

AGENDA

Raymore City Council Regular Meeting
City Hall – 100 Municipal Circle
Monday, February 26, 2024
6:00 p.m.

1. Call to Order

2. Roll Call

3. Pledge of Allegiance

4. Presentations/Awards

5. Personal Appearances

6. Staff Reports

- A. Public Works (pg 7)
- B. Parks and Recreation (pg 9)
- C. Annual Stormwater Management Report (pg 25)
- D. Monthly Financial Report (pg 29)

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, February 12, 2024 (pg 39)
- B. 2023 I&I Project - Acceptance and Final Payment

Reference: - Resolution 24-10 (pg 49)

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

9. Unfinished Business - Second 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.

- City Council, 02/12/2024: Approved 7-0

B. Creekside Ranch Rezoning "A" to "RE"

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

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.

- City Council, 02/12/2024: Approved 7-0
- Planning and Zoning Commission, 01/16/2024: Approved 8-0

C. Authorizing Special Obligation Bonds, Series 2024

- Reference: - Agenda Item Information Sheet (pg 91)
- Bill 3877 (pg 93)

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

- City Council, 02/12/2024: Approved 7-0

10. New Business - First Reading

A. Award of Contract - Ward Road Construction

Reference: - Agenda Item Information Sheet (pg 131)
- Bill 3879 (pg 133)
- Contract (pg 135)

The Ward Road Construction project entails upgrading the roadway from 163rd Street to 58 Highway. This project includes curbs, gutters, stormwater improvements, a new bridge, streetlights, and a multi-use pathway along the east side and sidewalk connection on the west side. Staff is recommending award of a contract to VF Anderson Builders for the Ward Road Construction project.

B. Sport Court - Raymore Activity Center

Reference: - Agenda Item Information Sheet (pg 203)
- Bill 3878 (pg 205)
- Contract / Purchasing Agreement (pg 207)

Staff is presenting a contract for the direct purchase of the sport court floor in the expansion area of the Raymore Activity Center through our membership with Sourcewell Purchasing alliance.

- | |
|--|
| <ul style="list-style-type: none">• Parks and Recreation Board, 02/13/2024: Approved 7-0 |
|--|

C. Sendera Preliminary Development Plan Extension

Reference: - Agenda Item Information Sheet (pg 227)
- Resolution 24-15 (pg 229)
- Recorded MOU (pg 233)
- Preliminary Development Plan (pg 246)

Brad Kempf, representing Clayton Properties Group, Inc, is requesting an extension to the Sendera Preliminary Development Plan, located south of Hubach Hill Road, east of Brook Parkway. Originally approved in August of 2021, the requested 6-month extension will allow sufficient time to commence construction on the platted phases 1 and 2 in the summer of 2024.

D. Use Tax Update

City staff will be providing the City Council with a comprehensive overview of the Use Tax ballot issue. This overview will include draft materials, meetings that will be in place, financial materials that will be available at those meetings, and reporting that will take place once the issue passes.

11. Public Comments

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

12. Mayor/Council Communication

13. Adjournment

Items provided under "Miscellaneous" in the Council Packet:

- City Council Work Session notes, 02/05/2024 (pg 245)
-

EXECUTIVE SESSION (CLOSED MEETING)

The Raymore City Council is scheduled to enter into executive session to discuss litigation and personnel matters 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



PUBLIC WORKS MONTHLY REPORT

February 2024

ENGINEERING DIVISION

Projects Under Construction

- Police Firing Range Improvements
- Johnston Drive Dean Avenue to Harmon Drive

Development Under Construction

- Madison Valley Phase 3
- Ascend
- Eastbrooke 4th Plat

OPERATIONS & MAINTENANCE DIVISION

- 36 City Hall Work Orders
- 1 Driveway Inspections
- 2 Final ROW Inspections
- 193 Locates
- 76 Service Requests
- 20 Sewer Inspections
- 2 Curb Inspections
- 12 Water Taps
- 9 Water Inspections
- Cleaned and off loaded snow equipment from vehicles
- Equipment maintenance
- Received 160 tons of salt to restock salt dome
- Picked up parts from Knapheide for plow trucks
- Completed MoDNR Public Drinking Water Inspection 2/01/24
- Water meter shut offs
- Water meter turn ons
- Stocked water meter supplies
- Repaired water break on Young Cir
- Replaced frozen meters
- Fleet maintenance
- Picked up parts from Knapheide
- Pothole Patching
- Completed miscellaneous water service requests
- Water meter turn ons
- Moved tree limbs out of right of way
- Repaired mailboxes throughout city due to plowing
- Completed sign repairs throughout city
- Ordered and received water sample site kits for new sample locations
- Meeting with Dikeland Sewer district - Mike Donahoe & Justin Paith
- Trash pick up for creek clean up
- Installed water sample site kits for new sample locations



Municipal Separate Storm Sewer System (MS4)

Annual Stormwater Management Program Report Summary for

Comprehensive Permit MOR04C

Reporting Period: 1/1/2023 - 12/31/2023





MCM 1: Public Education and Outreach (4.1)

| Permit Section | Goal Achieved | Action | Documentation | Evaluation | Modified |
|----------------|---------------|--|--|--|--------------------------|
| 4.1.A | Y | Define Target Audiences | In SWMP | Targets were evaluated based on potential for discharge and deemed to be the biggest contributors that can benefit from education | No modification |
| 4.1.B | Y | Define Target Pollutants | In SWMP | Pollutants evaluated based on observation during inspections and erosion control violations | No modification |
| 4.1.C | Y | Social Media Posts Targeted Mailings Contractor/Developer Training Permanent Stormwater Related Signage | *Social Media Hits *Targeted Mailing Units *Online tracking of yearly contractor erosion control certification *Location and type of new stormwater signage | Two articles published, "Only rain down the drain" and "HHW collection" Circulation of magazine is 10,996 issues. Litter cleanup information is shared in the Weekly Report which is emailed to 927 subscribers. Nine (9) Contractors completed training Distributed 25 water quality coloring books at kiosk | No further modification. |

MCM 2: Public Participation (4.2)

| Permit Section | Goal Achieved | Action | Documentation | Evaluation | Modified |
|----------------|---------------|---|---|---|--|
| 4.2.A | Y | Hold a Public Notice Period for 30 days | On City of Raymore Website 2/1/22-3/9/22 | Completed | Completed |
| 4.2.B | Y | Have an publicly available method to accept comments | Link available with draft permit on site | Completed | Completed |
| 4.2.C | Y | Hold a public information meeting | Public meeting held March 9, 2022 5pm-7pm at Centerview Community Center 227 Municipal Circle Raymore, Mo | Completed- 0 attended 0 comments | Completed. SMP is still available for viewing on the City's website |
| 4.2.D | Y | Have a publically available method to accept inquiries , concerns, and information from the public about stormwater and related topics. | Residents can contact the stormwater specialist or appropriate contact through the Report-a-Concern link, placed prominently, on the home page of the City's website. | The City utilizes a Request Tracker system and a TextMyGov feature. | No modification. |
| 4.2.E | Y | The City does not utilize a stormwater management panel or committee. | N/A | N/A | No modification. |

| Permit Section | Goal Achieved | Action | Documentation | Evaluation | Modified |
|----------------|---------------|-------------------------------------|--|-------------------|---|
| 4.2.F | N | Update the City Council on the SMP. | Public Works Director Michael Krass was unable to address the governing board at the end of the year due to a lengthy illness. | Goal was not met. | MS4 Representative Mr. Krass or Lorie Crandell will update the Council on Feb. 26th ,2024 for the last reporting period and on Nov.25th, for the upcoming year at a Special Work Session. Going forward, if the PW Director is not available, Stormwater Specialist Lorie Crandell will update the Council. |
| 4.2.G-F | Y | Evaluate and Update current program | | See above | Section 4.2.F |

MCM 3: Illicit Discharge Detection and Elimination (IDDE) (4.3)

| Permit Section | Goal Achieved | Action | Documentation | Evaluation | Modified |
|----------------|---------------|--|--|---|--|
| 4.3.A-B | Y | Update storm sewer system map (if necessary) | In City's GIS Outfall Inventory map and its Storm Sewer Classification map. | The maps are updated as engineering plans and field data becomes available. | 18 outfalls were added in 2023 (bringing the total to 433.) 9352 Feet of storm sewer was added to the inventory |
| 4.3.C | Y | Changes to non-stormwater into system ordinance | In SWMP | Ordinance evaluated by any instance where it was ineffective | None found. No modification |
| 4.3.D | Y | Conduct dry weather outfall assessments on 12% of outfalls | Scanned reports/checklist saved in the Stormwater drive. 13% of outfalls inspected. | Evaluated to spread out outfall inspection into quadrants to ensure screening of some outfalls in all sections of the City. | Not modified |
| 4.3.E | Y | Maintain diagnostic monitoring procedures. | Procedure links in the SMP. SOP IDDE 3.0 -Dry Weather Sampling SOP IDDE 3.1- Call in Inspections SOP 3.2- Opportunistic ID Observation. | Complete | No modifications |

| Permit Section | Goal Achieved | Action | Documentation | Evaluation | Modified |
|----------------|---------------|--|---|--|--|
| 4.3.F | Y | Maintain procedures for tracing illicit discharge | <p>Procedure links in the SMP.</p> <p>SOP IDDE 3.3- Outfall Inspections</p> <p>SOP 3.4-Tracing Illicit Discharges</p> | Complete | No modification. |
| 4.3.G | Y | Maintain procedures for removing the source of discharge | <p>Procedure links in the SMP.</p> <p>SOP IDDE 3.5 Illicit Discharge Elimination and Enforcement</p> | Complete | No modification. |
| 4.3.H | Y | <p>Identify and Inspect Priority Areas</p> <p>Inspect 25% of Priority areas each reporting period.</p> | <p>Stored on City's drive and attached</p> <p>28% of Priority Areas inspected</p> | Complete | <p>Added a new business</p> <p>Maps have been updated.</p> |
| 4.3.J | Y | Conduct Investigations in response to discoveries, spills or complaints | Procedure links for investigating ID spills or stormwater complaints are in the SWMP on the City's website. | Adjacent Communities contact persons information have been evaluated for accuracy. | No modification. |

| Permit Section | Goal Achieved | Action | Documentation | Evaluation | Modified |
|----------------|---------------|---|---|---|------------------|
| 4.3.K | Y | Maintain procedures for enforcement of ID. | Procedure links in the SMP Unified Development Code UDC 480 Enforcement | Complete | No modification. |
| 4.3.L | Y | Maintain a database for tracking screenings, spills, incidents and investigations. | Reports are scanned and saved | No incidents or investigations to track | None |
| 4.3.M | Y | Inform the general public of hazards associated with ID and improper disposal of waste. | Bi-annual City Survey. HHW collection totals. 4.1.D | City surveys have shown an increase in awareness and HHW events are well attended | No modification |

| Permit Section | Goal Achieved | Action | Documentation | Evaluation | Modified |
|-----------------------|----------------------|--|----------------------|------------------------------|-------------------------------------|
| 4.3.Q | Y | Implement a training program for municipal field staff | Sign in sheets | In person training effective | No modification |
| 4.3.R | Y | Review effectiveness of BMPs for MCM3 | | See above | Modifications to: 4.3.A 4.3.H |

MCM 4: Construction Site Stormwater Runoff Control (4.4)

| Permit Section | Goal Achieved | Action | Documentation | Evaluation | Modified |
|----------------|---------------|---|--|--|--------------------------------|
| 4.4.A | Y | Have an ordinance requiring runoff BMPs for sites greater than 1 acre | Regulatory mechanism links in the SMP. Land Disturbance/Grading Application and Checklist UDC Chapter 455 Natural Resource Protection | Completed | No modification |
| 4.4.B | Y | Review Pre-construction Plans | Plans do not proceed without review | Completed | Completed |
| 4.4.C-G | Y | Maintain and enforce runoff control policies to ensure compliance | *Plan Review Checklist *UDC Enforcement *Erosion Control Violation Notices *Individual site SWPPPS and site contractor emailed reports *Land Disturbance Permits *Builders on line erosion control training certification | Policies and requirements in place are effective. The City is utilizing SWPPPTrak software to track open construction sites and notify operators of violations. | No modifications at this time. |

| Permit Section | Goal Achieved | Action | Documentation | Evaluation | Modified |
|----------------|---------------|--|---|--|------------------|
| 4.4.K | Y | Provide construction site runoff control training to City inspectors and plan reviewers annually | Sign in sheets | This information is relayed during weekly meetings with engineering staff and during plan review with Development Services on an ongoing basis | No modification |
| 4.4.L | Y | Provide written procedures outline inspection and enforcement procedures to inspectors | Links available in the SMP: *Large Residential & Commercial SOPs and Checklists *Erosion Control Inspection Checklist and SOP | Completed | No modifications |
| 4.4.M | Y | Evaluate MCM4 | | See above | No modifications |

MCM 5: Post-Construction Stormwater Management in New and Redevelopment (4.5)

| Permit Section | Goal Achieved | Action | Documentation | Evaluation | Modified |
|----------------|---------------|---|---|--|----------|
| 4.5.A | Y | Maintain and utilize an ordinance to address post-construction runoff | Links available in the SMP on City's website. Unified Development Code 455 and 450 | Completed | None |
| 4.5.B | Y | Continue a strategy to minimize water quality impacts | Links available in the SMP on City's website. *APWA 5600 *UDC 450 Stormwater Management *UDC 455 Natural Resource Protection * UDC 455.040 Stream Buffer Protection | Completed | None |
| 4.5.C | Y | Pre-construction plan review | Attached Plan Review Checklist | Completed | None |
| 4.5.D | Y | Have enforcement mechanism to ensure long term O&M of selected BMPs | Link available in the SMP on City's website. <ul style="list-style-type: none"> UDC 450.090 BMP Surety and Enforcement | The City requires Stormwater Treatment Facility Maintenance bonds and agreement on all publicly accepted BMPs. Including a notarized maintenance schedule and the responsible party. | None |

| Permit Section | Goal Achieved | Action | Documentation | Evaluation | Modified |
|-----------------------|----------------------|---|--|--|--|
| 4.5.E & H | Y | Inspect BMPs during and post-construction. Inventory post - construction BMPs | BMP Inspection Form Attached | In the process of entering historical and new BMPs into software | Added software to SWPPPTrak to schedule and notify of post-construction BMP inspections on an initial and 5 year rotation. |
| 4.5.F-G | Y | Maintain a plan designed to ensure compliance with post-construction regulatory mechanism | Link available in the SMP on City's website. UDC 450.110 Maintenance Enforcement of Stormwater Facilities | Completed | None |
| 4.5.I | Y | Track post-construction BMP inspections | Copies of inspection reports are kept | Completed | Completed |
| 4.5.L | Y | Training for City Inspectors | Sign in sheets | Completed within other MCMs | |
| 4.5.M | Y | Evaluate MCM5 | | See above | Modified 4.5.E |

MCM 6: Pollution Prevention/Good Housekeeping for Municipal Operations (4.6)

| Permit Section | Goal Achieved | Action | Documentation | Evaluation | Modified |
|----------------|---------------|--|---|--|---|
| 4.6.A-C | Y | Maintain and utilize an annual training program for municipal employees | Sign in sheets | In person training is more effective and easier to document | No. Conduct in -person group training during Public Works Week Activities |
| 4.6.D | Y | Maintain a list of Municipal facilities | List is maintained in the SMP | Up to Date | None |
| 4.6.E | Y | Maintain a list of facilities subject to permit for industrial activity | N/A | N/A | None |
| 4.6.F | Y | Maintain controls for reducing or eliminating discharge of floatables and pollutants from Municipal facilities | SOPs and SWPPPS on file for each facility | Effective | None |
| 4.6.G | Y | Have procedures for proper disposal of waste removed from City areas of jurisdiction | SOPs and SWPPPS on file for each facility | Waste removed from the City's street sweeping program is properly disposed using a contracted waste disposal company | None |
| 4.6.H | Y | Maintain and utilize procedures for washing of municipal vehicles and equipment | SOPs and SWPPPS on file for each facility | All city-owned vehicles are washed at the city owned car wash bay. The bays are connected to the sanitary sewer and have oil-water separators that are cleaned by a contractor as needed | None |

| Permit Section | Goal Achieved | Action | Documentation | Evaluation | Modified |
|-----------------------|----------------------|---|--|-------------------|-----------------|
| 4.6.I | Y | Maintain written explanation of controls and procedures | Individual SWPPPs for each facility are maintained | Effective | None |
| 4.5.K,L,M | Y | Evaluate/review MCM6 | See above | Complete | None |



MONTHLY REPORT

February 2024

Monthly Highlights

- **Adult open play volleyball, 7-9 p.m. Mondays starting Jan. 29, and adult open play basketball, 7-9 p.m. Tuesdays starting Jan. 30 at the Raymore Activity Center, 1011 S. Madison St.** Adult sports are open to individuals age 18 and up. No need to register, just pay a \$5 drop-in fee at the Raymore Activity Center when you arrive.
- **Spring Craft Show, 10 a.m.-2 p.m., Saturday, March 9 at the Raymore Activity Center, 1011 S. Madison St.** Shop for handmade crafts, jewelry, home decor and more from 50 vendors at our annual spring craft show!
- **Spring Soar 5K - Postponed until Summer, new date and details coming soon.**
- **The Rink - Closed for the Season (February 20)**



Social Basketball Experience sponsored by Scheels

Coached by Athletic Coordinator Nick Cook
Recreation Superintendent Todd Brennon
Park Board Chair Steve Trautman (not pictured)

- January 27 - Raymore hosted 26 games between the Raymore Activity Center and the Raymore-Peculiar South Middle School.
- Athletic Coordinator Nick Cook updated the youth recreation soccer rule book that was approved by the South Metro Sports League.
- Recreation Coordinator Corinne Harkins took in applications for the [Spring Craft Fair](#) scheduled for Mar. 9 at the Raymore Activity Center.
- Recreation Coordinator Corinne Harkins scheduled food truck vendors for Friday Food Fest scheduled for Apr. 26 at Recreation Park.
- Parks maintenance pulled the Raymore Christmas Tree Trail t-posts at T.B. Hanna Station.
- Parks maintenance did yearly maintenance on the portable pitching mounds in preparation for the spring baseball season.



- Business Development Coordinator Candice Mangum visited community businesses to promote sponsorship opportunities.
- Parks and Recreation Director Nathan Musteen, Recreation Superintendent Todd Brennon and Business Development Coordinator Candice Mangum attended the monthly Chamber Luncheon at the Cass County Public Library.
- Parks and Recreation Director Nathan Musteen, Recreation Superintendent Todd Brennon and Human Resources Director Shawn Aulgur conducted interviews for the Recreation Coordinator position.
- Parks and Recreation Director Nathan Musteen was a special guest at Bridle Ridge Elementary as the fourth grade classes learned about building all inclusive playgrounds.
- Parks and Recreation Director Nathan Musteen, Development Services Director David Gress and City Planner Dylan Eppert attended a webinar hosted by AARP regarding 2024 Community Challenge Grant opportunities.
- Athletic Coordinator Nick Cook received and distributed end of season medals to basketball coaches.
- February 3 - Raymore hosted 26 basketball games at the Raymore Activity Center and the South Middle School.
- Business Development Coordinator Candice Mangum visited local businesses to discuss rental and sponsorship opportunities. Mangum booked a baby shower at Centerview scheduled for Mar. 30.
- Recreation Coordinator Corinne Harkins and Business Development Coordinator Candice Mangum met with Raising Canes about sponsorship opportunities.
- Parks maintenance staff began work on the waterline connected to the drinking fountain at the skate park at Recreation Park.
- Parks maintenance staff completed a facilities inspection report for January.
- Recreation Superintendent Todd Brennon and Athletic Coordinator Nick Cook completed a site visit at the concession stands at Recreation park in preparation for the spring athletic season.
- Recreation Coordinator Corinne Harkins conducted a meeting on the upcoming Easter Festival. The meeting included Park Superintendent Steve Rulo, Park Foreman Jeff Schmill, Recreation Superintendent Todd Brennon, Athletic Coordinator Nick Cook and Business Development Coordinator Candice Mangum.





- Recreation Coordinator Corinne Harkins began scheduling field trips for the Raymore Summer Camp.
- Athletic Coordinator Nick Cook prepped for the final weekend of the recreational basketball season. Raymore hosted 16 games taking place at the Raymore-Peculiar South Middle School.
- Park Superintendent Steve Rulo met with an Evergy representative to turn the transformer back on at the Recreation Park baseball complex after the new scoreboards were installed.
- Park maintenance trimmed trees at T.B. Hanna Station.
- Business Development Coordinator Candice Mangum finalized a Centerview rental scheduled for Mar. 30.
- Business Development Coordinator Candice Mangum and Recreation Coordinator Corinne Harkins participated in an Event Sponsorship webinar.
- Parks and Recreation Director Nathan Musteen attended the Cass County Coalition Chambers (CCCC) luncheon meeting hosted by the Raymore Chamber of Commerce.
- Athletic Coordinator Nick Cook completed tasks to receive accreditation from the National Alliance of Youth Sports. The "Better Sports for Kids" is a national accreditation for youth sports programs that meet requirements put in place by the National Alliance of Youth Sports.
- Social Kindergarten Basketball and Social Basketball will hold their final sessions Saturday Feb. 17, at the Raymore Activity Center.
- Business Development Coordinator Candice Mangum received flyers for Centerview that were translated into Spanish.
- Park maintenance cut trees at Memorial Park.
- Parks and Recreation Director Nathan Musteen and Recreation Superintendent Todd Brennon attended Heartland Certified Public Manager Program presented by the University of Kansas Public Management Center.
- The Park Board met in a special meeting on Tuesday, February 13. All meetings can be viewed at www.raymore.com/video
- City Planner Dylan Eppert and Parks and Recreation Director Nathan Musteen worked on the AARP grant application for a joint project at Recreation Park.
- Parks & Recreation Director Nathan Musteen met with CFS Engineers on projects at Hawk Ridge Park.



Facility Use for the Month

Centerview

- 2 HOA Meetings
- 2 Live Wires Square Dance
- Birthday Party
- Bridal Shower
- Caterer's Food Tasting
- Cass County Chamber of Commerce Luncheon
- Music Concert and Dance
- 2 Edward Jones Investment Luncheons
- Garden Club Meeting
- Tri-County Art League
- Quilting Event
- Raymore PD - Taser Training
- MODOT 71/49 Stakeholder Meeting
- ERC Winter Employee Party
- Yoga
- Bunco, Bridge

RAC

- Galaxy Volleyball Club rental for practices
- Birthday Party
- Open Play Futsal - Fridays
- Open Play Volleyball - Mondays
- Open Play Basketball - Tuesday

The Rink

- 1 Private Rental

CITY OF RAYMORE'S ANNUAL
Easter Festival

Ages 4th grade & under.
Bring your own basket!

Free activities include
15,000+ eggs to hunt, photos with the Easter bunny & refreshments!

Saturday, March 30, 2024
Hunt begins at 10 a.m. sharp!
Arrive by 9:45 a.m.

Recreation Park Baseball Fields
1011 S. Madison St.

SHOP FROM 50 LOCAL ARTISANS, CRAFTERS AND SMALL BUSINESS OWNERS!

Saturday, March 9
10 a.m. - 2 p.m.

FREE ADMISSION!

SPRING CRAFT SHOW

Interested in being a vendor? Vendor spaces will fill quickly. Contact us to reserve your spot at CHarkins@Raymore.com. Learn more at www.raymore.com/parks or find us on Facebook @RaymoreParksAndRec

Raymore Activity Center
1011 S. Madison St.



FINANCE MONTHLY REPORT

This report, consisting of a Financial Summary, Investment Summary and Grant Summary, has been prepared for the fiscal period January 1, 2024 to January 31, 2024.

January Financial Summary

Some notes regarding this month's summary operating report:

General Fund

Revenue:

25% of the way through the fiscal year, General Fund revenues are generally tracking as expected with total collected revenue of 35.45% of budget. Inter-fund transfers are being completed on a monthly basis with the exception of the Capital Funds Transfer. The Capital Funds Transfers will occur throughout the year after the capital project has been contracted by the Council..

- Property tax revenues collected are tracking as expected with the majority of the budgeted revenue expected by February 2024.
- Franchise Tax revenues are tracking below straight line at 22.35%. This revenue source varies depending on the weather. Staff will continue to monitor this closely throughout the year.
- Sales tax revenues as a whole are tracking above straight line budget at 25.14%. City sales taxes are at 24.47% while state shared gasoline and vehicle taxes are at 27.06%.
- Fees and Permit revenues collected in total are tracking below straight line budget at 19.86%. Residential building permits are above straight line budget at 53.07%. There are 13 detached single family and 24 attached single family residential building permits issued out of the 135 budgeted starts. In addition, we have issued 6 commercial building permits.
- License revenues collected are tracking above straight line budget at 69.64%. Occupational license revenues collected are tracking ahead of expectation. Nearly all of the revenue is received in January when the licenses are due and staff anticipates a small amount throughout the spring for new builders to the area. Liquor licenses are due in May and processed after the public hearing.
- Municipal Court revenues collected are slightly above straight line budget at 28.02%. Staff will continue to monitor this revenue source closely throughout the year.

Expenditures:

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

- The Information Technology Department has replaced the majority of the computers scheduled for replacement, and has renewed 50% of the annual software maintenance agreements, putting it above straight line budget.
- The Economic Development Department is currently at 28.92% of straight line budget primarily due to the annual payment of membership fees.

Parks & Recreation Fund

Revenue:

Revenues are at 36.83% of budget 25% of the way through the year, normal for this time of the year with the collection of Property Taxes in December and January. Staff will monitor all revenue sources closely

Expenditures:

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

Enterprise Fund

Revenue:

Utility revenues as a whole are tracking at 24.33% of straight line budget. Staff will continue to monitor all utility revenue closely throughout the year.

Expenditures:

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

01 -GENERAL FUND
 FINANCIAL SUMMARY

| | PRIOR YEAR ENDING PO BAL. | PRIOR YEAR PO ADJUST. | REMAINING PRIOR YEAR PO BALANCE | CURRENT BUDGET | CURRENT PERIOD | YEAR TO DATE ACTUAL | TOTAL ENCUMBRANCE | BUDGET BALANCE | % OF BUDGET |
|---|------------------------------|--------------------------|---------------------------------------|----------------------|---------------------|------------------------|----------------------|----------------------|----------------|
| <u>REVENUE SUMMARY</u> | | | | | | | | | |
| <u>NON-DEPARTMENTAL</u> | | | | | | | | | |
| PROPERTY TAXES | 0.00 | 0.00 | 0.00 | 1,990,045.00 | 361,081.14 | 1,800,077.01 | 0.00 | 189,967.99 | 90.45 |
| FRANCHISE TAXES | 0.00 | 0.00 | 0.00 | 2,539,710.00 | 230,684.52 | 567,648.09 | 0.00 | 1,972,061.91 | 22.35 |
| SALES TAXES | 0.00 | 0.00 | 0.00 | 4,707,891.00 | 384,900.77 | 1,183,586.65 | 0.00 | 3,524,304.35 | 25.14 |
| FEES AND PERMITS | 0.00 | 0.00 | 0.00 | 645,897.00 | 14,255.76 | 128,251.60 | 0.00 | 517,645.40 | 19.86 |
| LICENSES | 0.00 | 0.00 | 0.00 | 128,292.00 | 13,070.00 | 89,338.00 | 0.00 | 38,954.00 | 69.64 |
| MUNICIPAL COURT | 0.00 | 0.00 | 0.00 | 272,574.00 | 27,344.48 | 76,376.57 | 0.00 | 196,197.43 | 28.02 |
| MISCELLANEOUS | 0.00 | 0.00 | 0.00 | 737,377.00 | 310,691.69 | 340,422.82 | 0.00 | 396,954.18 | 46.17 |
| TRANSFERS - INTERFUND | 0.00 | 0.00 | 0.00 | 2,093,890.00 | 154,680.34 | 464,041.02 | 0.00 | 1,629,848.98 | 22.16 |
| TOTAL NON-DEPARTMENTAL | 0.00 | 0.00 | 0.00 | 13,115,676.00 | 1,496,708.70 | 4,649,741.76 | 0.00 | 8,465,934.24 | 35.45 |
| <u>COVID-19</u> | | | | | | | | | |
| TOTAL REVENUES | 0.00 | 0.00 | 0.00 | 13,115,676.00 | 1,496,708.70 | 4,649,741.76 | 0.00 | 8,465,934.24 | 35.45 |
| <u>EXPENDITURE SUMMARY</u> | | | | | | | | | |
| NON-DEPARTMENTAL | 0.00 | 0.00 | 0.00 | 373,400.00 | 31,116.67 | 197,668.62 | 0.00 | 175,731.38 | 52.94 |
| ADMINISTRATION | 12,500.00 | 0.00 | 12,500.00 | 1,433,703.46 | 72,700.59 | 348,890.43 | 38,582.95 | 1,046,230.08 | 27.03 |
| INFORMATION TECHNOLOGY | 6,270.88 | 780.00 | 5,490.88 | 768,889.40 | 40,206.15 | 244,222.61 | 51,909.33 | 472,757.46 | 38.51 |
| ECONOMIC DEVELOPMENT | 0.00 | 0.00 | 0.00 | 168,601.00 | 28,996.33 | 48,654.04 | 109.46 | 119,837.50 | 28.92 |
| COMMUNITY DEVELOPMENT | 0.00 | 0.00 | 0.00 | 845,427.60 | 50,755.44 | 198,121.18 | 2,614.55 | 644,691.87 | 23.74 |
| ENGINEERING | 0.00 | 0.00 | 0.00 | 494,015.60 | 40,797.84 | 115,815.29 | 1,280.43 | 376,919.88 | 23.70 |
| STREETS | 1,100.01 | 0.00 | 1,100.01 | 897,094.32 | 73,895.70 | 167,919.81 | 33,015.09 | 696,159.42 | 22.40 |
| BUILDING & GROUNDS | 0.00 | 0.00 | 0.00 | 408,592.00 | 27,594.32 | 87,544.54 | 4,694.25 | 316,353.21 | 22.57 |
| STORMWATER | 0.00 | 0.00 | 0.00 | 367,466.00 | 21,092.09 | 63,788.42 | 0.99 | 303,676.59 | 17.36 |
| COURT | 0.00 | 0.00 | 0.00 | 173,948.00 | 12,006.97 | 36,152.10 | 1,056.29 | 136,739.61 | 21.39 |
| FINANCE | 0.00 | 0.00 | 0.00 | 900,306.92 | 81,457.40 | 214,113.12 | 8,824.10 | 677,369.70 | 24.76 |
| COMMUNICATIONS | 0.00 | 0.00 | 0.00 | 238,283.00 | 13,834.45 | 47,523.97 | 487.12 | 190,271.91 | 20.15 |
| PROSECUTING ATTORNEY | 0.00 | 0.00 | 0.00 | 24,400.00 | 2,000.00 | 4,000.00 | 2,000.00 | 18,400.00 | 24.59 |
| POLICE | 8,830.05 | 7,271.30 | 1,558.75 | 4,868,348.08 | 388,646.28 | 1,114,126.91 | 3,451.14 | 3,750,770.03 | 22.96 |
| EMERGENCY MANAGEMENT | 0.00 | 0.00 | 0.00 | 136,470.00 | 8,072.48 | 33,054.68 | 108.19 | 103,307.13 | 24.30 |
| TOTAL EXPENDITURES | 28,700.94 | 8,051.30 | 20,649.64 | 12,098,945.38 | 893,172.71 | 2,921,595.72 | 148,133.89 | 9,029,215.77 | 25.37 |
| REVENUES OVER/(UNDER) EXPENDITURES | (28,700.94) | 8,051.30 | (20,649.64) | 1,016,730.62 | 603,535.99 | 1,728,146.04 | (148,133.89) | (563,281.53) | 155.40 |

25 -PARK FUND
 FINANCIAL SUMMARY

| | PRIOR YEAR ENDING PO BAL. | PRIOR YEAR PO ADJUST. | REMAINING PRIOR YEAR PO BALANCE | CURRENT BUDGET | CURRENT PERIOD | YEAR TO DATE ACTUAL | TOTAL ENCUMBRANCE | BUDGET BALANCE | % OF BUDGET |
|---|------------------------------|--------------------------|---------------------------------------|---------------------|-------------------|------------------------|----------------------|----------------------|-----------------|
| <u>REVENUE SUMMARY</u> | | | | | | | | | |
| <u>NON-DEPARTMENTAL</u> | | | | | | | | | |
| <u>PARKS DIVISION</u> | | | | | | | | | |
| PROPERTY TAXES | 0.00 | 0.00 | 0.00 | 544,255.00 | 97,120.82 | 484,472.70 | 0.00 | 59,782.30 | 89.02 |
| MISCELLANEOUS | 0.00 | 0.00 | 0.00 | 32,896.00 | 0.00 | 0.00 | 0.00 | 32,896.00 | 0.00 |
| FACILITY RENTAL REVENUE | 0.00 | 0.00 | 0.00 | 17,575.00 | 270.00 | 710.00 | 0.00 | 16,865.00 | 4.04 |
| TRANSFERS - INTERFUND | 0.00 | 0.00 | 0.00 | 650,000.00 | 54,166.67 | 162,500.01 | 0.00 | 487,499.99 | 25.00 |
| TOTAL PARKS DIVISION | 0.00 | 0.00 | 0.00 | 1,244,726.00 | 151,557.49 | 647,682.71 | 0.00 | 597,043.29 | 52.03 |
| <u>RECREATION DIVISION</u> | | | | | | | | | |
| CONCESSION REVENUE | 0.00 | 0.00 | 0.00 | 62,000.00 | 0.00 | 92.75 | 0.00 | 61,907.25 | 0.15 |
| FACILITY RENTAL REVENUE | 0.00 | 0.00 | 0.00 | 33,560.00 | 1,464.00 | 4,502.00 | 0.00 | 29,058.00 | 13.41 |
| PROGRAM REVENUE | 0.00 | 0.00 | 0.00 | 273,225.00 | 32,350.00 | 33,535.00 | 0.00 | 239,690.00 | 12.27 |
| TOTAL RECREATION DIVISION | 0.00 | 0.00 | 0.00 | 368,785.00 | 33,814.00 | 38,129.75 | 0.00 | 330,655.25 | 10.34 |
| <u>CENTERVIEW</u> | | | | | | | | | |
| FACILITY RENTAL REVENUE | 0.00 | 0.00 | 0.00 | 79,050.00 | 5,220.00 | 9,490.00 | 0.00 | 69,560.00 | 12.01 |
| PROGRAM REVENUE | 0.00 | 0.00 | 0.00 | 9,760.00 | 259.00 | 1,173.50 | 0.00 | 8,586.50 | 12.02 |
| TOTAL CENTERVIEW | 0.00 | 0.00 | 0.00 | 88,810.00 | 5,479.00 | 10,663.50 | 0.00 | 78,146.50 | 12.01 |
| <u>RAYMORE ACTIVITY CENTER</u> | | | | | | | | | |
| MISCELLANEOUS | 0.00 | 0.00 | 0.00 | 2,505.00 | 0.00 | 0.00 | 0.00 | 2,505.00 | 0.00 |
| CONCESSION REVENUE | 0.00 | 0.00 | 0.00 | 2,000.00 | 0.00 | 0.00 | 0.00 | 2,000.00 | 0.00 |
| FACILITY RENTAL REVENUE | 0.00 | 0.00 | 0.00 | 16,825.00 | 2,040.00 | 3,552.50 | 0.00 | 13,272.50 | 21.11 |
| PROGRAM REVENUE | 0.00 | 0.00 | 0.00 | 219,425.00 | 7,808.00 | 15,674.00 | 0.00 | 203,751.00 | 7.14 |
| TOTAL RAYMORE ACTIVITY CENTER | 0.00 | 0.00 | 0.00 | 240,755.00 | 9,848.00 | 19,226.50 | 0.00 | 221,528.50 | 7.99 |
| TOTAL REVENUES | 0.00 | 0.00 | 0.00 | 1,943,076.00 | 200,698.49 | 715,702.46 | 0.00 | 1,227,373.54 | 36.83 |
| <u>EXPENDITURE SUMMARY</u> | | | | | | | | | |
| PARKS DIVISION | 0.00 | 0.00 | 0.00 | 1,104,449.49 | 82,925.27 | 240,899.60 | 1,765.98 | 861,783.91 | 21.97 |
| RECREATION DIVISION | 0.00 | 0.00 | 0.00 | 380,001.50 | 17,716.13 | 56,391.79 | 105.30 | 323,504.41 | 14.87 |
| CENTERVIEW | 0.00 | 0.00 | 0.00 | 141,134.96 | 7,906.46 | 26,088.46 | 389.64 | 114,656.86 | 18.76 |
| RAYMORE ACTIVITY CENTER | 0.00 | 0.00 | 0.00 | 301,166.54 | 19,146.38 | 56,190.41 | 5,394.60 | 239,581.53 | 20.45 |
| TOTAL EXPENDITURES | 0.00 | 0.00 | 0.00 | 1,926,752.49 | 127,694.24 | 379,570.26 | 7,655.52 | 1,539,526.71 | 20.10 |
| REVENUES OVER/(UNDER) EXPENDITURES | 0.00 | 0.00 | 0.00 | 16,323.51 | 73,004.25 | 336,132.20 | (7,655.52) | (312,153.17) | 2,012.29 |

50 -ENTERPRISE FUND
 FINANCIAL SUMMARY

| | PRIOR YEAR ENDING PO BAL. | PRIOR YEAR PO ADJUST. | REMAINING PRIOR YEAR PO BALANCE | CURRENT BUDGET | CURRENT PERIOD | YEAR TO DATE ACTUAL | TOTAL ENCUMBRANCE | BUDGET BALANCE | % OF BUDGET |
|------------------------------------|------------------------------|--------------------------|---------------------------------------|----------------------|-------------------|------------------------|----------------------|---------------------|----------------|
| <u>REVENUE SUMMARY</u> | | | | | | | | | |
| <u>NON-DEPARTMENTAL</u> | | | | | | | | | |
| MISCELLANEOUS | 0.00 | 0.00 | 0.00 | 162,300.00 | 1,066.13 | 3,386.55 | 0.00 | 158,913.45 | 2.09 |
| UTILITY REVENUE | 0.00 | 0.00 | 0.00 | 10,662,539.00 | 808,412.68 | 2,630,788.89 | 0.00 | 8,031,750.11 | 24.67 |
| TOTAL NON-DEPARTMENTAL | 0.00 | 0.00 | 0.00 | 10,824,839.00 | 809,478.81 | 2,634,175.44 | 0.00 | 8,190,663.56 | 24.33 |
| <u>COVID-19</u> | | | | | | | | | |
| <u>SRF SEWER BONDS</u> | | | | | | | | | |
| TOTAL REVENUES | 0.00 | 0.00 | 0.00 | 10,824,839.00 | 809,478.81 | 2,634,175.44 | 0.00 | 8,190,663.56 | 24.33 |
| <u>EXPENDITURE SUMMARY</u> | | | | | | | | | |
| NON-DEPARTMENTAL | 0.00 | 0.00 | 0.00 | 600,000.00 | 50,000.00 | 150,000.00 | 0.00 | 450,000.00 | 25.00 |
| WATER | 14,882.30 | 0.00 | 14,882.30 | 4,102,849.50 | 264,499.91 | 688,547.55 | 11,120.95 | 3,403,181.00 | 17.05 |
| SEWER | 0.00 | 0.00 | 0.00 | 4,289,702.50 | 197,498.44 | 808,203.77 | 7,145.60 | 3,474,353.13 | 19.01 |
| SOLID WASTE | 0.00 | 0.00 | 0.00 | 2,107,197.00 | 173,168.95 | 358,552.60 | 0.00 | 1,748,644.40 | 17.02 |
| TOTAL EXPENDITURES | 14,882.30 | 0.00 | 14,882.30 | 11,099,749.00 | 685,167.30 | 2,005,303.92 | 18,266.55 | 9,076,178.53 | 18.23 |
| REVENUES OVER/(UNDER) EXPENDITURES | (14,882.30) | 0.00 | (14,882.30) | (274,910.00) | 124,311.51 | 628,871.52 | (18,266.55) | (885,514.97) | 222.11- |

Investment Monthly Report

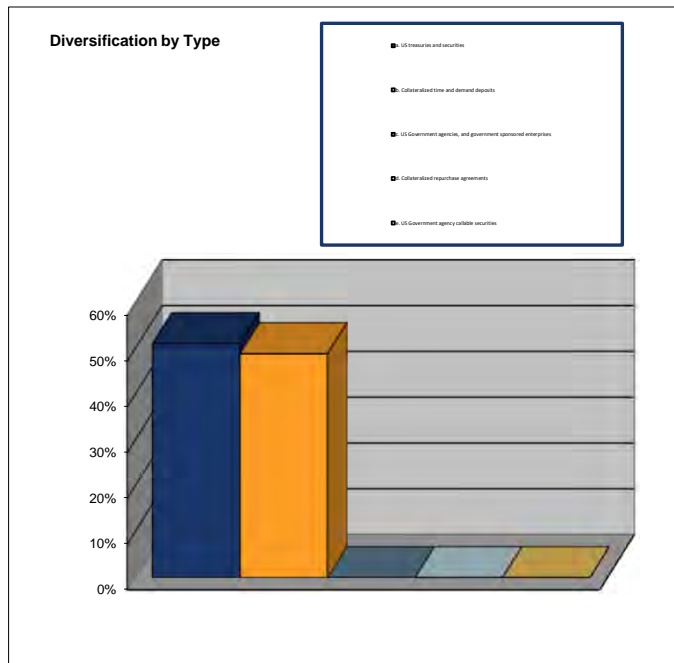
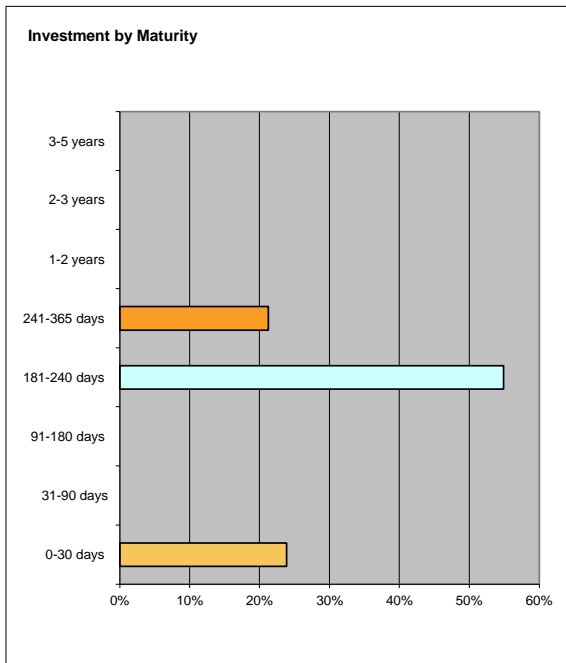
Investments Held at 01/31/2024

| Purchase Date | Receipt # | Institution | Description | Restricted | Maturity Date | Principal | Par ** | Yield | Market* | Premium (Discount) |
|-------------------------|-----------|-------------|---------------------------|----------------|---------------|----------------------|----------------------|--------|----------------------|---------------------|
| 12/21/23 | | CBR | CD | | 12/21/24 | 2,000,000.00 | 2,000,000.00 | 5.1000 | 2,000,000.00 | NA |
| 12/21/23 | | CBR | CD | | 12/21/24 | 2,000,000.00 | 2,000,000.00 | 5.1000 | 2,000,000.00 | NA |
| 10/18/12 | | MOSIP | MOSIP POOLE- GENERAL FUND | | NA | 2,248,799.55 | 2,248,799.55 | 4.1600 | 2,248,799.55 | NA |
| 06/03/16 | | MOSIP | MOSIP POOLE- GENERAL FUND | | NA | 1,077,377.81 | 1,077,377.81 | 4.1600 | 1,077,377.81 | NA |
| 09/01/16 | | MOSIP | MOSIP POOLE- GENERAL FUND | | NA | 1,168,852.76 | 1,168,852.76 | 4.1600 | 1,168,852.76 | NA |
| 08/10/23 | 296022720 | COMMERCE | US TREASURY | | 08/08/24 | 2,061,784.18 | 2,170,000.00 | 5.2100 | 2,061,784.18 | (108,215.82) |
| 08/14/19 | 901472 | CBR | CD | Fund 50 | 08/25/24 | 717,373.06 | 717,373.06 | 0.2000 | 717,373.06 | NA |
| 09/13/23 | 296022895 | COMMERCE | US TREASURY | | 09/05/24 | 1,999,990.41 | 2,105,000.00 | 5.3140 | 1,999,990.41 | (105,009.59) |
| 08/10/23 | 296022721 | COMMERCE | US TREASURY | JUSTICE CENTER | 08/08/24 | 5,566,817.29 | 5,859,000.00 | 5.2100 | 5,566,817.29 | (292,182.71) |
| Investment Total | | | | | | 18,840,995.06 | 19,346,403.18 | | 18,840,995.06 | (505,408.12) |

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

Average Annual Rate of Return: **4.7564**

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



Listing of Investments Matured During the Month

| Month | Receipt # | Institution | Description | Restricted | Maturity Date | Principal | Par ** | Yield | Days Held |
|-------|-----------|-------------|-------------|------------|---------------|-----------|--------|-------|-----------|
|-------|-----------|-------------|-------------|------------|---------------|-----------|--------|-------|-----------|

Average Rate of Return on Maturities:

January Grant Summary

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

| Current Grant Awards: | Grantor | Award Amt. / Match Required | Eligible Amount Expended to Date | Awards/ Reimbursements Rec'd. to Date | Grant Deadline |
|--|--|-----------------------------|----------------------------------|---------------------------------------|----------------|
| Police: | | | | | |
| State & Community Hwy. Safety Grant - DWI (Oct. 2023 - Sept. 2024) | MoDOT (Traffic & Hwy. Safety Division) | \$11,037 (no match) | \$1,399.52 | \$1,399.52 | 09/30/24 |
| State & Community Hwy. Safety Grant - HMV (Oct. 2023 - Sept. 2024) | MoDOT (Traffic & Hwy. Safety Division) | \$5,750 (no match) | \$1,335.10 | \$1,335.10 | 09/30/24 |
| Bulletproof Vest Partnership (Sept. 2019 - Aug. 2022) | DOJ | \$5,398 (50% match) | \$6,246.01 | \$6,246.01 | 08/31/24 |
| Parks: | | | | | |
| | | | | | |
| Emergency Management: | | | | | |
| Emergency Mgmt. Performance Grant - 2024 (July 2023 - June 2024) | FEMA | \$32,008.28 (50% match) | \$15,299.58 | \$15,299.58 | 06/30/24 |
| Cares Act - COVID19 | Cass County | | \$1,124,198 | \$1,124,198 | 12/31/20 |
| American Rescue Plan Act (ARPA) | State of MO - Office of Administration | \$4,478,428.98 | \$4,502,163.68 | \$4,502,163.68 | 12/31/26 |
| Community Development: | | | | | |
| Community Development | AARP | \$15,000 | \$12,349.52 | \$15,000.00 | 11/05/18 |

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

Consent Agenda

THE RAYMORE CITY COUNCIL MET IN REGULAR SESSION ON MONDAY, FEBRUARY 12, 2024, IN COUNCIL CHAMBERS AT 100 MUNICIPAL CIRCLE, RAYMORE, MISSOURI. MEMBERS PRESENT: MAYOR TURNBOW, COUNCILMEMBERS ABDELGAWAD, BAKER, BARBER, BURKE III, FORSTER, HOLMAN, AND TOWNSEND. ALSO PRESENT: CITY MANAGER JIM FEUERBORN, CITY ATTORNEY JONATHAN ZERR, AND RECORDING SECRETARY MICHELE BRUNGARDT.

1. Call to Order

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

2. Roll Call

Recording Secretary Michele Brungardt called roll; quorum present to conduct business. Councilmember Engert was absent.

3. Pledge of Allegiance

4. Presentation/Awards

City Auditor Matt Partridge, Dana F. Cole & Co., reviewed the FY 2023 Financial Statements and the recently completed annual audit. He thanked Finance Director Elisa Williams and Senior Accountant Rachel Williams for their assistance in the audit process. He stated the City was awarded the GFOA Certificate of Achievement for Financial Reporting for the 13th year in a row.

5. Personal Appearances

6. Staff Reports

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

Chief of Police Jim Wilson reviewed the annual report included in the packet. He reviewed the radar signs placed around the City and announced the Citizen's Academy is currently accepting applications until March 5 for the session beginning on March 12. He answered questions from Council.

City Manager Jim Feuerborn announced items for the work session on February 19. He also noted receiving the GFOA Certificate of Achievement for Financial Reporting for the 13th year in row and congratulated the Finance Department.

7. Committee Reports

8. Consent Agenda

A. City Council Meeting minutes, January 22, 2024

- B. Approval of Safety Traffic Enforcement Program**
 - a. Resolution 24-06: Overtime Hazardous Moving Violation Enforcement**
 - b. Resolution 24-07: Overtime DWI Enforcement**
- C. Resolution 24-05: Salt Dome Pad Replacement Project - Acceptance and Final Payment**
- D. Resolution 24-09: 2022 Street Preservation Project - Acceptance and Final Payment**
- E. Resolution 24-11: 2023 Street Preservation Project - Acceptance and Final Payment**
- F. Resolution 24-12: Appointment of Loren Shanks to the Planning and Zoning Commission**
- G. Resolution 24-13: Appointment of Gary Graves to the Arts Commission**

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 | Absent |
| | Councilmember Forster | Aye |
| | Councilmember Holman | Aye |
| | Councilmember Townsend | Aye |

9. Unfinished Business

A. 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."

Recording Secretary Michele Brungardt conducted the second reading of Bill 3873 by title only.

MOTION: By Councilmember Abdelgawad, second by Councilmember Townsend to approve the second 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 | Absent |
| | Councilmember Forster | Aye |
| | Councilmember Holman | Aye |
| | Councilmember Townsend | Aye |

Mayor Turnbow announced the motion carried and declared Bill 3873 as **Raymore City Ordinance 2024-007**.

10. New Business

A. Creekside Ranch Annexation

BILL 3875: "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 46 N, 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."

Recording Secretary Michele Brungardt conducted the first reading of Bill 3875 by title only.

Project Engineer Matt Schlicht, Engineering Solutions, 50 SE 30th Street, Lee's Summit, MO, reviewed the proposed annexation, rezoning, and preliminary plat for the Creekside Ranch subdivision. The subdivision will consist of 22 3-acre lots and one 10-acre lot.

Mayor Turnbow asked Mr. Schlicht if there was parkland dedication associated with this project. Mr. Schlicht stated that the project included a fee in lieu of parkland component.

Development Services Director David Gress reviewed the information included in the Council packet. 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.

MOTION: By Councilmember Abdelgawad, second by Councilmember Townsend to approve the first reading of Bill 3875 by title only.

DISCUSSION: None

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

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

BILL 3876: "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 46 North, RANGE 32 WEST, CASS COUNTY, MISSOURI."

Recording Secretary Michele Brungardt conducted the first reading of Bill 3876 by title only.

Mayor Turnbow opened the public hearing at 6:25 p.m. and called for a staff report.

Development Services Director David Gress reviewed the information included in the Council packet. 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. As this is a public hearing, he noted that this public hearing was properly advertised in the January 24, 2024 North Cass Herald newspaper and requested the following documents be entered into the record: mailed notices to property owners, notice of publication, Unified Development Code, application, Growth Management Plan, and staff report. A Preliminary Plat would be required to be approved for the property prior to any major development activity. A Good Neighbor meeting was held on January 11, 2024, with 9 surrounding residents in attendance; their questions and staff answers are included in the council packet. At its January 16, 2024 meeting, the Planning and Zoning Commission voted 8-0 to accept the proposed findings of fact and forward to the City Council for consideration.

Mayor Turnbow opened the floor for public comment. Hearing none, he closed the public hearing at 6:28 p.m.

MOTION: By Councilmember Abdelgawad, second by Councilmember Townsend to approve the first reading of Bill 3876 by title only.

DISCUSSION: None

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

C. Creekside Ranch Preliminary Plat (public hearing)

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 46 North, RANGE 32 WEST, RAYMORE, CASS COUNTY, MISSOURI."

Recording Secretary Michele Brungardt conducted the reading of Resolution 24-08 by title only.

Mayor Turnbow opened the public hearing at 6:29 p.m. and called for a staff report.

Development Services Director David Gress reviewed the information included in the Council packet. 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. As this is a public hearing, he noted that this public hearing was properly advertised in the January 24, 2024 North Cass Herald newspaper and requested the following documents be entered into the record: mailed notices to property owners, notice of publication, Unified Development Code, application, Growth Management Plan, and staff report. At its January 16, 2024 meeting, the Planning and Zoning Commission voted 8-0 to accept the proposed findings of fact and forward to the City Council for consideration.

Councilmember Holman asked if there would be a Homeowners Association. Mr. Gress stated there has been discussion, but those details would be included in the final plat application.

Mr. Gress stated the Park Board determined that a fee in lieu of parkland would be appropriate for this project.

Mayor Turnbow opened the floor for public comment. Hearing none, he closed the public hearing at 6:32 p.m.

MOTION: By Councilmember Abdelgawad, second by Councilmember Townsend to approve the reading of Resolution 24-08 by title only.

DISCUSSION: None

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

D. Authorizing Special Obligation Bonds, Series 2024

BILL 3877: "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."

Recording Secretary Michele Brungardt conducted the first reading of Bill 3877 by title only.

Finance Director Elisa Williams reviewed the information included in the Council packet. 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 on March 5, 2024 and Piper, Sandler & Co. will be serving as the City's financial advisor.

City Manager Jim Feuerborn reviewed the ratings calls for the bond issues and noted an additional call is scheduled with Moody's for clarification on the project.

MOTION: By Councilmember Abdelgawad, second by Councilmember Townsend to approve the first reading of Bill 3877 by title only.

DISCUSSION: Councilmember Abdelgawad thanked staff for finding the funding for the trail system improvements.

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

E. Ward Road Payment Approval (emergency reading)

BILL 3874: "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."

Recording Secretary Michele Brungardt conducted the first reading of Bill 3874 by title only.

City Attorney Jonathan Zerr reviewed the information included in the Council packet. As part of the most recent General Obligation bond issue, the City committed to completing certain 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 from 16 property owners. 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. 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. 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.

City Manager Jim Feuerborn stated the new construction bid came in \$1,126,000 higher than the original bid package.

MOTION: By Councilmember Abdelgawad, second by Councilmember Townsend to approve the first reading of Bill 3874 by title only.

DISCUSSION: Mayor Turnbow and Councilmembers thanked Mr. Zerr for his efforts on this project.

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

Mayor Turnbow declared Bill 3874 as an emergency and called for the second reading in its entirety.

Recording Secretary Michele Brungardt conducted the second reading of Bill 3874 in its entirety.

MOTION: By Councilmember Abdelgawad, second by Councilmember Townsend to approve the second reading of Bill 3874 in its entirety.

DISCUSSION: None

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

Mayor Turnbow announced the motion carried and declared Bill 3874 as **Raymore City Ordinance 2024-008.**

F. Senate Bill 190 Resolution

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.”

Recording Secretary Michele Brungardt conducted the reading of Resolution 24-14 by title only.

City Manager Jim Feuerborn reviewed the information included in the Council packet. 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 its February 5 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 consideration that would respectfully request that the Cass County Commission refrain from taking any action imposing this legislation. He reviewed conversations with Presiding Commissioner Huston, stating that this Resolution would open the dialogue regarding SB190.

Mayor Turnbow added that the Raymore-Peculiar School District has had conversations with the County regarding their concerns, as well.

MOTION: By Councilmember Abdelgawad, second by Councilmember Townsend to approve the reading of Resolution 24-014 by title only.

DISCUSSION: Councilmember Abdelgawad noted there was extensive conversation on this topic at the last work session.

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

11. Public Comment

12. Mayor/Council Communication

Mayor Turnbow and Councilmembers congratulated staff on being awarded the GFOA Certificate of Achievement for Financial Reporting for the 13th year, thanked the citizen volunteers that were appointed, and congratulated the Kansas City Chiefs on winning the Superbowl.

MOTION: By Councilmember Abdelgawad, second by Councilmember Townsend to adjourn to Executive Session to discuss litigation and personnel matters as authorized by §610.021(1)(3).

| | | |
|------------------------|--------------------------|--------|
| ROLL CALL VOTE: | Councilmember Abdelgawad | Aye |
| | Councilmember Baker | Aye |
| | Councilmember Barber | Aye |
| | Councilmember Burke III | Aye |
| | Councilmember Engert | Absent |
| | Councilmember Forster | Aye |
| | Councilmember Holman | Aye |
| | Councilmember Townsend | Aye |

The regular meeting of the Raymore City Council adjourned to Executive Session at 7:01 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 | Absent |
| | Councilmember Forster | Aye |
| | Councilmember Holman | Aye |
| | Councilmember Townsend | Aye |

The regular meeting of the Raymore Council adjourned at 7:28 p.m.

Respectfully submitted,

Michele Brungardt
Recording Secretary

RESOLUTION 24-10

"A RESOLUTION OF THE CITY OF RAYMORE, MISSOURI, ACCEPTING THE 2023 I&I 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 Inflow & Infiltration Project is accepted.

Section 2. The final payment in the amount of \$2,190.64 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 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

Unfinished 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.

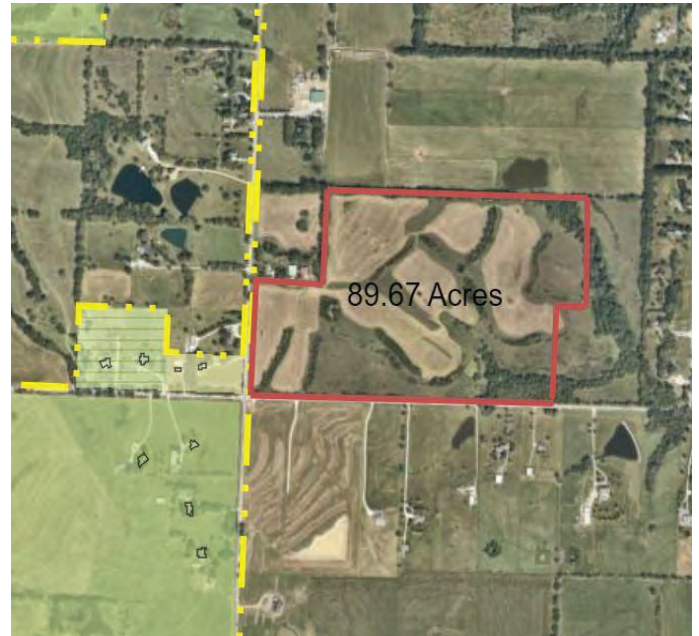


ZONING AND LAND USE SUMMARY -

| 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.

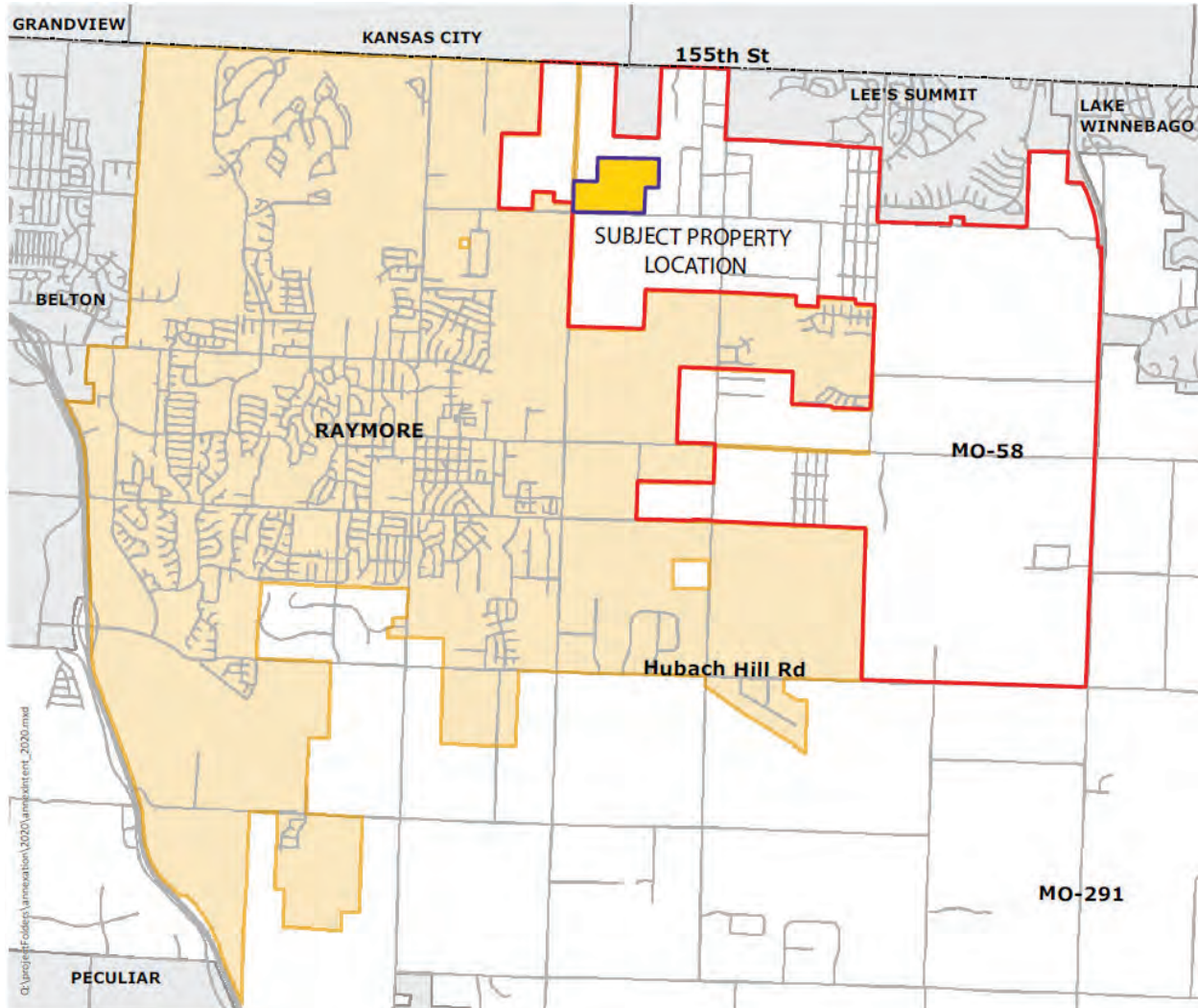
CITY CODE REQUIREMENTS:

- 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)

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

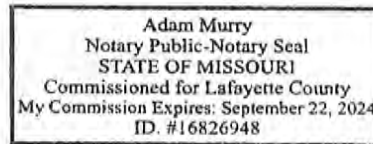
By: Adiboto

By: LISA DELIBORO, MEMBER

APPLICANTS

Subscribed and sworn to me on this
the 9 day of February 2024
in the County of Lafayette,
State of Missouri.

Stamp:



Notary Public: [Signature] My Commission Expires: 9-22-24

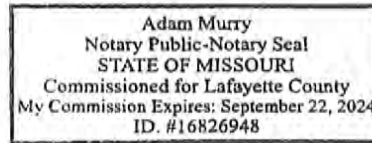
By: _____

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



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

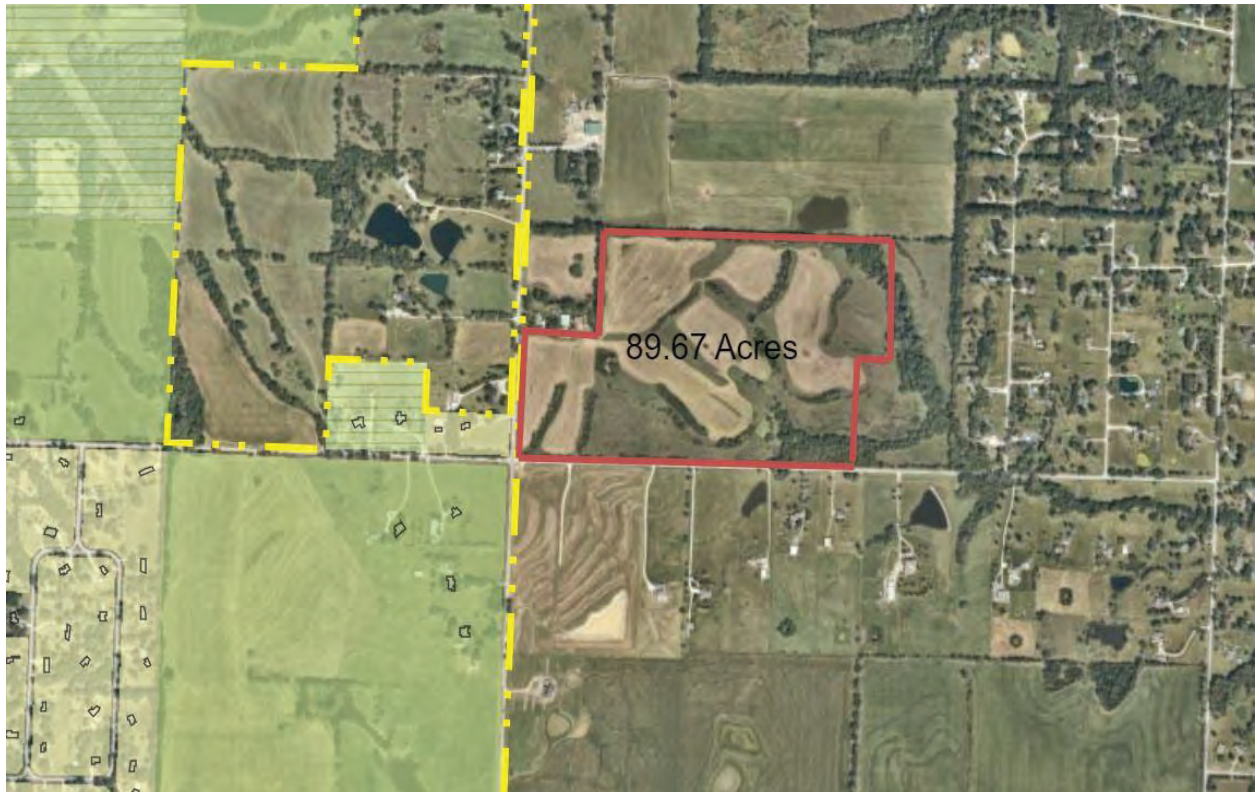
**Applicant/
Property Owner:** Lisa Delibero Trust
4500 SW Raintree Dr.
Lee's Summit, MO 64082

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.



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**

**ORDINANCE
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- Exhibit A – Form of Bonds
- Exhibit B – Description of Project
- 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.

[remainder of page intentionally left blank]

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 do 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 <u>June 1</u> | Principal <u>Amount</u> | Interest <u>Rate</u> |
|-----------------------------------|------------------------------------|---------------------------------|
|-----------------------------------|------------------------------------|---------------------------------|

Term Bonds

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

New Business



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: February 26, 2024

SUBMITTED BY: Mike Krass

DEPARTMENT: Public Works

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

TITLE / ISSUE / REQUEST

Bill 3879: Ward Road Construction Project

STRATEGIC PLAN GOAL/STRATEGY

2.2.2 Create and maintain a well connected transportation network

FINANCIAL IMPACT

| | |
|-----------------------------|----------------------|
| Award To: | VF Anderson Builders |
| Amount of Request/Contract: | \$5,718,688.09 |
| Amount Budgeted: | \$5,998,404.00 |
| Funding Source/Account#: | 2020 GO Bond |

PROJECT TIMELINE

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

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

Contract

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

The Ward Road Construction project entails upgrading the roadway from 163rd Street to 58 Highway. This project includes curbs, gutters, stormwater improvements, a new bridge, streetlights, and a multi-use pathway along the east side and sidewalk connection on the west side.

Bids were received for the Ward Road Construction project on February 8, 2024 as follows:

| Bidder | Base Bid | Alt 1 | Total |
|-----------------------|----------------|---------------|----------------|
| VF Anderson Builders | \$5,526,424.63 | \$192,263.46 | \$5,718,688.09 |
| Phillips Hardy | \$5,980,875.00 | \$182,993.90 | \$6,163,868.90 |
| Pyramid Contractors | \$6,089,774.25 | \$111,874.00 | \$6,201,648.25 |
| Radmacher Bros | \$6,484,376.80 | \$171,806.50 | \$6,656,183.30 |
| Clarkson Construction | \$7,164,303.80 | \$(87,741.18) | \$7,076,562.62 |
| Superior Bowen | \$7,405,429.20 | \$192,183.55 | \$7,597,912.75 |
| Genesis Environmental | \$9,155,150.56 | \$358,715.99 | \$9,513,866.55 |

VF Anderson Builders is the lowest and best bidder in the amount of \$5,718,688.09.

BILL 3879

ORDINANCE

“AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH VF ANDERSON BUILDERS FOR THE WARD ROAD CONSTRUCTION PROJECT, CITY PROJECT NUMBER 24-360-201, IN THE AMOUNT OF \$5,718,688.09 AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS.”

WHEREAS, this project is included in the FY 2020 Capital Budget; and,

WHEREAS, bids for this project were received on February 8, 2024; and,

WHEREAS, VF Anderson Builders has been determined to be the lowest and best bidder.

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

Section 1. The City Manager is directed to enter into a contract in the amount of \$5,718,688.09 with VF Anderson Builders for the Ward Road Construction project, attached as Exhibit A.

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

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

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

DULY READ THE FIRST TIME THIS 26TH DAY OF FEBRUARY, 2024.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 11TH DAY OF MARCH, 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



CITY OF RAYMORE
CONTRACT FOR SERVICES

Ward Road Construction

This Contract for the Ward Road Construction Project, hereafter referred to as the **Contract** is made this 11th day of March, 2024, between VF Anderson Builders an entity organized and existing under the laws of the State of Missouri, with its principal office located at 19204 East 231st Street, Harrisonville, MO 64701, hereafter referred to as the **Contractor**, and The City of Raymore, Missouri, a Charter City organized and existing under the laws of the State of Missouri, with its principal office located at 100 Municipal Circle, Raymore, Missouri, hereafter referred to as the **City**.

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

This contract is effective as of March 11, 2024 and coincidental with the City Manager's signature and attestation by the City Clerk and shall remain in effect as described within the attachments.

ARTICLE I
THE WORK

Contractor agrees to perform all work and provide all materials as specified in Request for Proposal 24-360-201 and the General Terms and Conditions in Appendix C, commonly referred to as Contract Terms and Conditions and according to Contract Agreement set forth here. Contractor agrees to provide all labor, materials, tools, permits, and/or professional services and perform the contracted work in accordance with all specifications, terms and conditions as set forth within the proposal documents, including bonding, insurance, prevailing wage requirements, and termination clauses as needed or required. The work as

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

ARTICLE II TIME OF COMMENCEMENT AND COMPLETION

The work shall take a maximum of **210** calendar days. The date of substantial completion shall be that date when the project or portions of the project are officially accepted by the Owner through formal action of the City Council for utilization of the project for its intended purpose. The City shall be the sole determiner as to the fulfillment of the work as described.

ARTICLE III CONTRACT SUM AND PAYMENT

The Contractor agrees to perform all work described in the Contract Documents in the amount of \$5,718,688.09. Total amount includes Base Bid: \$5,526,424.63 and Alt 1: \$192,263.46.

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

The City Manager has the authority for change orders.

ARTICLE IV CONTRACT PAYMENTS

The City agrees to pay the Contractor for the completed work as follows: 95% of contract shall be paid within thirty (30) days of substantial completion of each section of this proposal – inspection and remediation, walk-through and acceptance by the City; a 5% retainage will be held until acceptance of the project by the Raymore City Council, at which time final payment will be made. The project will not be submitted to the City Council for acceptance until turf has been re-established in accordance with Appendix A, Scope of Services and Special Provisions, Section 8 Measurement and Payment Paragraph T Permanent Seeding. Any monies not paid to the Contractor when due will bear interest at the rate of one and one-half percent (1 -1/2 %) per month, from the date such payment is due. However, if any portion of the work remains to be completed or corrected at the time payment is due, the City may retain sufficient funds to cover the City Engineer's estimated value of the work not completed or twenty percent (20%) of the contract amount, whichever is greater, exempt from interest, to be paid when such listed items are corrected or completed.

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

The Contractor agrees that the City may withhold any and all payment for damage or destruction, blatant or otherwise, incurred to the City's property caused by poor performance or defective equipment or materials or personnel employed or utilized

by the Contractor. Additionally, it is agreed the Contractor shall also be liable to the City for replacement of materials or services occasioned by such breach.

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

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

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

ARTICLE V INSURANCE REQUIREMENTS

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

ARTICLE VI DAMAGES/DELAYS/DEFECTS

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

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

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

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

Contractor shall immediately report, to the City, or a duly authorized representative, any accident whatsoever arising out of the performance of this contract, especially those resulting in death, serious injury or property damage. Contractor must provide full details and statements from any witnesses.

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

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

ARTICLE VII
 RESPONSIBILITIES

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

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

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

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

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

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

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

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

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

ARTICLE VIII CANCELLATION AND/OR TERMINATION OF AGREEMENT

With Cause – If Contractor fails to perform his duties as specified in this contract, the City through its appointed representative shall notify the Contractor to correct

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

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

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

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

ARTICLE IX ARBITRATION

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

ARTICLE X WARRANTY

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

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

ARTICLE XI REQUIRED SAFETY TRAINING

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

ARTICLE XII
NOTICE OF PENALTIES FOR FAILURE
TO PROVIDE SAFETY TRAINING

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

ARTICLE XIII
AFFIDAVIT of WORK AUTHORIZATION

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

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

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

ARTICLE XIV
ENTIRE AGREEMENT

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

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

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

THE CITY OF RAYMORE, MISSOURI

By: _____
Jim Feuerborn, City Manager

Attest: _____
Erica Hill, City Clerk

(SEAL)

VF ANDERSON BUILDERS

By: _____

Title: _____

Attest: _____

APPENDIX A

SCOPE OF SERVICES AND SPECIAL PROVISIONS

SCOPE OF SERVICES:

Construction of Ward Road Improvements 163rd Street to MO-58.

- 3-span, 63'-6" continuous concrete solid slab span bridge with concrete approach slabs over Alexander Creek
- 36,681 square yards of Cement Stabilization
- 32,866 square yards of asphalt surfacing
- 13,955 linear feet of curb and gutter
- 7,533 feet of HDPE and RCP storm sewer
- 77 Curb Inlets
- 7,991 square yards of Multi-Use Trail

1) SPECIFICATIONS WHICH APPLY

The performance of the work, the materials required, the basis of measurement and the basis for payment for the various portions of the work shall be in accordance with the appropriate sections of the Kansas City Metropolitan Chapter of the American Public Works Association "Standard Specifications and Design Criteria" current edition, except as modified or added to by these Special Provisions, 2021 **Missouri Standard Specifications for Highway Construction and revisions effective January 1, 2022**, and the current contract document entitled "Standard Contract Documents and Technical Specifications & Design Criteria for Utility and Street Construction, City of Raymore, Missouri" 2019 and all subsequent revisions. If a conflict exists between the specifications, the more stringent shall prevail.

2) PROJECT AWARD

Award of this project will be based upon the sum of the bid schedules for only the Reconstruction of Ward Road, with or without consideration of any alternatives.

The Contractor is required to complete the bid schedule for the PWSD NO.3 Cass County, Missouri Ward Road Water Line Replacement PWSD Project No. 0321052.0. Award of the waterline replacement is subject to approval by the Water District Board of Directors.

The Contractor, however, shall take special consideration of the "Information for Bidders" section of the project contract documents; in particular, Evaluation of Bids in submitting their unit prices.

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

3) PROJECT COMPLETION AND SCHEDULE

It is expected that the Award of Contract shall be issued in April 2024.

General Conditions, Section 17.02 of the "Standard Contract Documents and Technical Specifications & Design Criteria for Utility and Street Construction, City of Raymore, Missouri" 2019 shall be amended to include the following:

Contractor shall complete work within **210** calendar days of execution of the Notice to Proceed.

4) ENGINEER

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

5) GENERAL CONDITIONS

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

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

6) PROJECT SPECIAL REQUIREMENTS

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

It is the intent of the proposal that the total bid, as submitted, shall cover all work.

Dynamic Pile Testing: See Appendix D.

7) PUBLIC RELATIONS

a) NOTIFICATION OF PROPERTY OWNERS

i) Handbill Notification

ii) The Contractor shall provide 48 hours advance notification to Commercial/Retail properties and Residential property owners adjacent to the work, including those properties on Ward Road, and also those properties accessed thru Sierra Drive, Chateau Pl., Alexander Creek Dr., and any other properties that may be affected by the project. Separate notifications shall be made to each property owner of the actual work scheduled, as approved by

the Project Engineer. Work not completed on the schedule shall require new notices.

- iii) Contractor shall endeavor to Commercial/Retail properties in person.
- iv) The notice shall state the following:
 - § Time and date the sidewalk, street, and/or driveway will be closed and when it will be reopened.
 - § What to expect in case of unexpected delay, i.e., weather, mechanical problems (Contractor shall redistribute updated notifications when delayed).
 - § Name of Contractor
 - § Name of Superintendent
 - § Contractor's Phone Number.
 - § Temporary Parking or other provisions required.
 - § People with special needs shall contact the contractor to arrange accommodations.

A sample handbill shall be submitted a minimum of 10 days prior to beginning work for review and approval. Owner reserves the right to modify handbill notices and procedures

- v) Handbill Notification Log
 - (i) The Contractor shall maintain an electronic log documenting distribution of handbills. Log shall include date of distribution, time of distribution, information included on the handbill, and proof of distribution. Entries in log shall be included for each distribution. A copy of the log shall be provided to the Project Inspector on not less than a weekly basis, or as requested

No work shall be performed without proper notifications.

b) CITIZEN PHONE CALL RESPONSE

- i) Phone Number
 - 1. The Contractor shall provide a single point of contact on all correspondence with residents. The phone number shown shall be the same on all correspondence.
- ii) Phone Operator
 - 1. The Contractor shall provide a staff member to answer the phone number listed on citizen correspondence. The phone shall be answered in person, between the hours of 7:00 AM and 6:00 PM, Monday thru Friday, excluding City holidays, by an operator familiar with the work, daily project schedule and capable of immediately answering questions and concerns posed by residents. If weekend work is scheduled, the operator shall also work concurrently.
 - 2. After hours calls shall be received by an automated attendant indicating the correct number has been reached to pose questions for the Project. Questions shall be recorded and returned within the next business day.
- iii) Phone Call Log

The phone operator shall maintain an electronic log of all phone calls received. The log shall include the following information for each call received including answering machine messages:

- Date / Time of Call
- Name & Address of Citizen
- Name of Operator
- Brief Synopsis of Concern & Operator Response
- Description of action required by Contractor or City to address Citizen's concern.
- Date Action Completed

A copy of the log shall be provided to the Project Inspector on not less than a weekly basis, or as requested

iv) Contractor Log

The contractor shall maintain a log of interactions with the public while on-site. The log shall include the following information for each incident:

- Date / Time of Incident
- Name & Address of Citizen
- Name of contractor personnel
- Brief Synopsis of Concern & Operator Response
- Description of action required by Contractor or City to address Citizen's concern.
- Date Action Completed

A copy of the log shall be provided to the Project Inspector on not less than a weekly basis, or as requested

c) PUBLIC MEETINGS

The contractor shall attend a minimum of 2 public meetings, and council or other meetings, as requested by the owner to discuss the project with stakeholders.

8) MEASUREMENT AND PAYMENT

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

Estimated Quantities. All estimated quantities stipulated in the Proposal Form or other Contract Documents are approximate and are to be used only (a) as a basis for estimating the probable cost of the Work and (b) for the purpose of comparing the Proposals submitted for the Work. The actual amounts of work performed, and materials furnished under unit price items may differ from the

estimated quantities. The basis of payment for work and materials will be the actual amount of work done and materials furnished, except as otherwise noted. Contractor agrees that it will make no claim for damages, anticipated profits, or otherwise on account of any difference between the amounts of work actually performed and materials actually furnished and the estimated amounts therefore.

Testing required by the Contractor shall be subsidiary to other items of the Contract Documents. No separate payment will be made, except for Dynamic Pile Testing as noted in the Bridge Bid Items Paragraph.

A. Bridge Bid Items – Work for bridge bid items shall be performed in accordance with the “Missouri Standard Specifications for Highway Construction” dated 2021 and effective letting date of January 1, 2022, as amended or supplemented herein. The following bid items are bridge bid items:

- CLASS 1 EXCAVATION
- REMOVAL OF BRIDGES
- BRIDGE APPROACH SLAB (MINOR ROAD)
- GALVANIZED STRUCTURAL STEEL PILES (12")
- PRE-BORE FOR PILING
- PILE POINT REINFORCEMENT
- DYNAMIC PILE TESTING
- CLASS B-1 CONCRETE (SUBSTRUCTURE)
- CLASS B-2 CONCRETE (SUPERSTRUCTURE SOLID SLAB)
- TYPE D BARRIER
- PEDESTRIAN FENCE (72") (STRUCTURES)
- REINFORCING STEEL (EPOXY COATED)
- GALVANIZED FABRICATED STRUCTURAL CARBON STEEL (MISC.)
- VERTICAL DRAIN AT END BENTS

A.1 Structural steel materials will be accepted on the basis of certification of compliance and substantiating test reports furnished by manufacturers and/or fabricators.

A.2 Provisions shall be made to prevent any debris and material from falling into the waterway. If determined necessary by the Engineer, any debris and material that falls below the bridge outside the previously specified limits shall be removed as approved by the Engineer at the Contractor's expense.

A.3 Provisions shall be made to prevent damage to any existing utilities. Any damage sustained to the utilities as a result of the Contractor's operations shall be the responsibility of the Contractor. All costs of repair and disruption of service shall be as determined by the utility owners and as approved by the Engineer.

A.4 All project sampling and testing of materials related to the bridge bid items will be performed by a consultant employed by the Contractor and at the Contractor's expense according to the requirements of the current Local Public Agency Manual, provided by the Missouri Highway &

Transportation Commission. The consultant employed by the Contractor for project sampling and testing of materials will be approved by the Engineer. Material sampling and testing documentation will be submitted to the Engineer prior to acceptance. Material acceptance will be made by the Engineer.

B. Mobilization, Bonds, and Insurance: Mobilization, Bonds and Insurance will be considered a lump sum item for payment. Payment shall be made on the schedule enclosed in the bid documents.

C. Construction Staking and Survey Controls: Construction Staking and Survey Controls shall be paid as a lump sum item in accordance with the following table. The unit cost for this item shall include all labor, equipment and materials to develop and establish necessary control, detail dimensions, slope stakes and measurements required for proper layout and performance of the work. The contractor is responsible for all re-staking.

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

D. Site Preparation: Site Preparation shall be considered a lump sum item for payment. The unit cost for this line item shall include all labor, materials and equipment necessary to prepare the site for construction as per plan. This includes any necessary Demolition and Removal and disposal of existing improvements, shown or not shown on the plans, and Clearing and Grubbing of site necessary to complete the project.

E. Unclassified Excavation: All excavation will be considered as Unclassified and no additional payment shall be made for rock excavation. All unsuitable or unused materials will be removed from the site at the expense of the contractor. The work provided herein will not be measured for payment but will be considered a plan quantity. Exceptions will be made on a measured quantity basis as defined in the applicable specification for the described. Unclassified Excavation will be paid for at the contract unit price and will be considered full compensation.

F. Embankment: The embankments shall be constructed using suitable materials, as defined in the specifications, procured from excavations made

on the project site or from contractor provided borrow areas as required to complete the grading work. Borrow areas, hauling, and all incidentals shall be considered subsidiary to embankment. No adjustment has been made to earthwork quantities for swell and shrinkage resulting from excavating cut and compacting fill. The work provided herein will not be measured for payment but will be considered a plan quantity. Exceptions will be made on a measured quantity basis as defined in the applicable specification for the described. Embankment will be paid for at the contract unit price and will be considered full compensation.

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

H. Storm Sewer Pipe: Storm Sewer Pipe items shall be paid for at the unit bid price per linear foot. The unit bid prices for these items shall include all labor, equipment, materials, excavation, bedding and backfill, including flowable backfill under all street pavement, to place the storm sewer as per plan locations and specifications. Measurement shall be from inside face to inside face, rounded to the nearest foot, of the structures and shall exclude the flared end sections. Concrete collars are subsidiary to this line item.

I. Flared End Sections: Flared End Sections shall be paid for at the unit bid price per each. The unit bid prices for these items shall include all labor, equipment, materials, excavation, bedding and backfill, including flowable backfill under all street pavement to install the end sections, including toe walls, as per City details and specifications.

J. Riprap: Riprap shall be paid at the unit bid price per square yard installed. Measurement will be parallel to sloping surfaces. The unit bid price shall include all labor, equipment and materials required to place riprap as per plan location and detail. The thickness of the riprap shall conform to the plan and detail dimension. Filter fabric shall be installed as per detail and considered subsidiary to this line item.

K. 2" APWA Type 3-01 Surface Asphalt: 2" Thick APWA Type 3 (3-01) Surface Asphalt shall be paid for at the unit bid price per square yard. The unit bid price for this line item shall include all labor, equipment, and materials to place the surface course as per specification and plan. Tack oil is to be UltraTack, Trackless Tack NTSS-1HM manufactured by Blackledge applied at the residual rate of 0.06 gal/sq yd, CAT-TAC trackless tack manufactured by Hunt Refining applied at the same rate, or other approved trackless tack oil. Paving will not begin until the tack has broken. Nuclear density testing of the surface lift shall be considered subsidiary to this line item.

L. 4", 7", and 10" APWA Type 1-01 RC Base Asphalt: 4", 7", and 10" Thick APWA Type 1 (1-01) RC Base Asphalt shall be paid for at the unit bid price per square yard. The unit bid price for this line item shall include all labor, equipment, and materials to place the base lifts as per specification and plan. Nuclear density testing of each lift shall be considered subsidiary to this line item and is required before subsequent lifts are placed. Tack oil is to be Ultra Tack, Trackless Tack NTSS-1HM manufactured by Blacklidge applied at the residual rate of 0.06 gal/sq yd, CAT-TAC trackless tack manufactured by Hunt Refining applied at the same rate, or other approved trackless tack oil. Paving will not begin until the tack has broken.

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

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

O. Concrete Sidewalk: Concrete Sidewalk shall be paid for at the unit bid price per square yard. The unit bid price shall include all labor, equipment and materials required to construct concrete sidewalk as per plan location and detail. Concrete shall be a KCMMB 4K mix and the contractor shall adhere to APWA Hot and Cold weather practices as per Raymore City Specifications.

P. Concrete Pavement, Driveways (6" UNIFORM): Concrete Pavement, Driveways (6" UNIFORM) shall be paid at the unit bid price per square yard. The unit bid price shall include all labor, equipment and materials required to construct 6" thick driveway pavement as per plan location and driveway detail. Concrete shall be a KCMMB 4K mix and the contractor shall adhere to APWA Hot and Cold weather practices as per Raymore City Specifications.

Q. Crushed Stone (B) 4": Crushed Stone (B) 4" shall be paid at the unit bid price per square yard. The unit bid price shall include all labor, equipment and materials required to construct 4" thick crushed stone as per

plan location. Material shall be in accordance with MoDOT Standard Specifications Section 1004 and installation shall be in accordance with MoDOT Standard Specifications Section 310.

R. Concrete Sidewalk Ramps: Concrete Sidewalk Ramps shall be paid at the unit bid price per each. The unit bid price for this line item shall include all labor, equipment, and materials to construct ADA compliant sidewalk ramps as per Raymore details. The ADA Ramp shall include the transition, ramp and landing. The detectable warning surfaces shall be Armor-cast, The tile shall be at least 2' x 4' in size and be brick red in color. Removable panels are subsidiary to concrete sidewalk ramps.

S. 4" PCCP (Median Paving) with Base Rock: 4" PCCP (Median Paving) with Base Rock shall be paid at the unit bid price per square yard. The unit bid price for this line item shall include all labor, equipment and materials required to pave the interior of the median island as shown on Sheet 59 of the plans. Concrete shall be a KCMMB 4K mix and the Base Rock shall be 1/2" to 3/4" gravel. Contractor shall observe APWA Hot and Cold Weather Construction Practices as per Raymore City Standards.

T. Permanent Seeding. The unit bid price shall be per acre. The unit bid price shall include all labor, equipment and materials required to establish grass and landscaping on disturbed areas. Seeding will be paid for when grass is established to the coverage density required by APWA Section 2400. Areas that are disturbed which lie outside the Contractor's seeding limits, as defined by the Plans or Contract Documents, will not be measured for payment, but shall be restored to a condition equal to or better than that existing prior to construction.

T.1 Bioswale and Rain Garden located on the east side of the project from approximately station 186+50 to 188+80 and on the west side of the project from approximately station 223+21 to 227+47 shall be planted according to the latest version of the City of Raymore, Native and Adaptive Landscapes Guidelines as approved by the Engineer. Seed shall be Tall Prairie for Medium Soil (60% Grass, 40% Forbs).

T.2 Site Restoration and Topsoil: Site Restoration and Topsoil shall be considered subsidiary to all items. Topsoil shall be defined as: fertile, friable and loamy soil of uniform quality, without admixture of subsoil material, and shall be free from material such as hard clods, stiff clay, hardpan, partially disintegrated stone, pebbles larger than one inch in diameter, and other impurities. Topsoil shall be relatively free from grass, roots, weeds, and other objectionable plant material or vegetative debris undesirable or harmful to plant life or which will prevent the formation of suitable seedbed. Acceptance of this project and release of final payment will not occur until vegetation is established. Existing wood mulch shall be removed and replaced in areas where mulch will be disturbed.

U. Permanent Signage: Signage shall be considered a lump sum for payment. The unit bid price shall include all labor, equipment, and materials to install signs as per the MUTCD at locations indicated on the plans. RRFBs (Rectangular Rapid Flashing Beacons) shall be provided by the City, and installed subsidiary to signage.

V. Curb Stop: Curb Stops shall be paid at the unit bid price per each and include all labor equipment and materials to install precast parking curb stops.

W. Permanent Pavement Marking: Permanent Pavement Marking shall be considered a lump sum for payment. The unit bid price shall include all labor, equipment, and materials to install pavement markings and symbols as per the MUTCD at locations indicated on the plans.

W.1 PAINT SHALL BE: white paint is Ozark Materials, LLC Paint product #26226, yellow paint is Ozark Materials LLC, Paint product number 16226 or approved equal.

X. Temporary Erosion Control: Temporary Erosion Control shall be considered a lump sum for payment. The unit bid price shall include all labor, equipment, and materials to install, maintain and remove erosion control measures including inlet and junction box protection, silt fence, ditch checks, erosion control and rock blankets, temporary seeding, appurtenances and other measures required to meet the requirements of the SWPPP and Land Disturbance Permit.

Y. SWPPP and Land Disturbance Permit: SWPPP (Stormwater Pollution Prevention Plan) and Land Disturbance Permit shall be considered a lump sum item for payment. The lump sum item shall cover all preparation, costs, paperwork and effort required to prepare, maintain and enforce a SWPPP and obtain a State Land Disturbance Permit. Any other permits required are subsidiary to this line item. Copies of the SWPPP, Land Disturbance Permit and any other required permits shall be submitted to the City of Raymore prior to construction.

Z. Water Line Relocation: Water Line Relocation shall be at the unit bid price per linear foot. The unit bid price shall include all labor, equipment and materials, connections, fittings, testing, and appurtenances required to relocate water mains as required for the project. Materials for Water Line Relocation shall be as per PWSO NO. 3 CASS COUNTY, MISSOURI requirements. WARD ROAD WATERLINE REPLACEMENT Project No. 0321052.01

AA. Water Service Relocation: Water Service Relocation shall be at the unit bid price per each. The unit bid price shall include all labor, equipment and materials required to install new water service and appurtenances as

per plan location. Materials for Water Service Relocation shall be as per PWSO NO. 3 CASS COUNTY, MISSOURI requirements. WARD ROAD WATERLINE REPLACEMENT Project No. 0321052.01

BB. Adjust Manhole (Set Price): Adjust Manhole (Set Price) shall be paid for at the unit bid price per each. The unit bid price shall include all labor, equipment, materials, and appurtenances required to adjust manhole as per Raymore City Specifications.

CC. Work Zone Traffic Control: Work Zone Traffic Control shall be considered a lump sum for payment. The unit bid cost for this item shall include all materials, labor and equipment required to provide a safe working environment including, but not limited to, all signage to control traffic, detours, and through the work area, as required by the MUTCD and dictated on the plans. Access must be maintained at all times to properties adjacent to the project accessed by use of Ward Road, including side streets.

DD. Changeable Message Board: Changeable Message Board shall be considered a unit bid payment. The unit bid shall be each message board paid per week. The unit bid cost for this item shall include all materials, labor and equipment required to provide an electronic message board, with a minimum 3 line 70"x127" electronic display, or as approved, and located at the owner's direction. Up to 2 message boards may be required at a time. Message boards are in addition to any required for Work Zone Traffic Control. Message boards will only be paid for on weeks that they are actively being used.

EE. Pre-Construction Photos: Pre-Construction Photos shall be considered a lump sum for payment. The unit bid cost for this item shall include all materials, labor and equipment required to provide electronic photographic documentation of all existing conditions, including haul roads, all driveways, all properties, fences, and other items that may potentially be disturbed by construction activities. The photographs shall include GPS locations and be provided to the owner prior to the start of construction activities.

FF. Public Relations: Public Relations shall be considered a lump sum for payment. The unit bid cost for this item shall include all materials, labor and equipment required to provide advanced notifications, respond, and answer citizen concerns and questions, accommodate citizens with special needs, attend public meetings, and maintain documentation as may be required herein. The City shall be notified by email of all correspondence within 48 hours.

9. ADDITIONAL INFORMATION

9.1 Project is tax exempt.

**CITY OF RAYMORE, MISSOURI
 24-360-201**

**Appendix B
 Road Signage Table**

Ward Road Signing Table

| Sign Legend | MUTCD Sign Designation | Size (inches) | Quantity (EA) |
|---------------------------------------|------------------------|---------------|---------------|
| Stop | R1-1 | 30x30 | 7 |
| Yield Here to Peds | R1-5 | 36x36 | 4 |
| Speed Limit | R2-1 | 24x30 | 3 |
| Keep Right | R4-7 | 24x30 | 4 |
| No Trucks | R5-2 | 24x24 | 4 |
| Push Button To Turn On Warning Lights | R10-25 | 9x12 | 4 |
| Pedestrian | W11-2 | 30x30 | 4 |
| Downward Diagonal Arrow (Plaque) | W16-7P | 24x12 | 4 |
| Type 1 Object Marker | OM1-1 | 18x18 | 4 |
| Handicapped | D9-6 | 24x24 | 2 |
| Van Accessible (plaque) | D9-6P | 18x9 | 2 |
| \$50 TO \$300 FINE | SP-1 | 18x9 | 2 |

**CITY OF RAYMORE, MISSOURI
24-360-201**

**Appendix C
General Terms and Conditions**

A. *Procedures*

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

B. *Contract Period*

Award of this contract is anticipated prior to the end of April, 2024.

C. *Insurance*

The Bidder/Contractor shall procure, maintain, and provide proof of insurance coverage for injuries to persons and/or property damage as may arise from or in conjunction with, the work performed on behalf of the City of Raymore by the Bidder/Contractor, its agents, representatives, employees or subcontractors. The City of Raymore and Public Water Supply No. 3 Cass County Missouri shall be named as an additional insured under such insurance contracts (except for Worker's Compensation coverage). All coverage for the City shall be written on a primary basis, without contribution from the City's coverage. A Certificate of Insurance will be required within ten calendar days from the date of receipt of the Notice of Award. All policies shall be issued on an occurrence form.

1. General Liability

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

Minimum Limits - General Liability:

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

2. Excess/Umbrella Liability

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

3. Automobile Liability

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

Minimum Limits - Automobile Liability:

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

4. Workers' Compensation

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

D. *Hold Harmless Clause*

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

E. *Exemption from Taxes*

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

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

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

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

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

G. *Invoicing and Payment*

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

Invoices shall be based on the following schedule:

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

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

H. *Cancellation*

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

I. *Contractual Disputes*

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

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

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

J. *Severability*

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

K. *Applicable Laws*

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

L. *Drug/Crime Free Work Place*

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

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

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

M. *Inspection*

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

N. *No Escalation of Fees*

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

O. *Safety Training*

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

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

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

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

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

Q. *Permits/Certificates*

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

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

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

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

R. *Mobilization, Bonds and Insurance*

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

Payment shall be made on the following schedule.

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

S. *Bid Bond*

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

T. *Performance Bond*

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

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

U. Payment Bond

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

V. Maintenance Bond

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

W. Rejection of Bids

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

X. Release of Information

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

Y. American Products

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

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

Z. Affidavit of Work Authorization and Documentation

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

- * submitting the attached AFFIDAVIT OF WORK AUTHORIZATION and

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

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

PLEASE NOTE: The following affidavit must be completed and returned with RFP.

**CITY OF RAYMORE, MISSOURI
 24-360-201**

**Appendix D
 Job Special Provisions
 Dynamic Pile Testing
 Date: 12-14-21**

1.0 General.

1.1 Scope of Work. Scope of work shall include furnishing all labor, equipment and analysis associated with dynamic testing of driven piles as specified in this special provision. Dynamic pile restrrike testing is not required on this project, and references to restrrike testing in this special provision will not apply.

1.2 Performance and Design Requirements. Performance and design conditions for dynamic testing of driven piles shall be in accordance with section 4.0 of this special provision.

1.3 Approved Manufacturers. For the following hardware and software components, only the listed manufacturer is recognized as providing the level of quality required. If the contractor wants to propose a non-listed manufacturer that is considered to provide an equivalent level of quality, this manufacturer shall be identified and supporting documentation provided. Acceptance of the manufacturer as a substitute will be at the discretion of the engineer.

| Component | Product | Manufacturer |
|--|-----------------------------------|---------------------|
| Pile Driving Modeling - Wave Equation Software | GRLWEAP | Pile Dynamics, Inc. |
| Pile Driving Monitoring - Hardware & Software | Pile Driving Analyzer - Model PAK | Pile Dynamics, Inc. |
| Pile Driving Analysis – Signal Matching Software | CAPWAP | Pile Dynamics, Inc. |

1.4 Test Requirements. Dynamic pile testing shall be conducted in accordance with the standard test method indicated below.

| Standard Test Method | Designation | Conducted By |
|--------------------------------------|--------------------|---------------------|
| High-Strain Dynamic Testing of Piles | ASTM D 4945 | Contractor |

1.5 Qualifications. The contractor shall perform dynamic pile testing utilizing the services of an independent dynamic pile testing consultant and qualified personnel. An engineer with a minimum of three years of dynamic pile testing and analysis experience or who has achieved Basic or better certification under the High-Strain Dynamic Pile Testing Examination and Certification process of the Pile Driving Contractors Association and Foundation QA shall perform pile driving monitoring. An engineer with a minimum of five years of dynamic pile testing and analysis experience or who has achieved Advanced or better certification under the High-Strain Dynamic Pile Testing Examination and Certification process of the Pile Driving Contractors Association and Foundation QA shall perform pile driving modeling and pile driving analysis.

2.0 Execution.

2.1 Pile Driving Modeling. The contractor shall perform preconstruction wave equation analyses and prepare a summary report of the results. The wave equation analyses shall be used to assess the ability of all proposed pile driving systems to install piles to the required capacity and the desired penetration depth within allowable driving stresses. The report shall include a drivability graph relating pile capacity, blow count and driving stresses to depth. The report shall include a bearing graph relating the pile capacity to the pile driving resistance. The bearing graph shall indicate blow count versus capacity and stroke. The report shall also contain a constant capacity analysis or inspectors chart to assist the engineer in determining the required driving resistance at other field observed strokes. The contractor shall perform wave equation analyses in accordance with section 4.0 of this special provision. Acceptability of the wave equation report and the adequacy of analyses will be determined by the engineer.

2.1.1 Approval by the engineer of the proposed pile driving system will be based upon the wave equation analyses indicating that the proposed system can develop the specified pile capacity at a pile driving rate of 2 to 10 blows per inch at the end of driving, and within allowable driving stresses per AASHTO LRFD Bridge Construction Specifications, Section 4.4.1. The contractor shall provide preliminary pile driving criteria based on wave equation analyses and any anticipated capacity changes after driving, set-up or relaxation, subject to revision based upon dynamic pile testing field measurements.

2.1.2 If any changes or modifications are made to the approved pile driving system, additional wave equation analyses in accordance with section 2.1 of this special provision shall be required.

2.2 High-Strain Dynamic Pile Testing.

2.2.1 The contractor shall perform dynamic pile testing at the locations and frequency required in accordance with section 4.0 of this special provision.

2.2.2 Dynamic pile testing involves monitoring the response of a pile subjected to heavy impact applied by the pile hammer at the pile head. The testing shall provide information on the driving stresses, pile capacity, structural integrity and hammer efficiency.

2.2.3 The contractor shall engage an independent dynamic pile testing consultant and qualified personnel in accordance with section 1.5 of this special provision. Prior to testing, the engineer will review and approve the proposed independent dynamic pile testing consultant, the experience and qualifications of assigned personnel, details of the method of testing, a list of equipment, and the method of analysis of test results. The contractor shall provide all available details of the subsurface conditions, pile dimensions and properties, and pile driving systems to the independent dynamic pile testing consultant.

2.2.4 All field testing and measurements shall be made in the presence of the engineer.

2.3 Field Testing.

2.3.1 Equipment. Dynamic pile testing field measurements shall be carried out using approved equipment, software and recording equipment. The data collected at the end of initial driving and the beginning of restrike shall be analyzed using approved signal matching techniques and software.

2.3.2 Monitoring During Driving. During pile driving, piles shall be instrumented and monitored with testing equipment satisfying the requirements of section 1.3 of this special provision.

2.3.2.1 The contractor shall install two sets of strain transducers and accelerometers near the top of each pile to be tested and shall use a compatible measuring and recording system to record the data during driving.

2.3.2.2 The equipment required to be attached to the pile shall be appropriately positioned and fixed to the approval of the engineer.

2.3.2.3 The hammer and all site equipment used shall be capable of delivering an impact force sufficient to mobilize the specified pile capacity indicated in section 4.0 of this special provision without damaging the pile.

2.3.2.4 The testing equipment shall monitor pile stresses during driving to prevent pile damage and ensure pile integrity and capacity. If the testing equipment indicates overstressing or damage to the pile, the contractor shall immediately discontinue driving and notify the engineer.

2.3.2.5 If the testing equipment determines that pile stresses during driving exceed acceptable levels, a new pile driving system, modifications to existing system or new pile installation procedures shall be proposed by the contractor. Approval by the engineer of any proposed changes to the pile driving system or pile

installation procedures will be based upon the results of additional wave equation analyses in accordance with section 2.1.2 of this special provision.

2.3.3 Preparation of the Pile Head. The preparation of the pile head for the application of dynamic test load shall involve, where appropriate, trimming the head, cleaning, and building up the pile using materials that shall, at the time of testing, safely withstand the impact stresses. The impact surface shall be flat and at right angles to the pile axis.

2.3.4 Dynamic Measurement and Analysis. Monitoring of pile driving shall begin when pile driving begins. The data shall be recorded and processed immediately in the field by the pile driving monitoring equipment and software. Unless monitoring indicates that additional driving will damage the pile, pile driving and monitoring shall continue until both the specified pile tip elevation and the specified pile capacity are reached. For each pile tested, pile driving analysis using signal matching techniques shall be performed for a selected blow at the end of driving to determine the relative capacities from end bearing and skin friction along the pile.

2.3.4.1 Restrike tests shall be performed at the frequency indicated in section 4.0 of this special provision. The time interval between end of initial driving and beginning of restrike shall be in accordance with section 4.0 of this special provision. During restrike, the pile shall be instrumented and monitored similar to during initial driving. For each restrike test, pile driving analysis using signal matching techniques shall be performed for a selected blow from the beginning of restrike to determine the relative capacities from end bearing and skin friction along the pile.

2.3.4.2 The restrike test shall be performed with a warmed-up hammer and shall consist of striking the pile for 20 blows or until the pile penetrates an additional 3 inches whichever occurs first unless testing equipment indicates overstressing or damage to the pile. If such overstressing or damage to the pile is indicated, the contractor shall immediately discontinue driving and notify the engineer. In the event initial restrike testing indicates a pile capacity below the specified capacity additional driving may be required as directed by the engineer.

2.3.4.3 The engineer may request use of pile driving monitoring equipment and software on additional piles if inconclusive results are obtained or unusual driving conditions are encountered.

2.3.4.4 Pile bearing capacity and integrity shall be evaluated based on the standard procedure used in practice.

2.3.4.5 Tabular records of the dynamic pile testing field measurements obtained at the end of initial driving and at the beginning of restrike shall be immediately provided to the engineer by the contractor.

2.3.5 Results.

2.3.5.1 Preliminary Reports. The contractor shall prepare a preliminary report for each pile tested for review by the engineer. Each report shall contain tabular as well as graphical presentation of the dynamic test results versus depth. Each report shall also indicate the pile driving criteria for the additional piles to be installed at the substructure unit of the pile tested. Each preliminary report shall include the following:

- (a) The maximum force applied to the pile head.
- (b) The maximum pile head velocity.
- (c) The maximum energy imparted to the pile.
- (d) The assumed soil damping factor and wave speed.
- (e) Static capacity estimate.
- (f) The maximum compressive and tensile forces in the pile.
- (g) Pile integrity.
- (h) Blows per inch.
- (i) Stroke.
- (j) Summary results of pile driving analysis from selected blow analyzed using signal matching techniques and software.

2.3.5.2 Summary Report. The contractor shall prepare a summary report of all piles tested for review by the engineer. The report shall include the results of hammer performance, pile driving stresses, and pile capacity during initial driving and restrike for all piles tested. The report shall also include the following:

- (a) Date of testing and date of pile installation.
- (b) Pile identification number and location.
- (c) All information given in preliminary reports as follows:
 - (1) Length of pile below commencing surface.
 - (2) Total length of pile, including projection above commencing surface at time of test.
 - (3) Length of pile from instrumentation position to tip.
- (d) Hammer type, drop and other relevant details.
- (e) Blow selected for signal matching analysis.
- (f) Maximum compressive and tensile stresses, stroke, and capacity versus penetration depth.
- (g) Temporary compression.
- (h) Pile integrity and location of damage, if any.
- (i) Force/velocity versus time trace.
- (j) Force/velocity match curve.
- (k) Resistance distribution along the pile.
- (l) Detailed graphical and tabular results from blow analyzed using signal matching techniques and software.

3.0 Schedule of Contract Submittals.

| Item | Submittal Item | Type | Calendar Days | Event/Date | Liquidated Damages |
|-------------|--|-------------|----------------------|----------------------------------|---------------------------|
| 1 | Proposed independent dynamic pile testing consultant, and a listing of assigned personnel and their experience and qualifications. | DOCS | 45 Before | Start of pile driving monitoring | No |
| 2 | Details of the components, method of testing, pile driving equipment and materials to be used, and the results of wave equations analyses. | DOCS | 15 Before | Start of pile driving monitoring | No |
| 3 | Two copies of each Preliminary Report as defined in section 2.3.5.1 of this special provision | DOCS | 3 After | Completion of each field test | No |
| 4 | Four copies of the Summary Report as defined in section 2.3.5.2 of this special provision | DOCS | 7 After | Completion of all field tests | No |

4.0 High-Strain Dynamic Pile Testing Specification.

| Item | Requirement |
|---|---|
| Wave Equation Analysis | Minimum of one and sufficient additional analyses as needed to define performance for all combinations of piles, driving systems and subsurface conditions anticipated. |
| Dynamic Testing Pile Capacity | Nominal Axial Pile Compressive Resistance or 2.25 times the Design Bearing shown on the plans or as required by engineer |
| End of Initial Driving Test Frequency | As shown in the contract plans |
| Restrike Test Frequency | As shown in the contract plans |
| Time Interval between End of Initial Driving and Restrike | Minimum of 7 days or as required by the engineer |
| Pile Driving Analyses using Signal Matching Techniques | For each End of Initial Driving Test and each Restrike Test |


5.0 Method of Measurement. Dynamic pile testing will be measured per each.

6.0 Basis of Payment. Payment for the above described work, including all material, equipment, tools, labor and any other incidental work necessary to complete this item, will be considered completely covered by the contract unit price for Dynamic Pile Testing.

CITY OF RAYMORE, MISSOURI
24-360-201

Appendix E
Wage Order #30

Missouri
Division of Labor Standards
WAGE AND HOUR SECTION



MICHAEL L. PARSON, Governor

Annual Wage Order No. 30
Section 019
CASS COUNTY

In accordance with Section 290.262 RSMo 2000, within thirty (30) days after a certified copy of this Annual Wage Order has been filed with the Secretary of State as indicated below, any person who may be affected by this Annual Wage Order may object by filing an objection in triplicate with the Labor and Industrial Relations Commission, P.O. Box 599, Jefferson City, MO 65102-0599. Such objections must set forth in writing the specific grounds of objection. Each objection shall certify that a copy has been furnished to the Division of Labor Standards, P.O. Box 449, Jefferson City, MO 65102-0449 pursuant to 8 CSR 20-5.010(1). A certified copy of the Annual Wage Order has been filed with the Secretary of State of Missouri.

Original Signed by

Todd Smith, Director
Division of Labor Standards

Filed With Secretary of State: _____ **March 10, 2023**

Last Date Objections May Be Filed: **April 10, 2023**

Prepared by Missouri Department of Labor and Industrial Relations

Building Construction Rates for
 CASS County

REPLACEMENT PAGE

Section 019

| OCCUPATIONAL TITLE | **Prevailing Hourly Rate |
|------------------------------|--------------------------|
| Asbestos Worker | \$69.41 |
| Boilermaker | \$25.95* |
| Bricklayer | \$61.19 |
| Carpenter | \$61.84 |
| Lather | |
| Linoleum Layer | |
| Millwright | |
| Pile Driver | |
| Cement Mason | \$57.77 |
| Plasterer | |
| Communications Technician | \$65.95 |
| Electrician (Inside Wireman) | \$68.40 |
| Electrician Outside Lineman | \$25.95* |
| Lineman Operator | |
| Lineman - Tree Trimmer | |
| Groundman | |
| Groundman - Tree Trimmer | |
| Elevator Constructor | \$25.95* |
| Glazier | \$25.95* |
| Ironworker | \$68.15 |
| Laborer | \$48.11 |
| General Laborer | |
| First Semi-Skilled | |
| Second Semi-Skilled | |
| Mason | \$25.95* |
| Marble Mason | |
| Marble Finisher | |
| Terrazzo Worker | |
| Terrazzo Finisher | |
| Tile Setter | |
| Tile Finisher | |
| Operating Engineer | \$61.28 |
| Group I | |
| Group II | |
| Group III | |
| Group III-A | |
| Group IV | |
| Group V | |
| Painter | \$45.33 |
| Plumber | \$75.60 |
| Pipe Fitter | |
| Roofer | \$58.60 |
| Sheet Metal Worker | \$73.24 |
| Sprinkler Fitter | \$25.95* |
| Truck Driver | \$25.95* |
| Truck Control Service Driver | |
| Group I | |
| Group II | |
| Group III | |
| Group IV | |

*The Division of Labor Standards received fewer than 1,000 reportable hours for this occupational title. The public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.

**The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title as defined in RSMO Section 290.210.

Heavy Construction Rates for
 CASS County

Section 019

| OCCUPATIONAL TITLE | **Prevailing Hourly Rate |
|-------------------------------|--------------------------|
| Carpenter | \$61.78 |
| Millwright | |
| Pile Driver | |
| Electrician (Outside Lineman) | \$25.95* |
| Lineman Operator | |
| Lineman - Tree Trimmer | |
| Groundman | |
| Groundman - Tree Trimmer | |
| Laborer | \$50.07 |
| General Laborer | |
| Skilled Laborer | |
| Operating Engineer | \$58.69 |
| Group I | |
| Group II | |
| Group III | |
| Group IV | |
| Truck Driver | \$50.31 |
| Truck Control Service Driver | |
| Group I | |
| Group II | |
| Group III | |
| Group IV | |

Use Heavy Construction Rates on Highway and Heavy construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(3).

Use Building Construction Rates on Building construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(2).

If a worker is performing work on a heavy construction project within an occupational title that is not listed on the Heavy Construction Rate Sheet, use the rate for that occupational title as shown on the Building Construction Rate Sheet.

*The Division of Labor Standards received fewer than 1,000 reportable hours for this occupational title. Public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.

**The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title.

OVERTIME and HOLIDAYS

OVERTIME

For all work performed on a Sunday or a holiday, not less than twice (2x) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work.

For all overtime work performed, not less than one and one-half (1½) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work or contractual obligation. For purposes of this subdivision, "overtime work" shall include work that exceeds ten hours in one day and work in excess of forty hours in one calendar week; and

A thirty-minute lunch period on each calendar day shall be allowed for each worker on a public works project, provided that such time shall not be considered as time worked.

HOLIDAYS

January first;
The last Monday in May;
July fourth;
The first Monday in September;
November eleventh;
The fourth Thursday in November; and
December twenty-fifth;

If any holiday falls on a Sunday, the following Monday shall be considered a holiday.

***REVISED* BID PROPOSAL FORM E - Project No. 24-360-201**

Ward Road Construction Project

Base Bid

| Bid Items | Units | Estimated Quantities | \$/Units | Total |
|---|-------|----------------------|---------------|---------------|
| Mobilization, Bonds and Insurance - not to exceed 5% | LS | 1 | \$ 258,000.00 | \$ 258,000.00 |
| Construction Staking | LS | 1 | \$ 37,000.00 | \$ 37,000.00 |
| Site Preparation | LS | 1 | \$ 303,000.00 | \$ 303,000.00 |
| Class 1 Excavation | CY | 78 | \$ 132.00 | \$ 10,296.00 |
| Unclassified Excavation | CY | 14,825 | \$ 8.00 | \$ 118,600.00 |
| Embankment | CY | 23,053 | \$ 6.00 | \$ 138,318.00 |
| Removal Of Bridges | LS | 1 | \$ 21,000.00 | \$ 21,000.00 |
| Bridge Approach Slab (Minor Road) | SY | 206 | \$ 342.00 | \$ 70,452.00 |
| Galvanized Structural Steel Piles (12") | LF | 390 | \$ 157.00 | \$ 61,230.00 |
| Pre-Bore For Piling | LF | 310 | \$ 168.00 | \$ 52,080.00 |
| Pile Point Reinforcement | EA | 20 | \$ 158.00 | \$ 3,160.00 |
| Dynamic Pile Testing | EA | 2 | \$ 5,510.00 | \$ 11,020.00 |
| Class B-1 Concrete (Substructure) | CY | 64 | \$ 1,548.00 | \$ 99,072.00 |
| Class B-2 Concrete (Superstructure Solid Slab) | CY | 142 | \$ 1,664.00 | \$ 236,288.00 |
| Type D Barrier | LF | 205 | \$ 230.00 | \$ 47,150.00 |
| Pedestrian Fence (72") (Structures) | LF | 203 | \$ 200.00 | \$ 40,600.00 |
| Reinforcing Steel (Epoxy Coated) | LB | 40,015 | \$ 2.15 | \$ 86,032.25 |
| Galvanized Fabricated Structural Carbon Steel (Misc.) | LB | 1,660 | \$ 6.56 | \$ 10,889.60 |
| Vertical Drain At End Bents | EA | 2 | \$ 5,460.00 | \$ 10,920.00 |
| Type 2 Curb Inlet (4'x4') | EA | 63 | \$ 5,600.00 | \$ 352,800.00 |
| Type 2 Curb Inlet (5'x4') | EA | 7 | \$ 6,200.00 | \$ 43,400.00 |
| Modified Type 2 Curb Inlet (4'x4') | EA | 6 | \$ 5,600.00 | \$ 33,600.00 |
| Modified Type 2 Curb Inlet (5'x4') | EA | 1 | \$ 6,200.00 | \$ 6,200.00 |
| Modified Type 2 Curb Inlet (5'x5') | EA | 1 | \$ 8,100.00 | \$ 8,100.00 |
| Junction Box (4'x4') | EA | 3 | \$ 5,600.00 | \$ 16,800.00 |

| | | | | |
|---|----|--------|-------------|-----------------|
| Junction Box (7'x4') | EA | 1 | \$ 9,300.00 | \$ 9,300.00 |
| Storm Sewer (15") (HOPE) | LF | 5,510 | \$ 60.00 | \$ 330,600.00 |
| Storm Sewer (18") (HOPE) | LF | 568 | \$ 63.00 | \$ 35,784.00 |
| Storm Sewer (24") (HOPE) | LF | 651 | \$ 85.00 | \$ 55,335.00 |
| Storm Sewer (30") (HOPE) | LF | 506 | \$ 111.00 | \$ 56,166.00 |
| Storm Sewer (19" X 30") (EHDPE) | LF | 121 | \$ 170.00 | \$ 20,570.00 |
| Storm Sewer (24" X 38") (EHOPE) | LF | 22 | \$ 230.00 | \$ 5,060.00 |
| Storm Sewer (30") (RCP) | LF | 78 | \$ 180.00 | \$ 14,040.00 |
| Storm Sewer (42") (RCP) | LF | 76 | \$ 250.00 | \$ 19,000.00 |
| Flared End Section (15") (RCP) | EA | 1 | \$ 1,700.00 | \$ 1,700.00 |
| Flared End Section (18") (RCP) | EA | 2 | \$ 1,800.00 | \$ 3,600.00 |
| Flared End Section (24") (RCP) | EA | 2 | \$ 2,000.00 | \$ 4,000.00 |
| Flared End Section (30") (RCP) | EA | 4 | \$ 2,300.00 | \$ 9,200.00 |
| Flared End Section (42") (RCP) | EA | 2 | \$ 3,500.00 | \$ 7,000.00 |
| Flared End Section (24" X 38") (RCP) | EA | 1 | \$ 2,600.00 | \$ 2,600.00 |
| Riprap (Light Stone) (18 Inch) | SY | 175 | \$ 60.00 | \$ 10,500.00 |
| Riprap (Heavy Stone) (30 Inch) | SY | 861 | \$ 83.00 | \$ 71,463.00 |
| 2" Asphalt Concrete Surface Course (Type 3) | SY | 32,866 | \$ 11.13 | \$ 365,798.58 |
| 10" Asphalt Concrete Base Course (Type 1) | SY | 27,674 | \$ 42.85 | \$ 1,185,830.90 |
| 7" Asphalt Concrete Base Course (Type 1) | SY | 1,388 | \$ 28.00 | \$ 38,864.00 |
| 4" Asphalt Concrete Base Course (Type 1) | SY | 9,116 | \$ 21.00 | \$ 191,436.00 |
| 12" PCCP Concrete Pavement | SY | 26 | \$ 180.00 | \$ 4,680.00 |
| 4" PCCP (Median Paving) With Base Rock | SY | 66 | \$ 92.00 | \$ 6,072.00 |
| 6" Cement Stabilization | SY | 9,007 | \$ 5.65 | \$ 50,889.55 |
| 9" Cement Stabilization | SY | 27,674 | \$ 6.50 | \$ 179,881.00 |
| Curb & Gutter (Type CG-1) | LF | 13,675 | \$ 22.85 | \$ 312,473.75 |
| Curb & Gutter (Type CG-1) (Dry) | LF | 280 | \$ 39.00 | \$ 10,920.00 |
| Concrete Sidewalk (4") | SY | 1,390 | \$ 58.00 | \$ 80,620.00 |
| Concrete Sidewalk (6") | SY | 95 | \$ 93.00 | \$ 8,835.00 |

| | | | | |
|---|------|-------|--------------|------------------------|
| Concrete Pavement, Driveways (6" Uniform) | SY | 1,590 | \$ 75.00 | \$ 119,250.00 |
| Crushed Stone (B) (4") | SY | 1,312 | \$ 10.00 | \$ 13,120.00 |
| Concrete Sidewalk Ramps (Including DWP) | SF | 1,288 | \$ 22.00 | \$ 28,336.00 |
| Bioswale Seeding | SY | 426 | \$ 2.00 | \$ 852.00 |
| Permanent Seeding | AC | 8 | \$ 2,100.00 | \$ 16,800.00 |
| Permanent Signing | LS | 1 | \$ 10,450.00 | \$ 10,450.00 |
| Curb Stop | EA | 19 | \$ 300.00 | \$ 5,700.00 |
| Permanent Pavement Marking | LS | 1 | \$ 10,510.00 | \$ 10,510.00 |
| Temporary Erosion Control | LS | 1 | \$ 25,000.00 | \$ 25,000.00 |
| SWPPP And Land Disturbance Permit | LS | 1 | \$ 600.00 | \$ 600.00 |
| Water Line Relocation | LF | 870 | \$ 85.00 | \$ 73,950.00 |
| Water Service Relocation | EA | 1 | \$ 2,100.00 | \$ 2,100.00 |
| Adjust Manhole (Set Price) | EA | 1 | \$ 1,300.00 | \$ 1,300.00 |
| Work Zone Traffic Control | LS | 1 | \$ 10,430.00 | \$ 10,430.00 |
| Changeable Message Board | EAWK | 2 | \$ 1,650.00 | \$ 3,300.00 |
| Pre-Construction Photos | LS | 1 | \$ 1,500.00 | \$ 1,500.00 |
| Public Relations | LS | 1 | \$ 25,000.00 | \$ 25,000.00 |
| Temporary Fencing | LF | 1000 | \$ 10.00 | \$ 10,000.00 |
| TOTAL BASE BID | | | | \$ 5,526,424.63 |

Company Name VF BUILDERS

Total Base Bid for Project Number: 24-360-201

\$ 5,526,424.63

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

(\$ Five million five hundred twenty six thousand four hundred twenty four dollars ^{63/100})

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

PWSD#3 Anticipated Additional Work R}

| Bid Items | Units | Estimated Quantities | \$/Units | Total |
|---------------------------------|-------|----------------------|--------------|------------------------|
| 8" Restrained Joint, PVC, C-900 | LF | 480 | \$ 90.00 | \$ 43,200.00 |
| 8" PVC C-900 | LF | 7231 | \$ 85.00 | \$ 614,635.00 |
| Locator Wire | LF | 7911 | \$ 1.00 | \$ 7,911.00 |
| Alexander Creek Crossing | LF | 200 | \$ 330.00 | \$ 66,000.00 |
| Connection A20 | LS | 1 | \$ 6,000.00 | \$ 6,000.00 |
| Connection B20 | LS | 1 | \$ 12,000.00 | \$ 12,000.00 |
| Connection C20 | LS | 1 | \$ 14,000.00 | \$ 14,000.00 |
| Connection D20 | LS | 1 | \$ 14,000.00 | \$ 14,000.00 |
| Connection E20 | LS | 1 | \$ 27,000.00 | \$ 27,000.00 |
| Connection F20 | LS | 1 | \$ 14,000.00 | \$ 14,000.00 |
| Connection G20 | LS | 1 | \$ 1,500.00 | \$ 1,500.00 |
| Fire Hydrant | LS | 14 | \$ 6,800.00 | \$ 95,200.00 |
| Service Reconnection | EA | 25 | \$ 1,000.00 | \$ 25,000.00 |
| E Gore Road Crossing | LS | 1 | \$ 19,000.00 | \$ 19,000.00 |
| E 166th St. Crossing | LS | 1 | \$ 11,000.00 | \$ 11,000.00 |
| Sierra Dr. Crossing | LS | 1 | \$ 12,000.00 | \$ 12,000.00 |
| Chateau Place Crossing | LS | 1 | \$ 15,000.00 | \$ 15,000.00 |
| Alexander Creek Drive Crossing | LS | 1 | \$ 18,000.00 | \$ 18,000.00 |
| 8" Gate Valve w/box | EA | 4 | \$ 4,000.00 | \$ 16,000.00 |
| Cut and Cap Existing Waterline | LS | 2 | \$ 1,500.00 | \$ 3,000.00 |
| Abandon Existing Valve | EA | 12 | \$ 300.00 | \$ 3,600.00 |
| Long Service Reconnection | EA | 6 | \$ 4,200.00 | \$ 25,200.00 |
| | | | | |
| TOTAL ADDITIONAL WORK | | | | \$ 1,063,246.00 |

Total Anticipated Additional Work:

\$ 1,063,246.⁰⁰

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

(\$ One Million Sixty three thousand two hundred forty six dollars)

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

Alternate 1:

| Bid Items | Units | Estimated Quantities | \$/Units | Total |
|---|-------|----------------------|----------|-----------------|
| 2" Asphalt Concrete Surface Course (Type 3) | SY | -7,991 | \$ 10.60 | \$ (84,704.60) |
| 4" Asphalt Concrete Base Course (Type 1) | SY | -7,991 | \$ 19.96 | \$ (159,500.36) |
| 6" Cement Stabilization | SY | -7,991 | \$ 5.38 | \$ (42,991.58) |
| Concrete Sidewalk (6") (Trail) | SY | 7,991 | \$ 60.00 | \$ 479,460.00 |
| TOTAL ALTERNATE 1 | | | | \$ 192,263.46 |

Total Alternate 1:

\$ 192,263.46

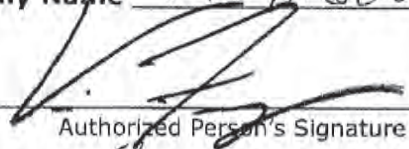
In the blank above insert numbers for the sum of the bid.

(\$ One hundred ninety two thousand two hundred sixty three dollars ⁴⁶/₁₀₀)

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

***REVISED* BID PROPOSAL FORM E – RFP 24-360-201
CONTINUED**

Company Name VF Anderson Builders

By 
Authorized Person's Signature

Vince Freeman owner
Print or type name and title of signer

Company Address 19209 East 23rd
Street Harrisonville Missouri
64701

Phone 816-935-9852

Fax 816-817-2747

Email vfabuilders@yahoo.com

Date 2/28/24

ADDENDA

Bidder acknowledges receipt of the following addendum:

Addendum No. 1

Addendum No. 2

Addendum No. 3

Addendum No. 4

Addendum No. 5

Addendum No.

LATE BIDS CANNOT BE ACCEPTED!

CITY OF RAYMORE

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



ADDENDUM NO. 1

Ward Road Construction
Project #24-360-201

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

Addendum No. 1 - Clarification.

1. Ward Road Construction Plans

Response: See Attached

2. Ward Road Waterline Plans

Response: See Attached

Any other questions regarding this proposal shall be submitted to Kim Quade, CPPB by email at kquade@raymore.com or by phone at (816) 892-3045. There will be no questions allowed after February 2, 2024 at 5:00 p.m.

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

Company Name: VF Anderson Builders

By: Vince Freeman

Title: Owner

Address: 19209 East 231st street

City, State, Zip: Harrisonville Missouri 64701

Date: 2/08/24 Phone: 816-935-9852

Signature of Bidder: [Signature]

ADDENDUM MUST BE SUBMITTED WITH BID

CITY OF RAYMORE

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



ADDENDUM NO. 2

Ward Road Construction
Project #24-360-201

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

Addendum No. 1 - Questions

1. Can you clarify the most recent drawings issued in Addendum #1 dated 12/14/2021 are the current drawings?

Response: The final plans were dated 12/14/2021. We then issued revision 1 (14 sheets) on 1/13/2022 to clear up some contractor questions on inlets. We also issued revision 2 (2 sheets) on 3/6/2022 to correct a printing error on the inlet table. Attached for reference.

2. Will additional Geotech information be provided?

Response: The City has no additional geotechnical data except for what is shown in the plans.

3. Is this city okay with us coring through the existing street and taking our own borings?

Response: The city would encourage potential bidders to take their own borings. The street can be cored as long as the holes are repaired at the completion of work. The City should be notified of when this work will take place.

Any other questions regarding this proposal shall be submitted to Kim Quade, CPPB by email at kquade@raymore.com or by phone at (816) 892-3045. There will be no questions allowed after February 2, 2024 at 5:00 p.m.

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

Company Name: VF Anderson Builders

By: Vince Freemyer

Title: owner

Address: 19289 East 23rd street

City, State, Zip: Harrisonville Missouri 64701

Date: 2/08/24 Phone: 816-935-9852

Signature of Bidder: [Signature]

ADDENDUM MUST BE SUBMITTED WITH BID

CITY OF RAYMORE

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



ADDENDUM NO. 3

Ward Road Construction

Project #24-360-201

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

Addendum No. 1 - Questions and Clarification

1. Clarification: Add Contract verbiage to the following sections: (1) Article IV, Contract Payments and (2) Appendix B, General Terms and Conditions, Section G, Invoicing and Payment as follows:

'Any payment of \$100,000.00 or greater, the City of Raymore will not issue by check and shall utilize a wire payment process. A wire transfer form will be provided to you as needed.'

2. Question: Are there any CAD files that can be shared with bidders for this project?

Response: The CAD files will be shared with the selected contractor after the contract is awarded.

3. Question: On the permanent Striping, are ALL pavement markings to be installed with High Build Paint?

Response: Yes all road paint is to be the High Build Paint

4. Question: On the Signing, are you requiring an Anchor, Sleeve and 1¾" post?

Response: Yes, the street signs will be installed with anchor, sleeve and 1 ¾" Telspar post installed in accordance to MUTCD standards.

5. Clarification: Reference to the "Missouri Standard Specifications for Highway Construction" should be replaced with the following:

"Missouri Standard Specifications for Highway Construction" dated 2023 and effective Letting Date January 1, 2024"

6. Clarification: Add Contract verbiage to the following: Appendix A, Section 8 Measurement and Payment as follows:

Subsection **GG Temporary Fencing:** Temporary fencing shall be paid at the unit bid price per linear foot. The unit bid price for this line item shall include all labor, materials and equipment required to install and maintain fencing during the time in which the permanent fencing is not in place due to construction. The temporary fencing will be required on portions or all of tracts 3, 4 & 32. 45 days notice shall be given to each property owner prior to removal of the fencing after construction is completed. The fence must be able to contain livestock, dogs etc. Final determination of the location and approval of installation method will be at the sole discretion of the Director of Public Works,

7. Clarification: Update Bid Proposal Form E to include Temporary Fencing.

Response: *REVISED* BID PROPOSAL FORM E attached.

Any other questions regarding this proposal shall be submitted to Kim Quade, CPPB by email at kquade@raymore.com or by phone at (816) 892-3045. There will be no questions allowed after February 2, 2024 at 5:00 p.m.

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

Company Name: VF Anderson Builders

By: Vince Freeman

Title: owner

Address: 19209 East 23rd street

City, State, Zip: Harrisonville Missouri 64701

Date: 2/08/24 Phone: 816-935-9852

Signature of Bidder: 

ADDENDUM MUST BE SUBMITTED WITH BID

CITY OF RAYMORE

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



ADDENDUM NO. 4

Ward Road Construction
Project #24-360-201

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

Addendum No. 1 - Questions and Clarification

1. Question: Have the Utilities been moved?

Response: It is believed that all major utilities have been relocated, however, The City cannot confirm everything is out of the way. As a reminder, Regardless of what utilities are shown in the bidding documents and utility locations listed, the bidder shall contact each area utility to determine the presence and location of the utility lines. The bidder shall determine and shall assume the risk as to whether utilities that are to be relocated by the utility company have in fact been relocated and if not, when the utility company anticipates the relocation shall be completed. The bidder shall independently determine the reliability of the information received from the utility companies and shall make the determination as to the sequence and timing of utility relocations in determining a bid.

2. Question: Site Prep for waterline portion of the project

Response: Any associated costs from site preparation related to the alternate waterline bid shall be assigned to the alternate bid.

3. Question: Have residents been notified regarding the removal of trees, etc.?

Response: Yes

4. Question: Online Bidding permitted?

Response: No. Paper bids must be submitted.

5. Question: Is there a subcontracting percentage restriction?

Response: No

6. Question: What is the plan for the rain garden?

Response: The rain garden area shall be seeded with Tall Prairie for Medium Soil (60% Grass 40% Forbes). This area, as with all other areas, will not be accepted until the seed is established. Maintenance for this area will fall under the required 2 year maintenance bond. A basic maintenance plan for the first 2 years will be required at the time of installation.

7. Clarification: The bid form includes an item for 870 LF of Water Line Relocation and 1 EA Water Service Relocation. Special Provisions AA and BB indicate that this would be for PWSD No. 3. There is already a relocation plan with quantities provided for the PWSD No. 3 facilities within the project limits. Is this work part of the designed water line relocation or something else in addition to that work?

Response: The work is shown in the Ward Road Waterline Relocation plan and included within the quantities of the PWSD#3 Anticipated Additional Work bid form. Approximately 870LF of Waterline and 1 service will be relocated/replaced as part of the Base Bid, regardless of awarded work included in PWSD#3 Anticipated Additional Work. The work shall be done in accordance with Appendix B Waterline Replacement Special Provisions, Cass 3 Ward Rd Waterline Replacement.

8. Question: Could you advise if the plug valves called out on the Waterline are supposed to be Gate Valves per the below revised bid schedule for additional work?

Response: The references to plug valves in the waterline plans can be removed. The connection in these areas should follow the attached new detail in addition to the modification of these connections.

Response: PWSD #3 would also like to add a gate valve at STA 46+00 & 50+00. See Attached Revised Bid Proposal Form E.

9. Question: The Base Bid showing Curb Stops (19), waterline relocation (870LF), and Water Service Relocation (1). Could you advise where this material is located on the plans or is that included in the additional work for PWSD#3?

Response: The Curb Stops belong to the parking lot shown on sheet 60. The waterline relocation will occur at the locations in the table below. The item is rounded up to 870 for bidding purposes. The water service relocation is an extra bid item in case a service is found during the relocation of the waterline. We do not expect to have any services relocated at this time.

| Start Station | Stop Station | Side | Length (ft) |
|---------------|--------------|------|-------------|
| 180+66.27 | 181+23.69 | Rt. | 57 |
| 186+64.22 | 187+29.94 | Rt. | 87 |
| 189+27.90 | 190+96.72 | Rt. | 171 |
| 206+29.95 | 210+72.74 | Rt. | 443 |
| 227+73.78 | 228+75.14 | Rt. | 104 |

862

10. Question: The main bid form has two bid items for relocating water main and water service lines, however the plans don't indicate what stretch of water main that is. Do these bid items overlap bid items included in the separate bid form for the PWSD #3 water main plans? Will these two items be void if PWSD #3 decides to move forward with the full watermain project (0321052.01)?

Response: These items will not be void if the alternate bid is picked up. There is no overlap between the base bid from the alternate bid.

11. Question: The main bid form has a line item for two 36" Flared End Sections but there is not 36" storm pipe anywhere that I have found. Are these 36" Flared End Sections supposed to be 42" Flared End Sections per sheet 95 of the plans?


Response: Yes. See Attached Revised Bid Proposal Form E.

12. Question: At some point we'll need to remove the existing pavement and be working on the subgrade. Would it be possible to add a "Temporary Surfacing" bid item per ton? This would be used to provide the temporary access drive surfaces for residents affected by these operations.

Response: Maintaining access during construction shall consider subsidiary to the other bid items.

Any other questions regarding this proposal shall be submitted to Kim Quade, CPPB by email at kquade@raymore.com or by phone at (816) 892-3045. There will be no questions allowed after February 2, 2024 at 12:00 p.m.

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

Company Name: VF Andersen Builders
By: Vince Treemyer
Title: owner
Address: 19209 East 231st street
City, State, Zip: Harrisonville Missouri 64701
Date: 2/28/24 Phone: 816/935/9852
Signature of Bidder: 

ADDENDUM MUST BE SUBMITTED WITH BID

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



ADDENDUM NO. 5
Ward Road Construction
Project #24-360-201

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

Addendum No. 1 - Clarification

1. Clarification: Temporary Fencing Line item missing from Addendum 4.

Response: Updated Temporary Fencing Line Item. Attached *Revised Revised* Bid Proposal Form E.

Any other questions regarding this proposal shall be submitted to Kim Quade, CPPB by email at kquade@raymore.com or by phone at (816) 892-3045. There will be no questions allowed after February 2, 2024 at 12:00 p.m.

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

Company Name: VF ANDERSON BUILDERS
By: Vince Freemyer
Title: OWNER
Address: 19209 EAST 231ST STREET
City, State, Zip: HARRISVILLE MO 64706
Date: 2-9-24 Phone: 816-935-9852
Signature of Bidder: [Handwritten Signature]

ADDENDUM MUST BE SUBMITTED WITH BID

PROPOSAL FORM A
RFP 24-360-201

PROPOSAL VALIDITY AND COMMITMENT TO SIGN AGREEMENTS

I (authorized agent) Vince Froemger having authority to act on behalf of (Company name) VF Anderson Builders do hereby acknowledge that (Company name) _____ will be bound by all terms, costs, and conditions of this proposal for a period of 90 days from the date of submission; and commit to sign the Agreements.

FIRM NAME: VF Anderson Builders

ADDRESS: 19209 East 231st Street
Street

ADDRESS: Harrisonville Missouri 64701
City State Zip

PHONE: 816-935-9852

E-MAIL: 816-812-2747

DATE: 2/08/24 _____
(Month-Day-Year) Signature of Officer/Title Owner

DATE: 2/08/24 _____
(Month-Day-Year) Signature of Officer/Title Secretary

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

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

PROPOSAL FORM B
RFP 24-360-201


CONTRACTOR DISCLOSURES

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

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

**With respect to workplace safety laws, this statement is limited to willful federal or state safety law violations.*

9. Has the Firm or its owners, officers, directors or managers been the subject of any criminal indictment or criminal investigation concerning any aspect of the Firm's business? Yes ___ No
10. Has the Firm been subject to any bankruptcy proceeding? Yes ___ No

V.F. Anderson Builders

2/28/24

Legal Matters

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

Yes No If yes, provide details in an attachment.

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

Yes No If yes, provide details in an attachment.

Required Representations

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

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

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

VF ANDERSON BUILDERS LLC

15707 East 215th Street
Peculiar, MO 64078
Ph. 816-935-9852
Fax 816-779-7189

Reference List

Santa Fe Street Improvements City of Olathe Kansas Street Reconstruction including 4100 LF of Gravity Sewer, 3800 LF of Storm Sewer 4400 LF of Water Man, Street Lighting, and Traffic Signals \$9,518,455.00 Terese Vink 913/971/9032

Woodland Road Street Improvements City of Olathe Kansas Street Reconstruction including 4500 LF of Storm Sewer, 7500 LF of Waterline, Concrete Retaining walls, Traffic Signals and Street Lighting \$9,348,632.00 Terese Vink 913/971/9032

Ridgeview Road Improvements City of Olathe Kansas Street Reconstruction including 5340 LF of Storm Sewer, 6400 LF of Water main, Traffic Signals and Street Lighting \$7,318,744.00 Terese Vink 913/971/9032

159th and Blackbob Intersection Improvements City of Olathe Kansas Street Reconstruction including 2400 LF of Storm Sewer, 3000 LF of Water Main, Traffic Signals and Street Lights \$2,758,145.00 Terese Vink 913/971/9032

Johnson Drive Reconstruction City of Overland Park Kansas Street construction including Gravity Sewer and Storm Sewer Construction with 2500 LF of Precast Box Culvert \$7,648,564.00 Dan Miller 816/804/1230

Shawnee Kansas Nieman Middle Storm Drainage Precast Box Culvert, Sanitary Sewers and Street Reconstruction \$5,074,961.00 Cynthia Kraus 913/742/6236

Shawnee Kansas Nieman North Storm Drainage Precast Box Culvert, Sanitary Sewers and Street Reconstruction \$2,570,215.00 Cynthia Kraus 913/742/6236

Overland Park Storm Drainage Improvements Rolling Woods Precast Box Culvert \$1,856,325.00 Dan Miller 816/804/1230

2020 Overland Park Neighborhood Street Reconstruction, Storm Sewers, and Street lighting \$5,436,112.00 Becky Bonebrake 913/895/6000

2016 Overland Park CDBG Street Reconstruction, Storm Sewers, and Street lighting \$3,633,966.00 Becky Bonebrake 913/895/6000

92nd and Switzer Storm Drainage Improvements City of Overland Park including 3000 LF of Sanitary Sewer and 1800 LF of precast Box Culvert with Street Reconstruction \$5,697,640.00 Charlie Love 913/895/6000

VF ANDERSON BUILDERS LLC

15707 East 215th Street
Peculiar, MO 64078
Ph. 816-935-9852
Fax 816-779-7189

151st and Lindenwood Drainage Improvements City of Olathe Kansas including 3800 LF of Gravity Sewer, six Cell Box Culvert and Channel Improvements \$4,650,231.00 Chet Belcher 913/638/8250

Overland Park 2021 Major Storm 101st and Connell \$3,847,450.00 Ybairy Duin 913/895/6235

PROPOSAL FORM C
 RFP 24-360-201

EXPERIENCE / REFERENCES

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

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

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

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

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

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

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

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

State the number of Years in Business: _____

State the current number of personnel on staff: _____

PROPOSAL FORM D

RFP 24-360-201

Proposal of VF Anderson Builders, organized and
(Company Name)
existing under the laws of the State of Missouri, doing business
as a corporation (*)

To the City of Raymore, Missouri: In compliance with your Request for Proposal, Bidder hereby proposes and agrees to furnish all labor, tools, materials and supplies to successfully complete all requirements defined in City Project No. 24-360-201 – Ward Road Construction Project.

This work is to be performed in strict accordance with the Plans and Specifications, including addendum number(s) 1, 2, 3, issued thereto, receipt of which is hereby acknowledged for the following unit prices.

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

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

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

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

VF Anderson Builders
[Signature] 2/08/24

E - VERIFY AFFIDAVIT

(As required by Section 285.530, RSMo)

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

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

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

KNOWINGLY: A person acts knowingly or with knowledge,

(a) with respect to the person's conduct or to attendant circumstances when the person is aware of the nature of the person's conduct or that those circumstances exist; or

(b) with respect to a result of the person's conduct when the person is aware that the person's conduct is practically certain to cause that result.

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

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

Name/Contractor: Vince Freeman

Company: VF Anderson Builders

Address: 19259 East 231st Street Harrisonville Missouri 64701

- 1 I am of sound mind and capable of making this Affidavit, and am personally acquainted with the facts stated herein.
- 2 Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the following services contracted between Contractor and the City of Raymore: Project # 24-360-201.
- 3 Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.

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

VF Anderson Builders
Company Name

[Signature]
Signature

Name: Vince Frangis

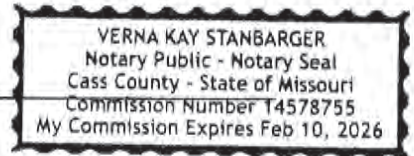
Title: owner

STATE OF Missouri COUNTY OF Cass

Subscribed and sworn to before me this 2 day of February, 2024.

Notary Public: Verna Kay Stanbarger

My Commission Expires: Feb 10 2026 Commission # _____



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

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



Company ID Number: 182707

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer VF Anderson Builders

Tim S Anderson

Name (Please Type or Print)

Title

Electronically Signed

Signature

01/21/2009

Date

Department of Homeland Security – Verification Division

USCIS Verification Division

Name (Please Type or Print)

Title

Electronically Signed

Signature

01/21/2009

Date



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: February 26, 2024

SUBMITTED BY: Nathan Musteen

DEPARTMENT: Parks & Recreation

| | | | |
|---|-------------------------------------|---------------------------------------|---|
| <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 3878: Sport Court Flooring, Raymore Activity Center

STRATEGIC PLAN GOAL/STRATEGY

2.2 Create a physical environment that inspires a sense of pride in public spaces

FINANCIAL IMPACT

| | |
|-----------------------------|----------------|
| Award To: | Sport Court |
| Amount of Request/Contract: | \$84,674.28 |
| Amount Budgeted: | \$3,702,000.00 |
| Funding Source/Account#: | 2020 GO Bond |

PROJECT TIMELINE

| Estimated Start Date | Estimated End Date |
|----------------------|--------------------|
| May 2024 | June 2024 |

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

| | |
|------------------------------|----------------------------|
| Name of Board or Commission: | Parks and Recreation Board |
| Date: | February 13, 2024 |
| Action/Vote: | Approved, 7-0 |

LIST OF REFERENCE DOCUMENTS ATTACHED

Contract
Supporting Documents

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

Utilizing a direct purchase through Sourcewell Government purchasing, staff recommends the purchase of the gymnasium flooring at the RAC through Sport Court Kansas City, Inc.

Sport Court gymnasium flooring is the original gym floor in the first phase of the RAC. This purchase will be an identical match and continuation of the current floor through the phase 2 expansion.

In addition to the floor, the contract includes refreshing the paint on current floor and finish work for along the baseboards to connect the expansion areas.

This item was included in the budget for the RAC Expansion, however, the flooring was not a part of the construction contract, but an allowance for purchase and installation independently within the overall project budget.

The floor is scheduled to be installed in June.

BILL 3878

ORDINANCE

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, APPROVING AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH SPORT COURT KANSAS CITY, INC. FOR THE PURCHASE AND INSTALLATION OF SPORT COURT FLOORING AT THE RAYMORE ACTIVITY CENTER EXPANSION PROJECT".

WHEREAS, the Raymore Activity Center Expansion project includes a new gymnasium; and,

WHEREAS, the original gymnasium at the Raymore Activity Center is a sport court surface from Sport Court Kansas City Inc.; and,

WHEREAS, the City is able to purchase directly from Sport Court Kansas City Inc. as both parties are registered members of Sourcewell Cooperative Purchasing.

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

Section 1. The City Manager is hereby authorized to enter into an agreement with Sport Court Kansas City Inc., attached as Exhibit A.

Section 2. The City Manager is authorized to enforce the contract and make changes within budget constraints.

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

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

DULY READ THE FIRST TIME THIS 26TH DAY OF FEBRUARY, 2024.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 11TH DAY OF MARCH, 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



PROJECT REGISTRATION / PURCHASE ORDER REQUEST

| | | | |
|------------------------|---|--|--|
| Vendor # | <input type="text" value="031022-GER"/> | | |
| Date | <input type="text" value="1/15/2024"/> | Dealer | <input type="text" value="Sport Court Kansas City, Inc."/> |
| Customer Name | <input type="text" value="Raymlore Parks and Recreation RAC Phase II"/> | Sourcewell Member # | <input type="text" value="2457"/> |
| Billing Address | <input type="text" value="227 Municipal Circle"/> | | |
| Street | <input type="text" value="227 Municipal Circle"/> | | |
| City | <input type="text" value="Raymore"/> | Zip | <input type="text" value="64083"/> <input type="text" value="ST"/> <input type="text" value="MO"/> |
| Project Name | <input type="text" value="RAC Phase II"/> | Tracking # | <input type="text" value=""/> |
| | | (to be provided by Administrator) | |

Products/Services to be Proposed

Sourcewell Product Codes (from Price List)

| |
|-------------------------|
| Response Maple Select |
| 2mm Rubber Underlayment |
| 4' Black Wall Base |
| |
| |

| |
|----------|
| CSCI 306 |
| CSCI 323 |
| CSCI 332 |
| |
| |

| | | | | | |
|---------------------------------------|---|---|--------------------------------------|--------------------------|-------------------------------------|
| Estimated Total Invoice Amount | <input type="text" value="\$ 83,014.00"/> | Estimated Installation/Delivery Date | <input type="text" value="tbd"/> | Project Size (SF) | <input type="text" value="7800sf"/> |
| Administrative Fee | <input type="text" value="\$ 1,660.28"/> | Dealer P.O / Reference Number | <input type="text" value="396-501"/> | | |

NOTES



Nathan Musteen, CPRP
Raymore Parks & Rec
Re: Gym Floor Addition

1/7/24

Sport Court Kansas City, Inc. is pleased to submit a proposal for the installation of our Sport Court® performance flooring. The proposal for this project is turn-key and includes all items listed in detail below. This proposal shall remain open and valid for (30) days from the opening date.

Connor Sport Court International, Inc. (CSCI/Manufacturer) has offered multipurpose flooring systems since 1974. Sport Court© is the only modular floor endorsed by the NCAA®, USA Volleyball, FIBA and other top sporting organizations.

I greatly appreciate the opportunity and look forward to your favorable replay.

Regards,

Marc Loe
Sport Court Kansas City, Inc.

Sport Court Kansas City, Inc. will provide all materials, complete installation of the flooring system, application of game lines and complete maintenance instruction for the flooring system describe herein. ***A site visit will be necessary to take actual field measurements once the building is dried in, to confirm floor square footage.*** *Although unlikely, should square footage increase, a change order will be necessary so that additional flooring can be ordered.*

PRODUCT DESCRIPTION(s) and SCOPE of WORK:

INDOOR GYM FLOORING & UNDERLAYMENT

Product: Sport Court® Response HG Maple Select

System Type: Modular High Resilience Polypropylene suspended surface is a metric, solid top design measuring 9.842” x 9.842” x ½”. This product shall carry a (15) fifteen year warranty as manufactured by CSCI, Salt Lake City, Utah.

2mm Rubber Underlayment to be installed

PAINTING OF GAME LINES

1. Standard play lines per existing layout

Full Basketball/ Main Volleyball/Walking track

NOTE: Per architect drawing, pickle ball game lines have been requested. Owner acknowledges that the Maple Select product was not designed as a pickle ball specific surface and will perform differently than a traditional concrete or hardwood court.

DOOR & COURT TRANSITION(S) – 2” reducer

Cove base – 4” wall base with 2” toe (black vinyl)

SLEEVES & PLATE COVERS – n/a

DELIVERABLES

The new system shall be installed/operational within 30 days of a mutually agreed upon start date.

PRICING

| | |
|---|-----------------|
| Gym Size – 7,800sf +/- HG Maple Select | \$75,664 |
| Door Transitions/Wall Base | \$ 5,850 |
| Touch Up paint in existing gym | \$ 1,500 |
| Estimated Project Total | \$83,014 |

Payment Schedule: 1/3 of total due upon signature of contract, 1/3 due upon receipt of product, 1/3 due upon completion

Accepted by: _____ Date: _____
Printed Name/Title: _____

ATTACHMENT 1

15-Year Limited Warranty

For a period of fifteen (15) years from the date of installation, Sport Court® warrants to the Original Purchaser (herein Purchaser) that Sport Court Indoor Modular Flooring (herein Flooring) are free from any defect in workmanship or material. This 15-Year Limited Warranty is subject to the Indoor Modular Flooring Warranty, Replacement or Repair of Product, Limitations and Exclusions, and Warranty Registration and Claim Procedure provisions set forth below.

Indoor Modular Flooring Warranty

Response and Defense including all High Resilience Products: During the fifteen (15) year period covered under this Indoor Modular Flooring Warranty, Sport Court through its authorized Distributors, Dealer or Sales Agent (herein Agent) will replace or repair any defective Flooring under the following schedule:

0 to 5 Years - No charge to Purchaser. 6 to 7 Years - 60% of List Price (as defined below) charge to Purchaser. 8 to 15 Years - 75% of List Price (as defined below) charge to Purchaser.

Replacement or Repair of Product

At its option, Sport Court may replace or repair any defective Flooring covered by this Warranty according to the schedule herein. List Price shall mean the prevailing retail price as of the date on which any warranty claim is filed with Sport Court. Purchaser's refusal or failure to pay their portion of any replacement costs due under this Warranty renders the Warranty void and unenforceable and relieves Sport Court and its authorized Agent of any further obligation under this Warranty.

Limitations and Exclusions

Sport Court warranties are void and unenforceable if:

- . a) Purchaser fails to maintain the Flooring in accordance with Sport Court's approved maintenance procedures or have been misused, used in other than approved applications (such as permanent installation outdoors) or damaged by accident, unreasonable use, abuse, neglect, act(s) of God, or any other cause not directly due to any defect(s) in material(s) or workmanship of the Flooring or the Tile(s);
- . b) The Flooring has been exposed to any use(s)/load(s) in excess of Sport Court's specifications that have been provided to Purchaser by Agent at the time of

installation. If the Purchaser cannot locate the specification sheet, Sport Court will provide the same upon request, or Purchaser may visit Sport Court's website at www.sportcourt.com to obtain a copy of the same; or

. c) The Flooring is improperly installed or installed on an uneven, warped, broken or inappropriate underlayment surface of less than 60 durometer hardness as to manufacturer's specifications.

Sport Court is not a joint venture with, or partner, affiliate, or representative of, any Agent, or any others, and only authorized officers of Sport Court have the authority to bind or obligate Sport Court in connection with this Warranty or in any other manner whatsoever. Except as provided herein, Sport Court does not warrant installation.

Any alteration or amendment of this Warranty without the prior written consent of Sport Court shall invalidate this Warranty in its entirety.

NO WARRANTIES, EXPRESSED OR IMPLIED, ARE MADE BEYOND THE WARRANTIES SET FORTH HEREIN. TO THE EXTENT PERMITTED BY LAW, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE APPLICABLE TO ANY FLOORING IS EXCLUDED. NEITHER SPORT COURT NOR THE AGENT SHALL BE LIABLE OR RESPONSIBLE TO THE PURCHASER FOR ANY LOST PROFITS OR WAGES, INCONVENIENCE, COMMERCIAL LOSS, INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES SUFFERED OR SUSTAINED BY THE PURCHASER.

THE MAXIMUM RESPONSIBILITY OF SPORT COURT TO THE PURCHASER UNDER THIS WARRANTY IS LIMITED TO THE TOTAL PRICE PAID BY THE PURCHASER TO SPORT COURT OR ITS AGENT FOR THE FLOORING. THE FOREGOING DAMAGE LIMITATION SHALL APPLY REGARDLESS OF WHETHER THE PURCHASER ASSERTS ANY CLAIM FOR BREACH OF WARRANTY OR CONTRACT, STRICT LIABILITY OR TORTIOUS MISCONDUCT, AND REGARDLESS OF WHETHER SPORT COURT HAS BEEN ADVISED OF ANY POTENTIAL FOR DAMAGES TO THE PURCHASER PRIOR TO ACCRUAL OF ANY CLAIM BY, TO, OR FOR THE BENEFIT OF THE PURCHASER.

THE FOREGOING WARRANTY MAY NOT BE ASSIGNED OR TRANSFERRED BY THE PURCHASER. THE OBLIGATIONS OF SPORT COURT AND ITS AUTHORIZED AGENT UNDER THIS WARRANTY ARE EXTINGUISHED UPON THE PURCHASER'S SALE, ASSIGNMENT, TRANSFER, OR RELOCATION OF THE FLOORING FROM THE SITE WHERE THE FLOORING WAS ORIGINALLY INSTALLED BY AGENT. IF THE PURCHASER SELLS, ASSIGNS, OR TRANSFERS THE FLOORING AS A FIXTURE TO THE REAL PROPERTY UPON WHICH THE FLOORING WAS ORIGINALLY INSTALLED, SPORT COURT AND ITS AUTHORIZED AGENT SHALL HAVE NO FURTHER OBLIGATION UNDER

THIS WARRANTY TO THE PURCHASER, OR ANY ASSIGNEE, OR
TRANSFeree OF THE PURCHASER.THE FOREGOING WARRANTY SHALL BE
GOVERNED AND INTERPRETED UNDER THE INTERNAL LAWS OF THE
STATE OF UTAH WITHOUT REFERENCE TO ANY CHOICE OF LAW OR
PROVISION OF ANY OTHER STATE OR JURISDICTION.

CONTRACT PURCHASING

Member
#39522



Realize the Power and Value of Contracting Purchasing

Your organization has the opportunity to become one of over 30,000 Member agencies that has access to discount pricing from over 50 nationally acclaimed Vendors and thousands of competitively bid products. NJPA will save you time, money and duplication of the bid process. It takes only five minutes to complete a no-cost, no-obligation Membership. Get started today at www.njpacoop.org.

NATIONAL JOINT POWERS ALLIANCE

The National Joint Powers Alliance® (NJPA), is a governmental agency operating under the enabling authority outlined in Minnesota Statute 123A.21. This statute was created in 1978 and revised in 1995 to allow participating government and municipal agencies to reduce the cost of purchased goods by leveraging their combined purchasing power.

NJPA is also guided and enabled by M.S. 471.59, the "Joint Exercise of Powers" which defines the ability of two or more government agencies to enter into an agreement to contract in common through the action of each of the governing bodies, which includes the ability to enter into cooperative agreements. As such, we are a Member-owned cooperative, serving all government, education (both public and private) as well as all non-profit agencies.

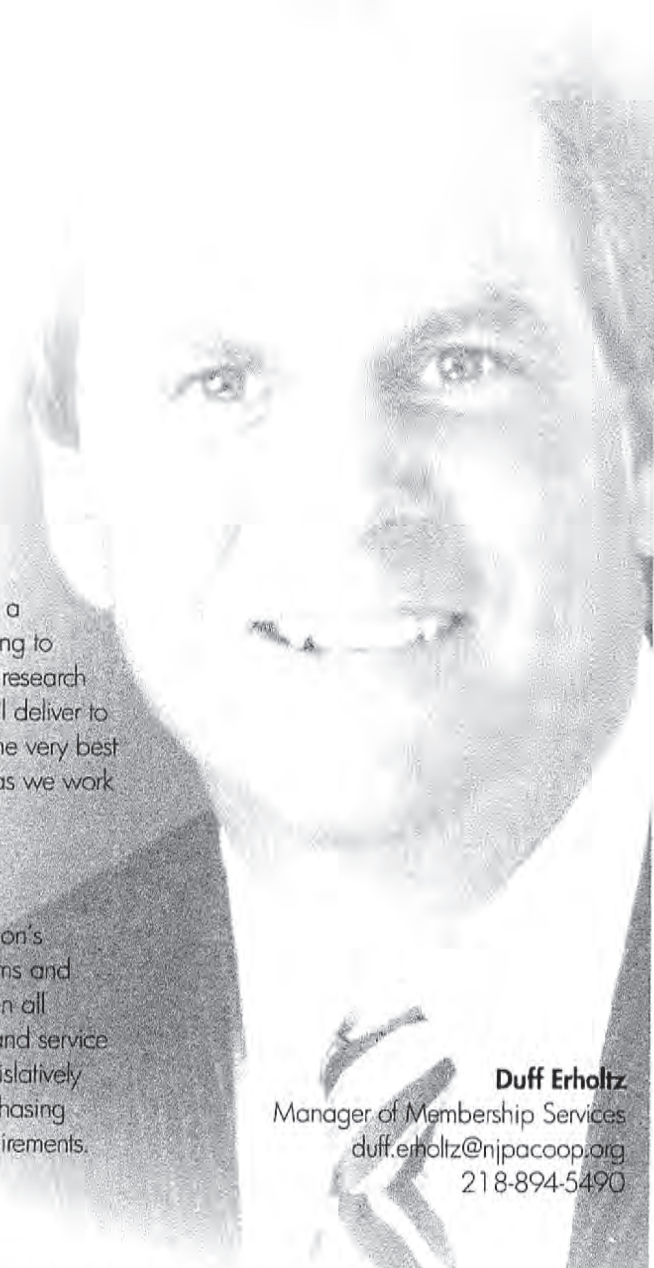
NJPA establishes and provides nationally leveraged and competitively solicited purchasing contracts in cooperation with the Uniform Municipal Contracting Law, M.S. 471.345 Subd. 15.

Mike Hajek
Director of Contracts & Marketing
mike.hajek@njpacoop.org
218-894-5477



Service is Our Standard

At the National Joint Powers Alliance, we are driven to provide efficient public service through our National Cooperative Purchasing Programs. Our common needs and the desire to serve your agency will lead our efforts as we face the challenges of purchasing in the future.



OUR COMMITMENT

National Joint Powers Alliance is committed to serving you, the Member through a continuous effort to meet your present and future needs. Our goals include working to solve your purchasing concerns in a measurable, cost effective manner. We will research the industry with regard to our Members' common needs and as a result, we will deliver to you the opportunity to purchase through nationally leveraged contracts offering the very best products and services at the lowest possible price. We are only able to do this as we work together, developing partnerships to create a unified purchasing alliance.

OUR PURPOSE

The general purpose of NJPA is to create and host a national municipal association's purchasing alliance. Our goal is to provide our Members with requested programs and services created, coordinated and delivered through a cooperative effort between all participating Members. NJPA is a national organization that creates a business and service relationship alliance between buyers and suppliers. Participation is offered to legislatively qualified agencies nationally. Member agencies must still interpret their own purchasing laws and recognize NJPA as having satisfied their own competitive bidding requirements.

Duff Erholtz
Manager of Membership Services
duff.erholtz@njpacoop.org
218-894-5490

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ENABLING LEGISLATION

Contracting Authority

The following summary is a highlighted explanation of the enabling legislation referenced by and guiding NJPA. The plain language of the statutes, from our perspective, allows NJPA very clear authority to serve current and future Members through cooperative efforts.

NJPA ENABLING LEGISLATION

- **Minnesota Statute 471.345: Municipal Contracting Law**
NJPA claims organizational status as a "Municipal Agency" under the authority of this definition and reference of 123A.21 Subd. 9 (d-e) Subd. 15 which defines "Cooperative Purchasing" abilities.
- **M.S. 471.345 Subd. 1: Municipality Defined**
For purposes of this section, "municipality" means a county, town, city, school district or other municipal corporation or political subdivision of the state authorized by law to enter into contracts.
- **M.S. 471.345 Subd. 15: Cooperative Purchasing**
Our national association, the "National Joint Powers Alliance®" (NJPA), takes its name from this statute. A municipality may contract for the purchase of supplies, materials, or equipment without regard to the competitive bidding requirements of this section if the purchase is through a national municipal association's purchasing alliance or cooperative created by a Joint Powers Agreement that purchases items from more than one source on the basis of competitive bids or quotations.

MINNESOTA STATUTE 471.59: JOINT EXERCISE OF POWERS

Make note of Subd. 1 which defines the ability of two governmental agencies to enter into an agreement to contract in common through the action of each of the governing bodies. Subd. 10 expands on the ability to enter into cooperative agreements.

- **M.S. 471.59 Subd. 1: Agreement**
Two or more governmental units, by agreement entered into through action of their governing bodies, may jointly or cooperatively exercise any power common to the contracting parties or any similar powers, including those which are the same except for the territorial limits within which they may be exercised. The agreement may provide for the exercise of such powers by one or more of the participating governmental units on behalf of the other participating units. The term "governmental unit" as used in this section includes every city, county, town, school district, other political subdivision of this or another state, another state, the University of Minnesota, and any agency of the state of Minnesota or the United States, and includes any instrumentality of a governmental unit. For the purpose of this section, an instrumentality of a governmental unit means an instrumentality having independent policy making and appropriating authority
- **M.S. 471.59 Subd. 10: Services Performed by Governmental Units; Commonality of Powers**
Notwithstanding the provisions of Subd. 1 requiring commonality of powers between parties to any agreement, the governing body of any governmental unit as defined in Subd. 1, may enter into agreements with any other governmental unit to perform on behalf of that unit any service or function which the governmental unit providing the service or function is authorized to provide for itself

THE "JOINT EXERCISE OF POWERS" AGREEMENT

The Joint Exercise of Powers Agreement with NJPA provides access to NJPA and its contracts. This allows NJPA to access the Member participating agencies' contracts as well. The Joint Powers Agreement may not be necessary if the participating agencies' state law allows for state-to-state "piggy backing" on legal state contracts. All NJPA contracts are legal state contracts as NJPA operates under Minnesota legislative authority to provide cooperative purchasing services to participating Members. The Joint Exercise of Powers offers a legal link between NJPA and its Member agencies as contracts are accessed. NJPA bids and awards contracts in full compliance with Minnesota Municipal Contracting law, M.S. 471.345.

Our Foundation

MINNESOTA STATUTE 123A.21: SERVICE COOPERATIVES

This is the statute under which our cooperative was created. Our previous name was the North Central Service Cooperative (NCSC) and we are now doing business as the National Joint Powers Alliance® (NJPA).

- **M.S. 123A.21 Subd. 2** defines that the purpose of a service cooperative is to "assist in meeting specific needs of clients."
- **M.S. 123A.21 Subd. 3: Membership and Participation**
Full Membership with a service cooperative shall be limited to public school districts, cities, counties and other governmental units as defined in section 471.59 and NJPA's Bylaws and Policies. Governmental units are not required to join NJPA as Full Members, but they must sign on as NJPA Participating Members to access our contracts and to validate their purchases. Many local policies require Membership to legally access contracts held by other agencies. NJPA provides a Participating Membership and Joint Powers Agreement at no cost. When a board signs a Joint Powers Agreement it qualifies that board to serve on the NJPA Joint Powers Advisory Board. The Participating Membership and Joint Powers Agreements both establish a legal paper trail between NJPA and the Member as contracts are accessed.
- **M.S. 123A.21 Subd. 5(g)** shows that the powers of the board of directors of a service cooperative are written very broadly to grant extensive authority. This statute states "The board of directors shall have authority to maintain and operate a service cooperative." More specifically, "The service cooperative board of directors may enter into contracts with other public and private agencies and institutions to provide administrative staff and other personnel as necessary to furnish and support the agreed-upon programs and services."
- **M.S. 123A.21 Subd. 7** describes the ability and directive to provide cooperative purchasing services. This statute specifically calls for the board to support programs and services that support and allow for cooperative purchasing.
- **M.S. 123A.21 Subd. 9(d,e): Service Cooperative Defined**
Subd. 9 defines the Service Cooperative (SC) under (d) the SC is a public corporation and agency and its board of directors may make application for, accept, and expend private, state and federal funds that are available for programs of the Members. (e) The SC is a public corporation and agency and as such, no earnings or interest of the SC may incur to the benefit of an individual or private entity.

Frequently Asked Questions

Q. WHO IS NJPA?

A. The National Joint Powers Alliance®, referred to as NJPA, is a Municipal Contracting agency operating under the legislative authority of Minnesota Statute 123A.21. This statute was created in 1978 and revised in 1995 to allow participating municipal agencies to reduce the cost of procurement by leveraging the benefits of contract purchasing. NJPA serves all education, government and non-profits agencies nationally.

Q. WHAT IS THE ORGANIZATIONAL STATUS OF NJPA?

A. NJPA employees are public employees. All employees are required to pay into Public Employment Retirement Association (PERA) through payroll deduction. One level of comfort for Members is that NJPA employees have the same employment status as NJPA municipal Members.

Q. HOW IS NJPA GOVERNED?

A. NJPA is governed by the NJPA Board of Directors. The eight-member board is comprised of governing officials; including school board, city council or county commissioners.

Q. HOW MUCH DOES IT COST TO PARTICIPATE IN NJPA?

A. There is no cost, obligation or liability to join or participate in NJPA contracts.

Q. HOW IS NJPA FUNDED?

A. NJPA is funded by a Vendor contract administrative fee. The fee is paid by the Vendor and not passed on to the NJPA Member. The fee covers the costs of contract marketing and facilitation, and it offsets operating expenses incurred by NJPA. NJPA does not receive state or federal aid, nor do we have taxing or levying authority. Therefore, we are a governmental agency, entirely entrepreneurial and functioning much like a self-supporting business. NJPA also shares these fees with other partner cooperatives or associations as they demonstrate the desire and ability to help facilitate and market available NJPA contracts.

Q. HOW CAN WE JOIN AND PARTICIPATE IN NJPA AND ITS CONTRACTS AND SERVICES?

A. The NJPA Bylaws, Article II, Subd. C describes our Membership and participation. Full voting Memberships are limited to the school districts, cities, counties and other governmental units defined in M.S. 471.59 and as established annually by the NJPA Board of Directors. Non-voting Memberships, what we call "Participating Memberships," are available to all other partnership agencies or organizations that go online to www.njpacoop.org, click on the JOIN button and submit the required information. All Members are required to sign a Participating Membership agreement. These organizations are eligible to nominate their governing board members to serve on the NJPA Board. They also become responsible for any liabilities NJPA may incur. Participating Memberships are at no cost and carry no organizational liability.

Q. DOES NJPA HAVE A PROFESSIONAL PUBLIC PURCHASING BOARD OF ADVISORS?

A. Yes. At this point all current Participating Members are a part of our Board of Advisors. NJPA also has two Member Advisory Committees: one that specializes in the fleet industry and the primary advisory that represents procurement professionals from all of our Member verticals.

Q. CAN AGENCIES OTHER THAN GOVERNMENT AND EDUCATION USE THE PROGRAM?

A. Yes, under M.S. 123A.21, all non-profit agencies may participate.

Q. WHAT SPECIFIC STATUTE GIVES MY AGENCY THE AUTHORITY TO PARTICIPATE?

A. Minnesota Statute 471.59 Joint Exercise of Powers Law and our enabling legislation, as described on page 4.

Frequently Asked Questions

Q. WHAT ARE THE ADVANTAGES OF BEING A MEMBER OF NJPA?

- A.
- Membership establishes a legal paper trail between NJPA and the Member, justifying contract access.
 - Access to competitively bid contracts, procured by a municipal contracting agency that your agency is a part of.
Because our Membership is a Joint Powers Agreement, your municipality is an owner as well as a Member of NJPA. You actually become a represented participant in the bidding process.
 - Considerable time and resource savings for participating Members.
 - Nationally leveraged and aggregated pricing and services.
 - Nationally acclaimed and recognized vendors.
 - Broad range of high-quality products and services.
 - Contracts solicited, awarded and monitored by a municipal agency and governed by a publicly elected board of directors.
NJPA also conducts an annual, independent audit as a municipal contracting agency. The annual audit is submitted to the State of Minnesota as required by state law.

Q. AS NJPA MEMBERS, ARE WE STILL ABLE TO BUY FROM OTHER CONTRACTS?

- A. Yes, all NJPA contracts are non-exclusive and are contracts of choice by our Members.

Q. CAN MY PUBLIC AGENCY USE NJPA CONTRACTS WITHOUT GOING OUT FOR SOLICITATION?

- A. Yes, in most states. All NJPA bid contracts have been competitively solicited nationally, reviewed and awarded by the NJPA Board of Directors in accordance with Minnesota public purchasing rules and regulations under the Municipal Contracting Laws, M.S. 471.345. Each solicitation and RFP contains language which includes all qualified customers in all fifty states. The RFP advises all responders that they must apply to all qualified customers in all fifty states and in some cases the provinces and territories of Canada. All RFP respondents understand that these contracts shall be used by member governmental, educational and non profit agencies throughout the United States.

Q. WHAT IS A JOINT EXERCISE OF POWERS OR COOPERATIVE PROCUREMENT AUTHORITY?

- A. State Joint Powers Statutes generally allow for one government agency to purchase using contracts competitively solicited by another government agency. This, of course, would require the consent of all parties, including the supplier. NJPA's contracts are established to meet both the competitive solicitation and consent requirements. Generally, a public or municipal agency may participate in, conduct or administer a cooperative procurement agreement with one or more other governmental units for the purpose of meeting requirements to increase efficiency or reduce administrative expenses. A cooperative agreement also allows for the purchase of supplies, materials, equipment or services by qualified agencies so as not to repeat or duplicate the competitive bidding requirements necessary for a governmental agency purchase.

The term "Governmental Unit" as used here usually includes every city, county, town, school district or other political subdivision of this or another state; the state university; any agency of the state or of the United States, and any instrumentality of a governmental unit. In some states, this power is not passed on to specific municipal agencies. These agreements are known as Joint Powers Agreements, Membership Agreements, Participation Agreements and sometimes Intergovernmental or Interlocal Agreements.

Q. HOW CAN I OBTAIN COPIES OF THE LEGAL DOCUMENTATION ASSOCIATED WITH EACH CONTRACT?

- A. As a municipal agency, NJPA is required to provide full disclosure of all procurement documents and files. Procurement files are electronically available at www.njpacoop.org or in hard copy at our office during normal NJPA business hours.

Q. WHAT ARE THE PARTS OF AN AWARDED NJPA PURCHASING CONTRACT?

- A. NJPA contracts are made up of the terms and conditions of the RFP, submitted and accepted pricing and discount schedule and the Acceptance Award document signed by the NJPA board and awarded vendor.

Frequently Asked Questions

Q. WHAT IS THE SOLICITATION AND REQUEST FOR PROPOSAL (RFP) PROCESS?

- A. NJPA conducts a thorough 10-step process, described in full on pages 9 and 10 of this document, that includes:
- 1) Researching Member Needs.
 - 2) Researching the Market for Solutions.
 - 3) Drafting and Advertising an RFP.
 - 4) Receiving Bidders' Responses.
 - 5) Evaluating Bidders' Responses.
 - 6) Making Recommendations to the NJPA Board.
 - 7) Awarding Vendor(s).
 - 8) Posting Approved Contract Documents.
 - 9) Developing and Implementing a Joint Marketing Plan with Awarded Vendors.
 - 10) Reviewing and Maintaining our Contract throughout Its Term.

Q. WHAT IS THE FIRST STEP FOR AN INTERESTED AGENCY TO PARTICIPATE?

- A. Qualifying agencies must register for Membership and may join in a matter of minutes. Visit www.njpacoop.org and apply online; download and complete a hard copy, or call 888-894-1930 to receive your application by mail.

Q. HOW DOES THE PURCHASE PROCESS FLOW?

- A. After Membership has been established, the Member selects the contract of choice from our purchasing catalog and contacts the Vendor directly for specific product, service, ordering and delivery information. Billing is executed by the servicing Vendor or manufacturer. NJPA monitors contract compliance by the Vendor to ensure a high level of service, quality of goods and general customer satisfaction as expressed by the Member. Prior to executing the purchase order, it would be the Member's responsibility to review and accept the general terms and conditions of the specific RFP of interest and at that point, execute the purchase order directly with the awarded Vendor. Your Membership allows the NJPA Board of Directors and NJPA staff to facilitate the bid and procurement responsibilities on your behalf.

Q. WHAT ABOUT CUSTOMER SATISFACTION AND ASSURANCE?

- A. NJPA requires "manufacturer product and service responsibility". This eliminates the transferring of blame in the event the customer is not satisfied. Responding manufacturers accept this responsibility and, in extreme cases, NJPA would be involved in specific communications to ensure the customer is satisfied with the complete process of procurement and contract compliance. NJPA contracts are four-year terms, reviewed annually for compliance. This level of assurance and review will give Members the leverage necessary to insure the highest level of products and service.

Q. HOW DO I BECOME AN AUTHORIZED SUPPLIER OF NJPA?

- A. NJPA encourages all national Vendors to respond to the NJPA RFP solicitations. Our bids are solicited, advertised and posted on www.njpacoop.org (our website), www.noticetobidders.com and in the Minneapolis Star Tribune.

Q. HOW DO I GET MORE INFORMATION ABOUT NJPA?

- A. Visit our web site at www.njpacoop.org or contact any of our Vendors listed in our purchasing catalog. You also may contact us directly at 888-894-1930 or:

Mike Hajek, Director of Contracts & Marketing
mike.hajek@njpacoop.org • 218-894-5477

Duff Erholtz, Manager of Membership Services
duff.erholtz@njpacoop.org • 218-894-5490

PROCUREMENT PROCESS

Our 10-Step Procurement Process:

It is the desire of NJPA to meet our Members' procurement requirements, but it is ultimately our Members' responsibility to interpret local purchasing laws to determine their own ability to access and participate with NJPA contracts. Our Request for Proposal (RFP) process is continuously being refined to meet the changing needs of our Members. The desired result is a national, competitively bid procurement and contract process that is not only valued by Members, but meets or exceeds local requirements—offering exceptional products and services from nationally acclaimed Vendors.

1) RESEARCHING MEMBER NEEDS

Carried out at numerous national trade shows, we take the opportunity to not only display our current offerings, but also listen to our Members' needs in an effort to refine our current product and service offerings.

2) RESEARCHING THE MARKET FOR SOLUTIONS

Constant research helps us develop the best approach for each offering. Some industries lend themselves to an invitation for a manufacturer's response because a single manufacturer provides a complete industry solution through a number of authorized dealers. Other industries lend themselves to an invitation for a distributor response because individual distributors provide complete industry solutions as representative for a large number of manufacturers.

3) DRAFTING AND ADVERTISING AN RFP

This involves updating our largest, single document to meet the needs and requirements of our Members through the RFP scope, goal, intent and specifications for procurement of products and equipment. NJPA reserves the right to offer, invite and conduct a pre-bid meeting to educate potential responders and answer any questions and concerns surrounding the upcoming RFP. Questions that arise are received and addressed as defined within the general terms of the RFP.

NJPA advertises each RFP for two consecutive weeks in the Minneapolis Star Tribune (print and web), on www.njpacoop.org, www.noticetobidders.com, and locally as-needed to satisfy procurement guidelines (e.g., Hawaii and Oregon). NJPA also posts bids on appropriate third party solicitation websites. NJPA desires to invite as many providers of products and equipment as possible; however, our postings require responders to meet stringent business practices, so not all providers have the ability or desire to respond. As a result, NJPA Members work with companies that demonstrate the highest level of service and delivery of products, equipment and services, as well as the best overall value at the lowest possible contract price.

4) RECEIVING BIDDERS' RESPONSES

Bids are opened at a public ceremony specified in the RFP.

5) EVALUATING BIDDERS' RESPONSES

Evaluation begins at the bid opening by determining the "Responsiveness" of each bid. "Level One Responsiveness" includes:

- Timely submission.
- Properly tabbed and organized bid.
- Electronic as well as physical copies of their submission.
- Original signatures on appropriate documents.
- Bid bond/bid security all properly submitted.

The evaluation process continues with "Level Two Responsiveness", or the evaluation of the bid response by the Bid Evaluation Committee according to the procedures and parameters set by the RFP. Our typical RFP invites the widest possible variety of products and services within the scope of a bid. Our intention is to create a contract that provides the widest possible array of utility to the widest possible array of NJPA Members. We also specifically invite bidders to define their products and services not only by industry standard terms, but also in terms of the latest technological advances and its applicability and utility to our Members.

PROCUREMENT PROCESS

Evaluating bidders' responses, continued:

The perceived procurement value of a bid to NJPA and its Members, in the opinion of NJPA, includes but is not limited to:

- Conforming to RFP's intent, scope and specifications;
- Competitive pricing strategies;
- Ability to sell and service NJPA Members nationally;
- Financial strength, experience and success in the industry/marketplace;
- References from past customers and prior experience with NJPA;
- A clear, concise, aggressive and effective marketing plan;
- Value added related products, services and technological advances;
- Financing options and detailed payment terms;
- Warranty and product and service responsibility; and
- Identifying the depth, breadth and quality of products and service offerings.

Additional consideration is given to bidder's who demonstrate "Green" and Disadvantaged Business Enterprise and the ability sell and service Canada and other International provinces.

The final evaluation is conducted using the "Bid Evaluation" form defined in the RFP. This form establishes a weighted scoring method and also provides for an optional "Cost Comparison." This point-based system is used as a part of the final scoring and awarded Vendor determination.

6) MAKING RECOMMENDATIONS TO THE NJPA BOARD

The recommendations of the Bid Review Committee are presented to the NJPA Board of Directors for final review and possible award. The NJPA Board has the final authority to issue or deny a procurement contract.

7) AWARDING VENDOR(S)

Upon approval by the NJPA Board, the recommended Vendor is awarded a four-year contract with NJPA, subject to annual renewals. The Contract Manager and/or the Director of Contracts and Marketing welcome the new vendor to NJPA.

8) POSTING APPROVED CONTRACT DOCUMENTS

A complete procurement file is organized and posted on our website, offering the applicable evaluation, contract and solicitation documents where they can be reviewed by our Members.

9) DEVELOPING AND IMPLEMENTING A JOINT MARKETING PLAN WITH AWARDED VENDORS

NJPA works with both the Vendor and Member to educate people about the benefits and uses of an awarded contract. We work with the awarded Vendor(s) to educate and energize their sales and service teams.

We advertise our awarded contracts in selected national publications, produce a full-color, hard copy "Contract Directory" and maintain a website offering of the contract opportunities. NJPA exhibits with Vendor Partners, in numerous national trade shows and provide break-out meetings presenting information at those trade shows on contract purchasing and cooperative opportunities available through NJPA.

10) REVIEWING AND MAINTAINING OUR CONTRACT THROUGHOUT ITS TERM

Contracts are reviewed annually for their effectiveness. NJPA contracts are written with four-year terms and subject to annual renewals based on those reviews. As a result, NJPA provides a simple, structured, well-documented procurement contract in an effort to create a seamless process for all of its Member procurement needs. It is important to stress that NJPA does not eliminate Member responsibility for following the bid process, but rather, provides a nationally pre-competed option, so as not to duplicate the formal bid process.

It's Simply the Best Way to Get Started

Copy this form, or join online: www.njpacoop.org and select "join."



Official

CERTIFICATE OF MEMBERSHIP

City of Raymore
Member # 39522

This certificate entitles the entity named above the opportunity to purchasing off of national competitively bid contracts. The entity will:

- ✓ Save time by using pre-bid contracts.
- ✓ Save money by leveraged volume pricing.
- ✓ Obtain quality products from nationally acclaimed vendors.



Duff Erholtz

Duff Erholtz, National Sales Manager

Creating an Alliance Between Buyers and Suppliers



June 6, 2018

The National Joint Powers Alliance (NJPA) will formally be known as Sourcewell beginning June 6, 2018.

The NJPA Board of Directors on May 15, 2018 voted to approve changing the organization's name to Sourcewell. Documentation has been formally submitted for Sourcewell to be registered and trademarked, both federally and in Minnesota, with the appropriate agencies.

Sourcewell has worked intentionally to mitigate the implications of this change to current and potential members, currently awarded vendors, and other existing partners. After June 6th, 2018, Sourcewell will maintain and continue to recognize the National Joint Powers Alliance name. Membership agreements, contracts, and agreements entered into with the National Joint Powers Alliance will remain valid and continue in effect without impact. This will ensure contractual continuity and safeguard any disruptions to engagement with Sourcewell. This includes membership, use of cooperative purchasing contracts, or other contractual engagements.

Sincerely,

A handwritten signature in blue ink, appearing to be "M. Miller", written over the word "Sincerely,".

Marcus Miller
General Counsel and Director of Government Relations

**STATE OF MINNESOTA
COUNTY OF TODD**

**RESOLUTION ESTABLISHING CORPORATE AND AGENCY NAME FOR REGION 5 SERVICE
COOPERATIVE AS SOURCEWELL (F/K/A National Joint Powers Alliance)**

Resolution No. 2018-07

WHEREAS, the Board of Directors previously authorized and directed staff undertake all actions necessary and sufficient to “rebrand” Region 5 Service Cooperative; and

WHEREAS, after careful study and consideration, the name Sourcewell was chosen as the legal, organizational, and agency name for Region 5 Service Cooperative; and

WHEREAS, the organizational bylaws were duly adopted, ratified and approved and became effective as of the May 2018 Board of Directors meeting; and

WHEREAS, Article 1, Section 1 of said bylaws establishes Sourcewell as the legal organizational name for Region 5 Service Cooperative; and

WHEREAS, Minnesota Statutes, § 123A.21 provides that the “care, management, and control” of Region 5 Service Cooperative is vested in its Board of Directors, including the power and authority to establish the legal name of the organization.

NOW THEREFORE BE IT RESOLVED by the Board of Directors as follows:

1. The name National Joint Powers Alliance is replaced and the legal, organizational, and agency name of Region 5 Service Cooperative is Sourcewell.
2. The official and effective date of this change is June 6, 2018.
3. All prior contracts and other legal obligations established or incurred under the name National Joint Powers Alliance remain in full force and effect.
4. All contracts or other legal obligations undertaken on and after June 6, 2018 shall be executed and performed in the name Sourcewell.
5. This Resolution is effective upon signature and shall henceforth serve as sufficient and official proof and evidence of the legal, organizational and agency name for Region 5 Service Cooperative.

6. The Executive Director, or his designee, is authorized and directed to provide copies of this resolution to third parties as requested or required and to affix the same to legal documents when necessary.



Chairperson, Sourcewell Board of Directors

ATTEST:



Clerk to the Board of Directors



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: February 26, 2024

SUBMITTED BY: David Gress

DEPARTMENT: Development Services

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

TITLE / ISSUE / REQUEST

Resolution 24-15: Sendera Preliminary Development Plan Extension

STRATEGIC PLAN GOAL/STRATEGY

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

FINANCIAL IMPACT

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

PROJECT TIMELINE

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

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

Request Letter
Approved Preliminary Plan
Memorandum of Understanding

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

Brad Kempf, representing Clayton Properties Group, Inc, is requesting an extension to the Sendera Preliminary Development Plan, a 135-acre development containing 343 single family lots located south of Hubach Hill Road, east of Brook Parkway.

The Sendera PUD Preliminary Development Plan was originally approved on August 23, 2021. The 1st and 2nd plats were approved by the City Council on February 28, 2022. The Preliminary Development Plan is set to expire on February 28, 2024.

The developer had originally proposed a 1-year extension, indicating that development interest still remains for the project and that infrastructure construction is imminent. Staff and the developer have agreed that a 6-month extension will allow sufficient time for construction to commence this year without letting the Preliminary Plan expire.

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

If approved, the Preliminary Development Plan will have a new expiration date of August 28, 2024.

RESOLUTION 24-15

"A RESOLUTION OF THE CITY OF RAYMORE, MISSOURI, APPROVING A SIX-MONTH EXTENSION OF THE PRELIMINARY DEVELOPMENT PLAN FOR THE SENDERA PLANNED UNIT DEVELOPMENT."

WHEREAS, The Sendera Planned Unit Development and related Memorandum of Understanding (MOU) were originally approved by the Raymore City Council on August 23, 2021; and,

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

WHEREAS, the most recent final plat applications for the Sendera Planned Unit Development were approved by the City of Raymore on February 28, 2022, and Clayton Properties Group, the owner of the property in which the Sendera Planned Unit Development is located is hereby requesting a six-month extension to the expiration date of the Preliminary Plat and MOU; and,

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

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

Section 1. This expiration date of Sendera Planned Unit Development is hereby extended for a period of 6-months, with a new expiration date of August 28, 2024.

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

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

DULY READ AND PASSED THIS 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



October 10, 2023

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

RE: Sendera MOU and PUD Preliminary Plat Approval

Dear Mr. Gress,

Clayton Properties Group, Inc., DBA Summit Homes is requesting a 1-year extension to the MOU Sendera PUD Preliminary Plat Approval. The project is still of interest however due to current economic conditions of rising interest rates we are delaying the development of this project until we see signs of improving conditions for the residential real estate market.

As discussed, this item will need to be approved by City Council and therefore, as requested, we are submitting this letter prior to the February 28, 2024 expiration for consideration. Please let us know when this will be on a City Council agenda so a Summit Homes representative can be present to answer any questions.

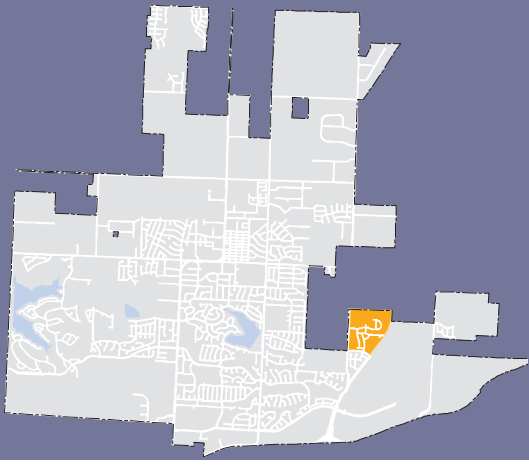
Thank you.

Sincerely,

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

Bradley Kempf
VP Land & Development

Life happens here.



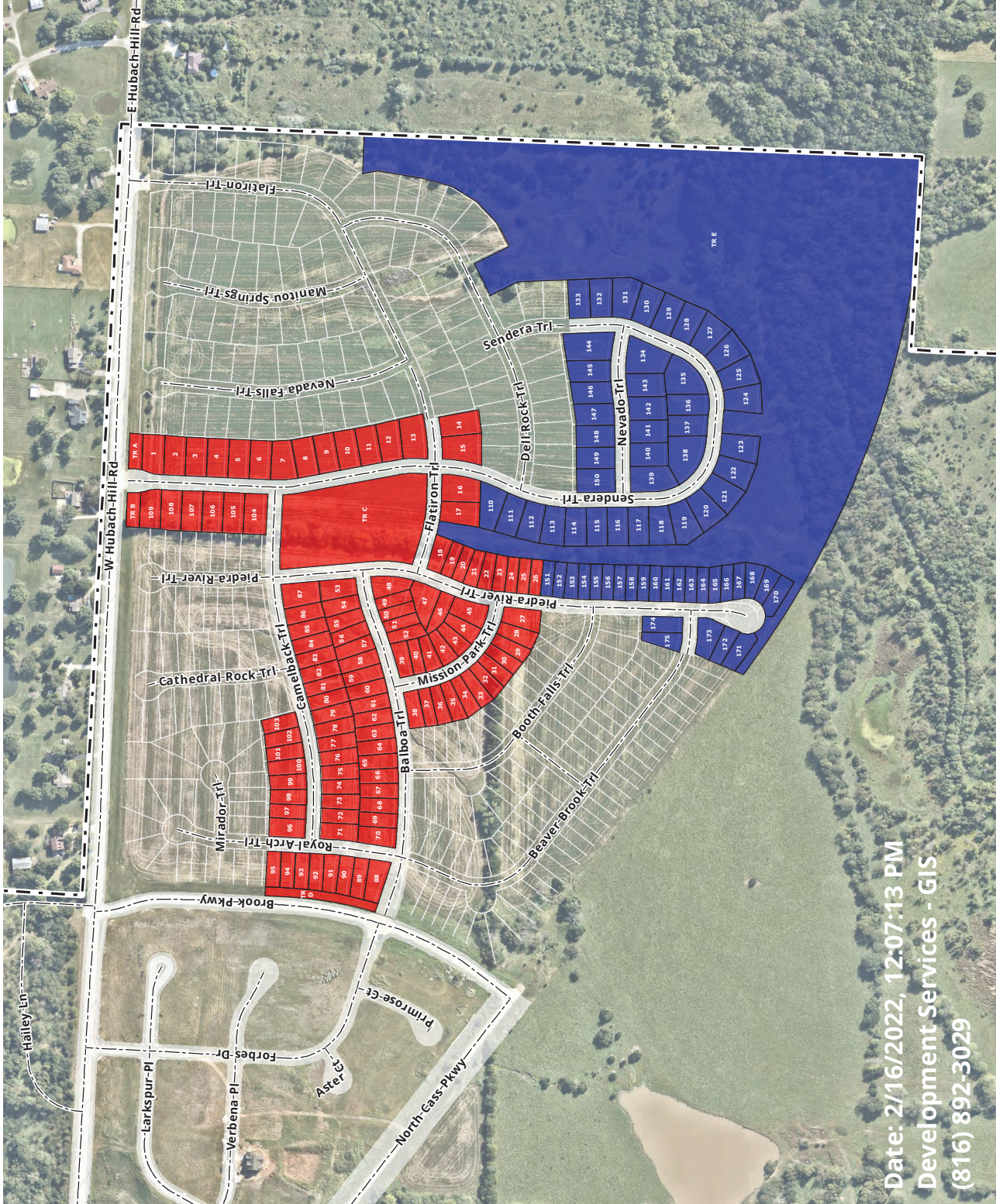
Legend

Sendera Phase

- 1st
- 2nd



Preliminary & proposed lot overlay



Date: 2/16/2022, 12:07:13 PM
 Development Services - GIS
 (816) 892-3029

RAYMORE
come home to **more**

SENDERA

Recorded in Cass County, Missouri



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Mike Medsker
Recorder of Deeds



***Memorandum of Understanding
for
Sendera***

Legal Description Contained on Page 2

Between Clayton Properties Group Inc., Grantor,

and

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

August 23, 2021

MEMORANDUM OF UNDERSTANDING
Sendera

THIS MEMORANDUM OF UNDERSTANDING ("MOU") FOR THE DEVELOPMENT OF THE SENDERA SUBDIVISION is made and entered into this 23rd day of August 2021, by and between Clayton Properties Group, Inc. ("Sub-Divider") also being referred to herein as "Grantors"; and the City of Raymore, Missouri, a Municipal Corporation and Charter City under the laws of the State of Missouri ("City").

WHEREAS, Sub-Divider seeks to obtain approval from the City for a subdivision to be known as Sendera, proposed to be located in the City of Raymore, Cass County, Missouri, and;

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

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

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

GEOGRAPHIC LOCATION:

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

A TRACT OF LAND SITUATED IN PART OF THE NORTHEAST QUARTER OF SECTION 29 AND PART OF THE NORTHWEST QUARTER OF SECTION 28 OF TOWNSHIP 46, RANGE 32, IN RAYMORE, CASS COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 28; THENCE SOUTH 02 DEGREES 31 MINUTES 38 SECONDS WEST ALONG THE WEST LINE OF SAID SECTION 28, 40.00 FEET; THENCE NORTH 87 DEGREES 02 MINUTES 37 SECONDS WEST 17.94 FEET; THENCE SOUTHERLY ALONG A NON-TANGENT CURVE TO THE LEFT WITH A RADIUS OF 270.00 FEET, AN ARC LENGTH OF 54.59 FEET AND AN INITIAL TANGENT BEARING OF SOUTH 07 DEGREES 21 MINUTES 09 SECONDS EAST; THENCE SOUTH 18 DEGREES 56 MINUTES 11 SECONDS EAST, 23.41 FEET; THENCE SOUTHERLY ALONG A TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 330.00 FEET AND AN ARC LENGTH OF 126.09 FEET; THENCE SOUTH 02 DEGREES 57 MINUTES 23 SECONDS WEST, 385.72 FEET; THENCE SOUTHERLY ALONG A TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 1280.00 FEET AND AN ARC LENGTH OF 780.00 FEET; THENCE SOUTH 37 DEGREES 52 MINUTES 15 SECONDS WEST, 23.65 FEET; THENCE SOUTH 52 DEGREES 07 MINUTES 45 SECONDS EAST, 1249.14 FEET; THENCE ALONG A TANGENT CURVE TO THE LEFT WITH A RADIUS OF 3065.00 FEET AND AN ARC LENGTH OF 1876.77 FEET; THENCE SOUTH 87 DEGREES 12 MINUTES 45 SECONDS EAST, 47.30 FEET; THENCE NORTH 02 DEGREES 23 MINUTES 36 SECONDS EAST, 2656.75 FEET; THENCE NORTH 87 DEGREES 22 MINUTES 52 SECONDS WEST, 2594.91 FEET TO THE POINT OF BEGINNING, EXCEPT THAT PART IN HUBACH HILL ROAD, EXCEPT THAT PART CONVEYED TO CITY OF RAYMORE BY MISSOURI SPECIAL WARRANTY DEED FILED AUGUST 25, 2010 AS DOCUMENT NO. 460850 IN BOOK 3375 AT PAGE 789.

PRELIMINARY DEVELOPMENT PLAN

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

2. Zoning and Land Use

a. The zoning for the entire Property shall be "PUD" Planned Unit Development District.

b. Land Use

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

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

3. Bulk and Dimensional Standards Table:

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

| | |
|-----------------------------|---------------|
| Minimum Lot Area | 4,800 sq. ft. |
| Minimum Lot Width | 40 feet |
| Minimum Lot Depth | 100 feet |
| Minimum Front Yard | 25 feet |
| Minimum Rear Yard | 20 feet |
| Minimum Side Yard | 5 feet |
| Minimum Side Yard, exterior | 15 feet |
| Maximum Building Height | 35 feet |
| Maximum Building Coverage | 40% |

4. Common Open Space and Amenities

- a. Common open space and subdivision amenities shall be provided in accordance with the approved Preliminary Development Plan.
- b. The following amenities are provided in the Preliminary Development Plan:
 - i. Swimming Pool
 - ii. Clubhouse
 - iii. Playground
 - iv. Sport Courts
 - v. Playing fields
 - vi. Pool/Clubhouse/Playground parking area
 - vii. Walking trail
 - viii. Cascading ponds - Stormwater control/treatment
- c. A minimum of 20% of the overall development shall be provided in the form of common open space.

5. Landscaping & Screening

- a. Landscaped buffers, including berms, shall be provided in the common area tracts along Hubach Hill Road and along Brook Parkway.
- 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 Development Plan.
- d. A landscape plan for the common area tracts shall be submitted with the application for each phase of a final plat that is adjacent to Hubach Hill Road or Brook Parkway.
- e. All required buffer landscaping shall be installed prior to the issuance of any Certificate of Occupancy for any home within the corresponding phase of the final plat.

6. Parking

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

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

- b. Off-street parking shall be provided on Tract E at the time the subdivision amenities in Tract E are constructed, as follows:

| Use | Minimum Parking Spaces Required |
|-------------------------------|---|
| Private Recreation Facilities | 1 space for each 4,000 square feet of building area devoted to recreational use |

PHASING SCHEDULE

1. The Preliminary Development Plan is being approved with 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 one year of the date of approval of the Preliminary Development Plan or the Preliminary Development Plan becomes null and void.

TRANSPORTATION IMPROVEMENTS

1. **Road Improvements**
 - a. All proposed roads shall be constructed as local roads with a fifty foot (50') right-of-way.
 - b. Hubach Hill Road and Brook Parkway were designed, and have been constructed, to provide access to the subdivision. No additional off-site road improvements are required.

- c. 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. An eight-foot (8') trail is required along the south side of Hubach Hill Road. This trail shall be constructed as part of the installation of public improvements for the phase of the subdivision containing any lots that are adjacent to Hubach Hill Road.
- b. A five foot (5') sidewalk is required along the east side of Brook Parkway. This sidewalk shall be constructed as part of the installation of public improvements for the phase of the subdivision containing any lots that are adjacent to Brook Parkway.
- c. A five foot (5') sidewalk is required on all lots and common areas within the subdivision, and shall be constructed prior to the issuance of a Certificate of Occupancy for the building(s), unit(s), or amenities the sidewalk is intended to serve.
- d. The six foot (6') trail that is identified on the preliminary plan shall be constructed as part of the installation of public improvements for the phase of the subdivision that contains a trail segment.

3. Street Lights

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

SANITARY SEWER IMPROVEMENTS

1. Sanitary sewer service shall be provided to each lot and to the clubhouse building by the Sub-Divider. A sanitary sewer line shall extend to the exterior perimeter property line of the development to provide service to adjacent properties.
2. All public improvements shall be installed in accordance with City standards. Before the installation of any sanitary sewer system

improvements, the Sub-Divider shall have the engineering plans approved by the MoDNR and the City of Raymore.

3. The sanitary sewer shall be of sufficient size and depth to serve the tributary area identified in the City's Comprehensive Sewer Plan.
4. The Sub-Divider agrees to pay any applicable sewer connection fees and rate charges.
5. All improvements must be approved by the City, constructed to City standards, and inspected by the City; and the Sub-Divider agrees to dedicate easements to the City in compliance with City standards for utility easements.

WATER MAIN IMPROVEMENTS

1. The development is located within the territorial area of the Cass County Public Water Supply District #10 and shall be served by the district.
2. All improvements to the water service system shall comply with the requirements of the Water District, the City of Raymore and with the requirements of the South Metropolitan Fire Protection District.

STORMWATER IMPROVEMENTS

1. On-site stormwater management shall be completed in accordance with the stormwater management study approved as part of the Preliminary Plan.
2. A final stormwater management plan is required to be submitted at the time public improvement construction plans are submitted for all the land area contained within the final plat phase.
3. Stormwater management infrastructure shall be installed and operational prior to the issuance of a Certificate of Occupancy for any applicable or affected building in the final plat phase.
4. Storm Water Quality BMPs shall be incorporated into the stormwater management plan in accordance with Chapter 450 of the Unified Development Code.
5. A Stormwater Maintenance Agreement shall be submitted addressing the perpetual maintenance of all stormwater management infrastructure.

STREAM ASSESSMENT

1. The Good Ranch Master Development Agreement, dated October 14, 2014, is applicable to the development.
2. The placement of the cascading pools and on-site stormwater management system is satisfactory to comply with the requirements of the stream assessment completed as part of the Master Development Agreement. The cascading pools and BMPs shall be completed prior to the issuance of any Certificate of Occupancy for the 1st phase of the subdivision.

OPEN SPACE AND AMENITIES

1. Private open space and amenities shall be provided in accordance with the approved Preliminary Development Plan. All privately owned open space, common areas, or amenities shall be constructed and maintained by the Sub-Divider or the projects Home Owners Association (HOA)
2. The following amenities were provided in the Preliminary Development Plan:
 - a. Clubhouse
 - b. Swimming pool
 - c. Playground
 - d. Sport courts
 - e. Playing fields
 - f. Walking trails
 - g. Buffer areas along Hubach Hill Road and Brook Parkway
 - h. Cascading pools for stormwater control
3. Prior to the full build-out of the subdivision, all amenities shown on the Preliminary Development Plan shall be constructed. Throughout the development process, amenities shall be constructed in accordance with the following phasing schedule:
 - a. **Pool, Clubhouse, Playground, Sport Courts, and Playing Fields** - Shall be constructed with Phase 1.
 - b. **Walking Trails** - Shall be constructed with the public improvements for the phase(s) of the development that contains a trail segment.
 - c. **Buffer Areas** - Shall be constructed with the public improvements for the phase(s) of the development that contains the buffer tract areas.
 - d. **Cascading Pools** - Shall be constructed with the public improvements for the first phase of the subdivision.

SIGNAGE

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

FLOODPLAIN

1. No portion of any platted lot shall encroach in the Federal Emergency Management Agency (FEMA) floodplain or the 100-year flood elevation for areas not identified as special flood hazard areas. Common area tracts are allowed to encroach into the floodplain.
2. No land disturbance activities or removal of any trees shall occur within the floodplain area except for:
 - a. work to install the necessary outlet structures for the stormwater detention facilities; or
 - b. work necessary for implementation of any stream enhancements required as part of the stream assessment for development.
 - c. Sanitary/storm sewer and trail construction.
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.

CASS COUNTY PUBLIC WATER SUPPLY DISTRICT #10

1. The subdivision is located within the territorial boundaries of the Cass County Public Water Supply District #10.
2. All City of Raymore requirements, and South Metropolitan Fire Protection District requirements, for hydrant placement, fire protection, water volume available, and water pressure, shall be complied with.

HUBACH HILL ROAD AND NORTH CASS PARKWAY COMMUNITY IMPROVEMENT DISTRICT

1. The subdivision is located within the boundaries of the Hubach Hill and North Cass Parkway Community Improvement District.
2. All lots located within the subdivision will be subject to any special assessment approved by the District Board for the life of the District.

STREET NAMES AND ADDRESSING

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

INSTALLATION AND MAINTENANCE OF PUBLIC IMPROVEMENTS

1. Before the installation of any improvements or the issuance of building permits for a Platted Area, Sub-Divider shall have all engineering plans approved by the City of Raymore.
2. Prior to the issuance of building permits, 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 for each phase.
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 to the extent arising from the construction of the public and amenity 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 public and amenity 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. This indemnity shall not apply to construction of residences or to any maintenance responsibilities of the City.

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. This Agreement shall not be binding upon individual lot owners (other than sub-divider).

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. This Agreement shall not be binding upon individual lot owners or lots (except for sub-divider and lots owned by it).
6. Any provision of this agreement which is not enforceable according to law will be severed heretofore and the remaining provisions shall be enforced to the fullest extent permitted by law. The terms of this agreement shall be construed and interpreted according to the laws of the State of Missouri. Venue for any dispute arising from, or interpretation of this agreement shall be in the Circuit Court of Cass County, Missouri.
7. The undersigned represent that they each have the authority and capacity from the respective parties to execute this Agreement. This Agreement shall not be effective until approved by ordinance duly enacted by the City Council of the City of Raymore, Missouri.
8. Whenever in this agreement it shall be required or permitted that notice or demand be given or served by either party to this agreement to or on the other party, such notice or demand shall be delivered personally or mailed by First Class United States mail to the addresses hereinafter set forth. Such notice or demand shall be deemed timely given when delivered personally or when deposited in the mail in accordance with the above.

If to the City, at:

City Manager
100 Municipal Circle
Raymore, MO 64083

If to Clayton Properties, Group Inc. at:

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

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



THE CITY OF RAYMORE, MISSOURI

Jim Feuerborn
Jim Feuerborn, City Manager

Attest:

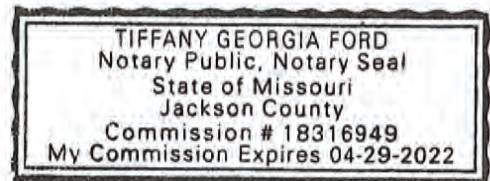
Erica Hill
Erica Hill, City Clerk

Clayton Properties Group, Inc., DBA
Summit Homes

Bradley Kempf
Bradley Kempf - Assistant Secretary

Subscribed and sworn to me on this
the 26 day of July 2021
in the County of Missouri Jackson
State of Missouri

Stamp:



Notary Public: Tiffany Georgia Ford My Commission Expires: 4-29-2022

PRELIMINARY PLAT OF
SENDERA
 A SUBDIVISION IN THE NE 1/4, SECTION 29 AND NW 1/4, OF SECTION 28, TOWNSHIP
 40 NORTH, RANGE 32 WEST, IN THE CITY OF RAYMORE, CLATS COUNTY, MISSOURI

ON-CELLAR GARAGE IS ALLOWED ON LOTS 100-104
 FOR THE SUBDIVISION FOR STORAGE PURPOSE (TMS)



LEGAL DESCRIPTION:
 A SUBDIVISION IN THE NE 1/4, SECTION 29 AND NW 1/4, OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 32 WEST, IN THE CITY OF RAYMORE, CLATS COUNTY, MISSOURI.

PROPOSED LOTS:
 100-104, 105-109, 110-114, 115-119, 120-124, 125-129, 130-134, 135-139, 140-144, 145-149, 150-154, 155-159, 160-164, 165-169, 170-174, 175-179, 180-184, 185-189, 190-194, 195-199, 200-204, 205-209, 210-214, 215-219, 220-224, 225-229, 230-234, 235-239, 240-244, 245-249, 250-254, 255-259, 260-264, 265-269, 270-274, 275-279, 280-284, 285-289, 290-294, 295-299, 300-304, 305-309, 310-314, 315-319, 320-324, 325-329, 330-334, 335-339, 340-344, 345-349, 350-354, 355-359, 360-364, 365-369, 370-374, 375-379, 380-384, 385-389, 390-394, 395-399, 400-404, 405-409, 410-414, 415-419, 420-424, 425-429, 430-434, 435-439, 440-444, 445-449, 450-454, 455-459, 460-464, 465-469, 470-474, 475-479, 480-484, 485-489, 490-494, 495-499, 500-504, 505-509, 510-514, 515-519, 520-524, 525-529, 530-534, 535-539, 540-544, 545-549, 550-554, 555-559, 560-564, 565-569, 570-574, 575-579, 580-584, 585-589, 590-594, 595-599, 600-604, 605-609, 610-614, 615-619, 620-624, 625-629, 630-634, 635-639, 640-644, 645-649, 650-654, 655-659, 660-664, 665-669, 670-674, 675-679, 680-684, 685-689, 690-694, 695-699, 700-704, 705-709, 710-714, 715-719, 720-724, 725-729, 730-734, 735-739, 740-744, 745-749, 750-754, 755-759, 760-764, 765-769, 770-774, 775-779, 780-784, 785-789, 790-794, 795-799, 800-804, 805-809, 810-814, 815-819, 820-824, 825-829, 830-834, 835-839, 840-844, 845-849, 850-854, 855-859, 860-864, 865-869, 870-874, 875-879, 880-884, 885-889, 890-894, 895-899, 900-904, 905-909, 910-914, 915-919, 920-924, 925-929, 930-934, 935-939, 940-944, 945-949, 950-954, 955-959, 960-964, 965-969, 970-974, 975-979, 980-984, 985-989, 990-994, 995-999, 1000-1004, 1005-1009, 1010-1014, 1015-1019, 1020-1024, 1025-1029, 1030-1034, 1035-1039, 1040-1044, 1045-1049, 1050-1054, 1055-1059, 1060-1064, 1065-1069, 1070-1074, 1075-1079, 1080-1084, 1085-1089, 1090-1094, 1095-1099, 1100-1104, 1105-1109, 1110-1114, 1115-1119, 1120-1124, 1125-1129, 1130-1134, 1135-1139, 1140-1144, 1145-1149, 1150-1154, 1155-1159, 1160-1164, 1165-1169, 1170-1174, 1175-1179, 1180-1184, 1185-1189, 1190-1194, 1195-1199, 1200-1204, 1205-1209, 1210-1214, 1215-1219, 1220-1224, 1225-1229, 1230-1234, 1235-1239, 1240-1244, 1245-1249, 1250-1254, 1255-1259, 1260-1264, 1265-1269, 1270-1274, 1275-1279, 1280-1284, 1285-1289, 1290-1294, 1295-1299, 1300-1304, 1305-1309, 1310-1314, 1315-1319, 1320-1324, 1325-1329, 1330-1334, 1335-1339, 1340-1344, 1345-1349, 1350-1354, 1355-1359, 1360-1364, 1365-1369, 1370-1374, 1375-1379, 1380-1384, 1385-1389, 1390-1394, 1395-1399, 1400-1404, 1405-1409, 1410-1414, 1415-1419, 1420-1424, 1425-1429, 1430-1434, 1435-1439, 1440-1444, 1445-1449, 1450-1454, 1455-1459, 1460-1464, 1465-1469, 1470-1474, 1475-1479, 1480-1484, 1485-1489, 1490-1494, 1495-1499, 1500-1504, 1505-1509, 1510-1514, 1515-1519, 1520-1524, 1525-1529, 1530-1534, 1535-1539, 1540-1544, 1545-1549, 1550-1554, 1555-1559, 1560-1564, 1565-1569, 1570-1574, 1575-1579, 1580-1584, 1585-1589, 1590-1594, 1595-1599, 1600-1604, 1605-1609, 1610-1614, 1615-1619, 1620-1624, 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Miscellaneous

THE RAYMORE CITY COUNCIL HELD A WORK SESSION ON MONDAY, FEBRUARY 5, 2024, AT 6:00 P.M., AT RAYMORE CITY HALL, 100 MUNICIPAL CIRCLE. PRESENT: MAYOR TURNBOW, COUNCILMEMBERS ABDELGAWAD, BAKER, BARBER, BURKE III, ENGERT, FORSTER, HOLMAN, AND TOWNSEND. ALSO PRESENT: CITY MANAGER JIM FEUERBORN, CITY ATTORNEY JONATHAN ZERR, AND CITY STAFF.

A. SB 190 Property Tax Credit

City Manager Jim Feuerborn discussed last year's passage of SB 190 which authorizes a county to grant a property tax credit to taxpayers who are eligible for Social Security retirement benefits. Staff was directed by the City Council to draft a letter that would be sent to the Cass County Commissioners indicating significant issues that could arise from SB190 and encouraging the Commission to put limitations on any ordinance passed or to not adopt an ordinance until legal and financial questions were answered surrounding SB 190.

B. 2024 Street Preservation Curb Replacement Programs

Public Works Director Mike Krass outlined this season's recommended infrastructure programs to the City Council.

C. Board and Commission Appointments

Mayor Turnbow presented recommendations for Planning and Zoning Commission and Arts Commission appointments to the Council. The appointments will be presented for consideration at the next regular meeting.

D. Other

MOTION: By Councilmember Abdelgawad, second by Councilmember Townsend to enter into executive session to discuss litigation matters and land acquisition matters as authorized by §610.021(1)(2).

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| ROLL CALL VOTE: | Councilmember Abdelgawad | Aye |
| | Councilmember Baker | Aye |
| | Councilmember Barber | Aye |
| | Councilmember Burke III | Aye |
| | Councilmember Engert | Aye |
| | Councilmember Forster | Aye |
| | Councilmember Holman | Aye |
| | Councilmember Townsend | Aye |

The work session of the Raymore City Council adjourned to Executive Session at 6:52 p.m.