec	14,047	14,047	14,328	14,328	14,615	14,615	14,907	14,907	15,205	15,205	15,509	15,509	15,819	331,678
Fire 2-So Metro	0.8969	5,350	5,457	5,457	5,566	5,566	5,678	5,678	5,791	5,791	5,907	5,907	6,025	126,325
Amb 2-So Metro	0.0300	470	479	479	489	489	499	499	509	509	519	519	529	11,094
State	0.2137	3,347	3,414	3,414	3,482	3,482	3,552	3,552	3,623	3,623	3,695	3,695	3,769	79,027
Cass Co Rd&Brdg	0.2545	3,986	4,066	4,066	4,147	4,147	4,230	4,230	4,315	4,315	4,401	4,401	4,489	94,115
Cass Co Library	0.1242	1,945	1,984	1,984	2,024	2,024	2,064	2,064	2,106	2,106	2,148	2,148	2,191	45,930
Hospital Maint	0.0454	711	725	725	740	740	755	755	770	770	785	785	801	16,789
Shelter Wkshop	1.2447	19,494	19,884	19,884	20,282	20,282	20,688	20,688	21,101	21,101	21,523	21,523	21,954	460,296
Raymore City	8.1812	\$ 128,134	\$ 130,696	\$ 130,696	\$ 133,310	\$ 133,310	\$ 135,977	\$ 135,977	\$ 138,696	\$ 138,696	\$ 141,470	\$ 141,470	\$ 144,299	\$ 3,025,444

**Projected Tax Abatement
 (Alternative Hotel Component)**

	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038
Estimated Assessed Value of Existing Site	\$ 135,274	\$ 137,979	\$ 137,979	\$ 140,739	\$ 140,739	\$ 140,739	\$ 143,553	\$ 143,553	\$ 146,424	\$ 146,424	\$ 149,353	\$ 149,353	\$ 152,340	\$ 152,340	\$ 155,387
Abatement Percentage	0%	0%	0%	0%	0%	0%	50%	50%	50%	50%	50%	50%	50%	50%	50%
Estimated Assessed Value of Improvements						\$ 1,275,000	\$ 1,275,000	\$ 1,300,500	\$ 1,300,500	\$ 1,326,510	\$ 1,326,510	\$ 1,353,040	\$ 1,353,040	\$ 1,380,101	\$ 1,380,101
Abatement Percentage						50%	50%	50%	50%	50%	50%	50%	50%	50%	50%
Tax Rate per \$100															
R-2 Ray-Pec	5.0302	-	-	-	-	-	\$ 35,678	\$ 35,678	\$ 36,392	\$ 37,119	\$ 37,119	\$ 37,862	\$ 37,862	\$ 38,619	\$ 38,619
Fire 2-So Metro	0.8969	-	-	-	-	-	6.362	6.362	6.489	6.619	6.619	6.751	6.751	6.886	6.886
Amb 2-So Metro	0.3416	-	-	-	-	-	2.423	2.423	2.471	2.521	2.521	2.571	2.571	2.623	2.623
State	0.0300	-	-	-	-	-	213	213	217	221	221	226	226	230	230
Cass Co Rd&Brdg	0.2137	-	-	-	-	-	1,516	1,546	1,546	1,577	1,609	1,609	1,641	1,641	1,641
Cass Co Library	0.2545	-	-	-	-	-	1,805	1,841	1,841	1,878	1,878	1,916	1,916	1,954	1,954
Hospital Maint	0.1242	-	-	-	-	-	881	899	899	917	917	935	935	954	954
Shelter Wkshop	0.0454	-	-	-	-	-	322	328	328	335	335	342	342	349	349
Raymore City	1.2447	-	-	-	-	-	8,828	8,828	9,005	9,005	9,185	9,185	9,369	9,369	9,556
8,1812	-	-	-	-	-	-	\$ 58,027	\$ 58,027	\$ 59,188	\$ 60,372	\$ 60,372	\$ 61,579	\$ 61,579	\$ 62,811	\$ 62,811

Estimated Assessed Value of Existing Site	\$ 158,495	\$ 158,495	\$ 161,664	\$ 161,664	\$ 164,898	\$ 164,898	\$ 168,196	\$ 168,196	\$ 171,560	\$ 171,560	\$ 174,991	\$ 174,991	\$ 178,491	\$ 178,491
Abatement Percentage	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%
Estimated Assessed Value of Improvements	\$ 1,407,703	\$ 1,407,703	\$ 1,435,857	\$ 1,435,857	\$ 1,464,574	\$ 1,464,574	\$ 1,493,866	\$ 1,493,866	\$ 1,523,743	\$ 1,523,743	\$ 1,554,218	\$ 1,554,218	\$ 1,585,302	\$ 1,585,302
Abatement Percentage	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%

	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	Total
Tax Rate per \$100														
R-2 Ray-Pec	5.0302	\$ 39,391	\$ 40,179	\$ 40,179	\$ 40,983	\$ 40,983	\$ 41,803	\$ 41,803	\$ 42,639	\$ 42,639	\$ 43,491	\$ 43,491	\$ 44,361	\$ 912,673
Fire 2-So Metro	0.8969	7,024	7,164	7,164	7,307	7,307	7,454	7,454	7,603	7,603	7,755	7,755	7,910	162,732
Amb 2-So Metro	0.3416	2,675	2,729	2,729	2,783	2,783	2,839	2,839	2,896	2,896	2,953	2,953	3,013	61,979
State	0.0300	235	240	240	244	244	249	249	254	254	259	259	265	5,443
Cass Co Rd&Brdg	0.2137	1,673	1,707	1,707	1,741	1,741	1,776	1,776	1,811	1,811	1,848	1,848	1,885	38,773
Cass Co Library	0.2545	1,993	2,033	2,033	2,074	2,074	2,115	2,115	2,157	2,157	2,200	2,200	2,244	46,176
Hospital Maint	0.1242	973	992	992	1,012	1,012	1,032	1,032	1,053	1,053	1,074	1,074	1,095	22,535
Shelter Wkshop	0.0454	356	363	363	370	370	377	377	385	385	393	393	400	8,237
Raymore City	1.2447	9,747	9,942	9,942	10,141	10,141	10,344	10,344	10,551	10,551	10,762	10,762	10,977	225,837
8,1812	\$ 64,067	\$ 64,067	\$ 65,348	\$ 65,348	\$ 66,655	\$ 66,655	\$ 67,988	\$ 67,988	\$ 69,348	\$ 69,348	\$ 70,735	\$ 70,735	\$ 72,150	\$ 1,484,386

Projected PILOT Amount
 (Alternative Hotel Component)

	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038
Estimated Assesed Value of Existing Site	\$ 135,274	\$ 137,979	\$ 137,979	\$ 140,739	\$ 140,739	\$ 140,739	\$ 143,553	\$ 143,553	\$ 146,424	\$ 146,424	\$ 149,353	\$ 149,353	\$ 152,340	\$ 152,340	\$ 155,387
PILOT Payment	100%	100%	100%	100%	100%	100%	50%	50%	50%	50%	50%	50%	50%	50%	50%
Estimated Assesed Value of Improvements	\$ 1,275,000	\$ 1,275,000	\$ 1,275,000	\$ 1,300,500	\$ 1,300,500	\$ 1,300,500	\$ 1,326,510	\$ 1,326,510	\$ 1,353,040	\$ 1,353,040	\$ 1,353,040	\$ 1,353,040	\$ 1,380,101	\$ 1,380,101	\$ 1,380,101
PILOT Payment	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%
Tax Rate per \$100															
R-2 Ray-Pec	5.0302	5.0302	5.0302	5.0302	5.0302	5.0302	5.0302	5.0302	5.0302	5.0302	5.0302	5.0302	5.0302	5.0302	5.0302
Fire 2-So Metro	0.8969	0.8969	0.8969	0.8969	0.8969	0.8969	0.8969	0.8969	0.8969	0.8969	0.8969	0.8969	0.8969	0.8969	0.8969
Amb 2-So Metro	0.3416	0.3416	0.3416	0.3416	0.3416	0.3416	0.3416	0.3416	0.3416	0.3416	0.3416	0.3416	0.3416	0.3416	0.3416
State	0.0300	0.0300	0.0300	0.0300	0.0300	0.0300	0.0300	0.0300	0.0300	0.0300	0.0300	0.0300	0.0300	0.0300	0.0300
Cass Co Rd&Brdg	0.2137	0.2137	0.2137	0.2137	0.2137	0.2137	0.2137	0.2137	0.2137	0.2137	0.2137	0.2137	0.2137	0.2137	0.2137
Cass Co Library	0.2545	0.2545	0.2545	0.2545	0.2545	0.2545	0.2545	0.2545	0.2545	0.2545	0.2545	0.2545	0.2545	0.2545	0.2545
Hospital Maint	0.1242	0.1242	0.1242	0.1242	0.1242	0.1242	0.1242	0.1242	0.1242	0.1242	0.1242	0.1242	0.1242	0.1242	0.1242
Shelter Wkshop	0.0454	0.0454	0.0454	0.0454	0.0454	0.0454	0.0454	0.0454	0.0454	0.0454	0.0454	0.0454	0.0454	0.0454	0.0454
Raymore City	1.2447	1.2447	1.2447	1.2447	1.2447	1.2447	1.2447	1.2447	1.2447	1.2447	1.2447	1.2447	1.2447	1.2447	1.2447
8,1812	\$ 11,067	\$ 11,288	\$ 11,288	\$ 11,514	\$ 11,514	\$ 11,514	\$ 11,828	\$ 11,828	\$ 12,142	\$ 12,142	\$ 12,456	\$ 12,456	\$ 12,770	\$ 12,770	\$ 13,084

Estimated Assesed Value of Existing Site	\$ 158,495	\$ 158,495	\$ 161,664	\$ 161,664	\$ 164,898	\$ 164,898	\$ 168,196	\$ 168,196	\$ 171,560	\$ 171,560	\$ 174,991	\$ 174,991	\$ 178,491	\$ 178,491	\$ 178,491
PILOT Payment	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%
Estimated Assesed Value of Improvements	\$ 1,407,703	\$ 1,407,703	\$ 1,435,857	\$ 1,435,857	\$ 1,464,574	\$ 1,464,574	\$ 1,493,866	\$ 1,493,866	\$ 1,523,743	\$ 1,523,743	\$ 1,554,218	\$ 1,554,218	\$ 1,585,302	\$ 1,585,302	\$ 1,585,302
PILOT Payment	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%
Tax Rate per \$100															
R-2 Ray-Pec	5.0302	5.0302	5.0302	5.0302	5.0302	5.0302	5.0302	5.0302	5.0302	5.0302	5.0302	5.0302	5.0302	5.0302	5.0302
Fire 2-So Metro	0.8969	0.8969	0.8969	0.8969	0.8969	0.8969	0.8969	0.8969	0.8969	0.8969	0.8969	0.8969	0.8969	0.8969	0.8969
Amb 2-So Metro	0.3416	0.3416	0.3416	0.3416	0.3416	0.3416	0.3416	0.3416	0.3416	0.3416	0.3416	0.3416	0.3416	0.3416	0.3416
State	0.0300	0.0300	0.0300	0.0300	0.0300	0.0300	0.0300	0.0300	0.0300	0.0300	0.0300	0.0300	0.0300	0.0300	0.0300
Cass Co Rd&Brdg	0.2137	0.2137	0.2137	0.2137	0.2137	0.2137	0.2137	0.2137	0.2137	0.2137	0.2137	0.2137	0.2137	0.2137	0.2137
Cass Co Library	0.2545	0.2545	0.2545	0.2545	0.2545	0.2545	0.2545	0.2545	0.2545	0.2545	0.2545	0.2545	0.2545	0.2545	0.2545
Hospital Maint	0.1242	0.1242	0.1242	0.1242	0.1242	0.1242	0.1242	0.1242	0.1242	0.1242	0.1242	0.1242	0.1242	0.1242	0.1242
Shelter Wkshop	0.0454	0.0454	0.0454	0.0454	0.0454	0.0454	0.0454	0.0454	0.0454	0.0454	0.0454	0.0454	0.0454	0.0454	0.0454
Raymore City	1.2447	1.2447	1.2447	1.2447	1.2447	1.2447	1.2447	1.2447	1.2447	1.2447	1.2447	1.2447	1.2447	1.2447	1.2447
8,1812	\$ 64,067	\$ 64,067	\$ 65,348	\$ 65,348	\$ 66,655	\$ 66,655	\$ 67,988	\$ 67,988	\$ 69,348	\$ 69,348	\$ 70,735	\$ 70,735	\$ 72,150	\$ 72,150	\$ 72,150

	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	Total
Estimated Assesed Value of Existing Site	\$ 158,495	\$ 158,495	\$ 161,664	\$ 161,664	\$ 164,898	\$ 164,898	\$ 168,196	\$ 168,196	\$ 171,560	\$ 171,560	\$ 174,991	\$ 174,991	\$ 178,491	\$ 1,784,991
PILOT Payment	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%
Estimated Assesed Value of Improvements	\$ 1,407,703	\$ 1,407,703	\$ 1,435,857	\$ 1,435,857	\$ 1,464,574	\$ 1,464,574	\$ 1,493,866	\$ 1,493,866	\$ 1,523,743	\$ 1,523,743	\$ 1,554,218	\$ 1,554,218	\$ 1,585,302	\$ 15,855,302
PILOT Payment	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%	50%
Tax Rate per \$100														
R-2 Ray-Pec	5.0302	5.0302	5.0302	5.0302	5.0302	5.0302	5.0302	5.0302	5.0302	5.0302	5.0302	5.0302	5.0302	5.0302
Fire 2-So Metro	0.8969	0.8969	0.8969	0.8969	0.8969	0.8969	0.8969	0.8969	0.8969	0.8969	0.8969	0.8969	0.8969	0.8969
Amb 2-So Metro	0.3416	0.3416	0.3416	0.3416	0.3416	0.3416	0.3416	0.3416	0.3416	0.3416	0.3416	0.3416	0.3416	0.3416
State	0.0300	0.0300	0.0300	0.0300	0.0300	0.0300	0.0300	0.0300	0.0300	0.0300	0.0300	0.0300	0.0300	0.0300
Cass Co Rd&Brdg	0.2137	0.2137	0.2137	0.2137	0.2137	0.2137	0.2137	0.2137	0.2137	0.2137	0.2137	0.2137	0.2137	0.2137
Cass Co Library	0.2545	0.2545	0.2545	0.2545	0.2545	0.2545	0.2545	0.2545	0.2545	0.2545	0.2545	0.2545	0.2545	0.2545
Hospital Maint	0.1242	0.1242	0.1242	0.1242	0.1242	0.1242	0.1242	0.1242	0.1242	0.1242	0.1242	0.1242	0.1242	0.1242
Shelter Wkshop	0.0454	0.0454	0.0454	0.0454	0.0454	0.0454	0.0454	0.0454	0.0454	0.0454	0.0454	0.0454	0.0454	0.0454
Raymore City	1.2447	1.2447	1.2447	1.2447	1.2447	1.2447	1.2447	1.2447	1.2447	1.2447	1.2447	1.2447	1.2447	1.2447
8,1812	\$ 64,067	\$ 64,067	\$ 65,348	\$ 65,348	\$ 66,655	\$ 66,655	\$ 67,988	\$ 67,988	\$ 69,348	\$ 69,348	\$ 70,735	\$ 70,735	\$ 72,150	\$ 1,541,058

Sales and Use Tax Exemption

Sales Tax

State of Missouri	4.225%
City of Raymore	2.500%
Cass County	1.500%
South Metro Fire & Ambulance District	0.500%
Emergency Services Board	0.125%

Use Tax

State of Missouri	4.225%
Cass County	1.500%
Emergency Services Board	0.125%

	Sales Tax	Use Tax	Total
State of Missouri	\$ 312,769	\$ 469,154	\$ 781,923
Cass County	5,552	166,564	172,116
City of Raymore	4,627	-	4,627
South Metro Fire & Ambulance District	1,851	-	1,851
Emergency Services Board	463	13,880	14,343
TOTAL	\$ 325,262	\$ 649,598	\$ 974,860

Assumptions:

Costs of Materials	\$ 18,507,065
Purchased inside State, outside Cass County	\$ 7,032,686
Purchased inside Cass County, outside Raymore	\$ 185,070
Purchased inside Raymore	\$ 185,070
Purchased outside State	\$ 11,104,239

Sales and Use Tax Exemption

Sales Tax

State of Missouri	4.225%
City of Raymore	2.500%
Cass County	1.500%
South Metro Fire & Ambulance District	0.500%
Emergency Services Board	0.125%

Use Tax

State of Missouri	4.225%
Cass County	1.500%
Emergency Services Board	0.125%

	Sales Tax	Use Tax	Total
State of Missouri	\$ 281,487	\$ 422,231	\$ 703,719
Cass County	4,997	149,905	154,901
City of Raymore	4,164	-	4,164
South Metro Fire & Ambulance District	1,666	-	1,666
Emergency Services Board	416	12,492	12,908
TOTAL	\$ 292,730	\$ 584,628	\$ 877,358

Assumptions:

Costs of Materials	\$ 16,656,065
Purchased inside State, outside Cass County	\$ 6,329,306
Purchased inside Cass County, outside Raymore	\$ 166,560
Purchased inside Raymore	\$ 166,560
Purchased outside State	\$ 9,993,639

EXHIBIT B

Development and Performance Agreement

DEVELOPMENT AND PERFORMANCE AGREEMENT

between the

CITY OF RAYMORE, MISSOURI

and

TIMBER TRAILS LAND PARTNERS, LLC

Dated as of August __, 2023

**Relating to the Development of
A Commercial Project**

DEVELOPMENT AND PERFORMANCE AGREEMENT

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DEVELOPMENT AND PERFORMANCE AGREEMENT

THIS DEVELOPMENT AND PERFORMANCE AGREEMENT (“Agreement”) entered into as of July __, 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 **TIMBER TRAILS LAND PARTNERS, LLC**, a Missouri 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 Projects (defined below) and (ii) authorizing the issuance of approximately \$70,000,000 aggregate principal amount of Taxable Revenue Bonds (Timber Trails Mixed-Use Project) in one or more series (the **“Bonds”**).

3. Pursuant to the Ordinance the City will be authorized to execute and deliver for each Project Site (a) a Trust Indenture (the **“Indenture”**), between the City and Security Bank of Kansas City, as trustee (the **“Trustee”**), for the purpose of issuing and securing the Bonds, and (b) a Lease Agreement (the **“Lease”**) with the Company, as lessee, with respect to the Bonds, under which the City, as lessor, will lease each Project and Project Site (together, the **“Leased Property”**) to the Company.

5. Pursuant to the foregoing, the City desires to enter into this Agreement with the Company to address (1) the design and construction of the Projects, and (2) development incentives for the Projects.

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 Sites.

“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 Projects 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 D** 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 the Bonds 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 or commencement of site clearance and construction of sanitary sewer improvements.

“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 commercial, retail, multi-family or hotel components.

“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, pandemics, acts of God, labor disputes, governmental restrictions or priorities, embargos, litigation, tornadoes, 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 the 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.

“Hotel Phase” means a Premium Hotel, as defined herein, along Outer Road or, if the Company and the City are unable to agree upon a Premium Hotel, then such other retail or commercial development approved by the City.

“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 Sites with the Projects, 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 defined in the recitals above.

“Leased Property” means the Projects and the Project Sites.

“Lien” is defined in **Section 6.06**.

“Multi-Family Phase” means approximately 300 units of “Class A luxury” multi-family apartments, including parking stalls, covered residential garage parking and tuck-under parking, clubhouse, pool and outdoor amenities.

“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 Projects in accordance with **Section 5.02**.

“Premium Hotel” means a hotel, approved by the City Manager or City staff, described in the Premium Hotel Brand Policy, attached as **Exhibit C** hereto and by this reference made a part hereof.

“Projects” means the Hotel Phase, Multi-Family Phase and Retail Phase, and all additions, modifications, improvements, replacements and substitutions made to the Projects. “Project” means a single phase to be constructed as part of the Projects from time to time by the Company.

“Project Costs” means all costs of land acquisition, purchasing, constructing, improving and installing the Projects.

“Project Site” or **“Project Sites”** 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 Company, each being a Project Site.

“Retail Phase” means an approximately 13,560 square foot multi-tenant retail center and parking stalls.

“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 Projects, the Project Sites, 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 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 Projects will not be issued in a timely manner in order to permit the Projects 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 Sites or the Projects, 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 Projects or the Company (or any member or Affiliate of the Company) related to the Projects. 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 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 Projects .

(a) The City and the Company acknowledge that the Project is expected to consist of multiple phases constructed over several years, with the Multi-Family Phase and Retail Phase occurring simultaneously. However, notwithstanding the foregoing, the Company will commence construction for the Multi-Family Phase and Retail Phase as soon as reasonably practicable after approval of the Plan and issuance of all relevant permits and with an estimated substantial completion date of 2026. Commencement of construction shall be determined by the pouring of the building foundation or commencement of site clearance and construction of sanitary sewer improvements 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 D**.

(b) The Company will construct or cause to be constructed the remaining Hotel Phase as market conditions allow. The Company will use commercially reasonable efforts to market the Hotel Phase to potential Premium Hotels until such time that the Company and the City determine that such Premium Hotel will not locate within the Project Site of the Hotel Phase. At such time, the Company may submit a written request to the City Manager to transition the Hotel Phase from a Premium Hotel to a retail or commercial development. Upon approval by the City Manager, which shall not be unreasonably withheld, the Company may proceed with development of the Hotel Phase as a retail or commercial development only.

(c) The Multi-Family Phase and Retail Phase of the Projects shall be commenced no later than two (2) years after approval of the Plan. The Hotel Phase of the Projects shall be commenced no later than four (4) years after 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 Projects to enable the City to monitor the status of construction and to determine that the Projects are being completed in accordance with this Agreement and Applicable Laws and Requirements.

(e) Construction of the Projects shall be pursued in a good and workmanlike manner in accordance with the terms of this Agreement and in strict compliance with all applicable laws, regulations, ordinances and building codes.

(f) In the event the Company does not commence construction within the outside dates set forth above and have substantial completion of each phase within twenty-four (24) months following Commencement of Construction for such phase, the City's sole remedy is to terminate this Agreement as to the remaining undeveloped land (i.e. future projects), but the City shall not be entitled to terminate tax abatement and related economic incentives as to any completed Project(s) or as to those Project(s) under construction as of the time of such termination. The parties acknowledge that these are performance requirements, but do not amount to an Event of Default under this Agreement.

(g) Prior to commencement of the Retail Phase or Multi-Family Phase, the Company, or any assignee hereunder, shall provide the City with evidence of net worth in excess of \$3,000,000. Prior to commencement of the Hotel Phase, the Company, or any assignee hereunder, shall provide the City with sufficient evidence (i) of a net worth (determined in accordance with accounting principles generally accepted in the United States) of at least \$3,000,000, or (ii) sufficient evidence of experience in the development and operation of comparable hotel projects. The sufficiency of such evidence shall be at the City Manager's sole reasonable determination.

Section 3.02. Requirements Prior to Commencement of Projects. City and Company acknowledge that, as of the date of this Agreement, Company has not finalized any construction contract or notice to proceed with a contractor for the Projects. Company acknowledges that Company is required to obtain a construction permit for each phase of the Project and to deliver to City a payment bond pursuant to Section 107.170 of the Revised Statutes of Missouri, pursuant to **Section 6.07**, together with a dual obligee rider (the "Rider") and a waiver by the contractor of its right to sue the City (the "Waiver"), prior to commencement of any of the Projects. Company hereby agrees that, as it proceeds to finalize the cost of any construction work with respect to the Projects, it will, prior to the commencement of any such construction, (a) notify City of such cost, (b) obtain a construction permit, and (c) deliver to City (i) a copy of the construction contract or notice to proceed evidencing such cost, (ii) the payment bond for the amount of such construction activity pursuant to **Section 6.07**, (iii) the Rider, and (iv) the Waiver executed by the contractor. The requirement to provide a payment bond may be satisfied with a letter of credit, if delivered pursuant to **Section 6.10**.

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 Projects.

Section 4.02. Permits and Approvals . 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.

ARTICLE V

DESIGN OF THE PROJECTS

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 Projects. 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 Projects 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 each Project upon delivery of reasonable advance notice from the Company to the City.

Section 6.02. Reserved .

Section 6.03. Reserved .

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 Projects. 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 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 Projects 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 Projects, 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 Projects. 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 Sites which are, in the City's judgment, reasonably necessary for the ownership and maintenance of any public facilities which will be dedicated to the City in connection with the Projects. 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 and maintenance of any public facilities which will be dedicated to the City in connection with the Projects, and that any public facilities which will be dedicated to the City in connection with the Projects have been inspected and approved to the reasonable satisfaction of the City.

Section 6.06 Liens. The Company will complete the Projects free of any laborer's, materialmen's, mechanic's or other similar liens (and excepting, further, liens associated with Company's financing of the Projects) ("**Lien**") and shall not permit any Lien to be filed or otherwise imposed on any part of the Projects 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 Projects and any other public facilities which will be dedicated to the City in connection with the Projects, the Company will, or will ensure that its contractors shall, provide for the following bonds:

(a) **Performance Bond and Payment Bond.** Prior to commencement of construction on any Projects, the Company shall, or shall ensure that its contractors shall, maintain a performance and payment bond in a form approved by the City, in an amount equal to the cost of the construction contract(s) related to the Projects covered by such bond, as determined by the City, conditioned upon the faithful performance of the provisions, terms and conditions of the construction contract all consistent with the requirements of Section 107.170, RSMo. The payment bond shall name the City as an obligee and copies of certificates of such bond shall be delivered to the City. The requirement to provide a payment bond may be satisfied with a letter of credit, if delivered pursuant to **Section 6.10**. The performance bond shall only be required for the portion(s) of the Project that may be considered public improvements and shall not be required for any private improvements.

(b) **Maintenance Bonds.** Prior to acceptance and dedication of any public facilities which will be dedicated to the City in connection with the Projects, 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 Projects 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 or letter of credit set forth in this Section and **Section 6.10**.

(d) One or More Construction Contracts. The Company may enter into one or more construction contracts related to the construction of the Projects. 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. Prevailing Wage . For any public facilities which will be dedicated to the City in connection with the Projects only, the Company will comply with all laws regarding the payment of prevailing wages to contractors or subcontractors of the Company, to the extent such laws are applicable, and will indemnify the City for any damage resulting to the City from failure of either the Company or any contractor or subcontractor to pay prevailing wages pursuant to applicable laws, and pay the costs of defense of the City in response to any such claims. The Company shall be responsible for payment of all costs associated with the payment of prevailing wages, if applicable. The Company and the City acknowledge and agree that prevailing wage requirements do not apply to any private improvements.

Section 6.09. Certificate of Substantial Completion . After substantial completion of each 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 D**. 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.

Section 6.10. Letter of Credit.

(a) In lieu of delivering a payment bond to the City, the Company may comply with the payment bond provision of **Section 6.07(a)** of this Agreement by delivering to the City a letter of credit in a form mutually agreeable to the Company and the City, with a minimum term ending no earlier than six months after the end of the term of the prime construction contract for the Project, unless sooner terminated pursuant to this Section (the "Letter of Credit"). The initial amount of the Letter of Credit will be equal to the cost of materials and labor for the Project, but in no case less than the prime construction contract for the Project (the "LOC Face Amount"). The Letter of Credit will guaranty the Company's (1) payment of any and all materials, incorporated, consumed or used in connection with the construction of the Project, the premiums for all insurance required by this Agreement, and all labor performed with respect to the Project, whether by a contractor or a subcontractor or otherwise (the "Payment Obligations"), and (2) defense, indemnification and holding harmless of the City from all loss, cost, damage and expense (including, without limitation, reasonable attorneys' fees and costs incurred in the investigation, defense and settlement of claims) that it may incur, directly or indirectly, as a result of or in

connection with any claim, demand, lien or suit by any person or entity seeking payment of the Payment Obligations (the “Indemnity Obligation”).

(b) If (1) the City receives a claim, demand, lien, suit or other notice by any person or entity seeking payment of a Payment Obligation (any such circumstance being referred to as a “Payment Obligation Notice” and the underlying claim or demand for payment being a “Payment Obligation Claim”); and (2) the City, within 10 days of receipt of such Payment Obligation Notice provides notice to the Company of such Payment Obligation Claim; then the Company shall either:

(1) Within 60 days of receipt of such notice from the City, provide payment of the Payment Obligation Claim to the claimant and provide proof of such payment to the City; or

(2) Within 60 days of receipt of such notice from the City, commence the defense of the City as part of the contest of such Payment Obligation Claim, provided that the Company (1) within such 60-day period, notifies the City in writing of its intention to defend and indemnify the City, (2) diligently prosecutes such contest, (3) at all times effectively stays or prevents any judgment from being entered against the City, (4) promptly pays or otherwise satisfies any final judgment adjudging or enforcing such contested Payment Obligation Claim or procures a discharge or judgment denying such Payment Obligation Claim, and (5) saves and holds harmless the City from any loss, costs or expenses the City may incur related to any such contest.

(c) If the Company fails to comply with subsection (b), above, within the timeframe set out therein, or if any final judgment is entered against the City adjudging or enforcing any Payment Obligation Claim, the City shall be entitled to draw on the Letter of Credit in an amount sufficient to pay (1) the Payment Obligation Claim, (2) the amount of any judgment against the City relating to such Payment Obligation Claim (provided that this shall not result in duplicate payment of the Payment Obligation Claim), and (3) any remaining loss, cost, damage or expense subject to the Indemnity Obligation.

(d) The Letter of Credit shall be released on the date (the “LOC Termination Date”) that is the earlier of (1) six months after delivery to the City of a certificate, signed by an Authorized Company Representative, stating that (i) the construction and improvement of the Project has been completed in accordance with the Plans and Specifications, and (ii) that all costs and expenses incurred in the construction and improvement of the Project have been paid or (2) the date on which the LOC Face Amount has been reduced to \$-0- in accordance with subsection (e), below. Prior to the LOC Termination Date, the Company shall at all times maintain a Letter of Credit as described in this Section. Failure of the Company to maintain the Letter of Credit so required shall constitute an Event of Default under this Agreement.

(e) The LOC Face Amount may be reduced in connection with disbursements made by the Company or a lender for Payment Obligations relating to the Project by an amount equal to the amount of such disbursements. The Company shall transmit to the City the desired amount of the reduction, accompanied by sufficient information and documentation to justify the requested reduction, including but not limited to (1) for a disbursement by the Company, evidence of payment by the Company, together with lien waivers from all payees, or (2) for a disbursement by a lender, evidence of payment by the lender. The City shall, within 15 days of receipt of such request for reduction, review the request to evaluate whether the reduction is warranted, and whether the remaining amount of the Letter of Credit will continue to put the City in a secured position regarding Payment Obligations. On or before the 15th day after receipt of such request, the City shall either approve such request in writing (signed by the City Manager or his designee) or provide written explanation to the Company of why the request is unsatisfactory, including specific reasons why the amount of the requested reduction is excessive or the supporting documentation is insufficient. For a request based on a disbursement by a lender, the City’s

approval may be conditioned upon approval and payment of the related payment application by the lender. If the City does not respond as described above to a request for LOC Face Amount reduction by 5:00 p.m. on the 15th day after receipt of such request, such request shall be deemed to have been approved by the City, provided that, this sentence shall not apply with respect to any Letter of Credit delivered with respect to any public improvements.

(f) The provisions of this Section 6.10 may be applied individually with respect to each phase of the Project and with respect to any public improvements, provided that, in such case, a Letter of Credit for at least one phase of the Project shall be delivered to the City no later than the delivery date of the Lease. If the option provided by this subsection (f) is exercised, the references to “Project” in this Section 6.10 shall be deemed to refer to the applicable phase of the Project or public improvements.

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 separate 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 Project for which Commencement of Construction has not occurred within two (2) years of approval of the Plan, for the Multi-Family Phase and Retail Phase, and within four (4) years for the Hotel Phase.

Section 7.03. Bond Costs . The Company will enter into an engagement letter with Bond Counsel in substantially the form attached hereto as **Exhibit E** 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 Projects. 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 Projects is approximately \$70,000,000.
- (b) As a condition to the continued provision of the Tax Abatement as set forth herein, the Company will be required to commence construction on the Multi-Family Phase and the Retail Phase simultaneously.
- (c) In the event the Company does not commence construction within the outside dates set forth in this Agreement and have substantial completion of each phase within twenty-four (24) months following Commencement of Construction for such phase,, the City’s sole remedy is to terminate this Agreement as to the remaining undeveloped land (i.e. future projects), but the City shall not be entitled to terminate tax abatement and related economic incentives as to any completed Project(s) or as to those Project(s) under construction as of the time of such termination. The parties acknowledge that these are performance requirements, 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 each Project Site and each Project thereon under the Chapter 100 Act for a period of 25 years beginning in the year following the substantial completion of construction. The Project Sites and the Projects 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. Provided, however, the Hotel Phase will terminate upon completion of construction of the Premium Hotel.

(b) Lease. At all times during the Tax Abatement period for each 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 all the Projects 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 the Bonds by the City for the Projects and a precondition to the performance of Company’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 Projects.

(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 Projects. 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 Projects; 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 . It is the City and the Company’s expectation that the purchase of any and all materials used in the construction of the Projects 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. 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 Projects), 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 and the financial advisor (and such additional consultants as the City deems necessary for the issuance of the Bonds).

Section 7.11. Requirements Related to Multi-Family Phase.

(a) The City and the Company acknowledge and agree that the implementation of the development incentives contemplated herein is expressly conditioned on the non-use of state or federal housing tax credit programs or subsidies, including Low-Income Housing Tax Credit, within the Multi-Family Phase.

(b) The Multi-Family Phase shall be constructed in a manner consistent with the drawings and elevations submitted to the City during the consideration of the Plan and this Agreement and attached hereto as **Exhibit F**. Specifically, the Multi-Family Phase shall include the following amenities: approximately 300 units of "Class A luxury" multi-family apartments, including parking stalls, covered residential garage parking and tuck-under parking, clubhouse, pool and outdoor amenities.

(c) Failure to include such amenities or to obtain or use any federal or state tax credits or subsidies is a Company Event of Default as it relates to such Multi-Family Phase permitting the City to terminate the Tax Abatement for the Multi-Family Phase.

(d) The Company agrees to provide and administer a "Preferred Tenant Program" by offering a one-time \$300 credit for application and administration fees available to the following prospective tenants:

- (i) Community members and employers that are members of the Raymore Chamber of Commerce;
- (ii) First responders (Police, Fire, EMS, Public Works/Safety); and
- (iii) Public school teachers within the Raymore-Peculiar R-II School District.

The Preferred Tenant Program is subject to any restrictions related to a Federal Housing Administration loan, if utilized by the Company for the Multi-Family Phase, and other applicable laws.

Section 7.12. Requirements Related to Hotel Phase.

(a) The City and the Company acknowledge and agree that the implementation of the development incentives contemplated herein is expressly conditioned on the Company securing a Premium Hotel, as described in **Exhibit C**, for the Hotel Phase.

(b) If the Company and the City are unable to agree upon a Premium Hotel for the Hotel Phase after diligent pursuit thereof, the Company may submit a written request to the City Manager to proceed with a retail or commercial development in the Hotel Phase. Under no circumstances will residential, single or multi-family, be allowed in the Hotel Phase.

(c) Upon approval by the City Manager of a retail or commercial development in the Hotel Phase, the retail or commercial development will be eligible for abatement on the same terms, and subject to the same conditions as if it were a part thereof, as the Retail Phase. Such abatement for a retail or commercial development in the Hotel Phase shall be for the number of years remaining in the existing Retail Phase, and shall terminate on or before the abatement for the Retail Phase terminates.

ARTICLE VIII

**PROPERTY TAX EXEMPTION;
PILOT PAYMENTS**

Section 8.01. Property Tax Exemption . So long as the City owns title to each Project Site and the corresponding portion of the Project, the City expects that such Project Site and Project shall be exempt from *ad valorem* taxes on real property. Each Project Site and Project will be leased to the Company. The Company will receive twenty-five years of abatement for each Project, subject to the requirement to make PILOT Payments as set forth in this **Article VIII**, provided, however, that the abatement period related to the Hotel Phase will terminate upon completion of construction of the Premium Hotel.

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 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 25-year period of Tax Abatement has not yet begun. Upon commencement of the 25-year period of Tax Abatement for each Project Site in the year subsequent to substantial completion of the portion of the Project, the Company will be required to make PILOT Payments in the amounts shown below during each year of the 25-year period of Tax

Abatement to be provided to each 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.

(b) For the Retail Phase, PILOT Payments will be as follows:

(i) During construction, the amount calculated equal to the taxes that would have been due on the unimproved land were it in private ownership.

(ii) Beginning the year following substantial completion, for a period of twenty-five years, a PILOT representing seventy-five percent (75%) of the taxes that would otherwise be due, based upon the assessed value as calculated by the County Assessor's Office. Provided, however, the Retail Phase is subject to enhanced abatement under the following circumstances:

(A) For any year where in the previous 12 months, either: (1) at least 50% of the leasable building square footage is occupied by a Sales Tax Generator, or (2) one of the following is true:

(Square footage leased by Sales Tax Generators + Square footage leased by Sales Tax Generating Restaurant attached to the Hotel Phase) / Total leasable square footage in the Retail Phase \geq 50%

or

(Taxable sales in the Retail Phase + Taxable restaurant sales in the Hotel Phase) \geq [50% x (\$300 x Total leasable square footage in the Retail Phase)]

If the requirements of this Section 8.02(b)(ii)(A) are met, the PILOT for such year shall be thirty-five percent (35%) of the taxes that would otherwise be due.

(B) For any year where in the previous 12 months, either: (1) at least 75% of the leasable building square footage is occupied by a Sales Tax Generator, or (2) one of the following is true:

(Square footage leased by Sales Tax Generators + Square footage leased by Sales Tax Generating Restaurant attached to the Hotel Phase) / Total leasable square footage in the Retail Phase \geq 75%

or

(Taxable sales in the Retail Phase + Taxable restaurant sales in the Hotel Phase) \geq [75% x (\$300 x Total leasable square footage in the Retail Phase)]

If the requirements of this Section 8.02(b)(ii)(B) are met, the PILOT for such year shall be fifty percent (50%) of the taxes that would otherwise be due.

As used in this Section 8.02(b)(ii), Sales Tax Generator shall mean a business generating at least \$300 per square foot per year of retail sales, and a Sales Tax Generating Restaurant shall mean a restaurant, connected to a hotel, with a minimum 3,000 square-foot eating establishment, full service kitchen and table service.

Measurement of the 12-month period will occur from July 1 to the following June 30, provided that the City Manager may, in his/her sole discretion, extrapolate and/or project retail sales in the event certain sales began during the prior 12-month period, or in other circumstances where the City Manager determines an adjustment is warranted.

(c) For the Multi-Family Phase, PILOT Payments will be as follows:

(i) During construction, the amount calculated equal to the taxes that would have been due on the unimproved land were it in private ownership.

(ii) Beginning the year following substantial completion, for a period of twenty-five years, a fixed PILOT calculated from a starting point of \$1,426.35 per door (as determined pursuant to discussion among the City, the County and the Company based on design plans of the Multi-Family Phase), with an inflation adjustment of 1.5% in each odd year, irrespective of any annual appraisal or assessment which may be rendered by the County Assessor’s Office with respect to the Project. The PILOTs are set forth in the following schedule:

Years	PILOT		Years	PILOT
1	\$427,905		14	\$467,890
2	427,905		15	474,908
3	434,324		16	474,908
4	434,324		17	482,032
5	440,838		18	482,032
6	440,838		19	489,262
7	447,451		20	489,262
8	447,451		21	496,601
9	454,163		22	496,601
10	454,163		23	504,050
11	460,975		24	504,050
12	460,975		25	511,611
13	467,890			

It is expected that the entire Multi-Family Phase of the Project will be constructed at one time, provided, however, the twenty-five years of abatement will begin in the year following substantial completion of any building comprising part of the Multi-Family Phase and the PILOT Payment for such year will be calculated based on the number of rentable doors that are substantially completed and have an occupancy permit as of January 1.

(d) For the Hotel Phase of the Project, an amount equal to 100% of the taxes that would otherwise be due, as calculated by the County Assessor’s Office, but will only be applicable or provided during the construction of the Hotel; provided, however, upon approval by the City Manager of a retail or commercial development in the Hotel Phase, the retail or commercial development will be eligible for abatement on the same terms, and subject to the same conditions as if it were a part thereof, as the Retail Phase. Such abatement for a retail or commercial development in the Hotel Phase shall be for the number of years remaining in the existing Retail Phase, and shall terminate on or before the abatement for the Retail Phase terminates.

(e) The Company will be required to exercise its option pursuant to a Lease to purchase each Project Site and Project no later than December 31 of the twenty-fifth year of the Tax Abatement other than the Hotel Phase that will be purchased no later than December 31 after substantial completion of the Hotel. 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, after reduction for the administrative costs of the City as provided by **Section 8.05** below, 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 Projects . The real property tax exemption provided by the City's ownership of the Projects is expected to apply to all interests in the Projects 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 Projects during the period the City owns the Projects (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 Projects 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 abandons or ceases leasing or marketing activity at any of the Project Sites 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 Sites 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 Projects are, 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 Projects. 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 Projects if such Projects were not owned by the City.

ARTICLE IX

COVENANTS AND AGREEMENTS

Section 9.01. Inspection . The City may conduct such periodic inspections of the Projects 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 Sites to examine and inspect the Projects 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 Projects are 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 Projects, 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 Projects will be purchased, constructed, improved, installed and operated in a manner that is generally consistent with the intent of the Projects 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. In addition, the Company shall represent to the City, and the City shall conclude that, in the sole reasonable opinion of the

City the successor has the financial capability to fulfill the obligations of the Company under this Agreement and possesses the management experience to operate the Project.

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 Projects 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 Projects related to any repair, rebuilding, restoration, replacement, modification or addition to the Projects, 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 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 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 Project shall be used to pay the cost of repairing, restoring, replacing or rebuilding 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 mortgagee or 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 Sites.

(f) The Company shall not, by reason of its inability to use all or any part of the Projects during any period in which the Projects are 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 a Project Site or as provided in any leases with tenants occupying a building on a 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 any Project Site, the Company will deliver to the City a Phase I environmental site assessment addressed to, or with a reliance letter indicating that the City may 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 any of the Project Sites.

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 Projects 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 Projects 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**;
- (e) the Company's failure to comply with all applicable laws regarding the payment of prevailing wages to contractors or subcontractors of the Company;
- (f) 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) Default in the performance or breach of any written agreement (including, but not limited to, memoranda of understanding) entered into between the Company and the City related to the Project or any phase of the Project. In the event that such other agreement (including, but not limited to, memoranda of understanding) provides the Company with different or more restrictive covenants, different or additional events of default and/or greater rights and remedies than are provided to the City in this Agreement, such different or more restrictive covenants, different or additional events of default and/or greater rights and remedies shall automatically be deemed to be incorporated into this Agreement and the City shall have the benefits of such different or more restrictive covenants, different or additional events of default and/or greater rights and remedies as if specifically set forth herein.

(e) 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 (d) 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 Project at issue by written notice to the defaulting party, which termination shall be effective with respect to the applicable Project as of the effective date which is set forth in said notice (but shall not affect any other Project(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 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 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: Timber Trails Land Partners, LLC
21 SE 29th Terrace
Lee's Summit, Missouri 64082
Attention: Jake Loveless

With a copy to: Polsinelli PC
900 W. 48th Place, Suite 900
Kansas City, Missouri 64112

Attention: Curtis Petersen

In the case of the City to: City of Raymore, Missouri
100 Municipal Circle
Raymore, MO 64083
Attention: City Manager

With a copy to: 3304 NE Ralph Powell Road
Lee's Summit, MO 64064
Attention: Raymore 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 Projects.

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 Projects, 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 commercial projects like the Project 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 (i) for the Retail Phase or Multi-Family Phase, has a net worth (determined in accordance with accounting principles generally accepted in the United States) of at least \$3,000,000, or (ii) for the Hotel Phase, (A) has a net worth (determined in accordance with accounting principles generally accepted in the United States) of at least \$3,000,000, or (B) has sufficient experience in the development and operation of comparable hotel projects, the sufficiency of such experience shall be at the City Manager’s sole reasonable determination, 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 Projects, this Agreement and the rights, duties and obligations hereunder as they relate to the each of the Projects 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 Projects.

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, 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. The foregoing shall not apply to leases between the Company, or its assignee, and individuals renting units in the Multi-Family phase.

In addition, each tenant under a sublease for a Project 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.

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:

TIMBER TRAILS LAND PARTNERS, LLC

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT

STATE OF _____)
) ss.
COUNTY OF _____)

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 _____, _____ of Timber Trails Land Partners, LLC, a Missouri limited liability company, who is personally known to me to be the same person who executed the within instrument on behalf of said corporation, and such person duly acknowledged the execution of the same to be the free act and deed of said corporation.

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:

EXHIBIT A

DESCRIPTION OF THE PROJECT SITES

EXHIBIT B

DESCRIPTION OF THE PROJECTS

EXHIBIT C

PREMIUM HOTEL BRAND POLICY

The City will accept the following operating brands to be located within the Hotel Phase of the Project. Individual concepts of each operating brand below are subject to City Manager or City staff approval, which shall be given in his or her sole reasonable discretion.

- Marriott Brands
- Hilton Brands
- IHG (Holiday Inn)
- Hyatt Brands
- Drury

Hotel roof lines must be flat or slanted. Gable roof lines are not allowed unless the location is a convention hotel. The City Manager or City staff, at their sole reasonable discretion, may authorize deviation from these roof line requirements.

EXHIBIT D

FORM OF CERTIFICATE OF COMPLETION OF CONSTRUCTION

CERTIFICATE OF COMPLETION OF CONSTRUCTION

The undersigned, TIMBER TRAILS LAND PARTNERS, 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 acquisition, construction and installation of the [Hotel/Multi-Family/Retail] Phase has been substantially completed in accordance with the Development Agreement.

2. The [Hotel/Multi-Family/Retail] Phase has been substantially completed and installed in a good and workmanlike manner and in accordance with the Plans & Specifications (as defined in the Development Agreement).

3. 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 _____, _____.

TIMBER TRAILS LAND PARTNERS, LLC
a Missouri limited liability company

By: _____
Name: _____
Title: _____

ACCEPTED:

CITY OF RAYMORE, MISSOURI

By: _____

Name: _____

Title: _____

(Insert Notary Form(s) and Legal Description)

EXHIBIT E

COMPANY ENGAGEMENT LETTER

[Date]

Timber Trails Land Partners, LLC
21 SE 29th Terrace
Lee's Summit, Missouri 64082
Attention: Jake Loveless

Re: Raymore, Missouri Taxable Revenue Bonds (Timber Trails Mixed-Use Project)

Dear Jake:

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 a commercial development project to be owned by the City of Raymore, Missouri (the "*Issuer*") and leased to Timber Trails Land Partners, LLC, a Missouri limited liability company ("*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) Prepare the Issuer's declaration of official intent to reimburse Project Costs paid by the Company prior to the issuance of the Bonds.
- (5) 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 Projects, 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 of \$70,000,000, our fee as Chapter 100 Bond Counsel, including the Chapter 100 process, will be: (i) \$25,000 due upon approval of the Chapter 100 Plan and the Development and Performance Agreement, (ii) \$30,000 for the first series of Bonds, and (iii) \$15,000 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:

TIMBER TRAILS LAND PARTNERS, LLC

By: _____
Name: _____
Its: _____
Date: _____, 2023

cc:

EXHIBIT F

RENDERINGS OF THE PROJECTS



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: August 14, 2023

SUBMITTED BY: Trent Salsbury

DEPARTMENT: Public Works

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

TITLE / ISSUE / REQUEST

Bill 3840: Johnston Drive Extension Project

STRATEGIC PLAN GOAL/STRATEGY

2.2.2 Create and maintain a well connected transportation network

FINANCIAL IMPACT

Award To:	Breit Construction LLC
Amount of Request/Contract:	\$497,877
Amount Budgeted:	\$600,000
Funding Source/Account#:	Transportation GO Bond Fund (36-38)

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
September 2023	April 2024

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

Contract

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

The Johnston Drive Extension project will extend Johnston Drive from Outer Road to Dean Avenue.

Bids were received for the Johnston Drive Extension project on August 1, 2023, as follows:

**Infrastructure Solutions LLC	\$468,880.00
Breit Construction LLC	\$497,877.00
Kissick Construction Company Inc.	\$510,647.88
TC Fuller Construction LLC	\$545,714.00
McConnell & Associates	\$672,047.00
Genesis Environmental Solutions Inc.	\$764,836.60
Primetime Contracting Corp	\$793,371.00
Phillips Paving Co., Inc.	\$859,371.27

**Bidder was non-responsive

Breit Construction LLC is the lowest and best bidder in the amount of \$497,877.

BILL 3840

ORDINANCE

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH BREIT CONSTRUCTION LLC FOR THE JOHNSTON DRIVE EXTENSION PROJECT, CITY PROJECT NUMBER 23-426-201, IN THE AMOUNT OF \$497,877 AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS."

WHEREAS, this project is a voter approved General Obligation Bond project and is included in the FY 2023 Capital Budget; and,

WHEREAS, bids for this project were received on August 1, 2023; and,

WHEREAS, Breit Construction 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 a contract in the amount of \$497,877 with Breit Construction LLC for the Johnston Drive Extension project, attached as Exhibit A.

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

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

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

DULY READ THE FIRST TIME THIS 14TH DAY OF AUGUST, 2023.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 28TH DAY OF AUGUST, 2023, BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Baker
Councilmember Barber
Councilmember Burke III
Councilmember Engert
Councilmember Forster
Councilmember Holman
Councilmember Townsend

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature



CITY OF RAYMORE
CONTRACT FOR SERVICES

Johnston Drive Extension

This Contract for the Johnston Drive Extension, hereafter referred to as the **Contract** is made this 28th day of August, 2023, between Breit Construction LLC, an entity organized and existing under the laws of the State of Missouri, with its principal office located at PO Box 551, 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 August 28, 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 23-426-201 and the General Terms and Conditions in Appendix B, commonly referred to as Contract Terms and Conditions and according to Contract Agreement set forth here. Contractor agrees to provide all labor, materials, tools, permits, and/or professional services and perform the contracted work in accordance with all specifications, terms and conditions as set forth within the proposal documents, including bonding, insurance, prevailing wage requirements, and termination clauses as needed or required. The work as

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

ARTICLE II TIME OF COMMENCEMENT AND COMPLETION

The work shall take a maximum of **60** calendar days. The date of substantial completion shall be that date when the project or portions of the project are officially accepted by the Owner through formal action of the City Council for utilization of the project for its intended purpose. The City shall be the sole determiner as to the fulfillment of the work as described.

ARTICLE III CONTRACT SUM AND PAYMENT

The Contractor agrees to perform all work described in the Contract Documents in the amount of \$497,877.

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

The City Manager has the authority for change orders.

ARTICLE IV CONTRACT PAYMENTS

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

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

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

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

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

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

ARTICLE V INSURANCE REQUIREMENTS

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

ARTICLE VI DAMAGES/DELAYS/DEFECTS

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

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

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

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

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

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

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

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

ARTICLE VII RESPONSIBILITIES

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

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

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

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

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

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

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

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

Contract is subject to the State of Missouri Prevailing Wage Laws (Cass County Annual Wage 30) if the project is over \$75,000. The contractor shall include the provisions of this clause in all subcontracts for work to be performed by subcontractors under this contract so that provisions of this clause are binding upon subcontractors.

ARTICLE VIII CANCELLATION AND/OR TERMINATION OF AGREEMENT

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

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

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

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

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

ARTICLE IX ARBITRATION

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

ARTICLE X WARRANTY

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

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

ARTICLE XI
REQUIRED SAFETY TRAINING

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

ARTICLE XII
NOTICE OF PENALTIES FOR FAILURE
TO PROVIDE SAFETY TRAINING

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

ARTICLE XIII
AFFIDAVIT of WORK AUTHORIZATION

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

- * submitting the attached AFFIDAVIT OF WORK AUTHORIZATION and
 - * providing documentation affirming the bidder's enrollment and participation in a federal work authorization program (see below) with

respect to the employees proposed to work in connection with the services requested herein.

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

ARTICLE XIV
ENTIRE AGREEMENT

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

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

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

THE CITY OF RAYMORE, MISSOURI

By: _____
Jim Feuerborn, City Manager

Attest: _____
Erica Hill, City Clerk

(SEAL)

BREIT CONSTRUCTION LLC

By: _____

Title: _____

Attest: _____

APPENDIX A
SCOPE OF SERVICES AND SPECIAL PROVISIONS

Johnston Drive Extension

ANTICIPATED SCOPE OF SERVICES:

This primary work for this project will be the construction of approximately 700' of new road. There will also be approximately 1700 SY of Mill and overlay work as well as small amounts of storm sewer and waterline work.

1. SPECIFICATIONS WHICH APPLY

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

2. PROJECT AWARD

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

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

3. PROJECT COMPLETION AND SCHEDULE

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

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

Contractor shall complete work within **60** calendar days of execution of the Notice to Proceed.

4. ENGINEER

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

5. GENERAL CONDITIONS

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

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

6. MEASUREMENT AND PAYMENT

It is the intent of the proposal that the total bid, as submitted, shall cover all work shown on the contract drawings and required by the specifications and other contract documents. All costs in connection with the work, including furnishing of all the materials, equipment, supplies, and appurtenances, and performing all necessary labor to fully complete the work, shall be included in the unit and lump sum prices named in the bid. No item or work that is required by the contract documents for the proper and successful completion of the contract will be paid for outside of or in addition to the prices submitted in the bid. All work not specially set forth in the proposal as a pay item shall be considered a subsidiary obligation of the Contractor and all costs in connection therewith shall be included in the prices named in the bid.

- A. **Mobilization, Bonds, and Insurance:** Mobilization, Bonds and Insurance will be considered a lump sum item for payment. The total lump sum price for this item shall not exceed 5% of the total base bid price.
- B. **Clearing and Grubbing:** Clearing shall consist of removing all vegetative matter such as trees, brush, down timber and other objectionable materials found on or above the surface of the site. It shall include removing buildings, fences, lumber, waste dumps and trash and the salvaging of such materials as may be specified and disposing of the debris. Grubbing shall consist of removing and disposing of all vegetative matter such as stumps, roots, buried trees and brush encountered below the surface of the ground or subgrade.
- C. **2" Milled Asphalt Surface (Full width of Johnston Drive):** 2" milled asphalt surface shall be paid for at the unit bid price per square yard. The unit bid price shall include all materials, labor, equipment, traffic

control, hauling and disposal of millings to complete the work. Contractor to retain the millings.

- D. **2" Surface (Type 3-01, includes full width milled area:** Full 2" Thick APWA Type 3 (3-01) Surface Asphalt shall be paid for at the unit bid price per square yard. The unit bid price for this line item shall include all labor, equipment, and materials to place the surface course as per specification and plan. Tack oil is to be UltraTack, Trackless Tack NTSS-1HM manufactured by Blacklidge applied at the residual rate of 0.06 gal/sq yd, CAT-TAC trackless tack manufactured by Hunt Refining applied at the same rate, or other approved trackless tack oil. Paving will not begin until the tack has broken. Nuclear density testing of the surface lift shall be considered subsidiary to this line item. See APWA section 2200 for additional information.
- E. **7" Base (type 1-01):** 7" Thick APWA Type 1 (1-01) RC Base Asphalt shall be paid for at the unit bid price per square yard. The unit bid price for this line item shall include all labor, equipment, and materials to place the base lifts as per specification and plan. Nuclear density testing of each lift shall be considered subsidiary to this line item and is required before subsequent lifts are placed. Tack oil is to be Ultra Tack, Trackless Tack NTSS-1HM manufactured by Blacklidge applied at the residual rate of 0.06 gal/sq yd, CAT-TAC trackless tack manufactured by Hunt Refining applied at the same rate, or other approved trackless tack oil. Paving will not begin until the tack has broken. See APWA section 2200 for additional information.

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

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

The adjustment is calculated using the following formula

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

Where:

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

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

- F. **6" Cement Stabilized Subgrade:** Cement Stabilization of subgrade shall be paid for at the unit bid price per square yard. The unit bid price shall include all labor, equipment, and materials to construct a stabilized road subgrade. The subgrade soils shall be treated with a minimum of 6% portland cement on a dry soil weight basis. The cement shall be thoroughly mixed with existing soils and compacted to at least 95% of the material's standard proctor maximum dry density, and within 0 to +3 of the material's optimum moisture content, as determined in general accordance with ASTM procedures. Each lift of compacted-engineered fill shall be tested and documented prior to placement of subsequent lifts. The work provided herein will not be measured for payment but will be considered a plan quantity.

- G. **Type CG-1 Curb and Gutter:** Type CG-1 Curb and Gutter shall be paid at the unit bid price per linear foot. The unit bid price for this line item shall include all labor, materials and equipment required to construct per plan location and detail. Concrete shall be a KCMMB 4K mix and the contractor shall observe APWA Hot and Cold weather construction practices as per Raymore City Specifications.

- H. **24" & 30" HDPE :** Storm Sewer Pipe items shall be paid for at the unit bid price per linear foot. The unit bid prices for these items shall include all labor, equipment, materials, excavation, bedding and backfill, including ab-3 or flowable backfill under all street pavement, to place the storm sewer as per plan locations and specifications. Measurement shall be from inside face to inside face, rounded to the nearest foot. Concrete collars are considered subsidiary to this line item.

- I. **Curb Inlets and Junction Boxes:** Curb Inlets and Junction Boxes shall be at the unit bid price per each. The unit bid price shall include all labor, equipment and materials required to install the inlets as per plan location and specifications. No additional payment shall be made for additional depth inlets.

- J. **Connect Storm at Existing Inlet:** connection to existing storm shall be measured by each concrete collar acceptably placed including cutting of existing structure as required, excavation, forming, reinforcing, pouring and backfilling to provide a finished product. Payment shall be made at the contract unit price bid as shown in the proposal for "

connect storm at existing inlet". Payment shall be full compensation for furnishing and installing all materials and appurtenant work.

- K. **6' Sidewalk Replacement:** Concrete Sidewalk shall be paid for at the unit bid price per Linear Foot. This shall include removal of existing sidewalk in designated areas as well as replacement of the sidewalk including all labor, equipment and materials required to construct concrete sidewalk as per plan location and detail. Concrete shall be a KCMMB 4K mix and the contractor shall adhere to APWA Hot and Cold weather practices as per Raymore City Specifications.
- L. **8" C-900 Waterline:** 8", C-900 Dr-14 Waterline shall be measured and paid for at the unit bid price per Linear Foot (LF). All required bolts shall be stainless steel. The unit cost for this item shall include all surveying, excavation, disposal of excavated materials, materials, fittings, tee's, bends, plugs, tracer wire, warning tape, straddle and thrust blocks, disinfection, backfilling, testing, and removal of all construction debris & site grading. The pipe will be measured for payment in actual linear foot of pipe installed.
- M. **8" on 8" Tapping Sleeve and Valve:** The 8" on 8" Tapping Sleeve and Valve bid item shall be paid per Each (ea). The contractor shall connect the new waterline to the existing waterline utilizing a tapping sleeve and valve. The new waterline will be placed into service once testing has been completed. The unit cost for this item shall include all materials, tapping sleeve and valve, fittings, necessary labor, excavation, backfill and equipment required to connect the proposed waterline to the existing waterline.
- N. **Fire Hydrant/ End of Line Assembly:** Fire Hydrant/ End of Line Assembly will be paid for at the unit bid price per each. The unit bid price shall include all materials, labor and equipment required to install the new hydrants. Installation of the hydrant shall be per City specifications, including thrust blocks, anchor couplings and any necessary restraint. Any additional pipe needed to install the hydrant shall be considered subsidiary to the bid item. The fire hydrant shall be Clow Medallion or approved equal.
- O. **Adjust Fire Hydrant:** Adjust Fire Hydrant shall be paid for at the unit bid price per each. The unit bid price shall include all labor, equipment, materials, and appurtenances required to adjust fire hydrants as per Raymore City Specifications.
- P. **Traffic Control:** Traffic Control shall be considered a lump sum for payment. The unit bid cost for this item shall include all materials, labor and equipment required to provide a safe working environment

including, but not limited to, all signage to control traffic through the work area as required by the MUTCD.

- Q. **Erosion control:** Erosion Control shall be considered a lump sum for payment. The unit bid price shall include all labor, equipment, and materials to install, maintain and remove erosion control measures including inlet and junction box protection, silt fence, ditch checks, erosion control and rock blankets, temporary seeding, appurtenances and other measures required to meet the requirements of the SWPPP and Land Disturbance Permit.
- R. **Stop Sign:** Signage shall be paid for by Each unit installed. The unit bid price shall include all labor, equipment, and materials to install signs as per the MUTCD at locations indicated on the plans.
- S. **Storm Demo:** Storm Demo shall be considered a lump sum item for payment. The unit cost for this line item shall include all labor, materials and equipment necessary to demo the existing storm infrastructure for construction as per plan. This includes any necessary Demolition and Removal and disposal of existing improvements, shown on the plans.
- T. **Working Hours:** No work shall start before 7:00 A.M. including maintenance of equipment. ALL streets will be open to traffic no later than 4:00 p.m. unless expressly authorized in writing by the City Engineer. The City Engineer shall approve all work to be performed on Saturday, Sunday and on any holidays. All requests for doing such work shall be given 48 hours in advance.
- U. **Signing:** The Contractor will furnish adequate signs, barricades, warning lights and all other equipment necessary in accordance with the Manual on Uniform Traffic Control Devices, to direct and re-route traffic and will furnish flagmen and other personnel necessary to provide the required traffic control in accordance with the approved schedule of operations.
- V. **Construction Schedule:** After being awarded the contract, the Contractor shall immediately prepare and submit for approval by the City, a construction schedule that will insure completion of the project within the contract time. The schedule shall be submitted to the Engineer within ten (10) calendar days after issuance of the notice of award. The Contractor will notify the City immediately of any significant changes in the submitted schedule of work.
- W. **Weather Limitations:** The contractor shall follow the Mid-West Concrete Industry Board, Inc (M CIB) Sections 10 and 11 for cold or hot

weather concrete. With the following exception: concrete shall not be placed when temperatures are below 34 °F.

7. BIDDING INFORMATION

7.1 Project is tax exempt.

CITY OF RAYMORE, MISSOURI
RFP # 23-426-201

Appendix B
General Terms and Conditions

A. *Procedures*

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

B. *Contract Period*

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

C. *Insurance*

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

1. General Liability

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

Minimum Limits - General Liability:

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

2. Excess/Umbrella Liability

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

3. Automobile Liability

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

Minimum Limits - Automobile Liability:

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

4. Workers' Compensation

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

D. *Hold Harmless Clause*

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

E. *Exemption from Taxes*

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

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

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

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

Contractor agrees to pay all employees involved in this contract the required wages as listed in the prevailing Wage Order 30 for Cass County, Missouri, USA.

G. *Invoicing and Payment*

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

Invoices shall be based on the following schedule:

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

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

H. *Cancellation*

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

I. *Contractual Disputes*

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

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

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

J. *Severability*

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

K. *Applicable Laws*

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

L. *Drug/Crime Free Work Place*

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

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

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

M. *Inspection*

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

N. *No Escalation of Fees*

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

O. *Safety Training*

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

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

The contract resulting from this solicitation is subject to the State of Missouri Prevailing Wage Law (Cass County Wage Order 30). The Contractor shall include the provisions of this clause in all subcontracts for work to be performed by subcontractors under this contract so that provisions of this clause are binding upon subcontractors.

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

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

Q. *Permits/Certificates*

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

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

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

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

R. *Mobilization, Bonds and Insurance*

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

Payment shall be made on the following schedule.

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

S. *Bid Bond*

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

T. *Performance Bond*

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

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

U. Payment Bond

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

V. Maintenance Bond

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

W. Rejection of Bids

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

X. Release of Information

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

Y. American Products

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

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

Z. Affidavit of Work Authorization and Documentation

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

* submitting the attached AFFIDAVIT OF WORK AUTHORIZATION and

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

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

PROPOSAL FORM A
RFP 23-426-201

PROPOSAL VALIDITY AND COMMITMENT TO SIGN AGREEMENTS

I (authorized agent) Andrew Breit having authority to act on behalf of (Company name) Breit Construction LLC do hereby acknowledge that (Company name) Breit Construction LLC 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: Breit Construction LLC

ADDRESS: PO Box 551
Street

ADDRESS: Raymore MO 64083
City State Zip

PHONE: (913) 485-8008

E-MAIL: andy.breit@breitconstructionllc.com

DATE: 8/1/2023  - General Manager
(Month-Day-Year) Signature of Officer/Title

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

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

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

PROPOSAL FORM B
RFP 23-426-201

CONTRACTOR DISCLOSURES

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

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

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

Legal Matters

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

___ Yes X 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 X 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 23-426-201

EXPERIENCE / REFERENCES

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

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

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

COMPANY NAME	City of Raymore
ADDRESS	100 Municipal Cir Raymore, MO 64083
CONTACT PERSON	Mike Krass
CONTACT EMAIL	mkrass@raymore.com
TELEPHONE NUMBER	(816) 331-0488
PROJECT, AMOUNT AND DATE COMPLETED	Various

COMPANY NAME	Onsite Construction Group LLC
ADDRESS	2610 NW Expressway, Suite A Oklahoma City, OK 73112
CONTACT PERSON	Jesse Baumann
CONTACT EMAIL	jesse.bauman@onsite-cg.com
TELEPHONE NUMBER	(816) 562-7188
PROJECT, AMOUNT AND DATE COMPLETED	Various

COMPANY NAME	Good-Otis LLC
ADDRESS	PO Box 644 Raymore, MO 64083
CONTACT PERSON	Reeve Marksbury
CONTACT EMAIL	reeve@thegoodranch.com
TELEPHONE NUMBER	(816) 585-7328
PROJECT, AMOUNT AND DATE COMPLETED	Various

COMPANY NAME	Wil-Pav, Inc.
ADDRESS	12900 E Kentucky Rd Sugar Creek, MO 64050
CONTACT PERSON	Dan Ward
CONTACT EMAIL	dan@wilpav.com
TELEPHONE NUMBER	(816) 836-1786
PROJECT, AMOUNT AND DATE COMPLETED	Various

COMPANY NAME	Ryan Companies
ADDRESS	215 E. 18th Street Ste. 22 Kansas City, MO 64108
CONTACT PERSON	Tyler Lange
CONTACT EMAIL	tyler.lange@ryancompanies.com
TELEPHONE NUMBER	(712) 660-1324
PROJECT, AMOUNT AND DATE COMPLETED	Westport Commons - \$931,253 - In Progress

State the number of Years in Business: 39

State the current number of personnel on staff: 14

PROPOSAL FORM D
RFP 23-426-201

Proposal of Breit Construction LLC, organized and
(Company Name)
existing under the laws of the State of Missouri, doing business
as a partnership (*)

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. 23-426-201 - Johnston Drive Extension.

This work is to be performed in strict accordance with the Plans and Specifications, including addendum number(s) 1-3, issued thereto, receipt of which is hereby acknowledged for the following unit prices.

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

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

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

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

****REVISED** BID PROPOSAL FORM E – Project No. 23-426-201**

**Johnston Drive Extension
 Base Bid**

Bid Items	Units	Estimated Quantities	\$/Units	Total
Mobilization, Bonds and Insurance	LS	1	24,545	24,545
Clearing and Grubbing	LS	1	2,847	2,847
2" Milled Asphalt Surface (Full width of Johnston Dr.)	SY	1660	6.25	10,375
2" Surface (Type 3-01, includes full width milled area)	Ton	479	129	61,791
7" Base (Type 1-01) ¹	Ton	1062	85	90,270
6" Min. Stabilized Compacted Subgrade	CY	541	50	27,050
Earthwork	LS	1	62,984	62,984
Type CG-1 Curb and Gutter	LF	1860	25.20	46,872
24" HDPE	LF	657	82	53,874
30" HDPE	LF	37	122	4,514
5' X 4' Curb Inlet	EA	1	6,649	6,649
6' X 4' Curb Inlet	EA	2	7,350	14,700
5' X 4' Junction Box	EA	1	7,654	7,654
Connect Storm at Existing Inlet	EA	1	4,788	4,788
6' Sidewalk Replacement	LF	22	75	1,650
8" C-900 Waterline ²	LF	140	88	12,320
8" on 8" Tapping Sleeve and Valve	EA	2	10,462	20,924
Fire Hydrant/ End of Line Assembly	EA	2	9,342	18,684
Adjust Fire Hydrant	EA	3	2,675	8,025
Traffic Control	LS	1	4,216	4,216
Erosion Control	LS	1	8,149	8,149
Stop Sign	EA	1	893	893
Storm Demo	LS	1	4,103	4,103

- 1 - Includes the 12" removed with the saw cut
- 2 - All bends and blocking needed shall be subsidiary to pipe

Company Name Breit Construction LLC

Total Base Bid for Project Number: 23-426-201

\$ 497,877

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

(\$ Four hundred ninety-seven thousand eight hundred seventy-seven dollars)

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

**BID PROPOSAL FORM E – RFP 23-426-201
CONTINUED**

Company Name Breit Construction LLC

By 
Authorized Person's Signature

Andrew Breit - General Manager
Print or type name and title of signer

Company Address PO Box 551
Raymore, MO 64083

Phone (913) 485-8008

Fax (816) 322-1241

Email andy.breit@breitconstructionllc.com

Date 8/1/2023

ADDENDA

Bidder acknowledges receipt of the following addendum:

Addendum No. 1

Addendum No. 2

Addendum No. 3

Addendum No. _____

Addendum No. _____

Addendum No. _____

LATE BIDS CANNOT BE ACCEPTED!

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



ADDENDUM NO. 1
Johnston Drive Extension
Project #23-426-201

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

Addendum No. 1 - Questions.

1. Question: Will Earthworks be added to the bid tab?

Response: No

2. Question: Is there a Geotech report available?

Response: No

3. Question: Will Rock Excavation (if applicable) be added to the bid tab?

Response: No

4. Question: Who will be responsible for testing / permits

Response: The contractor as per city specifications

5. Question: Regarding Cement Stabilization. Are substitutions available / permitted?

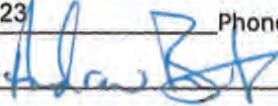
Response: The City would consider alternatives submitted by a geotech.

6. Question: Is there an Engineer's estimate available?

Response: No

Any other questions regarding this proposal shall be submitted to Kim Quade, CPPB by email at kquade@raymore.com or by phone at (816) 892-3045. There will be no questions allowed after July 21, 2023 at 5 p.m.

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

Company Name: Breit Construction LLC
By: Andrew Breit
Title: General Manager
Address: PO Box 551
City, State, Zip: Raymore, MO
Date: 8/1/2023 Phone: (913) 485-8008
Signature of Bidder: 

ADDENDUM MUST BE SUBMITTED WITH BID

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



ADDENDUM NO. 2
Johnston Drive Extension
Project #23-426-201

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

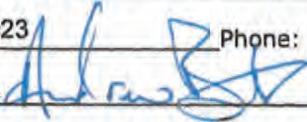
Addendum No. 2 - DATE CHANGE

1. Clarification: Bid opening date has changed.

Bids due Tuesday August 1st, 2023 at 11:00 am.

Any other questions regarding this proposal shall be submitted to Kim Quade, CPPB by email at kquade@raymore.com or by phone at (816) 892-3045.

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

Company Name: Breit Construction LLC
By: Andrew Breit
Title: General Manager
Address: PO Box 551
City, State, Zip: Raymore, MO
Date: 8/1/2023 Phone: (913) 485-8008
Signature of Bidder: 

ADDENDUM MUST BE SUBMITTED WITH BID

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



ADDENDUM NO. 3
Johnston Drive Extension
Project #23-426-201

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

Addendum No. 3 - Questions and Clarification.

1. Question: What testing will be required by Raymore?

Response: One standard concrete test on the curbs (4 cylinders, slump & air)
Nuclear density testing to confirm compaction of the subgrade
One test to confirm the Marshall properties of the base asphalt
One test to confirm the Marshall properties of the surface asphalt
Nuclear density to confirm compaction of the base and surface asphalt.

2. Question: What permits will be required by Raymore?

Response: The contractor will not be responsible for any costs for permits required by the City.

3. Clarification: On the bid tab for Fire Hydrant/ End of Line Assembly, the bid tab shows three (3)...we're only seeing two (2) on the plans.

Response: There are only two. Bid tab has been revised. See attached.

4. Clarification: Where the city would like earthwork to go on the bid tab if cuts/fills will not be added.

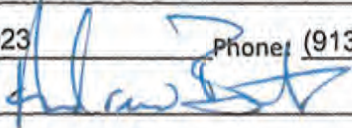
Response: The bid tab has been revised adding a lump sum line item for Earthwork. See attached.

Appendix A, Scope of Services and Special Provisions, Section 6 Measurement and Payment, Subsection X has been added as follows:

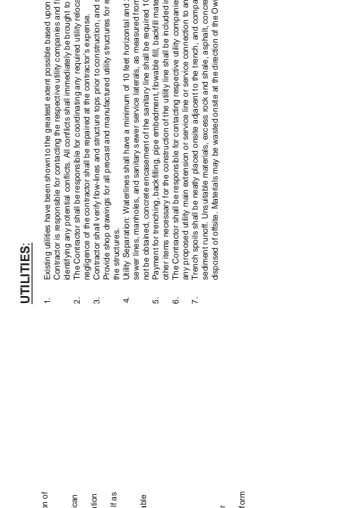
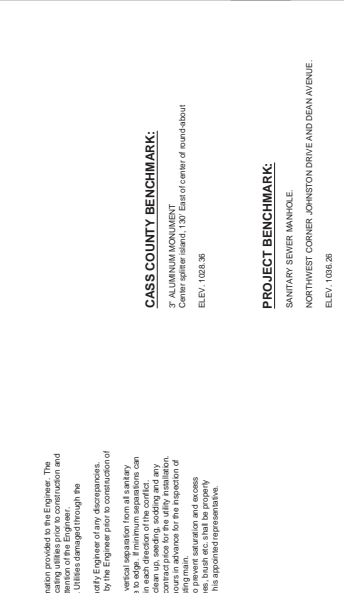
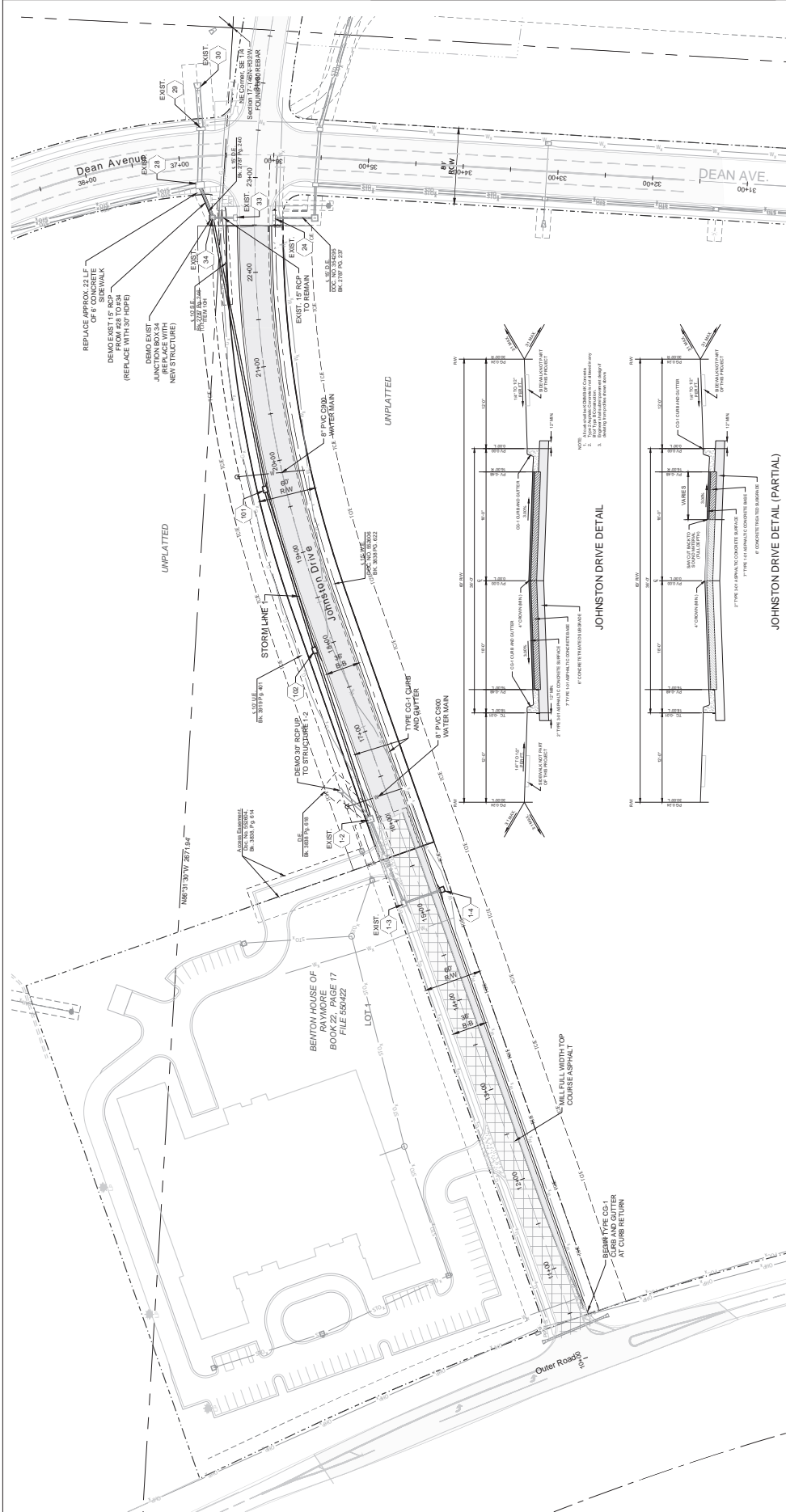
X. **Earthwork:** Earthwork shall be considered as a lump sum item for payment. The lump sum shall cover all costs associated with removing or placing suitable materials to bring the project to grade. Any excess shall be removed by the contractor.

Any other questions regarding this proposal shall be submitted to Kim Quade, CPPB by email at kquade@raymore.com or by phone at (816) 892-3045. There will be no questions allowed after July 27, 2023 at 5 p.m.

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

Company Name: Breit Construction LLC
By: Andrew Breit
Title: General Manager
Address: PO Box 551
City, State, Zip: Raymore, MO
Date: 8/1/2023 Phone: (913) 485-8008
Signature of Bidder: 

ADDENDUM MUST BE SUBMITTED WITH BID



UTILITIES:

- Existing utilities have been shown to the greatest extent possible based upon information provided to the Engineer. The Contractor shall verify the location and depth of all utilities prior to construction. All conflicts shall be resolved and identified in a utility conflict report submitted to the Engineer.
- Contractor shall immediately report any utility conflicts to the Engineer. Utility conflicts shall be resolved through the negotiation of the contractor and the Engineer. Utility conflicts shall be resolved through the negotiation of the contractor and the Engineer.
- Contractor shall verify low-voltage and structure type prior to construction, and shall notify the Engineer of any discrepancies. Contractor shall verify low-voltage and structure type prior to construction, and shall notify the Engineer of any discrepancies.
- Utility separation shall be a minimum of 12 inches from the structure. The Contractor shall verify the location and depth of all utilities prior to construction. All conflicts shall be resolved and identified in a utility conflict report submitted to the Engineer.
- The Contractor shall be responsible for coordinating respective utility contractor activities in advance for the utility installation. Trenching shall be done in a staggered fashion to avoid conflicts. Trenching shall be done in a staggered fashion to avoid conflicts.
- Trenching shall be done in a staggered fashion to avoid conflicts. Trenching shall be done in a staggered fashion to avoid conflicts.
- Contractor shall verify the location and depth of all utilities prior to construction. All conflicts shall be resolved and identified in a utility conflict report submitted to the Engineer.

GENERAL NOTES:

- The Engineer shall be responsible for the design of all utilities shown on this plan. The Contractor shall be responsible for the construction of all utilities shown on this plan.
- The Contractor shall be responsible for the construction of all utilities shown on this plan. The Contractor shall be responsible for the construction of all utilities shown on this plan.
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CASS COUNTY BENCHMARK:
 2" ALUMINUM MARKER
 CENTER OF DEAN AVENUE
 ELEV. 1035.36

PROJECT BENCHMARK:
 SANITARY SEWER MANHOLE
 NORTHWEST CORNER JOHNSTON DRIVE AND DEAN AVENUE
 ELEV. 1035.36

JOHNSTON DRIVE IMPROVEMENTS OUTER ROAD TO DEAN AVENUE RAYMORE, MISSOURI

SCHLAGEL
ENGINEERS, PLANNERS, SURVEYORS, LANDSCAPE ARCHITECTS
WWW.SCHLAGELANDASSOCIATES.COM
(913) 492-6156 • Fax: (913) 492-6400

PREPARED BY:

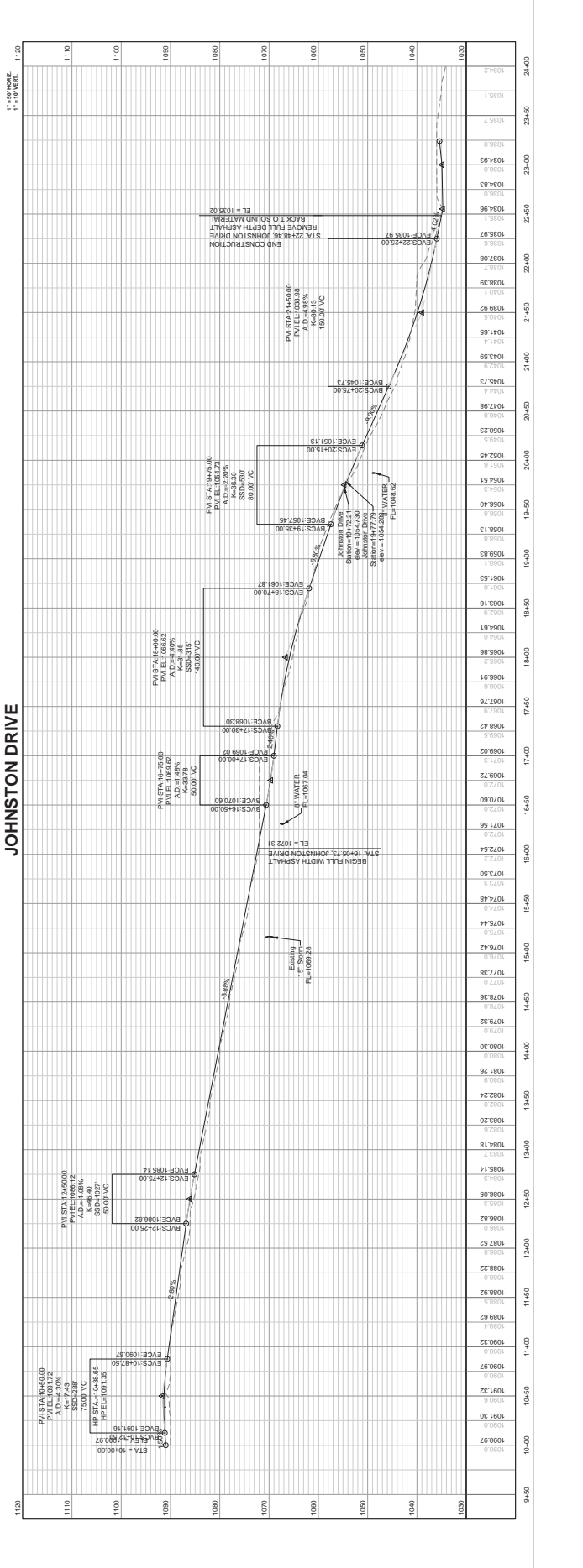
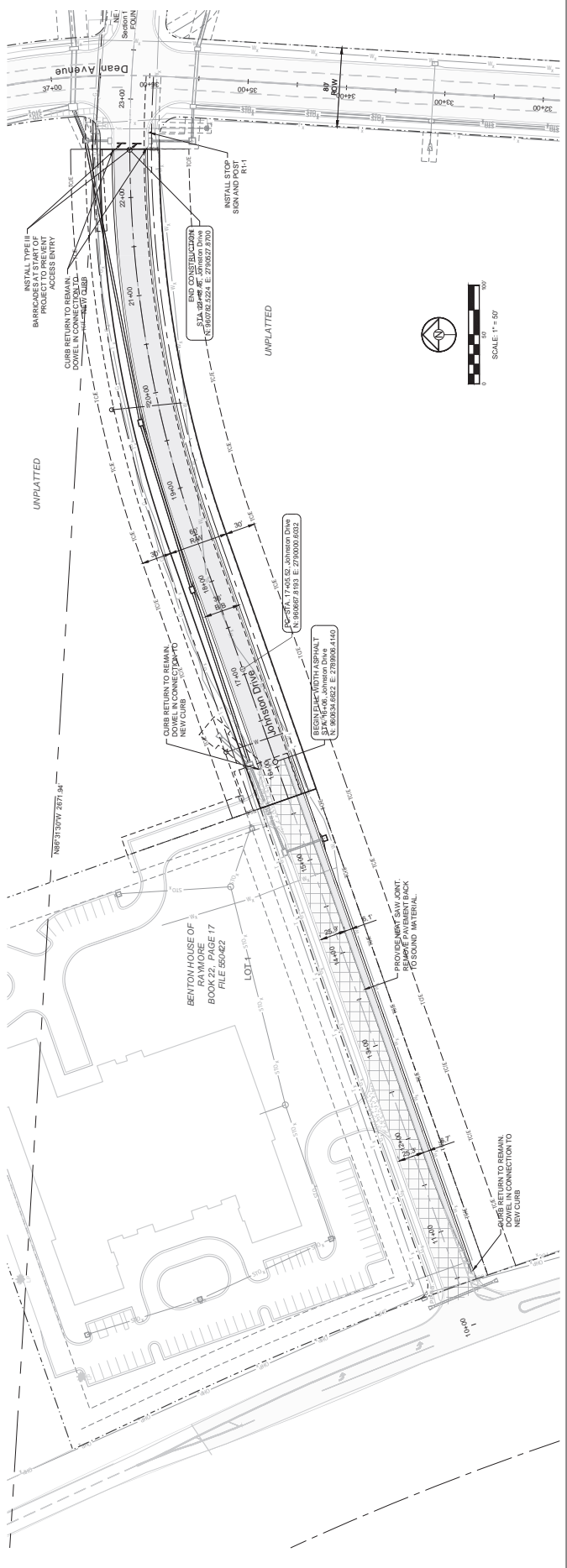


SCHLAGEL & ASSOCIATES PA

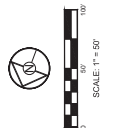
DATE	DESCRIPTION
5/1/2023	REVISED QUANTITY TABLE
5/1/2023	REVISED VOLUME TYPE IN QUANTITY LIST
DRAWN BY: JAC	
CHECKED BY: JAC	
APPROVED BY: JAC	

JOHNSTON DRIVE IMPROVEMENTS
OUTER ROAD TO DEAN AVENUE
RAYMORE, MISSOURI

August 14, 2023
City Council Packet
Page 21 of 272
SHEET



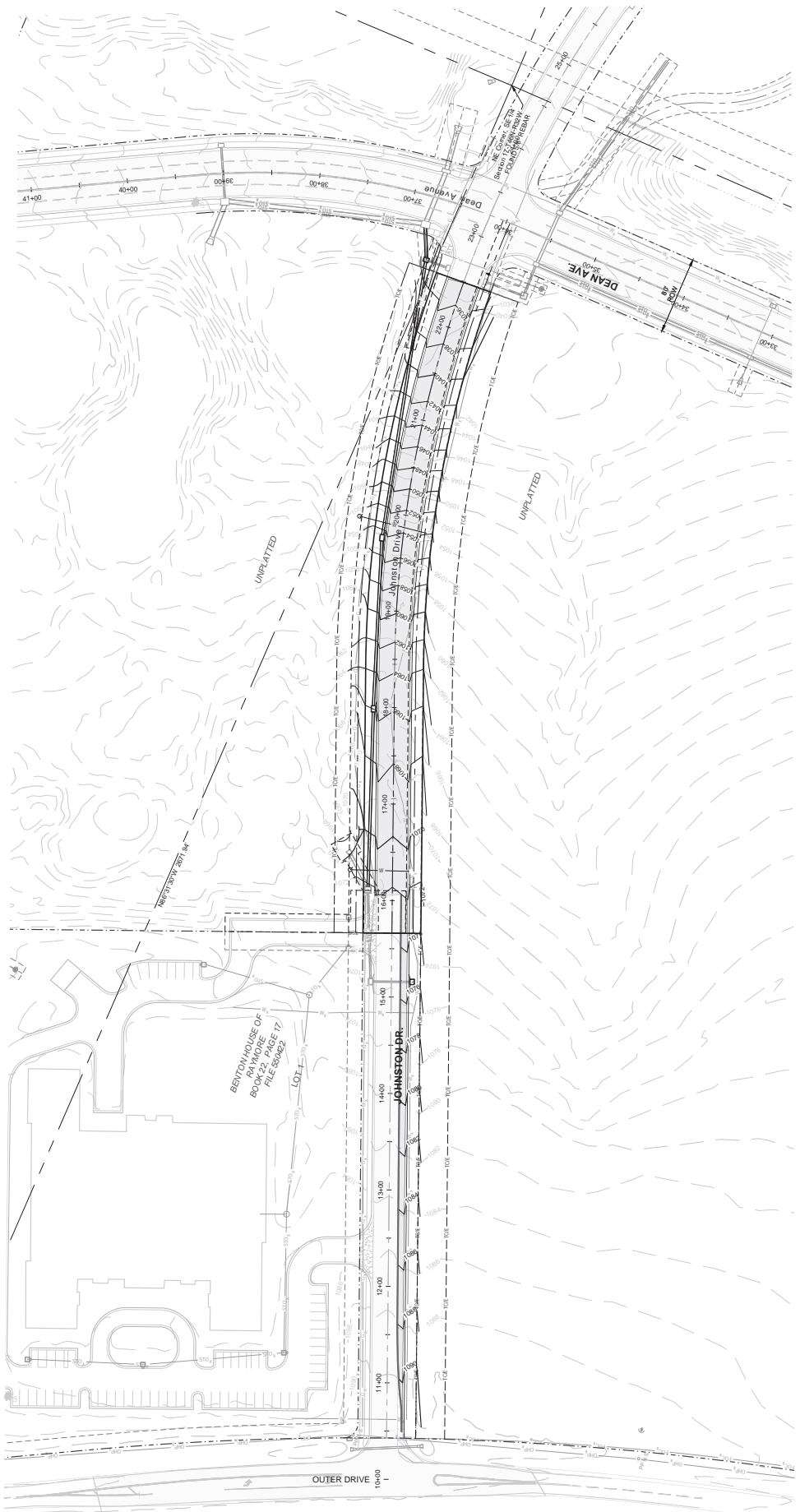
NO.	DATE	DESCRIPTION
1	5/15/2023	FOR COMMENTS RECEIVED (4/25/23)
2	5/15/2023	REVISED QUANTITY TAKE
3	5/15/2023	REVISED QUANTITY TAKE
4	5/15/2023	REVISED QUANTITY TAKE IN QUANTITY LIST

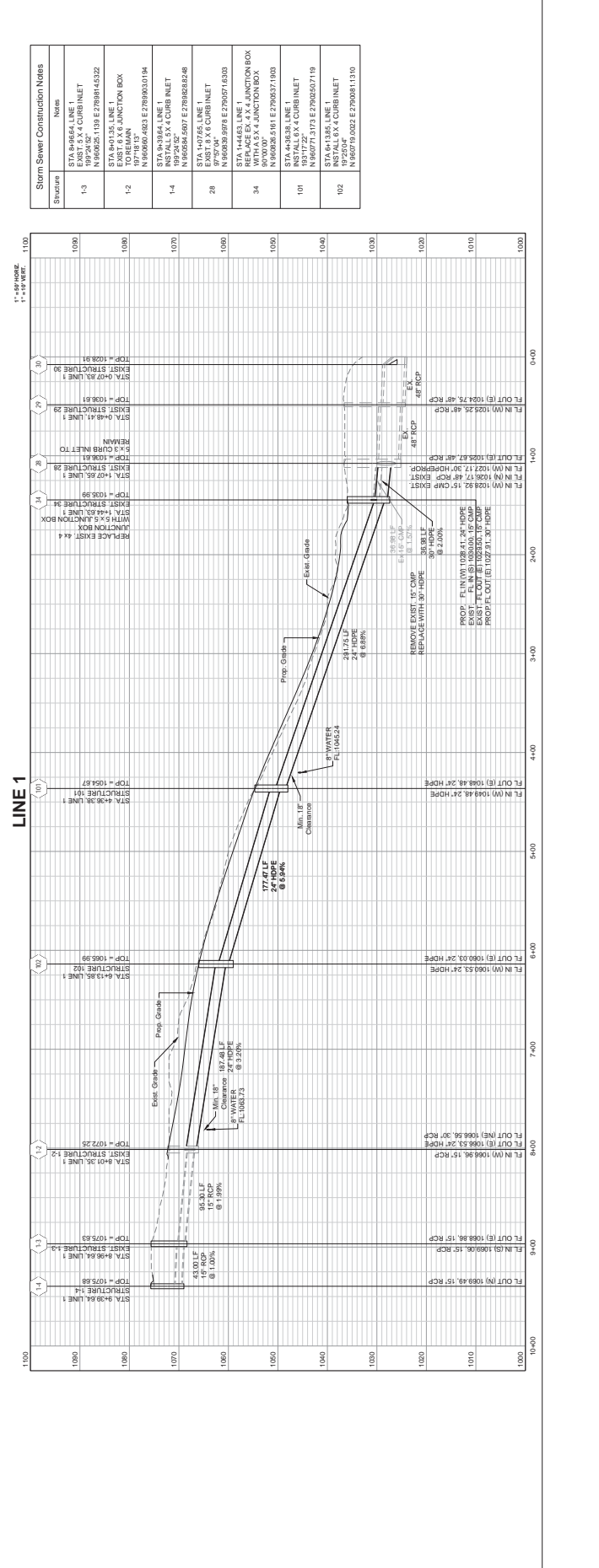
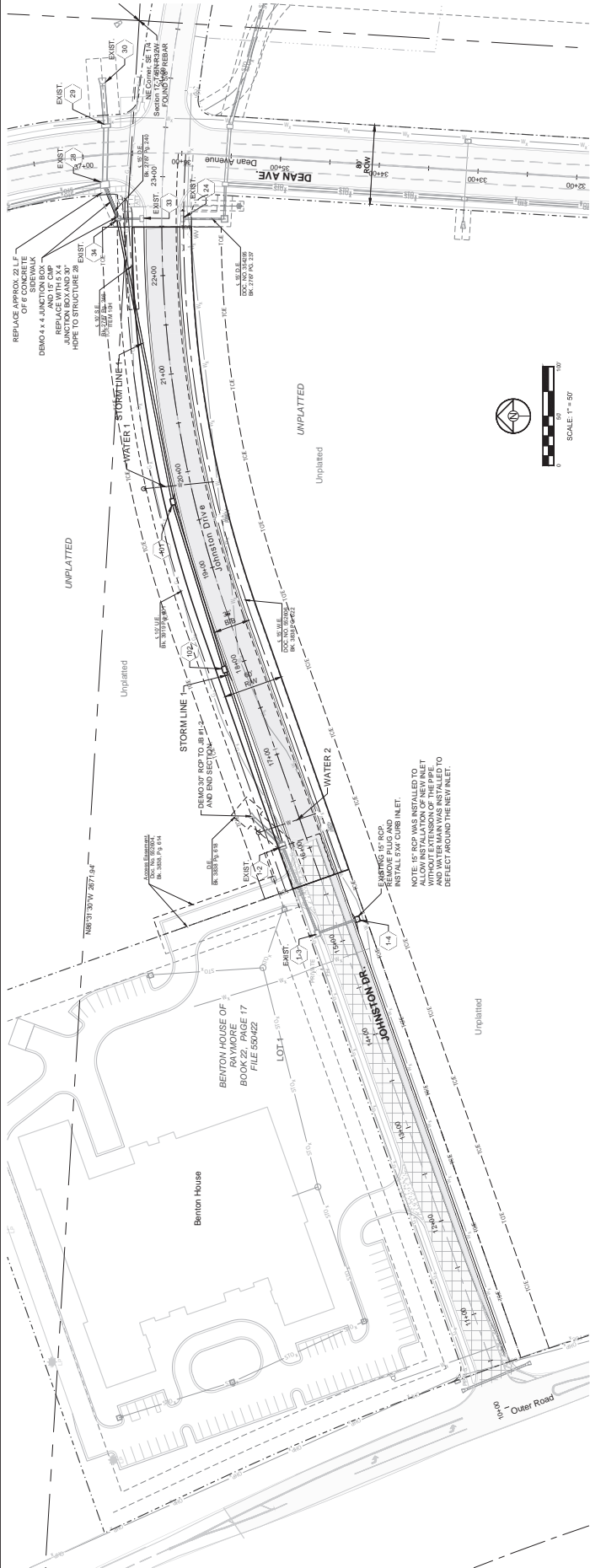


JOHNSTON DRIVE IMPROVEMENTS
 OUTER ROAD TO DEAN AVENUE
 100 MUNICIPAL CIRCLE RAYMORE, MISSOURI



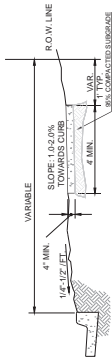
PREPARED BY:
 SCHLAGEL & ASSOCIATES P.A.
 14822 WILSON DRIVE, SUITE 100, RAYMORE, MISSOURI 64083
 WWW.SCHLAGELASOCIATES.COM
 (913) 492-5158 • FAX: (913) 492-8400
 ENGINEERS, PLANNERS, SURVEYORS, LANDSCAPE ARCHITECTS



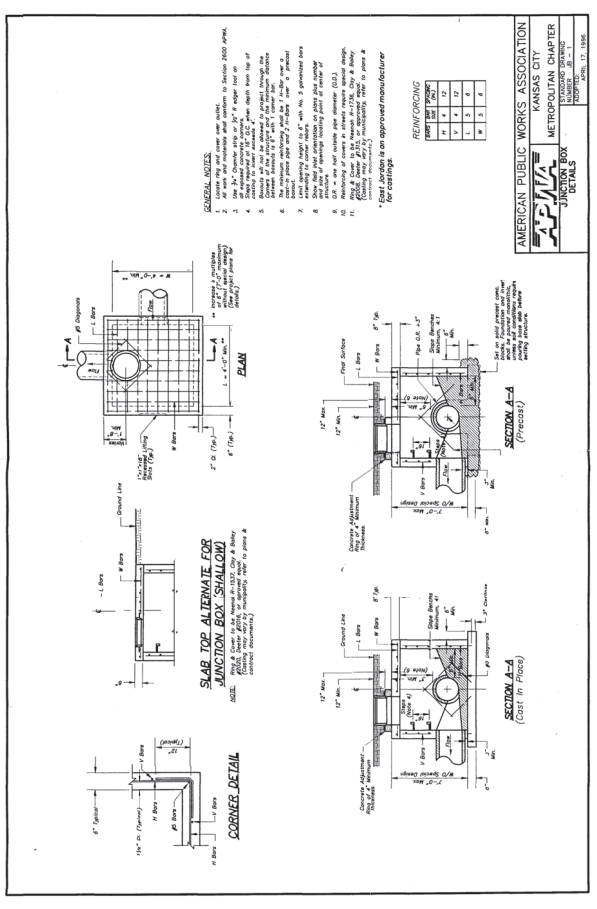
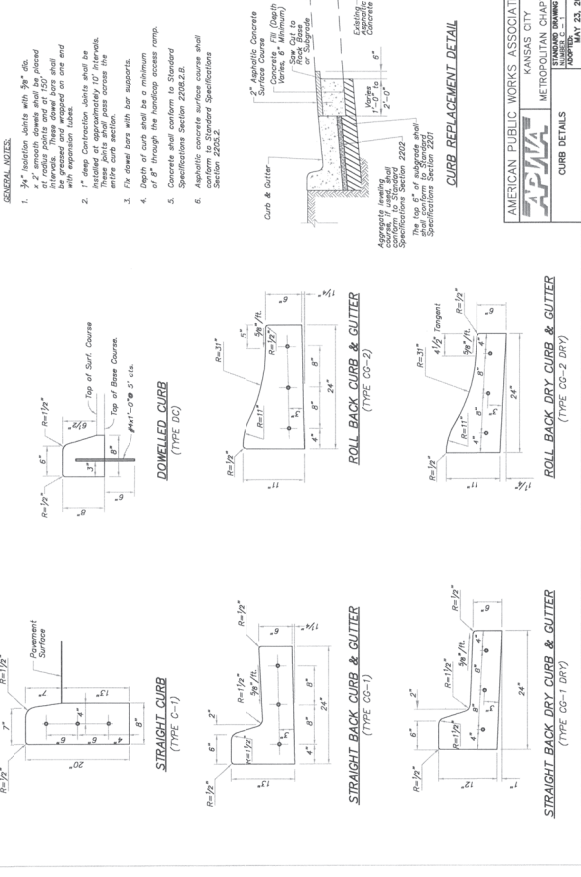
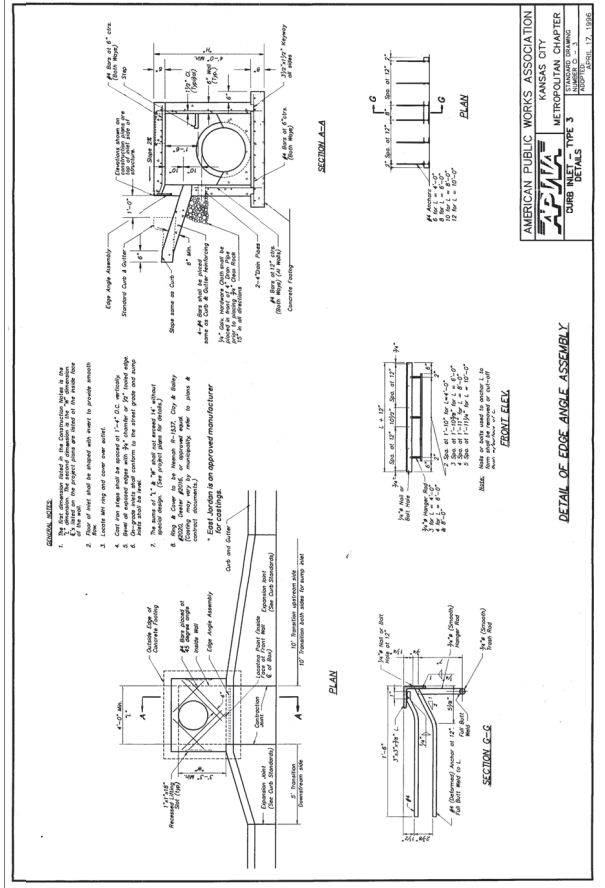


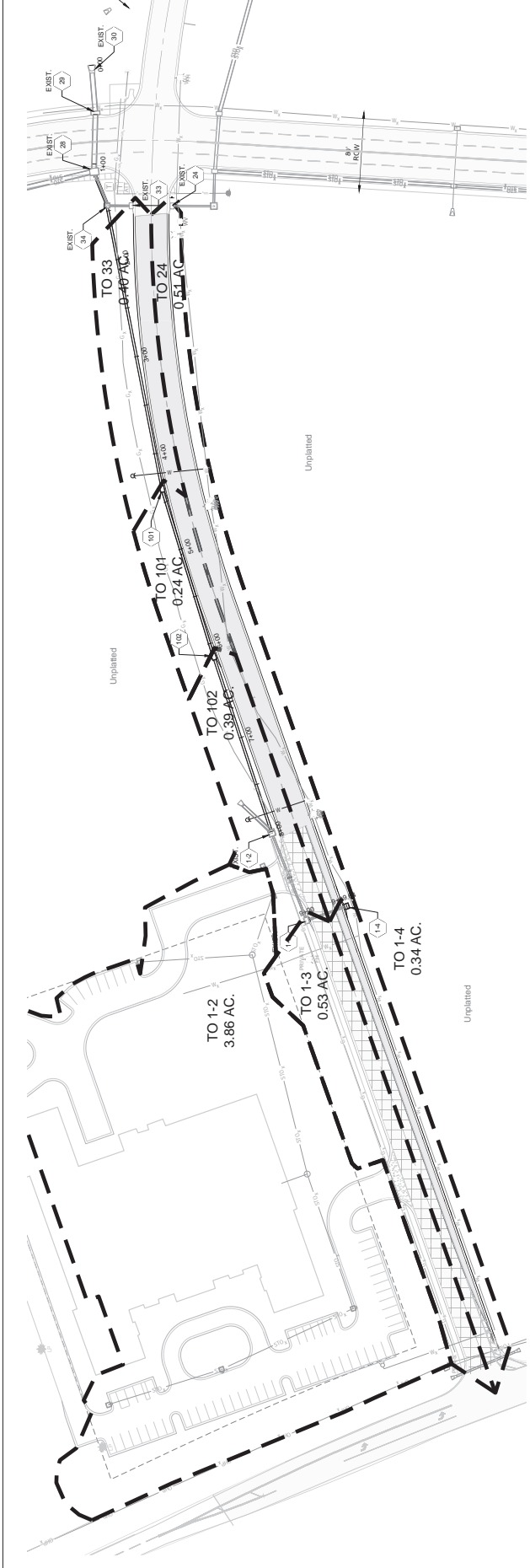
Structure	Name
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1-2	STA 9+86.64 LINE 1 EXIST. 15\"/>
1-4	STA 9+86.64 LINE 1 EXIST. 15\"/>
28	STA 1+076.65 LINE 1 EXIST. 8\"/>
34	STA 1+446.63 LINE 1 EXIST. EX. 4\"/>
101	STA 4+383.88 LINE 1 18\"/>
102	STA 6+136.63 LINE 1 18\"/>

SIDEWALK DETAIL



- NOTES:**
- JOINTS SHALL BE FORMED AT RIGHT ANGLES TO THE SIDEWALK AND TO THE DEPTHS INDICATED BELOW.
 - THE SIDEWALK SHALL BE MARKED OFF INTO SQUARE STONES BY CONTRACTION JOINTS. CONTRACTION JOINTS SHALL BE ONE EIGHTH (1/8) INCH WIDE BY ONE (1) INCH DEEP AND MAY BE FORMED BY TOLLING OR BY USE OF A CONCRETE SAW.
 - EXPANSION JOINTS SHALL BE FORMED BY A ONE HALF (1/2) INCH THICK PREFORMED JOINT FILLER. EXTENDING THE FULL DEPTH OF THE JOINT. JOINT FILLER SHALL BE PLACED BY DEPOSITING AND COMPACTING THE CONCRETE AT THESE JOINTS. JOINT FILLER WILL BE USED WHEN SPACING EXCEEDS 10'.
 - EXPANSION JOINTS SHALL BE PLACED WHERE SIDEWALK ABUTS OTHER STRUCTURES AND SHALL NOT BE SPACED MORE THAN 60 FEET APART ON STRAIGHT RUNS FOR HAND LAD SIDEWALK AND NOT MORE THAN 200 FEET APART ON STRAIGHT RUNS FOR MACHINE LAD SIDEWALKS.





10 - YEAR DRAINAGE CALCULATIONS

Design Storm:		1.00	K _f Value:		1.00	P-Factor:		1.00
Runoff Calculations								
Line	Area (acres)	Cum. Area (acres)	Cum. Intensity (C.A. To Intensity)	Runoff Int. (in/hr)	Runoff (in)	Peak Flow (cfs)	Pipe Size (in)	Drop (ft)
LINE 100	0.40	0.40	5.37	4.83	6.1	8.97	30	36.98
34	0.40	0.00	5.37	4.83	6.1	8.97	30	36.98
101	0.24	0.64	4.87	4.47	5.9	7.09	34	31.70
102	0.39	1.03	4.47	4.26	5.4	7.24	34	31.70
EA-1-2	3.86	4.89	4.73	4.26	5.4	7.24	34	31.70
EA-1-3	0.53	5.42	4.26	4.26	5.4	7.24	34	31.70
EA-1-4	0.34	5.76	4.26	4.26	5.4	7.24	34	31.70
EA-1-4	0.34	6.10	4.26	4.26	5.4	7.24	34	31.70

25 - YEAR DRAINAGE CALCULATIONS

Design Storm:		2.5	K _f Value:		1.00	P-Factor:		1.00
Runoff Calculations								
Line	Area (acres)	Cum. Area (acres)	Cum. Intensity (C.A. To Intensity)	Runoff Int. (in/hr)	Runoff (in)	Peak Flow (cfs)	Pipe Size (in)	Drop (ft)
LINE 100	0.40	0.40	5.37	4.83	6.1	8.14	34	31.70
34	0.40	0.00	5.37	4.83	6.1	8.14	34	31.70
101	0.24	0.64	4.87	4.47	5.9	7.09	34	31.70
102	0.39	1.03	4.47	4.26	5.4	7.24	34	31.70
EA-1-2	3.86	4.89	4.73	4.26	5.4	7.24	34	31.70
EA-1-3	0.53	5.42	4.26	4.26	5.4	7.24	34	31.70
EA-1-4	0.34	5.76	4.26	4.26	5.4	7.24	34	31.70
EA-1-4	0.34	6.10	4.26	4.26	5.4	7.24	34	31.70

GUTTER SPREAD CALCULATIONS

Line	Area (acres)	Cum. Area (acres)	Cum. Intensity (C.A. To Intensity)	Runoff Int. (in/hr)	Runoff (in)	Peak Flow (cfs)	Pipe Size (in)	Drop (ft)
LINE 100	0.40	0.40	5.37	4.83	6.1	8.97	30	36.98
34	0.40	0.00	5.37	4.83	6.1	8.97	30	36.98
101	0.24	0.64	4.87	4.47	5.9	7.09	34	31.70
102	0.39	1.03	4.47	4.26	5.4	7.24	34	31.70
EA-1-2	3.86	4.89	4.73	4.26	5.4	7.24	34	31.70
EA-1-3	0.53	5.42	4.26	4.26	5.4	7.24	34	31.70
EA-1-4	0.34	5.76	4.26	4.26	5.4	7.24	34	31.70
EA-1-4	0.34	6.10	4.26	4.26	5.4	7.24	34	31.70

100 - YEAR DRAINAGE CALCULATIONS

Design Storm:		100	K _f Value:		1.25	P-Factor:		1.00
Runoff Calculations								
Line	Area (acres)	Cum. Area (acres)	Cum. Intensity (C.A. To Intensity)	Runoff Int. (in/hr)	Runoff (in)	Peak Flow (cfs)	Pipe Size (in)	Drop (ft)
LINE 100	0.40	0.40	5.37	4.83	6.1	8.97	30	36.98
34	0.40	0.00	5.37	4.83	6.1	8.97	30	36.98
101	0.24	0.64	4.87	4.47	5.9	7.09	34	31.70
102	0.39	1.03	4.47	4.26	5.4	7.24	34	31.70
EA-1-2	3.86	4.89	4.73	4.26	5.4	7.24	34	31.70
EA-1-3	0.53	5.42	4.26	4.26	5.4	7.24	34	31.70
EA-1-4	0.34	5.76	4.26	4.26	5.4	7.24	34	31.70
EA-1-4	0.34	6.10	4.26	4.26	5.4	7.24	34	31.70

GUTTER DESIGN

Line	Area (acres)	Cum. Area (acres)	Cum. Intensity (C.A. To Intensity)	Runoff Int. (in/hr)	Runoff (in)	Peak Flow (cfs)	Pipe Size (in)	Drop (ft)
LINE 100	0.40	0.40	5.37	4.83	6.1	8.97	30	36.98
34	0.40	0.00	5.37	4.83	6.1	8.97	30	36.98
101	0.24	0.64	4.87	4.47	5.9	7.09	34	31.70
102	0.39	1.03	4.47	4.26	5.4	7.24	34	31.70
EA-1-2	3.86	4.89	4.73	4.26	5.4	7.24	34	31.70
EA-1-3	0.53	5.42	4.26	4.26	5.4	7.24	34	31.70
EA-1-4	0.34	5.76	4.26	4.26	5.4	7.24	34	31.70
EA-1-4	0.34	6.10	4.26	4.26	5.4	7.24	34	31.70

NOTES

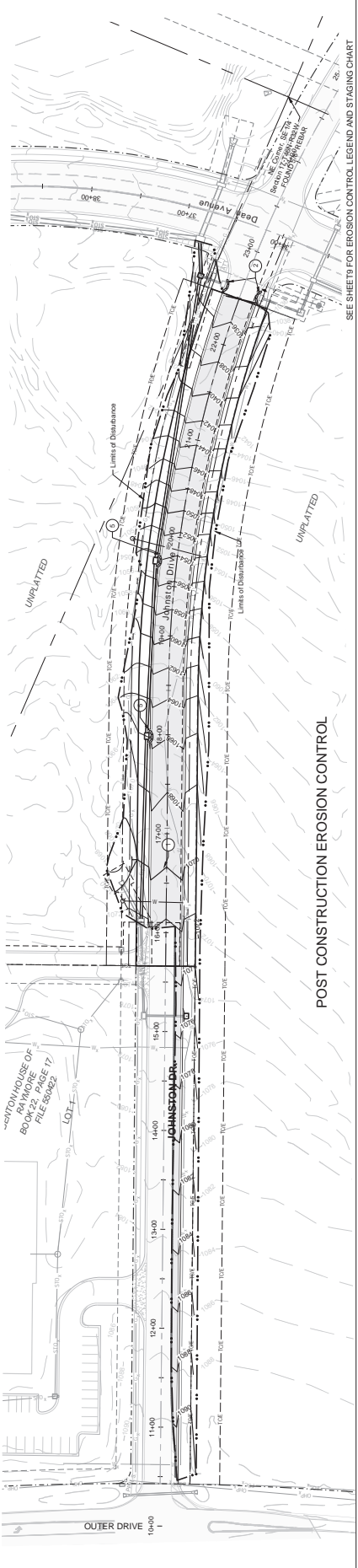
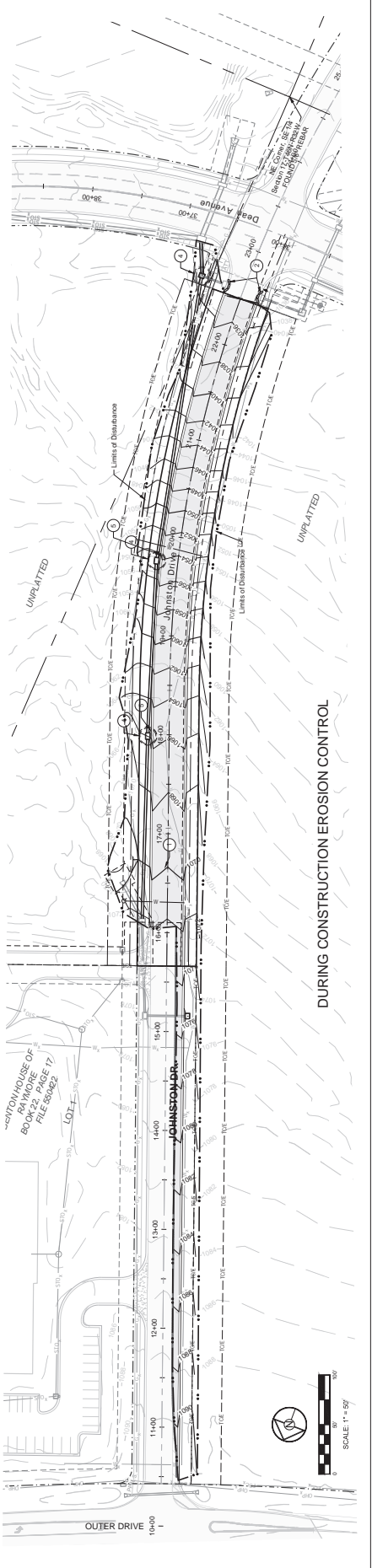
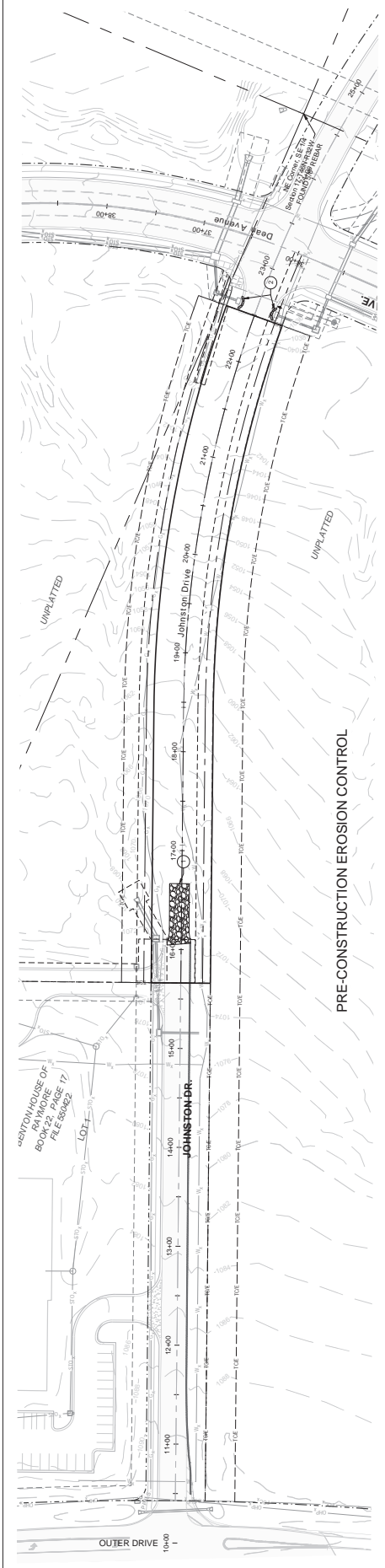
1. CAPACITY OF INLETS ON GRADE DETERMINED USING ROUTINE OUTLINED ON PGS 96.05 TO 96.07, SECTION 5600 APWA
2. CAPACITY OF SUMP INLETS CALCULATED USING FORM 599-21, SECTION 5600 APWA
3. MANNING'S "N" VALUE FOR COMBINED ASPHALT PAVEMENT AND CONCRETE CURB: 0.014

SCHLAGEL
 ENGINEERS PLANNERS SURVEYORS LANDSCAPE ARCHITECTS
 14205 WILSON DRIVE • OVERLAND PARK, MISSOURI 66207
 (913) 492-5158 • FAX: (913) 492-6400
 WWW.SCHLAGELASSOCIATES.COM
 Missouri State Registration # 000000000000
 PREPARED BY: SCHLAGEL & ASSOCIATES P.A.



100 MUNIPLCE CIRCLE RAYMOR, MISSOURI
 JOHNSTON DRIVE IMPROVEMENTS
 OUTER ROAD TO DEAN AVENUE

PROJECT NO.	100 MUNIPLCE CIRCLE RAYMOR, MISSOURI
DATE	August 14, 2023
DRAWN BY:	ALL
CHECKED BY:	ALL
DESIGNED BY:	ALL
DATE	8/14/23
PROJECT NO.	100 MUNIPLCE CIRCLE RAYMOR, MISSOURI
DESCRIPTION	JOHNSTON DRIVE IMPROVEMENTS
SCALE	1" = 50'
SHEET	21 of 27



SEE SHEET 19 FOR EROSION CONTROL LEGEND AND STAGING CHART

UNPLATTED

EROSION AND SEDIMENT CONTROL STAGING CHART

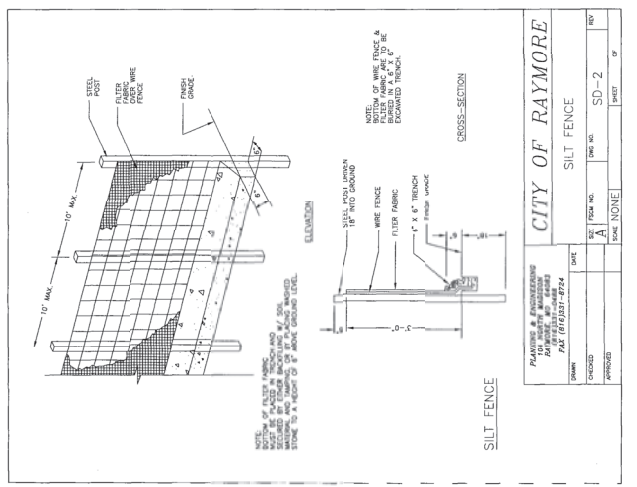
PROJECT STAGE	BMP PLAN REF. NO.	BMP DESCRIPTION	REMOVE STAGE	NOTES:
A - PRIOR TO LAND DISTURBANCE/STAIRWAY SEWER INSTALLATION	1	CONSTRUCTION ENTRANCE PROTECTION	D	MAINTAIN, REPAIR, OR REPLACE AS NECESSARY
B - MASS GRADING	2	EXISTING CURB INLET PROTECTION	E	MAINTAIN, REPAIR, OR REPLACE AS NECESSARY
C - STORM SEWER INSTALLATION	3	STOCKPILE/TORSOL	D	INSTALL SEDIMENT FENCE A MINIMUM OF 5 FEET FROM TOE OF SLOPE FOR ALL STOCKPILE AREAS. WORK WITH CITY INSPECTOR ON LOCATION OF STOCKPILE.
D - CONSTRUCTION OF STREETS AND BUILDINGS	4	CURB INLET BUILT FENCE	D	INSTALL FENCE AND SIGNAGE PRIOR TO SETTING TOPS. NOTE IF TOPS ARE SET WITHIN A COUPLE OF DAYS BUT FENCE IS NOT NECESSARY, INSTALL SEDIMENT FILTER INLET INSTALLED.
E - FINAL STABILIZATION	5	SEDIMENT FENCE	E	INSTALL THROUGH PROTECTION ON ALL CURB INLETS.
	6	SODDED ROW	E	ALL DISTURBED AREAS IN ROW WILL NEED TO BE SEDED AND OR SODED PER CITY SPECIFICATIONS. AREAS WITHIN CITY SPECIFICATIONS WILL BE SEDED AND MULCHED PER CITY SPECIFICATIONS.
	7	ESTABLISH PERENNIAL VEGETATION	NA	ADDITIONAL SEDIMENT AND EROSION CONTROL MEASURES MAY BE REQUIRED ANY TIME CURRENT MEASURES ARE INSUFFICIENT TO MAINTAIN UNTIL FINAL DEFLECTED ON MAP. BMP'S TO BE MAINTAINED UNTIL FINAL CLOSURE OF THE LAND DISTURBANCE PERMIT.

JOHNSTON DRIVE IMPROVEMENTS
OUTER ROAD TO DEAN AVENUE
100 MUNICIPAL CIRCLE RAYMORE, MISSOURI



PREPARED BY: JLD

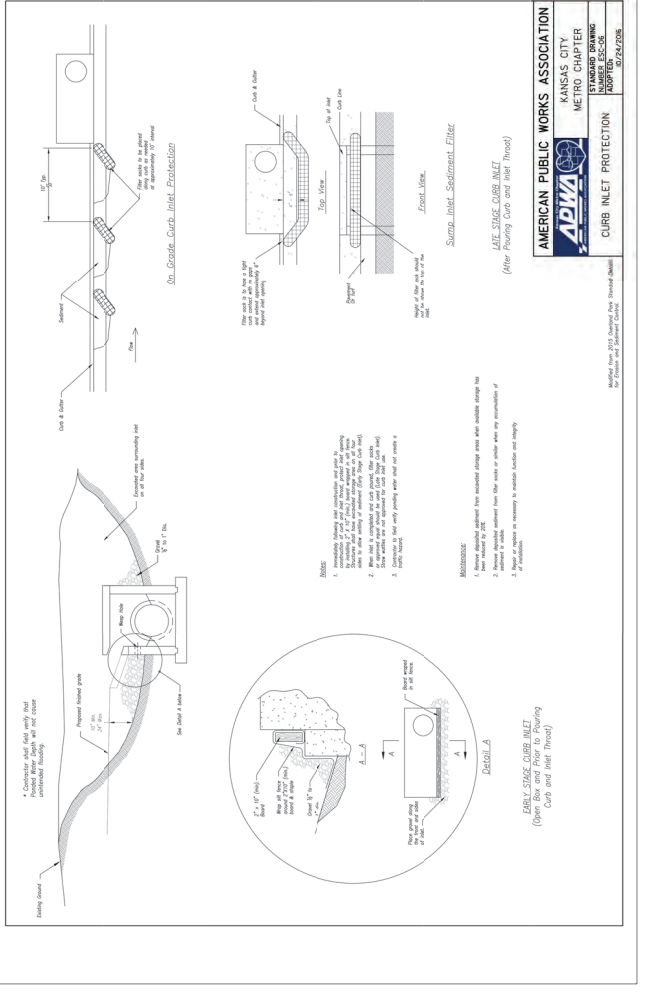
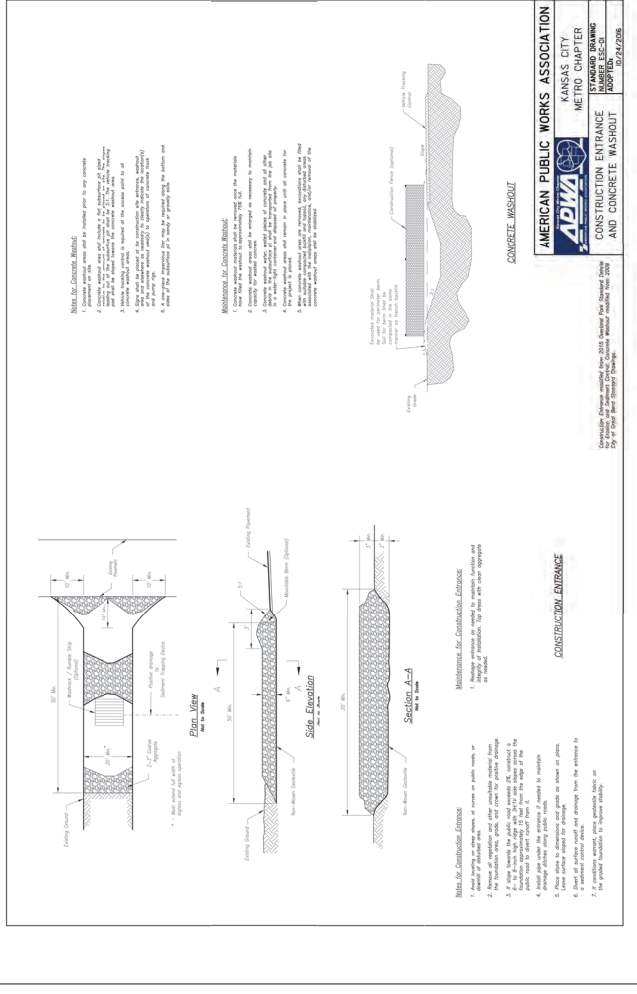
SCHLAGEL ENGINEERS
14205 WYANDOTT DR SUITE 100
OVERLAND PARK, MO 66204
(913) 231-8000
WWW.SCHLAGELASSOCIATES.COM



LIMITS OF DISTURBANCE = 1.55 AC.

NOTE:
The Contractor is responsible for verifying all existing utility locations prior to excavation. No part of the project lies within the 100-year flood plain per FEMA flood insurance rate map number 200H0110G.

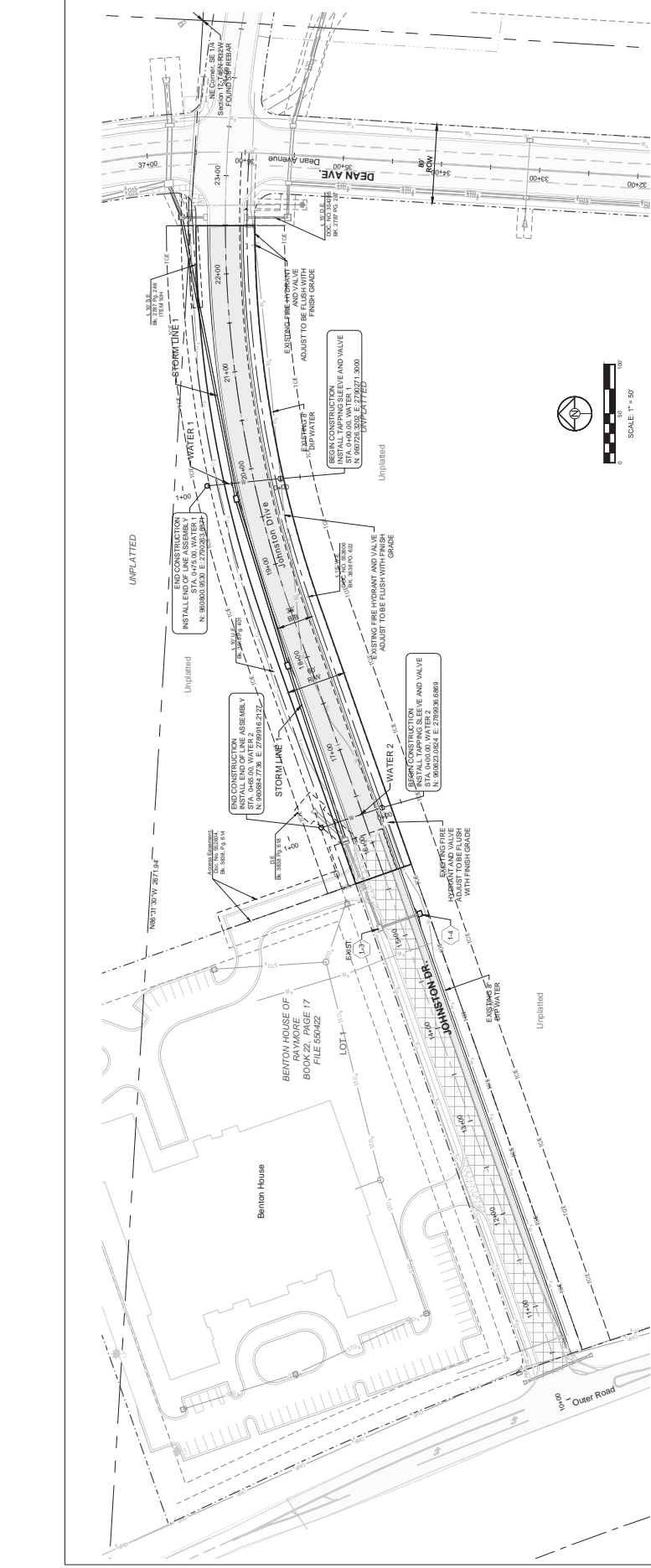
- All erosion and sedimentation control measures shall be implemented according to the BMP staging chart.
- Additional erosion control measures may be required by the City Engineer at any time existing measures are found to be ineffective or problematic areas are noted in the field.
- Stabilization of disturbed areas must, at a minimum, be related immediately whenever any clearing, grading, or grading activities are completed. Stabilization shall be completed on any portion of the site and will not remain for periods exceeding 14 calendar days. The disturbed areas shall be protected from erosion by stabilizing the area with mulch or other suitable effective soil stabilizing BMPs.
- All site protection devices and construction entrances shall be installed before grading operations begin.
- All areas shall be seeded and mulched immediately after construction is complete.
- All construction shall conform to the City of Raymore Specifications.
- There are no natural or artificial water seepage detention areas in the project area.
- All ditches shall be stabilized during construction and shall be exposed to conditions equal to or better than those existing immediately prior to the start of construction.
- Grading, razing or otherwise disturbing materials to trees to be determined as to be determined is not allowed.



PREPARED BY:
 SCHLAGEL & ASSOCIATES PA



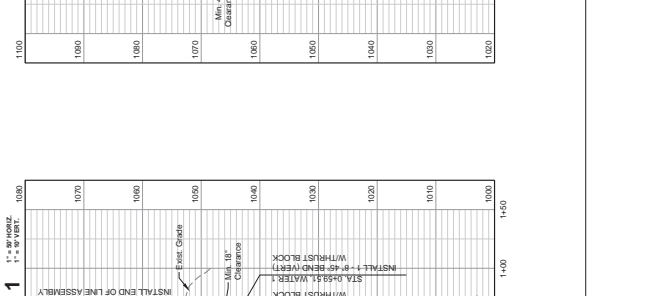
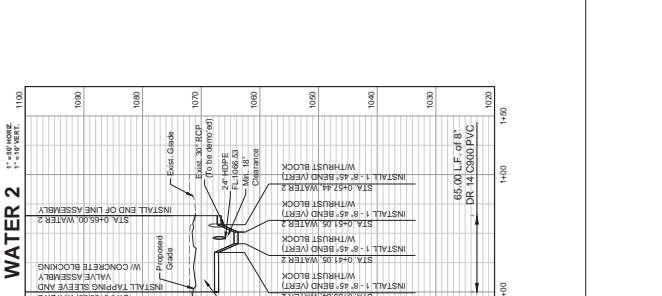
ENGINEERS PLANNERS SURVEYORS LANDSCAPE ARCHITECTS
 WWW.SCHLAGELASSOCIATES.COM
 (913) 492-5158 • Fax: (913) 492-0400
 14055 WINDY HILLS DRIVE, SUITE 100, OMAHA, NE 68154
 PROJECT: 20230803.F | CLIENT: 20230803.F | SHEET: 02/21

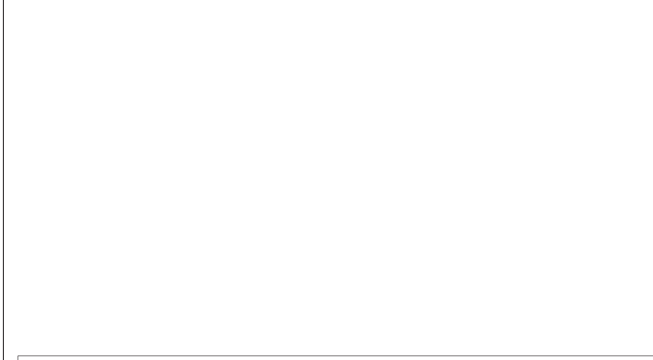


REVISION DATE	DESCRIPTION
5/1/2023	Revised Quantity Table
5/1/2023	Revised Water Pipe in Quantity List

DRYER BY:	DRAWN BY:	DATE:
ALL	AS	5/1/2023

WATER MAIN AND PIPING	SCALE:
1" = 10' VERT	1" = 15' HORIZ

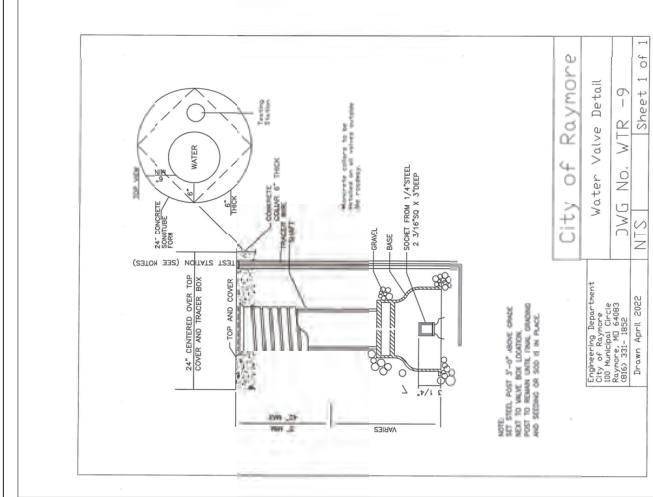




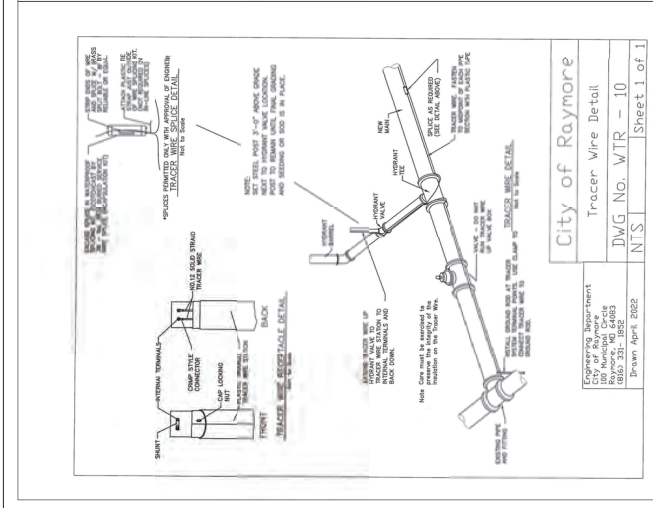
City of Raymore
 Embedment for water mains
 DWG No. WTR - 6
 NTS Sheet 1 of 1
 Engineering Department
 100 Municipal Circle
 Raymore, MO 64083
 (816) 331-1853
 Drawn April 2022

Engineering Department
 100 Municipal Circle
 Raymore, MO 64083
 (816) 331-1853
 Drawn April 2022

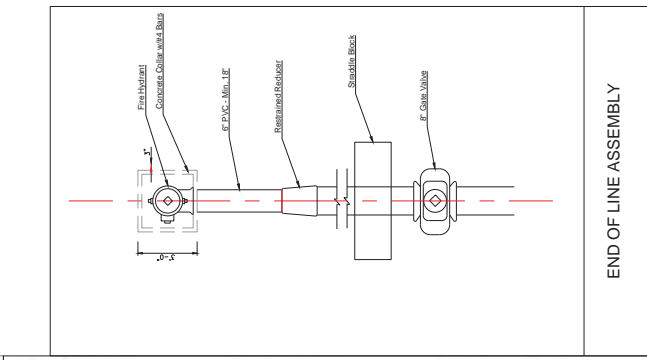
City of Raymore
 Embedment for water mains
 DWG No. WTR - 6
 NTS Sheet 1 of 1



City of Raymore
 Water Valve Detail
 DWG No. WTR - 9
 NTS Sheet 1 of 1
 Engineering Department
 100 Municipal Circle
 Raymore, MO 64083
 (816) 331-1853
 Drawn April 2022



City of Raymore
 Tracer Wire Detail
 DWG No. WTR - 10
 NTS Sheet 1 of 1
 Engineering Department
 100 Municipal Circle
 Raymore, MO 64083
 (816) 331-1853
 Drawn April 2022



Engineering Department
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 Raymore, MO 64083
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 Drawn April 2022

City of Raymore
 Embedment for water mains
 DWG No. WTR - 6
 NTS Sheet 1 of 1

Engineering Department
 100 Municipal Circle
 Raymore, MO 64083
 (816) 331-1853
 Drawn April 2022

City of Raymore
 Water Valve Detail
 DWG No. WTR - 9
 NTS Sheet 1 of 1

Engineering Department
 100 Municipal Circle
 Raymore, MO 64083
 (816) 331-1853
 Drawn April 2022

City of Raymore
 Tracer Wire Detail
 DWG No. WTR - 10
 NTS Sheet 1 of 1



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: August 14, 2023

SUBMITTED BY: Jim Wilson

DEPARTMENT: Police

<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 3825: Award of Contract - Firing Range Repair

STRATEGIC PLAN GOAL/STRATEGY

2.1 Set the Standard For a Safe and Secure Community

FINANCIAL IMPACT

Award To:	TRS Range Services
Amount of Request/Contract:	\$305,800
Amount Budgeted:	\$400,000
Funding Source/Account#:	

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
September 25, 2023	October 15, 2023

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

Information sheet for TRS Range Services
TRS Range Services Conceptual Site Layout and Proposal
TRS Range Services Standard Agreement

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

In July 2016, the City leased property from JR Pesek Family Land, LLC for the Police Department firing range. In May 2022, the City of Raymore purchased the property for the continued use for the Police Department to conduct firearms training.

Since the time of the initial lease, there have been no significant upgrades to the range and maintenance issues have arisen prompting the Police Department to seek ways to improve range safety. The eyebrow, a wooden structure located on the earthen backstop, has collapsed and can no longer perform its function of capturing ricocheting rounds. In addition, side berms used for containment require additional height and length to enhance safety.

The Police Department sought out TRS Range Services, LLC, a range service provider responsible for development and maintenance of firing ranges, to include the Federal Bureau of Investigation Academy in Quantico, Virginia, the Vero Beach, Florida Police Department, the Indiana State Police, the Kansas Department of Wildlife and Parks, and the Grandview, Missouri Police Department.

TRS Range Services responded with a 20 year conceptual site layout and proposal that includes reorienting the range slightly to the northwest to enhance safety for the surface danger zones downrange of the facility. The proposal also includes a state of the art backstop system utilizing ground rubber media which can be more effectively mined for future lead reclamation. The proposal further enhances overall safety by raising the height and extending the length of the side berms.

TRS Range Services provided a quote of \$305,800 under GSA Contract #47QRAA20D0082.

BILL 3825

ORDINANCE

“AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH TRS TOTAL RANGE SERVICE, LLC FOR THE REPAIR AND RESTORATION OF THE POLICE DEPARTMENT FIRING RANGE IN THE AMOUNT OF \$305,800 AND TO APPROVE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS.”

WHEREAS, the current firing range is in need of extensive repairs and site work in and around the facility; and,

WHEREAS, the City has budgeted for the design and construction of a new firing range able to serve not only the Raymore Police Department but outside agencies as well; and,

WHEREAS, the City has determined TRS Total Range Service, LLC to be best equipped to handle the firing range overhaul.

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 a contract in the amount of \$305,800 with Total Range Service, LLC, for the restoration of the firing range, attached as Exhibit A.

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 14TH DAY OF AUGUST, 2023.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 28TH DAY OF AUGUST, 2023, BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Baker
Councilmember Barber
Councilmember Burke III
Councilmember Engert
Councilmember Forster
Councilmember Holman
Councilmember Townsend

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature



TRS RANGE SERVICES, LLC (TRS) STANDARD AGREEMENT

This Agreement is made as of _____, _____ by and between TRS Range Services, LLC and _____.

1. **SERVICES.** TRS shall provide professional services in accordance with the agreed upon scope of work.
2. **EXECUTION.** This Agreement becomes effective upon signatures by authorized representatives of the Client and TRS and upon receipt by TRS of a signed agreement.
3. **INITIATION.** TRS is authorized to proceed with services upon receipt of an executed Agreement or written Notice to Proceed.
4. **COMPLETION/TERMINATION.** This Agreement shall remain in force until completion and acceptance of the services or until terminated. The Client and/or TRS may terminate this contract upon 10 days written notice. In the event of such termination, TRS will be paid the portion of the compensation (and fixed fee, if applicable) for services performed in accordance with the scope of services under the terms of this Agreement to the date of termination together with all costs arising out of such termination.
Continuing Service Agreements shall be reviewed annually for rates and shall remain in force until terminated in writing by either party, or otherwise stipulated contractually.
5. **STANDARD OF CARE.** Services provided by TRS under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. TRS makes no warranty or guaranty, either express or implied.
6. **INDEPENDENT CONSULTANT.** TRS is and shall be at all times during the term of this Agreement an independent consultant and not an employee or agent of the Client.
7. **COMPLIANCE WITH LAWS.** TRS will endeavor to comply with Federal, State, and local laws and ordinances applicable to the services to be provided under this Agreement.
8. **PAYMENT.** Net 30 days. All invoices are subject to a 1.5% finance fee per month of the unpaid balance.
9. **COLLECTION COSTS.** In the event legal action is necessary to enforce the payment provisions of this Agreement if Client fails to make payment within sixty (60) days of the invoice date, TRS shall be entitled to collect from the Client any judgment or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by TRS in connection therewith and, in addition, the reasonable value of TRS' time and expenses spent in connection with such collection action, computed at TRS' prevailing fee schedule and expense policies.
10. **OWNERSHIP OF DOCUMENTS.** Drawings, specifications, reports, programs, manuals, or other documents, including all documents on electronic media, prepared under this Agreement are instruments of service and are, and shall remain, the property of the Client.
The Client will retain all common law, statutory, and other reserved rights, including the copyright thereto.
11. **SITE VISITS/OBSERVATION.** If included in the Scope of Work, TRS shall visit the project and/or construction site at appropriate intervals to become generally familiar with the progress, quality of work (subcontractors' work), and to determine if the work is proceeding in general accordance with the Contract Documents.
12. **EQUAL OPPORTUNITY EMPLOYMENT.** TRS will comply with federal regulations pertaining to Equal Opportunity Employment. TRS is in compliance with applicable local, state, and federal regulations concerning minority hiring. It is TRS' policy to ensure that applicants and employees are treated equally without regard to race, creed, sex, age, color, religion, veteran status, ancestry, citizenship status, national origin, marital status, sexual orientation, or disability. TRS expressly assures all employees, applicants for employment, and the community of its continuous commitment to equal opportunity and fair employment practices. TRS' equal opportunity employment policy applies to all phases of employment, including recruiting, hiring, job assignment, supervision, training, upgrading, transfer, compensation, benefits, promotion, education, recreation, layoff and termination.



13. **INSURANCE.** TRS will maintain the following levels of insurance during the term of this Agreement.
 - a. Worker’s Compensation and Employer’s Liability – as required by applicable state statutes.
 - b. Commercial General Liability - \$1,000,000 each occurrence, and \$2,000,000 in the aggregate.
 - c. Automobile Liability – minimum of \$2,000,000 combined single limit for bodily injury.
 - d. Professional Liability - \$1,000,000 each occurrence.
14. **INDEMNIFICATION/HOLD HARMLESS.** TRS shall indemnify and hold harmless the Client and its employees from any liability, settlements, loss, or costs (including reasonable attorneys' fees and costs of defense) to the extent caused by TRS' negligent acts, errors, or omissions in services provided pursuant to this Agreement. Provided, however, that if any such liability, settlements, loss, or costs result from the concurrent negligence of TRS and the Client, this indemnification applies only to the extent of the negligence of TRS.
15. **LIMITATION OF LIABILITY.** In recognition of the relative risks and benefits of the project to both the Client and TRS, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of TRS and its subconsultants to the Client and to all construction contractors and subcontractors on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, so that the total aggregate liability of TRS and its subconsultants to all those named shall not exceed \$50,000 or the amount of TRS's total fee paid by the Client for services under this Agreement, whichever is the less. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contract or warranty.
16. **DISPUTES.** Mediation is an express condition precedent to the filing of any legal action. Unless the parties agree otherwise, the mediation shall be conducted pursuant to the Construction Mediation Rules of the American Arbitration Association.
17. **ATTORNEY FEES.** Should there be any suit or action instituted to enforce any right granted in this contract, the substantially prevailing party shall be entitled to recover its costs, disbursements and reasonable attorney fees from the other party. The party who is awarded a net recovery against the other shall be deemed the substantially prevailing party unless such other party has previously made a bona fide offer of payment in settlement and the amount of recovery is the same or less than the amount offered in settlement. Reasonable attorney fees may be recovered regardless of the forum in which the dispute is heard, including an appeal.
18. **FORCE MAJEURE.** The Consultant shall not be responsible for delays caused by the Client's failure to furnish necessary information or to approve or disapprove the Consultant's work promptly as requested or for delays resulting from late, slow, or faulty performance by the Client, other contractors or consultants of the Client, or government agencies whose performance of work is precedent to or concurrent with the performance of the Consultant's work. The Consultant shall also not be responsible for any delays in the performance of the work by reasons of strikes, lockouts, accidents, acts of God, or other causes beyond the Consultant's reasonable control.

I have read and fully understand and agree to the Standard Terms provided. The attached proposal titled QR23019 – Raymore Police Shooting Range Bid 23.06.08 is incorporated into this agreement. *(Please see attached supporting Agreement Documents).*

Signed Name/Printed Name	Organization/Entity/Company	Date
Signed Name/Printed Name	TRS Range Services	Date

TRS Range Services GSA Contract #: 47QRAA20D0082



July 10, 2023

Capt. Roger R. Mayberry
 Raymore Police Department
 100 N Municipal Circle
 Raymore, MO 64083
 816-892-3040
 Delivered via email to: rmayberry@raymore.com
 Range Location: 22700 S. State Route 291, Harrisonville, MO.

Capt. Mayberry,

TRS Range Services, LLC (TRS) wants to be your partner in this project. TRS is a specialty firm focused on designing and constructing law enforcement small arms firing ranges. Our company partners with your department to install the shooting range with in-house labor. We take pride in our work and specialize in all facets of the project. Our mission is to always stay within or under budget and deliver the product on time.

TRS has completed over 300 Law Enforcement firing range projects across the United States and has the expertise to provide the firing range products that you need. The following scope of work and costs to complete range improvements are provided as a bid for the work at your range.

Proposed Scope of Work for TRS

Outdoor Firing Range	Fees
<ul style="list-style-type: none"> • Re-orient the range to fire slightly to the northwest of the current firing direction. This will move the current direct line of fire away from existing houses behind the range. • Demo and dispose of the existing eyebrow baffle at the site. • Use on-site dirt to build new dirt berms for primary containment at the range. • Install 100 feet of Granular Rubber Bullet Trap with an integrated Stormwater Filtration System. • Regrade the range infield and cap that infield with a new layer of gravel. • Construct 4-foot wide concrete pads at the target line and 100 & 50-yard firing positions. 	
Subtotal:	\$285,788.00
Optional: Ballistic Concrete wall from the 35-yard line to the 50-yard line on the east side of the range only	\$ 20,012.00
Total Cost with Optional Wall:	\$305,800.00
Bonding 2% (if required):	6,116.00



Assumptions & Exclusions

- TRS will use on-site materials from the infield of the range to construct the dirt berms for the bullet trap and side berms. If the City brings more soil to the site, TRS will place it on the range as needed.
- This proposal provides costs for 10-foot high Ballistic Concrete Walls instead of dirt berms on the east side of the range.
- Bonding fees are noted as a separate line item in the Scope of Work.
- Sales tax (if required) is not included in this bid.

If you have any questions or need additional information, please contact me at 208 938-2891. We look forward to working with you on this project. I am the Primary Contact for this bid. I can be reached at:

Mr. Brandt Elwell, Project Manager
TRS RANGE SERVICES LLC
PO Box 1697
Eagle, ID 83616
208-938-2891 O
208 949-4244 C

Sincerely,

Brandt Elwell
TRS RANGE SERVICES LLC

TRS RANGE SERVICES, LLC
PO Box 1697 Eagle, Idaho 83616 • 208-938-2891 • 208-938-2892 fax
www.trsrangeservices.com

Business Confidential and Proprietary

This proposal includes data that shall not be disclosed and shall not be duplicated, used, or disclosed—in whole or in part—for any purpose other than to evaluate this proposal. If, however, a contract is awarded to TRS as a result of—or in connection with—the submission of this data, the Client shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract.



July 17, 2023

Capt. Roger Mayberry
Raymore Police Department
100 N Municipal Circle
Raymore, MO 64083
816-892-3040
Delivered via email to: rmayberry@raymore.com

Capt. Mayberry,

TRS Range Services (TRS) is excited to submit this proposal to provide design-build services for the proposed renovation of your firearms range located at 22700 S. State Route 291, Harrisonville, MO.

For over 30 years, the Staff of TRS has been assisting City, County, State, and Federal Government agencies with designing and constructing Shooting Range Facilities across the country. TRS can offer the City unmatched expertise in current best practices for designing small arms training and recreational ranges, including proper projectile containment systems and best management practices for noise and lead mitigation. TRS owner, Kerry O'Neal, invented the Granular Rubber Bullet Trap System, which has become an industry standard that helps mitigate ricochet and noise, as well as lead contamination when integrating a Stormwater Filtration System. As an industry-leading small-arms range expert, TRS is excited for the opportunity to work with you on your range project.

Our team is ready to push forward to meet your objectives and provide you with an exceptional facility. We are committed to collaborating with the City of Raymore to provide the highest standard of design and construction for your Law Enforcement Range renovation. Most importantly, we are excited to collaborate with your team to bring to life a safe and functional shooting facility. TRS is confident that our design-build team can exceed all expectations for service and responsiveness. We look forward to working with the City of Raymore.

Sincerely,

A handwritten signature in black ink, appearing to read 'Kerry O'Neal', is written over a light blue horizontal line.

Kerry O'Neal
TRS Range Services, LLC



Qualifications & Experience

Our Design-Build team, consisting of office staff and dedicated construction crews, is confident we will exceed the City of Raymore's expectations for qualifications and experience. Our team has high levels of expertise with these types of range renovation projects, and will be able to quickly and efficiently get your range ready for use.

ABOUT US

TRS Range Services (TRS) is a disadvantaged minority-owned small business leading the small-arms range design and construction industry, with its primary office in Eagle, Idaho. With over 300 completed projects, the TRS team has been trusted to support Federal, State, and local agencies nationwide for over 30 years. Our team strictly specializes in designing and constructing small-arms ranges and training facilities. This allows us to maintain our expert knowledge of the necessary aspects of designing a firearms range and up-to-date practices.

TRS are the experts, from mitigating noise and lead pollution, to evaluating Surface Danger Zones and safety practices, to installing components such as Granular Rubber Bullet Traps, stormwater filtration systems, and the most innovative target systems. Our passionate team of dedicated individuals has the knowledge and vision to take any firearm range project from concept to reality. TRS also maintains an excellent financial standing and has adequate bonding capabilities to perform the proposed construction work.

The advantages of hiring TRS to complete your shooting range design-build project:

Experience to provide you with a fully-functioning firearms range, ensuring that it will be safe for both range users and adjacent landowners.

Innovative solutions for your new range design. The experience of TRS' staff provides you with custom solutions for your range needs, not cookie-cutter products that may or may not be the best fit for you.

Our experienced and courteous construction staff self-performs all of the work on your range. This ensures all facets of range construction are completed to our high standards for workmanship and safety.

TRS will be your single point of contact for this range project. TRS will work with the City for all project design, construction, and invoicing.

With over 300 ranges completed, TRS will quickly complete your range project and stay within budget. We know exactly what it takes to get the job done.



Qualifications & Experience

The below matrix provides a snapshot view of projects completed by TRS and their relevance to the planned shooting range renovation.

Project	Completion Date	Range Safety	SDZ Analysis	GRBT	Storm Filter	Noise Mitigation	Budget & Schedule	Self-Performed
1 City of Grandview, MO	Aug. 2019	✓	✓	✓	✓	✓	✓	✓
2 FBI Academy Ranges 1-8	Sept. 2019	✓	✓	✓	✓		✓	✓
3 Hillsdale, KS - 15 yd	Sept. 2021	✓	✓	✓	✓	✓	✓	✓
4 Hillsdale, KS - 50 yd, 100 yd, & 200yd	Dec. 2022	✓	✓	✓	✓	✓	✓	✓
5 Milan Shooting Range	Dec. 2022	✓	✓	✓	✓		✓	✓
6 Wright County Tactical Training Facility	May 2020	✓	✓	✓	✓		✓	✓
7 Indiana State Police	Oct. 2020	✓	✓	✓	✓		✓	✓
8 VC Summer Training Facility, SC	March 2017	✓	✓	✓	✓		✓	✓
9 City of Vero Beach, FL	Feb. 2021	✓	✓	✓	✓		✓	✓
10 Riley County KS Range	June 2021	✓	✓	✓	✓		✓	✓
11 Brevard County, FL	August 2022	✓	✓	✓	✓		✓	✓
12 Kent County, MI	June 2022	✓		✓	✓	✓	✓	✓
13 Chatham-Kent CA	Jan. 2020	✓	✓	✓	✓	✓	✓	✓
14 Jefferson County TX	May 2019	✓	✓	✓	✓	✓	✓	✓
15 FBI Test Facility, AL	Feb. 2018	✓	✓	✓	✓	✓	✓	✓
16 US Secret Service, MD	Aug. 2016	✓		✓	✓	✓	✓	✓
17 Erie County, NY	Dec. 2014	✓	✓	✓	✓		✓	✓
18 City of Roanoke, VA	Oct. 2014	✓	✓	✓	✓		✓	✓
19 Virginia Commonwealth University	Aug. 2014	✓		✓	✓	✓	✓	✓
20 York County, SC	Jan 2014	✓	✓	✓	✓		✓	✓

Refer to the attached project descriptions for more information on the most relevant projects.

City of Grandview

Range Construction – Design/Build

Project Name: City of Grandview
Project Location: Grandview, MO
Contract Price: \$1.45M
Project Dates: January 2019 - August 2019
Size: 64,730 SF (1.48 acres)

Client and Contact Information:

Rich Rogers, Captain
City of Grandview
(816) 316-4925

Project Description

TRS R S r TRS was brought on to the project team to design and construct an open baseball field into a 100-yard, ten-lane shooting range. This facility is to be used by the public and City law enforcement. **TRS** was responsible for providing all design, materials, and labor to give the City a complete turn-key facility within a short time.



Provided within this project were:

- Range design and permitting
- 100-yard, 10-lane shooting range; capable of safely handling all shotgun, rifle, and pistol ammunition authorized for use at the range
- Granular Rubber Bullet Trap** system with an **integrated stormwater treatment** feature
- Automated turning target system** that includes a wireless handheld target control
- Concrete firing lines at the 100-yard, 75-yard, 50-yard, and 25 yards forward to the target line
- Covered canopy area** at the 100-yard firing line that extends behind the firing line to cover the seating area
- Enclosed storage shed** for material & target control system storage, including lighting & electrical outlets
- Downrange lighting** and **overhead lighting** beneath the covered canopy
- Range containment features include:
 - Primary impact berm
 - A rifle-rated ballistic **overhead baffle system**
 - Side containment **Ballistic Concrete Walls**
- ADA access for the use of the range
- Site **security fencing**
- Gravel driveway down the length of the range for training purposes
- Erosion control and **re-vegetation**
- Installed **Sound wall** behind the range and covered all range wall and baffle surfaces with absorptive soundboard



PROJECT HIGHLIGHTS

Team Members: TRS
Range Safety
Public Range

SDZ Analysis
Granular Rubber Bullet Trap
Ballistic Concrete Walls

Noise & Lead Mitigation
Budget & Schedule Compliance
Self-Performed



BI Academy Ranges -

Design - Build

Project Name: Federal Bureau of Investigation Academy, Range 1

Project Location: Quantico, VA

Contract Price: \$4.9M

Project Dates: December 2017 to September 2019

Size: 672,300 SF (15.4 acres)

Client and Contact Information :

Curtis Moore, Contracting Officer Technical Representative

Federal Bureau of Investigation

Planning, Design, Contract Unit - Quantico Bldg. 7

Basement Quantico, VA 22135

(703) 632-1696



Site Lead Remediation

TRS regraded the primary impact berms for all ranges. All soils were screened to **remove particulate lead** prior to placing the soil back on the range berms. TRS regraded the ranges to **direct stormwater runoff** for the site properly. Stormwater in contact with particulate lead was diverted through a **filtration system** to remove metallic particulates.

Bullet Traps & Stormwater Filtration

TRS provided **Granular Rubber Bullet Traps** for all renovated ranges at the FBI academy. All bullet traps were constructed with an **integrated stormwater filtration system** to remove particulate lead. The goal of installing bullet traps was to drastically reduce fragmentation and skip-over on the range and reduce the **Surface Danger Zone**.

Project Description

Utilizing multiple contracting mechanisms, TRS provided a comprehensive design-build solution for the renovation of multiple ranges at the FBI Academy in Quantico, VA. Many of these ranges had been in use for decades without any substantial improvements or maintenance. TRS worked with the FBI to perform maintenance and upgrades to the primary firing ranges to improve safety and training functionality. These range projects included:

C R C

This project was the most well-run project I have ever been involved in, in my 20 years in the Fed. Government. I would work with TRS & Mactec (now AMEC) without hesitation in the future. Government threw huge chunks of additional work at Mactec/TRS midstream of other base contract work, & TRS/Mactec took it all without breaking stride. Curtis Moore

PROJECT HIGHLIGHTS

Team Members: TRS
Range Safety
SDZ Analysis

Granular Rubber Bullet Trap
Lead Mitigation
Budget & Schedule Compliance

Self-Performed



Hillsdale Shooting Range

D

Shooting Range Construction – Design/Build

Project Name: 15 D Shooting Range – Hillsdale State Park

Project Location: Paola, KS

Contract Price: \$447

Project Dates: May 2021 – September 2021

Size: 51,000 SF (1.2 acres)

Client Contact Information:

Kansas Dept. of Wildlife & Parks

Brett Blackburn

(785) 296-8404

Brett.blackburn@ks.gov

Project Description

TRS R S r , LLC TRS was contracted by the State of Kansas Department of Wildlife & Parks to construct a 15-yard pistol range at the Hillsdale Shooting Range Complex. TRS worked with the State's Engineers to develop a design for the range that would fit safely adjacent to the existing shooting ranges.

TRS completed all of the **grading and drainage** for the new 15-yard range. A **Granular Rubber Bullet Trap** was installed to ensure the safe capture of all projectiles fired at the range. The bullet trap also has an **integrated stormwater filtration system** that removes particulate lead before water is discharged. TRS utilized **Ballistic Concrete Walls** at the top of a dirt berm to provide adequate height for ballistic containment. A **covered shade structure**, with **noise absorbing panels**, was built over the firing line to provide a safe shooting environment and **mitigate the firing line's noise**. All of these items were designed and constructed by TRS. The work was completed within budget and on an accelerated timeline to reduce the closure time of the adjacent shooting ranges. Additional work was awarded to TRS based on the success of this construction project.



PROJECT HIGHLIGHTS

Team Members: TRS
Wright Brothers
Range Safety

SDZ Analysis
Granular Rubber Bullet Trap
Ballistic Concrete Walls

Noise & Lead Mitigation
Budget & Schedule Compliance
Self-Performed



Hillsdale D D & D

Range Complex Renovation – Design/Build

Project Name: 50 D, 100 D & 200 D Range Renovation – Hillsdale State Park

Project Location: Paola, KS

Contract Price: \$2.87M

Project Dates: September 2021 – December 2022

Size: 180,400 SF (4.2 acres)

Client Contact Information:

Kansas Dept. of Wildlife & Parks

Brett Blackburn

(785) 296-8404

Brett.blackburn@ks.gov

Project Description

TRS R S r , LLC TRS was awarded a contract for renovating the 50-yard, 100-yard & 200-yard ranges at the Hillsdale Public Shooting Range Complex. The client was pleased with TRS work on the 15-yard range and TRS was awarded this additional work based on the successful completion of the previous contract.

TRS renovated the existing 200-yard and 100-yard ranges to add safety features, including **Granular Rubber Bullet Traps**, **stormwater filtration systems**, **Ballistic Concrete Walls**, **overhead safety baffles**, and **noise-absorbing materials** installed at the firing line.

The 50 yd range was completely redesigned to divide the range for firing at multiple distances. The 50-yard firing distance was not adequately utilized, and the range was split into 15-yard, 25-yard, and 50 yd distances. Construction was completed on an accelerated schedule to limit range downtime.



PROJECT HIGHLIGHTS

Team Members: TRS
Public Shooting Range
Range Safety

SDZ Analysis
Granular Rubber Bullet Trap
Ballistic Concrete Walls

Noise & Lead Mitigation
Budget & Schedule Compliance
Self-Performed



Milan Shooting Range

Shooting Range Construction – Design/Build

Project Name: City of Milan Shooting Range Construction

Project Location: Milan, MI

Contract Price: \$2.5M

Project Dates: September 2021 – December 2022

Size: 720,000 SF (16.5 acres)

Client Contact Information:

Donald G. Tillery - Chief of Police

Milan Police Department

(734) 439-1551

donaldt milanmich.org

Project Description

TRS R S r , LLC TRS contracted with the City of Milan, MI, to plan and develop a forested plot into a state-of-the-art firing range. The City worked in conjunction with the local office of the FBI as a joint training facility. The range is located in a previously undeveloped area. In this project, TRS constructed the following ranges, separated by **Ballistic Concrete Walls:**

A 100-yard rifle range

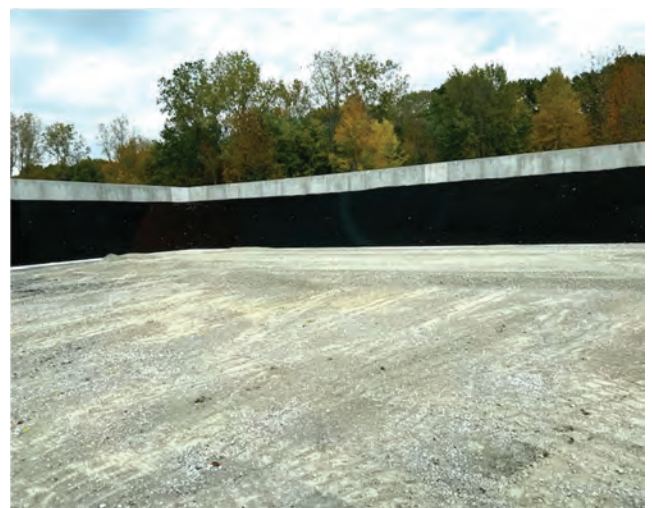
A 50-yard firing range with **automated turning targets**

A combat range with **-degree firing capabilities**

Restroom and covered canopy areas for use within the range

Future design phases with **classroom space** and a **SIM training facility**.

While working in a remote area, this project presented several unique challenges. TRS was asked to **clear and grade** the forested area, develop and construct **proper drainage features** for the site, **bring utilities to the site**, provide three ranges for firearms training and **provide a working restroom and covered area**. Despite multiple unforeseen circumstances, TRS has successfully worked with the client to complete this project on schedule and within budget.



PROJECT HIGHLIGHTS

Team Members: TRS
Wright Brothers
Range Safety

SDZ Analysis
Granular Rubber Bullet Trap
Ballistic Concrete Walls

Lead Mitigation
Budget & Schedule Compliance
Self-Performed



Wright County Tactical Training Facility

Range Construction – Design/Build

Project Name: Wright County Tactical Training Facility

Indoor & Outdoor Firearm Ranges

Project Location: Maple Lake, MN

Contract Price: \$1.7M

Project Dates: October 2019 – May 2020

Size: Outdoor Range 1 – Approx. 20,100 sq. ft.

Outdoor Range 2 – Approx. 30,150 sq. ft.

Outdoor Range 3 – Approx. 52,080 sq. ft.

Indoor Range – Approx. 2,500 sq. ft.

(2.4 acres combined)

Client Contact Information:

RJM Construction

John O’hearn, Sr. Project Manager

(952) 837-8564

john.ohearn@rjmconstruction.com

Project Description

The General Contractor for the Wright County range project brought on **TRS** to design and construct a new firearms training facility. The facility consisted of 4 ranges; three **outdoor** and one **indoor**. This state-of-the-art facility is to be used as a training facility by the Wright County Sheriff’s Department in conjunction with the FBI.

TRS was responsible for providing all design, materials and labor for:

Outdoor Ranges:

360 lf of **Granular Rubber Bullet Trap**

Storm Water Filtration System

160 lf of **Ballistic Retention Wall**

30 lanes of **automated Turning Targets**

Concrete Target Pads

Erosion Control and Re-vegetation



Indoor Range:

24 ft wide Pistol Only Static Range

Granular Rubber Bullet Trap

Overhead Safety Baffle System

Safety Ceiling Acoustical Panels

AC System

Retrieving **Target System**

Shooting Booths

TRS was able to provide both design and construction services to meet the client’s needs.



PROJECT HIGHLIGHTS

Team Members: **TRS**

Range Safety

SDZ Analysis

Granular Rubber Bullet Trap

Lead Mitigation

Ballistic Retention Walls

Budget & Schedule Compliance

Self-Performed



Indiana State Police

Shooting Range Renovation

Project Name: Indiana State Police Range Renovation

Project Location: Pendleton, I

Contract Price: \$530

Project Dates: May 2020 – October 2020

Size: 93,297 SF (2.1 acres)

Client Contact Information:

State of Indiana

Mike Gaddis, Assistant State Engineer

(317) 233-2540

Mgaddis2 idoa.l .gov

Project Description

TRS R S r , LLC TRS contracted with the State of Indiana to renovate the existing State Police Range in Pendleton, I . TRS worked with the State Police and the local Division of the Federal Bureau of Investigation (FBI) to develop a plan to renovate the existing 100-yard firing range. The existing range and target system were not functioning correctly. TRS worked with **RI HAB Engineering** to create a safe range design and provide an improved target system to meet current training needs.

TRS **regraded the range berm** to ensure proper drainage and height to contain bullets adequately. A **Granular Rubber Bullet Trap** was installed with an **integrated stormwater filter** for the range, and connected to existing drainage systems. A **new target system** was installed with an associated **concrete firing line and protective nee wall**.

TRS also constructed an **on-site storage shed** to house the target control system and spare targets. All work was completed on an accelerated schedule and within budget.



PROJECT HIGHLIGHTS

Team Members: TRS RI HAB
Range Safety
SDZ Analysis

Granular Rubber Bullet Trap
Lead Mitigation
Budget & Schedule Compliance

Self-Performed



C Summer Training Facility

Range Construction

Project Name: C Summer Training Facility

Project Location: Jenkinsville, SC

Client: SCE&G (A SCA A Company)

Client Contact: Christopher Brinkley
Deployment Construction

.C. Summer Nuclear Station Units 2-3

P.O. Box 88 MC P40 Jenkinsville, SC 29065

Office: 803.941.9841 Cell: 803.351.6648

christopher.brinkley@scana.com

Project Dates: 2/7/13 – 9/12/14 (Range Construction)

12/15/16 – 3/10/17 (Range Baffles)

Final Construction Cost: \$2.55M no deviation

Size: 41,768 SF (9.58 acres)

TRSR was contracted by the South Carolina energy company (SCA A) to design and construct a new firearm training facility at their nuclear power plant near Jenkinsville, SC. The C Summer Firearms Training Facility is located on a controlled access reservation with all ranges set well within the confines of the reservation boundaries. **Surface Danger Zones** were calculated to ensure all rounds remain inside the nuclear plant reservation.

TRSR was directly involved in the design and construction of the following small arms training areas at the facility. All ranges were constructed with **Granular Rubber Bullet Traps** and **integrated storm water filtration systems**, separated by **Ballistic Concrete Walls**:

- Two (2) 100-yard rifle ranges
- Two (2) 50-yard pistol ranges
- One (1) Live Fire Shoot House
- One (1) Rogers Range (Reactive Target) Area
- Multiple steel shooting tubes located at various levels of the range sniper towers
- One (1) 300-yard sniper range
- One (1) 100-yard Armor Range
- Three (3) ARMAG Ammunition Storage Bunkers
- Twenty-two (22) overhead protective safety baffles

This project was completed on a highly secure nuclear facility and all passage in and out had to be scheduled and regulated. Even with the added security, the project was completed on time and within budget.



PROJECT HIGHLIGHTS

Team Members: TRS RI HAB
Range Safety
SDZ Analysis

Granular Rubber Bullet Trap
Lead Mitigation
Budget & Schedule Compliance

Self-Performed



City of Jero Beach

Shooting Range Renovation – Design/Build

Project Name: Jero Beach Police Firearms Range
Project Location: Jero Beach, FL
Contract Price: \$420
Project Dates: December 2020 – February 2021
Size: 62,000 SF (1.4 acres)

Client Contact Information:
Jero Beach Police Department
Captain Matthew Monaco
(772) 633-0634
mmonaco@vbpd.org

Project Description

The City of Jero Beach contracted with **TRS R S r , LLC TRS** to make safety improvements to the police firing range. Recommended improvements for the range included installing a **Granular Rubber Bullet Trap**, increasing the height of the primary impact berm to a minimum of 30 feet by installing **Ballistic Concrete Walls**, installing a **new target system**, and adding **proper drainage** for the range. The schedule for completing the range improvements was accelerated to return the City to full use of the range. Additionally, Jero Beach was operating on a fixed budget for improvements with no additional funds.

TRS worked with police staff to successfully install all requested range improvements within the allotted budget. The berm area was re-graded for proper slope and drainage for the range. A **Ballistic Concrete Wall** was placed on the newly re-graded berm, increasing the total height above the required 30-foot height minimum.

A **Granular Rubber Bullet Trap** was installed with an **integrated stormwater filtration system** to remove particulate lead. The site stormwater drainage system was improved to drain the range area adequately. Additionally, a new **electric target system** was installed on a **concrete target pad** with a **protective fence wall**. All work was completed within budget and on schedule.



PROJECT HIGHLIGHTS

Team Members: TRS
Range Safety
SDZ Analysis

Granular Rubber Bullet Trap
Ballistic Concrete Walls
Lead Mitigation

Self-Performed
Budget & Schedule Compliance





Minority Owned Small Disadvantaged Business

TRS Range Services

SMALL ARMS RANGES • DESIGN • CONSTRUCTION • SPECIALTY SERVICES

Po Box 1697
 Eagle ID, 83616

Disclaimer:
 All measurements require field verification prior to installation of design. Field adjustments may be required to ensure safety and should be completed by experienced installation staff.

No.	Revision/Issue	Date
1		
2		
3		
4		

Raymore Shooting Range
 Renovation
 22700 S. State Route 291
 Harrisonville, MO 64701

Outdoor Range Granular Rubber
 Bullet Trap
Concept Plan
Not for Construction

PROJECT:	OR23003	SHEET:	C1
DATE:	6-2023		
SCALE:	1" = 30'		





CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: August 14, 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 3841: Dean Avenue South ROW Plat

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
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STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission: Planning and Zoning Commission
Date: August 1, 2023
Action/Vote: 8-0

LIST OF REFERENCE DOCUMENTS ATTACHED

Staff Report
Final Plat Drawing

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

Grant Harrison, representing VanTrust Real Estate, is requesting final plat approval of the Dean Avenue Extension ROW Plat, which provides the necessary right-of-way to support the future extension of Dean Avenue from its current terminus south to connect to 195th Street.

This roadway will be constructed by the developer as part of the future development of the Raymore Commerce Center South project.

BILL 3841

ORDINANCE

“AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, APPROVING THE DEAN AVENUE EXTENSION ROW, 2ND PLAT, A SUBDIVISION OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 32 AND THE SOUTHWEST QUARTER OF SECTION 29, ALL IN TOWNSHIP 46N, RANGE 32W, RAYMORE, CASS COUNTY, MISSOURI.”

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

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

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

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

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

Section 2. That the subdivision known as Dean Avenue Extension ROW 2nd Plat is hereby approved for the tract of land described below:

All that part of the Northwest Quarter of Section 32 and the Southwest Quarter of Section 29, all in Township 46 North, Range 32 West in the City of Raymore, Cass County, Missouri, more particularly described by Patrick Ethan Ward, Missouri PLS-2005000071 of Olsson, LC-366, on June 27, 2023, as follows:

COMMENCING at the Southeast corner of said Southwest Quarter; thence North 86 degrees 58 minutes 38 seconds West, on the South line of said Southwest Quarter, a distance of 394.67 feet to the POINT OF BEGINNING; thence South 03 degree 01 minutes 22 seconds West, departing said South line, a distance of 20.00 feet to a point on the South right-of-way line of 195th Street as established in Book 513, Page 429; thence on said South right-of-way line, the following three (3) courses: thence South 81 degrees 42 minutes 46 seconds West a distance of 101.98 feet to a point; thence North 86 degrees 58 minutes 38 seconds West a distance of 100.00 feet to a point of curvature; thence Westerly, on a curve to the right having a radius of 498.37 feet, through a central angle of 23 degrees 06 minutes 44 seconds, an arc distance of 201.03 feet to a point on the South line of said Southwest Quarter; thence North 86 degrees 58 minutes 38 seconds West, departing said Southwesterly right-of-way line and on the South line of said Southwest Quarter, a distance of 359.38 feet to a point of curvature on the Easterly right-of-way line of Interstate 49 (formerly known as US Highway No. 71), as established in said Book 513, Page 429; thence departing said South line and on said Easterly right-of-way line, the following five (5) courses: thence Northerly, on a non-tangent curve to the left having an initial tangent bearing of North 11 degrees 36 minutes 11 seconds West, a radius of 3,424.04 feet, through a central angle of 01

degree 22 minutes 13 seconds, an arc distance of 81.88 feet to a point; thence North 09 degrees 16 minutes 44 seconds West a distance of 210.69 feet to a point; thence North 18 degrees 14 minutes 59 seconds West a distance of 213.51 feet to a point; thence North 22 degrees 55 minutes 56 seconds West a distance of 197.26 feet to a point; thence North 20 degrees 01 minutes 35 seconds West a distance of 387.61 feet to the Southwest corner of Lot 3, Raymore Commerce Center, Second Plat, a platted subdivision in said City of Raymore; thence North 89 degrees 35 minutes 22 seconds East, departing said East right-of-way line and on the South plat line of said Raymore Commerce Center, Second Plat, a distance of 266.61 feet to a point to the Southeast corner of said Raymore Commerce Center, Second Plat; thence on the Southeasterly line of said Raymore Commerce Center, Second Plat, the following four (4) courses: thence North 05 degrees 21 minutes 09 seconds East a distance of 310.85 feet to a point; thence North 71 degrees 20 minutes 46 seconds East a distance of 344.72 feet to a point of curvature; thence Northeasterly, on a curve to the left having a radius of 500.00 feet, through a central angle of 55 degrees 23 minutes 12 seconds, an arc distance of 483.34 feet to a point; thence South 74 degrees 02 minutes 26 seconds East a distance of 100.00 feet to a point; thence South 15 degrees 57 minutes 34 seconds West, departing said Southeasterly plat line, a distance of 316.98 feet to a point on the Northeasterly prolongation of the Southeasterly line of a tract of land described by Warranty Deed, recorded in Book 1225, Page 239; thence South 44 degrees 17 minutes 24 seconds West on said Southeasterly line and its Northeasterly prolongation, a distance of 253.20 feet to a point; thence continuing on said Southeasterly line, the following four (4) courses: thence South 03 degrees 21 minutes 12 seconds West a distance of 140.50 feet to a point; thence South 46 degrees 42 minutes 20 seconds West a distance of 553.66 feet to a point; thence South 02 degrees 59 minutes 17 seconds East a distance of 117.04 feet to a point; thence South 39 degrees 29 minutes 00 seconds West a distance of 54.85 feet to a point of curvature on the Northeasterly right-of-way line of said 195th Street; thence departing said Southeasterly line and on said Northeasterly right-of-way line, the following four (4) courses: thence Southeasterly, on a non-tangent curve to the right having an initial tangent bearing of South 54 degrees 11 minutes 39 seconds East, a radius of 341.48 feet, through a central angle of 29 degrees 49 minutes 00 seconds, an arc distance of 177.71 feet to a point; thence South 24 degrees 22 minutes 38 seconds East a distance of 223.80 feet to a point of curvature; thence Southerly and Southeasterly, on a curve to the left having a radius of 403.37 feet, through a central angle of 62 degrees 36 minutes 00 seconds, an arc distance of 440.71 feet to a point on a non-tangent line; thence South 77 degrees 03 minutes 04 seconds East a distance of 203.04 feet to a point; thence South 03 degrees 01 minute 22 seconds West, departing said Northerly right-of-way line, a distance of 20.00 feet to a point to the POINT OF BEGINNING, containing 614,899 Square Feet, or 14.1161 Acres, more or less.

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

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

DULY READ THE FIRST TIME THIS 14TH DAY OF AUGUST, 2023.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 28TH DAY OF AUGUST, 2023, BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Baker
Councilmember Barber
Councilmember Burke III
Councilmember Engert
Councilmember Forster
Councilmember Holman
Councilmember Townsend

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature



To: City Council
From: Planning and Zoning Commission
Date: August 14, 2023
Re: **Case #23029 - Dean Ave. Extension 2nd Plat - Final Plat**

GENERAL INFORMATION

**Applicant/
Property Owner:** Grant Harrison, VanTrust Real Estate
4900 Main Street, Ste 400
Kansas City, MO 64112

Requested Action: Final Plat Approval, Dean Ave. Extension 2nd Plat

Property Location: Dean Ave. Extension, north of 195th St.



Site Photographs:



View looking south from Dean Ave. Terminus.



View looking north from 195th St. (Just east of Interstate 49)

Existing Zoning: “PR” Parks, Recreation and Public Use District
Regional Commercial, “PUD” Planned Unit
Development District and “A” Agriculture District

Existing Surrounding Zoning: **North:** “PUD” Planned Unit Development and “A”
Agricultural District
South: “PUD” Planned Unit Development District
East: “A” Agricultural District and “PR” Parks,
Recreation and Public Use District.
West: “PUD” Planned Unit Development District

Existing Surrounding Uses: **North:** Logistics, Raymore Commerce Center
South: Undeveloped
East: Undeveloped
West: Interstate 49

Total Tract Size: 14.12 Acres

Total Number of Lots: 2 Tracts and Right-of-Way

Growth Management Plan: The Future Land Use Plan Map contained in the Growth Management Plan identifies this area as appropriate for high-density residential development and commercial development. The Growth management also identifies the right-of-way area as a future road.

Major Street Plan: The Major Thoroughfare Plan Map classifies S Dean Avenue and the extension of the road, as a Minor arterial road.

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

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

PROPOSAL

Outline of Requested Action: The applicant seeks to obtain Final Plat approval for Dean Avenue Extensions Right-of-Way.

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

PREVIOUS ACTIONS ON OR NEAR THE PROPERTY

1. The land area just south of North Cass Parkway was rezoned to ‘C-3’ Regional Commercial District on March 23, 2014.

2. The North Cass Plaza Preliminary Plan, to be located on the south side of North Cass Parkway on both sides of Dean Avenue extended, was initially approved on March 14, 2014. The preliminary plan has subsequently expired.
3. The Venue of The Good Ranch, a 204-unit townhome development proposed for the northeast corner of North Cass Parkway and Dean Avenue, was approved on September 9, 2019.
4. The area to the west of the Dean Avenue extension was rezoned to PUD on December 23, 2019.
5. The preliminary plan for the Raymore Industrial Development, proposed by Van Trust Real Estate for 136 acres adjacent to the west side of the proposed Dean Avenue extension right-of-way, was approved on December 23, 2019.
6. Dean Ave. Extension 1st Plat - Final Plat was approved by the City Council on August 24, 2020.
7. On July 25, 2023 the City Council voted to approve the Raymore Commerce Center South PUD.

ENGINEERING DIVISION COMMENTS

The Engineering Division indicated the proposed final plat complies with the design standards of the City of Raymore and recommends approval of the final plat (Please see attached Engineering Memo).

STAFF COMMENTS

1. The extension of Dean Avenue south of North Cass Parkway is included as part of the City Transportation Master Plan. The Master Plan proposes Dean Avenue to extend south to 195th Street.
2. On November 16, 2010 the Planning Commission voted to approve the Growth Management Plan and change the zoning classification of the Future Land Use Plan from “low density” to “Business Park.
3. The original alignment of Dean Ave. was planned to cut through Ranch Rd. and connect to 195th. Due to conflicts with the existing properties within the Good Ranch, this alignment is not feasible without relocating occupied homes, or condemning properties for right-of-way, which is not desirable for the City. Rather the City agreed to alter the alignment to still provide access to 195th Street as originally planned, but through a different alignment of Dean Avenue.

4. City Staff applied for the Governor's Cost Share grant and it was awarded the grant to help offset some of the overall cost of the construction for the road extension. The grant also covers costs associated with the Dean Avenue/North Cass Parkway traffic signal, and future improvements to 195th Street as part of the Raymore Commerce Center South project.
5. A scrivener's error was identified, therefore the applicant will need to revise the final plat before recording. (See condition of approval and attached email thread).

PLANNING COMMISSION PROPOSED FINDINGS OF FACT

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

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

The final plat is substantially the same as the Preliminary Plan. Dean Avenue was always intended to connect to 195th Street under the Good Ranch MOU/Land Use Plan. The final alignment has been adjusted to avoid conflict with existing homes within the Good Ranch property.

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 final plat complies with the conditions that were attached to the approval of the preliminary development plat and rezoning.

REVIEW OF INFORMATION AND SCHEDULE

<u>Action</u>	<u>Planning Commission</u>	<u>City Council 1st</u>	<u>City Council 2nd</u>
Review	August 1, 2023	August 14, 2023	August 28, 2023

STAFF RECOMMENDATION

Staff recommends that the Planning and Zoning Commission accept the staff proposed findings of fact and forward Case #23029 Dean Ave. Extension 2nd Plat - Final Plat; to the City Council with a recommendation for approval subject to the following condition:

- Prior to recording the plat, the applicant shall submit a revised final plat showing the additional right-of-way that was identified after the review process.

PLANNING & ZONING COMMISSION RECOMMENDATION 8/1/2023

At its August 1, 2023 meeting, the Planning and Zoning Commission voted 8-0 to accept the staff proposed findings of fact and forwards Case # 23029 Dean Ave. Ext. - Final Plat to the City Council with a recommendation of approval subject to the following condition.

- Prior to recording the plat, the applicant shall submit a revised final plat showing the additional right-of-way that was identified after the review process



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: August 14, 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 3839: Establishing No Parking Signs on Kentucky Road

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
August 2023	September 2023

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

Sign Location Map

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

On August 7, 2023, City staff presented information regarding parking issues along Kentucky Road within the deceleration and acceleration lanes serving the Harold Estates subdivision at the intersection of Harold Drive and Kentucky Road.

Staff is proposing to amend Schedule III: Parking Limited or Prohibited to include (4) new no parking signs located on the north and south side of the intersection of Harold Drive and Kentucky Road as follows:

1. northeast corner of Harold Drive and Kentucky Road, +/- 30' from corner
2. northeast corner of Harold Drive and Kentucky Road, +/- 300' from corner
3. southeast corner of Harold Drive and Kentucky Road, +/- 30' from corner
4. southeast corner of Harold Drive and Kentucky Road, +/- 275' from corner

The proposed parking sign locations are shown on the attached illustration.

In addition, staff will monitor compliance with the established signs and stripe no parking areas on the pavement if necessary.

BILL 3839

ORDINANCE

"AN ORDINANCE AMENDING THE CITY TRAFFIC ENGINEER'S 'SCHEDULE III: PARKING LIMITED OR PROHIBITED' TO ESTABLISH NO PARKING SIGNS WITHIN THE CITY LIMITS OF RAYMORE, CASS COUNTY, MISSOURI."

WHEREAS, the City Council of the City of Raymore finds and declares that No Parking signs should be established 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. City Council directs the City Manager and City Traffic Engineer to amend "Schedule III: Parking Limited or Prohibited" as follows:

No Parking on northbound Kentucky Road abutting the Harold Estates subdivision, generally three-hundred and fifty feet (350') north of the intersection of Kentucky Road and Harold Drive, and three-hundred and twenty-five feet (325') south of of the intersection of Kentucky Road and Harold Drive

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

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

DULY READ THE FIRST TIME THIS 14TH DAY OF AUGUST, 2023.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 28TH DAY OF AUGUST, 2023, BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Baker
Councilmember Barber
Councilmember Burke III
Councilmember Engert
Councilmember Forster
Councilmember Holman
Councilmember Townsend

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature



Sign Detail



Miscellaneous

THE RAYMORE CITY COUNCIL HELD A WORK SESSION ON MONDAY, JULY 17, 2023, AT 6:00 P.M., AT RAYMORE CITY HALL, 100 MUNICIPAL CIRCLE. PRESENT: MAYOR TURNBOW, COUNCILMEMBERS ABDELGAWAD, BAKER, BARBER, BURKE III, ENGERT, FORSTER, HOLMAN, AND TOWNSEND. ALSO PRESENT: CITY MANAGER JIM FEUERBORN, CITY ATTORNEY JONATHAN ZERR, AND CITY STAFF.

A. Water and Sewer Rates

Finance Director Elisa Williams presented to the City Council recommendations for water and sewer rates adjustments for Fiscal Year 2024. Formal consideration of the change in rates will be presented to Council at the August 28, 2023 regular meeting.

B. Prairie Lane Road Work

City Manager Jim Feuerborn presented information on a possible cost-share agreement with the County to complete road work on Prairie Lane.

C. Council Compensation

The City Council Rules and Procedures dictate that each year in July the Council shall discuss their compensation and the compensation of the Mayor. Councilmember Barber suggested increasing the Mayoral compensation. Councilmember Abdelgawad stated that if it's increased, the Council should review the job description of the Mayor. Discussion ensued. Councilmember Holman proposed an increase to \$1,500 per month for the Mayor position. A temporary committee was chosen to research the possible changes, composed of Mayor Turnbow, and Councilmembers Abdelgawad, Forster, and Holman.

D. Other

The work session of the Raymore City Council adjourned at 6:42 p.m.

THE RAYMORE CITY COUNCIL HELD A WORK SESSION ON MONDAY, APRIL 17, 2023, AT 6:00 P.M., AT RAYMORE CITY HALL, 100 MUNICIPAL CIRCLE. PRESENT: MAYOR TURNBOW, COUNCILMEMBERS ABDELGAWAD, BAKER, BARBER, BURKE III, ENGERT, FORSTER, HOLMAN, AND TOWNSEND. ALSO PRESENT: CITY MANAGER JIM FEUERBORN, CITY ATTORNEY JONATHAN ZERR, AND CITY STAFF.

A. No Parking Signs

City Manager Jim Feuerborn asked for Council input on placing no parking signs at the deceleration and acceleration lanes on Kentucky Road at the entrance to Harold Estates. Councilmember Holman indicated that there are other traffic issues in this area, such as speeding and vehicles going north using the southbound lane to bypass the stop sign and porkchop at Westgate and Kentucky. Staff was directed to bring the no parking signs to Council for formal consideration.

B. Firing Range

Mr. Feuerborn presented information on the final piece to the upgrade of the firing range which is the range itself. Final pricing and layout has been received. He also discussed use agreements for the range.

C. Other

MOTION: By Councilmember Abdelgawad, second by Councilmember Townsend to enter into executive session to discuss litigation matters and personnel matters as authorized by § 610.021(1)(3).

ROLL CALL VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Baker	Aye
	Councilmember Barber	Aye
	Councilmember Burke III	Aye
	Councilmember Engert	Aye
	Councilmember Forster	Aye
	Councilmember Holman	Aye
	Councilmember Townsend	Aye

The work session of the Raymore City Council adjourned to Executive Session at 6:21 p.m.

THE RAYMORE PARKS AND RECREATION BOARD MET IN REGULAR SESSION TUESDAY, JUNE 27, 2023, IN COUNCIL CHAMBERS AT 100 MUNICIPAL CIRCLE, RAYMORE, MISSOURI.

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

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

1. Call to Order: Chairman Trautman called the meeting to order at 6:05 pm.

2. Roll Call

3. Pledge of Allegiance

4. Personal Appearances

Recreation Coordinator Corinne Harkins and Athletic Coordinator Nick Cook provided the Park Board members an update on their current programs, activities, and leagues.

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

May 23, 2023

Motion: Member Manson moved to approve the Park Board minutes of May 23, 2023. Member Cooper seconded the motion.

Discussion:

Vote:	6 Aye	Member Clark	Aye
	0 Nay	Member Collier	Absent
	1 Absent	Member Cooper	Aye
		Member Manson	Aye
		Member Mapes	Aye
		Member Scott	Aye
		Member Trautman	Aye

6. Staff Reports

- Recreation/Facilities Superintendent Brennon highlighted his written report.
- Parks Superintendent Rulo highlighted his written report.
- Director Musteen highlighted his written report.

7. Unfinished Business - None

8. New Business - None

9. Public Comments

10. Board Member Comments

11. Adjournment

Motion: Member Manson motioned for adjournment.
Member Cooper seconded the motion.

Discussion:

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

The regular meeting of the Raymore Parks and Recreation Board adjourned at 6:18 p.m.

Respectfully submitted,

Greta Naab
Office Assistant

THE **PLANNING AND ZONING COMMISSION** OF THE CITY OF RAYMORE, MISSOURI, MET IN REGULAR SESSION **TUESDAY, JUNE 20, 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, ERIC SMITH, AND MAYOR TURNBOW. ABSENT WAS MARIO URQUILLA. ALSO PRESENT WAS DEVELOPMENT SERVICES DIRECTOR DAVID GRESS, CITY PLANNER DYLAN EPPERT, CITY ATTORNEY JONATHAN ZERR, ASSISTANT CITY ENGINEER TRENT SALSBURY, AND ADMINISTRATIVE ASSISTANT EMILY JORDAN.

1. **Call to Order** – Chairman Wiggins called the meeting to order at 6:00 p.m.
2. **Pledge of Allegiance**
3. **Roll Call** – Roll was taken and Chairman Wiggins declared a quorum present to conduct business.
4. **Personal Appearances - none**
5. **Consent Agenda**
 - a. **Approval of Minutes from the June 6, 2023 meeting.**

Motion by Commissioner Faulkner, Seconded by Commissioner Smith, to approve the Consent Agenda with corrections as noted.

Vote on Motion:

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

Motion passed 6-0-1.

6. **Unfinished Business - none**
7. **New Business -**
 - a. **Case #23022 - Grant Park Villas Site Plan**

Jeff Beckler with Zimmerman Properties came to the podium to give an overview of the request. He was before the Commission in 2018 with a rezoning for the same project, which was completed, but the development of the property stalled due to lack of funding. The funding has since been secured, so the application to move the project along has been submitted.

City Planner Dylan Eppert gave an overview of the case, including the existing zoning and surrounding uses, total tract size, the Growth Management Plan and Major Street Plan. Also covered were the previous actions on the property and Staff comments. Mr. Eppert noted that the east property line abuts the Ramblewood subdivision, and type A screening is required. Parking, landscaping, pedestrian access, stormwater management, and site access have all

been reviewed and are acceptable. Staff recommends the Commission accept the proposed findings of fact and approve the case.

Mayor Turnbow asked if there were any differences between the case presented at this meeting and the previous application that was filed.

Mr. Beckler noted that there are not any differences between applications. This was originally proposed as a 55+ community, but will no longer be. There will be 15% of the housing capacity put aside for veterans, and West Central will be the property manager.

Motion by Mayor Turnbow, Seconded by Commissioner Faulkner, to accept the Staff Proposed findings of fact and approve Case #23022, Grant Park Villas Site Plan subject to the 15 conditions as outlined.

Vote on Motion:

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

Motion passed 8-0-0.

b. Case #23023 - Lot 1 Grant Park Villas Final Plat

Mr. Eppert gave the Staff Report, including the existing zoning, total tract size, total number of lots, and density. Since the case is for the same project as the previous case, most of the information such as Staff comments have already been covered in the previous case. Staff recommends the Commission accept the proposed findings of fact and forward the case to the City Council with a recommendation of approval.

Mayor Turnbow asked if the developers are required to apply for LITEC financing.

Mr. Beckler noted that they already have applied, and have been approved.

Motion by Mayor Turnbow, Seconded by Commissioner Mansur to accept Staff proposed findings of fact and forward Case #23023, Lot 1 Grant Park Villas Final Plan 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 Smith	Aye

Commissioner Petermann	Aye
Commissioner Urquilla	Absent
Commissioner Mansur	Aye
Mayor Turnbow	Aye

Motion passed 8-0-0.

8. City Council Report

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

9. Staff Report

Mr. Eppert noted that there is not a meeting scheduled, and hopes everyone has a happy and safe 4th of July.

10. Public Comment

No public comments.

11. Commission Member Comment

Commissioner Bowie thanked Staff, and mentioned that he feels like the east side of Raymore along 58 Highway is a large variety of uses. Raymore has a plan for the City, but it doesn't seem like the plan is being followed.

Commissioner Mansur thanked Staff and wished everyone a Happy 4th of July.

Commissioner Petermann wished everyone a Happy 4th of July.

Commissioner Faulkner thanked Staff.

Commissioner Fizer thanked Staff and wished everyone a Happy 4th of July.

Commissioner Smith wished a Happy 4th of July to everyone.

Chairman Wiggins wished everyone a Happy 4th of July, and asked Staff about the application regarding Willowind.

Staff noted that the application for that location fell through.

Mayor Turnbow noted that there is a transition plan for that side of Raymore, and the Commercial spaces at Oak Ridge Farms will be a good addition. Thanks to Staff.

12. Adjournment

Motion by Commissioner Faulkner, Seconded by Commissioner Mansur, to adjourn the June 20, 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 Smith	Aye
Commissioner Urquilla	Absent
Commissioner Mansur	Aye
Mayor Turnbow	Aye

Motion passed 8-0-0.

The June 20, 2023 meeting adjourned at 6:25 p.m.

Respectfully submitted,

Emily Jordan