

AGENDA

Raymore City Council Regular Meeting
City Hall – 100 Municipal Circle
Monday, February 12, 2024
6:00 p.m.

1. Call to Order

2. Roll Call

3. Pledge of Allegiance

4. Presentations/Awards

5. Personal Appearances

- City Auditor – Kim Pearson, Dana F. Cole & Co., FY 2023 Financial Statements (provided to Council under separate cover)

6. Staff Reports

- A. Development Services (pg 9)
- B. Monthly Court Report (pg 15)
- C. Police/Emergency Management (pg 17)

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, January 22, 2024 (pg 21)
- B. Approval of Safety Traffic Enforcement Program (S.T.E.P.)

Reference: - Agenda Item Information Sheet (pg 27)
- Resolution 24-06: Overtime Hazardous Moving Violation Enforcement (pg 29)
- Resolution 24-07: Overtime DWI Enforcement (pg 31)

Resolutions 24-06 and 24-07 are for a continuation of the City's S.T.E.P. Grant (Safety Traffic Enforcement Program), through the Missouri Division of Traffic and Highway Safety. One Resolution is for the overtime enforcement

of hazardous moving violations and the second is for overtime funding for DWI enforcement.

C. Salt Dome Pad Replacement Project - Acceptance and Final Payment

Reference: - Resolution 24-05 (pg 33)

The Director of Public Works has determined that the project has been satisfactorily completed in accordance with the project specifications.

D. 2022 Street Preservation Project - Acceptance and Final Payment

Reference: - Resolution 24-09 (pg 35)

The Director of Public Works has determined that the project has been satisfactorily completed in accordance with the project specifications.

E. 2023 Street Preservation Project - Acceptance and Final Payment

Reference: - Resolution 24-11 (pg 37)

The Director of Public Works has determined that the project has been satisfactorily completed in accordance with the project specifications.

F. Appointment of Loren Shanks to the Planning and Zoning Commission

Reference: - Resolution 24-12 (pg 39)
- Volunteer Application (pg 40)

Mayor Turnbow is recommending the appointment of Loren Shanks, a Ward 4 representative, to the Planning and Zoning Commission. The appointment is now before the City Council for approval.

G. Appointment of Gary Graves to the Arts Commission

Reference: - Resolution 24-13 (pg 41)
- Volunteer Application (pg 42)

Mayor Turnbow is recommending the appointment of Gary Graves, an at-large representative, to the Arts Commission. The appointment is now before the City Council for approval.

9. Unfinished Business - Second Reading

A. Award of Contract - Heritage Hills Streetlight Installation

Reference: - Agenda Item Information Sheet (pg 45)
- Bill 3873 (pg 47)
- Proposal (pg 49)

This project calls for the installation of 12 new streetlights in Heritage Hills. Staff is recommending the award of this contract to Black & McDonald.

- City Council, 01/22/2024: Approved 8-0

10. New Business - First Reading

A. Creekside Ranch Annexation

Reference: - Agenda Item Information Sheet (pg 53)
- Bill 3875 (pg 55)
- Staff Report (pg 57)
- Annexation Agreement (pg 62)
- Annexation Boundary Exhibit (pg 70)

Fred Delibero, representative of the Lisa Delibero Trust, is requesting voluntary annexation into the City limits of Raymore under Section 71.014 of the Revised Statutes of Missouri, for approximately 89.67 acres of land located at the northeast corner of Gore Road and Kurzweil Road. The application is being filed concurrently with a rezoning request and a preliminary plat request.

B. Creekside Ranch Rezoning "A" to "RE" (public hearing)

Reference: - Agenda Item Information Sheet (pg 71)
- Bill 3876 (pg 73)
- Staff Report (pg 75)
- Rezoning Boundary Exhibit (pg 90)

Fred Delibero, representative of the Lisa Delibero Trust, is requesting the rezoning of approximately 89.67 acres of land located at the northeast corner of Gore Road and Kurzweil Road from its current "A" Agricultural zoning classification, to an "RE" Rural Estate zoning classification. The "RE" zoning designation permits the development of 3-acre residential lots.

C. Creekside Ranch Preliminary Plat (public hearing)

Reference: - Agenda Item Information Sheet (pg 91)
- Resolution 24-08 (pg 93)
- Staff Report (pg 95)
- Preliminary Plat Drawing (pg 110)
- Memorandum of Understanding (pg 111)

Fred Delibero, representative of the Lisa Delibero Trust, is requesting preliminary plat approval for the Creekside Ranch subdivision, a proposed 23-lot subdivision located at the northeast corner of Gore Road and Kurzweil Road, containing 22 3-acre lots, and one ten acre lot.

D. Authorizing Special Obligation Bonds, Series 2024

Reference: - Agenda Item Information Sheet (pg 125)
- Bill 3877 (pg 127)

The Series 2024 Special Obligation Bond issue will be for the reconstruction and replacement of Park trails. The amount is \$3,365,000.

E. Ward Road Payment Approval (emergency reading)

Reference: - Agenda Item Information Sheet (pg 163)
- Bill 3874 (pg 165)

Bill 3874 authorizes the City staff to make the required payments and execute certain agreements and acceptances of the negotiated rights-of-way and easements necessary to begin the Ward Road Improvement Project.

F. Senate Bill 190 Resolution

Reference: - Agenda Item Information Sheet (pg 175)
- Resolution 24-14 (pg 177)

At the February 5 work session, the City Council directed staff to prepare a Resolution for City Council consideration that would respectfully request that the Cass County Commission refrain from taking any action imposing the elements of the Senate Bill 190 Homestead Tax Credit. That Resolution is now in front of the Council for their consideration.

11. Public Comments

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

12. Mayor/Council Communication

13. Adjournment

EXECUTIVE SESSION (CLOSED MEETING)

The Raymore City Council is scheduled to enter into executive session to discuss litigation and personnel as authorized by RSMo 610.021 (1)(3).

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

- Litigation matters as authorized by § 610.021 (1),

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

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

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

Staff Reports



MONTHLY DEPARTMENT REPORT JANUARY 2024

BUILDING PERMIT & INSPECTION ACTIVITY -

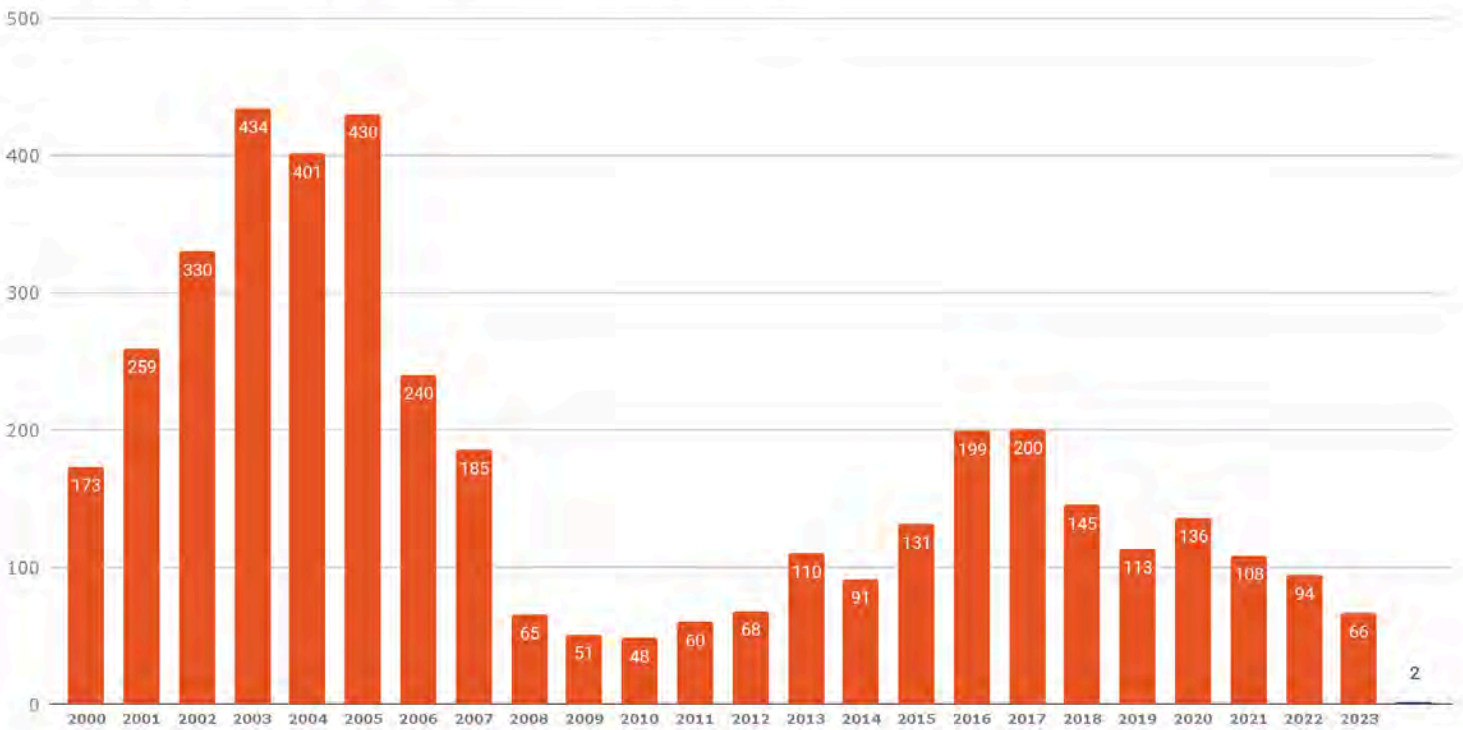
TYPE OF PERMIT	JAN 2024	2024 YTD	2023 YTD	2023 TOTAL
Detached Single-Family Residential	2	2	2	71
Attached Single-Family Residential	0	0	0	110
Multi-Family Residential (apartment)	0	0	0	0
Miscellaneous Residential (deck; roof)	40	40	39	753
Commercial - New, Additions, Alterations	1	1	2	27
Sign Permits	2	2	2	64
BUILDING INSPECTIONS	JAN 2024	2024 YTD	2023 YTD	2023 TOTAL
Total No. of Inspections	382	382	461	5,514
Residential Inspections	178	178	203	2,836
Commercial Inspections	204	204	258	2,678
INVESTMENT	JAN 2024	2024 YTD	2023 YTD	2023 TOTAL
Total Residential Permit Valuation	\$707,310	\$707,310	\$468,900	\$47,930,930
Total Commercial Permit Valuation	\$864,310	\$864,310	\$906,200	\$40,675,232

BUILDING CONSTRUCTION ACTIVITY -

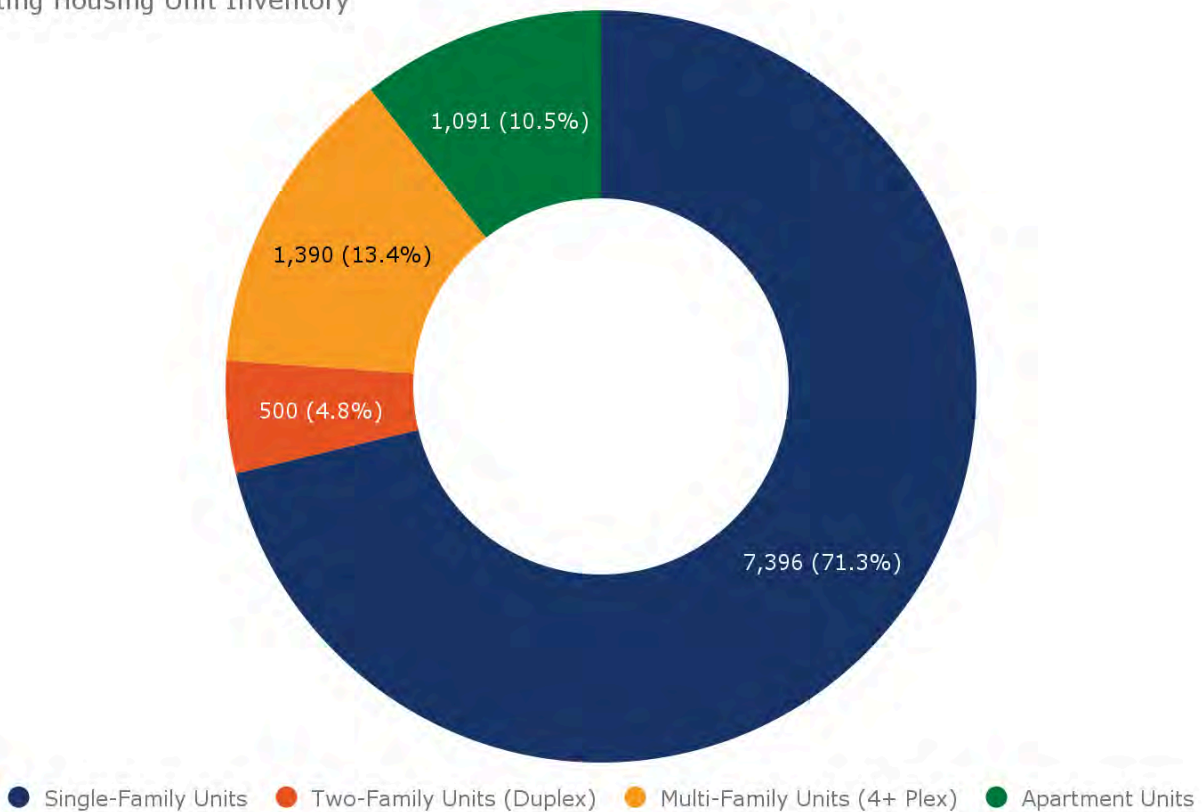
- Staff issued a Certificate of Occupancy for the Nuuly distribution center located at 1300 S. Dean Avenue.
- Staff issued a Temporary Certificate of Occupancy for Harmar, located at 1204 S. Dean Avenue.
- Tenant finish work is underway at 1206 S. Dean Avenue for the location of A4 Apparel, a clothing distribution facility located within the Raymore Commerce Center.
- Tenant finish work continues at the Sano Orthopedic Office located at 121 N. Dean Avenue.
- Staff issued a Certificate of Occupancy for Abelardos, located at 2023 W. Foxwood Drive.
- Site work commenced again at the HTeaO project following the winter weather

BUILDING PERMIT TRENDS AND HOUSING UNIT INVENTORY -

Single Family Housing Permit Trends 2000-2024



Existing Housing Unit Inventory



CODE ENFORCEMENT ACTIVITY -

CODE ENFORCEMENT	JAN 2024	2024 YTD	2023 YTD	2023 TOTAL
Code Enforcement Cases Opened	50	50	44	682
<i>Notices Mailed</i>				
- Tall Grass/Weeds	0	0	1	131
- Inoperable Vehicles	32	32	25	230
- Junk/Trash/Debris in Yard	5	5	9	125
- Object placed in right-of-way	0	0	0	19
- Parking of vehicles in front yard	1	1	1	31
- Exterior home maintenance	8	8	5	76
- Other (trash at curb early; signs; etc)	0	0	0	0
Properties mowed by City Contractor	0	0	0	59
Abatement of violations (silt fence repaired; trees removed; stagnant pools emptied; debris removed)	0	0	0	5
Signs in right-of-way removed	42	42	49	628
Violations abated by Code Officer	4	4	3	55

PLANNING AND ZONING ACTIVITY -

CURRENT PROJECTS -

- Comprehensive Plan
- Site Plan Amendment - Elite Fence and Deck Expansion
- Park Side Pool and Clubhouse Site Plan
- Kurzweil & Gore (NE Corner) Annexation and Preliminary Development

ACTIONS OF BOARDS, COMMISSIONS & CITY COUNCIL -

JANUARY 2, 2024 PLANNING AND ZONING COMMISSION -

- Meeting canceled - no business items

JANUARY 8, 2024 CITY COUNCIL -

- No Development Services items scheduled

JANUARY 16, 2024 PLANNING AND ZONING COMMISSION -

- Park Side Pool and Clubhouse Site Plan
- Site Plan Amendment - Elite Fence and Deck Expansion
- Rezoning "A" Agricultural District to "RE" Rural Estate District - Creekside Ranch (public hearing)
- Preliminary Plat - Creekside Ranch (public hearing)

JANUARY 22, 2024 CITY COUNCIL MEETING -

- 2023 Annual TIF Progress Summary (Economic Development)
- 2023 Annual Report

UPCOMING MEETINGS -

FEBRUARY 6, 2024 PLANNING AND ZONING COMMISSION -

- Not items currently scheduled

FEBRUARY 12, 2024 CITY COUNCIL MEETING -

- 1st Reading - Voluntary Annexation - Creekside Ranch - NE Corner of Gore & Kurzweil
- 1st Reading - Rezoning "A" Agricultural District to "RE" Rural Estate District - Creekside Ranch (public hearing)
- 1st Reading - Preliminary Plat - Creekside Ranch (public hearing)

FEBRUARY 20, 2024 PLANNING AND ZONING COMMISSION -

- Not items currently scheduled

FEBRUARY 26, 2024 CITY COUNCIL MEETING -

- 2nd Reading - Voluntary Annexation - Creekside Ranch - NE Corner of Gore & Kurzweil
- 2nd Reading - Rezoning "A" Agricultural District to "RE" Rural Estate District - Creekside Ranch (public hearing)

JANUARY DEPARTMENT ACTIVITY & EVENTS -

- Development Services staff held a Good Neighbor meeting for the proposed [Creekside Ranch subdivision](#), a proposed 23-lot subdivision consisting of 3-acre estate lots located at the northeast corner of Gore Road and Kurzweil Road. 9 residents attended the meeting in addition to City staff and the applicant. The project includes a request for annexation into the city, rezoning to "RE" Rural Estate, as well as a preliminary plat request for the subdivision. The Planning and Zoning Commission will review this request at their Jan. 16, 2024 meeting.
- The Planning and Zoning Commission met on Jan. 16, 2024 to review 4 applications. The Commission approved a proposed rezoning and preliminary plat for the [Creekside Ranch subdivision](#), a proposed expansion to [Elite Fence and Deck](#), and a site plan for the Park Side subdivision community pool.
- Economic Development Director Jordan Lea completed the Business Retention and Expansion class through the University of Oklahoma's Economic Development Institute.
- Economic Development Director Jordan Lea and Development Services Director David Gress attended the monthly Events Committee meeting of the Raymore Chamber of Commerce to discuss upcoming events for the year.

- City staff met with Olsson for the monthly check-in on the City's Comprehensive Plan project.
- City Planner Dylan Eppert attended an Elder Abuse seminar hosted by Mid-America Regional Council in Kansas City, Missouri.
- Development Services Director David Gress and City Planner Dylan Eppert attended the First Suburbs Coalition webinar hosted by Mid-America Regional Council.
- Development Services Director David Gress attended the monthly Raymore Chamber of Commerce Coffee & Connections hosted by [Dave's Bike Shop](#).
- Economic Development Director Jordan Lea attended the first two classes of the Heartland Certified Public Manager Program presented by the University of Kansas Public Management Center.
- Development Services Director David Gress and Economic Development Director Jordan Lea attended the monthly membership luncheon hosted by the [Raymore Chamber of Commerce](#).
- Development Services Director David Gress met with representatives from MODOT and VanTrust to discuss the ongoing projects under the City's Governor's Transportation Cost Share Program.
- Development Services Director David Gress and City Planner Dylan Eppert attended a webinar hosted by AARP regarding 2024 Community Challenge Grant opportunities.
- Development Service Director David Gress and City Planner Dylan Eppert attended the South Kansas City Planners meeting.
- The 2023 Annual Report has been published! This report highlights the economic growth in Raymore from January 2023 through December 2023. It details industrial, commercial and residential activity, as well as infrastructure and quality of life projects. [The full report can be viewed online!](#)
- Economic Development Director Jordan Lea and Human Resources Director Shawn Aulgur attended a luncheon hosted by Real World Learning, Kauffman Center Foundation.

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: Jan 1, 2024 - Jan 31, 2024	
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		86	1,600	603
B. Cases (citations/informations) filed		3	162	34
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	3	2
3. court/bench trial - NOT GUILTY		0	0	2
4. plea of GUILTY in court		8	111	25
5. Violations Bureau Citations (i.e. written plea of guilty) and bond forfeiture by court order (as payment of fines/costs)		0	94	0
6. dismissed by court		0	8	5
7. <i>nolle prosequi</i>		0	2	5
8. certified for jury trial (not heard in Municipal Division)		0	0	0
9. TOTAL CASE DISPOSITIONS		8	218	39
D. Cases (citations/informations) pending at end of month [pending caseload = (A+B)-C9]		81	1,544	598
E. Trial de Novo and/or appeal applications filed		0	0	0
<u>III. WARRANT INFORMATION (pre- & post-disposition)</u>		<u>IV. PARKING TICKETS</u>		
1. # Issued during reporting period	104	1. # Issued during period	0	
2. # Served/withdrawn during reporting period	43	<input type="checkbox"/> Court staff does not process parking tickets		
3. # Outstanding at end of reporting period	1,803			

MUNICIPAL DIVISION SUMMARY REPORTING FORM

COURT INFORMATION	Municipality: Raymore Municipal	Reporting Period: Jan 1, 2024 - Jan 31, 2024
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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	\$18,255.00	Bad Check Fee	\$50.00
Clerk Fee - Excess Revenue	\$1,992.00	Court Automation	\$1,428.00
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Excess Revenue	\$61.42	Law Enf Arrest-Local	\$885.50
Bond forfeitures (paid to city) - Excess Revenue	\$45.00	Total Other Disbursements	\$2,363.50
Total Excess Revenue	\$20,353.42	Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited	\$31,704.50
Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)		Bond Refunds	\$2,704.50
		Total Disbursements	\$34,409.00
Fines - Other	\$4,992.50		
Clerk Fee - Other	\$456.00		
Judicial Education Fund (JEF) <input type="checkbox"/> Court does not retain funds for JEF	\$0.00		
Peace Officer Standards and Training (POST) Commission surcharge	\$204.00		
Crime Victims Compensation (CVC) Fund surcharge - Paid to State	\$1,454.52		
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Other	\$14.06		
Law Enforcement Training (LET) Fund surcharge	\$408.00		
Domestic Violence Shelter surcharge	\$815.50		
Inmate Prisoner Detainee Security Fund surcharge	\$408.00		
Restitution	\$0.00		
Parking ticket revenue (including penalties)	\$0.00		
Bond forfeitures (paid to city) - Other	\$235.00		
Total Other Revenue	\$8,987.58		

Police/Emergency Management Report 02-12-24

	2021		2022		2023			
*OFFENSES	596	-10%	800	+25.5%	676	-15%		
*CLEARED	258	43.2%	269	33.6%	233	34%		
ARRESTS	621	-3%	599	-3.6%	612	+2%		
								NATIONAL
<i>VIOLENT</i>		CLEARED		CLEARED		CLEARED		
*MURDER	1	1	0	0	0	0		
*RAPE	3	1	2	0	6	1		
*ROBBERY	3	3	4	3	1	1		
*AGG. ASSAULT	8	3	26	12	21	14		
								NATIONAL
<i>PROPERTY</i>								
*BURGLARY	22	4	32	3	20	2		
*STEALING	184	39	315	70	264	69		
M/V THEFT	24	1	43	5	34	13		

- 1 involuntary manslaughter - cleared
- Investigations took in 424 cases and cleared 167 - 79 closed - 15 unfounded - We have additional 65 cases submitted at the CCPA awaiting filing decision.
- Above - *reportable NIBRS scored crime overview.

Raymore Communications Center Numbers							
	Total CAD Events	Handled by Dispatch CAD Events	Total Raymore PD Events	Raymore PD Report Numbers	Peculiar PD Events	South Metro Fire Report Numbers	West Peculiar Fire Report Numbers
2021	37075	3717	20683	2302	7072	4342	1261
2022	40798	3353	23179	2227	8176	4461	1429
2023	45989	4081	27950	2408	7854	4693	1411
	Total Phone Calls	Non-Emergency Calls	Emergency Calls				
2021	49421	39498	9923				
2022	48986	39593	9393				
2023	49192	39046	10146				
	Raymore Warrants	Peculiar Warrants					
2021	1181 + Show Me Courts	209	2021				
2022	2468	259	2022				
2023	848	301	2023				
	<u>Animal Control</u>						
2022		491					
2023		327					

Consent Agenda

THE RAYMORE CITY COUNCIL MET IN REGULAR SESSION ON MONDAY, JANUARY 22, 2024, IN COUNCIL CHAMBERS AT 100 MUNICIPAL CIRCLE, RAYMORE, MISSOURI. MEMBERS 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 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.

3. Pledge of Allegiance

4. Presentation/Awards

5. Personal Appearances

6. Staff Reports

Parks and Recreation Director Nathan Musteen reviewed the staff report included in the packet. He announced Candice Mangum was recently hired as Business Development Coordinator for the Parks and Recreation department. He answered questions from Council.

City Attorney Jonathan Zerr introduced Mandy Marshall, a new associate with his firm.

Communications Manager Melissa Harmer noted the positive engagement on social media regarding the diligent work of the Public Works, Engineering, and Parks departments in keeping the streets cleared.

Economic Development Director Jordan Lea presented the Economic Development Annual Report for 2023. The report will be available online.

City Manager Jim Feuerborn announced there will be no work session on January 29.

Councilmember Townsend stated Raymore was highlighted in the KC Business Journal Book of Lists as the third fastest growing community and was previously listed as one of the wealthiest communities in the region in 2019-2020.

7. Committee Reports

8. Consent Agenda

A. City Council Meeting minutes, January 8, 2024

B. Resolution 24-01: Appointments and Affirmations of Membership to Incentive District Boards

C. Resolution 24-04: Hunter's Glen Storm Repair Project - 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	Aye
	Councilmember Engert	Aye
	Councilmember Forster	Aye
	Councilmember Holman	Aye
	Councilmember Townsend	Aye

9. Unfinished Business

A. Award of Contract - Rec Park Trail Repairs

BILL 3862: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH TC FULLER CONSTRUCTION LLC FOR THE RECREATION PARK TRAIL REPAIR, PROJECT NUMBER 23-436-201, IN THE AMOUNT OF \$50,480 AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS."

City Clerk Erica Hill conducted the second reading of Bill 3862 by title only.

MOTION: By Councilmember Abdelgawad, second by Councilmember Townsend to approve the second reading of Bill 3862 by title only.

DISCUSSION: None

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

Mayor Turnbow announced the motion carried and declared Bill 3862 as **Raymore City Ordinance 2024-006**.

10. New Business

A. Tax Increment Financing Plans and Redevelopment Projects - Progress Overview (public hearing)

Mayor Turnbow opened the public hearing at 6:11 p.m. and called for a staff report.

Economic Development Director Jordan Lea reviewed the information included in the Council packet. In accordance with RSMo. 99.865, staff reviewed the progress of the various Tax Increment Financing (TIF) Plans throughout the City to determine if the plans and redevelopment projects associated with such plans are making satisfactory progress under the proposed time schedules outlined with the approved plans. Staff provided a summary of the following TIF Plans and Redevelopment Projects with the City: Foxwood Village Shops TIF Plan, Highway 58 West Extended Redevelopment TIF Plan (Galleria), and Highway 58 and Dean Avenue TIF Plan (Raymore Marketplace). Staff answered questions from Council.

Mayor Turnbow opened the floor for public comment. Hearing none, he closed the public hearing at 6:14 p.m.

MOTION: By Councilmember Abdelgawad, second by Councilmember Townsend to accept the report from staff on the Tax Increment Financing Plans and Redevelopment Projects.

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

B. Award of Contract - Heritage Hills Streetlight Installation

BILL 3873: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT PROPOSAL WITH BLACK & MCDONALD FOR THE HERITAGE HILLS STREETLIGHT INSTALLATION, IN THE AMOUNT OF \$157,361.03 AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS."

City Clerk Erica Hill conducted the first reading of Bill 3873 by title only.

Assistant City Manager Ryan Murdock reviewed the information included in the Council packet. The 2020 No Tax Increase General Obligation Bonds approved by the voters of the City of Raymore on August 4, 2020, included funding for the addition of missing street lights within the Heritage Hills subdivision. Staff is requesting approval for Black & McDonald to install 12 new streetlights in Heritage Hills. This proposal will construct half of the streetlights in the project.

Councilmember Holman asked about locations of the lights and easements. Mr. Feuerborn stated that the City is encountering one or two challenges but is making progress in that area now.

MOTION: By Councilmember Abdelgawad, second by Councilmember Townsend to approve the first reading of Bill 3873 by title only.

DISCUSSION: None

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

11. Public Comment

12. Mayor/Council Communication

Mayor Turnbow and Councilmembers thanked the crews that have been clearing the streets, thanked Ms. Harmer for her social media work, and thanked staff for their ongoing efforts in Jefferson City to fight the landfill.

Councilmember Baker noted the new Abelardo's restaurant that opened last week.

Councilmember Townsend discussed Mr. Feuerborn's response to a resident's inquiry about the City being open during the recent weather event.

Mayor Turnbow stated there will be a Raymore Chamber of Commerce special meeting to consider endorsing the Use Tax ballot question.

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

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 regular meeting of the Raymore City Council adjourned to Executive Session at 6:27 p.m.

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	Aye
	Councilmember Engert	Aye
	Councilmember Forster	Aye
	Councilmember Holman	Aye
	Councilmember Townsend	Aye

The regular meeting of the Raymore Council adjourned at 7:05 p.m.

Respectfully submitted,

Erica Hill
City Clerk



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: February 12, 2024

SUBMITTED BY: Jim Wilson

DEPARTMENT: Police

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

TITLE / ISSUE / REQUEST

S.T.E.P. Grants-Hazardous Moving Violations, DWI Enforcement

STRATEGIC PLAN GOAL/STRATEGY

FINANCIAL IMPACT

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

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
October 1, 2024	September 30, 2025

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

Resolution 24-06: Hazardous Moving Violation Enforcement
Resolution 24-07: DWI Enforcement

REVIEWED BY:

EH

BACKGROUND / JUSTIFICATION

The two attached Resolutions are for a continuation of the City's "S.T.E.P. Grant" (Safety Traffic Enforcement Program), through the Missouri Division of Traffic and Highway Safety. Resolution 24-06 is for the overtime enforcement of hazardous moving violations, and Resolution 24-07 is for overtime funding for DWI enforcement.

In 1998, the law enforcement agencies of Cass County formed the Safety Traffic Enforcement Program (S.T.E.P.) coalition, by signing a mission statement. Through this organization, multi-jurisdictional enforcement is conducted monthly in an effort to reduce the number of persons killed or injured in motor vehicle crashes.

The majority of the law enforcement agencies involved with S.T.E.P. are small police departments with limited budgets, manpower, and equipment. By combining resources, and with the assistance of the Missouri Division of Traffic and Highway safety, the agencies are able to operate concentrated enforcement efforts in high crash locations throughout the county.

Cass County ranks 12th in the state for all traffic crashes, 12th for fatal crashes, 12th for major disabling injury crashes, 11th for all speed-related crashes, and 13th for all alcohol/drug-related crashes.

Working together with the Missouri Division of Traffic and Highway Safety, area law enforcement agencies can promote traffic safety and help reduce traffic crashes through this grant.

RESOLUTION 24-06

"A RESOLUTION OF THE RAYMORE CITY COUNCIL STATING INTENT TO SEEK FUNDING THROUGH THE MISSOURI DIVISION OF TRAFFIC AND HIGHWAY SAFETY FOR THE ENFORCEMENT OF HAZARDOUS TRAFFIC VIOLATIONS AND AUTHORIZING THE CITY MANAGER TO PURSUE ACTIVITIES IN AN ATTEMPT TO SECURE FUNDING."

WHEREAS, the Raymore Police Department is committed to enhancing the safety of the motoring public and dedicated to providing the citizens of Raymore with quality police services.

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

Section 1. The Raymore City Council desires to participate with the Missouri Division of Traffic and Highway Safety in an effort to enhance traffic safety and reduce traffic crashes.

Section 2. The Missouri Division of Traffic and Highway Safety offers communities monetary assistance by providing overtime funds for the enforcement of hazardous traffic violations affecting traffic safety, in an effort to reduce traffic crashes.

Section 3. The City of Raymore has benefited in the past and continues to benefit from Missouri Division of Traffic and Highway Safety funding for the enforcement of hazardous traffic violations.

Section 4. The City of Raymore intends to continue enforcement efforts to reduce traffic crashes.

Section 5. The City Manager is authorized to prepare and submit the appropriate documents to the Missouri Division of Traffic and Highway Safety in an effort to secure funding to enhance traffic safety and reduce traffic crashes in the City of Raymore.

DULY READ AND PASSED THIS 12TH DAY OF FEBRUARY, 2024, 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 24-07

"A RESOLUTION OF THE RAYMORE CITY COUNCIL STATING INTENT TO SEEK FUNDING THROUGH THE MISSOURI DIVISION OF TRAFFIC AND HIGHWAY SAFETY FOR THE ENFORCEMENT OF ALCOHOL-RELATED TRAFFIC VIOLATIONS AND AUTHORIZING THE CITY MANAGER TO PURSUE ACTIVITIES IN AN ATTEMPT TO SECURE FUNDING."

WHEREAS, the Raymore Police Department is committed to enhancing the safety of the motoring public and dedicated to providing the citizens of Raymore with quality police services.

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

Section 1. The Missouri Division of Traffic and Highway Safety offers monetary assistance by providing overtime funds for the enforcement of drinking and driving laws affecting traffic safety, in an effort to reduce alcohol-related traffic crashes.

Section 2. The City of Raymore has benefited in the past and continues to benefit from Missouri Division of Traffic and Highway Safety funding for the enforcement of alcohol-related traffic violations.

Section 3. The City of Raymore intends to continue enforcement efforts to reduce alcohol-related traffic crashes.

Section 4. The City of Raymore desires to participate with the Missouri Division of Traffic and Highway Safety in an effort to enhance traffic safety and reduce alcohol-related traffic crashes.

Section 5. The City Manager is authorized to prepare and submit the appropriate documents to the Missouri Division of Traffic and Highway Safety in an effort to secure funding to enhance traffic safety and reduce alcohol-related traffic crashes in the City of Raymore.

DULY READ AND PASSED THIS 12TH DAY OF FEBRUARY, 2024, 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 24-05

"A RESOLUTION OF THE CITY OF RAYMORE, MISSOURI, ACCEPTING THE SALT DOME PAD REPLACEMENT PROJECT."

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

WHEREAS, the Director of Public Works 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 Salt Dome Pad Replacement Project is accepted.

Section 2. The final payment in the amount of \$3,041.30 is approved.

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

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

DULY READ AND PASSED THIS 12TH DAY OF FEBRUARY, 2024 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 24-09

"A RESOLUTION OF THE CITY OF RAYMORE, MISSOURI, ACCEPTING THE 2022 STREET PRESERVATION PROJECT."

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

WHEREAS, the Director of Public Works 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 Street Preservation Project is accepted.

Section 2. The final payment in the amount of \$12,805.07 is approved.

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

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

DULY READ AND PASSED THIS 12TH DAY OF FEBRUARY, 2024 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 24-11

"A RESOLUTION OF THE CITY OF RAYMORE, MISSOURI, ACCEPTING THE 2023 STREET PRESERVATION PROJECT."

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

WHEREAS, the Director of Public Works 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 2023 Street Preservation Project is accepted.

Section 2. The final payment in the amount of \$14,247.52 is approved.

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

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

DULY READ AND PASSED THIS 12TH DAY OF FEBRUARY, 2024 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 24-12

"A RESOLUTION OF THE CITY OF RAYMORE, MISSOURI, APPROVING AN APPOINTMENT TO THE RAYMORE PLANNING AND ZONING COMMISSION."

WHEREAS, Section 465.020 of the Raymore City Code and Section 8.1 of the Raymore City Charter authorizes the Mayor to appoint members to the Raymore Planning and Zoning Commission with the advice and consent of a majority of the City Council.

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

Section 1. Appointments shall be approved with the advice and consent of a majority of the Council.

Section 2. The Council consents to the Mayor's reappointment of the following person to the Planning and Zoning Commission for Ward 4 to fill the unexpired term of Jeremy Mansur.

<u>NAME</u>	<u>EFFECTIVE</u>	<u>TERM EXPIRES</u>
Loren Shanks	February 12, 2024	October 31, 2024

DULY READ AND PASSED THIS 12TH DAY OF FEBRUARY, 2024, 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



Erica Hill <ehill@raymore.com>

Online Volunteer Application

1 message

webmaster@raymore.com <webmaster@raymore.com>
To: rmurdock@raymore.com, EHill@raymore.com

Thu, Jul 27, 2023 at 12:53 PM

A new entry to a form/survey has been submitted.

Form Name: City Volunteer Form
Date & Time: 07/27/2023 12:53 PM
Response #: 71
Submitter ID: 2483
IP address: 73.217.210.94
Time to complete: 3 min. , 17 sec.

Survey Details

Page 1

1. Contact Information

Full Name: Loren Shanks
Address: 2032 Chateau Pl
Phone Number: (816) 210-0236
Email: lorenshanks@gmail.com

2. Select your Ward (If you don't know your Ward, call 816-331-3324)

Ward 4

3. I am interested in:

Planning & Zoning Commission

4. Why are you interested in serving on a City board or commission?

I enjoy listening to complex situations from multiple angles and collaborating with different personality types to find the best solution and outcomes.

What other community or civic activities do you participate in?

I currently serve on the board of the Chateau Place Homeowners Association and am involved in my local church.

Thank you,
City of Raymore, MO

This is an automated message generated by Granicus. Please do not reply directly to this email.

RESOLUTION 24-13

"A RESOLUTION OF THE CITY OF RAYMORE, MISSOURI APPROVING AN APPOINTMENT TO THE ARTS COMMISSION."

WHEREAS, Section 120.110 of the Raymore City Code authorizes the Mayor to appoint members to the Arts Commission with the advice and consent of a majority of the Council.

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

Section 1. Authorization requires that all said appointments shall be approved with the advice and consent of a majority of the Council.

Section 2. The Council consents to the Mayor's appointment of the following person to the Arts Commission to fill the unexpired term of Loren Jones.

<u>NAME</u>	<u>EFFECTIVE</u>	<u>TERM EXPIRES</u>
Gary Graves	February 12, 2024	July 31, 2024

DULY READ AND PASSED THIS 12TH DAY OF FEBRUARY, 2024, 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



Erica Hill <ehill@raymore.com>

Online Volunteer Application

1 message

webmaster@raymore.com <webmaster@raymore.com>
To: rmurdock@raymore.com, EHill@raymore.com

Wed, Dec 27, 2023 at 11:54 AM

A new entry to a form/survey has been submitted.

Form Name: City Volunteer Form
Date & Time: 12/27/2023 11:54 AM
Response #: 73
Submitter ID: 2606
IP address: 2600:1700:1b58:5010:c0dd:a3d8:a315:422a
Time to complete: 5 min. , 15 sec.

Survey Details

Page 1

1. Contact Information

Full Name: Gary Graves
Address: 1309 Verbena Place
Phone Number: (181) 623-7689
Email: G.Graves@Juno.Com

2. Select your Ward (If you don't know your Ward, call 816-331-3324)

(o) Ward 1

3. I am interested in:

Arts Commission

4. Why are you interested in serving on a City board or commission?

I appreciate all that the Arts Commission does for the quality of life in Raymore and I would like to give back anyway I might be able to. As I am retired my schedule is flexible.

What other community or civic activities do you participate in?

None at this time.

Thank you,
City of Raymore, MO

This is an automated message generated by Granicus. Please do not reply directly to this email.

Unfinished Business



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: January 22, 2024

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 3873: Heritage Hills Streetlight Installation

STRATEGIC PLAN GOAL/STRATEGY

FINANCIAL IMPACT

Award To: Black and McDonald
Amount of Request/Contract: \$157,361.03
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

Proposal

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

The 2020 No-Tax-Increase General Obligation Bonds approved by the voters of the City of Raymore on August 4, 2020, included funding for the addition of missing street lights within the Heritage Hills subdivision

Staff is requesting approval for Black & McDonald to install 12 new streetlights in Heritage Hills.

BILL 3873

ORDINANCE

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT PROPOSAL WITH BLACK & MCDONALD FOR THE HERITAGE HILLS STREETLIGHT INSTALLATION, IN THE AMOUNT OF \$157,361.03 AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS."

WHEREAS, the 2020 No-Tax-Increase General Obligation Bonds approved by the voters of the City of Raymore on August 4, 2020, included funding for the addition of missing street lights within the Heritage Hills subdivision; and,

WHEREAS, the City has contracted with Black & McDonald for street light maintenance and other services on an on-call basis; and,

WHEREAS, the City recommends that approval of the contract for the Heritage Hills Streetlight Installation project be awarded to Black & McDonald.

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

Section 1. The City Manager is hereby directed and authorized to enter into a contract proposal in the amount of \$157,361.03 with Black & McDonald, for the Heritage Hills Streetlight Installation.

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

Section 3. The City Manager is authorized to approve change orders for this project within established budget constraints.

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 22ND DAY OF JANUARY, 2024.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 12TH DAY OF FEBRUARY, 2024, 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

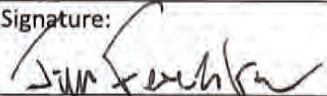
Kristofer P. Turnbow, Mayor

Date of Signature



6001 Front Street, Kansas City, MO. 64120
 Phone: 816-483-0257 Fax: 816-483-2111

Proposal

SUBMITTED TO: CITY OF RAYMORE, MO PUBLIC WORKS DEPT	DATE: 12/29/2023
ATTENTION: MIKE KRASS	PHONE/FAX:
ADDRESS:	JOB NAME: HERITAGE HILLS- ADD 12 LIGHTS
CITY/STATE/ZIP: RAYMORE, MO	JOB LOCATION: N FRANKLIN/ HERITAGE DR/ CALICO DR
ENGINEER/DATE OF PLANS: 12/29/2023	
<p>SCOPE OF WORK TO BE PERFORMED:</p> <p>Controller #1- N Franklin: install 1 single circuit controller on property line between 120 E Foxwood Dr & 401 N Franklin. Bore in new service for controller to PPL secondary pedestal. Install 7 poles with arms, screw bases, and LED luminaires on N Franklin from E Foxwood Dr to E Heritage Dr. Bore in approximately 1645' 3#6 CID for streetlight feeds.</p> <p>Controller #2- Heritage Dr: Install 1 single circuit controller on property line between 204 W Heritage Dr & 600 N Jefferson. Bore in new service to PPL transformer. Install 4 poles, arms, LED luminaires, and screw bases from 302 Heritage-106 Heritage. Bore in approximately 1250' 3#6 CID for streetlight feeds.</p> <p>Controller #3 Calico Dr: Install single circuit controller on property line between 118 & 120 E. Calico Dr. Bore in new service to PPL transformer. Install 1 pole, arm, head, and screw base between 110 & 112 E Calico Dr. Bore in approximately 285' 3#6 CID for streetlight feed.</p> <p>Exclusions and clarifications:</p> <ol style="list-style-type: none"> 1. Quote is valid for 30 days. 2. Major traffic control is excluded. 3. Permits and fees are excluded. 4. Locating is included. Potholing utilities is included. 5. Price includes all clean up/ restoration work for disturbed areas. Does not include sod replacement. 6. Price does not include boring of rock. Additional charges may apply for boring in rock. 7. Taxes are not included. 	
We propose to complete the project according to the plans for the sum of: One Hundred, Fifty-Seven Thousand, Three Hundred Sixty-One Dollars and Three Cents..... \$157,361.03	
Authorized Signature: 	
Acceptance of proposal:	Date: 1.2.2024



New Business



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: February 12, 2024

SUBMITTED BY: David Gress

DEPARTMENT: Development Services

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

TITLE / ISSUE / REQUEST

Bill 3875: Creekside Ranch Voluntary Annexation

STRATEGIC PLAN GOAL/STRATEGY

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

FINANCIAL IMPACT

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

PROJECT TIMELINE

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

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

Staff Report
Annexation Agreement
Annexation Boundary Exhibit

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

Fred and Lisa Delibero, owners of approximately 89.67 acres of land located at the northeast corner of Gore Road and Kurzweil Road are requesting voluntary annexation into the corporate limits of the City of Raymore, MO, under Section 71.014 of the Revised Statutes of Missouri.

The annexation request is being made concurrently with a request to rezone the property from its current "A" Agricultural designation to an "RE" Rural Estate designation to bring the property into compliance with the City's Future Land Use Map and Growth Management Plan. A preliminary plat request has also been filed for the property for a proposed residential subdivision.

An Annexation Agreement has been prepared, which outlines and acknowledges the extent of current City services to the annexed area and secures the provision of certain services to the subject properties upon annexation.

If annexed, the property would become subject to the Codes and Ordinances of the City of Raymore, including the Unified Development Code and all adopted building and construction codes.

BILL 3875

ORDINANCE

“AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, ANNEXING PROPERTY DESCRIBED AS CREEKSIDE RANCH, LOCATED IN THE SOUTHWEST AND SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 46N, RANGE 32, WEST, CASS COUNTY, MISSOURI AND BELONGING TO THE LISA DELIBERO TRUST, PURSUANT TO SECTION 71.014, OF THE REVISED STATUTES OF THE STATE OF MISSOURI.”

WHEREAS, the legislature of the State of Missouri has enacted Section 71.014 of the Revised Statutes of Missouri whereby real property contiguous and compact to the existing corporate limits of a Municipal Corporation may be annexed to that Municipal Corporation upon petition of the owners of all fee interests of record in said real property; and,

WHEREAS, the fee-simple owners of record of the real property described have petitioned the City Council of the City of Raymore pursuant to section 71.014 of the Revised Statutes of Missouri, to annex said property; and,

WHEREAS, the City Council of the City of Raymore have determined that the area proposed for annexation is contiguous and compact to the existing city limits.

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

Section 1. That the following described real property of the owners, Lisa Delibero Trust, the fee-simple owners of the property, shall be annexed into the Municipal Corporation of Raymore, Missouri, and that the geographic boundaries of the City of Raymore, be extended to include the following legally described property:

Beginning at the Southwest corner of Section 2, Township 46, Range 32; thence North 02 degrees 27 minutes 36 seconds East along the West line of said Section 2, a distance of 853.00; thence South 88 degrees 28 minutes 08 seconds East, a distance of 586.40 feet; thence North 02 degrees 27 minutes 36 seconds East, a distance of 742.84 feet; thence South 88 degrees 27 minutes 37 seconds East, a distance of 2244.26 feet; thence South 02 degrees 27 minutes 36 seconds West, a distance of 795.76 feet; thence North 88 degrees 27 minutes 42 seconds West, a distance of 219.00 feet; thence South 02 degrees 27 minutes 36 seconds West, a distance of 799.95 feet; thence North 88 degrees 27 minutes 54 seconds West, a distance of 2611.66 feet to the point of beginning.

Section 2. Filing. Three copies of this Ordinance are to be filed with the County Clerk upon final adoption of this ordinance.

Section 3. Annexation Agreement. That the Annexation Agreement between the City of Raymore, Missouri, and the Lisa Delibero Trust appended hereto and made part hereof, is hereby approved and the Mayor is authorized and directed to execute said agreement on behalf of the City of Raymore, Missouri.

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

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

DULY READ THE FIRST TIME THIS 12TH DAY OF FEBRUARY, 2024.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 26TH DAY OF FEBRUARY, 2024, 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



PLANNING APPLICATION
STAFF REPORT
CITY COUNCIL MEETING - FEBRUARY 12, 2024

VOLUNTARY ANNEXATION GORE & KURZWEIL

APPLICANT -	
Property Owner:	Lisa Delibero Trust
Engineering/Arch. Firm	Engineering Solutions

PROJECT LOCATION	REQUESTED ACTION
NE Corner of Gore & Kurzweil Road	Voluntary Annexation into City Limits

PROJECT NARRATIVE

An application was filed requesting voluntary annexation of approximately 89 acres of land located at the northeast corner of Gore Road and Kurzweil Road into the City Limits of the City of Raymore.

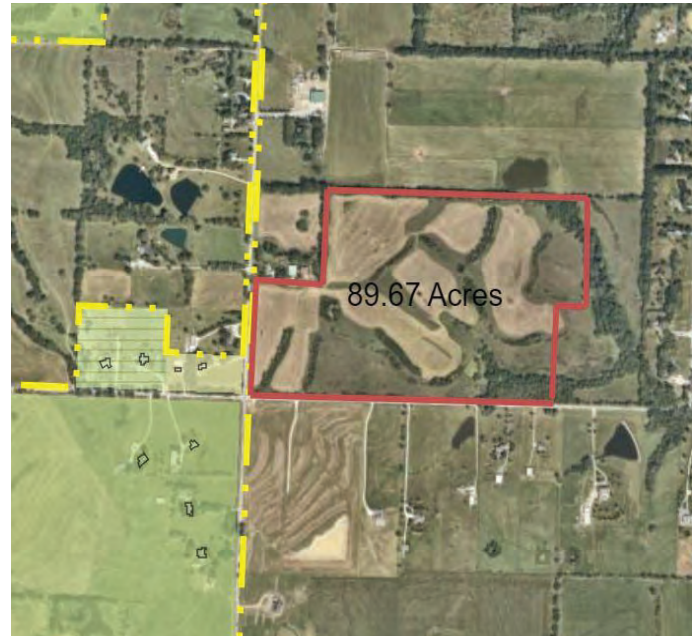


ZONING AND LAND USE SUMMARY -

EXISTING ZONING	PROPOSED ZONING
"A" Agriculture	"RE" Rural Estate

SURROUNDING ZONING & LAND USE

North: Unincorporated Cass County
South: Unincorporated Cass County
East: Unincorporated Cass County
West: "RE" Rural Estate, "RR" Rural Residential
 "A" Agricultural



TOTAL TRACT SIZE	NUMBER OF LOTS	DENSITY
89.67 Acres	23	0.26 dwellings/ac.



PLANNING APPLICATION
STAFF REPORT
CITY COUNCIL MEETING - FEBRUARY 12, 2024

STATUTORY REQUIREMENTS -

Section 71.014 of the Missouri Revised Statutes outlines the process for simplified landowner-initiated annexations in Cass County as follows:

Annexation by certain cities upon request of all property owners in the area annexed: Notwithstanding the provisions of Section 71.015, the governing body of any city, town, or village which is located within a county which borders a county of the first classification with a charter form of government with a population in excess of six hundred fifty thousand, proceeding as otherwise authorized by law or charter, may annex unincorporated areas which are contiguous and compact to the existing corporate limits upon verified petition requesting such annexation signed by the owners of all fee interests of record in all tracts located within the area to be annexed.

CITY CODE REQUIREMENTS:

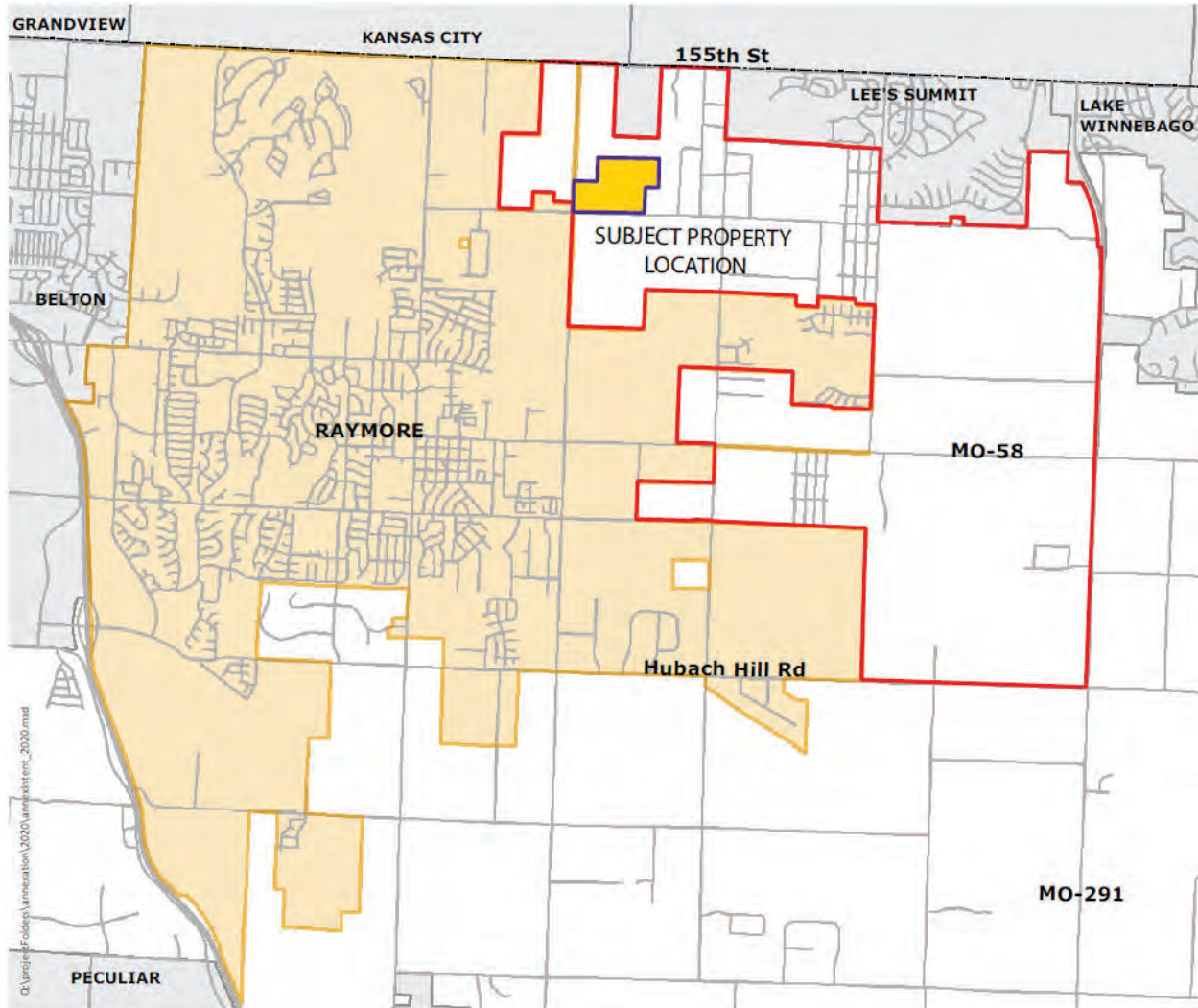
- Verified petition requesting annexation signed by all fee owners of all affected tracts.
- The area proposed to be annexed shall be contiguous and compact to the existing corporate limits.

STAFF COMMENTS -

1. The applicant has requested annexation under the abbreviated method outlined in RSMo 71.014 and Section 400.070 of the Unified Development Code. This method eliminates the state requirements for a public hearing and precludes written objections to the annexation. A public hearing is not required by the Municipal Code of the City of Raymore.
2. The property is part of a 110 acre "parent tract" of land that is being subdivided with 89.67 acres being requested to be annexed into the City, and 20.87 acres remaining in the County. The area not being proposed to be annexed serves as a buffer between the subject property, and the existing Meadowbrook Acres subdivision (Cass County 3-acre lots)

PLANNING APPLICATION
STAFF REPORT
CITY COUNCIL MEETING - FEBRUARY 12, 2024

3. On March 11, 2019, the City Council approved Resolution 19-15, adopting the current Intent to Annex Area. The City also completed an Annexation Analysis with consultant Bushyhead LLC to evaluate areas within the Intent to Annex Boundary. This property is located within the City's Intent to Annex area, as illustrated below.



4. If annexed into the City, the property would become subject to the Codes and Ordinances of the City of Raymore, including the Unified Development Code, and all adopted building and construction codes.
5. The property is currently zoned "A" Agricultural under Cass County's zoning designation. An application to rezone the property to an "RE" Rural Estate zoning designation (3 acre minimum) has been filed concurrently with this application



PLANNING APPLICATION

STAFF REPORT

CITY COUNCIL MEETING - FEBRUARY 12, 2024

(Case #23045). A Memorandum of Understanding (MOU) has been prepared and signed by the applicant, which outlines the zoning requirements for the property under the Unified Development Code.

6. The applicant is also requesting preliminary plat approval concurrently with this request for the Creekside Ranch subdivision, a proposed 23-lot single family subdivision consisting of generally 3-acre lots, with one 10-acre lot at the northeast corner of the property. (Case #23046). An MOU has been prepared and signed by the applicant which outlines the subdivision requirements for the property under the Unified Development Code.
7. An Annexation Agreement has been prepared and signed by the applicant, which outlines and acknowledges the extent of current City services to the annexed area and secures the provision of certain services to the subject properties upon annexation.
8. It has been represented that the property is not located within the adjacent Cass County Public Water Supply District #3 or #6 and the property is proposed to be served by City of Raymore water utilities. The City has the ability to serve the project, and the Annexation Agreement and MOU outline provisions for the applicant to extend the water supply to the property.
9. Sanitary sewer service is not being provided to the annexed area, as sewer utilities do not exist on or nearby the property. On-site waste-disposal services are permitted under the current and proposed zoning designations.

ALIGNMENT WITH GROWTH MANAGEMENT PLAN -

Growth Management Plan - The Future Land Use Plan Map designates this property as appropriate for low density residential development. The property is also located within the Intent to Annex Area adopted by the City Council.

Major Street Plan - The Major Thoroughfare Plan Map classifies Kurzweil Rd. as a Minor Arterial and Gore Rd. as a Major Collector.

FINDINGS OF FACT -

1. The governing body of Raymore is located within a county which borders a county of the first classification with a charter form of government with a population in excess of six hundred fifty thousand.

The City of Raymore is located in Cass County, Missouri which shares a border with Jackson County, Missouri. Jackson County is a county of the first classification with a charter form of



PLANNING APPLICATION

STAFF REPORT

CITY COUNCIL MEETING - FEBRUARY 12, 2024

government. According to the U.S. Census Bureau 2020 Census of Population, Jackson County has a population of 717,204. Cass County may therefore use this alternative procedure for voluntary annexation.

2. The area to be annexed is contiguous and compact to the existing corporate limits.

The proposed annexed area is contiguous and compact to the existing corporate limits of the City of Raymore, and is also located within the Intent to Annex area established by the City Council by Resolution 19-15.

3. A verified petition requesting annexation signed by the owners of all fee interests of record in all tracts located within the area to be annexed has been received.

The petition has been received and verified by staff.

PROJECT REVIEW SCHEDULE

COUNCIL, COMMISSION OR BOARD	ACTION	DATE
City Council	Review & Approval/Denial	February 12, 2024 (1st Reading) February 26, 2024 (2nd Reading)

STAFF RECOMMENDATIONS -

City Staff recommends the City Council accept the staff proposed findings of fact and **approve Case #23047 Gore & Kurzweil Voluntary Annexation.** The recommendation is subject to the execution of the Annexation Agreement, which shall be recorded with the Cass County Recorder of Deeds Office.

If approved, the City Clerk shall file two (2) certified copies of the ordinance with the County Clerk and one (1) certified copy with the election authority, if an election authority exists. Completion of these steps completes the annexation and entitles the extended corporate limits to judicial notice [City Code Section 400.070(A)(4)]

ANNEXATION AGREEMENT

Creekside Ranch, Lots 1-23

THIS AGREEMENT, made this 26th Day of February, 2024, by and between Lisa M. Delibero, trustee of the Lisa Delibero Trust, hereinafter referred to as "Applicant" and the City of Raymore, Missouri, a Municipal Corporation, hereinafter referred to as "City".

WHEREAS, Applicant seeks to obtain annexation approval from the City for Creekside Ranch, Lots 1-23 which is generally located at the northeast corner of Gore Road and Kurzweil Road in the Southwest ¼ and Southeast ¼ of Section 2, Township 46; Range 32 West, Cass County, Missouri; and,

WHEREAS, Applicant, herein defined, wishes to be annexed into the City of Raymore, Missouri, and;

WHEREAS, the City desires to ensure that certain covenants outlined in the annexation petition be accomplished by the Applicant in order to protect the public health, safety and welfare, and;

WHEREAS, the Applicant agrees to assume all development, construction and improvement obligations as prescribed below by the Terms of this Agreement; and

WHEREAS, the City is authorized to enter into such agreements as an exercise of its police powers and pursuant to the Missouri Constitution, the Raymore Charter, and the Revised Statutes of Missouri.

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

GEOGRAPHIC LOCATION

1. The terms of this agreement apply to the following property and all portions thereof hereby described as: *Creekside Ranch, Lots 1-23, a subdivision of land in Raymore, Cass County, Missouri.*

2. The property is described below, and graphically depicted as shown in **Exhibit A** of this agreement.

Beginning at the Southwest corner of Section 2, Township 46, Range 32; thence North 02 degrees 27 minutes 36 seconds East along the West line of said Section 2, a distance of 853.00; thence South 88 degrees 28 minutes 08 seconds East, a distance of 586.40 feet; thence North 02 degrees 27 minutes 36 seconds East, a distance of 742.84 feet; thence South 88 degrees 27 minutes 37 seconds East, a distance of 2244.26 feet; thence South 02 degrees 27 minutes 36 seconds West, a distance of 795.76 feet; thence North 88 degrees 27 minutes 42 seconds West, a distance of 219.00 feet; thence South 02 degrees 27 minutes 36 seconds West, a distance of 799.95 feet; thence North 88 degrees 27 minutes 54 seconds West, a distance of 2611.66 feet to the point of beginning.

ZONING

1. If annexed into the City Limits, the Applicant acknowledges and agrees that the property will be zoned as "A" Agricultural District unless City Council approves the application currently under review (Case # 23045) requesting rezoning to "RE" Rural Estate District.
2. Any rezoning of Property and any provision of city services shall be in accordance with the Raymore Code of Ordinances and any other applicable city requirements.
3. The parties agree that this Agreement does not, in any respect, constitute the commitment of the City, the City Council or any of the City's elected officials to exercise legislative discretion to approve a petition to rezone the Property to any particular city zoning classification, except that this responsibility will be exercised in accordance with City ordinances, policies and procedures.

WATER SERVICE

1. The Applicant has represented to the City that the property is not located within the territorial limits of the adjoining Public Water Supply District No. 3, and desires to obtain water service from the City of Raymore.
2. Refusal to allow an Applicant access to the City water line will constitute a failure by the City to provide normal municipal services and shall make this annexation agreement as it pertains to that Applicant's property null and void.
3. The Applicant agrees to pay any applicable water tap fees and rate charges.
4. The applicant agrees to provide for the installation of water meter reading equipment that is compatible with the standard required for City meters.
5. The City of Raymore water system adjacent to the property meets the minimum Mo/DNR requirements and City of Raymore standards, and it shall be the responsibility of the Applicant and/or their contractor(s) to extend water service to the property for future water service.

6. It shall be the responsibility of the Applicant, and/or their contractor(s) to ensure that the proposed water service for the subject property has been adequately sized to provide satisfactory water pressure to properties at the point of discharge on the above property.
7. The City of Raymore makes no express or implied warranty regarding water pressure at the point of discharge on the subject properties.
8. The parties hereby acknowledge that despite the services provided in paragraphs 5 and 6, there may be occasions in which the water pressure at the point of discharge on the above described property drops below a level satisfactory to the property owner and the City of Raymore shall not be held responsible for damage or inconveniences during such occasions.
9. The Applicant, property owner(s) and their heirs, executors, administrators, successors and assigns hereby waive and release the City of Raymore from any and all claims for any damages arising from unsatisfactory water pressure at the point of discharge on the above described property.

ROAD IMPROVEMENTS/CONDITIONS

1. The Applicant agrees and acknowledges that the portions of Kurzweil Road and Gore Road surrounding the property are currently maintained at a rural standard.
2. The Applicant acknowledges that Gore Road is identified on the Transportation Master Plan as a Major Collector Roadway, and Kurzweil Road is identified as a Minor Arterial Roadway, and that any future development including rezoning, preliminary, or final platting shall include the required right-of-way dedication necessary for said roadways.
3. The Applicant agrees and acknowledges that the road system within the Subdivision that serves the subject properties is owned by Cass County and is maintained by the City of Raymore at a rural standard, which includes grading and snow plowing and not ditch or culvert maintenance.
4. The Applicant agrees to remove debris from under road culverts either as part of subdivision development/mass grading or utility installation, but prior to the issuance of any building permits within the subdivision.

SANITARY SEWER CONDITIONS

1. The Applicant agrees and acknowledges that the sanitary sewer service to the property is not readily accessible, and that the City will not be providing sanitary sewer service to the property. The property will be served by on-site (septic) waste disposal systems that shall be installed at the expense of property owners, and in accordance with all applicable City ordinances, policies and procedures.

2. The Applicant agrees that on-site waste disposal systems will comply with the Minimum Construction Standards for On-Site Sewage Disposal Systems, and that the construction of Wastewater Stabilization Pond, or commonly known as lagoons, are not permitted on lots less than five (5) acres in size.
3. The Applicant agrees that on-site waste disposal systems will be properly maintained in good working order at all times.
4. The Applicant, and/or future property owner(s) agree to modify, repair or replace the on-site waste disposal system at any time it fails to function properly at their own expense.
5. Should sanitary sewer service lines be installed near the subdivision in the future, Section 710.140 of the Raymore City Code states "Existing residences with an individual sewage disposal system that is properly functioning are not required to connect to a public sanitary sewer system. Should the individual sewage disposal system fail, connection shall be made to a public sanitary sewer system. If no public sanitary sewer system is available within three-hundred (300) feet of the primary structure, then the individual sewage disposal system may be repaired or replaced." If a connection is made to a public sanitary sewer system, the Applicant agrees to pay any applicable sewer fees and rate charges.
6. The Applicant agrees that the extension of sanitary sewer service lines to the property will be at the Applicant's or its assigns' cost.
7. All new public improvements must be approved by the City, constructed to City standards, and inspected by the City; and the Applicant agrees to dedicate easements to the City in compliance with City standards for utility easements.

STORMWATER REQUIREMENTS AND CONDITIONS

1. The Applicant acknowledges that on-site stormwater management is required as part of the future subdividing and development of the subdivision, and that a final stormwater management plan is required to be submitted at the time public improvement construction plans are submitted for all the land area contained within a final plat phase.
2. The Applicant acknowledges that the utilization of graded ditches to convey stormwater is permitted in the subdivision. If ditches are utilized, the Sub-divider shall be responsible for the design and appropriate grading and establishment of turf within the ditches to properly convey stormwater within the subdivision. It shall be the responsibility of the Sub-Divider, and/or future property owners within the Subdivision to maintain ditches, culvert pipes, or other related infrastructure. A Stormwater Maintenance Agreement shall be submitted addressing the perpetual maintenance of all stormwater management infrastructure.

CITY SERVICES

1. The City agrees to provide police protection, and other City services to the property to the same extent, and upon the same terms and conditions, as those services are provided throughout the City.
2. The Applicant agrees that solid waste services will be provided to the property in a manner consistent with service provision to other residents, which may include City provided or contracted service.

GENERAL REQUIREMENTS

1. If, at any time, any part hereof has been breached by the Applicant, the City may withhold approval of any or all building permits applied for development until breach or breaches has or have been cured.
2. The Applicant agrees to record this Agreement with Cass County, Missouri, and to pay the costs of said recording and provide a copy of the recorded Agreement to the City. The covenants herein shall run with the land and shall bind the parties, their assign and successors, in interest and title.
3. The parties agree that execution of this agreement in no way constitutes a waiver of any requirements of applicable City ordinances and any State or Federal laws with which the Applicant must comply and does not in any way constitute prior approval of any future proposal for development.
4. This agreement shall constitute the complete agreement between the parties and any modification hereof shall be in writing, subject to approval of the parties.
5. Any provision of this Agreement which is not enforceable according to law will be served here from, and the remaining provisions shall be enforced to the fullest extent permitted by law.
6. The undersigned represent that they each have the authority and capacity to execute this Agreement. This Agreement shall not be valid unless executed by the parties and approved by ordinance duly enacted by the City Council of the City of Raymore, Missouri.

IN WITNESS WHEREOF, the parties hereto have approved to form and content this agreement in triplicate as of the day and year first above written.

(SEAL)

THE CITY OF RAYMORE, MISSOURI

By: _____
Kristofer P. Turnbow, Mayor

Attest:

Erica Hill, City Clerk

OWNER

By: _____

By: _____

APPLICANTS

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

Stamp:

Notary Public: _____ My Commission Expires: _____

By: _____

By: _____

APPLICANTS

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

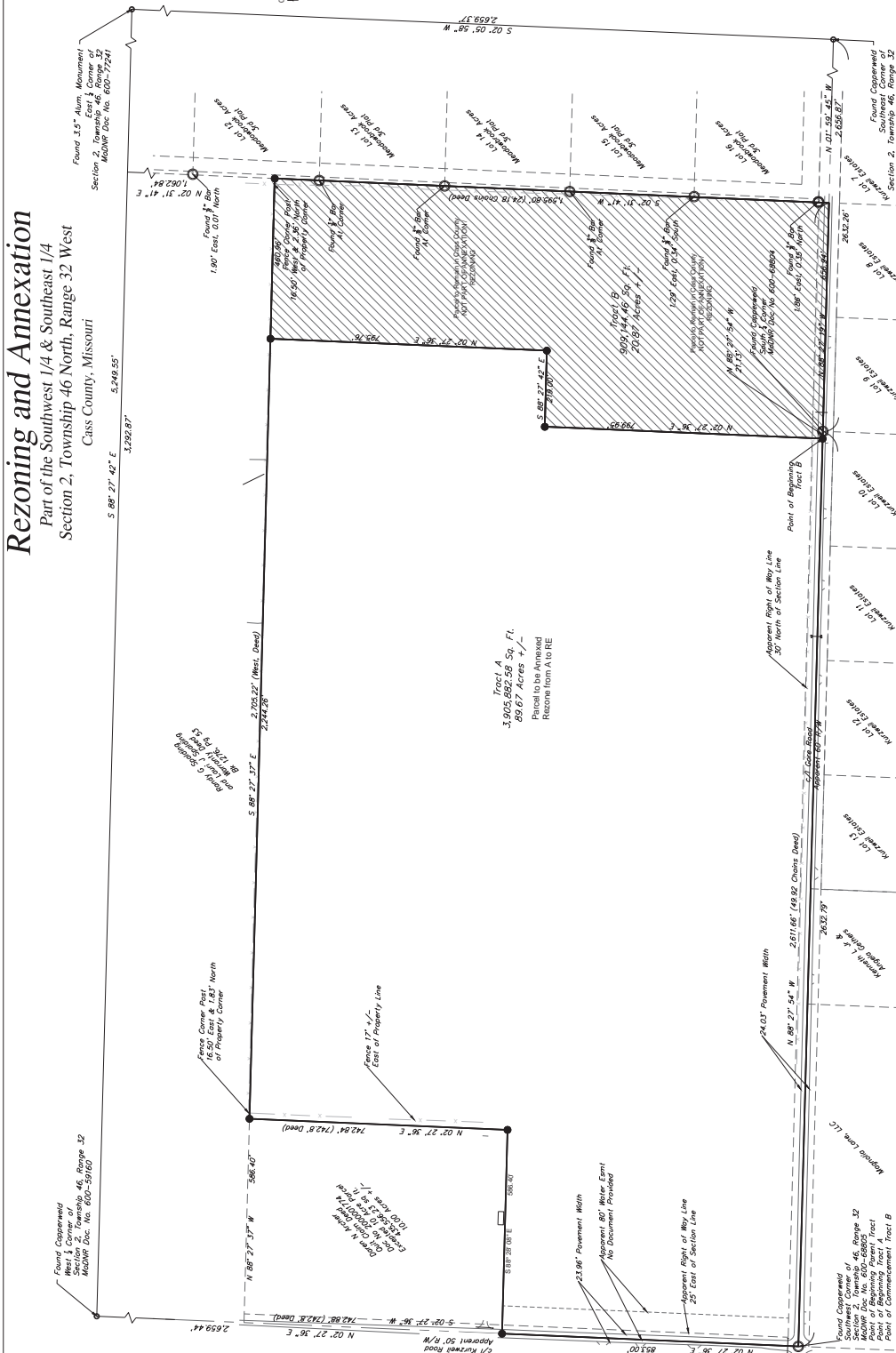
Stamp:

Notary Public: _____ My Commission Expires: _____

EXHIBIT A
Certificate of Survey

Rezoning and Annexation

Part of the Southwest 1/4 & Southeast 1/4
Section 2, Township 46 North, Range 32 West
Cass County, Missouri



REVISIONS

DATE	DESCRIPTION

LOCATION MAP
SECTION 2-T46N-R32W

LEGEND

These standard symbols will be found in the drawing.

- Found Survey Monument (As Noted)
- Found Survey Monument (As Named)
- Potential Encroachment Location
- Existing Fence Line - Chain Link
- Existing Surveyed Sewer Main
- Existing Storm Sewer
- Existing Telephone Pole
- Existing Underground Electric

LEGAL DESCRIPTION

Map: 1/4 SW 1/4, Section 2, Township 46 North, Range 32 West, Cass County, Missouri
Date: January 28, 2021

LEGAL DESCRIPTION

Beginning at the Northwest Corner of Section 2, Township 46 North, Range 32 West, Cass County, Missouri, the boundaries of the Southeast 1/4 of said Section 2, Township 46 North, Range 32 West, Cass County, Missouri, are as follows: ...

February 12, 2024
City Council Packet
50615
ENGINEERING

Part of the Southwest 1/4 and Southeast 1/4 Section 2, Township 46 North, Range 32 West Cass County, Missouri

M. Schmitt, P.L.S., P.E.
1 OF 1 SHEETS
SECTION 2
TOWNSHIP 46 N
RANGE 32 W
CASS COUNTY, MISSOURI

DATE OF PREPARATION: November 15, 2023



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: February 12, 2024

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 3876: Creekside Ranch Rezoning "A" to "RE"

STRATEGIC PLAN GOAL/STRATEGY

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

FINANCIAL IMPACT

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

PROJECT TIMELINE

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

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

Staff Report
Rezoning Boundary Exhibit

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

Fred and Lisa Delibero, owners of approximately 89.67 acres of land located at the northeast corner of Gore Road and Kurzweil Road are requesting rezoning of the property from its current "A" Agricultural District to "RE" Rural Estate District.

The request allows for the land to be developed as a residential subdivision in accordance with the "RE" designation, which includes a minimum of 3-acre lots.

A Preliminary Plat would be required to be approved for the property prior to any major development activity.

BILL 3876

ORDINANCE

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AMENDING THE ZONING MAP FROM "A" AGRICULTURAL DISTRICT TO "RE" RURAL ESTATE DISTRICT, AN 89.67 ACRE TRACT OF LAND LOCATED IN THE SOUTHWEST AND SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 46N, RANGE 32, WEST, CASS COUNTY, MISSOURI."

WHEREAS, after a public hearing was held on January 16, 2024, the Planning and Zoning Commission submitted its recommendation of approval on the application to the City Council; and,

WHEREAS, the City Council held a public hearing on February 12, 2024, after notice of the hearing was published in a newspaper of general circulation in Raymore, Missouri, at least fifteen (15) days prior to the hearing.

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

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

Section 2. The Zoning Map of the City of Raymore, Missouri, is amended by rezoning from "A" Agricultural District to "RE" Rural Estate District, for the following property:

Beginning at the Southwest corner of Section 2, Township 46, Range 32; thence North 02 degrees 27 minutes 36 seconds East along the West line of said Section 2, a distance of 853.00; thence South 88 degrees 28 minutes 08 seconds East, a distance of 586.40 feet; thence North 02 degrees 27 minutes 36 seconds East, a distance of 742.84 feet; thence South 88 degrees 27 minutes 37 seconds East, a distance of 2244.26 feet; thence South 02 degrees 27 minutes 36 seconds West, a distance of 795.76 feet; thence North 88 degrees 27 minutes 42 seconds West, a distance of 219.00 feet; thence South 02 degrees 27 minutes 36 seconds West, a distance of 799.95 feet; thence North 88 degrees 27 minutes 54 seconds West, a distance of 2611.66 feet to the point of beginning.

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 12TH DAY OF FEBRUARY, 2024.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 26TH DAY OF FEBRUARY, 2024, 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: Planning and Zoning Commission
From: City Staff
Date: February 12, 2024
Re: Case # 23045 Creekside Ranch - Rezoning from "A"
Agricultural to "RE" Rural Estate

GENERAL INFORMATION

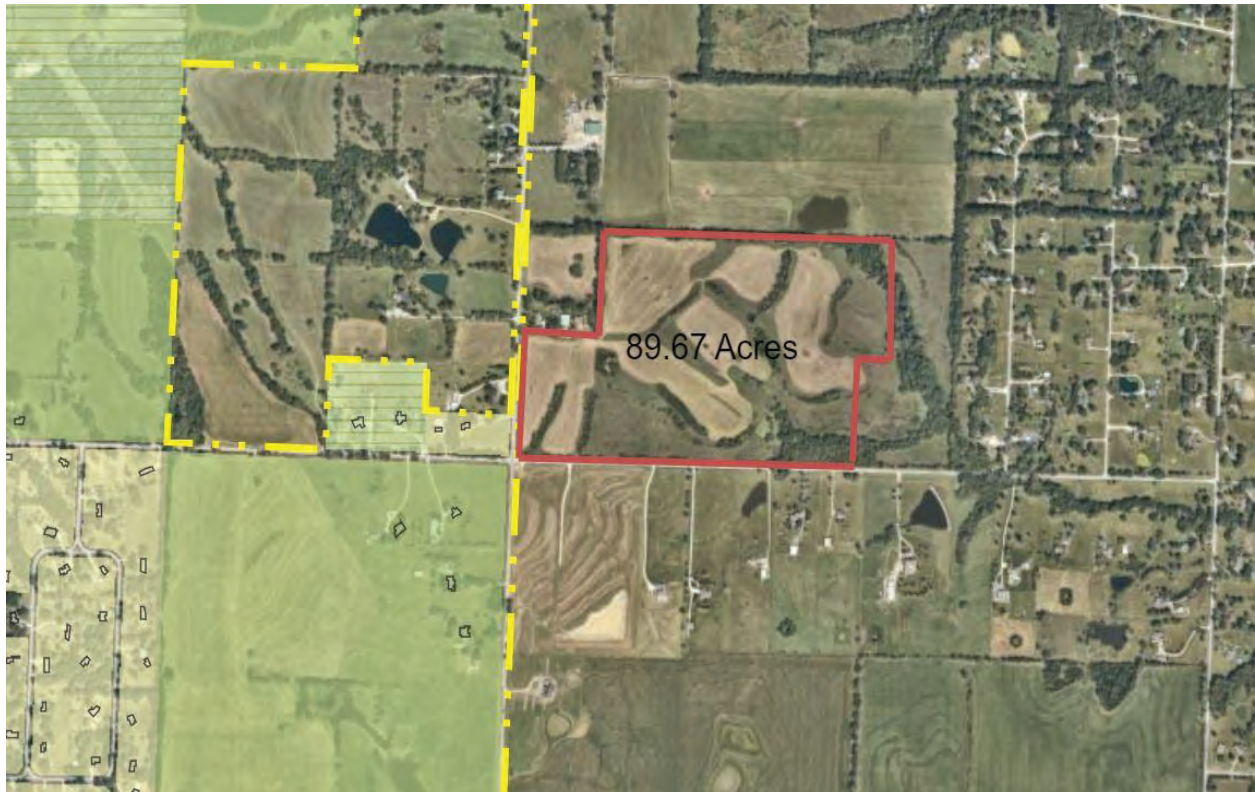
**Applicant/
Property Owner:** Lisa Delibero Trust
4500 SW Raintree Dr.
Lee's Summit, MO 64082

Requested Action: Request to modify the zoning designation of approximately 89.67 Acres from "A" Agricultural District to "RE" Rural Estate designation.

Property Location: Generally located at the northeast corner of Kurzweil Rd. and Gore Rd.



Existing Zoning: "A" Agricultural District (Currently in Unincorporated Cass County)



Existing Surrounding Zoning:

North:	Unincorporated Cass County
South:	Unincorporated Cass County
East:	Unincorporated Cass County
West:	"RE" Rural Estate "RR" Rural Residential "A" Agricultural

Growth Management Plan: The Future Land Use Map of the current Growth Management Plan designates this property as appropriate for Low Density Residential.

Major Street Plan: The Major Thoroughfare Plan Map classifies Kurzweil Rd. as a Minor Arterial and Gore Rd. as a Major Collector.

Site Photos:



View looking east from Kurzweil Rd.



View looking northeast from Gore Rd.

Legal Description: Beginning at the Southwest corner of Section 2, Township 46, Range 32; thence North 02 degrees 27 minutes 36 seconds East along the West line of said Section 2, a distance of 853.00; thence South 88 degrees 28 minutes 08 seconds East, a distance of 586.40 feet; thence North 02 degrees 27 minutes 36 seconds East, a distance of 742.84 feet; thence South 88 degrees 27 minutes 37 seconds East, a distance of 2244.26 feet; thence South 02 degrees 27 minutes 36 seconds West, a distance of 795.76 feet; thence North 88 degrees 27 minutes 42 seconds West, a distance of 219.00 feet; thence South 02 degrees 27 minutes 36 seconds West, a distance of 799.95 feet; thence North 88 degrees 27 minutes 54 seconds West, a distance of 2611.66 feet to the point of beginning.

Advertisement: December 20, 2023 **North Cass Herald**
January 24, 2024 **North Cass Herald**

Public Hearing: January 16, 2024 **Planning and Zoning Commission**
February 12, 2024 **City Council**

Good Neighbor: January 11, 2024

Items of Record: **Exhibit 1. Mailed Notices to Adjoining Property Owners**
Exhibit 2. Notice of Publication in Newspaper
Exhibit 3. Unified Development Code
Exhibit 4. Application
Exhibit 5. Growth Management Plan
Exhibit 6. Staff Report
Additional exhibits as presented during hearing

REQUEST

Applicant is requesting to reclassify the zoning designation of approximately 89.67 acres from “A” Agricultural District to “RE” Rural Estate.

REZONING REQUIREMENTS

Chapter 470: Development Review Procedures outlines the applicable requirements for Zoning Map amendments.

Section 470.020 (B) states:

“Zoning Map amendments may be initiated by the City Council, the Planning and Zoning Commission or upon application by the owner(s) of a property proposed to be affected.”

Section 470.010 (E) requires that an informational notice be mailed and “good neighbor” meeting be held.

Section 470.020 (F) requires that a public hearing be held by the Planning and Zoning Commission and the City Council. The Planning and Zoning Commission will submit a recommendation to the City Council upon conclusion of the public hearing.

Section 470.020 (G) outlines eleven findings of fact that the Planning and Zoning Commission and City Council must take into consideration in its deliberation of the request.

PREVIOUS PLANNING ACTIONS ON OR NEAR THE PROPERTY

1. The subject property is currently located in Unincorporated Cass County and has remained undeveloped.
2. On March 13, 1989 Fairview Estates Lots 1 thru 3 Final Plat (located at the southwest corner of Kurzweil Rd. and Gore Rd.) was approved by the City Council.
3. On January 28, 1991 Fairview Estates Lots 4 thru 7 Final Plat was approved by the City Council.
4. Halliburton Estates (located west of the subject property at 700 and 712 E. Gore Rd.) was rezoned from “A” Agricultural to “RE” Rural Estates on November 27, 2006. Subsequently Halliburton Estates received preliminary plat approval on December 11, 2006 and final plat approval on January 22, 2007.
5. The applicant has also filed applications for a preliminary plat and voluntary annexation of the subject property. These applications will be run concurrent with the rezoning application request.

GOOD NEIGHBOR INFORMATIONAL MEETING COMMENTS

A Good Neighbor Meeting was held on Thursday, January 11, 2024 in the Council Chambers and 9 people attended. The applicant's representative, Jake Loveless and Project Engineer Matt Schlicht attended to make the presentation and answer questions and concerns. Development Services Director David Gress and City Planner Dylan Eppert represented City Staff. The comments below provide a summary of the meeting.

1. What is the purpose for annexing into the City from the County?

Matt Schlicht. - The project team looked to 3 different service provider for water including Cass County, PWSD #3 and City of Raymore. Cass County and PWSD #3 were determined to not have adequate capacity to provide water, so the City of Raymore was best suited to be able to provide the project with water. Therefore, we decided to pursue the development by applying for voluntary annexation, rezoning the property from "A" Agricultural to "RE" Rural Estate and with a preliminary plat as required by the City.

2. How will stormwater runoff be handled?

Matt Schlicht - Currently, the storm water does shed to the easterly property line. The applicant will have to provide stormwater detention for the project that complies with the requirements of the City, which are more restrictive than current County regulations. It is not expected to increase the current watershed runoff anymore than what the property currently does as farmland in its current condition. The eastern 20 acres at this time will remain in the county and will not be developed as part of this application. There are 2 creeks/draws on that particular property. The applicant is exploring the possibility of 1-2 ponds that could be constructed to serve as detention ponds in the future.

3. Will the proposed landfill impact this particular development?

Matt Schlicht - The landfill is having impacts on much of this area however, the applicant plans to construct this proposed development whether a landfill occurs or not. The applicant has owned this land for 3 or 4 years and plans to make one of these lots a future site for their personal residence.

4. Where will the main entrance to the subdivision be?

Matt Schlicht - There will be two access points into the proposed development. Both access points are currently being proposed on Gore Rd.

5. Will you look into altering the road alignment for the two access points?

Matt Schlicht - The applicant is willing to look at altering the road alignments with the current access points but feels the current alignment is currently the best option. City Staff required the access points to serve the development, and the spacing of the intersection with other existing driveways must meet the requirements of the Code in terms of intersection design and safety. Typically driveways/roads should align with each other, as opposed to being offset, which

creates potential hazards. The design is not final and only preliminary with this application, and the applicant can still explore shifting the road, if possible.

6. What is the price range of the homes?

Matt Schlicht - The current price range of the homes in this area will range from \$700k to \$2.5 million. There will be a restriction that no split level homes can be constructed in this development. Also the homes will range from 1,800 square feet to 2,800 square feet. The applicant showed conceptual images of the styles of home they are expecting.

7. What is the timeline for construction?

Matt Schlicht - If approvals are obtained with the three requested applications, the next step would be the final design and construction phase which is reviewed by City Staff and normally takes 3 to 4 months. Then another 5 to 6 months for obtaining State approvals/permits and turning dirt. They would potentially start seeing infrastructure construction in the spring of 2025, with neighboring home construction projected around spring of 2026.

8. Who will maintain Gore Rd?

City Staff - Currently Cass County maintains Gore Rd. If this proposed development obtains City of Raymore approvals for annexation, the right-of-way for the northern half of Gore Rd. is slated to be dedicated to the City of Raymore. The City could start maintaining the northern half of the road.

9. Has the City of Raymore been in discussions with Cass County to come to an agreement of the overall maintenance of Gore Rd?

City Staff - There have not been discussions with Cass County with regard to the south half of the road, as it is not being proposed to be annexed into the City, therefore the City can not maintain it. Properties on the south half of Gore would need to be annexed into the City in order for the City to maintain this portion of the road.

10. How will the water line be run?

Matt Schlicht - The water line is going to be run from the southwest corner of the intersection at Kurzweil Rd. and Gore Rd and run to the northeast corner of the

intersection. It will then run east along Gore Rd. and run north along the first proposed access point. It will then loop around the proposed road within the subdivision back to Gore Road.

11. Could the closest access point to Gore Road. be altered/moved to be an access point off of Kurzweil instead of the current alignment?

Matt Schlicht - That could be a possibility but the applicant felt the best alignment is the current alignment being presented. If the road was moved to Kurzweil Rd for access it would go along the side yards of two lots and this would be in my opinion intrusive for potential property owners.

City Staff - Additionally, Kurzweil Road is classified as a Minor Arterial, and Gore Road is classified as a Major Collector. City Code would give preference to Gore Road as the main point of access, as opposed to Kurzweil given traffic on both roads, and their classifications on the road system.

12. Would it be possible to loop the road to have just one access point instead of the two proposed access points?

City Staff - City Staff met with the applicant during the pre-application process and the City Staff required the two access points.

13. What kind of internet access would be provided/looked at for this proposed development?

Matt Schlicht - It is too early in the process to have those kinds of discussions as this project has not been approved at this time and would be hard to say. However, the applicant wants high speed internet and will see what can be done to have that in this development.

City Staff provided the audience with next steps for the project. The next step is on Tuesday January 16, 2024 the Planning and Zoning Commission will review the rezoning and preliminary plat applications. They would then move on to City Council on February 12 and the rezoning would be on 2nd reading for February 26, 2024. All of the meetings would be in the Council Chamber and be at 6pm.

The meeting concluded at 7:25pm

STAFF COMMENTS

1. The subject property has been zoned “A” Agricultural in Unincorporated Cass County and remained undeveloped.
2. Notices were mailed out to 21 adjoining property owners. Three calls have been received from surrounding property owners and were asking what kind of development was happening and did not express concern or objections to the proposed development.
3. The Uses permitted in an “A” Agricultural zoned property and uses permitted in an “RE” Rural Estate zoned property are as follows.

Use	A	RE	Use Standard
RESIDENTIAL USES			
Household Living			
Single-family Dwelling, Detached (conventional)	P	P	
Manufactured Home Residential – Design	S	S	Section 420.010D
Single-family Dwelling, Attached	–	–	Section 420.010A
Two-family Dwelling (Duplex)	–	–	
Multi-family Dwelling (3+ units)	–	–	Section 420.010A
Apartment Community	–	–	Section 420.010A
Cluster Residential Development	S	S	Section 420.010B
Manufactured Home Park	–	–	Section 420.010C
Employee Living Quarters	P	–	
Accessory Dwelling, Attached	S	S	Section 420.050E
Accessory Dwelling, Detached	S	S	Section 420.050E
Group Living			
Assisted Living	–	–	
Group Home	S	S	Section 420.010E
Nursing Care Facility	–	–	
Transitional Living	–	–	
Group Living Not Otherwise Classified	–	–	
PUBLIC AND CIVIC USES			
Cultural Exhibit or Library	C	C	
Government Buildings and Properties	C	C	
Place of Public Assembly	C	C	
Public Safety Services	C	C	
Religious Assembly	P	P	
School	P	P	
Utilities			
Major	C	C	
Minor	P	P	
COMMERCIAL USES			
Animal Services			
Kennel	C	–	Section 420.030E

Use	A	RE	Use Standard
Day Care			
Day Care Home	S	S	Section 420.030C
Entertainment and Spectator Sports			
Indoor	C	-	
Outdoor	C	-	
Funeral and Interment Services			
Cemetery	C	C	
Funeral Home	-	-	
Lodging			
Bed and Breakfast	S	S	Section 420.030H
Medical Marijuana Cultivation Facility	P	-	Section 420.030N
Sports and Recreation, Participant			
Outdoor	C	C	
Indoor	C	-	
OTHER USES			
Accessory Uses	S	S	Section 420.050
Agricultural Uses			
Farming	P	-	
Boarding Stables and Riding Schools	C	-	Section 420.040A
Home Occupation	S	S	Section 420.040B
Parking			
Accessory Parking	P	P	
Wireless Communication Facility			Section 420.040C
Colocated	S	S	
Small Wireless Facilities	S	S	

4. The Bulk Dimensional Standards for a property zoned “A” Agricultural District and “RE” Rural Estate District are shown below:

	A	RE
Minimum Lot Area		
per lot	10 Acres	3 Acres
per dwelling unit	10 Acres	3 Acres
Minimum Lot Width (ft.)	330	220
Minimum Lot Depth (ft.)	100	100
Yards, Minimum (ft.)		
Front	50	50
rear	50	40
side	15	15
Maximum Building Height (feet)	35	35
Maximum Building Coverage (%) [1]	10	30

5. The applicant is requesting that the subject property be served by City of Raymore water utilities. City Staff has requested reassurance/proof be provided before the approval of a final plat for this proposed development before water can be provided.
6. The applicant is requesting to utilize on-site waste disposal/septic systems, as sanitary sewer is not readily available at or near the site and will not be in the foreseeable future. The nearest City sanitary sewer is the Alexander Creek interceptor which is 1.15 miles away. On-site waste disposal/septic systems are permitted on lots 3 acres or more in size. The proposed development does meet the 3 acres lot requirement to be served by an on-site waste disposal system.
7. The applicant is proposing a 23 lot single-family subdivision being completed in a single phase development. The development includes 22 3+/- acre lots, one 10+/- acre lot.
8. City Staff has prepared an Memorandum of Understanding (MOU) for the rezoning of the subject property. The MOU will restrict future development to the number of units and general layout of the submitted Preliminary Plat. The MOU will be finalized prior to 1st reading by the City Council of the rezoning application.
9. The proposed development does have some lots that abut a Major Collector (Gore Rd.) therefore a buffer strip is required per 445.030(l)(4) of the Unified Development Code. The landscape plan will be required to be submitted with the final plat, and will be installed on lots as homes are constructed in the subdivision.
10. Sidewalks are encouraged for this development but are not required since the proposed lots exceed three (3) acres in size. Per section 445.030(K)(1).
11. No amenities are being provided in this proposed development.
12. If the rezoning application is approved, the applicant will still have to come back for approval of the Final Plat.

ENGINEERING DIVISION RECOMMENDATION

This development meets the requirements of The City of Raymore Public Works Department. Water for this development will be served by The City of Raymore, existing infrastructure in the area is adequate to support this development. Sanitary Sewer will

be the responsibility of the property owner through the use of lagoons or septic systems, etc. Storm Sewer will be maintained by roadside ditches and local detention. These items will be finalized during the Design and Construction review process.

STAFF PROPOSED FINDINGS OF FACT

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

1. the character of the surrounding neighborhood, including the existing uses and zoning classification of properties near the subject property;

The character of the surrounding neighborhoods are all very low density residential uses. There are some very large acreage lots and some small acreage lots. The only properties that are located inside the City limits of Raymore are to the west of the subject property and are zoned "RE" Rural Estate and "RR" Rural Residential as well as the property to the southwest that is zoned "A" Agricultural. The rest of the surrounding neighborhoods are located in Unincorporated Cass County and are either used for farming or single-family homes.

2. the physical character of the area in which the property is located;

The physical character of the area is rural in nature. This area consists of single-family homes or farm land that are situated on large and small acreage lots. The properties to the south range from 10 to 20 acres in size and are located in Unincorporated Cass County. The properties to the north show a 10 acre parcel and a 158-acre parcel used for farming and are also located in Unincorporated Cass County. The properties to the east are part of the Meadowbrook Acres subdivision which range from 3 to 4 acres lots and located in Unincorporated Cass County. Finally, to the west of the subject property are four lots that range from 2.5 to 5 acres and are located in the City Limits of Raymore.

3. consistency with the goals and objectives of the Growth Management Plan and other plans, codes and ordinances of the City of Raymore;

The Growth Management Plan identifies this area as appropriate for low density residential. City Staff has also preliminarily identified this area in the new Comprehensive Plan as Rural Residential, which was provided for areas located in the City limits, or within the Intent to Annex area that are not easily serviceable by the City's sanitary sewer system. The closest connection to the City's sanitary sewer is located at Gore Rd. and N. Madison St. which is 1.15 miles south of the subject property, and is not easily accessible. On-site waste disposal systems are appropriate with this type of development, and consistent with those around it.

4. suitability of the subject property for the uses permitted under the existing and proposed zoning districts;

The property is suitable for small to large acreage residential lots, but the current "A" Agricultural zoning limits the size of parcel to a minimum of 10-acres. The properties to the east and west are very similar to what is being proposed at the subject property. To the west of the subject property are properties that are primarily zoned "RE" Rural Estate (3-acre minimum) and "RR" Rural Residential (1-acre minimum) and are in the City limits of Raymore. To the east is Unincorporated Cass County but essentially consists of a subdivision that has 3 to 4 acre lots.

5. the trend of development near the subject property, including changes that have taken place in the area since the subject property was placed in its current zoning district;

The trend of development near the subject property has been almost non-existent. There has not been any new development in this area since Halliburton Estates which added a single-family home in 2011. Otherwise this area has not seen new development.

6. the extent to which the zoning amendment may detrimentally affect nearby property;

The proposed development will not detrimentally affect nearby properties as the Growth Management Plan identifies this area as appropriate for low density residential and would keep the rural feel of the neighborhood as this area is a mixture of both small and large acreage lots. There are larger acreage lots on the north and south side of the subject property however, the proposed development would be an appropriate extension to what already exists in the area to the east and west.

7. whether public facilities (infrastructure) and services will be adequate to serve development allowed by the requested zoning map amendment;

Adequate public infrastructure is available to serve the site, or will be available at the time development of the property occurs. There is existing water infrastructure to serve the property along Kurzweil Rd. and Gore Rd. The adjacent road network can adequately serve the site, and adequate right-of-way will be dedicated with this development to support future improvements to Gore and Kurzweil Road at the time other property and development are annexed into the City. Sanitary Sewer is not readily available to the property. The closest sanitary sewer is the Alexander Creek Interceptor Sewer, located 1.15 miles south of this property. Extensive improvement and expansion would need to be completed to make this connection feasible. Septic systems are being proposed to serve the development which is consistent with the intent of the Unified

Development Code as a lot must be at least 3 acres for septic systems to be permitted.

8. the suitability of the property for the uses to which it has been restricted under the existing zoning regulations;

The property is currently suited for uses under the current zoning regulations. This area would be difficult to suit your typical 8,400 square foot lots as sanitary sewer is not readily available and will not be for the foreseeable future. Nor would a higher density use match the character of the surrounding neighborhoods and therefore small acreage lots are a logical option as this area is represented by small acreage lots with single-family homes and large acreage lots that are more agricultural in its zoning.

9. the length of time (if any) the property has remained vacant as zoned;

The subject property is part of Unincorporated Cass County and has remained vacant.

10. whether the proposed zoning map amendment is in the public interest and is not solely in the interests of the applicant; and

The proposed zoning map amendment is in the public interest as the proposed development matches the existing character of the neighborhood as well as meets the intent of the future land use map within the Growth Management Plan, as this area is appropriate for low density residential.

11. the gain, if any, to the public health, safety and welfare due to the denial of the application, as compared to the hardship imposed upon the landowner, if any, as a result of denial of the application.

There will be gain to the public health, safety and welfare of the community as a result of the approval of the application. Approval preserves the land area for a development that is more in line with trying to preserve the character of the surrounding area.

REVIEW OF INFORMATION AND SCHEDULE

<u>Action</u>	<u>Planning Commission</u>	<u>City Council 1st</u>	<u>City Council 2nd</u>
Public Hearing	January 16, 2024	February 12, 2024	February 26, 2023

STAFF RECOMMENDATION

City Staff recommends the Planning and Zoning Commission accept the staff proposed findings of fact and forward Case # 23045 Creekside Ranch - Rezoning from "A"

Agricultural to “RE” Rural Estate with a recommendation of approval subject to the following conditions:

1. That Case # 23047 Creekside Ranch - Voluntary Annexation, shall be approved by the City Council.
2. City Staff will need reassurance that the City of Raymore can serve this site with City water and is not/will not be able to be served by PWSD #3.

PLANNING AND ZONING RECOMMENDATION 1/16/2024

At its January 16, 2024 meeting, the Planning and Zoning Commission voted 8-0 to accept the staff proposed findings of fact and forward Case # 23045 Creekside Ranch - Rezoning from “A” Agricultural to “RE” Rural Estate with a recommendation of approval subject to the following two (2) conditions:

1. That Case # 23047 Creekside Ranch - Voluntary Annexation, shall be approved by the City Council.
2. City Staff will need reassurance that the City of Raymore can serve this site with City water and is not/will not be able to be served by PWSD #3.

Rezoning and Annexation

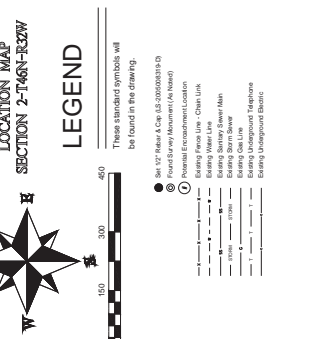
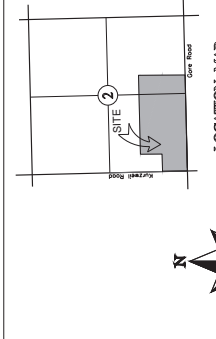
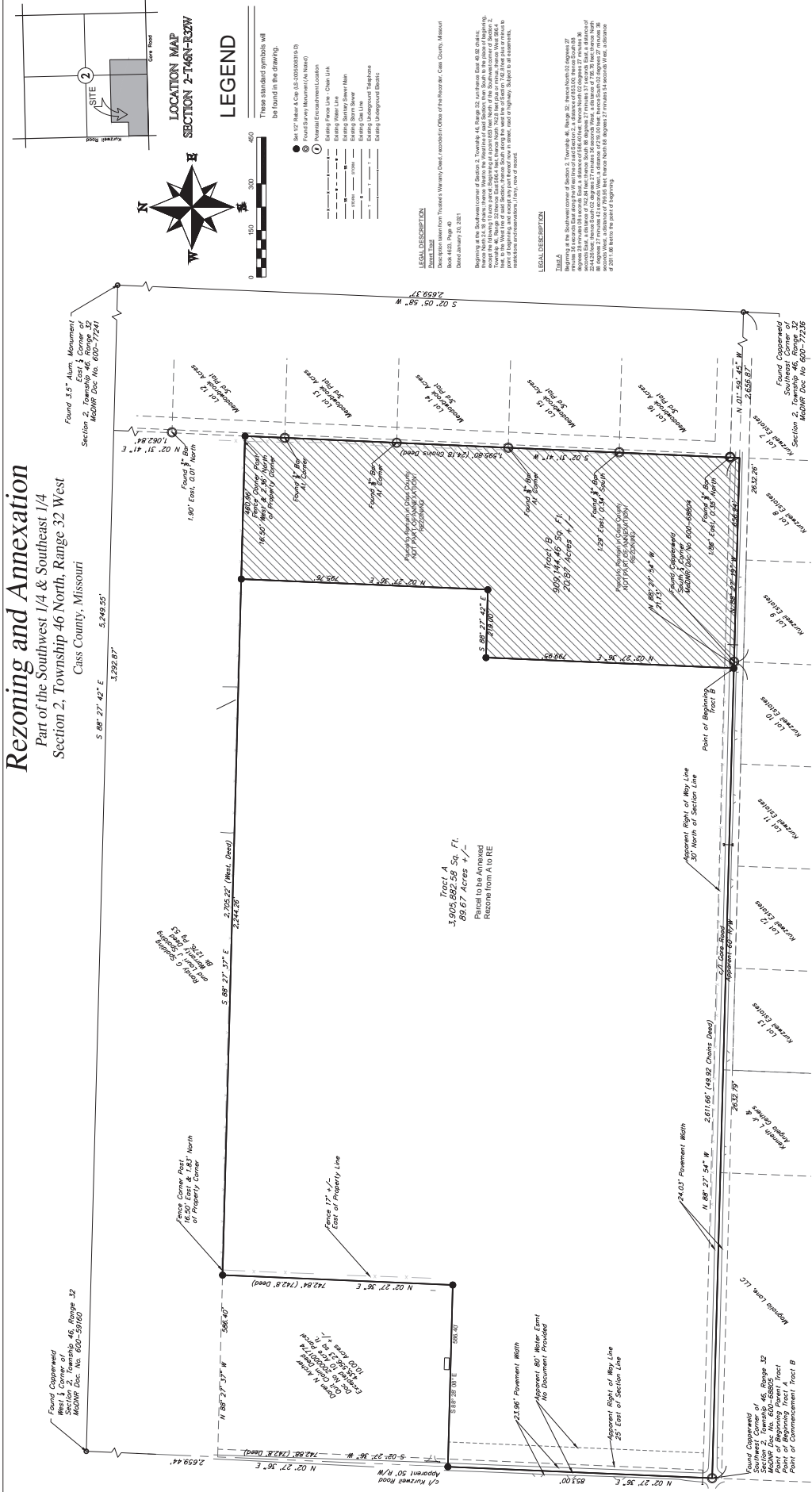
Part of the Southwest 1/4 & Southeast 1/4 Section 2, Township 46 North, Range 32 West Cass County, Missouri

Rezoning and Annexation

PROFESSIONAL SEAL	SHEET: 1 OF 1	DRAWN BY: M. Schmitt, PLS, PE
SCALE: 1" = 150'	DATE OF PREPARATION: November 15, 2023	
	TOWNSHIP: 46 N	RANGE: 32 W
	COUNTY: Cass	STATE: MO

REVISIONS	

Part of the Southwest 1/4 and Southeast 1/4 Section 2, Township 46 North, Range 32 West Cass County, Missouri



LEGAL DESCRIPTION

Parcel: [Section 2, Township 46 North, Range 32 West, Cass County, Missouri]
 Date: January 28, 2021

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CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: February 12, 2024

SUBMITTED BY: David Gress

DEPARTMENT: Development Services

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

TITLE / ISSUE / REQUEST

Resolution 24-08: Creekside Ranch Preliminary Plat

STRATEGIC PLAN GOAL/STRATEGY

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

FINANCIAL IMPACT

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

PROJECT TIMELINE

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

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

Staff Report
Preliminary Plat Drawing
Memorandum of Understanding

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

Fred and Lisa Delibero, owners of approximately 89.67 acres of land located at the northeast corner of Gore Road and Kurzweil Road are requesting preliminary plat approval of the Creekside Ranch subdivision, a proposed 23-lot development consisting of 22 3-acre lots and one 10-acre lot.

A Memorandum of Understanding has been prepared that outlines the regulations of the proposed subdivision. A Final Plat application would be required prior to the development of any individual lots.

RESOLUTION 24-08

“A RESOLUTION OF THE CITY OF RAYMORE, MISSOURI, APPROVING THE PRELIMINARY PLAT FOR THE CREEKSIDE SUBDIVISION, LOCATED IN THE SOUTHWEST AND SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 46N, RANGE 32, WEST, RAYMORE, CASS COUNTY, MISSOURI.”

WHEREAS, the Planning and Zoning Commission held a public hearing on January 16, 2024, in accordance with the Unified Development Code, and forwarded its recommendation of approval to the City Council; and,

WHEREAS, the City Council held a public hearing on February 12, 2024, in accordance with the Unified Development Code, and accepted the recommendation of the Planning and Zoning Commission.

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

Section 1. The Creekside Ranch Preliminary Plat is hereby approved.

Section 2. Memorandum of Understanding. The City Manager is authorized to execute the Memorandum of Understanding (MOU) between the City of Raymore, and the Lisa Delibero Trust, outlining the regulations for the development of the Creekside Ranch subdivision. Upon execution, the MOU shall be recorded with the Cass County Recorder of Deeds.

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

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

DULY READ AND PASSED THIS 12TH DAY OF FEBRUARY, 2024, 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: Planning and Zoning Commission
From: City Staff
Date: February 12, 2024
Re: Case # 23046: Creekside Ranch - Preliminary Plat

GENERAL INFORMATION

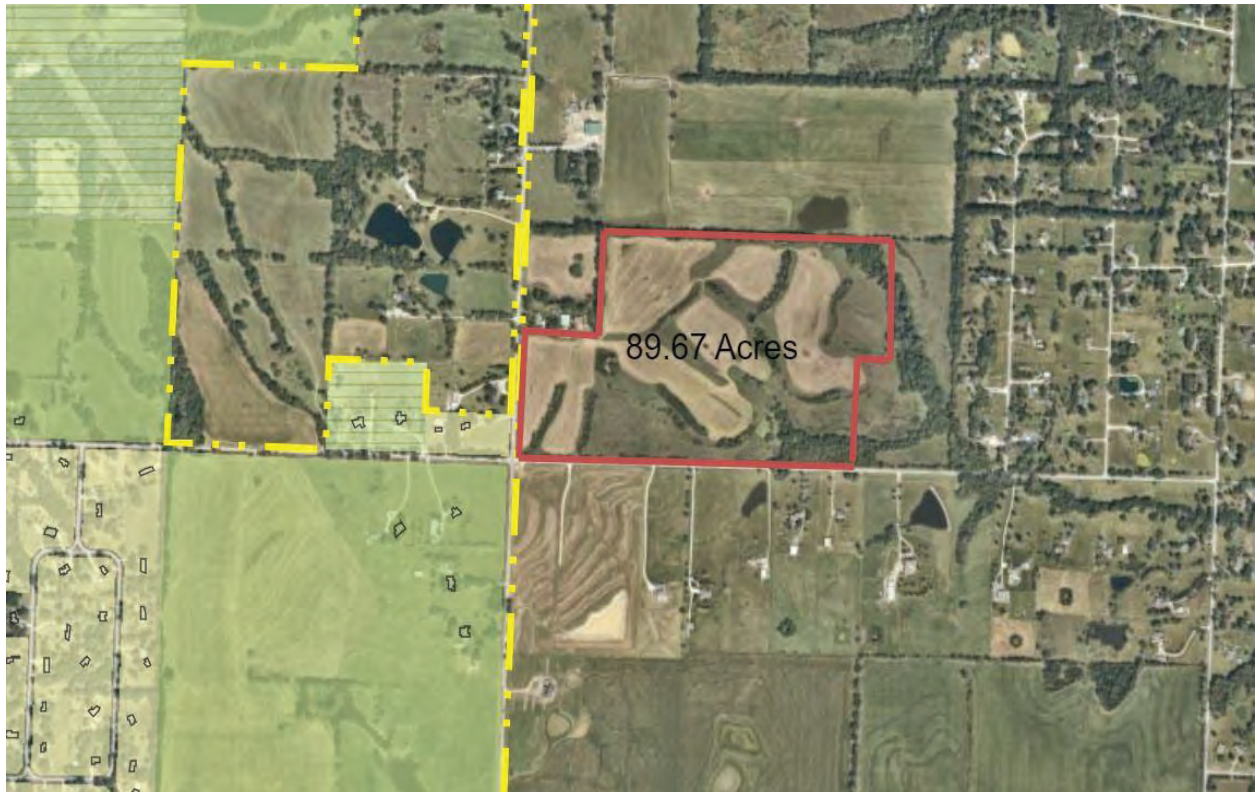
Applicant/Property Owner: Lisa Delibero Trust
4500 SW Raintree Dr.
Lee's Summit, MO 64082

Requested Action: Preliminary Plat approval for 89.67 acres.

Property Location: Generally located at the northeast corner of Kurzweil Rd. and Gore Rd.



Existing Zoning: "A" Agricultural District (Currently in Unincorporated Cass County)



Existing Surrounding Zoning:

North:	Unincorporated Cass County
South:	Unincorporated Cass County
East:	Unincorporated Cass County
West:	"RE" Rural Estate "RR" Rural Residential "A" Agricultural

Total Tract Size: 89.67 acres

Total Number of Lots: 22, 3+/- acre lots and 1, 10+/- acre lot

Legal Description: Beginning at the Southwest corner of Section 2, Township 46, Range 32; thence North 02 degrees 27 minutes 36 seconds East along the West line of said Section 2, a distance of 853.00; thence South 88 degrees 28 minutes 08 seconds East, a distance of 586.40 feet; thence North 02 degrees 27 minutes 36 seconds East, a distance of 742.84 feet; thence South 88 degrees 27 minutes 37 seconds East, a distance of 2244.26 feet; thence South 02 degrees 27 minutes 36 seconds West, a distance of 795.76 feet; thence North 88 degrees 27 minutes 42 seconds West, a distance of 219.00 feet; thence South 02 degrees 27 minutes 36 seconds West, a

distance of 799.95 feet; thence North 88 degrees 27 minutes 54 seconds West, a distance of 2611.66 feet to the point of beginning.

Growth Management Plan: The Future Land Use Map of the current Growth Management Plan designates this property as appropriate for Low Density Residential.

Major Street Plan: The Major Thoroughfare Plan Map classifies Kurzweil Rd. as a Minor Arterial and Gore Rd. as a Major Collector.

Advertisement: December 20, 2023 **North Cass Herald**
January 24, 2024 **North Cass Herald**

Good Neighbor: January 11, 2024

Public Hearing: January 16, 2024 **Planning Commission**
February 12, 2024 **City Council**

Items of Record: **Exhibit 1. Mailed Notices to Adjoining Property Owners**
Exhibit 2. Notice of Publication in Newspaper
Exhibit 3. Unified Development Code
Exhibit 4. Application
Exhibit 5. Growth Management Plan
Exhibit 6. Staff Report
Additional exhibits as presented during hearing

PRELIMINARY PLAT REQUIREMENTS

The following section of the Unified Development Code is applicable to this application:

Section 470.110: Preliminary Plats

A. Applications

1. An application for a preliminary plat may be obtained from the Community Development Director. The application must be completed in its entirety in accordance with Section 470.010C and submitted at least 60 days prior to the date of the meeting where it will be considered.
2. For property in commercial or industrial zoning districts, the application must be submitted at least 30 days prior to the date of the meeting.

B. Memorandum of Understanding

A Memorandum of Understanding (MOU) may be required by the City for any preliminary plat application request.

C. Procedure

1. Pre-Application Conference

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

2. Development Review Committee and Other Agency Review

a. Upon receipt of a complete application, the Community Development Director will distribute copies of the preliminary plat and supportive information to the Development Review Committee. The application will be reviewed by the Development Review Committee for compliance with applicable regulations of this Code.

b. The Community Development Director will also distribute copies of the preliminary plat to the following governmental agencies, departments, and other persons as may be deemed appropriate for the particular proposed subdivision:

- (1)** Fire District;
- (2)** Police Department;
- (3)** School District;
- (4)** State Highway Department (if the subdivision is adjacent to a State Highway); and
- (5)** any utility companies providing gas, electric or telephone service in or near the subdivision.

c. The agencies, departments and persons identified in this section will have a minimum of 10 working days to review the preliminary plat and to make their report and recommendations to the Planning and Zoning Commission.

d. If a report has not been returned to the office of the Community Development Director within 10 working days after receiving a plat for review, the proposed plat will be deemed to be in conformance with the laws, rules or policies of the reviewing agency or department.

3. Planning and Zoning Commission Public Hearing

All proposed preliminary plats must be submitted to the Planning and Zoning Commission for review and recommendation. The Planning and Zoning Commission will hold a public hearing on the application in accordance with Section 470.010E

4. Planning and Zoning Commission Recommendation

a. The Planning and Zoning Commission will consider the preliminary plat within 60 days of its receipt by the Community Development Director, or at the next regular meeting for which the plat may be scheduled.

b. The Planning and Zoning Commission will review and consider the reports and recommendations of the agencies, departments and persons to whom the preliminary plat has been submitted for review.

c. If the preliminary plat does comply with all requirements, the Planning and Zoning Commission will forward the application to the City Council with a recommendation of approval.

d. If the preliminary plat is in general, but not complete compliance, the Planning and Zoning Commission may recommend conditional acceptance of the preliminary plat. The conditions of such acceptance will specify the modifications necessary to achieve full compliance. The Planning and Zoning Commission will forward the application to the City Council with a recommendation of approval, subject to conditions.

e. If the preliminary plat is not in compliance with all requirements, the Planning and Zoning Commission will recommend disapproval of the preliminary plat. Within 10 days of its final action, the Planning and Zoning Commission must notify the subdivider in writing of the reasons for its recommendation for disapproval.

f. If the preliminary plat is not recommended for approval, the subdivider may modify the preliminary plat and re-submit it to the Planning and Zoning Commission. If the plat is amended and re-submitted within 60 days of the disapproval of the original preliminary plat, no additional filing fee will be required. The Planning and Zoning Commission may reconsider the preliminary plat at a regular meeting for which the plat may be scheduled by the Community Development Director.

5. City Council Public Hearing

The Raymore City Council must hold a public hearing on the application in accordance with Section 470.010E1b through d and E2.

6. City Council Action

a. The City Council must consider the request within 60 days of receipt of written recommendation of the Planning and Zoning Commission. Upon receipt of the recommendation of the Planning and Zoning Commission, the City Council must consider the application and may take final action to approve or disapprove it.

b. If final action is not taken by the City Council within 120 days after the recommendation of the Planning and Zoning Commission is submitted to it, the preliminary plat will be deemed to have been defeated and denied, unless the applicant has consented to an extension of this time period. Whenever a preliminary plat is defeated, either by vote of the City Council or by inaction described in this section, such preliminary plat cannot be passed without another public hearing that is noticed in accordance with this chapter.

c. If the City Council approves an application, it will adopt a resolution to that effect.

7. Findings of Fact

In its deliberation of a request, the Planning and Zoning Commission and City Council must make findings of fact taking into consideration the following:

a. the preliminary plat will not adversely affect the appropriate use of neighboring property;

b. the preliminary plat is in compliance with all applicable regulations of the Unified Development Code, Growth Management Plan, and other City regulations and plans;

c. the preliminary plat will not impose undue burden upon existing public services and facilities; and

d. the preliminary plat will make adequate provision to accommodate resulting additional demands which may be imposed upon roads and streets, water supply and storage, storm sewerage, sanitary sewerage, and wastewater treatment without substantially increasing public costs and expenditures.

8. Effect of Approval of Preliminary Plat

a. Approval of the preliminary plat does not constitute final acceptance of the subdivision by the City Council, but will be considered permission to prepare and submit a final plat. Preliminary plat approval will be effective for no more than one year from the date approval was granted unless:

(1) a final plat application is submitted within one year of the date of preliminary plat approval;

(2) upon the request of the subdivider, the City Council grants an extension;
or

(3) final plat applications are submitted in accordance with the requirements for staged development of final plats in accordance with Section 470.130E.

b. If preliminary plat approval expires, the preliminary plat must be re-submitted as if no such plat had ever been approved.

9. Extension of Preliminary Plat

An applicant must request that the City Council grant an extension of an approved preliminary plat prior to the expiration date of the preliminary plat. An extension of the preliminary plat can only be requested if it remains unchanged from last acceptance. A request for extension does not require submission of a new application fee or a public hearing.

PREVIOUS PLANNING ACTIONS ON OR NEAR THE PROPERTY

1. The subject property is currently located in Unincorporated Cass County and has remained undeveloped.
2. On March 13, 1989 Fairview Estates Lots 1 thru 3 Final Plat (located at the southwest corner of Kurzweil Rd. and Gore Rd.) was approved by the City Council.
3. On January 28, 1991 Fairview Estates Lots 4 thru 7 Final Plat was approved by the City Council.
4. Halliburton Estates (located west of the subject property at 700 and 712 E. Gore Rd.) was rezoned from "A" Agricultural to "RE" Rural Estates on November 27, 2006. Subsequently Halliburton Estates received preliminary plat approval on December 11, 2006 and final plat approval on January 22, 2007.
5. The applicant has also filed applications to rezone the subject property as well as voluntary annexation of the subject property. These applications will be run concurrent with the preliminary plat application request.

GOOD NEIGHBOR INFORMATIONAL MEETING COMMENTS

A Good Neighbor Meeting was held on Thursday, January 11, 2024 in the Council Chambers and 9 people attended. The applicant's representative, Jake Loveless and Project Engineer Matt Schlicht attended to make the presentation and answer questions and concerns. Development Services Director David Gress and City Planner Dylan Eppert represented City Staff. The comments below provide a summary of the meeting.

1. What is the purpose for annexing into the City from the County?

Matt Schlicht. - The project team looked to 3 different service provider for water including Cass County, PWSD #3 and City of Raymore. Cass County and PWSD #3 were determined to not have adequate capacity to provide water, so the City of Raymore was best suited to be able to provide the project with water. Therefore, we decided to pursue the development by applying for voluntary annexation, rezoning the property from "A" Agricultural to "RE" Rural Estate and with a preliminary plat as required by the City.

2. How will stormwater runoff be handled?

Matt Schlicht - Currently, the storm water does shed to the easterly property line. The applicant will have to provide stormwater detention for the project that complies with the requirements of the City, which are more restrictive than current County regulations. It is not expected to increase the current watershed runoff anymore than what the property currently does as farmland in its current condition. The eastern 20 acres at this time will remain in the county and will not be developed as part of this application. There are 2 creeks/draws on that particular property. The applicant is exploring the possibility of 1-2 ponds that could be constructed to serve as detention ponds in the future.

3. Will the proposed landfill impact this particular development?

Matt Schlicht - The landfill is having impacts on much of this area however, the applicant plans to construct this proposed development whether a landfill occurs or not. The applicant has owned this land for 3 or 4 years and plans to make one of these lots a future site for their personal residence.

4. Where will the main entrance to the subdivision be?

Matt Schlicht - There will be two access points into the proposed development. Both access points are currently being proposed on Gore Rd.

5. Will you look into altering the road alignment for the two access points?

Matt Schlicht - The applicant is willing to look at altering the road alignments with the current access points but feels the current alignment is currently the best option. City Staff required the access points to serve the development, and the spacing of the intersection with other existing driveways must meet the requirements of the Code in terms of intersection design and safety. Typically driveways/roads should align with each other, as opposed to being offset, which creates potential hazards. The design is not final and only preliminary with this application, and the applicant can still explore shifting the road, if possible.

6. What is the price range of the homes?

Matt Schlicht - The current price range of the homes in this area will range from \$700k to \$2.5 million. There will be a restriction that no split level homes can be constructed in this development. Also the homes will range from 1,800 square feet to 2,800 square feet. The applicant showed conceptual images of the styles of home they are expecting.

7. What is the timeline for construction?

Matt Schlicht - If approvals are obtained with the three requested applications, the next step would be the final design and construction phase which is reviewed by City Staff and normally takes 3 to 4 months. Then another 5 to 6 months for obtaining State approvals/permits and turning dirt. They would potentially start seeing infrastructure construction in the spring of 2025, with neighboring home construction projected around spring of 2026.

8. Who will maintain Gore Rd?

City Staff - Currently Cass County maintains Gore Rd. If this proposed development obtains City of Raymore approvals for annexation, the right-of-way for the northern half of Gore Rd. is slated to be dedicated to the City of Raymore. The City could start maintaining the northern half of the road.

9. Has the City of Raymore been in discussions with Cass County to come to an agreement of the overall maintenance of Gore Rd?

City Staff - There have not been discussions with Cass County with regard to the south half of the road, as it is not being proposed to be annexed into the City, therefore the City can not maintain it. Properties on the south half of Gore would need to be annexed into the City in order for the City to maintain this portion of the road.

10. How will the water line be run?

Matt Schlicht - The water line is going to be run from the southwest corner of the intersection at Kurzweil Rd. and Gore Rd and run to the northeast corner of the intersection. It will then run east along Gore Rd. and run north along the first proposed access point. It will then loop around the proposed road within the subdivision back to Gore Road.

11. Could the closest access point to Gore Road. be altered/moved to be an access point off of Kurzweil instead of the current alignment?

Matt Schlicht - That could be a possibility but the applicant felt the best alignment is the current alignment being presented. If the road was moved to Kurzweil Rd for access it would go along the side yards of two lots and this would be in my opinion intrusive for potential property owners.

City Staff - Additionally, Kurzweil Road is classified as a Minor Arterial, and Gore Road is classified as a Major Collector. City Code would give preference to Gore Road as the main point of access, as opposed to Kurzweil given traffic on both roads, and their classifications on the road system.

12. Would it be possible to loop the road to have just one access point instead of the two proposed access points?

City Staff - City Staff met with the applicant during the pre-application process and the City Staff required the two access points.

13. What kind of internet access would be provided/looked at for this proposed development?

Matt Schlicht - It is too early in the process to have those kinds of discussions as this project has not been approved at this time and would be hard to say. However, the applicant wants high speed internet and will see what can be done to have that in this development.

City Staff provided the audience with next steps for the project. The next step is on Tuesday January 16, 2024 the Planning and Zoning Commission will review the rezoning and preliminary plat applications. They would then move on to City Council on February 12 and the rezoning would be on 2nd reading for February 26, 2024. All of the meetings would be in the Council Chamber and be at 6pm.

The meeting concluded at 7:25pm

PARKS AND RECREATION BOARD RECOMMENDATION

On December 12, 2023, The Parks and Recreation Board determined that “Cash in lieu of land donation” is the most appropriate method of satisfying the requirements of this section. The total Cash in lieu of land donation for the subdivision is \$11,868.00, or \$516.00 per lot.

Payment of the Parkland Dedication Fee in Lieu shall be paid in accordance with Section 445.040(H) of the Unified Development Code.

STAFF COMMENTS

1. The subject property has been zoned “A” Agricultural in Unincorporated Cass County and remained undeveloped.
2. Notices were mailed out to 21 adjoining property owners. To this point three calls have been received from surrounding property owners and were asking what kind of development was happening and did not express concern or objections to the proposed development.
3. An application for rezoning the property from “A” Agricultural District to “RE” Rural Estate District and for voluntary annexation in the City of Raymore and those applications were filed coincident with this preliminary plat. The preliminary plat has been reviewed based on the rezoning application and voluntary annexation being approved as presented.

4. The applicant is proposing a 23 lot single-family subdivision being completed in a single phase development. The development includes 22 3+/- acre lots, one 10+/- acre lot. This is a remnant 20 acre tract that will stay in Unincorporated Cass County (far east side of the proposed development.)

5. The Uses permitted in an “RE” Rural Estate zoned property are as follows.

Use	RE	Use Standard
RESIDENTIAL USES		
Household Living		
Single-family Dwelling, Detached (conventional)	P	
Manufactured Home Residential – Design	S	Section 420.010D
Single-family Dwelling, Attached	–	Section 420.010A
Two-family Dwelling (Duplex)	–	
Multi-family Dwelling (3+ units)	–	Section 420.010A
Apartment Community	–	Section 420.010A
Cluster Residential Development	S	Section 420.010B
Manufactured Home Park	–	Section 420.010C
Employee Living Quarters	–	
Accessory Dwelling, Attached	S	Section 420.050E
Accessory Dwelling, Detached	S	Section 420.050E
Group Living		
Assisted Living	–	
Group Home	S	Section 420.010E
Nursing Care Facility	–	
Transitional Living	–	
Group Living Not Otherwise Classified	–	
PUBLIC AND CIVIC USES		
Cultural Exhibit or Library	C	
Government Buildings and Properties	C	
Place of Public Assembly	C	
Public Safety Services	C	
Religious Assembly	P	
School	P	
Utilities		
Major	C	
Minor	P	
COMMERCIAL USES		
Animal Services		
Kennel	–	Section 420.030E

Use	RE	Use Standard
Day Care		
Day Care Home	S	Section 420.030C
Entertainment and Spectator Sports		
Indoor	–	
Outdoor	–	

Funeral and Interment Services		
Cemetery	C	
Funeral Home	-	
Lodging		
Bed and Breakfast	S	Section 420.030H
Medical Marijuana Cultivation Facility	-	Section 420.030N
Sports and Recreation, Participant		
Outdoor	C	
Indoor	-	
OTHER USES		
Accessory Uses	S	Section 420.050
Agricultural Uses		
Farming	-	
Boarding Stables and Riding Schools	-	Section 420.040A
Home Occupation	S	Section 420.040B
Parking		
Accessory Parking	P	
Wireless Communication Facility		Section 420.040C
Colocated	S	
Small Wireless Facilities	S	

6. The Bulk Dimensional Standards for a property zoned “RE” Rural Estate District are shown below:

RE	
Minimum Lot Area	
per lot	3 Acres
per dwelling unit	3 Acres
Minimum Lot Width (ft.)	220
Minimum Lot Depth (ft.)	100
Yards, Minimum (ft.)	
Front	50
rear	40
side	15
Maximum Building Height (feet)	35
Maximum Building Coverage (%) [1]	30

7. The preliminary plat request was submitted to South Metropolitan Fire Protection District for review. No comments were provided.
8. The applicant is requesting that the subject property be served by City of Raymore water utilities. City Staff has requested reassurance/proof be provided before the approval of a final plat for this proposed development before water can be provided.

9. Sanitary Sewer is located 1.15 miles away from the subject property. The applicant is requesting on-site waste disposal systems to serve each individual lot, which is reasonable for this area as the surrounding neighborhoods are also served by on-site waste disposal systems. The maintenance would be the responsibility of the property owner should the on-site waste disposal system ever fail.
10. Stormwater will be collected through open ditches and will flow to a regional stormwater basin.
11. City Staff has prepared an Memorandum of Understanding (MOU) for the subject property. The MOU will restrict future development to the number of units and general layout of the submitted Preliminary Plat. The MOU will be finalized prior to 1st reading by the City Council of the rezoning and preliminary plat applications.
12. No amenities are being provided in this proposed development.

PLANNING COMMISSION PROPOSED FINDINGS OF FACT xxxxx bb x

Under Section 470.110 of the Unified Development Code, the Planning and Zoning Commission and City Council is directed concerning its actions in dealing with a preliminary plat request. Under 470.110 (C) (7) the Planning and Zoning Commission and City Council is directed to make findings of fact taking into consideration the following:

- 1. The preliminary plat will not adversely affect the appropriate use of neighboring property;**

The preliminary plat will not adversely affect the appropriate use of neighboring properties. The property has always been intended to be developed into small acreage lots with single-family homes. This area is not highly desirable for typical single-family development because of the location of the City's sanitary sewer, which is 1.15 miles away, and such type of development would not be compatible with the surrounding areas and properties. The proposed development is an appropriate extension of what already exists to the east and west of the subject property.

- 2. The preliminary plat is in compliance with all applicable regulations of the Unified Development Code, Growth Management Plan, and other City regulations and plans;**

The preliminary plat is in compliance with all applicable regulations of the Unified Development Code, Growth Management Plan, and other City regulations and plans. The proposed lots comply with the development standards for the

underlying zoning district, and the proposed land uses are consistent with the Future Land Use Map adopted by the City.

3. The preliminary plat will not impose undue burden upon existing public services and facilities; and

The preliminary plat will not impose undue burden upon existing public services and facilities. Infrastructure to serve the property has been sized to meet the future demands for service to the property. No burden will be placed on the sanitary sewer system as the applicant is requesting to use on-site waste disposal systems that the property owner will have to maintain. While no immediate road improvements are being required at this time due to only the north half being part of the City, adequate right-of-way is being provided to support the future improvement to the road when needed.

4. The preliminary plat will make adequate provision to accommodate resulting additional demands which may be imposed upon roads and streets, water supply and storage, storm sewerage, sanitary sewerage, and wastewater treatment without substantially increasing public costs and expenditures.

There is sufficient capacity in the water system to support full development of the property. The road network was planned to accommodate full development of the property. Storm water will be collected by a regional stormwater basin and open ditches. Sanitary sewer is the only infrastructure that cannot be provided due to the proximity of the closest sanitary sewer system which is 1.15 miles away. The applicant is requesting to use on-site waste disposal systems which is appropriate as the minimum lot size for the proposed development is 3 acres and the Unified Development Code requires a minimum of 3 acre lots.

REVIEW OF INFORMATION AND SCHEDULE

<u>Action</u> Public Hearing	<u>Planning Commission</u> January 16, 2024	<u>City Council 1st Reading</u> February 12, 2024
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STAFF RECOMMENDATION

City Staff recommends the Planning and Zoning Commission accept the Staff proposed findings of fact and forward Case # 23046 Kurzweil Rd. and Gore Rd. - Preliminary Plat to the City Council will be a recommendation of approval subject to the following conditions:

1. Case # 23047 Creekside Ranch - Voluntary Annexation, shall be approved by the City Council.
2. City Staff will need reassurance that the City of Raymore can serve this site with City water and is not/will not be able to served by PWSD #3.

PLANNING AND ZONING RECOMMENDATION 1/16/2024

At its January 16, 2024 meeting, the Planning and Zoning Commission voted 8-0 to accept the staff proposed findings of fact and forward Case # 23046 Creekside Ranch - Preliminary Plat with a recommendation of approval subject to the following three (3) conditions:

1. That Case # 23047 Creekside Ranch - Voluntary Annexation, shall be approved by the City Council.
2. City Staff will need reassurance that the City of Raymore can serve this site with City water and is not/will not be able to be served by PWSD #3.
3. Case # 23047 Creekside Ranch - Rezoning shall be approved by the City Council.



*Memorandum of Understanding
for
Creekside Ranch*

Legal Description Contained on Page 2

Between Lisa Delibero Trust, Grantor,

and

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

February 26, 2024

MEMORANDUM OF UNDERSTANDING

Creekside Ranch

THIS MEMORANDUM OF UNDERSTANDING ("MOU") FOR THE DEVELOPMENT OF THE CREEKSIDE RANCH SUBDIVISION is made and entered into this 26th day of February, 2024, by and between Lisa M. Delibero, trustee of the Lisa Delibero Trust ("Sub-Divider") also being referred to herein as "Grantors"; and the City of Raymore, Missouri, a Municipal Corporation and Charter City under the laws of the State of Missouri ("City").

WHEREAS, Sub-Divider seeks to obtain a change in zoning designation and preliminary plat approval from the City for a subdivision to be known as Creekside Ranch, proposed to be located in the City of Raymore, Cass County, Missouri, and;

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

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

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

GEOGRAPHIC LOCATION:

The provisions of this MOU shall apply to the following described property, being proposed as Creekside Ranch, Lots 1-23, Raymore Cass County, Missouri:

Beginning at the Southwest corner of Section 2, Township 46, Range 32; thence North 02 degrees 27 minutes 36 seconds East along the West line of said Section 2, a distance of 853.00; thence South 88 degrees 28 minutes 08 seconds East, a distance of 586.40 feet; thence North 02 degrees 27 minutes 36 seconds East, a distance of 742.84 feet; thence South 88 degrees 27 minutes 37 seconds East, a distance of 2244.26 feet; thence South 02 degrees 27 minutes 36 seconds West, a distance of 795.76 feet; thence North 88 degrees 27 minutes 42 seconds West, a distance of 219.00 feet; thence South 02 degrees 27 minutes 36 seconds West, a distance of 799.95 feet; thence North 88 degrees 27 minutes 54 seconds West, a distance of 2611.66 feet to the point of beginning.

PRELIMINARY PLAT

1. Sub-Divider intends to develop the entire property as a Single Family Community in the manner shown on the Preliminary Plat, attached and incorporated herein as Exhibit A.

2. Zoning and Land Use

a. The zoning for the entire Property shall be "RE" Rural Estate District.

b. Land Use

1. Detached Single Family Dwellings, as defined by Section 485.010 of the Unified Development Code shall be permitted on all lots, subject to compliance with any special conditions.

2. Accessory structures, as defined by Chapter 485.010 of the Unified Development Code shall be permitted on all lots, subject to compliance with any special requirements or conditions contained with the Unified Development Code.

3. Bulk and Dimensional Standards Table:

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

Minimum Lot Area	3 acres
Minimum Lot Width	220 feet
Minimum Lot Depth	100 feet
Minimum Front Yard	50 feet
Minimum Rear Yard	40 feet
Minimum Side Yard, interior	15 feet
Minimum Side Yard, exterior	50 feet
Maximum Building Height	35 feet
Maximum Building Coverage	30%

4. Landscaping & Screening

- a. Pursuant to Section 445.030(I)(4) of the Unified Development Code, Landscaped Buffer Strips, including berms, canopy trees, understory trees, or combinations thereof, as identified on the table below, shall be provided in a common area tract or landscaping easement along Gore Road.

	Option A	Option B
Buffer strip width	30 feet	20 feet
Canopy trees	1 deciduous shade tree every 60 feet	1 deciduous shade tree or 2 evergreens every 60 feet
Understory trees	Allowed, not required	3 ornamental and 1 evergreen tree every 100 feet
Large flowering shrubs	4 clustered every 150 feet	4 every 30 feet
Berm	Allowed, not required	Allowed, not required

- b. One yard tree shall be provided for each dwelling unit in the front yard of each dwelling unit. For corner lots, one yard tree is required per street frontage.
- c. All required landscaping shall comply with Chapter 430 of the Unified Development Code. No details as to plant location, type or size are required as part of the Preliminary Plat.
- d. A landscape plan for the buffer strips shall be submitted with the application for each phase of a final plat that is adjacent to Gore Road. Installation of the required buffer strips may be deferred as part of the construction of individual homes within the subdivision.
- e. All required buffer landscaping shall be installed prior to the issuance of any Certificate of Occupancy for the affected lot(s) within the subdivision.

6. Parking

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

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

- b. Driveway access to residential lots within the subdivision will be restricted to the internal streets being proposed, with the exception of Lots 12, 13, and 20, which shall each be granted 1 individual driveway access to Gore Road.

PHASING SCHEDULE

- 1. The Preliminary Plat is being approved without a defined phasing plan.

FINAL PLATS

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

TRANSPORTATION IMPROVEMENTS

1. Road Improvements

- a. All proposed roads shall be constructed as local roads with a sixty feet (60') of right-of-way.
- b. Kurzweil Road is identified on the Transportation Master Plan as a Minor Arterial Roadway, which requires one-hundred feet (100') of right-of-way. The Sub-Divider agrees to dedicate the required right-of-way to support the future improvements to Kurzweil Road at the time of final plat.
- c. Gore Road is identified on the Transportation Master Plan as a Major Collector Roadway which requires eighty feet (80') of right-of-way. The Sub-Divider agrees to dedicate the required

right-of-way to support the future improvements to Gore Road at the time of final plat.

- d. The Sub-Divider agrees to remove debris from under road culverts either as part of subdivision development/mass grading or utility installation, but prior to the issuance of any building permits within the subdivision. Such work is subject to the approval of the Public Works Director, or their designee.
- e. The internal roadways serving the development shall be built to City standards to be accepted by the City. Once the roadways are accepted, the City will assume maintenance responsibilities of the roadways.

2. Pedestrian Improvements

- a. The Sub-Divider acknowledges that sidewalks are encouraged, but are not required within the subdivision, pursuant to Section 445.030(K)(1) of the Unified Development Code.

3. Street Lights

- a. Street lights shall be provided within the subdivision pursuant to 445.030(J) of the Unified Development Code. A street light plan shall be submitted by the Sub-Divider as part of the public infrastructure plans for each final plat phase that is constructed.
- b. All street lights in the final plat phase shall be fully operational prior to City Council acceptance of the public improvements for the final plat phase.

SANITARY SEWER IMPROVEMENTS

- 1. The Sub-Divider agrees and acknowledges that the sanitary sewer service to the property is not readily accessible, and that the City will not be providing sanitary sewer service to the property at this time. The property will be served by on-site (septic) waste disposal systems that shall be installed at the expense of property owners, and in accordance with all applicable City ordinances, policies and procedures.
- 2. The Sub-Divider agrees that on-site waste disposal systems will comply with the Minimum Construction Standards for On-Site Sewage Disposal Systems, and that the construction of Wastewater

Stabilization Pond, or commonly known as lagoons, are not permitted on lots less than five (5) acres in size.

3. The Sub-Divider agrees that on-site waste disposal systems will be properly maintained in good working order at all times.
4. The Sub-Divider agrees to pay any applicable sewer connection fees and rate charges.
5. All improvements must be approved by the City, constructed to City standards, and inspected by the City; and the Sub-Divider agrees to dedicate easements to the City in compliance with City standards for utility easements.

WATER MAIN IMPROVEMENTS

1. The Sub-Divider has represented to the City that the property is not located within the territorial limits of the adjoining Public Water Supply District No. 3, and desires to obtain water service from the City of Raymore.
2. The City of Raymore water system adjacent to the property meets the minimum Mo/DNR requirements and City of Raymore standards, and it shall be the responsibility of the Applicant and/or their contractor(s) to extend water service to the property for future water service.
3. All improvements to the water service system shall comply with the requirements of the City of Raymore and with the requirements of the South Metropolitan Fire Protection District.
4. The Sub-Divider agrees to provide for the installation of water meter reading equipment that is compatible with the standard required for City meters, and shall be responsible for any applicable water tap fees and rate charges.
5. The Sub-Divider, and/or their contractor or designee, shall provide the saddle for connection to the public water main(s). Saddles shall be brass or bronze with a stainless steel strap. All brass/bronze construction shall also be permitted.

STORMWATER IMPROVEMENTS

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

2. A final stormwater management plan is required to be submitted at the time public improvement construction plans are submitted for all the land area contained within the final plat phase.
3. Utilization of graded ditches to convey stormwater is permitted in the subdivision. If ditches are utilized, the Sub-divider shall be responsible for the design and appropriate grading and establishment of turf within the ditches to properly convey stormwater within the subdivision. It shall be the responsibility of the Sub-Divider, and/or future property owners within the Subdivision to maintain ditches, culvert pipes, or other related infrastructure.
4. Stormwater management infrastructure shall be installed and operational prior to the issuance of a Certificate of Occupancy for any applicable or affected building in the final plat phase.
5. Storm Water Quality BMPs shall be incorporated into the stormwater management plan in accordance with Chapter 450 of the Unified Development Code.
6. A Stormwater Maintenance Agreement shall be submitted addressing the perpetual maintenance of all stormwater management infrastructure.

SIGNAGE

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

PARKLAND DEDICATION

Section 445.040 of the Unified Development Code dictates that *"It shall be a condition of preliminary plat and final plat approval of a subdivision, PUD (Planned Unit Developments) or other residential property improvement that each subdivider, developer or owner will be required to make, at the discretion of the Raymore Parks and Recreation Board either (a) a land donation; (b) Cash in lieu of land donation; or (c) a combination of both"*.

The Parks and Recreation Board has determined that "Cash in lieu of land donation" is the most appropriate method of satisfying the requirements of this section. The total Cash in lieu of land donation for the subdivision is \$11,868.00, or \$516.00 per lot.

Payment of the Parkland Dedication Fee in Lieu shall be paid in accordance with Section 445.040(H) of the Unified Development Code.

FLOODPLAIN

1. No portion of any platted lot shall encroach in the Federal Emergency Management Agency (FEMA) floodplain or the 100-year flood elevation for areas not identified as special flood hazard areas. Common area tracts are allowed to encroach into the floodplain.
2. No land disturbance activities or removal of any trees shall occur within the floodplain area except for:
 - a. work to install the necessary outlet structures for the stormwater detention facilities; or
 - b. work necessary for implementation of any stream enhancements required as part of the stream assessment for development.
3. Construction fencing or a similar barrier shall be installed to discourage construction equipment and activity from occurring within the floodplain area and to provide protection for existing tree canopy.

SOUTH METROPOLITAN FIRE PROTECTION DISTRICT

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

STREET NAMES AND ADDRESSING

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

INSTALLATION AND MAINTENANCE OF PUBLIC IMPROVEMENTS

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

FEES, BONDS AND INSURANCE

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

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

GENERAL PROVISIONS

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

7. The undersigned represent that they each have the authority and capacity from the respective parties to execute this Agreement. This Agreement shall not be effective until approved by ordinance duly enacted by the City Council of the City of Raymore, Missouri.
8. Whenever in this agreement it shall be required or permitted that notice or demand be given or served by either party to this agreement to or on the other party, such notice or demand shall be delivered personally or mailed by First Class United States mail to the addresses hereinafter set forth. Such notice or demand shall be deemed timely given when delivered personally or when deposited in the mail in accordance with the above.

If to the City, at:

City Manager
100 Municipal Circle
Raymore, MO 64083

If to Sub-Divider, at:

Lisa Delibero
4500 SW Raintree
Lee's Summit, MO 64082

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

(SEAL)

THE CITY OF RAYMORE, MISSOURI

Jim Feuerborn, City Manager

Attest:

Erica Hill, City Clerk

Sub-Divider – Signature

Printed Name

Sub-Divider – Signature

Printed Name

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

Stamp:

Notary Public: _____ My Commission Expires: _____



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: February 12, 2024

SUBMITTED BY: Elisa Williams

DEPARTMENT: Finance

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

TITLE / ISSUE / REQUEST

Bill 3877: Authorization of Special Obligation Bonds Series 2024 Issue

STRATEGIC PLAN GOAL/STRATEGY

4.3.1: Develop & Implement long-term funding strategies to support City operations

FINANCIAL IMPACT

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

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
03/05/2024	

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

The Special Obligation Bonds Series 2024 Issue will be used to reconstruct the City's existing trails in Recreation Park and Memorial Park. The Debt Service will be funded from Parks/Stormwater Sales Tax as well as Capital Improvement Sales Tax over a period of 15 years.

This issue will be bank-qualified. Bank-qualification is available to all issuers who intend to issue \$10 million or less of tax-exempt securities in any one calendar year.

The 2024 Special Obligation Bonds are expected to be sold via an electronic competitive sale method and Piper, Sandler & Co. will be serving as the City's financial advisor.

ORDINANCE 2024-__
OF
CITY OF RAYMORE, MISSOURI
PASSED
February __, 2024

NOT TO EXCEED \$3,600,000
CITY OF RAYMORE, MISSOURI
SPECIAL OBLIGATION BONDS
SERIES 2024

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- Exhibit A – Form of Bonds
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- Exhibit C – Certificate of Final Terms
- Exhibit D – Preliminary Official Statement
- Exhibit E – Notice of Sale

BILL 3877

ORDINANCE 2024-___

AN ORDINANCE AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$3,600,000 PRINCIPAL AMOUNT OF SPECIAL OBLIGATION BONDS, SERIES 2024, OF THE CITY OF RAYMORE, MISSOURI AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS BY THE CITY.

WHEREAS, City of Raymore, Missouri (the “City”), is a charter city and political subdivision of the State of Missouri, duly created, organized and existing under and by virtue of the Constitution and laws of the State of Missouri; and,

WHEREAS, the City desires to finance the costs of certain capital improvements and equipment as described on **Exhibit B** to this Ordinance (the “Project”), and the City is authorized under the provisions of the Constitution of Missouri and its Charter to issue and sell special obligation bonds for the purpose of providing funds to finance the Project and to provide that the principal of and interest on such special obligations bonds shall be payable solely from amounts appropriated on an annual basis by the City Council; and,

WHEREAS, it is hereby found and determined that it is necessary and advisable and in the best interest of the City and of its inhabitants that special obligation bonds be issued and secured in the form and manner as hereinafter provided to provide funds for such purpose.

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

ARTICLE I

DEFINITIONS

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

“Arbitrage Instructions” means the arbitrage investment and rebate instructions contained in the City’s Federal Tax Certificate, as the same may be amended or supplemented in accordance with the provisions thereof.

“Bond Counsel” means Gilmore & Bell, P.C., Kansas City, Missouri, or other attorneys or firm of attorneys with a nationally recognized standing in the field of municipal bond financing selected by the City.

“Bond Payment Date” means any date on which principal of or interest on any Bond is payable.

“Bond Register” means the books for the registration, transfer and exchange of Bonds kept at the office of the Paying Agent.

“Bondowner” or **“Registered Owner”** means, when used with respect to any Bond, the Person in whose name such Bond is registered on the Bond Register.

“**Bond**” or “**Bonds**” means the Special Obligation Bonds, Series 2024, authorized and issued by the City pursuant to this Ordinance.

“**Business Day**” means a day, other than a Saturday, Sunday or holiday, on which the Paying Agent is scheduled in the normal course of its operations to be open to the public for conduct of its banking operations.

“**Cede & Co.**” means Cede & Co., as nominee name of The Depository Trust Company, New York, New York or any successor nominee of the Securities Depository with respect to the Bonds.

“**Certificate of Final Terms**” means the Certificate of Final Terms executed by the City and the Purchaser with respect to the Bonds, in substantially the form of **Exhibit C** attached hereto.

“**City**” means City of Raymore, Missouri, and any successors or assigns.

“**Closing Date**” means the date of issuance and delivery of the Bonds.

“**Code**” means the Internal Revenue Code of 1986, as amended, and the applicable regulations of the Treasury Department proposed or promulgated thereunder.

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

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

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

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

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

(1) the obligations are (i) not subject to redemption prior to maturity or (ii) the trustee for such obligations has been given irrevocable instructions concerning their calling and redemption and the issuer of such obligations has covenanted not to redeem such obligations other than as set forth in such instructions;

(2) the obligations are secured by cash or United States Government Obligations that may be applied only to principal of, premium, if any, and interest payments on such obligations;

(3) such cash and the principal of and interest on such United States Government Obligations (plus any cash in the escrow fund) are sufficient to meet the liabilities of the obligations;

(4) such cash and United States Government Obligations serving as security for the obligations are held in an escrow fund by an escrow agent or a trustee irrevocably in trust; and

(5) such cash and United States Government Obligations are not available to satisfy any other claims, including those against the trustee or escrow agent; or

(c) cash.

“**Federal Tax Certificate**” means the City’s Federal Tax Certificate relating to the Bonds, as the same may be amended or supplemented in accordance with the provisions thereof.

“**Fiscal Year**” means the fiscal year of the City, currently the twelve-month period beginning November 1 and ending October 31.

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

“**Maturity**” means, when used with respect to any Bond, the date on which the principal of such Bond becomes due and payable as therein and herein provided, whether at the Stated Maturity thereof or call for redemption or otherwise.

“**Notice of Sale**” means the Notice of Sale attached as **Exhibit E** related to the offering of the Bonds at public sale and requesting bids for the purchase of the Bonds.

“**Ordinance**” means this Ordinance adopted by the governing body of the City, authorizing the issuance of the Bonds, as amended from time to time.

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

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

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

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

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

“**Paying Agent**” means Security Bank of Kansas City, its successors and assigns.

“**Permitted Investments**” means any of the following securities if and to the extent the same are at the time legal for investment of the City’s funds:

(a) United States Government Obligations;

(b) bonds, notes or other obligations of the State of Missouri, or any political subdivision of the State of Missouri, that at the time of their purchase are rated in either of the two highest rating categories by a nationally recognized rating service;

(c) repurchase agreements with any bank, bank holding company, savings and loan association, trust company, or other financial institution organized under the laws of the United

States or any state, that are continuously and fully secured by any one or more of the securities described in clause (a), (b) or (d) and that have a market value at all times at least equal to the principal amount of such repurchase agreement and are held in a custodial or trust account for the benefit of the City;

(d) obligations of Government National Mortgage Association, the Federal Financing Bank, the Federal Intermediate Credit Corporation, Federal Banks for Cooperatives, Federal Land Banks, Federal Home Loan Banks and Farm Service Agency;

(e) certificates of deposit or time deposits, whether negotiable or nonnegotiable, issued by any bank or trust company organized under the laws of the United States or any state, provided that such certificates of deposit or time deposits shall be either (1) continuously and fully insured by the Federal Deposit Insurance Corporation, or (2) continuously and fully secured by such securities as are described above in clauses (a) through (d) above, inclusive, which shall have a market value at all times at least equal to the principal amount of such certificates of deposit or time deposits;

(f) money market mutual funds (1) that invest in United States Government Obligations, and (2) that are rated in either of the two highest categories by a nationally recognized rating service; and

(g) any other securities or investments that are lawful for the investment of moneys held in such funds or accounts under the laws of the State of Missouri.

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

“Project” means the projects described on **Exhibit B** to this Ordinance.

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

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

“Purchaser” means the original purchaser of the Bonds as determined in response to the public sale of the Bonds in compliance with the terms of the Notice of Sale and this Ordinance.

“Record Date” means, for the interest payable on any Interest Payment Date, the 15th day (whether or not a Business Day) of the calendar month next preceding such Interest Payment Date.

“Redemption Date” means, when used with respect to any Bond to be redeemed, the date fixed for the redemption of such Bond pursuant to the terms of this Ordinance.

“Redemption Price” means, when used with respect to any Bond to be redeemed, the price at which such Bond is to be redeemed pursuant to the terms of this Ordinance, including the applicable redemption premium, if any, but excluding installments of interest whose Stated Maturity is on or before the Redemption Date.

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

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

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

“**Stated Maturity**” means, when used with respect to any Bond or any installment of interest thereon, the date specified in such Bond and this Ordinance as the fixed date on which the principal of such Bond or such installment of interest is due and payable.

“**United States Government Obligations**” means bonds, notes, certificates of indebtedness, treasury bills or other securities constituting direct obligations of, or obligations the principal of and interest on which are fully and unconditionally guaranteed as to full and timely payment by, the United States of America, including evidences of a direct ownership interest in future interest or principal payments on obligations issued or guaranteed by the United States of America (including the interest component of obligations of the Resolution Funding Corporation), or securities that represent an undivided interest in such obligations, and such obligations are held in a custodial or trust account for the benefit of the City.

ARTICLE II

AUTHORIZATION OF THE BONDS

Section 201. Authorization of Bonds. There shall be issued and hereby are authorized and directed to be issued the Special Obligation Bonds, Series 2024, of the City in a principal amount not to exceed \$3,600,000 (the “Bonds”), for the purpose of (1) financing the costs of the Project, and (2) paying costs related to the issuance of the Bonds.

Section 202. Description of Bonds. The Bonds shall consist of fully registered bonds without coupons, numbered from R-1 upward in order of issuance, and shall be issued in denominations of \$5,000 or any integral multiple thereof. The Bonds shall be substantially in the form set forth in **Exhibit A** attached hereto, and shall be subject to registration, transfer and exchange as provided in **Section 205** hereof. All of the Bonds shall be dated their date of delivery, shall become due on June 1 in the years and in the amounts on the Stated Maturities, subject to redemption and payment prior to their Stated Maturities as provided in **Article III** herein, and shall bear interest at the respective rates per annum, as set forth in the Certificate of Final Terms; provided that (1) the principal amount of the Bonds shall not exceed \$3,600,000, (2) the Bonds shall have a final maturity not later than 2039, (3) the Bonds shall have a weighted average maturity of not less than 7 years and not more than 12 years, (4) the Bonds shall bear interest at various interest rates not to exceed a true interest cost of 5.00% per annum, and (5) the Bonds shall be subject to optional redemption prior to maturity no later than 2034. The final terms of the Bonds shall be specified in the Certificate of Final Terms upon the execution thereof, and the signatures of the officers of the City executing the Certificate of Final Terms shall constitute conclusive evidence of their approval and the City’s approval thereof.

The Bonds shall bear interest at the above-specified rates (computed on the basis of a 360-day year of twelve 30-day months) from the date thereof or from the most recent Interest Payment Date to which interest has been paid or duly provided for, payable semiannually on June 1 and December 1 in each year, beginning on December 1, 2024.

Section 203. Designation of Paying Agent. Security Bank of Kansas City is hereby designated as the paying agent for the payment of principal of and interest on the Bonds and bond registrar with respect to the registration, transfer and exchange of Bonds (the “Paying Agent”).

The City will at all times maintain a Paying Agent meeting the qualifications herein described for the performance of the duties hereunder. The City reserves the right to appoint a successor Paying Agent by (1) filing with the Paying Agent then performing such function a certified copy of the proceedings giving notice of the termination of such Paying Agent and appointing a successor, and (2) causing notice of the appointment of the successor Paying Agent to be given by first class mail to each Bondowner. The Paying Agent may resign upon giving written notice by first class mail to the City and the Registered Owners not less than 60 days prior to the date such resignation is to take effect. No resignation or removal of the Paying Agent shall become effective until a successor acceptable to the City has been appointed and has accepted the duties of Paying Agent.

Every Paying Agent appointed hereunder shall at all times be a commercial banking association or corporation or trust company authorized to do business in the State of Missouri organized and doing business under the laws of the United States of America or of the State of Missouri, authorized under such laws to exercise trust powers and subject to supervision or examination by federal or state regulatory authority.

Section 204. Method and Place of Payment of Bonds. The principal or Redemption Price of each Bond shall be paid at Maturity by check or draft to the Person in whose name such Bond is registered on the Bond Register at the Maturity thereof, upon presentation and surrender of such Bond at the payment office of the Paying Agent.

The interest payable on each Bond on any Interest Payment Date shall be paid to the Registered Owner of such Bond as shown on the Bond Register at the close of business on the Record Date for such interest (a) by check or draft mailed by the Paying Agent to the address of such Registered Owner shown on the Bond Register or (b) in the case of an interest payment to any Registered Owner of \$500,000 or more in aggregate principal amount of Bonds, by electronic transfer to such Registered Owner upon written notice given to the Paying Agent signed by such Registered Owner, not less than 5 days prior to the Record Date for such interest, containing the electronic transfer instructions including the bank (which shall be in the continental United States), ABA routing number and account name and account number to which such Registered Owner wishes to have such transfer directed and an acknowledgment that an electronic transfer fee is payable.

Notwithstanding the foregoing provisions of this Section, any Defaulted Interest with respect to any Bond shall cease to be payable to the Registered Owner of such Bond on the relevant Record Date and shall be payable to the Registered Owner in whose name such Bond is registered at the close of business on the Special Record Date for the payment of such Defaulted Interest, which Special Record Date shall be fixed as hereinafter specified in this paragraph. The City shall notify the Paying Agent in writing of the amount of Defaulted Interest proposed to be paid on each Bond and the date of the proposed payment (which date shall be at least 30 days after receipt of such notice by the Paying Agent) and shall deposit with the Paying Agent at the time of such notice an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Paying Agent for such deposit prior to the date of the proposed payment. Following receipt of such funds the Paying Agent shall fix a Special Record Date for the payment of such Defaulted Interest that shall be not more than 15 nor less than 10 days prior to the date of the proposed payment. The Paying Agent shall promptly notify the City of such Special Record Date and, in the name and at the expense of the City, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefore to be mailed, by first class mail, postage prepaid, to each Registered Owner of a Bond entitled to such notice at the address of such Registered Owner as it appears on the Bond Register not less than 10 days prior to such Special Record Date.

Section 205. Registration, Transfer and Exchange of Bonds. The City covenants that, as long as any of the Bonds remain Outstanding, it will cause the Bond Register to be kept at the office of the Paying Agent as herein provided. Each Bond when issued shall be registered in the name of the owner thereof on the Bond Register.

Bonds may be transferred and exchanged only on the Bond Register as provided in this Section. Upon surrender of any Bond at the payment office of the Paying Agent, the Paying Agent shall transfer or exchange such Bond for a new Bond or Bonds in any authorized denomination of the same series and Stated Maturity and in the same aggregate principal amount as the Bond that was presented for transfer or exchange. Bonds presented for transfer or exchange shall be accompanied by a written instrument or instruments of transfer or authorization for exchange, in a form and with guarantee of signature satisfactory to the Paying Agent, duly executed by the Registered Owner thereof or by the Registered Owner's duly authorized agent.

In all cases in which the privilege of transferring or exchanging Bonds is exercised, the Paying Agent shall authenticate and deliver Bonds in accordance with the provisions of this Ordinance. The City shall pay the fees and expenses of the Paying Agent for the registration, transfer and exchange of Bonds provided for by this Ordinance and the cost of printing a reasonable supply of registered bond blanks. Any additional costs or fees that might be incurred in the secondary market, other than fees of the Paying Agent, are the responsibility of the Registered Owners of the Bonds. In the event any Registered Owner fails to provide a correct taxpayer identification number to the Paying Agent, the Paying Agent may make a charge against such Registered Owner sufficient to pay any governmental charge required to be paid as a result of such failure. In compliance with Section 3406 of the Code, such amount may be deducted by the Paying Agent from amounts otherwise payable to such Registered Owner hereunder or under the Bonds.

The City and the Paying Agent shall not be required (a) to register the transfer or exchange of any Bond that has been called for redemption after notice of such redemption has been mailed by the Paying Agent pursuant to **Section 303** hereof and during the period of 15 days next preceding the date of mailing of such notice of redemption, or (b) to register the transfer or exchange of any Bond during a period beginning at the opening of business on the day after receiving written notice from the City of its intent to pay Defaulted Interest and ending at the close of business on the date fixed for the payment of Defaulted Interest pursuant to **Section 204** hereof.

Section 206. Execution, Registration, Authentication and Delivery of Bonds. Each of the Bonds, including any Bonds issued in exchange or as substitutions for the Bonds initially delivered, shall be signed by the manual or facsimile signature of the Mayor and attested by the manual or facsimile signature of the City Clerk and shall have the official seal of the City affixed or imprinted thereon. In case any officer whose signature appears on any Bond ceases to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes, as if such person had remained in office until delivery. Any Bond may be signed by such persons who at the actual time of the execution of such Bond are the proper officers to sign such Bond although at the date of such Bond such persons may not have been such officers.

The Mayor and City Clerk are hereby authorized and directed to prepare and execute the Bonds in the manner herein specified, and, when duly executed and registered, to deliver the Bonds to the Paying Agent for authentication.

The Bonds shall have endorsed thereon a certificate of authentication substantially in the form set forth in **Exhibit A** attached hereto, which shall be manually executed by an authorized officer or employee of the Paying Agent, but it shall not be necessary that the same officer or employee sign the certificate of authentication on all of the Bonds that may be issued hereunder at any one time. No Bond

shall be entitled to any security or benefit under this Ordinance or be valid or obligatory for any purpose unless and until such certificate of authentication has been duly executed by the Paying Agent. Such executed certificate of authentication upon any Bond shall be conclusive evidence that such Bond has been duly authenticated and delivered under this Ordinance. Upon authentication, the Paying Agent shall deliver the Bonds to the Purchaser upon payment of the Purchase Price of the Bonds plus accrued interest thereon to the date of their delivery.

Section 207. Mutilated, Destroyed, Lost and Stolen Bonds. If (a) any mutilated Bond is surrendered to the Paying Agent or the Paying Agent receives evidence to its satisfaction of the destruction, loss or theft of any Bond, and (b) there is delivered to the Paying Agent such security or indemnity as may be required by the Paying Agent, then, in the absence of notice to the Paying Agent that such Bond has been acquired by a bona fide purchaser, the City shall execute and the Paying Agent shall authenticate and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Bond, a new Bond of the same series and Stated Maturity and of like tenor and principal amount.

If any such mutilated, destroyed, lost or stolen Bond has become or is about to become due and payable, the Paying Agent, in its discretion, may pay such Bond instead of issuing a new Bond.

Upon the issuance of any new Bond under this Section, the City may require the payment by the Registered Owner of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of the Paying Agent) connected therewith.

Every new Bond issued pursuant to this Section shall constitute a replacement of the prior obligation of the City, and shall be entitled to all the benefits of this Ordinance equally and ratably with all other Outstanding Bonds.

Section 208. Cancellation and Destruction of Bonds Upon Payment. All Bonds that have been paid or redeemed or that otherwise have been surrendered to the Paying Agent, either at or before Maturity, shall be canceled by the Paying Agent immediately upon the payment, redemption and surrender thereof to the Paying Agent and subsequently destroyed in accordance with the customary practices of the Paying Agent. The Paying Agent shall execute a certificate describing the Bonds so canceled and shall file an executed counterpart of such certificate with the City.

Section 209. Preliminary and Final Official Statement. The Preliminary Official Statement, in the form attached as **Exhibit D** to this Ordinance, is hereby ratified and approved, and the final Official Statement is hereby authorized and approved by supplementing, amending and completing the Preliminary Official Statement, with such changes and additions thereto as are necessary to conform to and describe the transaction. The Mayor is hereby authorized to execute the final Official Statement as so supplemented, amended and completed, and the use and public distribution of the final Official Statement by the Purchaser in connection with the reoffering of the Bonds is hereby authorized. The proper officials of the City are hereby authorized to execute and deliver a certificate pertaining to such Official Statement as prescribed therein, dated as of the date of payment for and delivery of the Bonds.

For the purpose of enabling the Purchaser to comply with the requirements of Rule 15c2-12(b)(1) of the Securities and Exchange Commission, the City hereby deems the information regarding the City contained in the Preliminary Official Statement to be “final” as of its date, except for the omission of such information as is permitted by Rule 15c2-12(b)(1), and the appropriate officers of the City are hereby authorized, if requested, to provide the Purchaser a letter or certification to such effect and to take such other actions or execute such other documents as such officers in their reasonable judgment deem necessary to enable the Purchaser to comply with the requirements of such Rule.

The City agrees to provide to the Purchaser within seven business days of the date of the sale of Bonds sufficient copies of the final Official Statement to enable the Purchaser to comply with the requirements of Rule 15c2-12(b)(4) of the Securities and Exchange Commission and with the requirements of Rule G-32 of the Municipal Securities Rulemaking Board.

Section 210. Book-Entry Bonds; Securities Depository.

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

(b) (1) If the City determines (A) that the Securities Depository is unable to properly discharge its responsibilities, or (B) that the Securities Depository is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, or (C) that the continuation of a book-entry system to the exclusion of any Bonds being issued to any Bondowner other than Cede & Co. is no longer in the best interests of the beneficial owners of the Bonds, or (2) if the Paying Agent receives written notice from Participants having interests in not less than 50% of the Bonds Outstanding, as shown on the records of the Securities Depository (and certified to such effect by the Securities Depository), that the continuation of a book-entry system to the exclusion of any Bonds being issued to any Bondowner other than Cede & Co. is no longer in the best interests of the beneficial owners of the Bonds, then the Paying Agent, in accordance with the operational arrangements of the Securities Depository, shall notify the Bondowners of such determination or such notice and of the availability of certificates to Owners requesting the same, and the Paying Agent shall register in the name of and authenticate and deliver Replacement Bonds to the beneficial owners or their nominees in principal amounts representing the interest of each, making such adjustments as it may find necessary or appropriate as to accrued interest and previous calls for redemption; provided, that in the case of a determination under (1)(A) or (1)(B) of this subsection (b), the City, with the consent of the Paying Agent, may select a successor securities depository in accordance with **Section 210(c)** hereof to effect book-entry transfers. In such event, all references to the Securities Depository herein shall relate to the period of time when the Securities Depository or its nominee is the registered owner of at least one Bond. Upon the issuance of Replacement Bonds, all references herein to obligations imposed upon or to be performed by the Securities Depository shall be deemed to be imposed upon and performed by the Paying Agent, to the extent applicable with respect to such Replacement Bonds. If the Securities Depository resigns and the City, the Paying Agent or Bondowners are unable to locate a qualified successor of the Securities Depository in accordance with **Section 210(c)** hereof, then the Paying Agent shall authenticate and cause delivery of Replacement Bonds to Bondowners, as provided herein. The Paying Agent may rely on information from the Securities Depository and its Participants as to the names of, addresses for and principal amounts held by the beneficial owners of the Bonds. The cost of mailing notices, printing, registration, authentication, and delivery of Replacement Bonds shall be paid for by the City.

(c) In the event the Securities Depository resigns, is unable to properly discharge its responsibilities, or is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, the City may appoint a successor Securities Depository provided the Paying Agent receives written evidence satisfactory to the Paying Agent with respect to the ability of the successor Securities Depository to discharge its responsibilities. Any such successor Securities Depository shall be a securities depository that is a registered clearing agency under the Securities and Exchange Act of 1934, as amended, or other applicable statute or regulation that operates a securities depository upon reasonable and customary terms. The Paying Agent upon its receipt

of a Bond or Bonds for cancellation shall cause the delivery of Bonds to the successor Securities Depository in appropriate denominations and form as provided herein.

Section 211. Notice of Sale and the Sale of the Bonds. The Notice of Sale, in substantially the form on file in the records of the City and attached to the Ordinance as **Exhibit E** is hereby ratified and approved. The Mayor and the City Clerk are hereby authorized to execute the Notice of Sale and the use and public distribution of the Notice of Sale in connection with the offering for public sale of the Bonds is hereby authorized. The Bonds shall be sold at public sale to the Purchaser whose bid is in compliance with **Section 202** hereof and the Notice of Sale circulated for the sale of the Bonds, is not otherwise rejected by the City in accordance with the provisions of the Notice of Sale, and will result in the lowest “true interest cost” as provided in the Notice of Sale. The Bonds shall be sold to the Purchaser at the Purchase Price set forth in the winning bid, as such Purchase Price may be adjusted in connection with issue sizing adjustments made in accordance with the terms of the Notice of Sale. The Mayor is authorized to accept the Purchaser’s winning bid and to execute a Certificate of Final Terms for and on behalf of and as the act and deed of the City, such officer’s signature thereon being conclusive evidence of such official’s and the City’s approval thereof. Delivery of the Bonds shall be made to the Purchaser as soon as practicable after the adoption of this Ordinance and the acceptance of the Purchaser’s bid, upon payment therefore in accordance with the terms of sale.

ARTICLE III

REDEMPTION OF BONDS

Section 301. Redemption of the Bonds.

(a) *Optional Redemption by City.* At the option of the City, Bonds or portions thereof may be called for redemption and payment prior to their Stated Maturity in whole or in part at any time upon the terms provided in a bid by the Purchaser in response to the Notice of Sale and set forth in the Certificate of Final Terms.

(b) The Bonds shall be subject to mandatory sinking fund redemption upon the terms, if any, provided in a bid by the Purchaser in response to the Notice of Sale and set forth in the Certificate of Final Terms.

Section 302. Selection of Bonds to Be Redeemed.

(a) The Paying Agent shall call Bonds for redemption and payment and shall give notice of such redemption as herein provided upon receipt by the Paying Agent at least 35 days prior to the Redemption Date of written instructions of the City specifying the principal amount, Stated Maturities, Redemption Date and Redemption Prices of the Bonds to be called for redemption. If the Bonds are refunded more than 90 days in advance of such Redemption Date, any escrow agreement entered into by the City in connection with such refunding shall provide that such written instructions to the Paying Agent shall be given by or on behalf of the City not more than 90 days prior to the Redemption Date. The Paying Agent may in its discretion waive such notice period so long as the notice requirements set forth in **Section 303** hereof are met. The foregoing provisions of this paragraph shall not apply to the mandatory redemption of Bonds hereunder, and Bonds shall be called by the Paying Agent for redemption pursuant to such mandatory redemption requirements without the necessity of any action by the City and whether or not the Paying Agent shall hold moneys available and sufficient to effect the required redemption.

(b) Bonds shall be redeemed only in the principal amount of \$5,000 or any integral multiple thereof and in a manner so that the Bonds remain outstanding in authorized denominations. When less than all of the Outstanding Bonds are to be redeemed, such Bonds shall be selected by the Paying Agent

in \$5,000 units of principal amount by lot or in such other equitable manner as the Paying Agent may determine and in a manner so that the Bonds remain outstanding in authorized denominations.

(c) In the case of a partial redemption of Bonds when Bonds of denominations greater than \$5,000 are then Outstanding, then for all purposes in connection with such redemption each \$5,000 of face value shall be treated as though it were a separate Bond of the denomination of \$5,000. If it is determined that one or more, but not all, of the \$5,000 units of face value represented by any Bond are selected for redemption, then upon notice of intention to redeem such \$5,000 unit or units, the Registered Owner of such Bond or the Registered Owner's duly authorized agent shall present and surrender such Bond to the Paying Agent (1) for payment of the Redemption Price and interest to the Redemption Date of such \$5,000 unit or units of face value called for redemption, and (2) for exchange, without charge to the Registered Owner thereof, for a new Bond or Bonds of the aggregate principal amount of the unredeemed portion of the principal amount of such Bond; provided, however, that the Bonds shall remain Outstanding in authorized denominations. If the Registered Owner of any such Bond fails to present such Bond to the Paying Agent for payment and exchange as aforesaid, such Bond shall, nevertheless, become due and payable on the redemption date to the extent of the \$5,000 unit or units of face value called for redemption (and to that extent only). Notwithstanding anything contained herein to the contrary, this Section 302(c) shall not apply to a mandatory redemption of the Bonds, and the Bonds shall only need to be presented for payment upon final Maturity or redemption in full.

Section 303. Notice and Effect of Call for Redemption. Unless waived by any Registered Owner of Bonds to be redeemed, official notice of any redemption shall be given by the Paying Agent on behalf of the City by mailing a copy of an official redemption notice by first class mail at least 20 days prior to the Redemption Date to each Registered Owner of the Bond or Bonds to be redeemed at the address shown on the Bond Register.

All official notices of redemption shall be dated and shall contain (i) the date of issue of the Bonds as originally issued; (ii) the rate of interest borne by each Bond being redeemed; (iii) the maturity date of each Bond being redeemed; and the following information:

- (a) the Redemption Date;
- (b) the Redemption Price;
- (c) if less than all Outstanding Bonds are to be redeemed, the identification of the Bonds to be redeemed (such identification to include interest rates, maturities, CUSIP numbers and such additional information as the Paying Agent may reasonably determine);
- (d) a statement that on the Redemption Date the Redemption Price will become due and payable upon each such Bond or portion thereof called for redemption and that interest thereon shall cease to accrue from and after the Redemption Date; and
- (e) the place where such Bonds are to be surrendered for payment of the Redemption Price, which shall be the payment office of the Paying Agent.

The failure of any Registered Owner to receive notice given as heretofore provided or a defect therein shall not invalidate any redemption.

With respect to optional redemptions, such notice may be conditioned upon moneys being on deposit with the Paying Agent on or prior to the redemption date in an amount sufficient to pay the Redemption Price on the Redemption Date. If such notice is conditional and either the Paying Agent receives written notice from the City that moneys sufficient to pay the Redemption Price will not be on

deposit on the Redemption Date, or such moneys are not received on the Redemption Date, then such notice shall be of no force and effect, the Paying Agent shall not redeem such Bonds and the Paying Agent shall give notice, in the same manner in which the notice of redemption was given, that such moneys were not or will not be so received and that such Bonds will not be redeemed.

On or prior to any Redemption Date, the City shall deposit with the Paying Agent an amount of money sufficient to pay the Redemption Price of all the Bonds or portions of Bonds that are to be redeemed on that date.

Official notice of redemption having been given as aforesaid, the Bonds or portions of Bonds to be redeemed shall become due and payable on the Redemption Date, at the Redemption Price therein specified, and from and after the Redemption Date (unless the City defaults in the payment of the Redemption Price) such Bonds or portion of Bonds shall cease to bear interest. Upon surrender of such Bonds for redemption in accordance with such notice, the Redemption Price of such Bonds shall be paid by the Paying Agent. Installments of interest due on or prior to the Redemption Date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Bond, there shall be prepared for the Registered Owner a new Bond or Bonds of the same series and Stated Maturity in the amount of the unpaid principal as provided herein. All Bonds that have been surrendered for redemption shall be canceled and destroyed by the Paying Agent as provided herein and shall not be reissued.

The Paying Agent is also directed to comply with any mandatory standards then in effect for processing redemptions of municipal securities established by the Securities and Exchange Commission. Failure to comply with such standards shall not affect or invalidate the redemption of any Bond.

For so long as the Securities Depository is effecting book-entry transfers of the Bonds, the Paying Agent shall provide the notices specified in this Section to the Securities Depository. It is expected that the Securities Depository shall, in turn, notify its Participants and that the Participants, in turn, will notify or cause to be notified the beneficial owners. Any failure on the part of the Securities Depository or a Participant, or failure on the part of a nominee of a beneficial owner of a Bond (having been mailed notice from the Paying Agent, the Securities Depository, a Participant or otherwise) to notify the beneficial owner of the Bond so affected, shall not affect the validity of the redemption of such Bond.

ARTICLE IV

SECURITY FOR AND PAYMENT OF BONDS

Section 401. Security for the Bonds. The Bonds shall be special obligations of the City payable as to both principal and interest solely from annual appropriations of funds by the City for such purpose to be deposited in the Debt Service Fund. The obligation of the City to make payments into the Debt Service Fund and for any other obligations of the City under this Ordinance do not constitute a general obligation or indebtedness of the City for which the City is obligated to levy or pledge any form of taxation, or for which the City has levied or pledged any form of taxation and shall not be construed to be a debt of the City in contravention of any applicable constitutional, statutory or charter limitation or restriction but in each Fiscal Year shall be payable solely from the amounts pledged or appropriated therefor (i) out of the income and revenues provided for such year, plus (ii) any unencumbered balances for previous years. Subject to the preceding sentence, the obligations of the City to make payments hereunder and to perform and observe any other covenant and agreement contained herein shall be absolute and unconditional.

The Bonds do not constitute a debt of the City, the State of Missouri or any political subdivision thereof, and do not constitute an indebtedness, within the meaning of any constitutional, statutory or charter debt limitation or restriction.

No recourse shall be had for the payment of the principal of or interest on any of the Bonds or for any claim based thereon or upon any obligation, covenant or agreement in this Ordinance contained, against any past, present or future elected official of the City or any trustee, officer, official, employee or agent of the City, as such, either directly or through the City or any successor to the City, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise.

The covenants and agreements of the City contained herein and in the Bonds shall be for the equal benefit, protection and security of the legal owners of any or all of the Bonds, all of which Bonds shall be of equal rank and without preference or priority of one Bond over any other Bond in the application of the funds to the payment of the principal of and the interest on the Bonds, or otherwise, except as to the rate of interest and Stated Maturity as provided in this Ordinance.

Section 402. Covenant to Request Appropriations. The City Council hereby directs that from and after delivery of the Bonds and so long as any of the Bonds remain Outstanding, subject to **Section 401** hereof, the Mayor, the City Manager or any other officer of the City at any time charged with the responsibility of formulating budget proposals to include in each annual budget an appropriation of the amount necessary (after taking into account any moneys legally available for such purpose) to pay debt service on the Bonds and to make other payments required pursuant to this Ordinance. The City is not required or obligated to make any such annual appropriation, and the decision whether or not to appropriate such funds will be solely within the discretion of the then current City Council.

ARTICLE V

ESTABLISHMENT OF FUNDS; DEPOSIT AND APPLICATION OF MONEYS

Section 501. Establishment of Funds. There have been or shall be established with the Paying Agent and shall be held and administered by the Paying Agent the following funds for the Bonds:

- (a) Project Fund.
- (b) Debt Service Fund.

Each fund shall be maintained as a separate and distinct fund and the moneys therein shall be held, managed, invested, disbursed and administered as provided in this Ordinance. All moneys deposited in the funds shall be used solely for the purposes set forth in this Ordinance. The Paying Agent shall keep and maintain adequate records pertaining to each fund and all disbursements therefrom.

Section 502. Deposit of Bond Proceeds. The net proceeds received from the sale of the Bonds shall be deposited simultaneously with the delivery of the Bonds in the Project Fund and shall be applied in accordance with **Section 503** hereof.

Section 503. Application of Moneys in the Project Fund. Moneys in the Project Fund shall be used by the City solely for the purpose of (a) paying the costs associated with the Project in accordance with any plans and specifications therefore prepared by the City and on file in the office of the City Clerk, including any alterations in or amendments to said plans and specifications deemed advisable and approved by the City Council and (b) paying the costs and expenses of issuing the Bonds. Moneys in the Project Fund shall be disbursed from time to time to pay, or reimburse the City for payment of, the costs

of the Project. Any moneys remaining in the Project Fund when the Project is completed and purchased shall be transferred to the Debt Service Fund.

Section 504. Application of Moneys in Debt Service Fund. All amounts paid and credited to the Debt Service Fund shall be expended and used by the City for the purpose of paying the Bonds as and when the same become due and the usual and customary fees and expenses of the Paying Agent. The Paying Agent shall notify the City on or before the 10th day prior to each Payment Date of the amounts necessary to pay the principal of and interest on the Bonds when due. All amounts paid and credited to the Debt Service Fund shall be expended and used by the City for the sole purpose of paying the Bonds and the fees and expenses of the Paying Agent as and when the same become due. All moneys deposited with the Paying Agent shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Ordinance and shall be held in trust by the Paying Agent for the benefit of the Registered Owners of the Bonds entitled to payment from such moneys.

Any moneys or investments remaining in the Debt Service Fund after the retirement of the Bonds shall be transferred and paid into the appropriate fund(s) of the City as permitted by law.

Section 505. Deposits and Investment of Moneys. Moneys in each of the funds created by and referred to in this Ordinance shall be deposited in a bank or banks or other legally permitted financial institutions located in the State of Missouri that are members of the Federal Deposit Insurance Corporation. All such deposits shall be continuously and adequately secured by the financial institutions holding such deposits as provided by the laws of the State of Missouri. All moneys held in the funds created by this Ordinance shall be accounted for separate and apart from all other funds of the City.

Moneys held in any fund referred to in this Ordinance may be invested in accordance with the investment policy of the City, as such policy may be amended from time to time, in accordance with this Ordinance and the Arbitrage Instructions, in Permitted Investments; provided, however, that no such investment shall be made for a period extending longer than to the date when the moneys invested may be needed for the purpose for which such fund was created. All earnings on any investments held in any fund shall accrue to and become a part of such fund.

Section 506. Nonpresentment of Bonds. If any Bond is not presented for payment when the principal thereof becomes due at Maturity, if funds sufficient to pay such Bond have been made available to the Paying Agent all liability of the City to the Registered Owner thereof for the payment of such Bond shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the Registered Owner of such Bond, who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Ordinance or on, or with respect to, said Bond. If any Bond is not presented for payment within one year following the date when such Bond becomes due at Maturity, the Paying Agent shall repay without liability for interest thereon, to the City the funds theretofore held by it for payment of such Bond, and such Bond shall, subject to the defense of any applicable statute of limitation, thereafter be an unsecured obligation of the City, and the Registered Owner thereof shall be entitled to look only to the City for payment, and then only to the extent of the amount so repaid to it by the Paying Agent, and the City shall not be liable for any interest thereon and shall not be regarded as a trustee of such money.

Section 507. Payments Due on Saturdays, Sundays and Holidays. In any case where a Bond Payment Date is not a Business Day, then payment of principal, Redemption Price or interest need not be made on such Bond Payment Date but may be made on the next succeeding Business Day with the same force and effect as if made on such Bond Payment Date, and no interest shall accrue for the period after such Bond Payment Date.

ARTICLE VI

DEFAULT AND REMEDIES

Section 601. Default and Remedies. The City covenants and agrees that if it defaults in the payment of the principal of or interest on any of the Bonds as the same become due on any Bond Payment Date, or if the City or its governing body or any of the officers, agents or employees thereof fail or refuse to comply with any of the provisions of this Ordinance or of the constitution or statutes of the State of Missouri, and such default continues for a period of 30 days after written notice specifying such default has been given to the City by any Registered Owner of any Bond then Outstanding, or if the City declares bankruptcy, then, at any time thereafter and while such default continues, the Registered Owners of a majority in principal amount of the Bonds then Outstanding may, by written notice to the City filed in the office of the City Clerk or delivered in person to said City Clerk, exercise any of the remedies specified below.

The provisions of this Ordinance, including the covenants and agreements herein contained, shall constitute a contract among the City and the Registered Owners of the Bonds, and the Registered Owner or Owners of not less than a majority in principal amount of the Bonds at the time Outstanding shall have the right for the equal benefit and protection of all Registered Owners of Bonds similarly situated:

- (a) by mandamus or other suit, action or proceedings at law or in equity to enforce the rights of such Registered Owner or Owners against the City and its officers, agents and employees, and to require and compel duties and obligations required by the provisions of this Ordinance or by the constitution and laws of the State of Missouri;
- (b) by suit, action or other proceedings in equity or at law to require the City, its officers, agents and employees to account as if they were the trustees of an express trust; and
- (c) by suit, action or other proceedings in equity or at law to enjoin any acts or things that may be unlawful or in violation of the rights of the Registered Owners of the Bonds.

Section 602. Limitation on Rights of Bondowners. The covenants and agreements of the City contained herein and in the Bonds shall be for the equal benefit, protection and security of the legal owners of any or all of the Bonds. All of the Bonds shall be of equal rank and without preference or priority of one Bond over any other Bond in the application of the funds herein pledged to the payment of the principal of and the interest on the Bonds, or otherwise, except as to rate of interest, or date of Maturity or right of prior redemption as provided in this Ordinance. No one or more Bondowners secured hereby shall have any right in any manner whatever by their action to affect, disturb or prejudice the security granted and provided for herein, or to enforce any right hereunder, except in the manner herein provided, and all proceedings at law or in equity shall be instituted, had and maintained for the equal benefit of all Registered Owners of such Outstanding Bonds.

Section 603. Remedies Cumulative. No remedy conferred herein upon the Bondowners is intended to be exclusive of any other remedy, but each such remedy shall be cumulative and in addition to every other remedy and may be exercised without exhausting and without regard to any other remedy conferred herein. No waiver of any default or breach of duty or contract by the Registered Owner of any Bond shall extend to or affect any subsequent default or breach of duty or contract or shall impair any rights or remedies consequent thereon. No delay or omission of any Bondowner to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein. Every substantive right and every remedy conferred upon the Registered Owners of the Bonds by this Ordinance may be enforced and exercised from time to time and as often as may be deemed expedient. If any suit, action or proceedings taken by any Bondowner on

account of any default or to enforce any right or exercise any remedy has been discontinued or abandoned for any reason, or has been determined adversely to such Bondowner, then, and in every such case, the City and the Registered Owners of the Bonds shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of the Bondowners shall continue as if no such suit, action or other proceedings had been brought or taken.

Section 604. No Acceleration. Notwithstanding anything herein to the contrary, the Bonds are not subject to acceleration upon the occurrence of an event of default hereunder.

ARTICLE VII

DEFEASANCE

Section 701. Defeasance. When any or all of the Bonds or scheduled interest payments thereon have been paid and discharged, then the requirements contained in this Ordinance and all other rights granted hereby shall terminate with respect to the Bonds or scheduled interest payments thereon so paid and discharged. Bonds or scheduled interest payments thereon shall be deemed to have been paid and discharged within the meaning of this Ordinance if there has been deposited with the Paying Agent, or other commercial bank or trust company having full trust powers, at or prior to the Stated Maturity or Redemption Date of said Bonds or the interest payments thereon, in trust for and irrevocably appropriated thereto, moneys and Defeasance Obligations that, together with the interest to be earned on any such Defeasance Obligations, will be sufficient for the payment of the principal of said Bonds and interest accrued to the Stated Maturity or Redemption Date, or if default in such payment has occurred on such date, then to the date of the tender of such payments; provided, however, that if any such Bonds are to be redeemed prior to their Stated Maturity, (1) the City has elected to redeem such Bonds, and (2) either notice of such redemption shall have been given, or the City shall have given irrevocable instructions, or shall have provided for an escrow agent to give irrevocable instructions, to the Paying Agent to give such notice of redemption in compliance with **Section 303** hereof. Any money and Defeasance Obligations that at any time shall be deposited with the Paying Agent or other commercial bank or trust company by or on behalf of the City, for the purpose of paying and discharging any of the Bonds, shall be and are hereby assigned, transferred and set over to the Paying Agent or other bank or trust company in trust for the respective Registered Owners of the Bonds, and such moneys shall be and are hereby irrevocably appropriated to the payment and discharge thereof. All money and Defeasance Obligations deposited with the Paying Agent or other bank or trust company shall be deemed to be deposited in accordance with and subject to all of the provisions of this Ordinance.

In the event of an advance refunding, the City shall cause to be delivered a verification report of an independent recognized public accountant verifying the sufficiency of the amounts on deposit with the Paying Agent or other escrow agent to provide for payment in full of the Bonds as provided herein.

ARTICLE VIII

MISCELLANEOUS PROVISIONS

Section 801. Tax Covenants.

(a) The City covenants and agrees that (1) it will comply with all applicable provisions of the Code, including Sections 103 and 141 through 150, necessary to maintain the exclusion from federal gross income of the interest on the Bonds, and (2) it will not use or permit the use of any proceeds of Bonds or any other funds of the City, nor take or permit any other action, or fail to take any action, that would adversely affect the exclusion from federal gross income of the interest on the Bonds. The City will also adopt such other ordinances and take such other actions as may be necessary to comply with the

Code and with other applicable future laws, regulations, published rulings and judicial decisions, to the extent any such actions can be taken by the City, in order to ensure that the interest on the Bonds will remain excluded from federal gross income. The City covenants and agrees that it will not take any action or permit any action to be taken or omit to take any action or permit the omission of any action reasonably within its control that will cause the Bonds to be “arbitrage bonds” within the meaning of Section 148 of the Code, or that will cause the Bonds to be subject to treatment under Section 141 of the Code as “private activity bonds.”

(b) The City covenants and agrees that (1) it will use the proceeds of the Bonds as soon as practicable and with all reasonable dispatch for the purposes for which the Bonds are issued, and (2) it will not invest or directly or indirectly use or permit the use of any proceeds of the Bonds or any other funds of the City in any manner, or take or omit to take any action, that would cause the Bonds to be “arbitrage bonds” within the meaning of Section 148(a) of the Code. The City covenants and agrees that it will pay or provide for the payment from time to time of all rebatable arbitrage to the United States pursuant to Section 148(f) of the Code and the Arbitrage Instructions. This covenant shall survive payment in full or defeasance of the Bonds. The Arbitrage Instructions may be amended or replaced if, in the opinion of Bond Counsel nationally recognized on the subject of municipal bonds, such amendment or replacement will not adversely affect the federal income tax status of the Bonds.

(c) The covenants contained in this Section and in the Federal Tax Certificate shall remain in full force and effect notwithstanding the defeasance of the Bonds pursuant to **Article VII** hereof or any other provision of this Ordinance until the final maturity date of all Bonds Outstanding.

Section 802. Annual Audit. Annually, promptly after the end of the Fiscal Year, the City will cause an audit to be made of its funds and accounts for the preceding Fiscal Year by an independent public accountant or firm of independent public accountants.

Within 30 days after the completion of each such audit, a copy thereof shall be filed in the office of the City Clerk. Such audits shall at all times during the usual business hours be open to the examination and inspection by any Registered Owner of any of the Bonds, or by anyone acting for or on behalf of such Registered Owner. A duplicate copy of the audit shall be submitted electronically to the Municipal Securities Rulemaking Board through the Electronic Municipal Market Access (EMMA) system in accordance with the Continuing Disclosure Certificate executed by the City in connection with the issuance of the Bonds.

As soon as possible after the completion of the annual audit, the City Council shall review such audit, and if the audit discloses that proper provision has not been made for all of the requirements of this Ordinance, the City shall, subject to **Section 401** hereof, promptly cure such deficiency.

Section 803. Amendments. The rights and duties of the City and the Bondowners, and the terms and provisions of the Bonds or of this Ordinance, may be amended or modified at any time in any respect by ordinance of the City with the written consent of the Registered Owners of not less than a majority in principal amount of the Bonds then Outstanding, such consent to be evidenced by an instrument or instruments executed by such Registered Owners and duly acknowledged or proved in the manner of a deed to be recorded, and such instrument or instruments shall be filed with the City Clerk, but no such modification or alteration shall:

- (a) extend the maturity of any payment of principal or interest due upon any Bond;
- (b) effect a reduction in the amount that the City is required to pay as principal or interest on any Bond;

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

Any provision of the Bonds or of this Ordinance may, however, be amended or modified by ordinance duly adopted by the City Council at any time in any legal respect with the written consent of the Registered Owners of all of the Bonds at the time Outstanding.

Without notice to or the consent of any Bondowners, the City may amend or supplement this Ordinance for the purpose of curing any formal defect, omission, inconsistency or ambiguity therein, or in connection with any other change therein that is not materially adverse to the security of the Bondowners.

Every amendment or modification of the provisions of the Bonds or of this Ordinance to which the written consent of the Bondowners is given, as above provided, shall be expressed in an ordinance adopted by the City Council amending or supplementing the provisions of this Ordinance and shall be deemed to be a part of this Ordinance. A certified copy of every such amendatory or supplemental Ordinance, if any, and a certified copy of this Ordinance shall always be kept on file in the office of the City Clerk, shall be made available for inspection by the Registered Owner of any Bond or a prospective purchaser or owner of any Bond authorized by this Ordinance, and upon payment of the reasonable cost of preparing the same, a certified copy of any such amendatory or supplemental Ordinance or of this Ordinance will be sent by the City Clerk to any such Bondowner or prospective Bondowner.

Any and all modifications made in the manner hereinabove provided shall not become effective until there has been filed with the City Clerk a copy of the ordinance of the City hereinabove provided for, duly certified, as well as proof of any required consent to such modification by the Registered Owners of the Bonds then Outstanding. It shall not be necessary to note on any of the Outstanding Bonds any reference to such amendment or modification.

The City shall furnish to the Paying Agent a copy of any amendment to the Bonds or this Ordinance that affects the duties or obligations of the Paying Agent under this Ordinance.

Section 804. Notices, Consents and Other Instruments by Bondowners. Any notice, consent, request, direction, approval or other instrument to be signed and executed by the Bondowners may be in any number of concurrent writings of similar tenor and may be signed or executed by such Bondowners in person or by agent appointed in writing. Proof of the execution of any such instrument or of the writing appointing any such agent and of the ownership of Bonds, other than the assignment of the ownership of a Bond, if made in the following manner, shall be sufficient for any of the purposes of this Ordinance, and shall be conclusive in favor of the City and the Paying Agent with regard to any action taken, suffered or omitted under any such instrument, namely:

- (a) The fact and date of the execution by any person of any such instrument may be proved by a certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person signing such instrument acknowledged before such officer the execution thereof, or by affidavit of any witness to such execution.
- (b) The fact of ownership of Bonds, the amount or amounts, numbers and other identification of Bonds, and the date of holding the same shall be proved by the Bond Register.

In determining whether the Registered Owners of the requisite principal amount of Bonds Outstanding have given any request, demand, authorization, direction, notice, consent or waiver under this Ordinance, Bonds owned by the City shall be disregarded and deemed not to be Outstanding under

this Ordinance, except that, in determining whether the Bondowners shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Bonds that the Bondowners know to be so owned shall be so disregarded. Notwithstanding the foregoing, Bonds so owned that have been pledged in good faith shall not be disregarded as aforesaid if the pledgee establishes to the satisfaction of the Bondowners the pledgee's right so to act with respect to such Bonds and that the pledgee is not the City.

Section 805. Further Authority. The officers of the City, including the Mayor, the City Manager and City Clerk, are hereby authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Ordinance and to make ministerial alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed that they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 806. Severability. If any section or other part of this Ordinance, whether large or small, is for any reason held invalid, the invalidity thereof shall not affect the validity of the other provisions of this Ordinance.

Section 807. Governing Law. This Ordinance shall be governed exclusively by and construed in accordance with the applicable laws of the State of Missouri.

Section 808. Effective Date. This Ordinance shall take effect and be in full force from and after its passage by the City Council and approval by the Mayor.

Section 809. Electronic Transaction. The transaction described herein may be conducted and related documents may be received, delivered or stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

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FIRST READING: FEBRUARY __, 2024

SECOND READING: FEBRUARY __, 2024

BE IT REMEMBERED THE PRECEDING ORDINANCE WAS READ A FIRST TIME ON FEBRUARY 12, 2024, AND WAS READ A SECOND TIME AND APPROVED AND ADOPTED UPON ITS SECOND READING THIS FEBRUARY 26, 2024, BY THE FOLLOWING VOTE:

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

ATTEST:

APPROVED:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

(SEAL)

Approved as to form:

City Attorney

**EXHIBIT A
TO ORDINANCE
(FORM OF BONDS)**

EXCEPT AS OTHERWISE PROVIDED IN THE ORDINANCE (DESCRIBED HEREIN), THIS GLOBAL BOND MAY BE TRANSFERRED IN WHOLE BUT NOT IN PART, ONLY TO ANOTHER NOMINEE OF THE SECURITIES DEPOSITORY (DESCRIBED HEREIN) OR TO A SUCCESSOR SECURITIES DEPOSITORY OR TO A NOMINEE OF A SUCCESSOR SECURITIES DEPOSITORY.

**UNITED STATES OF AMERICA
STATE OF MISSOURI**

**Registered
No. _____**

**Registered
\$ _____**

**CITY OF RAYMORE, MISSOURI
SPECIAL OBLIGATION BONDS
SERIES 2024**

Interest Rate

Maturity Date

Dated Date

CUSIP Number

REGISTERED OWNER: _____

PRINCIPAL AMOUNT: _____ DOLLARS

CITY OF RAYMORE, MISSOURI, a charter city and political subdivision of the State of Missouri (the "City"), for value received, hereby acknowledges itself to be indebted and promises to pay to the registered owner shown above, or registered assigns, the principal amount shown above on the maturity date shown above unless called for redemption prior to said maturity date, and to pay interest thereon at the interest rate per annum shown above (computed on the basis of a 360-day year of twelve 30-day months) from the Dated Date shown above or from the most recent interest payment date to which interest has been paid or duly provided for, payable semiannually on June 1 and December 1 in each year, beginning on December 1, 2024, until said principal amount has been paid.

The principal of and interest on this Bond payable on any Bond Payment Date shall be paid to the person in whose name this Bond is registered on the Bond Register at the close of business on the Record Date by check or draft mailed by the Paying Agent to such registered owner at the address shown on the Bond Register or at such other address as is furnished to the Paying Agent in writing by such registered

owner or by electronic transfer to such registered owner upon written notice given to the Paying Agent signed by such registered owner not less than 5 days prior to the Record Date, and containing the electronic transfer instructions including the bank (which shall be in the continental United States), ABA routing number, address and account name and account number to which such Registered Owner wishes to have such transfer directed and an acknowledgment that an electronic transfer fee is payable. The principal or redemption price of and interest on the Bonds shall be payable in any coin or currency that, on the respective dates of payment thereof, is legal tender for the payment of public and private debts.

This Bond is one of an authorized series of bonds of the City designated “Special Obligation Bonds, Series 2024,” aggregating the principal amount of not to exceed \$3,600,000 (the “Bonds”), issued by the City for the purpose of paying the costs of the Project and the costs of issuance of the Bonds, under the authority of and in full compliance with the constitution and laws of the State of Missouri, and pursuant to an ordinance duly passed (the “Ordinance”) and proceedings duly and legally had by the governing body of the City.

At the option of the City, Bonds may be called for redemption and payment prior to maturity in whole at any time on or after June 1, 20__ at the Redemption Price equal to 100% of the principal amount being redeemed, plus accrued interest thereon to the Redemption Date.

The Bonds maturing in the year 20[___] will be subject to mandatory redemption and payment prior to maturity pursuant to the mandatory redemption requirements set forth in the Ordinance at a Redemption Price equal to 100% of the principal amount thereof, plus accrued interest to the Redemption Date.

Bonds shall be redeemed only in the principal amount of \$5,000 or any integral multiple thereof. When less than all of the Outstanding Bonds are to be redeemed, such Bonds shall be redeemed from the Stated Maturities selected by the City, and Bonds of less than a full Stated Maturity shall be selected by the Paying Agent in \$5,000 units of principal amount by lot or in such other equitable manner as the Paying Agent may determine.

Notice of redemption, unless waived, is to be given by the Paying Agent by mailing an official redemption notice by first class mail at least 20 days prior to the redemption date to the Purchaser of the Bonds and each registered owner of the Bond or Bonds to be redeemed at the address shown on the Bond Register maintained by the Paying Agent. Notice of redemption having been given as aforesaid, the Bonds or portions of Bonds to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the City defaults in the payment of the redemption price) such Bonds or portions of Bonds shall cease to bear interest.

With respect to optional redemptions, such notice may be conditioned upon moneys being on deposit with the Paying Agent on or prior to the redemption date in an amount sufficient to pay the Redemption Price on the Redemption Date. If such notice is conditional and either the Paying Agent receives written notice from the City that moneys sufficient to pay the Redemption Price will not be on deposit on the Redemption Date, or such moneys are not received on the Redemption Date, then such notice shall be of no force and effect, the Paying Agent shall not redeem such Bonds and the Paying Agent shall give notice, in the same manner in which the notice of redemption was given, that such moneys were not or will not be so received and that such Bonds will not be redeemed.

The Bonds shall be special obligations of the City payable as to both principal and interest solely from annual appropriations of funds by the City for such purpose and from moneys on deposit in the Debt Service Fund. The obligation of the City to make payments into the Debt Service Fund and for any other obligations of the City under the Ordinance do not constitute a general obligation or indebtedness of the

City for which the City is obligated to levy or pledge any form of taxation, or for which the City has levied or pledged any form of taxation and shall not be construed to be a debt of the City in contravention of any applicable constitutional, statutory or charter debt limitation or restriction but in each Fiscal Year shall be payable solely from the amounts pledged or appropriated therefor (i) out of the income and revenues provided for such year plus (ii) any unencumbered balances for previous years.

The Bonds are issuable in the form of fully registered Bonds without coupons in the denominations of \$5,000 or any integral multiple thereof.

The Bonds are being issued by means of a book-entry system with no physical distribution of bond certificates to be made except as provided in the Ordinance. One Bond certificate with respect to each date on which the Bonds are stated to mature, registered in the nominee name of the Securities Depository, is being issued. The Book-entry system will evidence positions held in the Bonds by the Securities Depository's participants, beneficial ownership of the Bonds in authorized denominations being evidenced in the records of such participants. Transfers of ownership shall be effected on the records of the Securities Depository and its participants. The Paying Agent and the City will recognize the Securities Depository nominee, while the Registered Owner of this Bond, as the owner of this Bond for all purposes, including (i) payments of principal of, redemption premium, if any, and interest on, this Bond, (ii) notices and (iii) voting. Transfers of principal, interest and any redemption premium payments to participants of the Securities Depository will be the responsibility of such participants and other nominees of such beneficial owners. The Paying Agent and the City will not be responsible or liable for such transfers of payments or for maintaining, supervising or reviewing the records maintained by the Securities Depository, the Securities Depository nominee, its participants or persons acting through such participants. While the Securities Depository nominee is the owner of this Bond, notwithstanding the provision hereinabove contained, payments of principal of and interest on this Bond shall be made in accordance with existing arrangements between the Paying Agent and the City.

EXCEPT AS OTHERWISE PROVIDED IN THE ORDINANCE, THIS GLOBAL BOND MAY BE TRANSFERRED IN WHOLE BUT NOT IN PART, ONLY TO ANOTHER NOMINEE OF THE SECURITIES DEPOSITORY OR TO A SUCCESSOR SECURITIES DEPOSITORY OR TO A NOMINEE OF A SUCCESSOR SECURITIES DEPOSITORY.

This Bond may be transferred or exchanged, as provided in the Ordinance, only on the Bond Register kept for that purpose at the payment office of the Paying Agent, upon surrender of this Bond together with a written instrument of transfer or authorization for exchange satisfactory to the Paying Agent duly executed by the Registered Owner or the Registered Owner's duly authorized agent, and thereupon a new Bond or Bonds in any authorized denomination of the same maturity and in the same aggregate principal amount shall be issued to the transferee in exchange therefor as provided in the Ordinance and upon payment of the charges therein prescribed. The City and the Paying Agent may deem and treat the person in whose name this Bond is registered on the Bond Register as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Ordinance until the Certificate of Authentication hereon has been executed by the Paying Agent.

IT IS HEREBY DECLARED AND CERTIFIED that all acts, conditions and things required to be done and to exist precedent to and in the issuance of the Bonds have been done and performed and exist in due and regular form and manner as required by the constitution and laws of the State of Missouri.

IN WITNESS WHEREOF, CITY OF RAYMORE, MISSOURI, has caused this Bond to be executed by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of its City Clerk and its official seal to be affixed or imprinted hereon.

CERTIFICATE OF AUTHENTICATION

CITY OF RAYMORE, MISSOURI

This Bond is one of the Bonds of the issue described in the within-mentioned Ordinance.

By: _____

Mayor

Registration Date: _____

SECURITY BANK OF KANSAS CITY,
Paying Agent

(Seal)

ATTEST:

By: _____
Authorized Officer or Signatory

City Clerk

ASSIGNMENT

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

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

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

Dated: _____

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

Medallion Signature Guarantee:

LEGAL OPINION

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

GILMORE & BELL
A Professional Corporation
2405 Grand Blvd, Suite 1100
Kansas City, Missouri 64108

(LEGAL OPINION OF BOND COUNSEL)

**EXHIBIT B
TO ORDINANCE**

DESCRIPTION OF PROJECT

The Project includes improvements to the city parks including renovating and improving the park trails in the City.

**EXHIBIT C
TO ORDINANCE**

CERTIFICATE OF FINAL TERMS

**\$ _____
CITY OF RAYMORE, MISSOURI
SPECIAL OBLIGATION BONDS
SERIES 2024**

_____, 2024

City of Raymore, Missouri
Raymore, Missouri

Ladies and Gentlemen:

The undersigned, [PURCHASER] (the “Purchaser”), hereby offers to purchase from the City of Raymore, Missouri (the “City”), \$_____ aggregate principal amount of City of Raymore, Missouri, Special Obligation Bonds, Series 2024 (the “Bonds”) to be issued by the City under and pursuant to an ordinance passed by the City Council of the City on February 26, 2024 (the “Bond Ordinance”).

The Purchaser hereby agrees to purchase from the City, and the City hereby agrees to sell to the Purchaser, all (but not less than all) of the Bonds at a purchase price of \$_____ (the principal amount of the Bonds [plus net original issue premium] [less net original issue discount] of \$_____, less an underwriter’s discount of \$_____). The Bonds shall mature, shall bear interest, and shall be subject to redemption as set forth in **Schedule I** hereto. The first Interest Payment Date shall be December 1, 2024.

Very truly yours,

[PURCHASER]

By: _____
Title:

Accepted and agreed to as of
the date first above written:

CITY OF RAYMORE, MISSOURI

By: _____
Title: Mayor

**SCHEDULE I
 TO CERTIFICATE OF FINAL TERMS**

MATURITY SCHEDULE

Serial Bonds

Maturity	Principal	Interest
<u>June 1</u>	<u>Amount</u>	<u>Rate</u>

Term Bonds

Maturity	Principal	Interest
<u>June 1</u>	<u>Amount</u>	<u>Rate</u>

Redemption of Bonds

Optional Redemption. At the option of the City, the Bonds may be called for redemption and payment prior to maturity on June 1, 20__ and thereafter, in whole or in part at any time at the redemption price of 100% of the principal amount thereof, plus accrued interest thereon to the redemption date.

Mandatory Redemption. The Bonds maturing in the years 20__ and 20__ (the "Term Bonds") shall be subject to mandatory redemption by the City at a redemption price equal to 100% of the principal amount thereof plus accrued interest to the redemption date, in the following principal amounts on June 1 of the following years:

Term Bonds Maturing June 1, 20__

<u>Year</u>	<u>Principal Amount</u>
20__	\$ _____
20__*	_____

*Final Maturity Date

**EXHIBIT D
TO ORDINANCE**

PRELIMINARY OFFICIAL STATEMENT

**EXHIBIT E
TO ORDINANCE**

NOTICE OF SALE



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: February 12, 2024

SUBMITTED BY: Jonathan Zerr

DEPARTMENT: Legal

<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 3874: Authorizing Payment for Ward Road Right-of-Way and Easements

STRATEGIC PLAN GOAL/STRATEGY

Goal 2.2.2 Create and maintain a well-connected transportation network

FINANCIAL IMPACT

Award To:	Assorted Property Owners
Amount of Request/Contract:	\$483,539.51
Amount Budgeted:	\$250,000
Funding Source/Account#:	GO Bond

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
N/A	N/A

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

Exhibit "A" Ward Road Payment Calculations

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

As part of the most recent General Obligation bond issue, the City committed to completing certain improvements ("Improvements") to Ward Road north of 58-Highway and south of 163rd Street. These Improvements include street widening, installation of curbs and gutters, stormwater control measures, sidewalks and trails.

The completion of the Improvements requires the acquisition of right-of-way, temporary construction and access easements, and permanent drainage easements (collectively, the "Property Interests") from 16 property owners ("Owners").

The acquisition of the Property Interests have included negotiations based upon appraised valuations and the initiation of a legal action for eminent domain through the Circuit Court of Cass County, Missouri (identified as Case No. 22CA-CC00326).

Tentative agreements have been reached between staff and the Owners. The Report of Commissioners in the eminent domain case has set the price for acquisition of the Property Interests for the remaining Owners. No Owners have filed objections challenging the Report of Commissioners and the time to do so has expired.

In order to finalize the process, the City will need to pay the negotiated amounts and the amounts set by the Report of Commissioners. In addition, the City will be required to pay into the Circuit Court Clerk the Commissioners' Fees. The itemized amount of payments that will be made are shown on the Exhibit "A" attached to Bill 3874.

With the payments, the City Manager, City Clerk, and Mayor will need to execute certain agreements and acceptances of the negotiated rights-of-way and easements.

Bill 3874 would authorize the City staff to make the required payments and execute any of the pertinent documents associated with acceptance of the Property Interests.

Staff requests approval of Bill 3874 as an emergency reading to approve the payment of funds for acquisition of Property Interests for the completion of the Ward Road Improvement Project.

BILL 3874

ORDINANCE

“AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, APPROVING PAYMENT OF FUNDS AND AUTHORIZING THE CITY MANAGER, CITY CLERK, MAYOR, AND CITY ATTORNEY TO EXECUTE DOCUMENTS AND AGREEMENTS NECESSARY FOR THE ACQUISITION OF THE RIGHT-OF-WAY, THE TEMPORARY CONSTRUCTION AND ACCESS EASEMENTS, AND THE PERMANENT DRAINAGE EASEMENTS FOR CONSTRUCTION AND COMPLETION OF THE WARD ROAD IMPROVEMENT PROJECT; AND AUTHORIZING THE MAYOR TO DECLARE THIS AS AN EMERGENCY.”

WHEREAS, the City of Raymore has commenced with planning and design of certain improvements (“Improvements”) to Ward Road between MO-58 Highway at the south and 163rd Street at the north, to include the addition of curbing, gutters, stormwater control measures, sidewalks, and trails; and,

WHEREAS, the completion of the Improvements will require the acquisition of property interests including right-of-way, temporary construction and access easements, and permanent drainage easements from neighboring property owners (“Owners”) along Ward Road; and,

WHEREAS, the Owners include The Gale C. Hankins Intervivos Trust (“Hankins Trust”), Johnnie G. Franzeskos, IV, Linda L. Dickerson, Teresa G. Martin, The Hester Family Trust Dated November 23, 2015 (“Hester Trust”), Alan J. Paull and Shelli J. Paull (“Paulls”), David Edward Scheer and Karen J. Scheer (“Scheers”), Roger G. Brattin and Susan W. Brattin (“Brattins”), Jacquelyn E. Glenn Revocable Trust under trust agreement dated December 29, 2022 (“Glenn Trust”), Christopher D. Batliner, Tara Batliner, Richard Batliner and Deborah Batliner (“Batliners”); and,

WHEREAS, the City of Raymore has negotiated for resolution and acquisition of the necessary property interests from the Batliners, the Glenn Trust, the Brattins, the Paulls and Mr. Franzeskos; and,

WHEREAS, the City of Raymore has prosecuted a First Amended Petition for Condemnation through the Circuit Court of Cass County, Missouri, identified as Case No. 22CA-CC00326 seeking acquisition of the remaining property interests from the Hankins Trust, the Scheers, Linda L. Dickerson, Teresa G. Martin, and the Hester Trust required for completion of the Improvements; and,

WHEREAS, the Report of Commissioners has been completed and filed with the Circuit Court in Case No. 22CA-CC00326 identifying the costs for acquisition of the remaining property interests from the Hankins Trust, the Scheers, Linda L. Dickerson, Teresa G. Martin, and the Hester Trust; and,

WHEREAS, the Condemnation Commissioners have also submitted to the Circuit Court a Statement of Commissioners' Fees identifying the expenses and services rendered in Case No. 22CA-CC00326.

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

Section 1. Authorization for Payments. The City of Raymore authorizes the following payments pursuant to the Report of Commissioners entered in Case No. 22CA-CC00326, the Statement of Commissioners' Fees, and/or as otherwise negotiated between the Owners and City staff:

- a. Eighteen Thousand One Hundred Ten and 48/100 Dollars (\$18,110.48) for the Commissioners' Fees
- b. Thirty-Three Thousand One Hundred Thirty-Five and 00/100 Dollars (\$33,135.00) for the Hankins Trust
- c. Twenty-Two Thousand Two Hundred Ninety-Seven and 50/100 Dollars (\$22,297.50) for the Hester Trust, Linda L. Dickerson, and Teresa G. Martin
- d. Sixty-Thousand Nine Hundred Eighty-Six and 25/100 Dollars (\$60,986.25) for the Brattins
- e. Forty-Thousand Four Hundred Fifty-Five and 00/100 Dollars (\$40,455.00) for the Paulls
- f. Two Hundred Twenty-Six Thousand One Hundred Eighty-Five and 00/100 Dollars (\$226,185.00) for the Scheers
- g. Twenty-Five Thousand Five Hundred Seventy-Six and 00/100 Dollars (\$25,576.00) for Johnnie G. Franzeskos IV
- h. Thirty-Three Thousand Two Hundred Forty-Four and 28/100 Dollars (\$33,244.28) for the Glenn Trust
- i. Twenty-Three Thousand Five Hundred Fifty-Three and 00/100 Dollars (\$23,553.00) for the Batliners

The foregoing payments are itemized individually on Exhibit "A" attached hereto and incorporated by reference herein.

Section 2. Authorization for Execution of Agreements and Documents. The City Manager, City Clerk, Mayor, and City Attorney are authorized and instructed to execute the agreements, rights-of-way acceptances, temporary construction and access easement acceptances, and permanent drainage easements as may be necessary and appropriate to complete the Improvements.

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.

Section 5. Emergency Reading. The Mayor hereby authorizes the passage of this Ordinance as an emergency bill.

DULY READ THE FIRST TIME THIS 12TH DAY OF FEBRUARY, 2024.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 26TH DAY OF FEBRUARY 2024, 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"
Ward Road Payment Calculations

A. Commissioners' Fees

Commissioner	Services	Mileage @\$0.67/mile
Kevin Anderson	\$6,000.00	28.80 x \$0.67 = \$19.30
Hugh E. Clemmons	\$6,000.00	71.28 x \$0.67 = \$47.76
Charles T. Coker	\$6,000.00	64.80 x \$0.67 = \$43.42
Subtotals	\$18,000.00	\$110.48
Services Subtotal		\$18,000.00
Mileage Subtotal		\$110.48
TOTAL COMMISSIONERS' FEES		\$18,110.48

B. Hankins Trust

Property	Acquisition Cost	Heritage Value = 50% of Fair Market Value (\$523.001 RSMO)
Right-of-Way	\$21,150.00	\$10,575.00
Temporary Const. Easement #1	\$320.00	\$160.00
Temporary Const. Easement #2	\$620.00	\$310.00
Subtotals	\$22,090.00	\$11,045.00
Acquisition Cost Subtotal		\$22,090.00
Heritage Value Subtotal		\$11,045.00
TOTAL HANKINS COSTS		\$33,135.00

C. Hester Trust/Dickerson/Martin

Property	Acquisition Cost	Heritage Value = 50% of Fair Market Value (\$523.001 RSMO)
Right-of-Way	\$14,265.00	\$7,132.50
Temporary Const. Easement	\$600.00	\$300.00
Subtotals	\$14,865.00	\$7,432.00
Acquisition Cost Subtotal		\$14,865.00
Heritage Value Subtotal		\$7,432.50
TOTAL HESTER COSTS		\$22,297.50

D. Brattins

Property	Acquisition Cost	Homestead Value = 25% of Fair Market Value (\$523.039 RSMO)
Right-of-Way	\$53,850.00	\$13,462.50
Temporary Const. Easement	\$360.00	\$90.00
Subtotals	\$54,210.00	\$13,552.50
Acquisition Cost Subtotal		\$54,210.00
Homestead Value Subtotal		\$13,552.50
Less 1/2 of Homestead by Settlement Agreement		(\$6,776.25)
TOTAL BRATTIN COSTS		\$60,986.25

E. Paulls

Property	Acquisition Cost	Homestead Value = 25% of Fair Market Value (\$523.039 RSMO)
Right-of-Way	\$32,000.00	\$8,000.00
Temporary Const. Easement	\$960.00	\$240.00
Permanent Drainage Easement	\$3,000.00	\$750.00
Subtotals	\$35,960.00	\$8,990.00
Acquisition Cost Subtotal		\$35,960.00
Homestead Value Subtotal		\$8,990.00
Less 1/2 of Homestead by Settlement Agreement		(\$4,495.00)
TOTAL PAULL COSTS		\$40,455.00

F. Scheer Tract #1

Property	Acquisition Cost	Heritage Value = 50% of Fair Market Value (\$523.001 RSMO)
Right-of-Way	\$85,900.00	\$42,950.00
Permanent Drainage Easement	\$600.00	\$300.00
Temporary Const. Easement #1	\$2,120.00	\$1,060.00
Temporary Const. Easement #2	\$1,260.00	\$630.00
Subtotals	\$89,880.00	\$44,940.00
Acquisition Cost Subtotal		\$89,880.00
Heritage Value Subtotal		\$44,940.00
TOTAL SCHEER TRACT #1 COSTS		\$134,820.00

G. Scheer Tract #2

Property	Acquisition Cost	Heritage Value = 50% of Fair Market Value (\$523.001 RSMO)
Right-of-Way	\$19,650.00	\$9,825.00
Permanent Drainage Easement	\$5,700.00	\$2,850.00
Temporary Const. Easement #1	\$620.00	\$310.00
Temporary Const. Easement #2	\$1,040.00	\$520.00
Subtotals	\$27,010.00	\$13,505.00
Acquisition Cost Subtotal		\$27,010.00
Heritage Value Subtotal		\$13,505.00
TOTAL SCHEER TRACT #2 COSTS		\$40,515.00

H. Scheer Tract #7

Property	Acquisition Cost	Heritage Value = 50% of Fair Market Value (\$523.001 RSMO)
Right-of-Way	\$29,400.00	\$14,700.00
Permanent Drainage Easement	\$3,600.00	\$1,800.00
Temporary Const. Easement #1	\$800.00	\$400.00
Temporary Const. Easement #2	\$100.00	\$50.00
Subtotals	\$33,900.00	\$16,950.00
Acquisition Cost Subtotal		\$33,900.00
Heritage Value Subtotal		\$16,950.00
TOTAL SCHEER TRACT #7 COSTS		\$50,850.00

I. Glenn Trust

Property/Expense	Acquisition Cost
Property Acquisition (Right-of-Way, Temporary Construction Easement and Permanent Drainage Easement)	\$14,244.00
Fence Cost to Cure	\$10,750.28
Tree Cost to Cure	\$750.00
Stream Crossing Cost to Cure	\$7,500.00
TOTAL GLENN TRUST COSTS	\$33,244.28

J. Franzeskos

Property/Expense	Acquisition Cost
Property Acquisition (Right-of-Way and Temporary Construction Easement)	\$6,928.00
Fence Cost to Cure	\$9,284.00
Tree Cost to Cure	\$750.00
Stream Crossing Cost to Cure	\$7,500.00
TOTAL FRANZESKOS TRACT #5 COSTS	\$25,576.00

K. Batliners

Property/Expense	Acquisition Cost
Property Acquisition Tract #31 (Right-of-Way and Temporary Construction Easement)	\$6,459.00
Fence Cost to Cure Tract #31	\$5,200.00
Property Acquisition Tract #32 (Right-of-Way, Temporary Construction Easement and Permanent Drainage Easement)	\$4,599.00
Fence Cost to Cure Tract #32	\$7,200.00
Property Acquisition Tract #33 (Permanent Drainage Easement)	\$95.00
TOTAL BATLINER COSTS	\$23,553.00



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: February 12, 2024

SUBMITTED BY: Jim Feuerborn

DEPARTMENT: Administration

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

TITLE / ISSUE / REQUEST

Resolution 24-14: Opposing the County imposition the SB190 Homestead Credit

STRATEGIC PLAN GOAL/STRATEGY

4.3.1: Develop & Implement long-term funding strategies to support City operations

FINANCIAL IMPACT

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

PROJECT TIMELINE

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

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

During the 2023 Missouri legislative session the body passed and the Governor signed into law SB190 which calls for an eligible senior tax credit on real property that freezes the property assessed valuation at a certain period of time.

At it's February 5th work session certain estimated fiscal impacts to the City of Raymore were presented to the City Council.

At that same work session the City Council directed staff to prepare a Resolution for City Council consideration that would respectfully request that the Cass County Commission refrain from taking any action imposing this legislation.

That Resolution is now in front of the Council for their consideration.

RESOLUTION 24-14

“A RESOLUTION OF THE CITY OF RAYMORE, MISSOURI, OPPOSING THE CASS COUNTY COMMISSION’S ADOPTION OF THE SENIOR PROPERTY TAX CREDIT ESTABLISHED BY SENATE BILL 190 AND CODIFIED IN SECTION 137.1050.2(1) OF THE REVISED STATUTES OF MISSOURI.”

WHEREAS, the Missouri General Assembly passed and the Governor signed Senate Bill 190 (SB190), becoming law on August 28th, 2023; and,

WHEREAS, the newly enacted Revised Statute of Missouri (RSMo) 137.1050.2(1) specifically enables counties to adopt an ordinance authorizing a homestead property tax credit for eligible senior citizen taxpayers of retirement age; and,

WHEREAS, the stated intent from sponsoring lawmakers is for SB190 to apply to property taxes from all jurisdictions within counties and for all those of retirement age; and,

WHEREAS, the tax credit established by Section 137.1050.2(1) RSMo would be equal to the difference between the real property tax liability on the homestead in a given year minus the real property tax liability on such homestead in the year in which the taxpayer became an eligible taxpayer; and,

WHEREAS, the Cass County Commission is currently considering the adoption of an ordinance to implement the tax credit established by Section 137.1050.2(1) RSMo; and,

WHEREAS, the City of Raymore, Missouri has completed preliminary evaluations to determine that there will be significant negative impacts if the tax credit is adopted, including incremental annual revenue losses that are critical for the provision of municipal services, amenities, and personnel, in an era where municipal revenues are consistently being threatened or diminished by the legislature; and,

WHEREAS, the City of Raymore is desirous of supporting its aging population, but not if it means limiting or removing municipal services, amenities, and personnel that provide direct local support for its residents of all ages.

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

Section 1. This Resolution respectfully requests that the Cass County Commission refrain from the adoption of the homestead tax credit created by Section 137.1050.2(1) so as to avoid the significant negative impact that would be created by lost revenues to local taxing jurisdictions.

Section 2. The City Manager and Mayor are hereby directed to deliver this Resolution to the Cass County Commission, and to represent the interests of the City of Raymore, Missouri, before the Cass County Commission in any public hearing, forum, discourse or discussion regarding the adoption of the tax credit.

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

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

DULY READ AND PASSED THIS 12TH DAY OF FEBRUARY, 2024, 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