



AGENDA

Raymore City Council Regular Meeting
City Hall – 100 Municipal Circle
Monday, October 14, 2024
6:00 PM

1. Call to Order

2. Roll Call

3. Pledge of Allegiance

4. Presentations / Awards

5. Personal Appearances

6. Staff Reports

- A. Development Services
- B. Monthly Court Report
- C. Police/Emergency Management

7. Committee Reports

8. Consent Agenda

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

- A. City Council Meeting Minutes, September 23, 2024

9. Unfinished Business - Second Reading

- A. Evergy Franchise Agreement

Reference:

Bill 3912
Ordinance 23067
Ordinance 23068

Bill 3912 seeks approval for the City of Raymore and Evergy Missouri West to extend their franchise and authorization terms for an additional twenty (20) years. The agreement and terms match prior arrangements approved by the City in 2003. The franchise will allow Evergy Missouri West to construct, operate, and maintain all appropriate facilities for the provision of light, heat, and power within the city. In exchange for the franchise to operate within the city, Evergy Missouri West will pay a seven (7) percent franchise fee on all gross receipts for the provision of the electric services.

- City Council, 09/23/2024: Approval 8-0

B. Sunset Lane Acquisition/Settlement Agreement

Reference:

Bill 3913

Acquisition Agreement

Bill 3913 seeks approval of an acquisition agreement for necessary right-of-way and temporary construction easements from the Fred A. Ashbaugh IRA and the Fred and Susan Ashbaugh Trust. The right-of-way and temporary construction easements will allow for the completion of Sunset Lane from its current northern terminus to 163rd Street. Approval of Bill 3913 will also authorize payment of the acquisition costs of \$44,197.51 from the city to Mr. and Mrs. Ashbaugh, along with dismissal of the pending condemnation action filed in the Cass County Circuit Court.

- City Council, 09/23/2024: Approval 8-0

C. Award of Contract - Sunset Lane & Hawk Ridge Park Project

Reference:

Bill 3916

Contract

The Sunset Lane and Hawk Ridge Park Project involves the construction of approximately 3,109 feet of Sunset Lane and the grading and paving for a new plaza and paved parking lot at Hawk Ridge Park. Staff recommends award of contract to VF Anderson Builders.

- City Council, 09/23/2024: Approval 8-0

D. Award of Contract - Sidewalk Replacement Project

Reference:

Bill 3917

Map

Contract

The 2024 Sidewalk Replacement Project primarily includes removal and replacement of existing sidewalks and replacing/installing ADA Ramps. Staff recommends award of contract to INCO USA, LLC.

- City Council, 09/23/2024: Approval 8-0

E. Award of Contract - Memorial Park Bridges

Reference:

Bill 3915

Contract

Staff is presenting a contract award for the replacement of three bridges at Memorial Park along the Arboretum Trail as part of the overall trails replacement program. Staff is recommending award of contract to Terry Snelling Construction.

- City Council, 09/23/2024: Approval 8-0
- Park Board, 09/10/2024: Approval 5-0

10. New Business - First Reading

A. Adoption of the FY2025 City Budget (public hearing)

Reference:

Bill 3918

The proposed Fiscal Year 2025 Budget was presented to the City Council on Aug. 19. The Council discussed the budget at three work sessions since it was presented by the City Manager. The Fiscal Year 2025 begins Nov. 1, 2024. The proposed budget can be viewed at www.raymore.com/budget.

- No previous action on this item

B. Budget Amendment: FY 2024 Operating Adjustments

Reference:

Bill 3919

During Fiscal Year 2024, a number of line-item expenditures exceeded the adopted budget. In addition, there was a personnel change. A budget adjustment is necessary to account for those items as they are expenses in Fiscal Year 2024.

- No previous action on this item

C. Timber Ridge Rezoning R-1P to R-2 (public hearing)

Reference:

Bill 3924

Rezoning Staff Report

Staff Report Attachment - Site Photos

Conceptual Layout

Sean Siebert is requesting to reclassify the zoning designation of approximately 17.33 acres of land, generally located at the northeast corner of Dean Avenue and Johnston Drive from "R-1P" Single Family Residential Planned District to "R-2" Single and Two-Family Residential District.

- Planning and Zoning Commission, 9/17/2024: Approval 8-0

D. Timber Ridge Preliminary Plat (public hearing)

Reference:

Resolution 24-28

Preliminary Plat Staff Report

Staff Report Attachment - Site Photos

Timber Ridge MOU

Preliminary Plat Drawing

Sean Siebert is requesting preliminary plat approval for the proposed Timber Ridge Subdivision, a 35 lot two-family subdivision located on approximately 17.33 acres generally located at the northeast corner of Dean Avenue and Johnston Drive. The proposed preliminary plat includes 70 two-family units.

- Planning and Zoning Commission, 9/17/24: Approval 7-1

E. Peak Auto Conditional Use Permit - 217 N. Madison (public hearing)

Reference:

- Bill 3923
- Conditional Use Permit Staff Report
- Conceptual Layout
- Staff Report Attachment - Site Photos
- Staff Report Attachment - Auto Sales History

Trent Sweitzer, representing Peak Auto Group, is requesting a Conditional Use Permit to operate a "Light Equipment and Vehicle Sales or Rental" business and share the building with the existing Summit Integrity Automotive business, located at 217 N. Madison St. The request allows for the applicant to sell used vehicles on the property associated with the existing vehicle repair business.

- Planning and Zoning Commission, 9/17/24, Approval 8-0

F. Establishing a Stop Sign

Reference:

- Bill 3922
- Kettering Stop sign map

Approval of this item would establish an all way stop at the intersection of Creekmoor Drive and Kettering Lane.

- No previous action on this item

G. General Obligation Series 2024 Bond Issue

Reference:

- Bill 3920

On Aug. 4, 2020, Raymore voters approved the issuance of no-tax increase debt to fund \$17.57 million in street improvements. This Ordinance calls for the sale of general obligation bonds to fund a portion of those

improvements. This is the third sale and is scheduled for Nov. 12, 2024, for a total principal amount of \$5,515,000.

- No previous action on this item

11. Public Comments

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

12. Mayor/Council Communication

13. Adjournment

MISCELLANEOUS

City Council Work Session Notes, 09/30/2024

City Council Work Session Notes, 10/07/2024

EXECUTIVE SESSION (CLOSED MEETING)

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

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

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

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

MONTHLY DEPARTMENT REPORT SEPTEMBER 2024

BUILDING PERMIT & INSPECTION ACTIVITY -

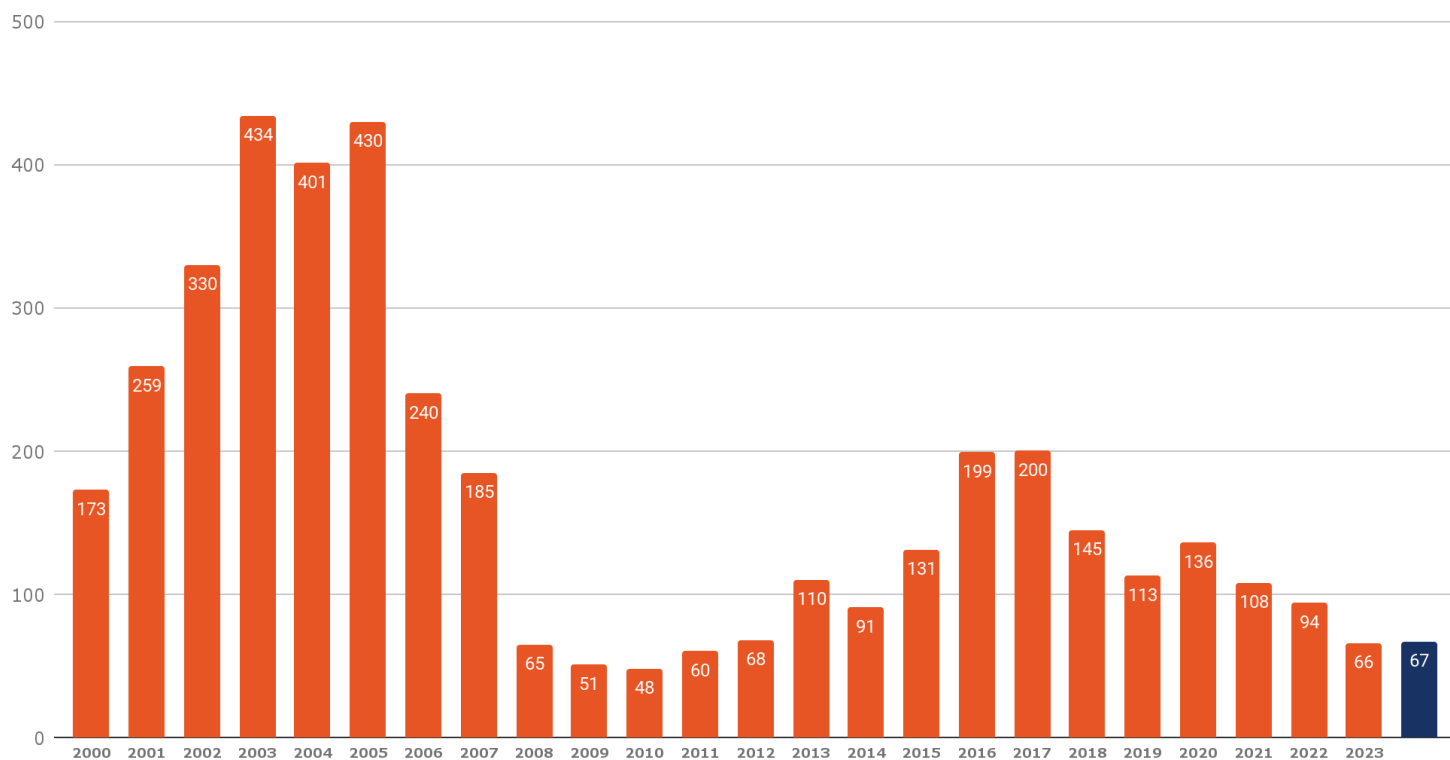
TYPE OF PERMIT	SEPT 2024	2024 YTD	2023 YTD	2023 TOTAL
Detached Single-Family Residential	9	67	53	71
Attached Single-Family Residential	0	80	70	110
Multi-Family Residential (apartment)	0	13	0	0
Miscellaneous Residential (deck; roof)	63	578	567	753
Commercial - New, Additions, Alterations	3	30	20	27
Sign Permits	1	51	48	64
BUILDING INSPECTIONS	SEPT 2024	2024 YTD	2023 YTD	2023 TOTAL
Total No. of Inspections	426	3,704	4,122	5,514
Residential Inspections	305	2,378	1,996	2,836
Commercial Inspections	121	1,326	2,126	2,678
INVESTMENT	SEPT 2024	2024 YTD	2023 YTD	2023 TOTAL
Total Residential Permit Valuation	\$4,175,180	\$40,081,440	\$33,134,440	\$47,930,930
Total Commercial Permit Valuation	\$152,000	\$35,090,341	\$34,596,550	\$40,675,232

BUILDING CONSTRUCTION ACTIVITY -

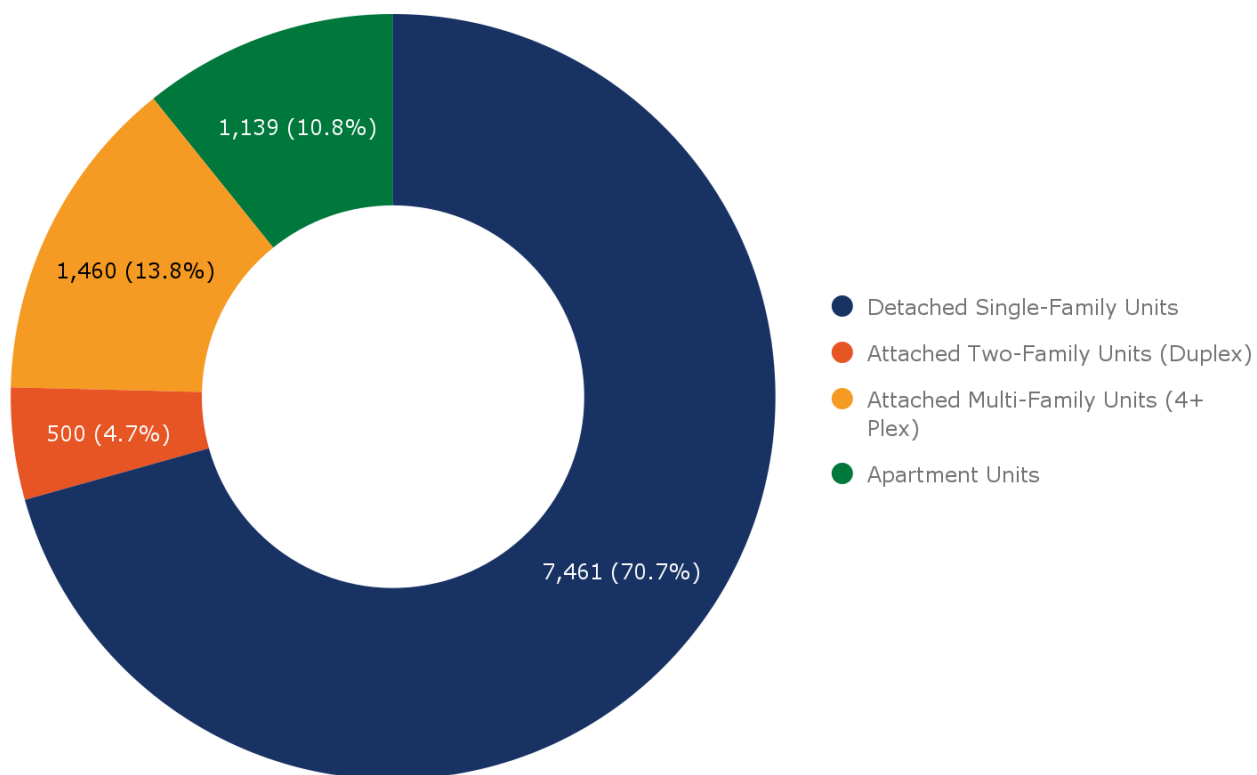
- Vertical constriction of the multi-tenant building located at [1830-1832 W. Foxwood Drive](#) continues. Masonry block and exterior wall framing is underway.
- Framing and sheathing of exterior walls and trusses at the [Chick-Fil-A](#) was completed. Concrete and asphalt improvements are being made to the drive-thru and parking lot areas.
- The expansion and remodel of Walmart continues to progress rough-in construction has been completed on the exterior work, and interior remodel is nearing the final stages.
- Building Official Jon Woerner continued routine building inspections at the Raymore Activity Center expansion project, which is nearing completion.
- The first three home permits were issued in the Park Side subdivision to Hearthside Homes

BUILDING PERMIT TRENDS AND HOUSING UNIT INVENTORY -

Single Family Housing Permit Trends 2000-2024



Existing Housing Unit Inventory



CODE ENFORCEMENT ACTIVITY -

CODE ENFORCEMENT	SEPT 2024	2024 YTD	2023 YTD	2023 TOTAL
Code Enforcement Cases Opened	52	633	594	682
<i>Notices Mailed</i>		0	-	
-Tall Grass/Weeds	14	153	143	131
- Inoperable Vehicles	14	213	179	230
- Junk/Trash/Debris in Yard	7	97	93	125
- Object placed in right-of-way	1	9	10	19
- Parking of vehicles in front yard	2	33	32	31
- Exterior home maintenance	9	71	64	76
- Other (trash at curb early; signs; etc)	0	0	0	0
Properties mowed by City Contractor	10	53	49	59
Abatement of violations (silt fence repaired; trees removed; stagnant pools emptied; debris removed)	0	3	0	5
Signs in right-of-way removed	47	489	801	628
Violations abated by Code Officer	4	39	63	55

PLANNING AND ZONING ACTIVITY -

CURRENT PROJECTS -

- Comprehensive Plan
- Timber Ridge Rezoning & Preliminary Plat R-1P to R-2
- White Tail Run PUD Rezoning & Preliminary Plan
- Peak Auto Group (217 N. Madison) Conditional Use Permit
- Cunningham at Creekmoor 4th Final Plat
- Park Side 2nd Final Plat

ACTIONS OF BOARDS, COMMISSIONS & CITY COUNCIL -

SEPTEMBER 3, 2024 PLANNING AND ZONING COMMISSION -

- 2025-2029 Capital Improvement Program (public hearing)
- 2024 Annual UDC Review

SEPTEMBER 9 2024 CITY COUNCIL MEETING -

- No Development Services items

SEPTEMBER 11, 2024 BOARD OF ADJUSTMENT MEETING -

- Peak Auto Group (217 N Madison) Variance of Use - Vehicle Sales in C-2 Zoning District, approved

SEPTEMBER 17, 2024 PLANNING AND ZONING COMMISSION -

- Timber Ridge Rezoning (public hearing), recommended approval, 8-0
- Timber Ridge Preliminary Plat (public hearing), recommended approval, 7-1

- Peak Auto Group Conditional Use Permit - Vehicle Sales in C-2 Zoning District (public hearing), recommended approval 8-0

SEPTEMBER 18 2024 GOOD NEIGHBOR MEETING - CITY HALL

- White Tail Run PUD Rezoning and Preliminary Plan

SEPTEMBER 23 2024 CITY COUNCIL MEETING -

- No Development Services items

UPCOMING MEETINGS - OCTOBER

OCTOBER 1, 2024 PLANNING AND ZONING COMMISSION -

- Meeting canceled

OCTOBER 14, 2024 CITY COUNCIL MEETING -

- 1st Reading - Timber Ridge Rezoning (public hearing)
- 1st Reading - Timber Ridge Preliminary Plat (public hearing)
- 1st Reading - Peak Auto Group Conditional Use Permit - Vehicle Sales in C-2 Zoning District (public hearing)
- 1st Reading - FY2025 Budget & CIP

OCTOBER 15, 2024 PLANNING AND ZONING COMMISSION -

- Cunningham at Creekmoor 4th Final Plat
- Park Side 2nd Final Plat
- Madison Valley Neighborhood Pool and Clubhouse Site Plan
- White Tail Run PUD Rezoning and Preliminary Plan (public hearing)

OCTOBER 28, 2024 CITY COUNCIL MEETING-

- 2nd Reading - Timber Ridge Rezoning (public hearing)
- 2nd Reading - Peak Auto Group (217 N Madison) Variance of Use - Vehicle Sales in C-2 Zoning District
- 2nd Reading - FY2025 Budget & CIP

DEPARTMENT ACTIVITY & EVENTS - SEPTEMBER

- The Planning and Zoning Commission met on Tuesday, Sept. 9 to hold a public hearing on the proposed 2025-2029 Capital Improvement Plan as part of the proposed FY25 budget, as well as review the 2024 Annual Review of the Unified Development Code.
- A Good Neighbor Informational Meeting was held for an application filed requesting the rezoning and preliminary plat approval for the remaining land surrounding the [White Tail Run subdivision](#), located generally at the intersection of 195th Street and Elk Drive.
- Economic Development Director Jordan Lea attended a Strategic Communications Committee Workforce YOU meeting.
- The Planning and Zoning Commission met on Tuesday, Sept. 17 to review 3 items, including the rezoning and preliminary plat for the proposed [Timber Ridge Subdivision](#), and a Conditional Use Permit for a proposed "Light Equipment and Vehicle Sales or Rental" business located at 217 N. Madison. The Commission recommended approval to all 3 applications.

- Economic Development Director Jordan Lea attended Heartland Certified Public Manager Program presented by the University of Kansas Public Management Center. Lea and Parks and Recreation Director Nathan Musteen won the "How Well Do You Know KC?" game hosted by the Mid-America Regional Council (MARC).



- Economic Development Director Jordan Lea and Development Services Director David Gress attended the monthly meeting with Placer.ai.

- Economic Development Director Jordan Lea and Development Services Director David Gress attended the Raymore Chamber of Commerce monthly board meeting.

- Economic Development Director Jordan Lea attended the International Economic Development Council's Annual Conference in Denver, Colorado. At the conference, Lea received the 2024 Gold Excellence Award for the 2023 Annual Report.

- Economic Development Director Jordan Lea and Development Services David Gress attended the Raymore Chamber of Commerce September speed networking luncheon.

- Economic Development Director Jordan Lea met with the planning committee for the Transportation Summit on Oct. 29 from 10 a.m. to 2 p.m. at Centerview. [Click here for more information.](#)



MUNICIPAL DIVISION SUMMARY REPORTING FORM

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

<u>I. COURT INFORMATION</u>		Municipality: Raymore Municipal		Reporting Period: Sep 1, 2024 - Sep 30, 2024	
Mailing Address: 100 MUNICIPAL CIRCLE, RAYMORE, MO 64083					
Physical Address: 100 MUNICIPAL CIRCLE, RAYMORE, MO 64083				County: Cass County	
Telephone Number: (816)3311712		Fax Number:			
Prepared by: Angela Davis		E-mail Address:			
Municipal Judge:					
<u>II. MONTHLY CASELOAD INFORMATION</u>		Alcohol & Drug Related Traffic		Other Traffic	Non-Traffic Ordinance
A. Cases (citations/informations) pending at start of month		66		1,540	608
B. Cases (citations/informations) filed		3		130	41
C. Cases (citations/informations) disposed					
1. jury trial (Springfield, Jefferson County, and St. Louis County only)		0		0	0
2. court/bench trial - GUILTY		0		0	2
3. court/bench trial - NOT GUILTY		0		0	0
4. plea of GUILTY in court		4		102	20
5. Violations Bureau Citations (i.e. written plea of guilty) and bond forfeiture by court order (as payment of fines/costs)		0		42	1
6. dismissed by court		0		3	3
7. <i>nolle prosequi</i>		0		7	8
8. certified for jury trial (not heard in Municipal Division)		0		0	0
9. TOTAL CASE DISPOSITIONS		4		154	34
D. Cases (citations/informations) pending at end of month [pending caseload = (A+B)-C9]		65		1,516	615
E. Trial de Novo and/or appeal applications filed		0		0	0
<u>III. WARRANT INFORMATION</u> (pre- & post-disposition)		<u>IV. PARKING TICKETS</u>			
1. # Issued during reporting period	82	1. # Issued during period			0
2. # Served/withdrawn during reporting period	71	☐ Court staff does not process parking tickets			
3. # Outstanding at end of reporting period	1,844				

MUNICIPAL DIVISION SUMMARY REPORTING FORM

<u>COURT INFORMATION</u>	Municipality: Raymore Municipal	Reporting Period: Sep 1, 2024 - Sep 30, 2024
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V. DISBURSEMENTS

Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)		Other Disbursements: Enter below additional surcharges and/or fees not listed above. Designate if subject to the excess revenue percentage limitation. Examples include, but are not limited to, arrest costs and witness fees.	
Fines - Excess Revenue	\$16,527.50	Bad Check Fee-E/R	\$25.00
Clerk Fee - Excess Revenue	\$1,552.37	Court Automation	\$1,214.18
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Excess Revenue	\$47.87	Law Enf Arrest-Local	\$200.00
Bond forfeitures (paid to city) - Excess Revenue	\$280.00	Total Other Disbursements	\$1,439.18
Total Excess Revenue	\$18,407.74	Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited	\$31,168.50
Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)		Bond Refunds	\$953.50
		Total Disbursements	\$32,122.00
Fines - Other	\$7,755.00		
Clerk Fee - Other	\$529.09		
Judicial Education Fund (JEF) ☐ Court does not retain funds for JEF	\$0.00		
Peace Officer Standards and Training (POST) Commission surcharge	\$173.44		
Crime Victims Compensation (CVC) Fund surcharge - Paid to State	\$1,236.74		
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Other	\$16.31		
Law Enforcement Training (LET) Fund surcharge	\$344.00		
Domestic Violence Shelter surcharge	\$688.00		
Inmate Prisoner Detainee Security Fund surcharge	\$344.00		
Restitution	\$0.00		
Parking ticket revenue (including penalties)	\$0.00		
Bond forfeitures (paid to city) - Other	\$235.00		
Total Other Revenue	\$11,321.58		

Police/Emergency Management Report

10-14-24

- The Raymore Police Department will once again partner with the Drug Enforcement Administration and participate in DEA's 27th National Prescription Drug Take Back.
 - The event will be held on **Saturday, October 26, 2024 from 10:00 a.m. to 2:00p.m.** We will have the same two collection sites as in previous years, Price Chopper and the Raymore Police Department lobby.
 - This program provides an opportunity for law enforcement to establish a safe prescription drug collection site to reduce the potential threat of misuse and inappropriate discarding.
 - We collect an average anywhere from 150 to 200 lbs of prescription drugs during this event.
- Not sure where the last year went but it's that time again for the Raymore Police Department's No Shaving for kids campaign. Officers once again will pay a registration fee of \$25.00 to the Raymore Foundation (<https://www.municipalonlinepayments.com/raymoremo/easypay/lhDn3rPtLU-SSUt9oDVjuw/police-donations>) to help fund the upcoming Raymore Police Department's Shopping with kids event this December. This will allow officers to not shave for the dates of November 1 to the 30th.
 - Paying \$100.00 will allow officers to not shave for the dates of November 1 to December 31. Officers will also have the option to pay an additional \$100 for the months of January, and February.

This is such a fun event for both the Police Department and the community. Not to mention the great time spent with the kids on shopping day. More information will follow.

THE RAYMORE CITY COUNCIL MET IN REGULAR SESSION ON MONDAY, SEPTEMBER 23, 2024, IN COUNCIL CHAMBERS AT 100 MUNICIPAL CIRCLE, RAYMORE, MISSOURI. MEMBERS PRESENT: MAYOR TURNBOW, COUNCILMEMBERS ABDELGAWAD, BAKER, BARBER, BURKE III, CIRCO, ENGERT, HOLMAN, AND MILLS. 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.

3. Pledge of Allegiance

4. Presentation/Awards

Mayor Turnbow presented a proclamation for Missouri Good Neighbor Week.

5. Personal Appearances

6. Staff Reports

Public Works Director Trent Salsbury and Parks and Recreation Director Nathan Musteen reviewed their staff reports included in the Council packet.

Communications Director Melissa Harmer reviewed past and upcoming Arts Commission activity. She introduced a community-wide plastic bag recycling challenge and noted the Civic Leadership Academy begins this week. She answered questions from Council.

City Manager Jim Feuerborn announced items for the September 30 work session.

7. Committee Reports

8. Consent Agenda

- A. City Council Meeting minutes, September 9, 2024**
- B. Resolution 24-25: Recreation Park Trail Repairs**
- C. Resolution 24-26: Country Lane Storm Inlet**
- D. Resolution 24-27: Johnston Drive Extension**

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

DISCUSSION: None

VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Baker	Aye
	Councilmember Barber	Aye
	Councilmember Burke III	Aye
	Councilmember Circo	Aye
	Councilmember Engert	Aye
	Councilmember Holman	Aye
	Councilmember Mills	Aye

9. Unfinished Business

A. Intergovernmental Cooperative Agreement for Integrated Emergency Services

BILL 3914: "AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF RAYMORE, MISSOURI, TO ENTER INTO AN INTERGOVERNMENTAL COOPERATIVE AGREEMENT FOR FUNDING, OPERATION, AND ADMINISTRATION OF AN INTEGRATED PUBLIC SAFETY SOFTWARE SYSTEM."

Recording Secretary Michele Brungardt conducted the second reading of Bill 3914 by title only.

MOTION: By Councilmember Holman, second by Councilmember Abdelgawad to approve the second reading of Bill 3914 by title only.

DISCUSSION: None

VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Baker	Aye
	Councilmember Barber	Aye
	Councilmember Burke III	Aye
	Councilmember Circo	Aye
	Councilmember Engert	Aye
	Councilmember Holman	Aye
	Councilmember Mills	Aye

Mayor Turnbow announced the motion carried and declared Bill 3914 as **Raymore City Ordinance 2024-042.**

10. New Business

A. Evergy Franchise Agreement

BILL 3912: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, GRANTING EVERY MISSOURI WEST, ITS SUCCESSORS AND ASSIGNS, A FRANCHISE AND AUTHORIZATION TO CONSTRUCT, OPERATE AND MAINTAIN ALL APPROPRIATE FACILITIES FOR CARRYING ON A LIGHT, HEAT AND POWER BUSINESS, GRANTING THE RIGHT TO USE THE STREETS, ALLEYS AND ALL OTHER PUBLIC PLACES OF THE CITY WITHIN THE PRESENT OR FUTURE CERTIFICATED SERVICE TERRITORY OF THE COMPANY THEREFORE, AND PRESCRIBING THE TERMS AND CONDITIONS OF SUCH AUTHORIZATION."

Recording Secretary Michele Brungardt conducted the first reading of Bill 3912 by title only.

City Attorney Jonathan Zerr reviewed the staff report included in the Council packet. Every Missouri West is certificated to provide electric utility services within a jurisdictional boundary that includes the City of Raymore. Under prior ordinances (most recently adopted and approved in 2003) the City of Raymore and Every Missouri West have enjoyed the benefits of a franchise agreement allowing for the City to receive a seven percent franchise fee payment by Every Missouri West on all aggregate gross receipts collected from electric utility services provided within the boundaries of the City. In exchange for the franchise fee payment, Every Missouri West is allowed to construct, operate and maintain all of the appropriate facilities for providing the electric utility services including transmission lines, conduits, overhead and underground wires, cables, poles, buildings, structures, and machinery. Every Missouri West is also granted access for the use of streets, alleys and all other public places of the City in both the present and future boundaries of the City. The current franchise agreement between the City of Raymore and Every Missouri West is set to expire. The proposed franchise agreement presented by Bill 3912 would extend the terms of the agreement for another twenty years from the effective date.

MOTION: By Councilmember Holman, second by Councilmember Abdelgawad to approve the first reading of Bill 3912 by title only.

DISCUSSION: Councilmember Holman thanked the Every representative in attendance.

City Manager Jim Feuerborn introduced Every representative Daniel Hegaman, who also serves on the State Highway Commission and has been instrumental in securing the interchange funding for the I-49 project.

VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Baker	Aye
	Councilmember Barber	Aye
	Councilmember Burke III	Aye
	Councilmember Circo	Aye
	Councilmember Engert	Aye
	Councilmember Holman	Aye

B. Sunset Lane Acquisition/Settlement Agreement

BILL 3913: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, APPROVING AN AGREEMENT FOR THE ACQUISITION OF RIGHT-OF-WAY AND A TEMPORARY CONSTRUCTION EASEMENT NEEDED TO COMPLETE THE CONSTRUCTION OF SUNSET LANE."

Recording Secretary Michele Brungardt conducted the first reading of Bill 3913 by title only.

City Attorney Jonathan Zerr reviewed the staff report included in the Council packet. Bill 3913 seeks approval of an acquisition agreement for necessary right-of-way and temporary construction easements from the Fred A. Ashbaugh IRA and the Fred and Susan Ashbaugh Trust. The right-of-way and temporary construction easements will allow for the completion of Sunset Lane from its current northern terminus to 163rd Street. Approval of Bill 3913 will also authorize payment of the acquisition costs of \$44,197.51 from the city to Mr. and Mrs. Ashbaugh, along with dismissal of the pending condemnation action filed in the Cass County Circuit Court.

MOTION: By Councilmember Holman, second by Councilmember Abdelgawad to approve the first reading of Bill 3913 by title only.

DISCUSSION: None

VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Baker	Aye
	Councilmember Barber	Aye
	Councilmember Burke III	Aye
	Councilmember Circo	Aye
	Councilmember Engert	Aye
	Councilmember Holman	Aye
	Councilmember Mills	Aye

C. Award of Contract - Sunset Land & Hawk Ridge Park Project

BILL 3916: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH VF ANDERSON BUILDERS FOR THE SUNSET LANE AND HAWK RIDGE PARK PROJECT, CITY PROJECT NUMBER 24-361-201, IN THE AMOUNT OF \$2,118,106.14 AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS."

Recording Secretary Michele Brungardt conducted the first reading of Bill 3916 by title only.

Public Works Director Trent Salsbury reviewed the staff report included in the Council packet. The Sunset Lane and Hawk Ridge Park Project involves the construction of approximately 3,109 feet of Sunset Lane and the grading and paving for a new plaza and paved parking lot at Hawk Ridge Park. Four bids were received for the project on August 22, 2024. VF Anderson Builders is the lowest and best bidder in the amount of \$2,118,106.14. He answered questions from Council.

MOTION: By Councilmember Holman, second by Councilmember Abdelgawad to approve the first reading of Bill 3916 by title only.

DISCUSSION: None

VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Baker	Aye
	Councilmember Barber	Aye
	Councilmember Burke III	Aye
	Councilmember Circo	Aye
	Councilmember Engert	Aye
	Councilmember Holman	Aye
	Councilmember Mills	Aye

D. Award of Contract - Sidewalk Replacement Project

BILL 3917: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH INCO-USA LLC FOR THE SIDEWALK REPLACEMENT PROJECT, CITY PROJECT NUMBER 24-458-201, IN THE AMOUNT OF \$200,554.07 AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS."

Recording Secretary Michele Brungardt conducted the first reading of Bill 3917 by title only.

Public Works Director Trent Salsbury reviewed the staff report included in the Council packet. The Sidewalk Replacement Project will include work in the neighborhoods as shown on the map included in the Council packet. Four bids were received for the Sidewalk Replacement Project on August 29, 2024. INCO-USA is the lowest and best bidder and staff recommends the contract for the contract be awarded to INCO-USA in the amount of \$200,554.07.

MOTION: By Councilmember Holman, second by Councilmember Abdelgawad to approve the first reading of Bill 3917 by title only.

DISCUSSION: None

VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Baker	Aye
	Councilmember Barber	Aye

Councilmember Burke III	Aye
Councilmember Circo	Aye
Councilmember Engert	Aye
Councilmember Holman	Aye
Councilmember Mills	Aye

E. Award of Contract - Memorial Park Bridges

BILL 3915: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH TERRY SNELLING CONSTRUCTION, INC. FOR THE MEMORIAL PARK BRIDGES PROJECT, CITY PROJECT NUMBER 24-449-202, IN THE AMOUNT OF \$230,000 AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS."

Recording Secretary Michele Brungardt conducted the first reading of Bill 3915 by title only.

Parks and Recreation Director Nathan Musteen reviewed the staff report included in the Council packet. This project involves the replacement of three walking bridges along the Arboretum Trail at Memorial Park. The wooden pedestrian bridges were built in the 1990s and will be removed and replaced with a boardwalk style bridge similar to the boardwalk at Centerview. The bridge replacements are part of the 2023 Trail Repair project. Two bids were received on August 28, 2024. Staff is recommending award of contract to Terry Snelling Construction in the amount of \$230,000.

MOTION: By Councilmember Holman, second by Councilmember Abdelgawad to approve the first reading of Bill 3915 by title only.

DISCUSSION: None

VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Baker	Aye
	Councilmember Barber	Aye
	Councilmember Burke III	Aye
	Councilmember Circo	Aye
	Councilmember Engert	Aye
	Councilmember Holman	Aye
	Councilmember Mills	Aye

F. Middle Big Creek Phase 2 Improvements Financing

RESOLUTION 24-28: "A RESOLUTION OF THE CITY OF RAYMORE, MISSOURI, AFFIRMATIVELY ASSENTING TO THE ISSUANCE OF REVENUE BONDS PAYABLE FROM REVENUES TO BE DERIVED FROM THE OPERATION OF THE MIDDLE BIG CREEK SUBDISTRICT SEWER SYSTEM IN AN ADDITIONAL AMOUNT OF \$12,000,000, TOGETHER WITH THE PREVIOUSLY

AUTHORIZED AMOUNT OF \$106,000,000, FOR A TOTAL NOT TO EXCEED AMOUNT OF \$118,000,000 FOR THE PURPOSE OF ACQUIRING, CONSTRUCTING, IMPROVING OR EXTENDING THE SEWER SYSTEM SERVING THE MIDDLE BIG CREEK SEWER SUBDISTRICT, INCLUDING, BUT NOT LIMITED TO THE IMPROVEMENTS DESCRIBED HEREIN, IN ACCORDANCE WITH SECTION 204.569(3), REVISED MISSOURI STATUTES."

Recording Secretary Michele Brungardt conducted the reading of Resolution 24-28 by title only.

City Attorney Jonathan Zerr reviewed the staff report included in the Council packet. The Little Blue Valley Sewer District (District) operates the Middle Big Creek Sewer Sub-district (Sub-District) pursuant to the provisions of Chapter 204 of the Revised Statutes of Missouri. The Sub-district provides sewer services for residents within the District including the cities of Greenwood, Lake Winnebago, Lee's Summit, and Raymore, Missouri. The District has identified a need to extend and improve the sewer system within the Sub-district, including the addition of sewer lines, the installation of meters, and the expansion of the Middle Big Creek Wastewater Treatment Facility (Improvements). The District has determined that the best method to finance the proposed improvements is through the issuance of revenue bonds payable from the revenues derived from the operation of the Sub-district sewer system. The District previously sought, and obtained, approvals from each of the municipalities, customers, and entities serviced by the Sub-district for issuance of revenue bonds up to \$106,000,000 for purposes of completing the proposed Improvements. Unforeseen delays and increases in the construction of the Improvements have resulted in a reevaluation of the improvements. Rather than decrease or remove certain portions of the proposed Improvements, the District has determined that an additional \$12,000,000 will be required and is seeking assent for the same from its customers. Resolution 24-28 has been provided by representatives of the District to provide the assent to the additional revenue bond issuance.

MOTION: By Councilmember Holman, second by Councilmember Abdelgawad to approve the reading of Resolution 24-28 by title only.

DISCUSSION: None

VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Baker	Aye
	Councilmember Barber	Aye
	Councilmember Burke III	Aye
	Councilmember Circo	Aye
	Councilmember Engert	Aye
	Councilmember Holman	Aye
	Councilmember Mills	Aye

11. Public Comment

12. Mayor/Council Communication

Mayor Turnbow and Councilmembers thanked staff and discussed the recent shredding event and U.S. Air Force Band concert and upcoming Veteran's Day event, Citizen's Academy, and the plastic bag recycling project.

13. Adjournment

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

DISCUSSION: None

VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Baker	Aye
	Councilmember Barber	Aye
	Councilmember Burke III	Aye
	Councilmember Circo	Aye
	Councilmember Engert	Aye
	Councilmember Holman	Aye
	Councilmember Mills	Aye

The regular meeting of the Raymore Council adjourned at 6:36 p.m.

Respectfully submitted,

Michele Brungardt
Recording Secretary



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: 9/23/2024
SUBMITTED BY: Jonathan Zerr DEPARTMENT: Legal
ITEM CATEGORY: Ordinance

TITLE / ISSUE / REQUEST
Eversys Franchise Agreement

STRATEGIC PLAN GOAL / STRATEGY
3.3.4 Ensure capital improvements, City plans and City regulations support economic development priorities

FINANCIAL IMPACT
Award To: Eversys Missouri West
Amount of Request/Contract: N/A
Amount Budgeted: N/A
Funding Source/Account: N/A

PROJECT TIMELINE
Estimated Start Date Estimated End Date
10/14/2024

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
1. Bill 3912
2. Ordinance 23067
3. Ordinance 23068

BACKGROUND / JUSTIFICATION

Evergy Missouri West is certificated to provide electric utility services within a jurisdictional boundary that includes the City of Raymore. Under prior ordinances (most recently adopted and approved in 2003) the City of Raymore and Evergy Missouri West have enjoyed the benefits of a franchise agreement allowing for the City to receive a seven (7) percent franchise fee payment by Evergy Missouri West on all aggregate gross receipts collected from electric utility services provided within the boundaries of the City. In exchange for the franchise fee payment, Evergy Missouri West is allowed to construct, operate and maintain all of the appropriate facilities for providing the electric utility services including transmission lines, conduits, overhead and underground wires, cables, poles, buildings, structures, and machinery. Evergy Missouri West is also granted access for the use of streets, alleys and all other public places of the City in both the present and future boundaries of the City.

The current franchise agreement between the City of Raymore and Evergy Missouri West is set to expire. The proposed franchise presented by Bill 3912 would extend the terms of the agreement for another twenty (20) years from the effective date.

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, GRANTING EVERGY MISSOURI WEST, ITS SUCCESSORS AND ASSIGNS, A FRANCHISE AND AUTHORIZATION TO CONSTRUCT, OPERATE AND MAINTAIN ALL APPROPRIATE FACILITIES FOR CARRYING ON A LIGHT, HEAT AND POWER BUSINESS, GRANTING THE RIGHT TO USE THE STREETS, ALLEYS AND ALL OTHER PUBLIC PLACES OF THE CITY WITHIN THE PRESENT OR FUTURE CERTIFICATED SERVICE TERRITORY OF THE COMPANY THEREFORE, AND PRESCRIBING THE TERMS AND CONDITIONS OF SUCH AUTHORIZATION."

WHEREAS, Evergy Missouri West (herein called the Company) is a corporation organized and duly incorporated under the laws of the State of Missouri for the purpose of carrying on a light, heat and power business, and is presently engaged in generation, transmission, distribution and sale of electric power and energy; and,

WHEREAS, the City of Raymore, Missouri (herein called the City) and the Company desire that the Company furnish power and energy to consumers thereof located within those portions of the present and future corporate limits of the City as may then be located within the certificated service territory of the Company.

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

Section 1. Grant of Franchise. In consideration of the benefits to be derived by the City and the inhabitants thereof from the acquisition, construction, operation and maintenance of an electric system and the supplying of electric power and energy to the public, there is hereby granted to the Company and to its successors and assigns, for the term of twenty (20) years from the effective date hereof, a franchise and authority to acquire, construct, operate and maintain within the existing and any future extended corporate limits of the City, as may then be located within the certificated service territory of the Company, all appropriate facilities and plants for carrying on a light, heat and power business and all other operations connected therewith or incident thereto for the purpose of supplying electric or other power and energy in such forms as may be reasonably required for domestic, commercial, industrial, municipal and other purposes within the city and other areas within the Company's then certificated service territory, to produce and supply such power and energy by manufacture, generation, purchase or otherwise, and to transmit and distribute same by means of underground or overhead lines or otherwise, and for any or all said purposes it is authorized to (i) construct conduits or other underground facilities for the installation and protection of its underground wires, pipes and cables, and place poles, lamp posts, guys, anchors and other facilities in, and locate its overhead and underground wires, pipes, cables and street lights in, on, over, under, along and across all streets, alleys, avenues, bridges, parks, parking and

other existing and any future public places, including dedicated easements, (ii) construct, erect and maintain all buildings, machinery and attachments of any and every kind for any and all of said purposes, (iii) enter upon any and all of said public places within the corporate limits of the City as they now exist or may hereafter be opened, widened, extended, laid out and established, including any other territory hereafter added thereto or coming under the City's jurisdiction, and (iv) to trim trees upon and overhanging such public places and make such excavations thereon, all as may be appropriate for the construction, operation, maintenance, repair, replacement and removal of the Company's facilities and plants.

Section 2. Repair Obligation. Any pavements, sidewalks or curbing taken up or any and all excavations made shall be done under the supervision and direction of the City under all necessary permits in such manner as to cause the least reasonable inconvenience; and repairs and replacements shall be made by and at the expense of the Company with all convenient speed, leaving such properties in as good condition as before.

Section 3. Exemptions and Franchise Fees. During the term of this franchise ordinance, the City shall provide a listing of customers that are exempt from franchise fees under the provisions outlined in this Ordinance and Ordinance No. 23068, Bill 1639. The City shall also be responsible for providing notification of any changes to the list of exempt customers. Pursuant to the amount established by Ordinance 23068, and the conditions established by Ordinance 23067, the Company shall pay to the City a franchise fee equal to seven (7) percent of the gross receipts derived from the sale, distribution or transportation of electricity delivered within the present or future limits of the City. Copies of Ordinances 23068 and 23067 are attached hereto and incorporated by reference herein.

Section 4. Supply of Electric Power and Energy. The Company shall at all times during the term of this franchise supply to consumers of electric power and energy residing within the existing and all future extended corporate limits of the city, as may then be located within the certificated service territory of the Company, such electric power and energy as they may require, and shall extend and construct its lines and services in accordance with legal requirements, and on terms and conditions prescribed by rates, rules and regulations filed from time to time with the Public Service Commission of the State of Missouri. The City shall cooperate with the Company to provide a map of the city's corporate limits (the "Map"). The Map shall be of sufficient detail to assist Company in determining whether their customers reside within the city's corporate limits. The Map shall serve as a basis for determining Company's obligation hereunder to collect and pay the [gross receipts from customers; provided, however, that if the city's corporate limits are changed by annexation or otherwise, it shall be the Municipality's responsibility to (a) update the Map so that such changes are included therein, and (b) provide the updated Map to the Company. Company's obligation to collect and pay the fee from customers within an annexed area shall not commence until such time after Company's receipt from the City of

actual notice of the annexation along with an updated Map including such annexed area as is reasonably necessary for such Company to identify the customers in the annexed area obligated to pay the fee. Nothing contained herein shall be construed as a guarantee by the Company to furnish uninterrupted service. Interruptions due to acts of God, delivery delays, breakdowns or damage to facilities, fire, civil or military authority, strikes or other labor disturbances, orders of courts or regulatory agencies and other causes reasonably beyond the Company's control shall not result in a default by the Company hereunder.

Section 5. Imposition of National Electrical Safety Code. All facilities of the Company installed hereunder shall be constructed in accordance with the then applicable provisions of the National Electrical Safety Code; shall be installed, operated and maintained in accordance with the applicable safety rules and regulations of the Public Service Commission of the State of Missouri; shall be located and placed in public places, pursuant to permits to be issued by the appropriate City authority, in such manner as to interfere with and obstruct as little as reasonably practicable in the ordinary use of the public places; and shall not unreasonably interfere with any gas or water main or sewer line laid out or constructed upon or under such public places. The Company shall indemnify and hold the City harmless from and against any and all liability on account of injury to persons or damage to property caused by the negligence of the Company in the exercise by the Company of its rights hereunder.

Section 6. Gross Receipts Defined. The term "gross receipts," when used in this ordinance, shall mean the aggregate amount of all sales and charges from the supplying electricity by Company, or any affiliated company, in said municipality during any period less discounts, late payment charges, credits, refunds, sales taxes, franchise fees and uncollectible accounts.

Section 7. Successors and Assigns. All provisions of this Ordinance shall be binding upon and inure to the benefit of the Company, its successors and assigns.

Section 8. Governing Law. This Ordinance is made under and in conformity with the laws of the State of Missouri and shall take effect and be in force as of the first day of the first month following written acceptance by the Company.

Section 9. 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 10. 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 23RD DAY OF SEPTEMBER, 2024.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 14TH DAY OF OCTOBER, 2024, BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Baker
Councilmember Barber
Councilmember Burke III
Councilmember Circo
Councilmember Engert
Councilmember Holman
Councilmember Mills

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature

**Acceptance by Evergy Missouri West,
a Missouri corporation
of the terms and provisions
of Ordinance _____, Bill #3912
of the City of Raymore, Missouri
granting a franchise to said corporation**

Evergy Missouri West, a Missouri corporation, hereby accepts for itself, its successors and assigns, all of the terms, conditions, and provisions of Ordinance _____, Bill #3912, passed by the City Council of the City of Raymore, Missouri on the 14th day of October, 2024, granting a franchise to said Evergy Missouri West, a Missouri corporation.

IN WITNESS WHEREOF, Evergy Missouri West, a Missouri corporation has caused this document to be executed by the Vice President of Operations, on this _____ day of _____, 20____.

Evergy Missouri West

By: _____
Vice President - Operations

Received this _____ day of _____, 2024, by the City of Raymore, Missouri.

By: _____
City Clerk

“AN ORDINANCE GRANTING AQUILA, INC., d/b/a AQUILA NETWORKS, A DELAWARE CORPORATION, ITS SUCCESSORS AND ASSIGNS, AN ELECTRIC FRANCHISE AND THE AUTHORITY TO CONSTRUCT, OPERATE, MAINTAIN, AND EXTEND AN ELECTRIC DISTRIBUTION PLANT AND SYSTEM, AND GRANTING THE RIGHT TO USE THE STREETS, ALLEYS, AND OTHER PUBLIC PLACES WITHIN THE PRESENT OR FUTURE CORPORATE LIMITS OF THE CITY OF RAYMORE, MISSOURI.”

Be it ordained by the City Council of the City of Raymore, Missouri, as follows:

FRANCHISE GRANTED

The City of Raymore, Missouri, (hereinafter referred to as "Grantor") hereby grants a non-exclusive franchise to Aquila, Inc., d/b/a Aquila Networks, a Delaware corporation, (hereinafter called "Grantee"), its lessees, successors and assigns. Grantee is hereby granted the right, privilege, franchise, permission and authority to construct, maintain, operate and extend in the present and future streets, alleys, avenues, bridges, public rights-of-way and city easements and facilities as are now within the present or future limits of said Grantor, an electric distribution system and all facilities necessary for the production, transmission and distribution of electrical power and energy for the purpose of carrying on a general power and light business and other operations connected therewith or incident thereto for all purposes to the inhabitants of said Grantor and consumers in the vicinity thereof, and for the distribution of electric power and energy from or through said Grantor to points beyond the limits thereof. Such facilities shall include, but not be limited to, poles, transmission lines, distribution lines, anchors, guy wires, cables, conduits, street lighting poles, transformers and all other apparatus and appliances incident thereto for all purposes for which it may be used, and to do all other things necessary and proper in providing electric service to the inhabitants of Grantor and in carrying on such business. Grantor further grants Grantee the right, permission and authority to trim and remove trees upon, over, across and along all of the streets, alleys, avenues, bridges, public rights-of-way and public places of Grantor.

TERM

The rights and privileges granted by this Ordinance shall remain in effect for a period of five (5) years from the effective date thereof and for three additional five (5) year periods thereafter unless Grantor, through its Clerk, shall notify Grantee in writing at least one hundred and eighty (180) days before the expiration of the initial term, that Grantor, for good cause relating to default of any material obligations hereunder, desires not to renew the franchise, and such notice shall specify Grantor's reasons.

GOVERNING RULES AND REGULATIONS

This Ordinance is granted subject to all conditions, limitations and immunities now provided for, or as hereafter amended, and applicable to the operations of a public utility, by State or Federal law. The rates to be charged by Grantee for service within the present or future corporate limits of Grantor and the rules and regulations regarding

the character, quality and standards of service to be furnished by Grantee shall be under the jurisdiction and control of such regulatory body or bodies as may, from time to time, be vested by law with authority and jurisdiction over the rates, regulations and quality and standards of service to be supplied by Grantee. Provided however, should any judicial, regulatory or legislative body, having proper jurisdiction, take any action that precludes Grantee from recovering from its customers any cost associated with services provided hereunder, then Grantee and Grantor shall renegotiate the terms of this Ordinance in accordance with the action taken. In determining the rights and duties of the Grantee, the terms of this franchise Ordinance shall take precedence over any conflicting terms or requirements contained in any other Ordinance enacted by the Grantor.

If an energy supplier is unable to furnish an adequate supply of energy due to an emergency, an order or decision of a public regulatory body, or other acts beyond the control of the Grantee, then the Grantee shall have the right and authority to adopt reasonable rules and regulations limiting, curtailing or allocating extensions of service or supply of energy to any customers or prospective customers, and withholding the supply of energy to new customers, provided that such rules and regulations shall be uniform as applied to each class of customers or prospective customers, and shall be non-discriminatory as between communities receiving service from the Grantee.

PAYMENT TO CITY

GRANTEE shall pay to GRANTOR for the privilege of operating under this Agreement an occupation tax based on gross receipts as specified in appropriate city ordinances.

CONSTRUCTION AND MAINTENANCE OF COMPANY FACILITIES

Any pavements, sidewalks, vegetation, landscaping or curbing taken up and any and all excavations made shall be done in such a manner as to cause only such inconvenience to the inhabitants of Grantor and to the general public as is reasonably necessary; and repairs and replacements shall be made as soon as reasonably possible by Grantee, leaving such properties in as good as condition as existed immediately prior to excavation.

Grantee agrees that for the term of this grant, it will maintain facilities and equipment sufficient to meet the current and future energy requirements of Grantor, its inhabitants and industries. While maintaining its facilities and equipment, Grantee shall obtain permits as required by ordinance, except that in emergency situations, Grantee shall take immediate unilateral actions as it determines are necessary to protect the public health, safety, and welfare; in which case, Grantee shall notify Grantor as soon as reasonably possible.

Grantor will give Grantee reasonable notice of plans for street improvements where paving or resurfacing of a permanent nature is involved that affect Grantee's facilities. The notice shall contain the nature and character of the improvements, the rights-of-way upon which the improvements are to be made, the extent of the improvements and the time when the Grantor will start the work, and, if more than one right-of-way is

involved, the order in which this work is to proceed. The notice shall be given to the Grantee a sufficient length of time, considering seasonable working conditions, in advance of the actual commencement of the work to permit the Grantee to make any additions, alterations, or repairs to its facilities. Grantee agrees to complete work in as timely a manner as reasonably possible so as not to cause delay or financial impacts to Grantor's improvement projects.

STREET LIGHTING

Grantee will furnish, erect, maintain, clean, repair and operate, in accordance with the street lighting tariffs as approved from time to time by the Missouri Public Service Commission, electric street lights within the corporate limits of Grantor. Grantor will receive and pay for the street light service at the rates stipulated in the tariff.

Grantor may, from time to time, cause the number of streetlights to be increased by making written request to Grantee, stating the number, capacity, and location desired. Such request is to be made at least ninety (90) days prior to the time such additional streetlights are to be required by Grantor.

EXTENSION OF COMPANY FACILITIES

Upon receipt and acceptance of a valid application for service, Grantee shall, subject to its own economic feasibility criteria, make reasonable extensions of its distribution facilities to serve customers located within the current or future corporate limits of Grantor; provided however, nothing in this franchise shall require Grantee to install new facilities underground. In the event that Grantor shall order or request Grantee to install facilities underground along any street, alley, avenue, bridge, public right-of-way or public place, Grantee shall have the right to recover from Grantor the difference in cost between placing facilities overhead and placing new facilities underground. No obligation shall extend to, or be binding upon, Grantee to install new facilities underground unless Grantee is able to obtain an easement for such facilities on adjoining private property that is adjacent to the public right-of-way.

RELOCATION OF COMPANY FACILITIES

If Grantor elects to change the grade of or otherwise alter any street, alley, avenue, bridge, public right-of-way or public place for a public purpose, Grantee, upon reasonable notice from Grantor, shall remove and relocate its facilities or equipment situated in the public rights-of-way, if such removal is necessary to prevent interference and not merely for the convenience of the Grantor, at the cost and expense of Grantee; provided however, that nothing in this franchise shall require Grantee to relocate facilities underground. In the event that Grantor shall order or request Grantee to install facilities underground along any street, alley, avenue, bridge, public right-of-way or public place; Grantee shall have the right to recover from Grantor the difference in cost between placing facilities overhead and placing new facilities underground. No obligation shall extend to, or be binding upon, Grantee to install new facilities underground unless Grantee is able to obtain an easement for such facilities on adjoining private property adjacent to the public right-of-way. If Grantor orders or requests Grantee to relocate its facilities or equipment for the primary benefit of a

commercial or private project, or as a result of the initial request of a commercial or private developer or other non-public entity, and such removal is necessary to prevent interference or permit private development and is not for any public purpose and not merely for the convenience of the Grantor or other right-of-way user Grantee shall receive payment for the cost of such relocation as a precondition to relocating its facilities or equipment. If Grantee's facilities or equipment are located in a private easement, dedicated or platted utility easement, then Grantee shall receive payment for the cost of relocating its facilities as a precondition to relocating its facilities or equipment; such payment may be from either Grantor or the Commercial developer or other party requesting the relocation of Grantee's facilities or equipment from the private easement, dedicated or platted utility easement. Grantor shall consider reasonable alternatives in designing its public works projects so as not arbitrarily to cause Grantee unreasonable additional expense in exercising its authority under this section. Grantor shall also provide a reasonable alternative location for Grantee's facilities. Grantor shall give Grantee written notice of vacating of a public right-of-way. Vacating of a public right-of-way shall not deprive the Grantee of its right to operate and maintain existing facilities, until the reasonable cost of relocating the same are first paid to the Grantee.

Any person or corporation desiring to move a building or other structure along, or to make any unusual use of any street, alley, avenue, bridge, public right-of-way or public place which shall interfere with the facilities or equipment of the Grantee, shall first give notice to the Grantor and the Grantee and pay a sum sufficient to cover the expense and damage incident to the moving of Grantee's facilities and equipment.

CONFIDENTIAL INFORMATION

Grantor acknowledges that certain information it might request pursuant to this franchise may be of a proprietary and confidential nature. If Grantee requests that any information provided by Grantee to Grantor be kept confidential due to such proprietary or commercial value, Grantor and its employees, agents, and representatives shall maintain the confidentiality of that information, to the extent allowed by law. If Grantor is requested or required by legal or administrative process to disclose any such confidential information, Grantor shall promptly notify Grantee of such request or requirement so that Grantee may seek an appropriate protective order or other relief. Grantor shall use all reasonable efforts to ensure that the confidentiality of Grantee's confidential information is maintained.

FRANCHISE VIOLATIONS

In addition to all other rights which either party has pursuant to law or equity, Grantor reserves the right to revoke, terminate or cancel this Ordinance, and all rights and privileges pertaining thereto, if after a hearing, it is determined by a court of competent jurisdiction that the other party has materially breached any material provision of this Ordinance.

If either party believes that the other party has failed to perform any obligation under this Ordinance or has failed to perform in a timely manner, that party shall notify the

other party in writing, stating with reasonable specificity the nature of the alleged default. The party being accused of default shall have thirty (30) days from the receipt of such notice to:

- a. respond to the assertion that a default has occurred, and requesting a hearing; or
- b. cure the default; or
- c. notify the accusing party that such default cannot be cured within thirty (30) days, because of the nature of the default. In the event the default cannot be cured within thirty (30) days, the defaulting party shall promptly take all reasonable steps to cure the default and notify the other party in writing and in detail as to the exact steps that will be taken and the projected completion date. In such case, a hearing may be requested in order to determine whether additional time beyond the thirty (30) days is indeed needed, and whether the defaulting party's proposed completion schedule and steps are reasonable.

Upon five (5) business days' prior written notice, either party may call an informal meeting to discuss the alleged default. If the alleged default is not cured within the cure period stated above, or by the projected completion date, or if the default is denied and a hearing is requested, a public hearing shall be requested to investigate said issues or the existence of the alleged default. The party making the allegations of default shall notify the other party of the hearing in writing and such hearing shall take place no less than thirty (30) days after receipt of notice of the hearing. At the hearing, the defaulting party shall be provided an opportunity to be heard and to present evidence in its defense.

FORCE MAJEURE

It shall not be a breach or default under this franchise if either party fails to perform its obligations hereunder due to Force Majeure. Force Majeure shall include, but not be limited to, the following: 1) physical events such as acts of God, landslides, lightning, earthquakes, fires, freezing, storms, floods, washouts, explosions, breakage or accident or necessity of repairs to machinery, equipment or distribution or transmission lines; 2) acts of others such as strikes, work-force stoppages, riots, sabotage, insurrections or wars; 3) governmental actions such as necessity for compliance with any court order, law, statute, ordinance, executive order, or regulation promulgated by a governmental authority having jurisdiction; and any other causes, whether of the kind herein enumerated or otherwise not reasonably within the control of the affected party to prevent or overcome. Each party shall make reasonable efforts to avoid Force Majeure and to resolve such event as promptly as reasonably possible once it occurs in order to resume performance; provided, however, that this provision shall not obligate a party to settle any labor strike.

HOLD HARMLESS

Grantee shall indemnify, release, defend, become responsible for and forever hold harmless Grantor, its officers, agents, employees, elected officials, and attorneys, each in their official and individual capacities, subject to the provisions outlined in the

Missouri Sovereign Immunity Statute, from and against all lawsuits, suits, actions, costs, claims, demands, damages, disability, losses, expenses, including reasonable attorney's fees and other defense costs or liabilities, of any character and from any cause whatsoever brought because of bodily injury or death received or sustained, or loss or damage received or sustained, by any person, persons, or property arising out of or resulting from any act, error, omission, or intentional act of Grantee or its agents, employees, or subcontractors, arising out of or in any way connected with the operations expressly authorized herein; provided, however, that Grantee need not save harmless Grantor from all lawsuits, suits, actions, costs, claims, demands, damages, disability, losses, expenses, including reasonable attorney's fees and other defense costs or liabilities arising out of the sole negligence of Grantor, its officers, agents, employees, elected officials and attorneys, each in their official and individual capacities.

The indemnity required hereunder shall not be limited by reason of the specification of any particular insurance coverage in this Ordinance, or by a limitation of the amount or type of damages or compensation payable by or for Grantee under Workers' Compensation, disability or other employee benefit acts, acceptance of insurance certificates required under this Ordinance, or the terms, applicability or limitation of any insurance held by Grantee.

Grantor does not, and shall not, waive any rights against Grantee which it may have by reason of this indemnification, because of the acceptance by Grantor, or the deposit with Grantor by Grantee, of any of the insurance policies described in this Ordinance.
Juan I. Alonzo, Mayor

This indemnification by Grantee shall apply to all damages and claims for damages of any kind suffered by reason of any of the operations referred to in this section, regardless of whether or not such insurance policies shall have been determined to be applicable to any such damages or claims for damages.

With respect to any claims, which are subject to indemnity hereunder, Grantee shall immediately notify Grantor of any and all claims filed against Grantee or Grantee and Grantor jointly, and shall provide Grantor with a copy of the same.

Grantee shall indemnify, defend and hold harmless Grantor, its officers, agents, employees, elected officials, and attorneys, each in their official and individual capacities, against any and all claims or challenges brought against Grantor with respect to the validity of the terms and conditions of this Ordinance.

The fact that Grantee carries out any activities under this Ordinance through independent contractors shall not constitute an avoidance of or defense to Grantee's duty of defense and indemnification under this section.

Grantee shall file with the City evidence of liability insurance with an insurance company licensed to do business in Missouri. At all times while this Ordinance remains

in effect, and in recognition of the indemnification provisions set forth above, Grantee shall, at its own cost and expense, maintain a program of commercial general liability insurance and/or self-insurance in the amounts specified below to protect Grantee and Grantor, its officers, agents, employees, elected officials, and attorneys, each in their official and individual capacities, from any liability for bodily injury, death and property damage occasioned by the activities of Grantee, or any Person acting on its behalf, under this Ordinance, including, but not limited to, Grantee's operations, products, services or use of automobiles or construction equipment. As proof of this compliance, Grantee shall, during the life of this Ordinance, keep on file with the Clerk of Grantor a certificate of insurance with an insurance company licensed to do business in the State of Missouri and/or affidavit of self-insurance, which shall show the types and amounts of coverage. Any affidavit of self-insurance shall be signed by an employee or officer of Grantee who has knowledge of Grantee's self-insurance program and is authorized to make representations as to the scope of said program, and shall contain a statement making such representations.

Bodily Injury and Property Damage, Commercial General Liability Coverage – Occurrence Form unless otherwise agreed by the City:

Combined Single Limit –

General Aggregate:	\$2,000,000
Products-Completed Operations Aggregate:	\$2,000,000
Personal & Advertising Injury:	\$2,000,000
Each Occurrence:	\$2,000,000

The following endorsements shall attach to the policy or self-insurance:

- (1) The policy shall cover personal injury as well as bodily injury.
- (2) The policy shall cover blanket contractual liability subject to the standard universal exclusions of contractual liability included in the carrier's standard endorsement as to bodily injuries, personal injuries and property damage.
- (3) Broad form property damage liability shall be afforded.
- (4) Grantor shall be listed as an additional insured.
- (5) Standard form of cross-liability shall be afforded.
- (6) The policy shall not be cancelled, or materially modified so as to be out of compliance with the requirements of this section, or not renewed without thirty (30) days advance written notice of such event being given to Grantor.
- (7) Inclusion of the Explosion, Collapse and Underground Liability risk.
- (8) Limited pollution coverage – work sites (\$100,000).
- (9) The policy or self-insurance shall not contain a pollution exclusion applicable to the completed operations risk.

Automobile Liability:

\$2,000,000 Each Accident for All
Owned, Non-Owned & Hired Vehicles

Grantee shall not permit any subcontractor to commence or continue work until both shall have obtained or caused to be obtained all insurance required under this section. Said insurance shall be maintained in full force and effect until the completion of construction, and approval thereof by the City.

Grantee shall obtain and maintain Workers' Compensation Insurance for all its employees, and in case any work is sublet, Grantee shall require any subcontractor similarly to provide Workers' Compensation insurance for all its employees, all in compliance with State laws, and to fully protect Grantor from any and all claims arising out of occurrences on the work. Grantee hereby indemnifies Grantor for any damage resulting to it from failure of either Grantee or any subcontractor to take out and maintain such insurance. Grantee Further waives its rights to subrogation with respect to any claim against Grantor for injury arising out of performance under this Ordinance. Grantee shall provide Grantor with a certificate of insurance indicating Workers' Compensation coverage prior to commencing construction of the system.

Grantee agrees and understands that Grantor has no insurable interest in any of the Facilities of Grantee and Grantor is not responsible for their repair, replacement, maintenance or insurance. Grantee waives all claims, demands or causes of action for damage to or loss of property owned by the Grantee.

SEVERABILITY

If any clause, sentence or section of this Ordinance is deemed invalid by any judicial, regulatory or legislative body having proper jurisdiction, the remaining provisions shall not be affected.

NON-WAIVER

Any waiver of any obligation or default under this franchise shall not be construed as a waiver of any future defaults, whether of like or different character.

REPEAL CONFLICTING ORDINANCES

This ordinance, when accepted by Grantee as provided below, shall constitute the entire agreement between the Grantor and the Grantee relating to this franchise and the same shall supersede all prior ordinances pertaining to this franchise agreement, and any terms and conditions of such prior ordinances or parts of ordinances in conflict herewith are hereby repealed. Ordinances No. 121382 and No. 061096-B of the City of Raymore, Missouri, are hereby repealed as of the effective date hereof.

EFFECT AND INTERPRETATION OF ORDINANCE

The captions that precede each section of this Ordinance are for convenience in reference only and shall not be taken into consideration in the interpretation of any of the provisions of this ordinance.

EFFECTIVE DATE AND ACCEPTANCE

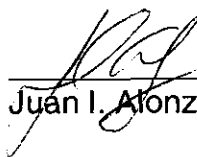
This Ordinance shall become effective and be a binding contract between the Grantor and Grantee, upon its final passage and approval by Grantor, in accordance with applicable laws and regulations, and upon acceptance by Grantee by written instrument within sixty (60) days of passage by the governing body, and filed with the City Clerk of the City of Raymore, Missouri. The City Clerk shall sign and affix the community seal to acknowledge receipt of such acceptance, and return one copy to Grantee. If Grantee does not, within sixty (60) days following passage of this Ordinance express in writing its objections to any terms or provisions contained therein, or reject this ordinance in its entirety, Grantee shall be deemed to have accepted this ordinance and all of its terms and conditions.

First Reading: August 25, 2003

Passed and approved by the City Council of the City of Raymore, Missouri, on this 13th day of October 2003 by the following vote:

Councilmember Champ	Aye
Councilmember Eldridge	Aye
Councilmember Holsman	Aye
Councilmember Jacobson	Aye
Councilmember Van Hooser	Aye
Councilmember Vinck	Aye
Councilmember Waite	Aye
Councilmember Wicks	Aye

APPROVE:



Juan I. Alonzo, Mayor

ATTEST:



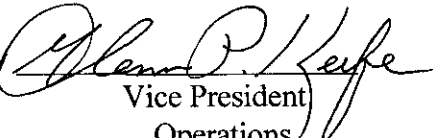
Susie Gnefkow, City Clerk

Acceptance by Aquila, Inc., d/b/a Aquila Networks,
a Delaware corporation,
of the terms and provisions
of Ordinance No. 23067,
of the City of Raymore, Missouri,
granting a franchise to said company.

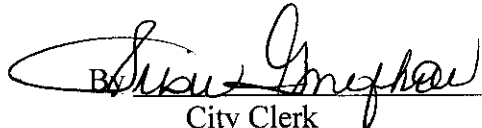
Aquila, Inc., d/b/a Aquila Networks, a Delaware corporation, hereby accepts for itself, its successor and assigns, all of the terms, conditions and provisions of Ordinance No. 23067, passed by the Board of Aldermen of Raymore, Missouri, on the 13th day of October, 2003, granting a franchise to said Aquila, Inc., d/b/a Aquila Networks, a Delaware corporation.

IN WITNESS WHEREOF, Aquila, Inc., d/b/a Aquila Networks, a Delaware corporation, has caused these documents to be executed by the Vice President of Operations, on this 20th day of November, 2003.

Aquila, Inc.,
d/b/a
Aquila Networks

By 
Vice President
Operations

Received this 25th day of November, 2003, by the City of Raymore, Missouri.


City Clerk

"AN ORDINANCE ESTABLISHING AND RENEWING AN OCCUPATION TAX AS ESTABLISHED BY ORDINANCE 121382 ON ELECTRIC COMPANIES OPERATING IN THE CITY OF RAYMORE, MISSOURI."

Be it ordained by the City of Raymore, Missouri, as follows:

The City of Raymore, Missouri, (hereinafter referred to as "City") hereby establishes and renews an occupation tax as established by Ordinance 121382 on every electric company, and every other person, firm or corporation, their successors and assigns, owning, operating, controlling, leasing or managing any electric plant or system, generating, manufacturing, selling, distributing or transporting electricity, (hereinafter referred to as "Energy Providers"). Energy Providers shall collect from their customers, but not from the City of Raymore and other governmental agencies and political subdivisions, located within the corporate limits of the City of Raymore, and pay to the City an amount equal to seven (7) percent of gross receipts derived from the sale, distribution or transportation of electricity delivered within the present or future limits of the City. Gross receipts as used herein are revenues received from the sale, distribution or transportation of electricity, after adjustment for the net write-off of uncollectible accounts and corrections of bills theretofore rendered.

The amount paid by Energy Providers shall be in lieu of, and Energy Providers shall be exempt from, all other occupation, license, excise or right-of-way permit fees or taxes which the City may impose for the rights and privileges herein granted or for the privilege of doing business as an Energy Provider within the City; and in the event any such fee, charge, license, tax or assessment shall be imposed by the City, the payment to be made in accordance with the provisions of this section shall be reduced in an amount equal to the annual burden of such fee, charge, license, tax or assessment imposed upon the Energy Providers. Ad valorem property taxes imposed generally upon all real and personal property within the City shall not be deemed to affect the obligation of the Energy Providers under this section.

Any consideration hereunder shall be reported and paid to the City by Energy Providers on a monthly basis. Such payment shall be made not more than thirty (30) days following the close of the period for which payment is due. Initial and final payments shall be prorated for the portion of the period at the beginning and end of the term of this Ordinance.

Energy Providers shall list the local occupation tax collected from customers as a separate item on bills for utility service issued to customers. If at any time the Missouri Public Service Commission, or other authority having proper jurisdiction, prohibits such recovery, then Energy Providers will no longer be obligated to collect and pay the occupation tax herein contemplated. In addition, an Energy Provider may discount or reduce the occupation tax payable for electricity delivered to a specific customer of an Energy Provider when it is required to reduce the occupation tax to retain the business of that

customer. Modification or reduction of the occupation tax should occur if the occupation tax would cause the customer to cease purchase or transportation deliveries of electricity from the Energy Provider by installing equipment to access electric supply not subject to the City's occupation tax.

The City shall provide copies of annexation ordinances to Energy Providers on a timely basis to ensure appropriate occupation tax collection from customers within the corporate limits of the City.

The City shall have access to and the right to examine during normal business hours, those of Energy Providers' books, receipts, files, records and documents that are necessary to verify the correctness of payments due hereunder. If it is determined that a mistake was made in the payment of any occupation tax required hereunder, such mistake shall be corrected promptly upon discovery, such that any under-payment by Energy Providers shall be paid within 30 days of the recalculation and any over-payment by Energy Providers shall be discounted from the next payment(s) due.

First Reading: August 25, 2003

Passed and approved by the City Council of the City of Raymore, Missouri on this 13th day of October 2003 by the following vote:

Councilmember Champ	Aye
Councilmember Eldridge	Aye
Councilmember Holsman	Aye
Councilmember Jacobson	Aye
Councilmember Van Hooser	Aye
Councilmember Vinck	Aye
Councilmember Waite	Aye
Councilmember Wicks	Aye

APPROVE:


Juan I. Alonzo, Mayor

ATTEST:


Susie Gnefkow, City Clerk



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: 9/23/2024

SUBMITTED BY: Jonathan Zerr

DEPARTMENT: Legal

ITEM CATEGORY: Ordinance

TITLE / ISSUE / REQUEST

Sunset Lane Acquisition/Settlement Agreement

STRATEGIC PLAN GOAL / STRATEGY

2.3.3 Strengthen development and maintenance of streets, trails and pedestrian pathways.

FINANCIAL IMPACT

Award To:	N/A
Amount of Request/Contract:	\$44,197.51
Amount Budgeted:	\$44,197.51
Funding Source/Account:	GO Bond

PROJECT TIMELINE

Estimated Start Date
10/14/2024

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

1. Bill 3913
2. Acquisition Agreement

BACKGROUND / JUSTIFICATION

As part of the master transportation plan established by the City, a number of connecting roadways have been identified that will facilitate north/south traffic within the city and

beyond, as well as provide access points to further residential development. Included in the plan was the extension of Sunset Lane from its current northern terminus on the east side of Hawk Ridge Park to 163rd Street. The road extension has been engineered and the process for awarding bids has been commenced for the project with anticipated preparation and start work this year. The proposed plans require the acquisition of certain right-of-way and temporary construction easements for the project. The right-of-way and easements are located on property owned by Fred and Susan Ashbaugh (by and through an IRA and a trust).

Following efforts to negotiate for the acquisition of the right-of-way and easement from the Ashbaughs, the City Council authorized the filing of a legal action seeking condemnation of the necessary property. This action has been filed and prosecuted through the Circuit Court of Cass County, Missouri as Case No. 23CA-CC00224. Negotiations have continued fruitfully since the initiation of the condemnation action and the parties have reached an agreement on the terms, conditions, and obligations for acquisition of the necessary right-of-way and easement.

If approved, Bill 3913 will authorize the City Manager to execute the necessary documentation to acquire the right-of-way and easement. It will authorize the issuance of payment for the acquisition of the right-of-way and easement in the amount of \$44,197.51. It will authorize the acceptance of the right-of-way deed and easement, along with the recordation of the right-of-way deed. Finally, it will authorize the dismissal of the current pending condemnation proceeding.

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, APPROVING AN AGREEMENT FOR THE ACQUISITION OF RIGHT-OF-WAY AND A TEMPORARY CONSTRUCTION EASEMENT NEEDED TO COMPLETE THE CONSTRUCTION OF SUNSET LANE."

WHEREAS, the Frederick A. Ashbaugh IRA and Fred and Susan Ashbaugh Trust (collectively the "Ashbaughs") are the owners of certain real property located in the City of Raymore, Missouri generally located at 601 N. Johnston Parkway, Raymore, Missouri 64083 (the "Ashbaugh Property"); and,

WHEREAS, the transportation plan for the City includes the extension of Sunset Lane from its current northern terminus to 163rd Street; and,

WHEREAS, the proposed extension of Sunset Lane will be constructed along the eastern boundary of the the Ashbaugh Property which will require the acquisition of right-of-way ("Right-of-Way") and a temporary construction easement ("Easement") from the Ashbaughs; and,

WHEREAS, the City has initiated a condemnation action in the Circuit Court of Cass County, Missouri, for the acquisition of the Right-of-Way and Easement which has been identified by the Court as Case No. 23CA-CC00224; and,

WHEREAS, the City and the Ashbaughs have negotiated for the acquisition of the Right-of-Way and Easement and resultant dismissal of the pending action.

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

Section 1. Approval of Agreement. The Acquisition Agreement attached hereto and incorporated by reference herein as Exhibit "A" is hereby approved and the City Manager, City Attorney, and City Clerk are hereby authorized to execute, sign, and attest to the same, and take all reasonable actions necessary to effectuate the terms and conditions of the Acquisition Agreement.

Section 2. Authorization for Payment. The City Manager and Director of Finance are hereby further authorized and directed to issue payment to the Ashbaughs for the full amount of the agreed upon acquisition costs totalling \$44,197.51 upon receipt of a fully executed copy of the Acquisition Agreement and applicable W-9s from the Ashbaughs.

Section 3. Authorization to Accept and Execute Right-of-Way Deed and Easement. The City Manager, City Attorney, and City Clerk are further authorized and directed to execute, sign, and attest to the Right-of-Way Deed and Easement as contemplated by the Acquisition Agreement, and to thereafter record the Right-of-Way Deed with the Cass County Recorder of Deeds.

Section 4. Authorization to Dismiss Pending Legal Action. Upon receipt of the fully executed copy of the Acquisition Agreement, the required W-9s from the Ashbaughs, the Right-of-Way Deed, and the Easement, the City Attorney is authorized and directed to submit the necessary pleadings for dismissal of the pending legal action (Case No. 23CA-CC00224).

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

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

DULY READ THE FIRST TIME THIS 23RD DAY OF SEPTEMBER, 2024.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 14TH DAY OF OCTOBER, 2024, BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Baker
Councilmember Barber
Councilmember Burke III
Councilmember Circo
Councilmember Engert
Councilmember Holman
Councilmember Mills

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature

ACQUISITION AGREEMENT

THIS ACQUISITION AGREEMENT (“Agreement”) is made as of September____, 2024, by and between the City of Raymore, Missouri (the “City”) and Frederick A. Ashbaugh IRA, as to a 75% interest in the property described herein (the “Ashbaugh IRA”) and Fred and Susan Ashbaugh Trust, as to a 25% interest in the property described herein (the “Ashbaugh Trust”) (the Ashbaugh IRA and the Ashbaugh Trust are collectively referred to herein as “Ashbaugh”) (collectively the City and Ashbaugh are referred to herein as, “the parties”).

RECITALS

WHEREAS, Ashbaugh is the owner of the parcel of property commonly known as 601 N. Johnston Parkway, Raymore, Missouri 64083 and identified by Cass County Missouri as Parcel ID 04-02-09-000-000-004.005 consisting of approximately 20.97 acres and is referred to herein as the “Subject Property”. The Subject Property is legally described in the Corporation Warranty Deed attached hereto as Exhibit 1 and incorporated herein; and

WHEREAS, City sought to acquire from Ashbaugh certain property interests in the Subject Property as follows: Right of Way and Temporary Construction Easement (the “Property Interests”) for its Sunset Lane Transportation Improvement (the “Project”) and

WHEREAS, when negotiations to acquire the Property Interests were not initially successful the City filed a Petition For Condemnation in the Circuit Court of Cass County, Missouri to acquire those Property Interests, case no. 23CA-CC00224 (the “Lawsuit”); and

WHEREAS, the City’s Ordinance No. 2022-083 provides, at Section 2 “Should the City Manager determine that any and/or all of the necessary right-of-way, permanent easements and temporary easements for completion of the Sunset Lane Improvements may be obtained at fair and reasonable purchase prices through further negotiation with the individual owner, the City

Manager is directed and authorized to undertake the same, in addition to, or as an alternative to, the eminent domain procedure” and

WHEREAS, after the filing of the Lawsuit the City and Ashbaugh reached an agreement whereby, among other things, Ashbaugh would convey to the City the Property Interests the City sought to acquire in the Subject Property on the terms and conditions set forth in this Agreement and in the Property Interests documents attached hereto and incorporated herein; and

WHEREAS, attached hereto and incorporated herein by reference as Exhibit 2 is the form of the Right-of-Way conveyance agreed to by the parties; and

WHEREAS, attached hereto and incorporated herein by reference as Exhibit 3 is the form of Temporary Construction Easement agreed to by the parties; and

WHEREAS, the parties wish to resolve their mutual disputes in the Lawsuit; and

WHEREAS, Ashbaugh desires to sell and convey the Property Interests in the Subject Property to the City for Forty-four Thousand One Hundred Ninety-Seven Dollars and 51/100 (\$44,197.51) and the City desires to purchase the Property Interests in the Subject Property for that amount of money and dismiss, with prejudice, the Lawsuit.

NOW THEREFORE, in consideration of the covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties to this Agreement agree as follows:

1. Incorporation of Recitals. The Recitals set forth above are hereby incorporated into and made a part of this Agreement.
2. Acquisition Payment. The City shall pay to Ashbaugh Forty-four Thousand One Hundred Ninety-Seven Dollars and 51/100 (\$44,197.51) (the “Payment”). In exchange for the Payment Ashbaugh shall execute and deliver to the City the Property Interests attached

hereto as Exhibits 2 and 3 and completed Form W-9s for both the Ashbaugh IRA and the Ashbaugh Trust. After payment of the Payment to Ashbaugh, the City may record, at its cost, the Right-of-Way conveyance. The City shall not record the Temporary Construction Easement.

3. Condition of Property Interests. The City accepts the property legally described in each of the Property Interests, and all aspects thereof, in “AS IS”, “WHERE IS” condition, without warranties, either express or implied, “WITH ALL FAULTS”, including, but not limited to, both latent and patent defects. In addition, the City acknowledges and agrees that all the Property Interests granted to the City are non-exclusive and are conveyed subject to all other easements, covenants, restrictions, reservations, rights of way and other matters of record and the rights of others affecting the rights granted therein, if any.
4. The City shall make the Payment to Ashbaugh at the same time that Ashbaugh delivers the Property Interests and completed Form W-9s to the City.
5. The exchange of the Payment from the City for the Property Interests from Ashbaugh shall take place not later than thirty (30) days from the date of this Agreement (the “Settlement Date”).
6. Contemporaneously with the Settlement Date, the City shall file a dismissal, with prejudice, of the Lawsuit along with a proposed Order of Dismissal, with prejudice. Attached hereto and incorporated herein as Exhibits 4 and 5 are the forms of dismissal, with prejudice and proposed order of dismissal, with prejudice.
7. The City shall be responsible for all recording fees and all fees that may be charged by its title company, if any, in connection with this transaction.
8. The City acknowledges and agrees that the remainder of the Subject Property shall be

allowed not less than three (3) connections to Sunset Lane all of which shall be full turning movement access points allowing right in and right out and left in and left out turning movements. The City further acknowledges and agrees that if at any time, whether now or if in the future there is a median constructed in Sunset Lane there shall be median breaks allowed at each of the three (3) access points granted to the remainder of the Subject Property so as to allow full turning movements at each of those access points. The City represents to Ashbaugh that the Project does not contemplate a median in Sunset Lane along the easterly remainder of the Subject Property and the plan sheets do not show a median in Sunset Lane along the easterly remainder of the Subject Property and the City does not contemplate putting a median in Sunset Lane opposite the easterly remainder of the Subject Property. The three (3) full turning movement access points to be located roughly at Wiltshire Boulevard extended east, Tudor Drive extended east, and Manse Drive extended east (the “three full turning movement access points”). The three full turning movement access points are to be referenced in the Right-of-Way conveyance document and the right-of-way conveyed pursuant to this Agreement is subject to Ashbaugh’s right to the three full turning movement access points.

9. The City agrees that it shall not oppose or prohibit, directly or indirectly, the extension of utilities in, on, over, through, across or under the Right-of-Way Area, as may be requested/required by Ashbaugh, their successors, heirs or assigns, that are necessary for the development of the remainder of the Subject Property.
10. If necessary, the City shall be responsible for filing a Certificate of Value with the County that shall indicate that the acquisition of the Property Interests was under threat of eminent domain and thus is not necessarily representative of fair market value and for all purposes

the parties agree that the Property Interests were acquired under threat of eminent domain and that conveyances hereunder were not at “arm’s length”.

11. Controlling plan sheets. Attached hereto and incorporated herein as Exhibit 6 are plan sheets for the Project relative to the Subject Property. The parties agree that the Plans attached hereto and incorporated herein as Exhibit 6 shall constitute final Plans relative to the Subject Property and the Property Interests and this Agreement. The City agrees that there will not be any deviation in construction on the Subject Property from what is shown on Exhibit 6. In addition, at least ten (10) days prior to commencing work on the Project, the City shall cause the limits of the right-of-way and of the temporary construction easement to be marked on the ground of the Subject Property (whether by flag or spray paint or combination thereof) so that Ashbaugh can “see” the limits of the Property Interests.
12. Dispute Resolution/Default. If a dispute arises relating to this Agreement or any of the Property Interests after the execution of this Agreement by the parties, and the parties are unable to resolve the dispute, the parties agree in good faith to attempt to settle such dispute through the dispute resolution process using a professional mediator. The parties to the dispute must agree in writing before any settlement is binding. Any agreement signed by the parties pursuant to the dispute resolution conference shall be binding.
 - A. Defaults and Remedies. The City or Ashbaugh will be in default under this Agreement if either fails to comply with any material covenant, agreement, or obligation within any time limits required by this Agreement. Following a default by either the City or Ashbaugh, and after exhaustion of the dispute resolution process described above, the other party shall have the following remedies (which are in addition to any remedies

identified in any Property Interest document or any other remedies set forth in this Agreement):

1. If Ashbaugh defaults, the City may:

- a. Specifically enforce this Agreement and recover damages suffered because of Ashbaugh's delay in complying with any material covenant, agreement or obligation at issue in this Agreement.
- b. Terminate this Agreement by written notice to Ashbaugh and pursue any remedy and damages available at law or in equity.

2. If the City defaults, Ashbaugh may:

- a. Specifically enforce this Agreement and recover damages suffered because of the City's delay in complying with any material covenant, agreement, or obligation at issue in this Agreement.
- b. Terminate this Agreement by written notice to the City and pursue any remedy and damages available at law or in equity.

13. Cooperation. The parties shall cooperate with one another to ensure that the terms of this Agreement are achieved as agreed herein, whether by furnishing additional documents or signing additional agreements, or taking additional action or filing additional documentation with the Court of record.
14. Modification. This Agreement, and any of the Property Interests, may be modified only by a written instrument executed by both Ashbaugh and the City. Any modifications to this Agreement, or the Property Interests shall be in writing with said modification specifically referencing this Agreement.
15. Entire Agreement. This Agreement (including any Exhibits attached hereto) constitutes the

entire and final agreement among the parties and there are no agreements, understanding, warranties or representations among the parties except as set forth herein and in the attached Exhibits.

16. Attorney's Fees. Should any litigation be commenced between the parties hereto or their successors or assigns concerning any provision of this Agreement or the rights and duties of any person or entity in relation thereto, the party prevailing in such litigation shall be entitled to, in addition to such other relief that may be granted, a reasonable sum as and for his/her/its attorney's fees in such litigation.
17. Binding Effect/Successors and Assigns. The parties warrant and acknowledge that this Agreement shall be binding upon the parties and their respective successors, grantees, heirs, executors, personal representatives, agents, attorneys, and assigns.
18. No Presumption/Preparation of Agreement. The parties acknowledge that each party and its counsel have participated in the negotiation and preparation of this Agreement. This Agreement shall be construed without regard to any presumption or other rule requiring construction against the party causing the Agreement to be drafted.
19. Contractual nature of terms. The parties warrant and acknowledge that the terms herein and in the Property Interests are contractual and not mere recitals.
20. Governing Law. The parties agree this Agreement shall be construed and governed by the laws of the State of Missouri.
21. Severability. If any provision of this Agreement shall be in violation of any applicable law or ordinance or unenforceable for any reason, the invalidity or unenforceability of any provision shall not invalidate or render unenforceable any other provision hereof, which other provisions shall remain in full force and effect.

22. Representations and Warranties. The parties hereby represent and warrant as follows:
- a. The parties have the power to execute and deliver this Agreement and to perform the obligations hereunder and that each signatory hereto has been duly authorized by all requisite action, to execute and deliver this Agreement and to perform the obligations hereunder.
 - b. This Agreement is the legal, valid, and binding obligation of the parties, enforceable against each of them in accordance with its terms.
 - c. The execution, delivery and performance of this Agreement does not and will not (i) violate any law, rule, regulation, policy of the City, or court order to which the parties, or either of them, are subject; or (ii) conflict with or result in a breach of any agreement or instrument to which the parties are bound.
 - d. The parties each state that they were not threatened or coerced in any way to sign this Agreement and that each party voluntarily executed this Agreement in its best interest.
 - e. The parties each state they received assistance of counsel in the drafting and review of this Agreement.
 - f. The parties are legally competent to, and have the legal capacity to, execute this Agreement.
 - g. The parties have read the Agreement and fully understand it and execute it with full knowledge of its content and meaning.
23. Counterparts. To facilitate execution, this Agreement may be executed in as many counterparts as may be required. It shall not be necessary that the signatures on behalf of the parties appear on each counterpart hereof. All counterparts hereof shall collectively constitute a single agreement. The parties agree that a scanned or faxed copy of either

party's signature shall have the same effect as an original.

24. Time is of the essence. The parties agree that time is of the essence with respect to every provision of this Agreement.
25. Costs and Attorney's Fees. Except as otherwise presented herein, the parties each shall pay their own attorney's fees and other costs relating to the Lawsuit and this Agreement.
26. Inconsistencies. In the event of any conflict between the terms and conditions of this Agreement and the terms and conditions of any of the Property Interests, Exhibits 2 and 3, or any other related document, the terms and conditions of this Agreement shall control and prevail.
27. Notices. All notices required or permitted hereunder shall be in writing and shall be deemed made when delivered in person or by delivery service, transmitted by electronic mail or when mailed by certified mail, postage prepaid, return receipt requested, addressed as follows:

If to Ashbaugh:	Mr. Fred Ashbaugh 1513 Cross Creek Drive Raymore, Missouri 64083
With a copy to:	The Roe Law Firm LLC Attn: John W. Roe Corporate Hills North 4444 N. Belleview Ave., Suite 208 Kansas City, MO 64116 Phone: 816-421-9000 Email: jroe@theroelawfirm.com
If to the City:	City of Raymore, Missouri 100 Municipal Circle Raymore, Missouri 64083 Attn: City Manager
With a copy to:	Kapke & Willerth L.L.C. Attn: Jonathan S. Zerr 3304 Ralph Powell Road Lee's Summit, Missouri 64064 Phone: 816-461-3800

Email: jsz@kapkewillerth.com

IN WITNESS WHEREOF, the parties, having declared their intentions to be bound contractually by all stated terms and conditions do hereby execute and deliver this Agreement as indicated by their signatures below.

Frederick A. Ashbaugh IRA

By: _____

Print Name: _____

Title: _____

Date: _____

Fred and Susan Ashbaugh Trust

By: _____

Print Name: _____

Title: _____

Date: _____

By: _____

Print Name: _____

Title: _____

Date: _____

City of Raymore, Missouri

By: _____

Print Name: _____

Title: _____

Date: _____

EXHIBIT 1 (CORPORATION WARRANTY DEED)

Cass County, MO - Web Cop



FILE NUMBER 469861
OR BK 3422 PG 501
RECORDED 01/10/2011 02:19:54 PM
RECORDING FEE 30.00
MIKE MEDSKER, RECORDER OF DEEDS
CASS COUNTY, MISSOURI
NA

EXHIBIT

CORPORATION WARRANTY DEED

(Corporation Conveying to Multiple Grantees)

File Number: 201071587
Coffelt Land Title, Inc.

THIS INDENTURE, made on Jan 7 2011, by and between Tarrant Assurance Corporation a corporation duly organized under the laws of the State of Texas, of the County of Tarrant, State of Texas, Grantor, and Fredrick A Ashbaugh IRA (75%) & Fred & Susan Ashbaugh Trust (25%), Grantees. Grantees' mailing address is: 104 Sussex Court, Belton, Mo 4012

WITNESSETH, THAT THE SAID GRANTOR, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to it paid by the said GRANTEES (the receipt of which is hereby acknowledged), does by these presents GRANT, BARGAIN AND SELL, CONVEY and CONFIRM unto the said GRANTEES, the following described lots, tracts or parcels of land lying, being and situate in the County of Cass and State of Missouri, to-wit:

A tract of land being situated in the Western Half of Section 9, Township 46, Range 32, City of Raymore, Cass County, Missouri, more particularly described as follows: Commencing at a 5/8 inch bar with aluminum cap stamped LS 836 found at the Northwest corner of Section 9, Township 46, Range 32, in the City of Raymore, Cass County, Missouri; thence South 00 degrees 33 minutes 11 seconds West along the Western line of said Section 9, a distance of 1319.70 feet to the Northwest corner of the Southwest Quarter of the Northwest Quarter of said Section 9, said corner being the point of beginning; thence North 89 degrees 29 minutes 38 seconds East along the Northern line of the South Half of the Northwest Quarter of said Section 9, a distance of 2528.26 feet to the Northeast corner of the Southeast Quarter of the Northwest Quarter of said Section 9; thence South 00 degrees 03 minutes 18 seconds East along the Eastern line of said Southeast Quarter, a distance of 1327.09 feet to a 1/2 inch bar found at the Southeast corner of the Northwest Quarter of said Section 9; thence South 00 degrees 24 minutes 56 seconds West along the Eastern line of the Western 1/2 of said Section 9, a distance of 1324.52 feet; thence South 89 degrees 46 minutes 27 seconds West, a distance of 1142.20 feet to a point on the Eastern right-of-way line of Johnston Parkway as described in Remington, 1st Plat, and recorded in Plat Book 14 at Page 67 in the Office of Recorder of Deeds, Cass County, Missouri; thence Northeasterly along a curve to the left having an initial tangent bearing of North 08

Mike Medsker, Recorder of Deeds

Cass County, MO - Web Copy

degrees 16 minutes 43 seconds East and a radius of 830.00 feet and an arc length of 313.20 feet; thence North 13 degrees 20 minutes 30 seconds West along the tangent of said curve a distance of 320.85 feet; thence Northwesterly along a tangent curve to the right, having a radius of 15.00 feet and an arc length of 23.56 feet; thence North 13 degrees 20 minutes 30 seconds West, a distance of 50.00 feet; thence Southwesterly along a curve to the right, having an initial tangent bearing of South 76 degrees 39 minutes 30 seconds West and a radius of 15.00 feet and an arc length of 23.56 feet; thence North 13 degrees 20 minutes 30 seconds West along a tangent of said curve, a distance of 267.38 feet; thence North 76 degrees 39 minutes 30 seconds East, a distance of 130.00 feet; thence North 13 degrees 20 minutes 30 seconds West along the Eastern line of Remington, 4th Plat, as recorded in Plat Book 18 at Page 26 in the Office of Recorder of Deeds, Cass County, Missouri, a distance of 180.00 feet; thence North 11 degrees 24 minutes 48 seconds West, a distance of 84.22 feet; thence North 04 degrees 13 minutes 36 seconds West, a distance of 83.06 feet; thence North 00 degrees 30 minutes 22 seconds West, a distance of 93.17 feet; thence South 89 degrees 29 minutes 38 seconds West, a distance of 130.00 feet; thence North 00 degrees 30 minutes 22 seconds West, a distance of 25.31 feet; thence South 89 degrees 46 minutes 27 seconds West along the Northern line of said Remington, 4th Plat, a distance of 1152.30 feet to the Western line of said Section 9; thence North 00 degrees 33 minutes 11 seconds East along said Western line, a distance of 1189.26 feet to the point of beginning, being a part of the Western Half of Section 9, Township 46, Range 32, in the City of Raymore, Cass County, Missouri,

EXCEPT any part in roads,

AND FURTHER EXCEPT that part described as follows:

A tract of land being situated in the Western Half of Section 9, Township 46, Range 32, in the City of Raymore, Cass County, Missouri, more particularly described as follows: Commencing at a 5/8 inch bar with aluminum cap stamped LS-836 found at the Northwest corner of Section 9, Township 46, Range 32, in the City of Raymore, Cass County, Missouri; thence South 00 degrees 33 minutes 11 seconds West along the Western line of said Section 9, a distance of 1319.70 feet to the Northwest corner of the Southwest Quarter of the Northwest Quarter of said Section 9, said corner being the point of beginning; thence North 89 degrees 29 minutes 38 seconds East along the Northern line of the South Half of the Northwest Quarter of said Section 9, a distance of 2528.26 feet to the Northeast corner of the Southeast Quarter of the Northwest Quarter of said Section 9; thence South 00 degrees 03 minutes 18 seconds East along the Eastern line of said Southeast Quarter of the Northwest Quarter, a distance of 1327.09 feet to a 1/2 inch bar found at the Southeast corner of the Northwest Quarter of said Section 9; thence South 00 degrees 24 minutes 56 seconds West, along the Eastern line of the Western Half of said Section 9, a distance of 513.97 feet; thence South 89 degrees 29 minutes 38 seconds West, a distance of 1278.72 feet; thence North 13 degrees 20 minutes 30 seconds West, a distance of 161.86 feet; thence North 76 degrees 39 minutes 30 seconds East, a distance of 130.00 feet; thence North 13 degrees 20 minutes 30 seconds West along the Eastern line of Remington, 4th Plat, a subdivision in Raymore, Cass County, Missouri, a distance of 180.00 feet; thence North 11 degrees 24 minutes 48 seconds West, a distance of 84.22 feet; thence North 04 degrees 13 minutes 36 seconds West, a distance of 83.06 feet; thence North 00 degrees 30 minutes 22 seconds West, a distance of 93.17 feet to the Northeast corner of Remington, 4th Plat; thence North 00 degrees 08 minutes 35 seconds West, 85.66 feet; thence North 01 degrees 15 minutes 13 seconds East, 84.74 feet; thence North 02 degrees 42 minutes 29 seconds East, 84.84 feet; thence North 04 degrees 09 minutes 53 seconds East, 84.99 feet; thence North 85 degrees 06 minutes 22 seconds West,

Mike Medsker, Recorder of Deeds

File# 469861 OR O DOC TYPE CORP BK 3422 PG 502 PAGE 2 OF 3

Cass County, MO - Web Copy

190.00 feet; thence Southerly, on a curve to the left having a radius of 3530.00 feet and an initial tangent bearing of South 04 degrees 53 minutes 38 seconds West, an arc distance of 10.92 feet; thence North 85 degrees 17 minutes 00 seconds West, 135.22 feet; thence North 00 degrees 30 minutes 22 seconds West, 6.65 feet; thence South 89 degrees 29 minutes 38 seconds West, 206.33 feet; thence South 70 degrees 45 minutes 22 seconds West, 148.93 feet; thence South 89 degrees 46 minutes 27 seconds West, 409.55 feet; thence North 00 degrees 33 minutes 11 seconds East, 29.29 feet; thence North 89 degrees 26 minutes 49 seconds West, 210.00 feet to the West line of said Northwest Quarter; thence North 00 degrees 33 minutes 11 seconds East along said Western line, a distance of 866.68 feet to the point of beginning.
AND FURTHER EXCEPT that part platted as REMINGTON - 6TH PLAT, a subdivision in Raymore, Cass County Missouri, filed in Plat Book 18 at Page 82.

TO HAVE AND TO HOLD The premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereto belonging or in anywise appertaining unto the said Grantees, and unto their heirs and assigns forever; the said Grantor hereby covenanting that it is lawfully seized of an indefeasible estate in fee in the premises herein conveyed; that it has good right to convey the same; that the said premises are free and clear from any encumbrance done or suffered by it or those under whom it claims; and that it will warrant and defend the title to said premises unto the said Grantees and unto their heirs and assigns forever, against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, the said Grantor has caused these presents to be signed by its President and the corporate seal to be hereto attached, the day and year first above written.

Tarrant Assurance Corporation

Tarrant Assurance Corporation

By:

James A Ryffel, President

By:

STATE OF
COUNTY OF

Texas

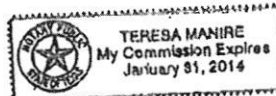
Tarrant

On this Jan 14 2011, before me, Teresa Manire, a Notary Public in and for said state, personally appeared James A Ryffel, President of Tarrant Assurance Corporation, known to me to be the person(s) who executed the within Corporation Warranty Deed in behalf of said corporation and acknowledged to me that he/she executed the same as the free act and deed of said Corporation.

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

Notary Public:

Teresa Manire



Mike Medsker, Recorder of Deeds

File# 469881 OR O DOC TYPE CORP BK 3422 PG 503 PAGE 3 OF 3

EXHIBIT 2 RIGHT-OF-WAY CONVEYANCE

RIGHT-OF-WAY DEED

KNOW ALL MEN BY THESE PRESENTS:

THIS AGREEMENT, made this ____ day of _____ 2024, by and between: Frederick A. Ashbaugh IRA, as 75% owner and Fred and Susan Ashbaugh Trust, as 25% owner, hereinafter collectively called the **GRANTOR**, and THE MAYOR, COUNCILMEN AND CITIZENS OF THE CITY OF RAYMORE, MISSOURI, a municipal corporation in the County of Cass and State of Missouri, party of the second part, hereinafter called **GRANTEE**, **GRANTEE'S mailing address being 100 Municipal Circle, Raymore, Missouri 64083.**

WHEREAS, GRANTOR owns certain real property situated in Section 9, Township 46, Range 32, Raymore, Cass County, Missouri identified as Cass County Parcel ID: 04-02-09-000-000-004.005 consisting of approximately 20.97 acres ("GRANTOR'S Property"); and

WHEREAS, Sunset Lane is being improved as part of the Grantee's Sunset Lane Transportation Improvement; and

WHEREAS, in order for the construction, improvement and extension of Sunset Lane from its current northern terminus to 163rd Street and installation of the infrastructure facilities for the same (including, but not limited to, installation of drainage, curbs, gutters, road surface, adequate erosion control implements and flood/stream/storm control) GRANTOR hereby conveys unto GRANTEE that portion of Grantor's Property legally described on Exhibit A and visually depicted on Exhibit B.

WITNESSETH, that the GRANTOR, for and in consideration of \$10.00 and other valuable consideration to it paid by the GRANTEE, the receipt and sufficiency of which is hereby acknowledged, does by these presents quit claim, without warranty and subject to all matters of record or the rights of others affecting the rights granted herein, and the right of Grantor, their successors heirs and assigns to the three (3) full turning movement access points as that term is defined and described in the Acquisition Agreement between the parties and the right of GRANTOR, its successors, heirs or assigns, to extend utilities necessary for the development of the remainder of GRANTOR's Property in, on, over, through, across or under the Right-of-Way Area, unto said GRANTEE, its successors and assigns, a RIGHT-of-WAY for public use as a street, roadway or thoroughfare on, over, along, and across, the following described lots, tracts, or parcels of land lying, being and situated in the County of Cass, and the state of Missouri, to wit:

See Exhibit A attached hereto and incorporated herein (the "Right of Way Area")

The Right-of-Way Area is visually depicted on the attached Exhibit B which is incorporated herein.

GRANTEE accepts the Right-of-Way Area and all aspects thereof in "AS IS", "WHERE IS",

condition, without warranties, either express or implied, "WITH ALL FAULTS", including, but not limited to both latent and patent defects.

The Right-of-Way Area is subject to easements, covenants, conditions, restrictions and other matters of record and the rights of others affecting the rights granted herein and also to the right of Grantor, their successors heirs and assigns to the three (3) full turning movement access points as that term is defined and described in the Acquisition Agreement between the parties.

No construction activities by GRANTEE in the Right-of-Way Area or use of the Right of Way Area, at any time, shall result in increased water runoff or drainage or result in erosion on the remainder of GRANTOR's Property.

GRANTEE's rights herein are restricted to the area legally described above and visually depicted on Exhibit B.

GRANTOR hereby reserves the right to use GRANTOR'S Property and the Right-of-Way Area for any use not inconsistent with GRANTEE'S permitted use of the Right-of-Way Area.

In the event that GRANTEE'S use of the Right-of-Way Area results in damage to the GRANTOR'S Property, GRANTEE shall promptly repair any damage to GRANTOR'S Property and/or, GRANTOR'S improvements located thereon (including, without limitation, any and all crops, landscaping, trees, fences, water and/or irrigation pipes, lines and ditches, curbs, gutters, asphalt surfaces, signs, lighting, buildings, etc.), and shall restore the GRANTOR'S Property to the same or better condition.

GRANTEE hereby agrees to indemnify, defend and hold harmless GRANTOR and its employees, contractors, subcontractors, affiliates and associates from and against all claims, damages, losses, injuries, costs or liabilities of any kind, including attorneys' fees and litigation costs, to the extent arising out of, or connected with GRANTEE'S use of the Right-of-Way Area. This indemnity includes, but is not limited to, personal injury or death claims and mechanic lien claims.

GRANTEE will ensure that prior to entering onto the Right-of-Way Area GRANTEE and GRANTEE'S Agents and other such parties who assist with the construction, maintenance or use of the Right-of-Way Area are covered under the terms of insurance policies sufficient to insure GRANTEE'S and GRANTEE'S Agents' obligations under this Agreement and shall name GRANTOR as additional insureds on the commercial general liability policy provided by GRANTEE'S contractor to GRANTEE and shall provide a copy of the Declaration Page, or similar writing, confirming that GRANTOR has been named as additional insureds prior to entering the Right-of-Way Area to do any Work.

This Agreement along with the Acquisition Agreement contains the entire agreement between the Parties relating to the rights herein granted and the obligations herein assumed. Any modification of this Agreement must be in writing and executed by the appropriate authorities of both GRANTEE and GRANTOR.

This Agreement shall be binding on and shall inure to the benefit of the Parties' heirs, executors, administrators, successors, and assigns.

If any action, suit, or proceeding is brought by a Party hereto with respect to a matter or matters covered by this Agreement or if a Party finds it necessary to retain an attorney to enforce its rights under this Agreement, all costs and expenses of the prevailing party incident to such proceeding or retention, including reasonable attorneys' fees, shall be paid by the non-prevailing party.

Each individual executing this Agreement represents and warrants that he or she has been duly authorized by appropriate action of the governing body of the party for which he/she signs to execute and deliver this Agreement in the capacity and for the entity set forth where he/she signs and that as a result of his/her signature, this Agreement shall be binding upon the party for which he/she signs.

This Agreement shall be deemed to have been jointly drafted.

TO HAVE AND TO HOLD THE SAME, together with all appurtenances and immunities thereunto belonging or in any way appertaining, unto the GRANTEE and to its successors and assigns forever.

IN WITNESS WHEREOF, the GRANTOR does hereunto set its hand the day and year first above written.

GRANTOR:

Frederick A. Ashbaugh IRA

By: _____
Frederick A. Ashbaugh

STATE OF _____)
) SS
COUNTY OF _____)

On this ____ day of _____, 20____, before me appeared Frederick A. Ashbaugh, to me known to be the person described in and who executed the foregoing instrument; and acknowledged that he executed the same as his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in _____, the day and year last above written.

Notary Public in and for said County and State

My term expires: _____

By: _____
Fred Ashbaugh, Trustee

STATE OF MISSOURI)) SS
COUNTY OF)

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in _____, the day and year last above written.

My term expires: _____

By: _____
Jim Feuerborn, City Manager

STATE OF MISSOURI)) SS
COUNTY OF _____)

Page 64 of 353

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

Notary Public

My Commission Expires: _____

Attested:

By: _____
Erica Hill, City Clerk

Approved as to form:

By: _____
Jonathan S. Zerr, City Attorney

EXHIBIT

A

Survey Description
Ashbaugh, Fred Book 3335 Page 894

A Part Of The Southwest Quarter Of Section 9, Township 46 North, Range 32 West, Raymore, Cass County, Missouri. Being A Part Of The Recorded Property At Deed Book 3335 Page 894 Being More Particularly Described As Follows:

Commencing At The Center Of Section 9; Thence South 02 Degrees 56 Minutes 20 Seconds West Along The East Line There Of 514.45 Feet To The North East Corner Of The Said Property Being Recorded At Deed Book 3335 Page 894 Being The Point Of Beginning;

Thence South 02 Degrees 56 Minutes 20 Seconds West Along The East Line Thereof 809.84 Feet To The Southeast Corner Of Said Property; Thence North 88 Degrees 39 Minutes 05 Seconds West Departing Said East Line And Along The South Line Thereof 43.03 Feet To The Westerly Right-Of-Way Of A Proposed Right-Of-Way And Along The Following Described Calls; Thence North 08 Degrees 47 Minutes 15 Seconds East 38.71 Feet; Thence Along A 972.54 Foot Radius Curve To The Left And Said Right-Of-Way 133.26 Feet, Said Curve Having A Chord Bearing Of North 06 Degrees 51 Minutes 23 Seconds East And A Chord Dimension Of 133.16 Feet; Thence North 02 Degrees 55 Minutes 11 Seconds East 639.19 Feet To The North Line Of The Said Recorded Property; Thence South 87 Degrees 58 Minutes 56 Seconds East Departing Said Right-Of-Way And Along Said North Line 30.19 Feet To The Point Of Beginning Containing 0.58 Acres More Or Less. Right-Of-Way To Incorporate All Planned Features As Designed. Subject To Any And All Encumbrances And Rights Recorded Or Unrecorded.

TO THE BEST OF MY INFORMATION,
KNOWLEDGE AND BELIEF, THIS SURVEY
WAS EXECUTED IN ACCORDANCE WITH THE
CURRENT MISSOURI STANDARDS
FOR PROPERTY BOUNDARY SURVEYS.
DATED 09/03/2022

RICKEY D. KEMP PLS-2006016631



Exhibit A Ashbaugh Fred 09/03/2022 Designed by: JN Checked by: RDK Project # 21-1082 File 21-1082 MW.Dwg	City Of Raymore Southwest Quarter (300) Section 9, Township 46 North, Range 32 West Raymore, Cass County, Missouri	 Springfield Office - (417) 986-4067 2017 West Woodland Street Springfield, Missouri 65807 www.CFSE.com Civil Engineering - Land Surveying - Materials Testing
	AutoCAD Civil 3d Surveyed by: B.M./JN Drawn by: JN	

EXHIBIT

B

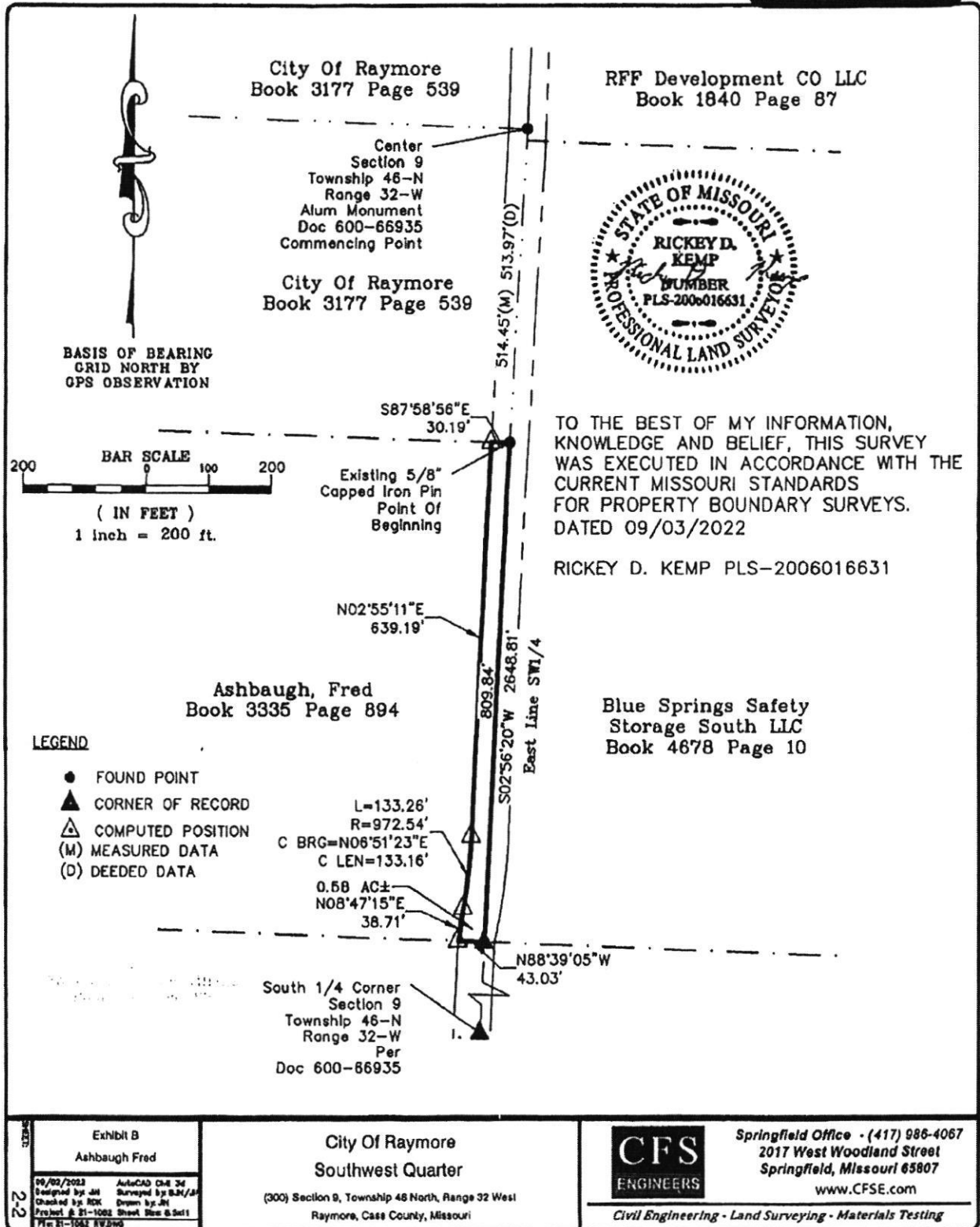


EXHIBIT 3 TEMPORARY CONSTRUCTION EASEMENT

TEMPORARY CONSTRUCTION EASEMENT
(Not to be Recorded)

KNOW ALL MEN BY THESE PRESENTS:

This Temporary Construction Easement (this “Agreement”) is made and entered into as of this ____ day of ____, 2024 by and between ____ (“Grantor”) and The City of Raymore, Missouri, a municipal corporation of the State of Missouri (“Grantee”). Grantor and Grantee are sometimes referred to herein individually as a “Party” and collectively as the “Parties”.

RECITALS:

WHEREAS, Grantor is the owner of certain real property situated in Section 9, Township 46, Range 32, Raymore, Cass County, Missouri identified as Cass County Parcel ID: 04-02-09-000-000-004.005 consisting of approximately 20.97 acres (the “Grantor Parcel”).

WHEREAS, Grantee desires to obtain a temporary, non-exclusive construction easement on, over, and across that portion of the Grantor’s Parcel more particularly described below (the “Easement Area”), for the purposes more particularly described herein.

WHEREAS, Grantor is willing to grant an easement to Grantee for such purposes, subject to the terms and conditions set forth herein.

Now Therefore, Grantor for and in consideration of the sum of Ten Dollars (\$10.00) and other good and sufficient consideration to them paid by Grantee (100 Municipal Circle, Raymore, Missouri 64083), the receipt of which is hereby acknowledged, the Parties agree as follows:

Grant of easement. Grantor hereby conveys, without warranty, subject to all other easements, covenants, restrictions, reservations, right of way and other matters of record and the rights of others affecting the rights granted herein, a non-exclusive temporary construction easement (the “Temporary Construction Easement”) upon, over and across the Easement Area legally described below to allow for Grantee’s operation and movement of equipment and the movement of a working force, in connection with the location, construction, reconstruction, maintenance, operation and repair of Sunset Lane (the “Work”) over, upon and across the following described tracts of land situated in Raymore, Cass County, and State of Missouri, to-wit:

See Exhibit A attached hereto and incorporated herein. (the “Easement Area”)

The Easement Area is visually depicted on Exhibit B attached hereto and incorporated herein.

Notwithstanding anything to the contrary herein, or in any associated right-of-way conveyance, Grantee for itself and on behalf of its agents agree that it/they shall only access the Easement Area from property adjoining on the south or north of the Easement Area and not across any other part

of the Grantor's Parcel. There is no "secondary" or "implied" easement granted herein across any other portion of the Grantor's Parcel to the Easement Area described above and visually depicted on Exhibit B.

This Agreement and the Temporary Construction Easement shall automatically terminate upon the earlier of to occur of: (i) completion of the Work by Grantee; (ii) July 1, 2026; or (iii) Grantee's breach of this Agreement and Grantee fails to cure said breach within thirty (30) days of written notice from Grantor of said breach.

Condition of the Grantor's Parcel. Grantee accepts the Grantor's Parcel and in particular the Easement Area and all aspects thereof in "AS IS," "WHERE IS" condition, without warranties, either express or implied, "WITH ALL FAULTS," including but not limited to both latent and patent defects.

Reservation by Grantor. Grantor hereby reserves the right to use Grantor's Parcel and the Easement Area for any use not inconsistent with Grantee's permitted use of the Easement Area.

Maintenance; Restoration. Grantee shall promptly repair any damage to Grantor's Parcel, Grantor's improvements located thereon (including, without limitation, any and all crops, landscaping, trees, fences, water and/or irrigation pipes, lines and ditches, curbs, gutters, asphalt surfaces, signs, lighting, buildings, etc.), and Easement Area caused by Grantee and/or Grantee's Agents, and shall restore the Grantor's Parcel and Easement Area to the same or better condition as they existed prior to any entry onto or work performed by Grantee and Grantee's Agents.

Insurance. Grantee will ensure that prior to entering onto the Easement Area Grantee and Grantee's Agents and other such parties who assist with the construction, maintenance or use of the Easement Area are covered under the terms of insurance policies sufficient to insure Grantee's and Grantee's Agents' obligations under this Agreement and shall name Grantor as additional insureds on the commercial general liability policy provided by Grantee's contractor to Grantee and shall provide a copy of the Declaration Page, or similar writing, confirming that Grantor has been named as additional insureds prior to entering the Easement Area to do any Work.

Indemnification. Grantee hereby agrees to indemnify, defend and hold harmless Grantor and its employees, contractors, subcontractors, affiliates and associates from and against all claims, damages, losses, injuries, costs or liabilities of any kind, including attorneys' fees and litigation costs, to the extent arising out of, or connected with Grantee's use of the Temporary Construction Easement.

Complete Agreement. This Agreement along with the Acquisition Agreement contains the entire agreement between the Parties relating to the rights herein granted and the obligations herein assumed. Any modification of this Agreement must be in writing and executed by the appropriate authorities of both Grantee and Grantor.

Successors and Assigns. This Agreement shall be binding on and shall inure to the benefit of the Parties' heirs, executors, administrators, successors, and assigns.

Enforceability and Litigation Expenses. If any action, suit, or proceeding is brought by a Party hereto with respect to a matter or matters covered by this Agreement or if a Party finds it necessary to retain an attorney to enforce its rights under this Agreement, all costs and expenses of the prevailing party incident to such proceeding or retention, including reasonable attorneys' fees, shall be paid by the non-prevailing party.

Authorization. Each individual executing this Agreement represents and warrants that he or she has been duly authorized by appropriate action of the governing body of the party for which he/she signs to execute and deliver this Agreement in the capacity and for the entity set forth where he/she signs and that as a result of his/her signature, this Agreement shall be binding upon the party for which he/she signs.

This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri. Grantee's rights are restricted to the Easement Area described above and visually depicted on Exhibit B. Grantee shall have no right or ability to assign the easement rights in Easement Area granted herein to third parties or to grant rights to third parties in the Easement Area without the express written consent of Grantor it being expressly understood by Grantee that Grantor reserves the right to grant additional easements to third parties in, on, under, over, through and across the Easement Area.

GRANTORS further state that they are lawfully seized of an indefeasible title in fee to the lands through which said easement is granted, and that they have good and lawful title and right to convey said easement to the GRANTEE aforesaid.

Frederick A. Ashbaugh IRA

By: _____
Frederick A. Ashbaugh

STATE OF _____)
)SS
COUNTY OF _____)

On this ____ day of _____, 20____, before me appeared Frederick A. Ashbaugh, to me known to be the person described in and who executed the foregoing instrument; and acknowledged that he executed the same as his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in _____, the day and year last above written.

Notary Public in and for said County and State

My term expires: _____

By: _____
Fred Ashbaugh, Trustee

STATE OF MISSOURI)) SS
COUNTY OF)

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in _____, the day and year last above written.

My term expires: _____

By: _____
Jim Feuerborn, City Manager

STATE OF MISSOURI)) SS
COUNTY OF)

Page 71 of 353

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

Notary Public

My Commission Expires: _____

Attested:

By: _____
Erica Hill, City Clerk

Approved as to form:

By: _____
Jonathan S. Zerr, City Attorney

EXHIBIT

A

Survey Description
 Temporary Construction Easement
 Ashbaugh, Fred Book 3335 Page 894

A Part Of The Southwest Quarter Of Section 9, Township 46 North, Range 32 West, Raymore, Cass County, Missouri. Being A Part Of The Recorded Property At Deed Book 3335 Page 894 Being More Particularly Described As Follows:

Commencing At The Center Of Section 9; Thence South 02 Degrees 56 Minutes 20 Seconds West Along The East Line There Of 514.45 Feet To The North East Corner Of The Said Property Being Recorded At Deed Book 3335 Page 894; Thence North 87 Degrees 58 Minutes 56 Seconds West Departing Said Line And Along The North Line Of Said Deeded Property 30.19 Feet To The Westerly Right-Of-Way Of The Proposed Road Being The Point Of Beginning;

Thence South 02 Degrees 55 Minutes 11 Seconds West Along Said Right-Of-Way 639.19 Feet; Thence Along A 952.89 Foot Radius Curve To The Right And Said Right-Of-Way 117.73 Feet, Said Curve Having A Chord Bearing Of South 06 Degrees 27 Minutes 33 Seconds West And A Chord Dimension Of 117.65 Feet; Thence Along A 1230.17 Foot Radius Curve To The Left And Said Right-Of-Way 53.53 Feet, Said Curve Having A Chord Bearing Of South 09 Degrees 06 Minutes 53 Seconds West And A Chord Dimension Of 53.53 Feet To The South Line Of The Said Deed Property At Book 3335 Page 894; Thence North 87 Degrees 42 Minutes 25 Seconds West Departing Said Right-Of-Way And Along Said South Line 11.90 Feet To The Westerly Right-Of-Way Of The Temporary Construction Easement; Thence Along A 1044.50 Foot Radius Curve To The Right And Said Right-Of-Way 39.09 Feet, Said Curve Having A Chord Bearing Of North 08 Degrees 43 Minutes 13 Seconds East And A Chord Dimension Of 39.09 Feet; Thence Along A 1298.10 Foot Radius Curve To The Left And Said Right-Of-Way 128.79 Feet, Said Curve Having A Chord Bearing Of North 06 Degrees 57 Minutes 00 Seconds East And A Chord Dimension Of 128.74 Feet; Thence North 02 Degrees 55 Minutes 53 Seconds East Along Said Right-Of-Way 642.46 Feet To The North Line Of The Deeded Property At Deed Book 3335 Page 894; Thence South 87 Degrees 58 Minutes 56 Seconds East Departing Said Right-Of-Way And Along Said North Line 11.81 Feet; To The Point Of Beginning Containing 0.22 Acres More Or Less. Subject To Any And All Encumbrances And Rights Recorded Or Unrecorded.

TO THE BEST OF MY INFORMATION,
 KNOWLEDGE AND BELIEF, THIS SURVEY
 WAS EXECUTED IN ACCORDANCE WITH THE
 CURRENT MISSOURI STANDARDS
 FOR PROPERTY BOUNDARY SURVEYS.
 DATED 12/07/2022

RICKEY D. KEMP PLS-2006016631



12

Exhibit A
 Ashbaugh Fred

09/01/2022 AutoCAD Civil 3d
 Designed by JH Surveyed by JH/JH
 Checked by JH Drawn by JH
 Project # 21-1062 Sheet Size 8.5x11
 File # 21-1062 RW.DWG

City Of Raymore
 Southwest Quarter

(300) Section 9, Township 46 North, Range 32 West
 Raymore, Cass County, Missouri



Springfield Office - (417) 986-4067
 2017 West Woodland Street
 Springfield, Missouri 65807
 www.CFSE.com

Civil Engineering - Land Surveying - Materials Testing

EXHIBIT

tabbies

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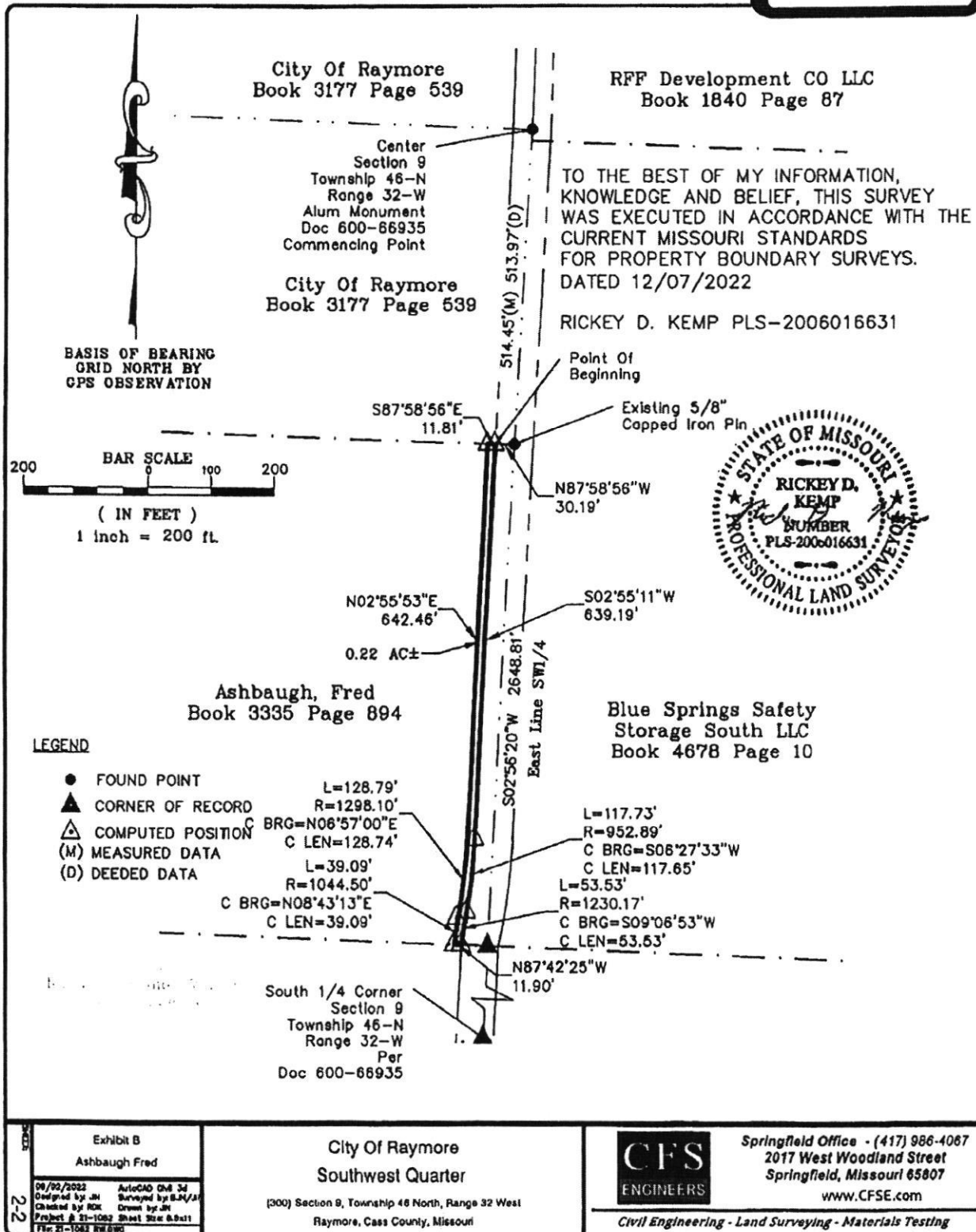


EXHIBIT 4 DISMISSAL, WITH PREJUDICE

IN THE CIRCUIT COURT OF CASS COUNTY, MISSOURI

CITY OF RAYMORE, MISSOURI

Plaintiff,

v.

FREDERICK A. ASHBAUGH IRA et al.,

Defendants.

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)

Case No.: 23CA-CC00224

**PLAINTIFF'S DISMISSAL, WITH PREJUDICE, OF ITS PETITION FOR
CONDEMNATION**

COMES NOW Plaintiff, City of Raymore, Missouri, by and through its undersigned attorney, and dismisses, with prejudice, its Petition for Condemnation.

Respectfully submitted,

KAPKE & WILLERTH L.L.C.

By: _____

George Kapke, Esq.
Jonathan S. Zerr, Esq
Kapke & Willerth L.L.C.
3304 Ralph Powell Road
Lee's Summit, Missouri 64064
Phone: 816-461-3800
Email: gek@kapkewillerth.com
jsz@kapkewillerth.com
ATTORNEYS FOR PLAINTIFF
CITY OF RAYMORE, MISSOURI

IN THE CIRCUIT COURT OF CASS COUNTY, MISSOURI

CITY OF RAYMORE, MISSOURI	)	
	)	
Plaintiff,	)	
	)	
	)	
v.	)	Case No.: 23CA-CC00224
	)	
	)	
FREDERICK A. ASHBAUGH IRA et al.,	)	
	)	
	)	
Defendants.	)	

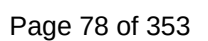
Upon full consideration, the Court having reviewed the Plaintiff's dismissal, with prejudice does hereby dismiss Plaintiff's Petition for Condemnation with prejudice, at Plaintiff's cost.

Dated: _____

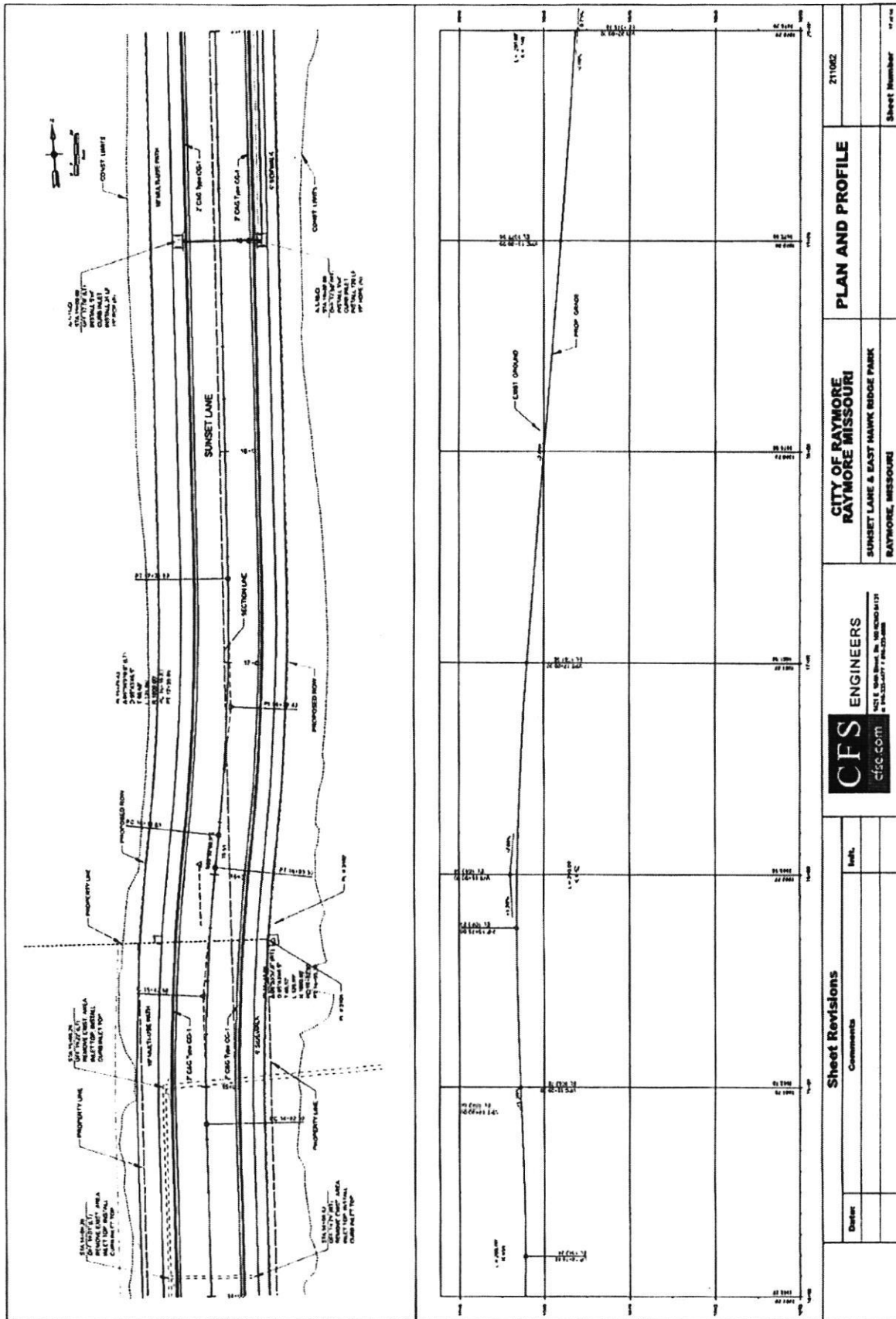
KAPKE & WILLERTH L.L.C.

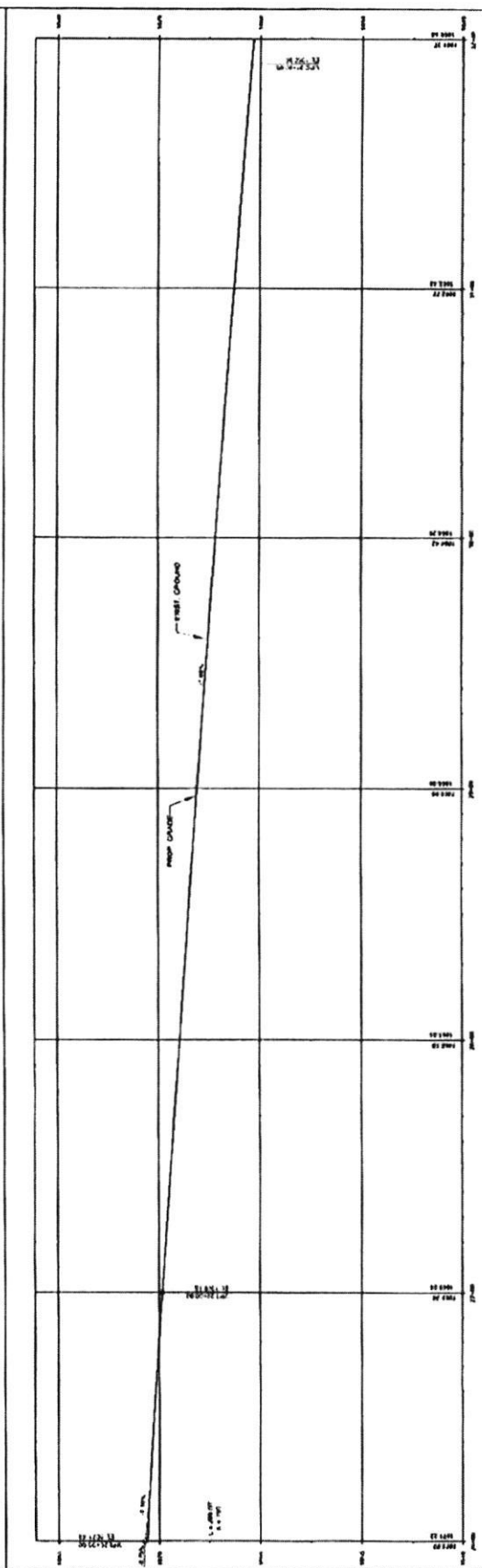
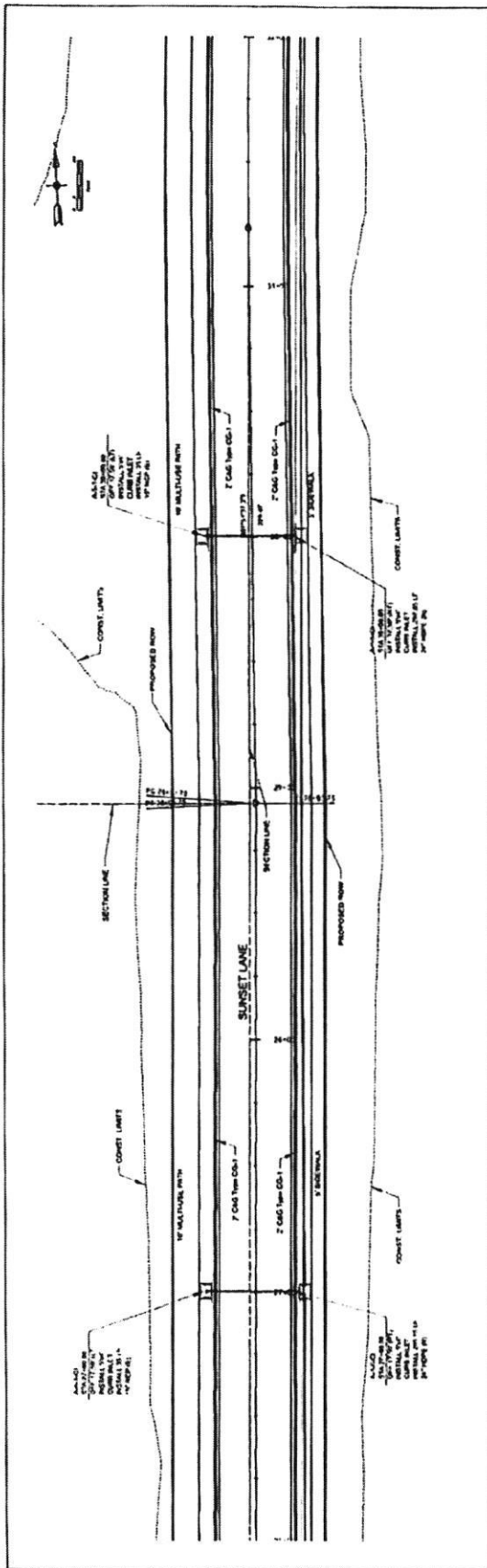
24

EXHIBIT 6 – THE PLAN SHEETS









Sheet Revisions		CITY OF RAYMORE RAYMORE, MISSOURI		PLAN AND PROFILE	
Date	Comments	SUNSET LANE & EAST MARK RIDGE PARK RAYMORE, MISSOURI		211062	
		CFS ENGINEERS 1011 E. Main Street, Suite 100 Raymore, Missouri 64083 cfe.com		Sheet Number	

RAYMORE, MISSOURI 64083



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: 9/23/2024
SUBMITTED BY: Trent Salsbury DEPARTMENT: Engineering
ITEM CATEGORY: Ordinance

TITLE / ISSUE / REQUEST

Award of Contract - Sunset Lane & Hawk Ridge Park 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: \$2,118,106.14
Amount Budgeted: \$2,869,331.09
Funding Source/Account: 2020 GO Bond Project #361 - 163rd / Sunset

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
11/4/2024	4/25/2025

STAFF RECOMMENDATION:

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Bill 3916
2. Contract

BACKGROUND / JUSTIFICATION

The Sunset Lane and Hawk Ridge Park Project involves the construction of approximately 3,109 feet of Sunset Lane and the grading and paving for a new plaza and paved parking lot at Hawk Ridge Park.

Bids were received for the Sunset Lane and Hawk Ridge Park Project on August 22, 2024, as follows:

Bidder	Bid Base - Sunset	Hawk Ridge East Alt 1 - Access Road Total		
VF Anderson	\$1,759,820.88	\$271,839.98	\$86,445.28	\$2,118,106.14
JM Fahey	\$1,922,864.00	\$313,140.75	\$152,088.50	\$2,388,093.25
Wil-Pav	\$2,135,615.50	\$258,851.43	\$113,627.37	\$2,508,094.30
Amino Brothers	\$2,081,973.10	\$343,812.65	\$126,288.40	\$2,552,074.15

VF Anderson Builders is the lowest and best bidder in the amount of \$2,118,106.14.

BILL 3916

ORDINANCE

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH VF ANDERSON BUILDERS FOR THE SUNSET LANE AND HAWK RIDGE PARK PROJECT, CITY PROJECT NUMBER 24-361-201, IN THE AMOUNT OF \$2,118,106.14 AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS."

WHEREAS, the Sunset Lane and Hawk Ridge Park Project was included in the 2024 Capital Budget; and,

WHEREAS, bids for this project were received on August 22, 2024; and,

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

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

Section 1. The City Manager is directed to enter into a contract in the amount of \$2,118,106.14 with VF Anderson Builders for the Sunset Lane and Hawk Ridge Park 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 23RD DAY OF SEPTEMBER, 2024.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 14TH DAY OF OCTOBER, 2024, BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Baker
Councilmember Barber
Councilmember Burke III
Councilmember Circo
Councilmember Engert
Councilmember Holman
Councilmember Mills

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature



CITY OF RAYMORE
CONTRACT FOR SERVICES

Sunset Lane and Hawk Ridge Park Grading, Drainage and Paving

This Contract for the Sunset Lane and Hawridge Park Grading, Drainage and Paving, hereafter referred to as the **Contract** is made this 14th day of October, 2024, between VF Anderson Builders, an entity organized and existing under the laws of the State of Missouri, with its principal office located at 15707 E 215th Street, Peculiar, MO 64078, 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 October 14, 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 24-361-201 and the General Terms and Conditions in Appendix B, commonly referred to as Contract Terms and Conditions and according to Contract Agreement set forth here. Contractor agrees to provide all labor, materials, tools, permits, and/or professional services and perform the contracted work in accordance with all specifications, terms and conditions as set forth within the proposal documents, including bonding, insurance, prevailing wage requirements, and termination clauses as needed or required. The work as

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

ARTICLE II TIME OF COMMENCEMENT AND COMPLETION

The work shall take a maximum of **150** 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 \$2,118,106.14 which includes Alternate - Access Road.

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

The City Manager has the authority for change orders.

ARTICLE IV CONTRACT PAYMENTS

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

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

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

Payment shall be made upon receipt of invoices presented in duplicate as outlined in Appendix B. For any payment of \$100,000.00 or greater, the City of Raymore will not issue payment by check and shall utilize a wire payment process. A wire transfer form will be provided to you as needed.

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

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

ARTICLE V INSURANCE REQUIREMENTS

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

ARTICLE VI DAMAGES/DELAYS/DEFECTS

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

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

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

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

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

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

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

ARTICLE VII RESPONSIBILITIES

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

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

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

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

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

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

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

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

Contract is subject to the State of Missouri Prevailing Wage Laws (Cass County Annual Wage 31) 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

(CITY SEAL)

VF ANDERSON BUILDERS

By: _____

Title: _____

Attest: _____

(SEAL)

APPENDIX A

SCOPE OF SERVICES AND SPECIAL PROVISIONS

Sunset Lane and Hawk Ridge Park Grading, Drainage and Paving

ANTICIPATED SCOPE OF SERVICES:

The work to be accomplished under these Contract Documents includes furnishing all labor, materials and equipment to construct the City of Raymore, MO, "Sunset Lane Extension and Hawk Ridge Park Grading and Paving", complete and ready for use in accordance with the Contract Documents. All work, materials and equipment shall meet the Construction and Material Specifications of the City of Raymore, Missouri.

The construction of approximately 3,109.41 feet of Sunset Lane and the grading and paving for a new Plaza and paved parking lot at Hawk Ridge Park. The work includes the following Principal Items:

1. Clearing, Grubbing and Demolition
2. Excavation and Embankment
3. 6" Cement Stabilized Subgrade
4. Asphalt Roadway Construction
5. Asphalt Parking Lot Construction
6. Sidewalks
7. Multi-Use Path
8. Curbs and Gutters
9. Water Main and Water Service Line
10. Enclosed Storm Drainage
11. Erosion Control
12. Permanent Signage
13. Permanent Striping and Pavement Marking
14. Seeding

SUBSIDIARY WORK

All work shown in the plans or referred to in the technical specifications and not specifically set forth in the Itemized 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 proposal.

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.

Clearing and Grubbing

Site clearing and grubbing shall be conducted in accordance with the City of Raymore Technical Specifications for Utility and Street Construction.

Payment

Final measurement will not be made for this work. Payment for this work shall be Lump Sum and shall be considered full compensation for all work complete and in place.

Excavation and Embankment

The Contractor shall perform all work necessary to excavate, remove, dispose of or compact all materials encountered within the limits of the project, at the locations shown on the plans. This work shall be performed in accordance with the City of Raymore Standard Technical Specification for Utility and Street Construction.

Payment

No direct measurement or payment will be made for grading of drives or entrance, sidewalks and other incidental grading items including stripping, stockpiling and spreading topsoil. Disposal of excess material, if any will also not be measured or paid for directly.

Final measurement will not be made for this work. The plan quantities in cubic yards as listed in the proposal shall be the payment quantities for "Excavation", and "Embankment" unless an authorized change in grade, slope, or typical section is made.

Payment for this work shall be made at the respective contract unit prices for "Excavation", and "Embankment" as listed in the Bid Form and shall constitute full compensation for labor, materials, and equipment necessary to complete the items.

6" Cement Stabilized Subgrade

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

ASPHALT CONSTRUCTION

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 Blacklidge applied at the residual rate of 0.06 gal/sq yd, CAT-TAC trackless tack manufactured by Hunt Refining applied at the same rate, or other approved trackless tack oil. Paving will not begin until the tack has broken. Nuclear density testing of the surface lift shall be considered subsidiary to this lineitem.

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

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

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.

WATER MAINS

The Contractor shall perform all work necessary to construct the water main along Sunset Lane and the associated water service connections at the locations shown on the plans. This work shall be performed in accordance with the City of Raymore Standard Technical Specification for Utility and Street Construction.

Payment

The quantities of completed work will be measured in the following units:

A. C-900 Water Main - Pipe

1. Open Trenched: Measurement of various size and types of water mains including fittings or bends, will be in linear feet, as called for in the Contract Documents and/or as shown on the Plans, based on field-measured lengths of acceptably installed pipe, as measured along

the centerline thereof. Retainer glands, thrust blocks, encasement, location wire and tape, and other subsidiary items to the pipe will not be measured separately.

2. Tunneled, Bored or Jacked: Measurement will be made in linear feet for the applicable size, and type of water main, tunneled, bored or jacked as called for in the Contract Documents and/or as shown on the Plans, based on actual field-measured lengths of acceptably installed pipe within casing or tunnel liner, including sand fill, end seals and other subsidiary items.
- B. Valves and Valve Boxes: Measurement will be made for the applicable size and type of valve, including valve boxes, bases, lids and covers, as determined by the quantity of valves installed.
- C. Fire Hydrants: Measurement will be made based on the actual number of hydrants installed as called for on the Plans or as directed by the Engineer. No measurement for payment will be made for branch piping, fittings, couplings, thrust blocks or other appurtenant items except valves and valve boxes.
- D. Specials (Meter Vaults, Air Valves, Pressure-Relief Valves, etc.): Measurement for these type items will be made based on the actual number of units installed, as called for on the Plans or as directed by the Engineer.

Payment will be made at the respective unit price listed in the Bid Form and shall be full compensation for all labor, materials, and equipment necessary to complete the respective unit in place. There will be no separate measurement or payment for any item of work not specifically identified and listed in the Contract Documents, and all such work shall be considered a subsidiary item with all costs pertaining thereto included in the prices for other items listed in the Contract Documents.

STORM SEWERS

The Contractor shall perform all work necessary to construct the enclosed storm drainage system for Sunset Lane at the locations shown on the plans. This work shall be performed in accordance with the City of Raymore Standard Technical Specification for Utility and Street Construction.

Payment

The quantities of accepted work will be measured in the following units. All measurements will be plan measure except for authorized changes.

- A. HDPE Pipe: By the linear foot of each size and type. Measurement will be to the nearest 0.1 foot for each line between structures, and made to the inside face of the connecting structure. Precast or prefabricated end sections will be excluded from the pipe measurement. Excavation, bedding, and backfill shall be included in the cost per linear foot of pipe per each size and type.

- B. Prefabricated or Precast End Sections: By the number of each size and type.
- C. Structures: Inlets, manholes, headwalls, endwalls, curb inlets, field inlets, and other similar structures will be measured by the number of each size and type as listed in the Contract Documents.
- D. Filter Blanket: Unless otherwise stated in the Agreement, there will be no separate measurement or payment for filter blanket. All costs for such work shall be included in the price of the related item.
- E. Riprap: By the square yard of surface area per each size and depth as specified on the Plans or Standard Drawings. Measurement will be parallel to sloping surfaces. The thickness of the riprap shall conform to the plan dimension. Measurement and payment of the filter fabric shall be included in the cost per square yard of the riprap.

Payment will be made at the respective unit price listed in the Bid Form, and shall be full compensation for all labor, materials, and equipment necessary to complete the respective unit in place. There will be no separate measurement or payment for any item of work not specifically identified and listed in the Contract Documents, and all such work shall be considered a subsidiary item with all costs pertaining thereto included in the prices for other items listed in the Contract Documents.

EROSION CONTROL

The contractor shall provide erosion control for all areas disturbed during construction. All the requirements of the Kansas City Metropolitan Chapter of the American Public Works Association (APWA), *Standard Specifications and Design Criteria* apply.

The Contractor shall follow the erosion control plan that is shown in the Contract Drawings unless otherwise directed by the Engineer.

All materials for temporary sediment control devices shall meet the requirements of APWA Section 5108.

Installation and maintenance shall be in accordance with APWA Standard Drawings ESC-01 through ESC-49 as applicable.

Removal of Sediment. Excavate and remove accumulated sediment at inlet protection, straw barriers, and silt fences until turf is established in the tributary area. Sediment shall be removed when it has accumulated to a sufficient depth to impair the function of the device or create a hazard to traffic within the construction area. Regardless, sediment shall be removed when the accumulation depth at the barrier is equal to or greater than:

One (1) foot at the line of ditch checks, silt fences, and field inlets.

Three (3) inches at curb opening inlets in areas not subject to traffic during construction.

Payment

Final measurement will not be made for this work. The plan quantity listed in the Bid Form shall constitute the payment quantity unless an authorized change is made during construction.

Payment for this work shall be made at the respective contract units and unit price Silt Fence as listed in the Bid Form and shall be full compensation for all work complete and in place.

PERMANENT SIGNAGE

The Contractor shall perform all work necessary to install the permanent signage for Sunset Lane and Hawk Ridge Park at the locations shown on the plans. This work shall be performed in accordance with the City of Raymore Standard Technical Specification for Utility and Street Construction.

Payment

Payment will be made at the Contract Unit Price as listed in the Bid Form. Payment shall constitute full compensation for labor, materials, and equipment necessary to complete the item.

PERMANENT STRIPING AND PAVEMENT MARKING

The Contractor shall perform all work necessary to install the permanent striping and pavement markings for Sunset Lane and Hawk Ridge Park at the locations shown on the plans. This work shall be performed in accordance with the MUTCD.

Materials: White paint shall be Ozark Materials, LLC Paint Product #26226 or approved equal. Yellow Paint shall be Ozark Materials, LLC Paint Product #16226

Payment

Payment will be made at the Contract Unit Price as listed in the Bid Form. Payment shall constitute full compensation for labor, materials, and equipment necessary to complete the item.

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.

ADDITIONAL INFORMATION

Project is tax exempt.

CITY OF RAYMORE, MISSOURI
RFP # 24-361-201

Appendix B
General Terms and Conditions

A. Procedures

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

B. Contract Period

Award of this contract is anticipated prior to the end of October, 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 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 31 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. For any payment of \$100,000.00 or greater, the City of Raymore will not issue payment by check and shall utilize a wire payment process. A wire transfer form will be provided to you as needed.

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 31). The Contractor shall include the provisions of this clause in all subcontracts for work to be performed by subcontractors under this contract so that provisions of this clause are binding upon subcontractors.

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

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

Q. *Permits/Certificates*

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

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

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

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

R. *Mobilization, Bonds and Insurance*

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

Payment shall be made on the following schedule.

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

S. *Bid Bond*

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

T. *Performance Bond*

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

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

U. Payment Bond

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

V. Maintenance Bond

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

W. Rejection of Bids

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

X. Release of Information

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

Y. American Products

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

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

Z. Affidavit of Work Authorization and Documentation

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

* submitting the attached AFFIDAVIT OF WORK AUTHORIZATION and

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

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

PROPOSAL FORM A
RFP 24-361-201

PROPOSAL VALIDITY AND COMMITMENT TO SIGN AGREEMENTS

I (authorized agent) Vince Foreman having authority to act on behalf of (Company name) VF Anderson Builders do hereby acknowledge that (Company name) VF Anderson Builders 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 23rd Street
Street

ADDRESS: Harrisonville Missouri 64701
City State Zip

PHONE: 816-935-9852

E-MAIL: vfbuilders@yahoo.com

DATE: 8/22/24 [Signature] President
(Month-Day-Year) Signature of Officer/Title

DATE: 8/22/24 [Signature] Secretary
(Month-Day-Year) Signature of Officer/Title

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

☐ MBE (Minority Owned Enterprise)
☐ WBE (Women Owned Enterprise)
☒ Small Business

PROPOSAL FORM B
RFP 24-361-201

CONTRACTOR DISCLOSURES

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

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

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

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

Legal Matters

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

_____ Yes ☒ No If yes, provide details in an attachment.

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

_____ Yes ☒ No If yes, provide details in an attachment.

Required Representations

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

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

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

PROPOSAL FORM C
RFP 24-361-201

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: _____

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 D

RFP 24-361-201

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

To the City of Raymore, Missouri: In compliance with your Request for Proposal, Bidder hereby proposed and agrees to furnish all labor, tools, materials and supplies to successfully complete all requirements defined in City Project No. 24-361-201 – Sunset Lane and Hawk Ridge Park Grading, Drainage and Paving.

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

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

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

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

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



CITY OF RAYMORE

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



ADDENDUM NO. 1

Sunset Lane and Hawk Ridge Park Grading, Drainage and Paving
Project #24-361-201

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: The pay units for several pay items do not match the bid tabs on the plans sheets.

Response: Revised Bid Proposal Form E attached.

2. Question: Is there a geotechnical (soils) report available?

Response: No

3. Question: Can the grading CAD file be provided?

Response: The CAD file will be provided to the contractor that is awarded the contract.

4. Question: Will The City accept extra dirt/spoils?

Response: The extra dirt that is removed from the road will be able to be dumped nearby in Hawk Ridge Park. The final location will be designated prior to the start of the project. Any concrete rubble or other debris will need to be removed from the site.

5. Question: What type of pipe is the storm sewer supposed to be?

Response: Bid form E has been revised to reflect the change. Storm Sewer pipe shall be HDPE.

6. Question: Can the site be accessed from both the North and the South?

Response: Yes, however The City's preference would be that the site is accessed from the South side off of 58 Highway.

6. Question: 150 Days put this project finishing in February; will the city allow for additional working days?

Response: Yes, The City is open to adding days to the project via change order so that the completion date is not in the middle of winter.

7. Question: What class of C900 water pipe? DR18? DR14?

Response: Per City code the waterline should be C900 DR14.

8. Question: Details on 2" backflow vault shows 48" diameter precast vault, typically we would install these with a standard 36" HDPE meter pit and lid...is the precast vault necessary? Meter pit and lid would be much less expensive...

Response: The City is good with using a 36" HDPE meter pit and lid in lieu of the precast vault from the detail.

9. Clarification: Sheet 26 Calls for a 2" RPZ Backflow Preventer. This needs to be changed to a 2" Double Check Backflow Preventer. This has been clarified on bid form E. Sheet 26 will not be revised.

10. Question: Does the 17,472 SY of cement treated subgrade in the Base bid -Sunset Lane section include the following items:

- Does the quantity include the 10 foot wide path? If not, then what item do we price that work?

Response: Yes, this includes the 10 foot wide path

- Does the quantity include the parking lot located west of roadway station 37+00?

Response: No, the parking lot is included under the Hawk Ridge Park East.

11. Question: The 3,440 SY of cement treated subgrade in the Base bid-Hawk Ridge Park East, where is this area located?

Response: This is for the parking lot

12. Question: Does the 1,302 SY of cement treated subgrade in the Add Alternate-Access Road include the parking lot located north of the access road at approximately station 49+00

Response: Yes, the parking lot is included.

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 August 15, 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 Finner
Title: President
Address: 14209 East 235th
City, State, Zip: Harrisonville Missouri 64701
Date: 8/22/24 Phone: 816-935-9852
Signature of Bidder: [Signature]

ADDENDUM MUST BE SUBMITTED WITH BID

***REVISED* BID PROPOSAL FORM E - Project No. 24-361-201**

Sunset Lane and Hawk Ridge Park Grading, Drainage and Paving

1. Base Bid - Sunset Lane

Bid Items	Units	Estimated Quantities	\$ / Units	Total
MOBILIZATION	L.S.	1	\$ 42,000.00	\$ 42,000.00
CONSTRUCTION STAKING	LS.	1	\$ 16,000.00	\$ 16,000.00
SITE PREPARATION	L.S.	1	\$ 124,000.00	\$ 124,000.00
UNCLASSIFIED EXCAVATION	C.Y.	10,174	\$ 5.00	\$ 50,870.00
EMBANKMENT	C.Y.	5,453	\$ 3.00	\$ 16,359.00
6" CEMENT TREATED SUBGRADE	S.Y.	17,472	\$ 4.74	\$ 82,817.28
2" APWA TYPE 3-01 SURFACE ASPHALT	S.Y.	13,883	\$ 10.10	\$ 140,218.30
4" APWA TYPE 1-01 RC BASE ASPHALT	S.Y.	3,424	\$ 12.43	\$ 42,560.32
7" APWA TYPE 1-01 RC BASE ASPHALT	S.Y.	10,459	\$ 27.68	\$ 289,505.12
CONCRETE SIDEWALK, 4"	S.Y.	1,728	\$ 51.00	\$ 88,128.00
CURB AND GUTTER TYPE CG-1	LF.	6,169	\$ 20.90	\$ 128,932.10
PERMANENT SIGNING AND PAVEMENT MARKING	LS.	1	\$ 7,047.00	\$ 7,047.00
SILT FENCE	LF.	9,824	\$ 3.24	\$ 31,829.76
PERMANENT SEEDING	ACRE	1	\$ 2,000.00	\$ 2,000.00
5' X 4' CURB INLET	EA.	18	\$ 6,100.00	\$ 109,800.00
15" RCP	LF.	337	\$ 108.00	\$ 36,396.00
15" HOPE	L.F.	120	\$ 58.00	\$ 6,960.00
18" HOPE	L.F.	170	\$ 68.00	\$ 11,560.00
24" HOPE	L.F.	1,665	\$ 84.00	\$ 139,860.00
30" HOPE	L.F.	17	\$ 129.00	\$ 2,193.00
30" FLARED END SECTION	EA.	1	\$ 2,000.00	\$ 2,000.00
12" SOLID SLEEVE	EA.	2	\$ 1,300.00	\$ 2,600.00
12" C-900	LF.	2,657	\$ 105.00	\$ 278,985.00
STRADDLE BLOCK	EA.	1	\$ 1,400.00	\$ 1,400.00
12" GATE VALVE	EA.	7	\$ 5,200.00	\$ 36,400.00
6" GATE VALVE	EA.	6	\$ 2,200.00	\$ 13,200.00
12" x 6" TEE WITH BACKING BLOCK	EA.	6	\$ 2,100.00	\$ 12,600.00
FIRE HYDRANT	EA.	6	\$ 5,200.00	\$ 31,200.00
12" END CAP	EA.	1	\$ 900.00	\$ 900.00
ROCK BLANKET	S.Y.	18	\$ 100.00	\$ 1,800.00
WORK ZONE TRAFFIC CONTROL	LS	1	\$ 1,700.00	\$ 1,700.00
6" 90 DEGREE BEND WITH BACKING BLOCK	EA.	6	\$ 1,000.00	\$ 6,000.00
12" X 2" TEE WITH BACKING BLOCK	EA.	1	\$ 2,000.00	\$ 2,000.00
TOTAL BASE BID SUNSET LANE				\$1,759,820.88

2. Base Bid - Hawk Ridge Park East

Bid Items	Units	Estimated Quantities	\$/Units	Total
MOBILIZATION	LS.	1	\$ 4,000.00	\$ 4,000.00
CONSTRUCTION STAKING	LS.	1	\$ 3,780.00	\$ 3,780.00
CLEARING, GRUBBING, AND DEMOLITION	LS.	1	\$ 62,000.00	\$ 62,000.00
UNCLASSIFIED EXCAVATION	C.Y.	6,395	\$ 5.00	\$ 31,975.00
EMBANKMENT	C.Y.	2,632	\$ 3.00	\$ 7,896.00
6" CEMENT TREATED SUBGRADE	S.Y.	3,440	\$ 5.41	\$ 18,610.40
2" APWA TYPE 3-01 SURFACE ASPHALT	S.Y.	1,434	\$ 13.69	\$ 19,631.46
6" APWA TYPE 1-01 RC BASE ASPHALT	S.Y.	1,434	\$ 29.18	\$ 41,844.12
CURB STOPS	EA.	34	\$ 216.00	\$ 7,344.00
5' CONCRETE SIDEWALK, 4"	S.Y.	233	\$ 52.00	\$ 12,116.00
CURB AND GUTTER TYPE CG-1	L.F.	150	\$ 28.00	\$ 4,200.00
2' RIBBON CURB	L.F.	685	\$ 28.00	\$ 19,180.00
12" HOPE	L.F.	41	\$ 51.00	\$ 2,091.00
12" FLARE END SECTION	E.A.	2	\$ 700.00	\$ 1,400.00
2" PVC WATER SERVICE LINE	LF.	207	\$ 36.00	\$ 7,452.00
8" X 2" REDUCER	EA.	1	\$ 1,600.00	\$ 1,600.00
2" WATER METER	EA.	1	\$ 5,000.00	\$ 5,000.00
2" DOUBLE CHECK BACKFLOW PREVENTER VALVE	EA.	1	\$ 7,100.00	\$ 7,100.00
12" x 2" TEE	EA.	1	\$ 2,300.00	\$ 2,300.00
2" PLUG	EA.	1	\$ 500.00	\$ 500.00
PERMANENT SIGNING AND PAVEMENT MARKING	LS.	1	\$ 3,600.00	\$ 3,600.00
SILT FENCE	L.S.	1	\$ 1,620.00	\$ 1,620.00
PERMANENT SEEDING	ACRE	3.3	\$ 2,000.00	\$ 6,600.00
TOTAL BASE BID HAWK RIDGE PARK EAST				\$ 271,839.98

Add Alternate - Access Road

Bid Items	Units	Estimated Quantities	\$/Units	Total
MOBILIZATION	L.S.	1	\$ 1,200.00	\$ 1,200.00
CONSTRUCTION STAKING	LS.	1	\$ 1,620.00	\$ 1,620.00
SITE PREPARATION	LS.	1	\$ 3,500.00	\$ 3,500.00
UNCLASSIFIED EXCAVATION	C.Y.	301	\$ 20.00	\$ 6,020.00
EMBANKMENT	C.Y.	62	\$ 10.00	\$ 620.00
6" CEMENT TREATED SUBGRADE	S.Y.	1,302	\$ 10.15	\$ 13,215.30
2" APWA TYPE 3-01 SURFACE ASPHALT	S.Y.	1,302	\$ 14.33	\$ 18,657.66
6" APWA TYPE 1-01 RC BASE ASPHALT	S.Y.	1,302	\$ 30.16	\$ 39,268.32
CURB STOPS	EA	9	\$ 216.00	\$ 1,944.00
PERMANENT SEEDING	ACRE	0.2	\$ 2,000.00	\$ 400.00
TOTAL ALTERNATE BID ACCESS ROAD				\$ 86,445.28

Company Name VF Anderson Builders

Total Base Bid for 1 & 2 Project Number: 24-361-201

\$ 2,031,660 ⁸⁶

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

(\$ two million thirty one thousand six hundred sixty dollars and) eighty six cents

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

Alternate Base Bid

\$ 86,445 ²⁸

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

(\$ Eighty six thousand four hundred forty five dollars and) twenty eight cents

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

***REVISED* BID PROPOSAL FORM E - RFP 24-361-201**
CONTINUED

Company Name VF Builders

By [Signature]
Authorized Person's Signature
Vince Freeman President
Print or type name and title of signer

Company Address 19209 East
231st Street Harrisonville
Missouri 64701

Phone 816-935-9852

Fax 816-817-2947

Email vfbuilder@yahoo.com

Date 8/22/29

ADDENDA

Bidder acknowledges receipt of the following addendum:

Addendum No. 1

Addendum No. _____

Addendum No. _____

Addendum No. _____

Addendum No. _____

Addendum No. _____

LATE BIDS CANNOT BE ACCEPTED!



E-VERIFY IS A SERVICE OF DHS

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



Company ID Number: 182707

Information Required for the E-Verify Program

Information relating to your Company:

Company Name: VF Anderson Builders

Company Facility Address: 12545 Olive Blvd.

Ste. 272

Saint Louis, MO 63141

Company Alternate
Address:

County or Parish: SAINT LOUIS

Employer Identification
Number: 201218715

North American Industry
Classification Systems
Code: 238

Parent Company: _____

Number of Employees: 10 to 19

Number of Sites Verified
for: 1

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

- MISSOURI 1 site(s)



Company ID Number: 182707

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name: **Tim S Anderson**
Telephone Number: **(314) 267 - 4420**
E-mail Address: **legacywalls@yahoo.com**

Fax Number: **(314) 872 - 8922**



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: 9/23/2024
SUBMITTED BY: Trent Salsbury DEPARTMENT: Engineering
ITEM CATEGORY: Ordinance

TITLE / ISSUE / REQUEST

Award of Contract - Sidewalk Replacement Project

STRATEGIC PLAN GOAL / STRATEGY

2.2.2 Create & maintain a well connected transportation network

FINANCIAL IMPACT

Award To: INCO-USA, LLC
Amount of Request/Contract: \$200,554.07
Amount Budgeted: \$330,000.00
Funding Source/Account: Transportation Fund(36)

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
10/14/2024	12/27/2024

STAFF RECOMMENDATION:

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Bill 3917
2. Map
3. Contract

BACKGROUND / JUSTIFICATION

The Sidewalk Replacement Project will include work in the neighborhoods as shown on the attached map.

Bids were received for the Sidewalk Replacement Project on August 29, 2024 as follows:

INCO-USA	\$200,554.07
Byrne & Jones	\$209,927.60
All Pro Asphalt	\$217,684.00
Terry Snelling Construction	\$248,500.00

INCO-USA is the lowest and best bidder. Staff recommends the contract for the Sidewalk Replacement Project to be awarded to INCO-USA in the amount of \$200,554.07.

BILL 3917

ORDINANCE

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH INCO-USA LLC FOR THE SIDEWALK REPLACEMENT PROJECT, CITY PROJECT NUMBER 24-458-201, IN THE AMOUNT OF \$200,554.07 AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS."

WHEREAS, the Sidewalk Replacement Project was included in the 2023 Capital Budget; and,

WHEREAS, bids for this project were received on August 29, 2024; and,

WHEREAS, INCO-USA has been determined to be the lowest and best bidder.

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

Section 1. The City Manager is directed to enter into a contract in the amount of \$200,554.07 with INCO-USA for the Sidewalk Replacement 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 23RD DAY OF SEPTEMBER, 2024.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 14TH DAY OF OCTOBER, 2024, BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Baker
Councilmember Barber
Councilmember Burke III
Councilmember Circo
Councilmember Engert
Councilmember Holman
Councilmember Mills

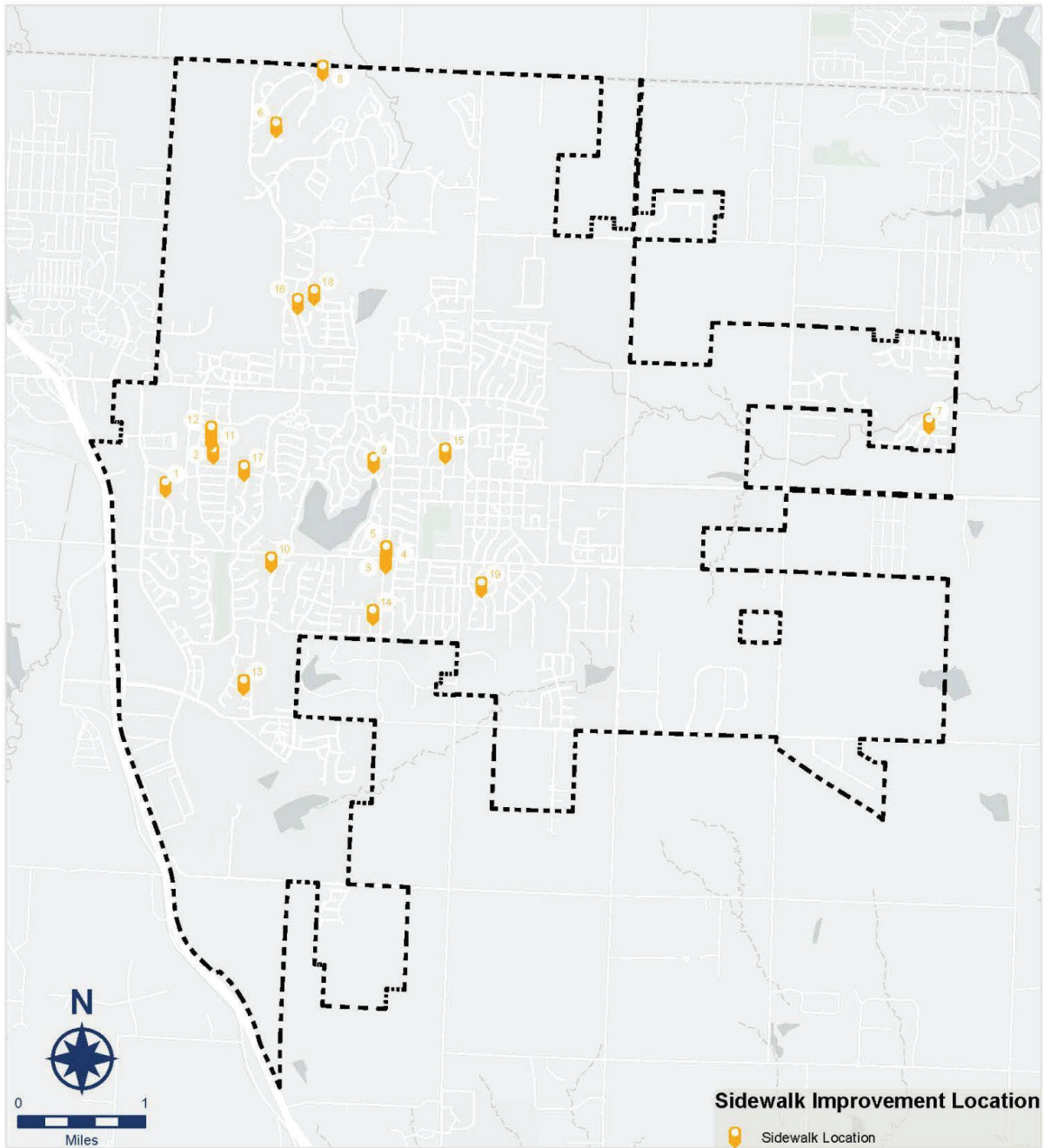
ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature



Sidewalk Improvement
public works



CITY OF RAYMORE
CONTRACT FOR SERVICES

Sidewalk Replacement Project

This Contract for the Sidewalk Replacement Project, hereafter referred to as the **Contract** is made this 14th day of October, 2024, between INCO-USA LLC, an entity organized and existing under the laws of the State of Kansas, with its principal office located at 1205 Ott Street, Olathe, Kansas 66061, 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 October 14, 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 24-458-201 and the General Terms and Conditions in Appendix B, commonly referred to as Contract Terms and Conditions and according to Contract Agreement set forth here. Contractor agrees to provide all labor, materials, tools, permits, and/or professional services and perform the contracted work in accordance with all specifications, terms and conditions as set forth within the proposal documents, including bonding, insurance, prevailing wage requirements, and termination clauses as needed or required. The work as

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

ARTICLE II TIME OF COMMENCEMENT AND COMPLETION

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

ARTICLE III CONTRACT SUM AND PAYMENT

The Contractor agrees to perform all work described in the Contract Documents in the amount of \$200,554.07.

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

The City Manager has the authority for change orders.

ARTICLE IV CONTRACT PAYMENTS

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

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

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

Payment shall be made upon receipt of invoices presented in duplicate as outlined in Appendix B. For any payment of \$100,000.00 or greater, the City of Raymore will not issue payment by check and shall utilize a wire payment process. A wire transfer form will be provided to you as needed.

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

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

ARTICLE V INSURANCE REQUIREMENTS

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

ARTICLE VI DAMAGES/DELAYS/DEFECTS

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

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

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

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

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

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

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

ARTICLE VII RESPONSIBILITIES

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

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

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

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

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

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

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

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

Contract is subject to the State of Missouri Prevailing Wage Laws (Cass County Annual Wage 31) 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

(CITY SEAL)

INCO-USA, LLC

By: _____

Title: _____

Attest: _____

(SEAL)

APPENDIX A
SCOPE OF SERVICES AND SPECIAL PROVISIONS

Sidewalk Replacement Project

ANTICIPATED SCOPE OF SERVICES:

- The Sidewalk Replacement Project primarily includes removal and replacement of existing sidewalk and Replacing/Installing ADA Ramps.

1. SPECIFICATIONS WHICH APPLY

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

2. PROJECT AWARD

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

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

3. PROJECT COMPLETION AND SCHEDULE

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

4. ENGINEER

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

5. GENERAL CONDITIONS

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

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

6. SPECIAL CONDITIONS

- *Mobilization, Bonds and Insurance:* The unit price named in the bid shall be for the Lump Sum (LS) of the mobilization, bonds and insurance. Please see Appendix B General Terms and Conditions for additional information.
- *Sidewalk Removal:* The unit price named in the bid shall be for the Square Foot (SF) of existing sidewalk removed to install the proposed **4" thick** concrete sidewalk. The unit price named in the bid shall cover all costs in connection therewith, including cutting, tree branch trimming and disposal, removal of existing material, disposal of material and site preparation. Contractor shall repair at no additional cost any items damaged during construction including but not limited to sprinkler systems.
- *Sidewalk Replacement:* The unit price named in the bid shall be for the Square Foot (SF) of **4" thick** concrete sidewalk installed. The unit price named in the bid shall cover all costs in connection therewith, including cutting, expansion joint material, placement of AB-3 subgrade leveling course as required, installation of new **4" thick** concrete and protection of the new concrete during the curing process. **Concrete shall be an approved KCM MB 4K mixture.** The concrete shall NOT be reinforced with rebar. Contractor shall repair at no additional cost any items damaged during construction including but not limited to sprinkler systems. One set of concrete compressive

strength cylinders shall be made each week the sidewalk is installed. Four cylinders per test site will be required. Testing & restoration shall be subsidiary to this bid item.

- *New Sidewalk Installation:* The unit price named in the bid shall be for the Square Foot (SF) of **4" thick** concrete sidewalk installed. The unit price named in the bid shall cover all costs in connection therewith, including cutting, expansion joint material, placement of AB-3 subgrade leveling course as required, installation of new **4" thick** concrete and protection of the new concrete during the curing process. **Concrete shall be an approved KCMMB 4K mixture.** The concrete shall NOT be reinforced with rebar. Contractor shall repair at no additional cost any items damaged during construction including but not limited to sprinkler systems. One set of concrete compressive strength cylinders shall be made each week the sidewalk is installed. Four cylinders per test site will be required. Testing & restoration shall be subsidiary to this bid item. This line item includes the removal of existing material to install new sidewalks on both sides of Hampton Drive.
- *6" Base Rock, Installed:* 6" Base Rock installed shall be paid at the unit bid price per square foot. The unit bid price shall include all labor, equipment and materials required to construct 6" thick mat of compacted Type 5 aggregate base rock. Any additional excavation required to install the base rock shall be considered subsidiary to this line item. Material shall be in accordance with MoDOT Standard Specifications Section 1004 and installation shall be in accordance with MoDOT Standard Specifications Section 310.
- *ADA Ramp:* The unit price named in the bid shall be for Each ADA Ramp installed. The unit price named in the bid shall cover all costs in connection therewith, including traffic control devices cutting, removal of existing material, disposal of material, doweling into existing concrete, truncated dome pad (more than one pad may be required at no additional cost), installation of new ADA Ramp and protection of the new ramp during the curing process. The ADA Ramps include the transition, ramp, landing and up to 15 LF of curb as required. **Concrete used in the ADA Ramp shall be an approved KCMMB 4K mixture.** Site restoration is subsidiary to the ADA ramp bid item. The site shall be restored to equivalent or better condition. Contractor shall repair at no additional cost any items damaged during construction including but not limited to sprinkler systems. **The ADA ramp shall be 6" thick concrete without reinforcement bar. If a diagonal ramp is selected for replacement a directional ramp may be used, this may require repositioning the ramp location. See the attached ramp detail sheet for additional information.**

- *Pre-Construction Photos:* The unit price named in the bid shall be for the lump sum cost to take pre-construction photos. The pre-construction photos are required at each location where work will occur. The photos will be the property of the City and will need to be submitted prior to material removal.
- *Site Restoration/Hydroseeding:* This shall be considered subsidiary to the installation of the project. The site shall be restored to pre-construction quality. Hydroseeding shall be performed in conformance with KC APWA section 2404. A 4" deep layer of topsoil shall be considered subsidiary to all areas requiring soil as part of the site restoration. 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 a suitable seedbed. **Regardless of what season of the year the project is awarded, acceptance of this project and release of final payment will not occur until vegetation is established.**
- *Working Hours:* No work shall start before 7:00 A.M. including maintenance of equipment. ALL streets will be open to traffic no later than 4:00 p.m. unless expressly authorized in writing by the City Engineer. The City Engineer shall approve all work to be performed on Saturday, Sunday and on any holidays. All requests for doing such work shall be given 48 hours in advance.
- *Traffic Control and Traffic Routing:* Construction operations shall be coordinated to result in the least practicable delay to traffic. Flagmen are required for all one way traffic operations. In the case where the flagmen with signing paddles are in excess of 300 feet or out of visual contact, two-way radios will be required for traffic control. Prior to construction, the contractor must submit to the city a Traffic Control Plan meeting the requirements of the Manual on Uniform Traffic Control Devices.
- *Signing:* The Contractor will furnish adequate signs, barricades, warning lights and all other equipment necessary in accordance with the Manual on Uniform Traffic Control Devices, to direct and re-route traffic and will furnish flagmen and other personnel necessary to provide the required traffic control in accordance with the approved schedule of operations.

- *Construction Schedule:* After being awarded the contract, the Contractor shall immediately prepare and submit for approval by the City, a construction schedule that will insure completion of the project within the contract time. The schedule shall be submitted to the Engineer within ten (10) calendar days after issuance of the notice of award. The Contractor will notify the City immediately of any significant changes in the submitted schedule of work.
- *Weather Limitations:* The contractor shall follow the Mid-West Concrete Industry Board, Inc (M CIB) Sections 10 and 11 for cold or hot weather concrete. With the following exception: concrete shall not be placed when temperatures are below 34 °F.

7. ADDITIONAL REQUIREMENTS

- *Notification:* Contractor shall place door hangers on the doors of affected property owners 48 hours in advance of the removal operations. City will provide door hangers.
- *Tax Exempt:* This is a Tax Exempt Project
- *Utilities:* Regardless of what utilities are shown in the bidding documents and utility locations listed, the bidder shall contact each area utility to determine the presence and location of the utility lines. The bidder shall determine and shall assume the risk as to whether utilities that are to be relocated by the utility company have in fact been relocated and if not, when the utility company anticipates the relocation shall be completed. The bidder shall independently determine the reliability of the information received from the utility companies and shall make the determination as to the sequence and timing of utility relocations in determining a bid.

8. PROTECTION OF PUBLIC & PRIVATE PROPERTY

- *Missouri One Call:* Before starting work, the Contractor shall notify all utilities involved, and shall request them for cooperation in locating lines in advance of the work. The Contractor shall make reasonable effort to avoid breaking utility lines. The utility shall be notified immediately should a break occur in a line during construction under this contract. Any lines so broken by the contractor shall be repaired according to the utility company's standards at the expense of the Contractor.

- *Pavement Protection:* Wherever the work is along existing pavement, which is to be retained, traction equipment with lugs will not be permitted. The Contractor shall use utmost care not to damage or destroy any existing pavement. Any pavement damaged or destroyed due to the operations of the Contractor, which is not within the contract limits shall be replaced.
- *Damages:* The Contractor will exercise care to prevent damage to existing roadways, highways, ditches, shoulders, structures, trees, and underground utilities adjacent to the construction site. The Contractor shall be held responsible for all damage to roads, highways, shoulders, ditches, bridges, culverts, trees, and other property, caused by him or his subcontractors in transporting materials to or from the site of work, regardless of location of such damage, and shall pay for or replace such damaged property to the satisfaction of the Owner of such property.

9. MEASUREMENT AND PAYMENT

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

10. ADDITIONAL BIDDING INFORMATION

<u>Location</u>	<u>LF of removal and replace</u>	<u>Notes</u>
403 Meadowlark Drive	15'	4' sidewalk
1612 Stasi Ave	10'	4' sidewalk
611 S Sunset	45'	4' sidewalk
609 S Sunset	40'	4' sidewalk

601 S Sunset	50'	4' sidewalk
1503 Cross Creek Dr	0'	2ADA Ramps 4' Sidewalk
1551 Brompton Lane	8'	4' sidewalk
Alexander Creek Drive	610'	4' sidewalk
1508 Hodges Lane	100'	4' sidewalk
N Lakeshore / Silver Lake Circle	25'	4' sidewalk
610 Cedar Ridge Drive	20'	4' sidewalk
1701 Robert Dr	70'	4' sidewalk
1701 Cooper Drive	15'	4' sidewalk
1514 Spur Ridge	0'	1 ADA Ramp 4' sidewalk
813 Coventry Lane	100'	4' sidewalk
203 N Woodson Dr	15'	4' sidewalk
1229 Wiltshire Blvd	10'	4' sidewalk
304 Eagle Glen Dr	30'	4' sidewalk
Hampton Drive	675'	New 4' Sidewalk, 5' wide passing area required at 200 LF increments.
Shadowood Neighborhood Sidewalk	2000'	This sidewalk will be installed in the Shadowood neighborhood. 6" of base rock will be required under all sections. The extents of each section will be identified in the field. 4' Sidewalk. Possible ADA Ramps.

11. ADDITIONAL INFORMATION

11.1 Project is tax exempt.

CITY OF RAYMORE, MISSOURI
RFP # 24-458-201

Appendix B
General Terms and Conditions

A. Procedures

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

B. Contract Period

Award of this contract is anticipated prior to the end of October, 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 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 31 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. For any payment of \$100,000.00 or greater, the City of Raymore will not issue payment by check and shall utilize a wire payment process. A wire transfer form will be provided to you as needed.

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 31). The Contractor shall include the provisions of this clause in all subcontracts for work to be performed by subcontractors under this contract so that provisions of this clause are binding upon subcontractors.

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

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

Q. *Permits/Certificates*

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

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

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

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

R. *Mobilization, Bonds and Insurance*

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

Payment shall be made on the following schedule.

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

S. *Bid Bond*

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

T. *Performance Bond*

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

Contractor. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable bond to the City.

U. Payment Bond

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

V. Maintenance Bond

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

W. Rejection of Bids

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

X. Release of Information

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

Y. American Products

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

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

Z. Affidavit of Work Authorization and Documentation

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

* submitting the attached AFFIDAVIT OF WORK AUTHORIZATION and

* providing documentation affirming the bidder's enrollment and

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

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

PROPOSAL FORM A

RFP 24-458-201

PROPOSAL VALIDITY AND COMMITMENT TO SIGN AGREEMENTS

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

FIRM NAME: INCO USA LLC

ADDRESS: 1205 Ott Street
Street

ADDRESS: Olathe Kansas 66061
City State Zip

PHONE: 913-250-8776

E-MAIL: HTabora@inco-usa.net

DATE: 08-29-2024  / Partner
(Month-Day-Year) Signature of Officer/Title

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

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

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

PROPOSAL FORM B

RFP 24-458-201

CONTRACTOR DISCLOSURES

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

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

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

Legal Matters

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

_____ Yes X No If yes, provide details in an attachment.

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

_____ Yes X No If yes, provide details in an attachment.

Required Representations

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

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

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

PROPOSAL FORM C

RFP 24-458-201

EXPERIENCE / REFERENCES

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

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

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

COMPANY NAME	City Of Salina
ADDRESS	300 W Ash St, Salina, KS 67401
CONTACT PERSON	Melissa Fowler
CONTACT EMAIL	melissa.fowler@salina.org
TELEPHONE NUMBER	785-309-5725
PROJECT, AMOUNT AND DATE COMPLETED	Sidewalk Repair No. 23024, \$36,772.90, 09-09-20223

COMPANY NAME	City of Salina
ADDRESS	300 W Ash St, Salina, KS 67401
CONTACT PERSON	Melissa Fowler
CONTACT EMAIL	melissa.fowler@salina.org
TELEPHONE NUMBER	785-309-5725
PROJECT, AMOUNT AND DATE COMPLETED	2024 Sidewalks, \$168,932.64, In progress

COMPANY NAME	City of Liberty
ADDRESS	101 E Kansas Street, Liberty, MO 64068
CONTACT PERSON	Joshua Martinez
CONTACT EMAIL	jmartinez@libertymo.gov
TELEPHONE NUMBER	816-439-4502
PROJECT, AMOUNT AND DATE COMPLETED	2024 Concrete Flatwork Replacement No. 24-003, \$68,294.40, In progress

COMPANY NAME	City of Gardner
ADDRESS	120 E Main St, Gardner, KS 66030
CONTACT PERSON	John Trickett
CONTACT EMAIL	jtrickett@gardnerkansas.gov
TELEPHONE NUMBER	913-856-0920
PROJECT, AMOUNT AND DATE COMPLETED	Project # PW6009, Santa Fe sidewalk, \$74,683.92, In progress

COMPANY NAME	Jeremy Snider
ADDRESS	9221 W 113th St, Overland Park, KS 66210
CONTACT PERSON	Jeremy Snider
CONTACT EMAIL	jeremy@sellwithsnider.com
TELEPHONE NUMBER	913-244-4424
PROJECT, AMOUNT AND DATE COMPLETED	Driveway Replacement, \$11,400.05, 12-15-2023

State the number of Years in Business: 6 Years

State the current number of personnel on staff: 5

PROPOSAL FORM D

RFP 24-458-201

Proposal of INCO USA LLC, organized and
(Company Name)
existing under the laws of the State of Kansas & Missouri, doing business
as INCO USA LLC (*) Partnership

To the City of Raymore, Missouri: In compliance with your Request for Proposal, Bidder hereby proposed and agrees to furnish all labor, tools, materials and supplies to successfully complete all requirements defined in City Project No. 24-458-201 – Sidewalk Replacement Project.

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

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

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

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

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

BID PROPOSAL FORM E – Project No. 24-458-201**Sidewalk Replacement Project****Base Bid**

Base Bid Items	Units	Estimated Quantities	\$/Units	Total
Mobilization	LS	1	\$ 1,195.32	\$ 1,195.32
Sidewalk removal	SF	12,620	\$ 1.62	\$ 20,444.40
Sidewalk Replacement	SF	12,620	\$ 7.81	\$ 98,562.20
New Sidewalk installation (4')	SF	2,700	\$ 11.34	\$ 30,618.00
6" Base rock, Installed	SF	8,000	\$ 4.63	\$ 37,040.00
ADA ramp, removal and replacement	EA	7	\$ 1,728.07	\$ 12,096.49
Pre-Construction Photos	LS	1	\$ 597.66	\$ 597.66
TOTAL BASE BID				\$ 200,554.07

Company Name INCO USA LLC

Total Base Bid for Project Number: 24-458-201

\$ 200,554.07

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

(\$Two Hundred Thousand Five Hundred Fifty Four Dollars with 07/100)

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

**BID PROPOSAL FORM E – RFP 24-458-201
CONTINUED**

Company Name INCO USA LLC

By 

Authorized Person's Signature

Hector Tabora / Partner

Print or type name and title of signer

Company Address _____

1205 Ott Street, Olathe Kansas 66061

Phone 913-250-8776

Fax N/A

Email HTabora@inco-usa.net

Date 08-29-2024

ADDENDA

Bidder acknowledges receipt of the following addendum:

Addendum No. 1

Addendum No. _____

Addendum No. _____

Addendum No. _____

Addendum No. _____

Addendum No. _____

LATE BIDS CANNOT BE ACCEPTED!

CITY OF RAYMORE

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



ADDENDUM NO. 1

Sidewalk Replacement Project
Project #24-458-201

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

Addendum No. 1 - Questions

1. Question: How are the ADA Ramps paid? Do type A-1 ramps get paid as quantity of 2?

Response: Type A ramps will be paid as a quantity of **1**. Type A-1 ramps will be paid as quantity of **2**

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 August 23, 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: INCO USA LLC

By: Hector Tabora

Title: Partner

Address: 1205 Ott Street

City, State, Zip: Olathe, Kansas, 66061

Date: 08-29-2024 Phone: 913-250-8776

Signature of Bidder: 

ADDENDUM MUST BE SUBMITTED WITH BID

E - VERIFY AFFIDAVIT

(As required by Section 285.530,RSMo)

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

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

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

KNOWINGLY: A person acts knowingly or with knowledge,

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

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

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

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

Name/Contractor: Hector Tabora

Company: INCO USA LLC

Address: 1205 Ott Street, Olathe, Kansas 66061

- 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 # 24-458-201.
- 3 Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.

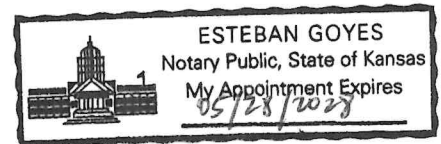
- 4 Attached hereto is documentation affirming Contractor's enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

INCO USA LLC
Company Name


Signature

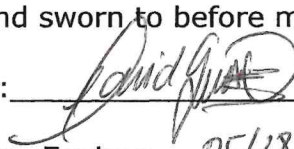
Name: Hector Tabora

Title: Partner



STATE OF KANSAS COUNTY OF JOHNSON

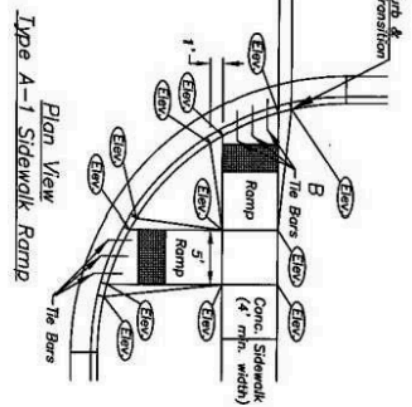
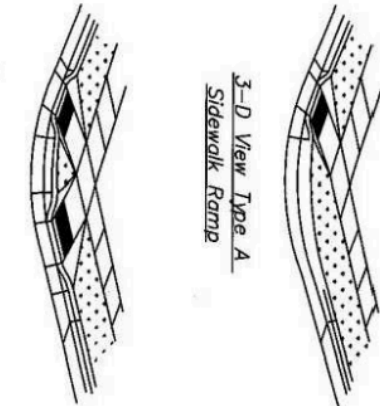
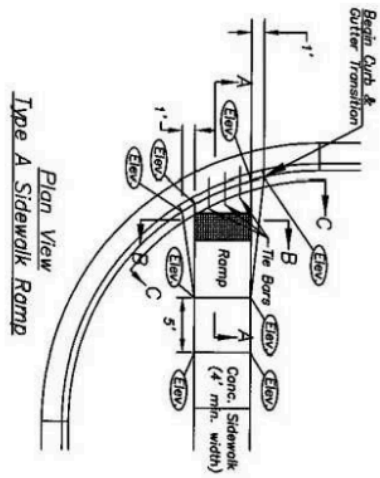
Subscribed and sworn to before me this 29th day of AUGUST, 2024.

Notary Public: 

My Commission Expires: 05/28/2028 Commission # 1220555

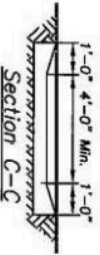
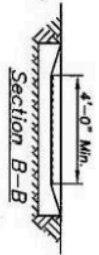
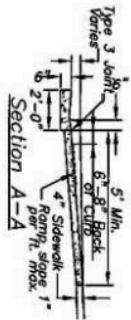
PLEASE NOTE: Acceptable enrollment and participation documentation consists of the following 2 pages of the E-Verify Memorandum of Understanding:

- 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.



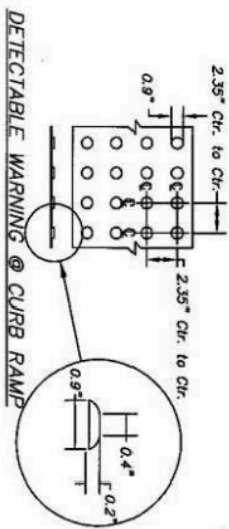
NOTES

1. Sidewalk ramp location determined from the intersection of the extension of back of sidewalk and back of curb and gutter.
 2. Plan drawings shall include a table of elevations for of points labelled as (ELEV).
 3. Key all construction joints or use the bars #4 epoxy coated @ 12" o.c.
 4. Longitudinal joint spacing to match width of sidewalk.
 5. Isolation joints shall be placed where walk abuts driveways and similar structures, and 250' centers max.
 6. Sidewalk Ramp shall be lengthened to provide ADA compliance slope but need not exceed 15'.
 7. ADA maximum ramp slope = 1"/ft.
 8. ADA maximum cross slope = 2%.
8. Detectable warnings to comply with ADA requirements. ArmatureCast panels or approved equal, brick pavers are not acceptable.

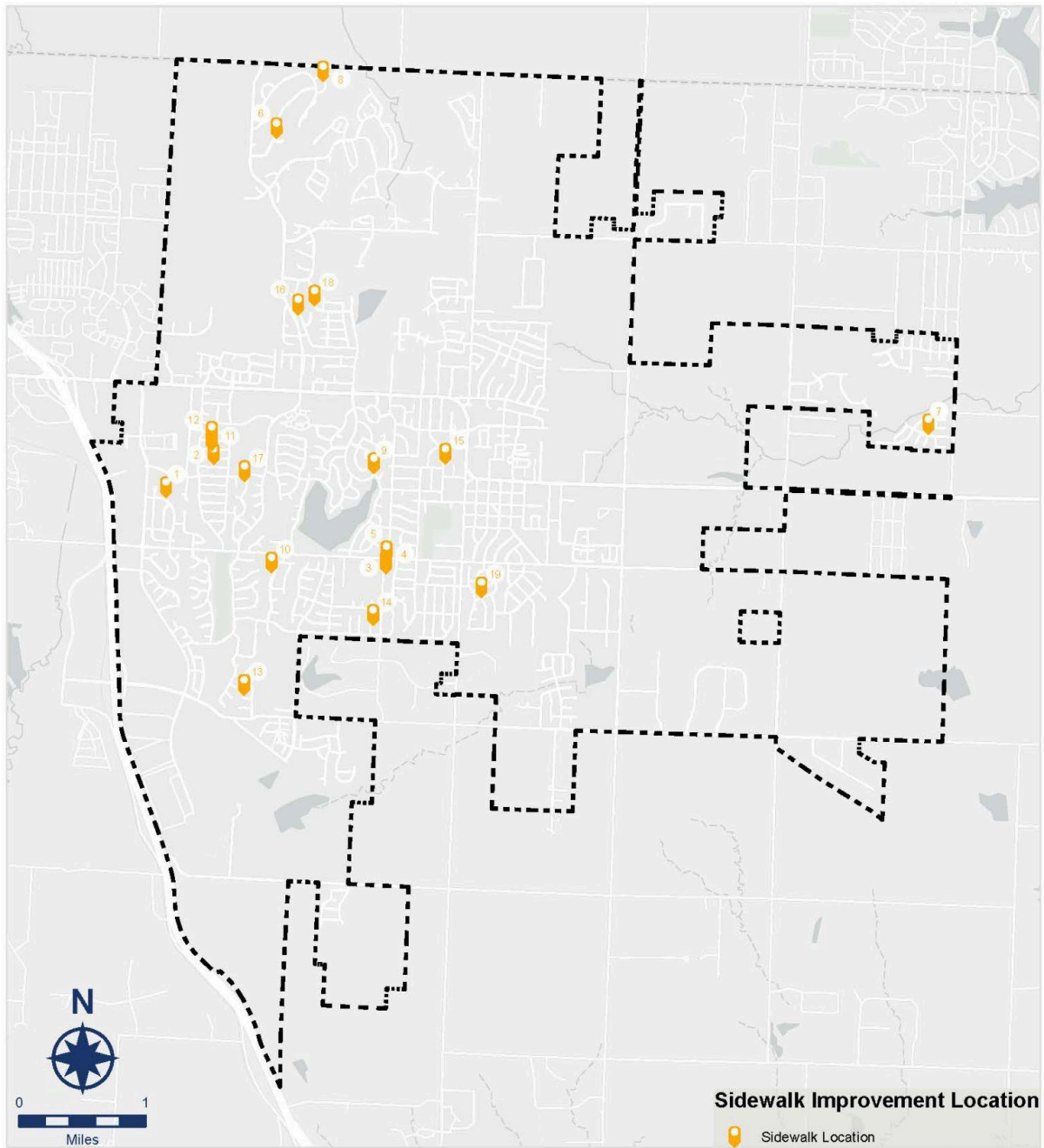


Note: Curb may vary with the type of curb required.

** Contractor shall transition Curb and Gutter to Match Proposed Sidewalk Using Stringline, Straight Edge, etc. Projected from the R/W line. (Typical both sides).



Engineering Department City of Raymore 100 Marshall Circle Raymore, MO 64083 816-331-1502 Fax 816-331-4087			
DESIGNED	DATE	SIZE	FROM NO.
APPROVED	DATE	SIZE	FROM NO.
CITY OF RAYMORE			
TYPE A AND A-1 HANDICAPPED ACCESS RAMPS			
St-5			
SHEET 1 OF 1			



Sidewalk Improvement
public works

Public Works
100 Municipal Cir
Raymore, MO
64083

PH: 816-331-1852

7/29/2024



2024 Sidewalk Improvement Bidding Information

<u>ID</u>	<u>Location</u>	<u>LF</u>	<u>Notes</u>
1	403 Meadowlark Dr	15'	4' sidewalk
2	1612 Stasi Ave	10'	4' sidewalk
3	611 S Sunset Ln	45'	4' sidewalk
4	609 S Sunset Ln	40'	4' sidewalk
5	601 S Sunset Ln	50'	4' sidewalk
6	1503 Cross Creek Dr	0'	2 ADA Ramps, 4' Sidewalk
7	Alexander Creek Dr	610'	Base Rock? 4' Sidewalk
8	1508 Hodges Ln	100'	4' Sidewalk
9	N Lakeshore Dr / Silver Lake Cir	25'	4' Sidewalk
10	610 Cedar Ridge Dr	20'	4' Sidewalk
11	1701 Roberta Dr	70'	4' Sidewalk
12	1701 Cooper Dr	15'	4' Sidewalk
13	1514 Spur Ridge Cir	0'	1 ADA Ramp, 4' Sidewalk
14	813 Coventry Ln	100'	4' Sidewalk
15	203 N Woodson Dr	15'	4' Sidewalk
16	1229 Wiltshire Blvd	10'	4' Sidewalk
17	304 Eagle Glen Dr	30'	4' Sidewalk
18	Hampton Dr	675'	New 4' Sidewalk
19	Shadowood Neighborhood Sidewalk	2000'	6" of base rock will be required under all sections. The extents of each section will be identified in the field. 4' sidewalk, possible ADA Ramps.

Page 1 of 1



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: 9/23/2024
SUBMITTED BY: Nathan Musteen DEPARTMENT: Parks and Recreation
ITEM CATEGORY: Ordinance

TITLE / ISSUE / REQUEST

Award of Contract - Memorial Park Bridges

STRATEGIC PLAN GOAL / STRATEGY

Goal 2.2.3 Value and protect natural resources and green spaces

FINANCIAL IMPACT

Award To: Terry Snelling Construction
Amount of Request/Contract: \$230,000.00
Amount Budgeted: \$2,682,072.00
Funding Source/Account: 2024 Special Obligation Bond

PROJECT TIMELINE

Estimated Start Date
10/8/2024

Estimated End Date
4/6/2025

STAFF RECOMMENDATION:

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission: Park Board
Date: 09/10/2024
Action/Vote: Approval, 5-0

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Bill 3915
2. Contract

BACKGROUND / JUSTIFICATION

This project involves the replacement of three walking bridges along the Arboretum Trail at Memorial Park. The wooden pedestrian bridges were built in the 1990s and will be removed and replaced with a boardwalk style bridge similar to the boardwalk at

Centerview. The bridge replacements are part of the 2023 Trail Repair project.

Two bids were received on August 28, 2024:

Terry Snelling Construction	\$230,000
Mega KC Corp	\$319,300

Staff is recommending award of contract to Terry Snelling Construction in the amount of \$230,000.

BILL 3915

ORDINANCE

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH TERRY SNELLING CONSTRUCTION, INC. FOR THE MEMORIAL PARK BRIDGES PROJECT, CITY PROJECT NUMBER 24-449-202, IN THE AMOUNT OF \$230,000 AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS."

WHEREAS, the Memorial Park Bridges project was included in the 2024 Special Obligation Bond; and,

WHEREAS, bids for this project were received on August 28, 2024; and,

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

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

Section 1. The City Manager is directed to enter into a contract in the amount of \$230,000 with Terry Snelling Construction, Inc. for the Memorial Park Bridges 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 23RD DAY OF SEPTEMBER, 2024.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 14TH DAY OF OCTOBER, 2024, BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Baker
Councilmember Barber
Councilmember Burke III
Councilmember Circo
Councilmember Engert
Councilmember Holman
Councilmember Mills

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature



CITY OF RAYMORE
CONTRACT FOR SERVICES

Memorial Park Bridges

This Contract for the Memorial Park Bridges project, hereafter referred to as the **Contract** is made this 7th day of October, 2024, between Terry Snelling Construction Inc, an entity organized and existing under the laws of the State of Missouri, with its principal office located at 20004 E Yocum Rd, Independence, MO 64058, hereafter referred to as the **Contractor**, and The City of Raymore, Missouri, a Charter City organized and existing under the laws of the State of Missouri, with its principal office located at 100 Municipal Circle, Raymore, Missouri, hereafter referred to as the **City**.

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

This contract is effective as of October 7, 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 24-449-202 and the General Terms and Conditions in Appendix B, commonly referred to as Contract Terms and Conditions and according to Contract Agreement set forth here. Contractor agrees to provide all labor, materials, tools, permits, and/or professional services and perform the contracted work in accordance with all specifications, terms and conditions as set forth within the proposal documents, including bonding, insurance, prevailing wage requirements, and termination clauses as needed or required. The work as specified in Appendix A may commence upon the signing of this contract and scheduling and approval of the City.

ARTICLE II TIME OF COMMENCEMENT AND COMPLETION

The work shall take a maximum of **180** 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 \$230,000.

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

The City Manager has the authority for change orders.

ARTICLE IV CONTRACT PAYMENTS

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

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

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

Payment shall be made upon receipt of invoices presented in duplicate as outlined in Appendix B. For any payment of \$100,000.00 or greater, the City of Raymore will

not issue payment by check and shall utilize a wire payment process. A wire transfer form will be provided to you as needed.

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

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

ARTICLE V INSURANCE REQUIREMENTS

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

ARTICLE VI DAMAGES/DELAYS/DEFECTS

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

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

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

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

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

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

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

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

ARTICLE VII RESPONSIBILITIES

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

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

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

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

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

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

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

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

Contract is subject to the State of Missouri Prevailing Wage Laws (Cass County Annual Wage 31) 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

(CITY SEAL)

TERRY SNELLING CONSTRUCTION, INC.

By: _____

Title: _____

Attest: _____

(SEAL)

APPENDIX A
SCOPE OF SERVICES AND SPECIAL PROVISIONS

Memorial Park Bridges

ANTICIPATED SCOPE OF SERVICES:

This project consists of:

- Removal and disposal of three existing, wooden foot bridges in Memorial Park.
- Installation of 3 bridges of 10' wide, elevated boardwalk with railing along both sides, manufactured by Wickcraft, Modular Trail Structures or approved equal. Bridge lengths are 44', 60' and 44'. Decking is to be pressure-treated, yellow pine, kiln dried after treatment.
- Reinforced concrete abutments as per plan at each end of the bridges.
- Bridges are to be supported on concrete piers and pan footings as per plan details. Piers are to project the minimum amount above grade while meeting the maximum leg length as per the boardwalk manufacturer.
- Restoration by hydroseed

1. SPECIFICATIONS WHICH APPLY

The performance of the work, the materials required, the basis of measurement and the basis for payment for the various portions of the work shall be in accordance with the appropriate sections of the Kansas City Metropolitan Chapter of the American Public Works Association "Standard Specifications and Design Criteria" current edition, except as modified or added to by these Special Provisions, and the current contract document entitled "Standard Contract Documents and Technical Specifications & Design Criteria for Utility and Street Construction, City of Raymore, Missouri" October 2001 and all subsequent revisions.

2. PROJECT AWARD

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

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

3. PROJECT COMPLETION AND SCHEDULE

Following are the completion dates for various portions of the contract. These completion dates shall be strictly adhered to.

General Conditions, Section 17.02 of the "Standard Contract Documents and Technical Specifications & Design Criteria for Utility and Street Construction, City of Raymore, Missouri" October 2001 shall be amended to include the following:

Contractor shall complete work within 180 calendar days of execution of the Notice to Proceed.

4. ENGINEER

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

5. GENERAL CONDITIONS

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

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

6. MEASUREMENT AND PAYMENT

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

A. Mobilization, Bonds, and Insurance: Mobilization, Bonds and Insurance will be considered a lump sum item for payment. This item shall be paid for as per the schedule in the General Conditions of the Raymore Specifications.

B. Grading, Clearing and Demolition: Grading, Clearing and Demolition shall be considered a lump sum item for payment. The lump sum shall cover all labor, equipment and materials required to prepare the site for the bridge construction. This includes, but is not limited to, removing and

disposing of the existing bridges, footings and abutments. Site is to be returned to pre-construction grades upon completion of the project.

- C. Surveying:** Surveying shall be considered a lump sum item for payment. The lump sum shall be considered to include all costs to establish controls to complete the project. Any re-staking is the responsibility of the contractor. Staking the location and elevation of the concrete piers is the responsibility of the contractor and subsidiary to this line item.
- D. 10' Wide Bridges:** 10' Wide Bridges shall be paid for at the unit bid price per linear foot. The unit bid price shall include all labor, equipment and materials required to install the bridges as per plan location and manufacturer's specifications. The unit bid price shall include all shipping charges and any other costs associated with completing the bridges.
- E. Abutments:** Abutments shall be paid for at the unit bid price per each. The unit bid price shall include all labor, equipment and materials required to construct as per plan detail. All concrete is to be KCMMB 4000 lb mix.
- F. Concrete Piers:** Concrete Piers will be paid for at the unit bid price per vertical foot of concrete pier. The unit bid price shall include all labor, equipment and materials required to install the concrete piers to the locations specified by the Wickcraft shop drawings and the plan elevation. All rebar and fasteners are considered subsidiary to this line item.
- G. 2 7/8" Piles:** 2 7/8" Piles will be paid for at the unit bid price per foot, the length being measure as from the top of the concrete pier to the top of the saddle cap insert. The unit price shall include all labor, equipment and materials to install piles extending from the piers to the saddle cap of the boardwalk. The pan foot is considered a subsidiary to this line item.
- H. Silt Fence:** Silt Fence shall be paid for at the unit bid price per linear foot. The unit bid price shall include all necessary labor, equipment and materials to install, maintain and remove silt fence as per shown on plan, in the SWPPP or as directed by the owner during the project. Inspection of the silt fence and documentation of the inspections will be considered subsidiary to this line item.
- I. Construction Entrances:** Construction Entrances. The unit bid price shall include all equipment, labor and materials to construct, maintain and remove gravel/rock construction entrances as per plans. Post removal, the area where the construction entrances was located will be restored to equal or better condition than prior to construction.
- J. Restoration:** Restoration shall be considered as a lump sum for payment. This lump sum price shall include all labor, equipment and materials to re-establish grass by hydromulch on any area disturbed by construction.

All grades are to be returned to pre-construction elevations with the exception of changes required for finished improvements.

7. Project is tax exempt.

CITY OF RAYMORE, MISSOURI
RFP # 24-449-202

Appendix B
General Terms and Conditions

A. Procedures

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

B. Contract Period

Award of this contract is anticipated prior to the end of October, 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 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 31 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. For any payment of \$100,000.00 or greater, the City of Raymore will not issue payment by check and shall utilize a wire payment process. A wire transfer form will be provided to you as needed.

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 31). The Contractor shall include the provisions of this clause in all subcontracts for work to be performed by subcontractors under this contract so that provisions of this clause are binding upon subcontractors.

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

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

Q. *Permits/Certificates*

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

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

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

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

R. *Mobilization, Bonds and Insurance*

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

Payment shall be made on the following schedule.

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

S. *Bid Bond*

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

T. *Performance Bond*

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

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

U. Payment Bond

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

V. Maintenance Bond

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

W. Rejection of Bids

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

X. Release of Information

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

Y. American Products

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

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

Z. Affidavit of Work Authorization and Documentation

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

* submitting the attached AFFIDAVIT OF WORK AUTHORIZATION and

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

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

PROPOSAL FORM A

RFP 24-449-202

PROPOSAL VALIDITY AND COMMITMENT TO SIGN AGREEMENTS

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

FIRM NAME: TERRY SNELLING CONSTRUCTION INC

ADDRESS: 20004 E Yocum Rd
Street

ADDRESS: Independence Mo. 64058
City State Zip

PHONE: 816-985-4507

E-MAIL: terry@terrysnellingconstruction.com

DATE: 08/28/2024
(Month-Day-Year)

Terry S. Snelling
Signature of Officer/Title
TERRY S. SNELLING Pres

DATE: 08/28/2024
(Month-Day-Year)

Kelly L. Snelling
Signature of Officer/Title
KELLY L SNELLING SEC.

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

☐ MBE (Minority Owned Enterprise)
☐ WBE (Women Owned Enterprise)
☒ Small Business

PROPOSAL FORM B
RFP 24-449-202

CONTRACTOR DISCLOSURES

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

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

Legal Matters

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

_____ Yes ☒ No If yes, provide details in an attachment.

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

_____ Yes ☒ No If yes, provide details in an attachment.

Required Representations

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

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

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

PROPOSAL FORM C
RFP 24-449-202

EXPERIENCE / REFERENCES

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

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

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

COMPANY NAME	<i>SEE ATTACHED</i>
ADDRESS	
CONTACT PERSON	
CONTACT EMAIL	
TELEPHONE NUMBER	
PROJECT, AMOUNT AND DATE COMPLETED	

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

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

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: 22

State the current number of personnel on staff: 26

Terry Snelling Construction Inc

20004 E. Yocum Road
Independence, Missouri 64058

816-985-4507

terry@terrysnellingconstruction.com

Fax Line 816-796-9888

Contract Amount	Type of work	Completed	Location	Name and Address
\$667,000.00	2021 Curb Repair Program City of Raymore, Mo psmith@raymore.com	11/21	Raymore, MO	City of Raymore, Mo Paschal Smith 816-308-7917
\$1,200,000.00	Superior/Bowen- Belton Streets jbelger@superiorbowen.com	12/21	Superior/Bowen	Tim Mulvany 816-918-0196
\$175,000.00	Excelsior Springs Streetscape dodonnell@metroasphalt.net	10/22	Excelsior Springs Mo.	Metro Asphalt Dan Odonnell 816-564-4134
\$403,000.00	2022 Sidewalk & Curb Repair City of Liberty Mo jmartinez@libertymo.gov	7/22	Liberty, MO	City of Liberty Mo Joshua Martinez 816-439-4502
\$580,000.00	Centerview Phase II Boardwalk City of Raymore, Mo srulo@raymore.com	11/22	Raymore, MO	City of Raymore, Mo Steve Rulo 816-810-6744
\$300,000.00	Hardy Ave Sidewalks City of Indep, Mo smoore@indepmo.org	11/22	Indep. Mo	City of Independence Shane Moore 816-591-0710
\$500,000.00	Vaile Sidewalks Phase 1 City of Indep, Mo smoore@indepmo.org	8/23	Indep. Mo	City of Independence Shane Moore 816-591-0710
\$467,000.00	Riverside Missouri Curb and Trail thoover@riversidemo.gov	3/23	Raymore, Mo	City of Riverside Mo Travis Hoover PE
\$580,000.00	2022 Curb Repair Program City of Raymore, Mo psmith@raymore.com	3/23	Raymore, MO	City of Raymore, Mo Paschal Smith 816-308-7917
\$845,087.00	2023 Curb Repair Program City of Raymore, Mo psmith@raymore.com	9/23	Raymore, MO	City of Raymore, Mo Paschal Smith 816-308-7917
\$227,000.00	Fike 7 Hwy Concrete Pavement Asphalt Wizards Parrish Love parrish@asphaltwizards.com	12/23	Blue Springs, Mo.	Asphalt wizards Parrish Love 816-215-3082
\$120,000.00	Parkville Special Road District Terry Swearngen Terryswearngen.psrd@gmail.com	12/23	Parkville, Mo	Special Road District Terry Swearngen 816-313-9201
\$300,000.00	2nd Ave. Improvements Justin Likes jlikes@trekdesigngroup.com	6/23	Greenwood MO	Trek Design Justin Likes 816-678-2214

PROPOSAL FORM D

RFP 24-449-202

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

To the City of Raymore, Missouri: In compliance with your Request for Proposal, Bidder hereby proposed and agrees to furnish all labor, tools, materials and supplies to successfully complete all requirements defined in City Project No. 24-449-202 - Memorial Park Bridges.

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

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

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

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

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

***REVISED* BID PROPOSAL FORM E – Project No. 24-449-202**

Memorial Park Bridges

Base Bid

Bid Items	Units	Estimated Quantities	\$/Units	Total
Mobilization, Bonds and Insurance - not to exceed 5%	LS	1	11,000 ⁰⁰	\$ 11,000 ⁰⁰
Grading, Clearing & Demo	LS	1	20,500 ⁰⁰	\$ 20,500 ⁰⁰
Surveying	LS	1	5000 ⁰⁰	\$ 5,000 ⁰⁰
10' Wide Bridge/Boardwalk	LF	148	853. ⁰⁰	\$ 126,244 ⁰⁰
10' wide, 4" thick sidewalk	SF	600	14. ⁰⁰	\$ 8400 ⁰⁰
Abutments	EA	6	5000 ⁰⁰	\$ 30,000 ⁰⁰
Concrete Piers	VF	48	350 ⁰⁰	\$ 16,800 ⁰⁰
2 7/8" Piles	VF	90	36. ⁰⁰	\$ 3,240 ⁰⁰
Silt Fence	LF	500	2. ⁰⁰	\$ 1,000. ⁰⁰
Construction Entrances	EA	2	1500 ⁰⁰	\$ 3,000 ⁰⁰
Restoration (Hydromulch)	LS	1	4816 ⁰⁰	\$ 4,816. ⁰⁰
				\$
TOTAL BASE BID				230,000⁰⁰

Company Name TERRY SNELLING CONSTRUCTION INC

Total Base Bid for Project Number: 24-449-202

\$ 230,000.⁰⁰

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

(\$ Two hundred thirty thousand dollars and ^{NO}/100)

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

***REVISED* BID PROPOSAL FORM E – RFP 24-449-202**
CONTINUED

Company Name TERRY SNELLING CONSTRUCTION INC

By 
Authorized Person's Signature

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

ADDENDA

Bidder acknowledges receipt of the following addendum:

Addendum No. 1

Addendum No. _____

Addendum No. _____

Addendum No. _____

Addendum No. _____

Addendum No. _____

Company Address 20004 E Yocum Rd
Independence, Mo 64058

Phone 816-985-4507

Fax 816-796-9888

Email terry@terrysnellingconstruction.com

Date Aug. 28, 2024

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

Memorial Park Bridges
Project #24-449-202

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, clarifications and new Proposal tab

1. Question: Will there be sidewalk as part of the contract?

Response: Yes, sidewalks will need to be constructed to connect the bridges to the newly constructed trail. There will be a line item for that in the revised bid tab accompanying this addendum.

2. Question: Are shop drawings required?

Response: Yes, shop drawings stamped by an engineer licensed in Missouri are required

3. Question: Are 2 7/8" piles required for all the footings?

Response: Pile diameter recommended by the manufacturer will be acceptable.

4. Clarification: Railings are required on both sides of the bridge. They should be 8 strand cable safety rails with a 2x8 top rail and a bottom toe/kick curb rail.

5. Question: The bridge total length in Bid Form # (146 LF) does not match the pay item description and the details page that total to (148 LF).

Response: This is corrected on the *Revised* proposal form.

6. Question: Details indicate that contractor is to include a portion of sidewalk at each abutment but no dimension or thickness is given and there is no pay item for sidewalk, please clarify what sidewalk is to be included at what thickness.

Response: Please see the revised bid tab.

7. Question: No detail is given for the "Pan Footings", please provide.

Response: Pan footings will be specified by the manufacturer. See attached plan page as an example.

8. Question: Abutments are only noted to have #4 rebar but no detail is given, example #4 @6" on-center each way

Response: #4 on 12" centers.

9. Question: Are there any concerns with wood decking being slick when wet on a 5% grade.

Response: No, we have similar slopes on the Centerview boardwalk.

10. Question: There was mention of some RIPRap during eh pre-bid, please clarify.

Response: No rip-rap in this contract.

11. Question: What is the desired Load Rating we would need to consider for "Or-Equal" concepts?

Response: Frames and decking must meet 100 psf load capacity.

12. Question: Please confirm desired Railing style, detail would be appreciated.

Response: See attached plan page as an example.

13. Clarification: Detail shows only the center 2 piles being on piers. Installing piers under every pile at 4; minimum would require an additional 64 VF of concrete pier. Please Clarify.

Response: The other piles can be set on pan footings.

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

Company Name: TERRY SNELLING CONSTRUCTION INC

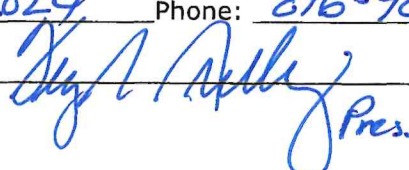
By: TERRY S. SNELLING

Title: President

Address: 20004 E Yocum Rd

City, State, Zip: Independence, Mo 64058

Date: 8/28/2024 Phone: 816-985-4507

Signature of Bidder:  Pres.

ADDENDUM MUST BE SUBMITTED WITH BID

E - VERIFY AFFIDAVIT

(As required by Section 285.530, RSMo)

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

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

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

KNOWINGLY: A person acts knowingly or with knowledge,

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

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

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

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

Name/Contractor: TERRY S. SNELLING

Company: TERRY SNELLING CONSTRUCTION INC

Address: 20004 E Yocum Rd. Independence Mo 64058

- 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 # 24-449-202.
- 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.

TERRY SNELLING CONSTRUCTION INC

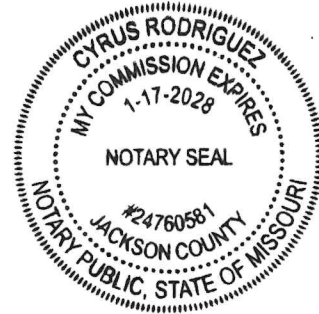
Company Name

Terry Snelling

Signature

Name: TERRY S. SNELLING

Title: President



STATE OF Missouri COUNTY OF Jackson

Subscribed and sworn to before me this 27th day of AUGUST, 2024.

Notary Public: C. Rodriguez

My Commission Expires: 01-17-28 Commission # 24760581

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.

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS) and Terry Snelling Construction (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), and the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).



Company ID Number: 201307

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 Terry Snelling Construction

Terry S Snelling

Name (Please Type or Print)

Title

Electronically Signed

Signature

03/26/2009

Date

Department of Homeland Security – Verification Division

USCIS Verification Division

Name (Please Type or Print)

Title

Electronically Signed

Signature

03/26/2009

Date



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: 10/14/2024
SUBMITTED BY: Elisa Williams DEPARTMENT: Finance
ITEM CATEGORY: Ordinance

TITLE / ISSUE / REQUEST

Adoption of the FY2025 City Budget (public hearing)

STRATEGIC PLAN GOAL / STRATEGY

4.3.2: Establish a strong connection between the budget and strategic plan

FINANCIAL IMPACT

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

PROJECT TIMELINE

Estimated Start Date
11/1/2024

Estimated End Date
10/31/2025

STAFF RECOMMENDATION:

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Bill 3918

BACKGROUND / JUSTIFICATION

The City Manager transmitted the proposed Fiscal Year 2025 Budget and Capital Improvement Program (CIP) to the City Council on Aug. 19, 2024. The Council had the opportunity to discuss the Fiscal Year 2025 Budget and CIP at each Council work session following the presentation.

Bill 3918 is presented as the City Manager's Proposed Budget.

BILL 3918**ORDINANCE****"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, APPROVING THE FISCAL YEAR 2025 BUDGET."****BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF RAYMORE, MISSOURI, AS FOLLOWS:**

Section 1. The annual budget of the City of Raymore, Missouri, for the Fiscal Year beginning on November 1, 2024, and ending October 31, 2025, is hereby approved, adopted and appropriated by fund and the maximum amounts to be expended are as follows:

FY 2024-2025

General Fund (01)	
Administration	1,645,464
Information Technology	984,016
Economic Development	190,494
Development Services	962,879
Engineering	547,878
Streets	964,269
Buildings & Grounds	412,154
Stormwater	381,419
Municipal Court	203,204
Finance	960,666
Communications	349,099
Prosecuting Attorney	27,000
Police	5,898,784
Emergency Management	154,839
Total Expenditures	\$13,682,165
Transfer to Park Fund	100,000
Transfer to Restricted Revenue Fund	92,500
Total General Fund	\$13,874,665
Park Fund (25)	\$1,991,334
General Obligation Debt (40)	\$2,615,750
Vehicle Replacement (03)	\$337,707
Restricted Revenue (04)	\$519,410
Enterprise Fund (50)	
Water & Sewer Departments	7,607,864
Solid Waste	2,183,409
Total Expenditures	\$9,791,273
Transfer to General Fund	1,349,944
Transfer to VERP Fund	89,196

Transfer to Ent. Cap Maint Fund	750,000
Total Transfers	\$2,189,140
Total Enterprise Fund	\$11,980,413
Capital Funds	
<i>(includes projects, debt service, and other operating expenditures)</i>	
05 Building Equipment Replacement	108,563
27 Park Fee In Lieu	0.00
36 Transportation	2,916,000
37 Excise Tax	1,012,000
45 Capital Sales Tax	2,372,725
46 Stormwater Sales Tax	759,330
47 Parks Sales Tax	1,580,000
52 Water Connection	113,162
53 Sewer Connection	813,162
54 Enterprise Capital Maintenance	907,694
Total Capital Funds	\$10,582,636

Section 2. The funds necessary for expenditure in the budget of the City of Raymore for the Fiscal Year beginning November 1, 2024, as summarized in Section 1, are hereby appropriated and set aside for the maintenance and operation of the various departments of the government of the City of Raymore, Missouri, together with the various activities and improvements set forth in said budget.

Section 3. The amount apportioned for each department as shown in the budget shall not be increased except by motion of the City Council duly made and adopted, but the objects of the expense comprising the total appropriation for any department may be increased or decreased at the discretion of the City Manager, providing that said adjustment shall not increase the total appropriation for the department.

Section 4. All portions of the final Fiscal Year 2024-25 budget book document prepared and submitted to the Mayor and City Council for consideration, as amended by the City Council prior to the adoption of this ordinance, are hereby adopted by reference, including all organizational charts, salary range charts, policies and procedures, and are made a part of this ordinance.

Section 5. All revenue of the City of Raymore not appropriated by this Ordinance and any amount appropriated by this Ordinance and not disbursed shall be expended or kept as directed by the City Council.

Section 6. Severability. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate,

distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

DULY READ THE FIRST TIME THIS 14TH DAY OF OCTOBER, 2024.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 28TH DAY OF OCTOBER, 2024, BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Baker
Councilmember Barber
Councilmember Burke III
Councilmember Circo
Councilmember Engert
Councilmember Holman
Councilmember Mills

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: 10/14/2024
SUBMITTED BY: Elisa Williams DEPARTMENT: Finance
ITEM CATEGORY: Ordinance

TITLE / ISSUE / REQUEST

Budget Amendment: FY 2024 Operating Adjustments

STRATEGIC PLAN GOAL / STRATEGY

4.3.2 Establish a strong connection between the budget and the strategic plan

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

1. Bill 3919

BACKGROUND / JUSTIFICATION

During Fiscal Year 2024, the following operating transactions occurred that require budget amendments. Finance staff has accumulated these items to be addressed as a single budget amendment.

1. The Compensation Classification study was completed and implemented effective March

- 1, 2024. It is necessary to adjust personnel budgets prorated for the eight months in the operating funds. \$644,882 General Fund (01), \$58,289 Park Fund (25) and \$42,598 Enterprise Fund (50)
2. The Administration department completed the Compensation Study that was budgeted in FY 2023. \$24,218 General Fund (01)
3. The Street department purchased an Anti-Ice Spray System. \$82,875 General Fund (01)
4. The Finance department saw an increase in credit card fees due to an increase in usage as well as an increase in fees charged by the processor. \$46,000 General Fund (01)
5. The Communications department created a position and hired a Community Engagement Coordinator. This position was originally a temporary intern and then later became an FTE. \$41,000 General Fund (01)
6. The Prosecutor contract was renewed and increased during the middle of FY 2024. \$2,250 General Fund (01)
7. The Enterprise Fund should reimburse the General Fund for the increase in credit card fees associated with utility billing. \$46,000 Enterprise Fund (50)
8. Available fund balance was transferred from the General Fund, Capital Improvement Sales Tax Fund, Water Connection Fee Fund and Sewer Connection Fee Fund to the Restricted Revenue Fund for expenses associated with fighting the threatened landfill. \$2,500,000 General Fund (01); \$500,000 Capital Improvement Sales Tax Fund (45); \$145,000 Water Connection Fee Fund (52); \$145,000 Sewer Connection Fee Fund (53)
9. Restricted Revenue Funds were used to pay for expenses and settlement associated with the landfill on the northern border of the city. \$3,290,000 Restricted Revenue Fund (04)
10. Restricted Funds set aside for: Growth Management Plan, Citizen Survey and Community Art were used for professional services related to the City's Comprehensive Plan, the annual Citizen Survey and the Raymore Mural on the east side of the city. \$54,516 Restricted Revenue Fund (04)
11. There were emergency repairs to curbs in Edgewater Third in the Creekmoor subdivision paid for from the Transportation Sales Tax Fund. \$24,245 Transportation Fund (36)
12. The Communications Department requested to transfer Arts Commission funds to the Restricted Fund for a future lease payment for public art. \$2,000
13. The Parks & Recreation Department had additional credit card fees due to increased fees and usage. \$5,729 Park Fund (25)

BILL 3919**ORDINANCE****"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AMENDING THE FISCAL YEAR 2024 OPERATING BUDGET."**

WHEREAS, the Fiscal Year 2024 budget was adopted by the Raymore City Council; and,

WHEREAS, during 2023-2024, the Compensation Classification was completed and the General Fund, Park Fund and Enterprise Fund had additional expenditures associated with personnel; and,

WHEREAS, during 2023-2024, the Administration Department of the General Fund completed the compensation classification study that was budgeted in the previous FY23 professional services; and,

WHEREAS, during 2023-2024, the Street Department of the General Fund purchased an Anti-Ice Spray Systems that was not previously budgeted; and,

WHEREAS, during 2023-2024, the Finance Department of the General Fund had an increase in usage and fees associated with credit card payments for utility bills; and,

WHEREAS, during 2023-2024, the Communications Department of the General Fund created a position and hired a Community Engagement Coordinator (one FTE); and,

WHEREAS, during 2023-2024, the Prosecutor Department of the General Fund increased the contract for professional services; and,

WHEREAS, during 2023-2024, the Enterprise Fund should reimburse the General Fund for additional credit card fees associated with water and sewer utilities; and,

WHEREAS, during 2023-2024, available fund balance from the: General Fund, Capital Improvement Sales Tax Fund, Water Connection Fee Fund and Sewer Connection Fee Fund were transferred to the Restricted Revenue Fund to pay for expenses associated with the landfill on the northern border of the city; and,

WHEREAS, during 2023-2024, Restricted Revenue Funds were used to pay for expenses and settlement associated with the landfill on the northern border of the city; and,

WHEREAS, during 2023-2024, Restricted Revenue Funds were used for professional services for the annual Citizen Survey, the City's Comprehensive Plan and community art; and,

WHEREAS, during 2023-2024, there were emergency repairs to curbs in Edgewater Third in the Creekmoor subdivision and they were paid for from the Transportation Sales Tax Fund; and,

WHEREAS, during 2023-2024, the Communications Department requested to move Arts Commission budget to the Restricted Revenue Fund to save for temporary artwork; and,

WHEREAS, during 2023-2024, the Parks and Recreation Department eliminated the Business Development Coordinator position (one FTE); and,

WHEREAS, during 2023-2024, the Parks and Recreation Department had additional credit card fees due to increased fees and usage; and,

WHEREAS, staff recommends amending the FY 2024 Operating Budget.

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

Section 1. That the City of Raymore Fiscal Year 2024 Operating Budget is amended as follows:

<u>Revenue</u>	<u>Budgeted</u>	<u>Amended Budget</u>	<u>Change</u>
<u>Interfund Transfers</u>	<u>Budgeted</u>	<u>Amended Budget</u>	<u>Change</u>
In:			
Restricted Revenue Fund (04)	\$117,000	\$3,409,000	\$3,292,000
General Fund (01)	\$2,093,890	\$2,429,890	\$336,000
Out:			
CIST (45)	\$450,000	\$950,000	\$500,000
Enterprise Fund (50)	\$1,948,534	\$1,994,534	\$46,000
Water Conn Fee Fund (52)	\$0.00	\$145,000	\$145,000
Sewer Conn Fee Fund (53)	\$0.00	\$145,000	\$145,000

General Fund (01)	\$373,400	\$3,165,400	\$2,792,000
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<u>Expenditures</u>	<u>Budgeted</u>	<u>Amended Budget</u>	<u>Change</u>
General Fund - Admin (01-01)	\$1,433,703	\$1,501,751	\$68,048
General Fund - ITS (01-02)	\$768,889	\$814,959	\$46,070
General Fund - Econ Dev (01-03)	\$168,601	\$188,208	\$19,607
General Fund - Dev Svcs (01-04)	\$845,428	\$880,297	\$34,869
General Fund - Eng (01-05)	\$494,016	\$503,637	\$9,621
General Fund - Streets (01-06)	\$897,094	\$1,004,885	\$107,791
General Fund - B&G (01-07)	\$408,592	\$410,881	\$2,289
General Fund - Storm (01-09)	\$367,466	\$369,772	\$2,306
General Fund - Court (01-10)	\$173,948	\$190,370	\$16,422
General Fund - Finance (01-11)	\$900,307	\$944,753	\$44,446
General Fund - Comm (01-12)	\$238,283	\$296,320	\$58,037
General Fund - Prosecutor (01-12)	\$24,400	\$26,650	\$2,250
General Fund - Police (01-15)	\$4,868,348	\$5,292,393	\$424,045
General Fund - EM (01-19)	\$136,470	\$141,894	\$5,424
Park Fund - Parks (25-25)	\$1,104,449	\$1,139,776	\$35,327
Park Fund - Rec (25-26)	\$380,002	\$399,265	\$19,263
Park Fund - Centerview (25-27)	\$141,135	\$143,026	\$1,891
Park Fund - RAC (25-28)	\$301,166	\$308,703	\$7,537
Transportation Fund (36)	\$3,753,000	\$3,777,245	\$24,245
Restricted Revenue Fund (04)	\$587,910	\$3,932,426	\$3,344,516
Enterprise Fund (50-20)	\$4,102,850	\$4,124,149	\$21,299
Enterprise Fund (50-21)	\$4,289,703	\$4,311,002	\$21,299

Section 2. Any Ordinance or part thereof which conflicts with this Ordinance shall be null and void.

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

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

DULY READ THE FIRST TIME THIS 14TH DAY OF OCTOBER, 2024.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 28TH DAY OF OCTOBER, 2024, BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Baker
Councilmember Barber
Councilmember Burke III
Councilmember Circo
Councilmember Engert
Councilmember Holman
Councilmember Mills

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: 10/14/2024

SUBMITTED BY: David Gress

DEPARTMENT: Development Services

ITEM CATEGORY: Ordinance

TITLE / ISSUE / REQUEST

Timber Ridge Rezoning R-1P to R-2 (public hearing)

STRATEGIC PLAN GOAL / STRATEGY

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

FINANCIAL IMPACT

Award To:

Amount of Request/Contract:

Amount Budgeted:

Funding Source/Account:

PROJECT TIMELINE

Estimated Start Date

Estimated End Date

STAFF RECOMMENDATION:

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission: Planning and Zoning Commission

Date: 9/17/2024

Action/Vote: 8-0, approval

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Bill 3924
2. Rezoning Staff Report
3. Staff Report Attachment - Site Photos
4. Conceptual Layout

BACKGROUND / JUSTIFICATION

Sean Siebert is requesting to reclassify the zoning designation of approximately 17.33 acres of land, generally located at the northeast corner of Dean Avenue and Johnston Drive from "R-1P" Single Family Residential Planned District to "R-2" Single and Two-Family Residential District.

The property was previously included as part of the Timber Trails Preliminary Plat which was originally approved by the City in 2004. Approval of the application would allow for the applicant to proceed with developing the property under the "R-2" Single and Two-Family Residential District. A Preliminary Plat application has been filed concurrently with this application.

At its September 17, 2024, meeting, the Planning and Zoning Commission voted 8-0 to recommend approval of this request.

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AMENDING THE ZONING MAP FROM "R1-P" SINGLE FAMILY RESIDENTIAL PLANNED DISTRICT TO "R-2" SINGLE AND TWO FAMILY RESIDENTIAL DISTRICT, A 17.33 ACRE TRACT OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 46N, RANGE 32W, RAYMORE, CASS COUNTY, MISSOURI."

WHEREAS, after a public hearing was held on September 17, 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 October 14, 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 "R1-P" Single Family Residential Planned District to "R-2" Single and Two Family Residential District, for the following property:

A TRACT OF LAND IN THE WEST 1/2 OF SECTION 17 AND THE EAST 1/2 OF SECTION 18, TOWNSHIP 46 NORTH, RANGE 32 WEST OF THE 5TH PRINCIPAL MERIDIAN IN THE CITY OF RAYMORE, CASS COUNTY, MISSOURI BEING BOUNDED AND DESCRIBED BY OR UNDER THE DIRECT SUPERVISION OF JASON S ROUDEBUSH, P.L.S. 2002014092 AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 17; THENCE SOUTH 8°07'49" EAST, ON THE NORTH LINE OF SAID SOUTHWEST QUARTER A DISTANCE OF 1,019.02 FEET TO THE POINT OF BEGINNING OF THE TRACT OF LAND TO BE HEREIN DESCRIBED; THENCE SOUTH 03°22'21" WEST, 300.80 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF JOHNSTON DRIVE AS NOW LOCATED; THENCE ON SAID NORTHERLY RIGHT-OF-WAY LINE THE FOLLOWING 4 CALLS, NORTH 86°37'39" WEST, 65.16 FEET; THENCE WESTERLY ALONG A CURVE TO THE RIGHT BEING TANGENT TO THE LAST DESCRIBED COURSE WITH A RADIUS OF 770.00 FEET, A CENTRAL ANGLE OF 23°03'19" AND AN ARC DISTANCE OF 309.84 FEET; THENCE NORTH 63°34'20" WEST, 330.97 FEET; THENCE WESTERLY ALONG A CURVE TO THE LEFT BEING TANGENT TO THE LAST DESCRIBED COURSE WITH A RADIUS OF 1,230.00 FEET, A CENTRAL ANGLE OF 20°23'32" AND AN ARC DISTANCE OF 437.77 FEET; THENCE NORTH WESTERLY ALONG A CURVE TO THE RIGHT HAVING AN INITIAL TANGENT BEARING OF NORTH 83°57'31" WEST WITH A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 80°06'08" AND AN ARC DISTANCE OF 27.97 FEET TO A POINT ON THE EASTERLY DEAN AVENUE RIGHT-OF-WAY LINE AS NOW LOCATED; THENCE ON SAID EASTERLY RIGHT-OF-WAY LINE, NORTHERLY ALONG A CURVE TO THE LEFT HAVING AN INITIAL TANGENT BEARING OF NORTH 02°54'56" WEST WITH A RADIUS OF 740.00 FEET, A CENTRAL ANGLE OF 22°14'16" AND AN ARC DISTANCE OF 287.21 FEET; THENCE NORTH 25°09'12" WEST, 231.00 FEET; THENCE LEAVING SAID EASTERLY RIGHT-OF-WAY LINE, SOUTH 86°58'23" EAST, 1,307.66 FEET; THENCE SOUTH 03°02'55" WEST, 487.89 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 14TH DAY OF OCTOBER, 2024.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 28TH DAY OF OCTOBER, 2024, BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Baker
Councilmember Barber
Councilmember Burke III
Councilmember Circo
Councilmember Engert
Councilmember Holman
Councilmember Mills

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature

TIMBER RIDGE REZONING "R-1P" to "R-2"

APPLICANT -

Property Owner:	Hunt Midwest Real Estate
Engineering/Arch. Firm	Engineering Solutions

PROJECT LOCATION REQUESTED ACTION

NE Corner of Dean Ave. and Johnston Dr.	Rezoning from "R-1P" to "R-2"
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PROJECT NARRATIVE

An application was filed requesting rezoning from "R-1P" Single-Family Residential Planned District to "R-2" Single and Two-Family Residential District for approximately 17 acres of land.



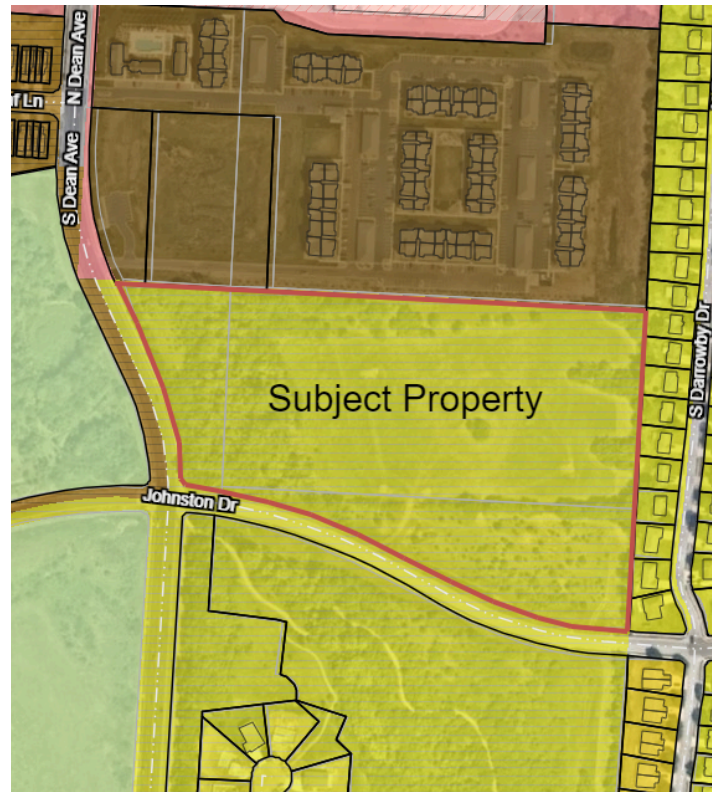
ZONING AND LAND USE SUMMARY -

EXISTING ZONING	PROPOSED ZONING
"R-1P" Single-Family Residential Planned District	"R-2" Single and Two-Family Residential District.

SURROUNDING ZONING & LAND USE

- North:** R-3B, Apartment Community Residential
- South:** R-1P, Single-Family Residential Planned
- East:** R-1, Single Family Residential District
- West:** R-3AP, Multi-Family Residential Planned PUD, Planned Unit Development

TOTAL TRACT SIZE	NUMBER OF LOTS
17.01 Acres	35 Lots (70 dwelling units)



INFORMATIONAL NOTICES OR MEETINGS -

NOTICE	DATE
Good Neighbor Meeting	• August 14, 2024
Public Hearing Notice	• August 28, 2024 (North Cass Herald) • September 25, 2024 (North Cass Herald)

PAST PLANNING ACTIONS -

1. On January 26, 2004, an application to rezone the entirety of the Timber Trails development from its previous "A" and "M-1" zoning designations to R-1P and R-3P zoning designations was approved by City Council.
2. The first final plat for the Timber Trails townhome development was approved on february 14, 2005 and included 17 buildings, containing a total of 68 townhome units, all of which have been constructed.
3. At its August 11, 2014 meeting City Council approved a conditional use permit for a senior living facility (Benton House) to be located west of the subject property. On September 2, 2014, the Planning and Zoning Commission approved the Benton House of Raymore Site Plan.
4. On April 25, 2022, the City Council approved the PUD rezoning and Preliminary Development Plan for Allera, a 170-lot detached single family development, that also included a 9-unit live/work attached single family component. No applications following this approval have been filed.
5. On September 26, 2022 the City Council approved the Timber Trails 3rd Plat south of the subject property.
6. On July 24, 2024, the City Council voted to approve the Timber Trails Mixed-Use preliminary development plan and rezoning west of the subject property.
7. The applicant has also filed a Preliminary Plat application for Timber Ridge to run concurrently with the Rezoning application.

STAFF COMMENTS -

PLANNING AND ZONING - *The Bulk and Dimensional Standards for the existing and proposed zoning districts are as follows:*

DIMENSIONAL STANDARD	EXISTING ZONING	PROPOSED ZONING
Lot Size	8,400 Sq Ft.	10,000 Sq Ft.
Lot Size per Dwelling Unit	8,400 Sq Ft.	5,000 Sq Ft.
Lot Width x Lot Depth	63.4 x 100 Ft.	70 x 100 Ft.
Front-Yard Setback	30'	30'
Side-Yard (Exterior)	30'	15'
Side-Yard (interior)	10% of lot width minimum 6.5', max 10'	10'
Rear-Yard Setback	30'	30'
Building Height	35'	35'
Building Coverage	30%	30%
Open Space Requirement	50%	30%

- A Good Neighbor Meeting was held on August 14, 2024 at City Hall beginning at 6:00pm. No one from the public was present for the Good Neighbor Meeting. City Staff as well as the applicant concluded the Good Neighbor Meeting at 6:15pm. There were a number of calls/emails from residents and the general consensus of questions were as follows:
 - Will this be low income housing? **(No this will not be low income housing).**
 - Will this overburden the School district? **(City Staff spoke with the school district and this development will not overburden the school district and they remained neutral on the project.)**
 - Will this project be proposing more apartments or condos? **(No, this project is considered an attached single-family project).**

- Notices were mailed out to 27 adjoining property owners. To this point three calls have been received from surrounding property owners and were asking what kind of development was happening and the only concern was if this proposal would overcrowd the Raymore-Peculiar School District.

After speaking with School District staff, they did not express the same concern for this proposed development and remain neutral on the project overall. This proposed project is located within the Eagle Glen Elementary School attendance boundaries.

- 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.
- If the rezoning application is approved, the applicant will still have to receive approval for the Preliminary Plat as well prior to preparing a final plat application.
- The current zoning, R-1P, Single Family Residential Planned District, permits only the construction of detached single family dwellings, while the proposed R-2 Single and Two Family Residential District allows for both detached single family dwellings and two-family dwellings (duplexes).

PUBLIC WORKS & ENGINEERING:

- The rezoning of this property does not impact The City of Raymore's ability to provide city services to this proposed development.

ALIGNMENT WITH COMPREHENSIVE PLAN -

Growth Management Plan - The Future Land Use Plan Map designates this property as appropriate for low density residential development, which is generally, but not always limited to, detached single family homes.

Two-family dwellings, or duplexes, are generally considered to be Moderate Density Residential according to the GMP, and often buffer low-density land uses from higher density land uses.

Major Street Plan - The Major Thoroughfare Plan Map classifies Dean Ave. as a Minor Arterial and Johnston Dr. as a Minor Collector.

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 in the deliberation of a zoning map amendment:

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

The character of the neighborhood varies from commercial to the north and west (Raymore Galleria and approved Timber Trails Mixed Use project) to high density on the north and west (The Depot) and (Timber Trails Townhomes) to single-family and two-family homes to the east and south of the subject property.

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

The subject property is currently undeveloped with dense trees and vegetation towards the western end of the property. There is also a creek that runs through the treed area of the property. The property is also elevated from Johnston Dr. and slopes from north to south with a ridge that bisects the property. To the north of the subject property has recently been developed into an apartment community, to the east is an existing single-family and two-family subdivision (Foxhaven), the the south of the property is green space that contains a walking trail that connects to the existing single-family homes (Timber Trails subdivision) and finally to the west of the property is a senior living facility and existing townhomes. The area to the west also includes an undeveloped parcel with and approved plan for apartments, a hotel and large commercial retail space.

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 identities this area as appropriate for Low Density Residential Development, which is typically in the form of detached single family homes. Two-family dwellings, according to the GMP, typically take the form of duplexes, and often buffer lower density land uses from high density land uses.

Given the surrounding uses of the property, including the Raymore Galleria (commercial), Depot (apartments), and future timber trails mixed use, this proposed development provides for a good transition from commercial and high density residential to the west and north from the single-family homes that exist on the east and south of the property. Foxhaven which is directly east of the subject property also contains several two-family homes that are adjacent to the subject property (southeast corner).

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

The subject property is well suited for residential development in general. Under the current Unified Development Code the current zoning of "R-1P" Single-Family Residential Planned District, the property is restricted only to the construction of detached single family dwelling units, and not two-family dwellings. If the subject property is reclassified to the designation of "R-2" Single and Two-Family Residential District, both detached single family and two-family dwellings would be permitted. This is suitable for two-family homes as it provides for a good transition from surrounding uses of the subject property from the single-family homes that exist to the south and the east.

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

There have been three projects that have been approved recently including the apartment community (The Depot) to the north, the mixed use project (Timber Trails Mixed Use) that includes a hotel, apartments and a commercial building to the west and a recent expansion of the single family subdivision to the south, Timber Trails 3rd Plat. No significant changes have been made in the area surrounding the subject property since the approval of the existing R-1P zoning designation.

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

The proposed zoning map amendment would not detrimentally affect the surrounding properties. Given the development of the Raymore Galleria (commercial) the Depot at Raymore (apartment community), and the Timber Trails Mixed Use development, the subject property, under the proposed zoning designation, provides a logical land use buffer between commercial and multi-family land uses to the north, and lower intensity land uses to the south. The Unified Development Code does not require any screening from the subject property being R-2 to the property to the east being zoned R-1 however, the applicant has provided a landscape plan that will provide for an additional buffer.

The subject property is also directly adjacent to Dean Avenue, a major thoroughfare within the City. The proposed land use also provides a buffer between traffic activity along Dean Avenue and the Foxhaven subdivision.

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

The Engineering division has reviewed the application and the proposal is consistent with the standards and requirements of the City of Raymore. Adequate capacity exists within the system to provide utilities to the development under the proposed zoning amendment. Additionally, the recent connections of Johnston Drive provide for adequate traffic circulation to and from the subject property onto the major arterial roadways in the City.

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

Under the existing zoning classification, the subject property is restricted to R-1 single family residential development only. The property is suited to be developed as such under the existing zoning, but would be a much lower-intensity land use abutting higher intensity land uses to the north.

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

This property was originally zoned R-1P as part of the original Timber Trails master plan which was approved back in 2004. The site has been single-family residential and has remained undeveloped since then.

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

The proposed development is in the public interest. The proposed land use provides a logical land use buffer between existing commercial and higher intensity residential land uses, and established single family neighborhoods (Timber Trails and Foxhaven). The Future Land Use Map within the GMP identifies two-family dwellings as appropriate uses in areas that abut higher density land uses and buffer lower density land uses. Two-family developments are not new to the City of Raymore but the architecture as well as the proximity to local businesses will provide for another quality housing choice for both existing and future residents of Raymore.

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 not be a gain to the public health, safety and welfare of the community as a result of the denial of the application. The property is still suitable to be developed under the current zoning in the future.

PROJECT REVIEW SCHEDULE

COUNCIL, COMMISSION OR BOARD	ACTION	DATE
Planning and Zoning Commission	Review & Recommendation	September 17, 2024
City Council	Review & Approval/Denial	October 14, 2024 October 28, 2024

STAFF RECOMMENDATIONS -

The proposed development respects the surrounding zoning districts and uses and provides a logical land use transition from more intense uses located to the north and west of the subject property and the single and two-family subdivision that exist to the east as well as the single-family subdivision to the south of the subject property.

City Staff recommends that the Planning and Zoning Commission accept the Staff proposed findings of fact and forward Case #24009 Timber Ridge - Rezoning to the City Council with a recommendation of approval.

PLANNING COMMISSION RECOMMENDATION -

At its September 17, 2024 meeting, the Planning and Zoning Commission voted 8-0 to accept the Staff proposed findings of fact and forward Case #24009 Timber Ridge - Rezoning to the City Council with a recommendation of approval.

PROJECT ATTACHMENTS -

1. Staff Report - Site Photos
2. Concept Plan

Timber Ridge - Site Photos



View looking north from Dean Ave. and Johnston Dr.



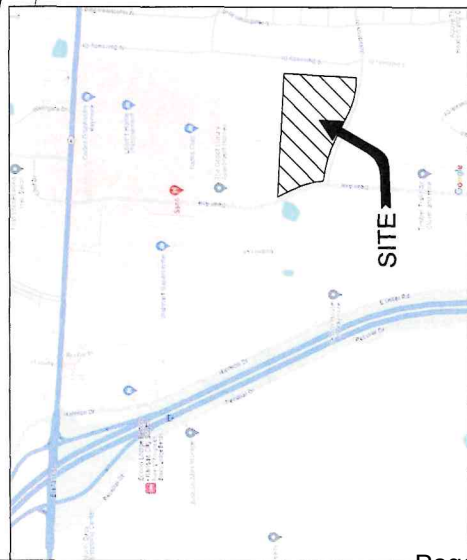
View looking north from Johnston Dr.



View looking northwest from the southeast property corner

SETBACKS
FRONT - 30'
SIDE - 10'
BACK - 30'

C.102



Current Zoning: R-1P



Matthew J. Schmitt
Professional Engineer
No. 000000000
Exp. 08/31/2021
State of Missouri

Dimension Plan
Development Plans for:
TIMBER RIDGE
Raymore, Cass County, Missouri

Project:
SHEET 1000
JANUARY 19, 2018

Raymore Storage Center
308 E. Walnut Street
RAYMORE, CASS COUNTY, MISSOURI

Engineering Station
Raymore, Missouri
Cass County
308 E. Walnut Street
Raymore, Missouri
64083-1000
Phone: (417) 335-1100
Fax: (417) 335-1101
Email: info@b3solutions.com
Website: www.b3solutions.com

B3 ENGINEERING SOLUTIONS
ENGINEERING & SURVEYING
308 E. WALNUT STREET
RAYMORE, MISSOURI 64083-1000
P: (417) 335-1100 F: (417) 335-1101

1" = 50'
DIMENSION PLAN





CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: 10/14/2024

SUBMITTED BY: David Gress

DEPARTMENT: Development Services

ITEM CATEGORY: Resolution

TITLE / ISSUE / REQUEST

Timber Ridge Preliminary Plat (public hearing)

STRATEGIC PLAN GOAL / STRATEGY

3.2.4 Provide quality, diverse housing options that meet the needs of our current and future community

FINANCIAL IMPACT

Award To:

Amount of Request/Contract:

Amount Budgeted:

Funding Source/Account:

PROJECT TIMELINE

Estimated Start Date

Estimated End Date

STAFF RECOMMENDATION:

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission: Planning and Zoning Commission

Date: 9/17/2024

Action/Vote: 7-1, approval

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Resolution 24-28
2. Preliminary Plat Staff Report
3. Staff Report Attachment - Site Photos
4. Timber Ridge MOU
5. Preliminary Plat Drawing

BACKGROUND / JUSTIFICATION

Sean Siebert is requesting preliminary plat approval for the proposed Timber Ridge Subdivision, a 35 lot two-family subdivision located on approximately 17.33 acres generally located at the northeast corner of Dean Avenue and Johnston Drive. The request would allow for the development of 70 new housing units within the subdivision.

The subject property was originally included as part of the Timber Trails Preliminary Plat, which was approved in 2004. This phase of the Timber Trails Subdivision has remained undeveloped.

A Memorandum of Understanding has been prepared for the proposed development and includes regulations on the total number of approved lots and units, building elevations and architecture within the subdivision.

At its September 17, 2024, meeting, the Planning and Zoning Commission voted 7-1 to recommend approval of this request.

RESOLUTION 24-28

"A RESOLUTION OF THE CITY OF RAYMORE, MISSOURI, APPROVING THE PRELIMINARY PLAT FOR THE TIMBER RIDGE SUBDIVISION, A 17.33 ACRE TRACT OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 46N, RANGE 32W, RAYMORE, CASS COUNTY, MISSOURI."

WHEREAS, the Planning and Zoning Commission held a public hearing on September 17, 2024, in accordance with the Unified Development Code, and forwarded its recommendation of approval to the City Council; and,

WHEREAS, the City Council held a public hearing on October 14, 2024, in accordance with the Unified Development Code, and accepted the recommendation of the Planning and Zoning Commission.

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

Section 1. The Timber Ridge Preliminary Plat is hereby approved.

Section 2. Memorandum of Understanding. The City Manager is authorized to execute the Memorandum of Understanding (MOU) between the City of Raymore and Site360, LLC outlining the regulations for the development of the Timber Ridge subdivision. Upon execution, the MOU shall be recorded with the Cass County Recorder of Deeds.

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

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

DULY READ AND PASSED THIS 14TH DAY OF OCTOBER, 2024, BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Baker
Councilmember Barber
Councilmember Burke III
Councilmember Circo
Councilmember Engert
Councilmember Holman
Councilmember Mills

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature

TIMBER RIDGE SUBDIVISION PRELIMINARY PLAT

APPLICANT -

Property Owner:	Hunt Midwest Real Estate
Engineering/Arch. Firm	Engineering Solutions

PROJECT LOCATION

NE Corner of Dean Ave. and Johnston Dr.

REQUESTED ACTION

Preliminary Plat approval

PROJECT NARRATIVE

An application was filed requesting preliminary plat approval for a proposed 35-lot residential subdivision totaling 70 dwelling units.



ZONING AND LAND USE SUMMARY -

EXISTING ZONING

"R-1P" Single-Family Residential Planned District

PROPOSED ZONING

"R-2" Single and Two-Family Residential District

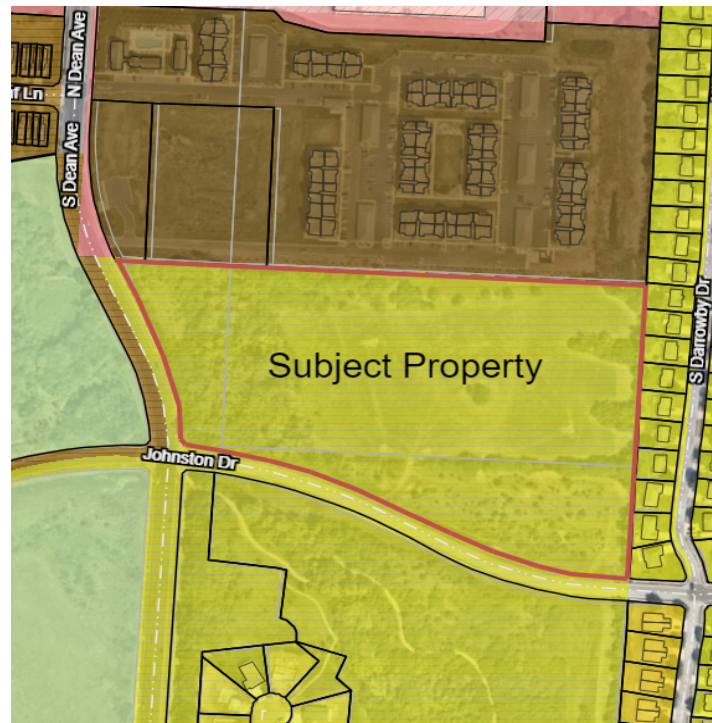
SURROUNDING ZONING & LAND USE

North: R-3B, Apartment Community Residential

South: R-1P, Single-Family Residential Planned

East: R-1, Single Family Residential District

West: R-3AP, Multi-Family Residential Planned PUD, Planned Unit Development



TOTAL TRACT SIZE	NUMBER OF LOTS	NUMBER OF DWELLINGS	DENSITY du/ac
17.01 Acres	35	70	4.12

INFORMATIONAL NOTICES OR MEETINGS -

NOTICE	DATE
Good Neighbor Meeting	• August 14, 2024
Public Hearing Notice	• August 28, 2024 North Cass Herald Newspaper • September 25, 2024 North Cass Herald Newspaper

PAST PLANNING ACTIONS -

1. On January 26, 2004, an application to rezone the entirety of the Timber Trails development from its previous "A" and "M-1" zoning designations to R-1P and R-3P zoning designations was approved by City Council.
2. The first final plat for the Timber Trails townhome development was approved on february 14, 2005 and included 17 buildings, containing a total of 68 townhome units, all of which have been constructed.
3. At its August 11, 2014 meeting City Council approved a conditional use permit for a senior living facility (Benton House) to be located west of the subject property. On September 2, 2014, the Planning and Zoning Commission approved the Benton House of Raymore Site Plan.
4. On April 25, 2022, the City Council approved the PUD rezoning and Preliminary Development Plan for Allera, a 170-lot detached single family development, that also included a 9-unit live/work attached single family component. No applications following this approval have been filed.
5. On September 26, 2022 the City Council approved the Timber Trails 3rd Plat south of the subject property.
6. On July 24, 2024, the City Council voted to approve the Timber Trails Mixed-Use preliminary development plan and rezoning west of the subject property.
7. The applicant has also filed a rezoning application for Timber Ridge to run concurrently with the Preliminary Plat.

STAFF COMMENTS -

PLANNING AND ZONING - *The Bulk and Dimensional Standards for the existing and proposed zoning districts are as follows:*

DIMENSIONAL STANDARD	EXISTING ZONING	PROPOSED ZONING
Lot Size	8,400 Sq Ft.	10,000 Sq Ft.
Lot Size per Dwelling Unit	8,400 Sq Ft.	5,000 Sq Ft.
Lot Width x Lot Depth	63.4 x 100 Ft.	70 x 100 Ft.
Front-Yard Setback	30'	30'
Side-Yard (Exterior)	30'	15'
Side-Yard (interior)	10% of lot width minimum 6.5', max 10'	10'
Rear-Yard Setback	30'	30'
Building Height	35'	35'
Building Coverage	30%	30%
Open Space Requirement	50%	30%

- Notices were mailed out to 27 adjoining property owners. To this point three calls have been received from surrounding property owners and were asking what kind of development was happening and the only concern was if this proposal would overcrowd the Raymore-Peculiar School District.

After speaking with School District staff, they did not express the same concern for this proposed development and remain neutral on the project overall. This proposed project is located within the Eagle Glen Elementary School attendance boundaries.

- A Good Neighbor Meeting was held on August 14, 2024 at City Hall beginning at 6:00pm. No one was present for the Good Neighbor Meeting. City Staff as well as the applicant concluded the Good Neighbor Meeting at 6:15pm. There were a number of calls/emails from residents and the general consensus of questions were as follows:

- Will this be low income housing? **(No this will not be low income housing).**
- Will this overburden the School district? **(City Staff spoke with the school district and this development will not overburden the school district and remained neutral on the project.)**
- Will this project be proposing more apartments or condos? **(No, this project is considered an attached single-family project).**
- An application for rezoning the subject property from "R-1P" Single-Family Residential Planned District to "R-2" Single and Two-Family Residential District was filed coincident with this preliminary plat. The preliminary plat has been reviewed based on the rezoning application being approved as presented.
- The applicant is proposing a 35 lot two-family subdivision being completed in a single phase development. The development includes 70 dwelling units.
- The preliminary plat request was submitted to South Metropolitan Fire Protection District for review. No concerns or questions were raised during their review.
- City Staff has prepared an Memorandum of Understanding (MOU) for the subject property. The MOU will restrict future development to the number of units and general layout of the submitted Preliminary Plat. The MOU will be finalized prior to 1st reading by the City Council of the rezoning and preliminary plat applications.
- The applicant is required to complete the sidewalk gap that exists along the north side of Johnston Drive between Dean Avenue and Darrowby Drive.
- The applicant is proposing to preserve the existing mature tree canopy that lines the existing creek along the western property line, which provides a landscape buffer between the proposed development and Dean Avenue.
- Section 445.030(F) Subdivision Adjacency Standards intended to provide adequate transition between new single-family and two-family developments adjoining recorded platted single-family subdivisions in the City. If the median lot area per dwelling unit of proposed lots is less than seventy-five percent (75%) of the median lot of the adjacent existing platted lots, the requirements of this section shall apply.

The UDC provides the following options to satisfy the Subdivision Adjacency Requirements:

- Landscape Buffer with Berm
- Landscape Buffer without Berm
- Open Space Buffer
- Yard Matching
- Parkland
- The applicant has elected to follow section 445.030(F)(4) which states, "*Combination of Options - A combination of options (listed above in the staff report) may be utilized to fulfill the adjacency requirement along the entire length of the common property line (which is the east property line in this case) between the proposed lots and existing platted lots.*"
 - The combination the applicant has selected for the proposed development is **yard matching** and **landscaping without berming**.
 - **Yard matching** - The average width of the 8 lots along the shared eastern property line for Timber Ridge was equal to 90.11' while the average lot width of the 10 lots in Foxhaven that abut the proposed development equaled 78.45' a difference of 11.66'.
 - **Landscaping without berming** - The applicant has provided a detailed landscape plan. The eastern property line shows a type A landscape buffer in an effort to differentiate the two subdivisions.
 - City Staff has determined that the combination of yard matching and landscaping without berming does comply with the intent of the subdivision adjacency code within the Unified Development Code.

PUBLIC WORKS & ENGINEERING:

- The proposed Preliminary Plat does comply with the standards of the City of Raymore and the ability to provide city services to this proposed development.
- As part of the 2020 General Obligation Bond issuance, the City constructed the extension of Johnston Drive, to the south of this property. Sidewalk and street light installation will be the responsibility of the applicant.

- On September 10, 2024, The Parks and Recreation Board determined that “Cash in lieu of land donation” is the most appropriate method of satisfying the requirements of this section. The total Cash in lieu of land donation for the subdivision is \$92,500, or \$2,642.86 per lot/\$1,321.42 per dwelling unit.

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

FINDINGS OF FACT -

Under Section 470.110 of the Unified Development Code, the Planning and Zoning Commission and City Council are directed concerning its actions in the deliberation of a preliminary plat request, including the following findings of fact:

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

The preliminary plat will not adversely affect the appropriate use of neighboring properties. The proposed development provides for a great transition from existing commercial development and apartments to the north and approved/future commercial and multi-family development to the west from the single-family detached homes that exist to the east and south. There are also two-family dwelling units that exist southeast of the subject property that is part of the Foxhaven subdivision.

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

The preliminary plat is in compliance with all applicable regulations of the Unified Development Code and other City regulations and plans. The proposed lots comply with the development standards for the underlying zoning district. The proposed land use is generally not consistent with the Future Land Use Map adopted by the City. This area is identified as appropriate for low density residential, while the proposed project would be considered medium density residential as outlined in our Growth Management Plan. A rezoning request to reclassify this property as R-2 Single and Two Family Residential District has been made concurrently with this preliminary plat request.

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

The preliminary plat will not impose undue burden upon existing public services and facilities. Infrastructure to serve the property has been sized to meet the future demands for service in this area of the City. No additional curb cuts are being proposed to Johnston Drive that have not already been contemplated or approved as part of the currently approved preliminary plat.

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

There is sufficient capacity in the water and sewer systems to support full development of the property under the proposed preliminary plat. The road network was planned to accommodate full development of the property, including the recent extension of Johnston Drive, between Darrowby and Dean Avenue, and Dean Avenue and the Outer Road. Storm Water is to be handled by detention basins as this property currently has a ridge in the middle that bisect the water table. Sidewalks along Johnston Drive as well as street lighting will be provided by the proposed development.

PROJECT REVIEW SCHEDULE -

COUNCIL, COMMISSION OR BOARD	ACTION	DATE
Park and Recreation Board	Review & Recommendation	September 10, 2024
Planning and Zoning Commission	Review & Recommendation	September 17, 2024
City Council	Action	October 14, 2024

STAFF RECOMMENDATIONS -

City Staff recommends the Planning and Zoning Commission accept the Staff proposed findings of fact and forward Case # 24010 Timber Ridge - Preliminary Plat to the City Council will be a recommendation of approval subject to the following three (3) conditions:

1. The rezoning application for the property from R-1P to R-2 must be approved by the City Council.
2. Street names must be provided in accordance with the City's adopted Street Naming and Addressing Policy. Approved street names shall be reserved for future use, and shall not conflict with other existing street names.
3. Plan showed one missing fire hydrant that will need to be added to the design and construction documents before proceeding with preparing a final plat application or construction drawings.

PLANNING COMMISSION RECOMMENDATION -

At its September 17, 2024 meeting, the Planning and Zoning Commission voted 7-1 to accept the staff proposed findings of fact and forward Case #24010 Timber Ridge - Preliminary Plat to the City Council will be a recommendation of approval subject to the following three (3) conditions:

1. The rezoning application for the property from R-1P to R-2 must be approved by the City Council.
2. Street names must be provided in accordance with the City's adopted Street Naming and Addressing Policy. Approved street names shall be reserved for future use, and shall not conflict with other existing street names.
3. Plan showed one missing fire hydrant that will need to be added to the design and construction documents before proceeding with preparing a final plat application or construction drawings.

PROJECT ATTACHMENTS -

1. Preliminary Plat Drawing
2. MOU

Timber Ridge - Site Photos



View looking north from Dean Ave. and Johnston Dr.



View looking north from Johnston Dr.



View looking northwest from the southeast property corner



***Memorandum of Understanding
for
Timber Ridge Subdivision***

Legal Description Contained on Pages 2-3

**Between Site360 LLC, Grantor,
and
City of Raymore, Grantee
100 Municipal Circle
Raymore, MO 64083**

October 28, 2024

MEMORANDUM OF UNDERSTANDING

Timber Ridge Subdivision

THIS MEMORANDUM OF UNDERSTANDING ("MOU") FOR THE DEVELOPMENT OF THE TIMBER RIDGE SUBDIVISION is made and entered into this 28th day of October, 2024, by and between Site360 LLC, ("Sub-Divider") also being referred to herein as "Grantors"; and the City of Raymore, Missouri, a Municipal Corporation and Charter City under the laws of the State of Missouri ("City").

WHEREAS, Sub-Divider seeks to obtain approval from the City for a subdivision to be known as Timber Ridge, 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 Sub-Divider will accomplish certain things in order to protect the public health, safety and welfare.

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

GEOGRAPHIC LOCATION:

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

A TRACT OF LAND IN THE WEST 1/2 OF SECTION 17 AND THE EAST ½ OF SECTION 18, TOWNSHIP 46 NORTH, RANGE 32 WEST OF THE 5TH PRINCIPAL MERIDIAN IN THE CITY OF RAYMORE, CASS COUNTY, MISSOURI BEING BOUNDED AND DESCRIBED BY OR UNDER THE DIRECT SUPERVISION OF JASON S ROUDEBUSH, P.L.S. 2002014092 AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 17; THENCE SOUTH 8T07' 49" EAST, ON THE NORTH LINE OF SAID SOUTHWEST QUARTER A DISTANCE OF 1,019.02 FEET TO THE POINT OF BEGINNING OF THE TRACT OF LAND TO BE HEREIN DESCRIBED; THENCE SOUTH 03"22'21" WEST, 300.80 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF JOHNSTON DRIVE AS NOW LOCATED; THENCE ON SAID NORTHERLY RIGHT-OF-WAY LINE THE FOLLOWING 4 CALLS, NORTH 86•37'39" WEST, 65.16 FEET; THENCE WESTERLY ALONG A CURVE TO THE RIGHT BEING TANGENT TO THE LAST DESCRIBED COURSE WITH A RADIUS OF

770.00 FEET, A CENTRAL ANGLE OF 23"03'19" AND AN ARC DISTANCE OF 309 .84 FEET; THENCE NORTH 63"34'20" WEST, 330.97 FEET; THENCE WESTERLY ALONG A CURVE TO THE LEFT BEING TANGENT TO THE LAST DESCRIBED COURSE WITH A RADIUS OF 1,230.00 FEET, A CENTRAL ANGLE OF 20"23'32" AND AN ARC DISTANCE OF 437. 77 FEET; THENCE NORTH WESTERLY ALONG A CURVE TO THE RIGHT HAVING AN INITIAL

*Timber Ridge Subdivision
Memorandum of Understanding*

TANGENT BEARING OF NORTH 83°57'31" WEST WITH A RADIUS OF 20.00 FEET. A CENTRAL ANGLE OF 80°06'08" AND AN ARC DISTANCE OF 27.97 FEET TO A POINT ON THE EASTERLY DEAN AVENUE RIGHT-OF-WAY LINE AS NOW LOCATED; THENCE ON SAID EASTERLY RIGHT-OF-WAY LINE, NORTHERLY ALONG A CURVE TO THE LEFT HAVING AN INITIAL TANGENT BEARING OF NORTH 02°54'56" WEST WITH A RADIUS OF 740.00 FEET, A CENTRAL ANGLE OF 22°14'16" AND AN ARC DISTANCE OF 287.21 FEET; THENCE NORTH 25°09'12" WEST, 231.00 FEET; THENCE LEAVING SAID EASTERLY RIGHT-OF-WAY LINE, SOUTH 86°58'23" EAST, 1,307.66 FEET; THENCE SOUTH 03°02'55" WEST, 487.89 FEET TO THE POINT OF BEGINNING.

PRELIMINARY PLAT

1. Sub-Divider intends to develop the entire property as a two-family residential subdivision in the manner shown on the Preliminary Plat, attached and incorporated herein as **Exhibit A**.

2. Zoning and Land Use

- a. The zoning for the entire property shall be "R-2" Single and Two-Family Residential District.

- b. Land Use

1. Detached Single-Family Dwellings and Two-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	
Per Lot	10,000 sq.ft
Per Dwelling Unit	5,000 sq.ft
Minimum Lot Width	70'
Minimum Lot Depth	100'
Yard and Setbacks	

Front Yard	30 ft.
Rear Yard	30 ft.
Side Yard (interior)	10 ft.
Side Yard (exterior, corner)	15 ft.
Maximum Building Height	35 ft.
Maximum Building Coverage	30% of lot area

4. **Building Types and Architectural Elevations**

- a. The Preliminary Plat is being approved with two specified (2) building types and architectural elevations for the housing units to be built within the subdivision, which are attached as **Exhibit B**.
- b. Building elevations consistent with those in Exhibit B shall also be submitted with an application for final plat, and building construction plans submitted with all building permits shall be architecturally consistent.

5. **Landscaping & Screening**

- a. No landscape screening is required as part of this development. Landscape screening may be provided by the subdivider, and shall be compliant with City Code.
- b. One tree must be planted along street frontages between the front building line and the front lot line of each lot or dwelling unit. Said tree shall be of a size in accordance with Section 430.130B1 and be of a species type listed in Section 430.090A.

On lots with two (2) street frontages, one (1) site tree is required on each frontage. Required site trees must be installed on an individual lot prior to issuance of a certificate of occupancy..

5. **Parking**

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

Use	Minimum Parking Spaces Required
Two-family Dwelling (Duplex)	2 spaces per dwelling unit

PHASING SCHEDULE

1. The development of the subdivision is being proposed to be developed in one single phase.
2. An application for final plat approval may be submitted for in separate geographic units rather than as a whole in accordance with Section 470.130E of the Unified Development Code.

FINAL PLATS

1. Each final plat must comply with the bulk and dimensional standards included in this MOU.
2. Final plats shall be submitted in accordance with Section 470.130 of the Unified Development Code.

TRANSPORTATION IMPROVEMENTS

1. Road Improvements

- a. Johnston Drive has been constructed prior to the development of the subdivision, and no additional road improvements are required. Curb cuts along Johnston Drive for access into the subdivision shall be done in accordance with the plans and specifications adopted by the City of Raymore.
- b. All other roads within the subdivision shall be constructed as local roads with a fifty foot (50') right-of-way.
- c. The internal roadways serving the development shall be built to City standards to be accepted by the City. Once the roadways are accepted by the City Council, the City will assume maintenance responsibilities of the roadways.

2. Pedestrian Improvements

- a. A five-foot (5') sidewalk shall be required along the north side of Johnston Drive, providing a connection between S. Darrowby Drive and Dean Avenue.
- b. A five-foot (5') sidewalk shall be constructed as part of the installation of public improvements by the Sub-Divider on the common area tracts contained within a phase for which public

improvements are being installed.

STREETLIGHT IMPROVEMENTS

1. Sub-Divider shall be responsible for the design and installation of street lights within the subdivision along internal roadways, and along Johnston Drive. Sub-Divider shall submit a street light plan for review as part of the public improvements, and such lights shall be installed and accepted by the City prior to the issuance of any building permits in the subdivision.

SANITARY SEWER IMPROVEMENTS

1. Sanitary sewer service shall be provided to each lot by the Sub-Divider. The 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. If applicable, the sanitary sewer shall be of sufficient size and depth to serve the tributary area identified in the City's Comprehensive Sewer Plan.
4. All improvements must be approved by the City, constructed to City standards, and inspected by the City; and Sub-Divider agrees to dedicate easements to the City in compliance with City standards for utility easements.

WATER MAIN IMPROVEMENTS

1. The development is located within the territorial area of the City of Raymore, and shall be served by the City of Raymore. Sub-Divider shall be responsible for extending water service utilities within the subdivision.
2. All improvements to the water service system shall comply with the requirements of the City of Raymore, and the requirements of the South Metropolitan Fire Protection District.

STORMWATER IMPROVEMENTS

*Timber Ridge Subdivision
Memorandum of Understanding*

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

COMMON AREAS, OPEN SPACE & MAINTENANCE

1. Common area tracts or open space shall be provided in accordance with the Preliminary Plat.
2. All privately owned open space, common area, or future amenity shall be constructed and maintained by the Sub-Divider.

SIGNAGE

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

FLOODPLAIN

1. No portion of any platted lot shall encroach into the Federal Emergency Management Agency (FEMA) floodplain or the 100-year flood elevation for areas not identified as special flood hazard areas. Common area tracts are allowed to encroach into the floodplain.
2. No land disturbance activities or removal of any trees shall occur within the floodplain area except for:
 - a. work to install the necessary outlet structures for the stormwater detention facilities; or

- b. work necessary for implementation of any stream enhancements required for the development.
3. Construction fencing or a similar barrier shall be installed to discourage construction equipment and activity from occurring within the floodplain area and to provide protection for existing tree canopy.

PARKLAND DEDICATION

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

The Parks and Recreation Board has determined that "Cash in lieu of land donation" is the most appropriate method of satisfying the requirements of this section. The total Cash in lieu of land donation for the subdivision is \$92,500, which equates to \$2,642.85 per lot, or \$1,321.42 per dwelling unit.

Payment of the Parkland Dedication Fee in Lieu shall be paid in accordance with Section 445.040(H) of the Unified Development Code. Credits for any pedestrian or park improvements intended for future public use may be granted credit against the Parkland Dedication Fee in Lieu, at the discretion of the The Parks and Recreation Board.

INSTALLATION AND MAINTENANCE OF PUBLIC IMPROVEMENTS

1. Before the installation of any public improvements for a Platted Area, Sub-Divider shall have all engineering plans approved by the City of Raymore.
2. Prior to the issuance of any building permits, Sub-Divider shall install all public improvements necessary to serve the applicable building as shown on approved engineering plans, and said improvements shall have been accepted by the Raymore City Council.
3. The Sub-Divider shall be responsible for the installation and maintenance of all improvements as shown on the approved engineering plans of the subdivision for a period of two years after acceptance by the City, in accordance with the City specifications and policies. Said plans shall be on file with the City and shall reflect the development of said subdivision. Said plans shall include but are not

exclusive to sanitary sewer system, storm drainage system and channel improvements, erosion control, MBF elevations and water distribution systems.

4. The Sub-Divider shall be responsible for the installation of all improvements in accordance with the approved engineering plans. The Sub-Divider hereby agrees to indemnify and hold harmless the City and its past, present and future employees, officers and agents from any and all claims arising from the construction of the improvements located on Sub-Divider's property or from the City's inspection or lack of inspection of the plans, specifications and construction relating to the improvements to be placed on the Sub-Divider's property. Sub-Divider hereby agrees to pay to the City all damages, costs and reasonable attorney's fees incurred by the City and its employees, officers and agents in defending said claims.

FEES, BONDS AND INSURANCE

1. The Sub-Divider agrees to pay to the City a one percent (1%) Plan Review Fee and five percent (5%) Construction Inspection Fee based on the contract development costs of all public improvements as shown on approved engineering plans of said subdivision at such time that a final plat application is filed for the 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 to the City a \$9 per acre fee for the placement and maintenance of outdoor warning sirens.
4. Per Ordinance #20004, the license (excise) tax for building contractors will be charged at the time of building permits at the applicable rate at the time each building permit application is approved.

GENERAL PROVISIONS

1. The parties agree that execution of this agreement in no way constitutes a waiver of any requirements of applicable City ordinances with which Sub-Divider must comply and does not in any way constitute prior approval of any future proposal for development.

2. The covenants contained herein shall run with the land described in this agreement and shall be binding and inure to the benefit of the parties hereto and their successors or assigns and on any future and subsequent purchasers of the property.
3. This agreement shall constitute the complete agreement between the parties and any modification hereof shall be in writing, subject to the approval of the parties.
4. If, at any time, any part hereof has been breached by Sub-Divider, the City may withhold approval of any or all building permits, or suspend or revoke any issued permits, applied for in the development, until the breach or breaches has or have been cured to the satisfaction of the City.
5. This agreement shall be recorded by the City and its covenants shall run with the land and shall bind the parties, their successors and assigns, in interest and title.
6. Any provision of this agreement which is not enforceable according to law will be severed heretofore and the remaining provisions shall be enforced to the fullest extent permitted by law. The terms of this agreement shall be construed and interpreted according to the laws of the State of Missouri. Venue for any dispute arising from, or interpretation of this agreement shall be in the Circuit Court of Cass County, Missouri.
7. The undersigned represent that they each have the authority and capacity from the respective parties to execute this Agreement. This Agreement shall not be effective until approved by the City Council of the City of Raymore, Missouri.
8. Whenever in this agreement it shall be required or permitted that notice or demand be given or served by either party to this agreement to or on the other party, such notice or demand shall be delivered personally or mailed by First Class United States mail to the addresses hereinafter set forth. Such notice or demand shall be deemed timely given when delivered personally or when deposited in the mail in accordance with the above.

If to the City, at:

City Manager
100 Municipal Circle
Raymore, MO 64083

If to Grantor at:

Site360 LLC
1813 SW Fountain Drive
Lee's Summit, MO 64086

*Timber Ridge Subdivision
Memorandum of Understanding*

10

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

(SEAL)

THE CITY OF RAYMORE, MISSOURI

Jim Feuerborn, City Manager

Attest:

Erica Hill, City Clerk

Sub-Divider – Signature

Printed Name

Sub-Divider – Signature

Printed Name

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

Stamp:

Notary Public: _____ My Commission Expires: _____

*Timber Ridge Subdivision
Memorandum of Understanding*

EXHIBIT A
Preliminary Plat

draft

EXHIBIT B

Architectural Elevations and Building Layouts

draft

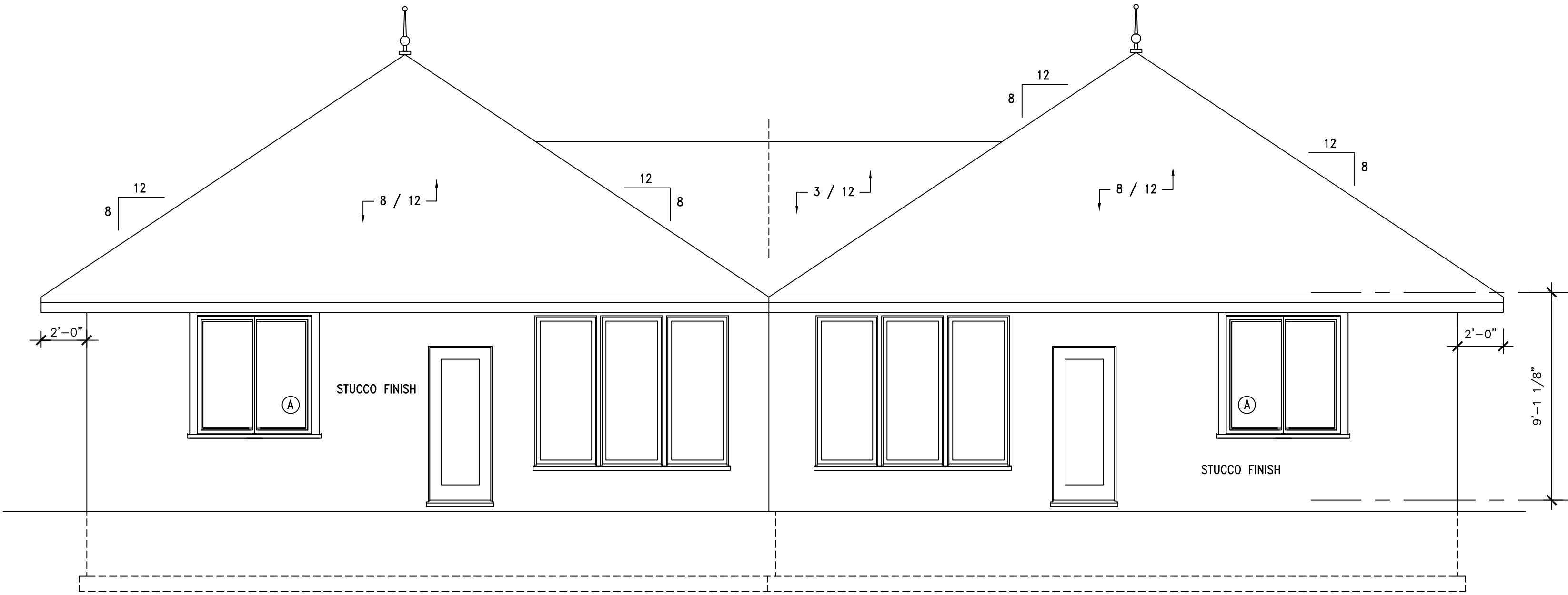




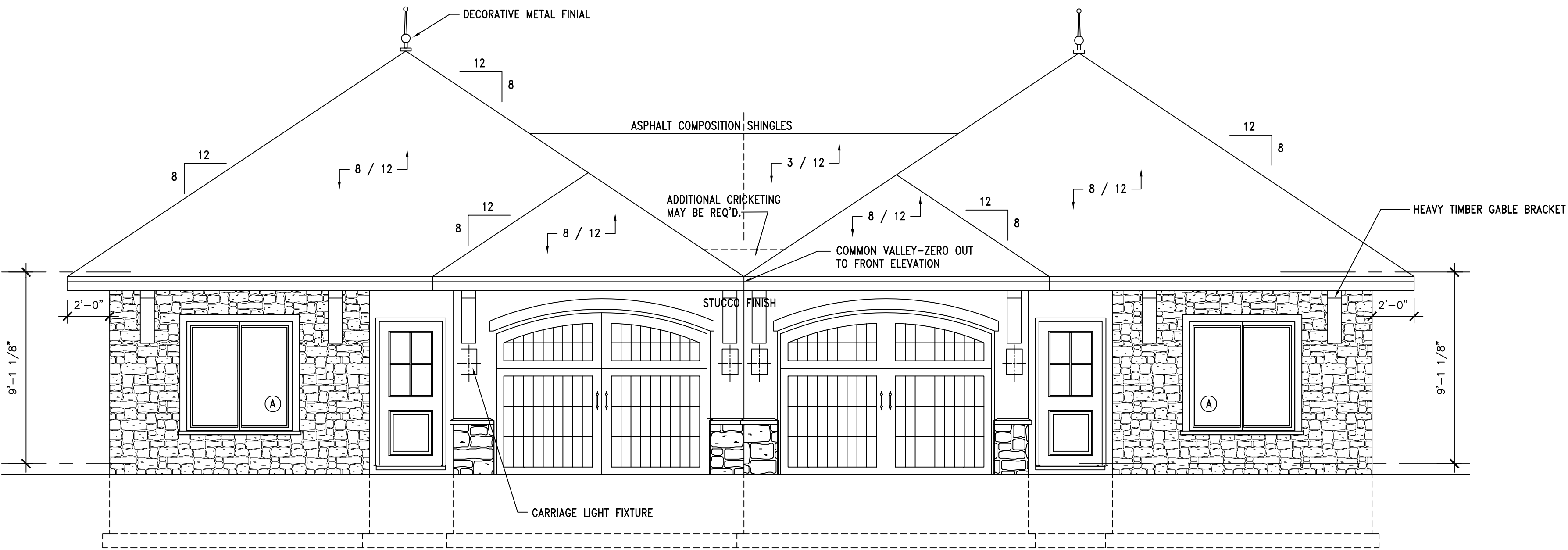


2018 IRC BUILDING CODE COMPLIANCE
THESE DRAWINGS HAVE BEEN PREPARED WITH RESPECT TO
COMPLIANCE OF THE 2018 IRC AND NEC 2017
ANY REFERENCES FOUND NOT CORRECTLY IDENTIFIED TO
THESE CODES SHALL BE BROUGHT TO THE ATTENTION OF
THE DESIGN PROFESSIONAL

SQUARE FOOTAGE CALCULATIONS
RIGHT UNIT = 1,243 GSF
LEFT UNIT = 1,242 GSF
RIGHT GARAGE = 342 GSF
LEFT GARAGE = 341 GSF
DUPLEX TOTAL FOOTPRINT = 3,272 GSF



B SIDE ELEVATION
1/4" = 1'-0"



A FRONT ELEVATION
1/4" = 1'-0"

DUPLEX SLAB 3848

DATE: 10-05-2024
SUBDIVISION: _____
PLOT #: _____

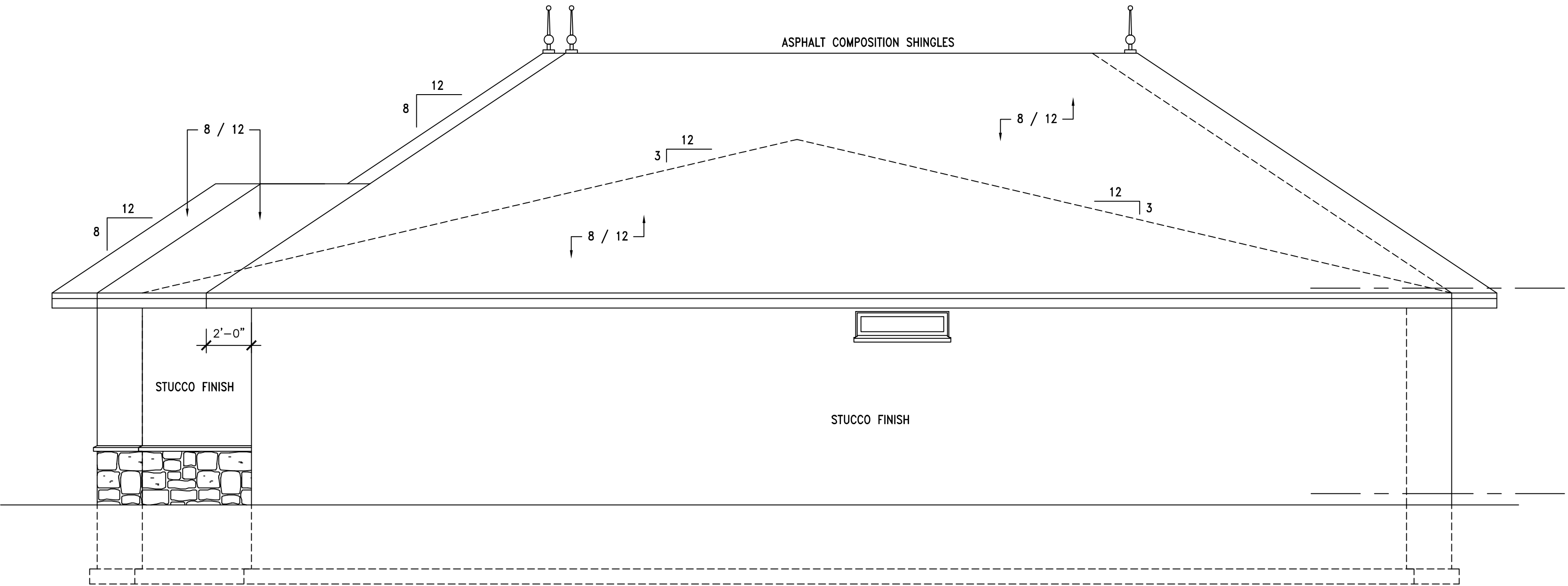
REVISION	DATE

ISSUED: PERMIT/CONSTRUCTION

A1



D U P L E X S L A B 3 8 4 8



A

SIDE ELEVATION

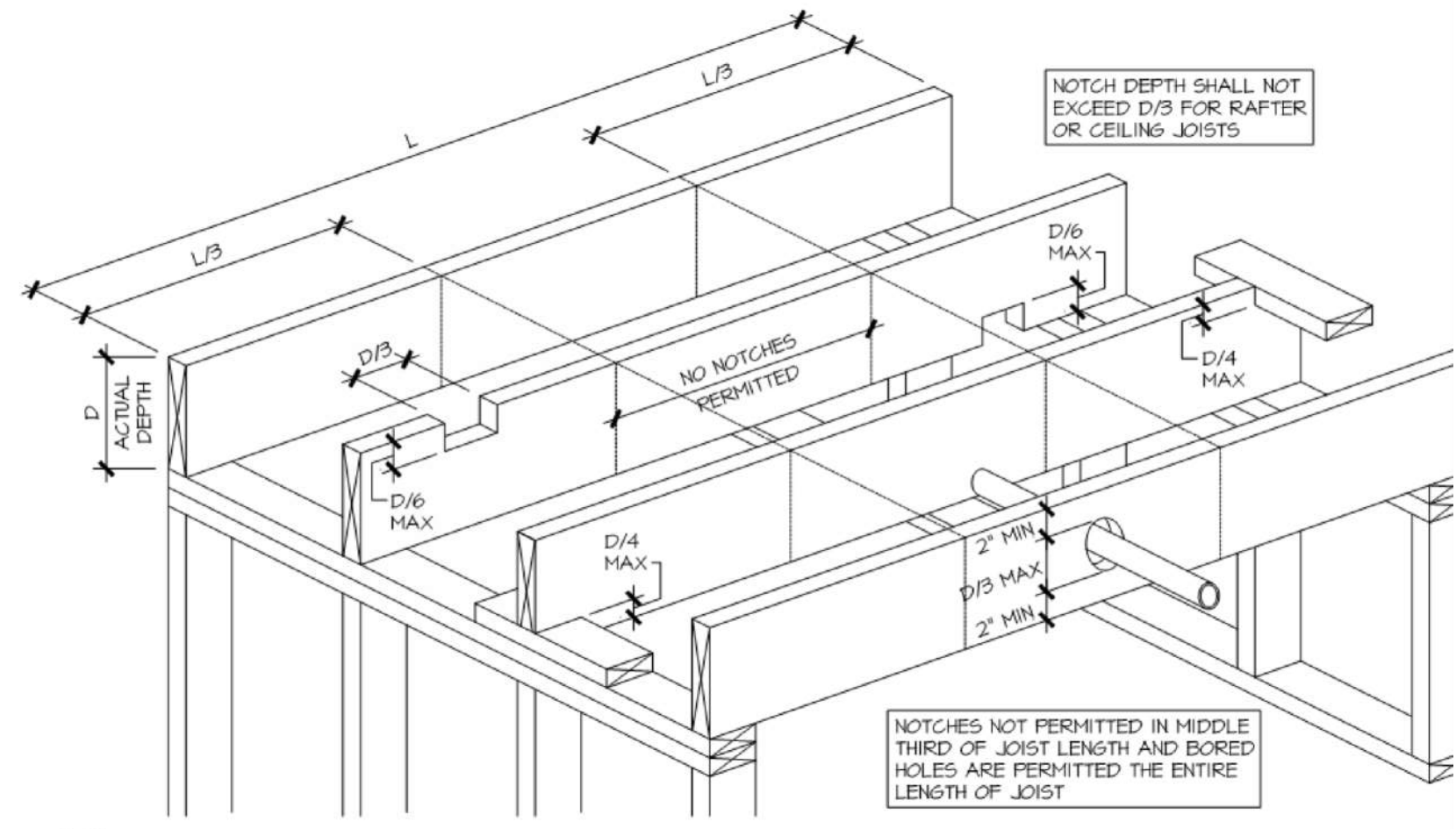
1/4" = 1'-0"

DATE: 10-05-2024
SUBDIVISION: _____
PLOT #: _____

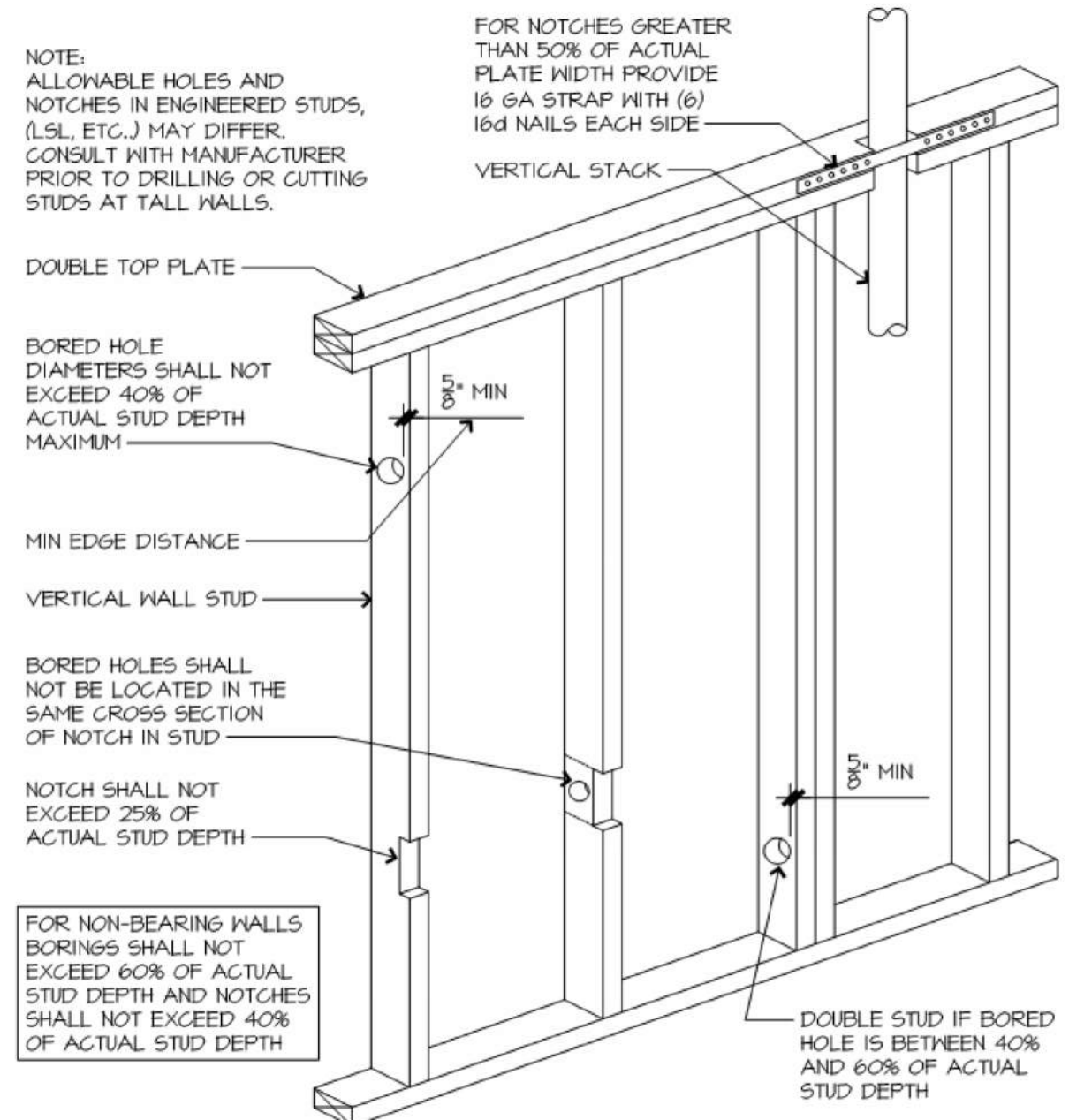
REVISION	DATE

ISSUED: PERMIT/CONSTRUCTION

A2



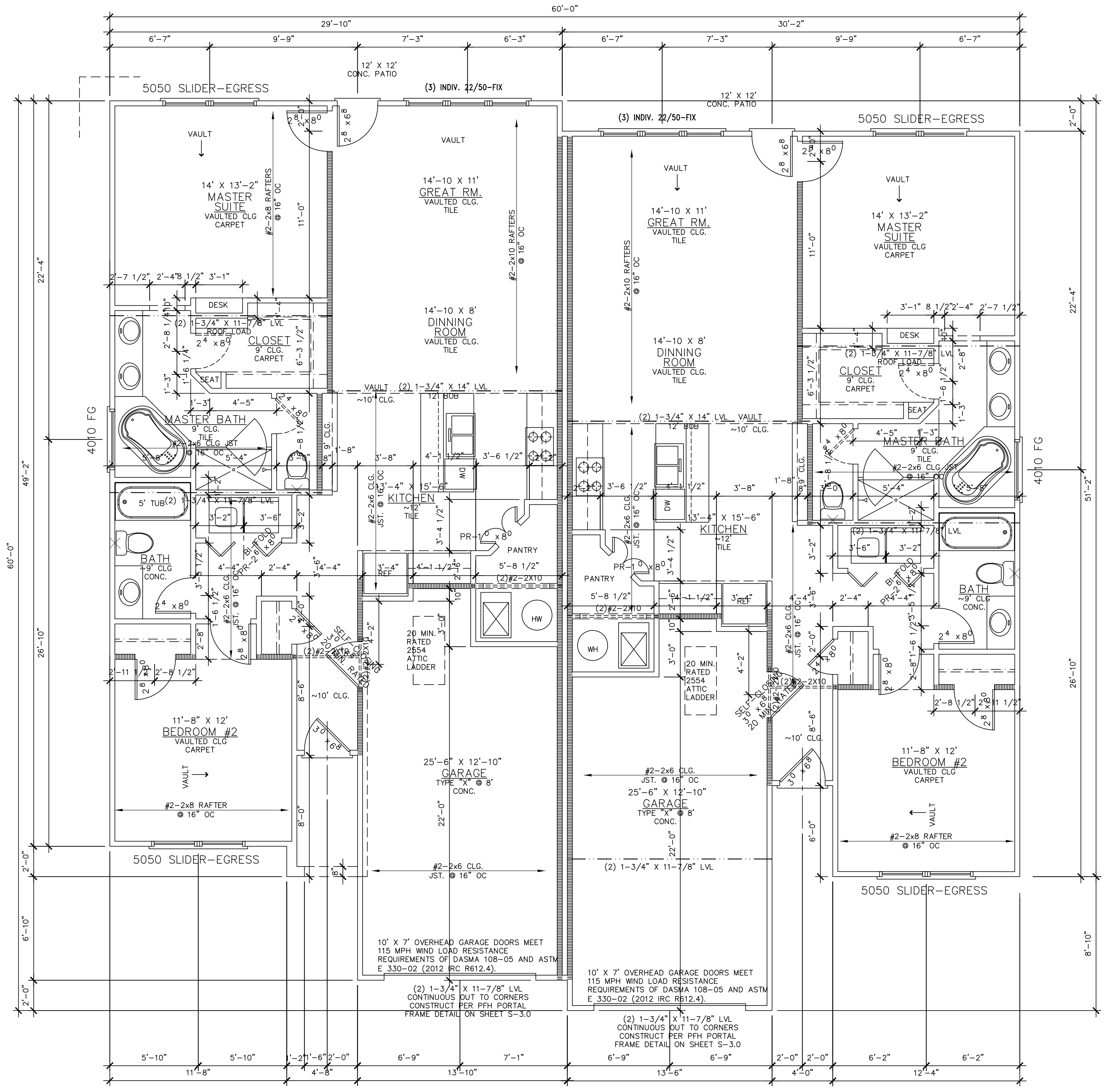
C NOTCHING AND BORING CEILING AND FLOOR JOISTS
N.T.S.



B PARTITION NOTCHING REQUIREMENTS
N.T.S.

2018 INT. ENERGY CONSERVATION CODE (2018-CH. 11)	
DOORS & WINDOWS:	U-0.35 MAX (HEAT GAIN MAX 0.25)
SKYLIGHTS:	U-0.55 MAX
ATTIC CEILINGS:	R-49 MIN.
WOOD FRAME WALLS:	20 OR 13 + 5 MIN.
FLOOR (OVER UNHEATED):	R-19 MIN
SLAB ON GRADE:	R-10 FOR 24" IN
VAULTED CEILINGS:	R-38 (SEE DETAIL)
CRAWL SPACE:	R-10
BASEMENT WALLS:	R-10 CONT OR R-13 CAVITY
DUCTWORK:	R-8
FUEL FIRED FURNACE:	90% AFUE MIN.
ELECTRIC FURNACE:	NO MINIMUM
COOLING SYSTEM:	13 SEER MIN.
WATER HEATER:	
GAS FIRED STORAGE:	0.67 EF MIN
GAS FIRED INSTANT:	0.62 EF MIN
ELECTRIC STORAGE:	0.97 EF MIN
ELECTRIC INSTANT:	0.93 EF MIN

AN ENERGY EFFICIENT CERTIFICATE IS REQUIRED TO BE POSTED IN OR ON THE ELECTRICAL PANEL BEFORE FINAL INSPECTION. THE CERTIFICATE WILL BE PROVIDED WITH ALL NEW RESIDENTIAL PERMITS. IT IS THE PERMIT HOLDER/CONTRACTOR'S RESPONSIBILITY TO ENSURE THE CERTIFICATE HAS ACCURATE INFORMATION & IS POSTED BEFORE FINAL INSPECTION. OWNER/CONTRACTOR IS RESPONSIBLE FOR MEETING THE PRESCRIPTIVE REQUIREMENTS OF IRC CHAPTER 11 UNLESS A HERS INDEX ANALYSIS FOR PERFORMANCE COMPLIANCE BASED ON THE PLANS IS SUBMITTED TO THE AHJ FOR APPROVAL.

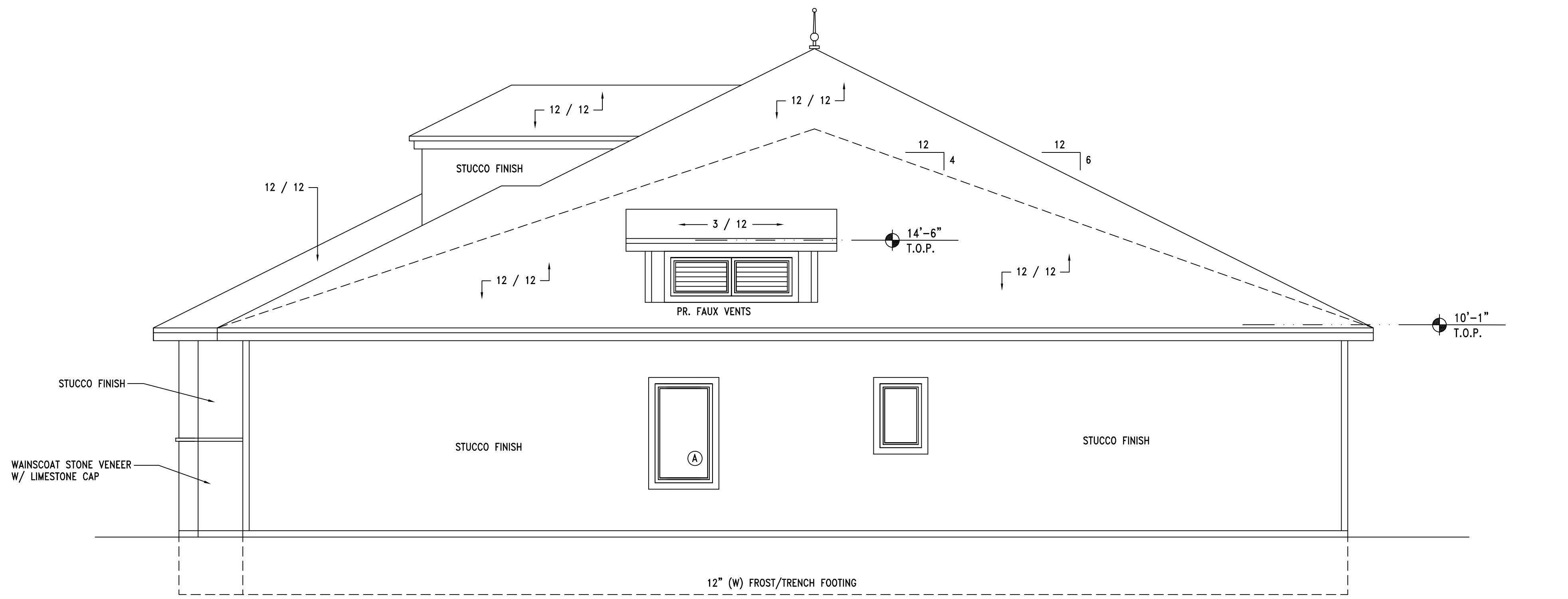


CEILING JOIST/ATTIC LOADS
CEILING JOIST ALLOWABLE SPANS ARE BASED ON IRC TABLE R802.4(1) FOR UNHABITABLE ATTICS WITH NO STORAGE UTILIZING L.L. = 10 PSF AND D.L. = 5 PSF

A MIAN LEVEL FLOOR PLAN
1/4" = 1'-0"

2018 IRC BUILDING CODE COMPLIANCE
THESE DRAWINGS HAVE BEEN PREPARED WITH RESPECT TO
COMPLIANCE OF THE 2018 IRC AND NEC 2017
ANY REFERENCES FOUND NOT CORRECTLY IDENTIFIED TO
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THE DESIGN PROFESSIONAL

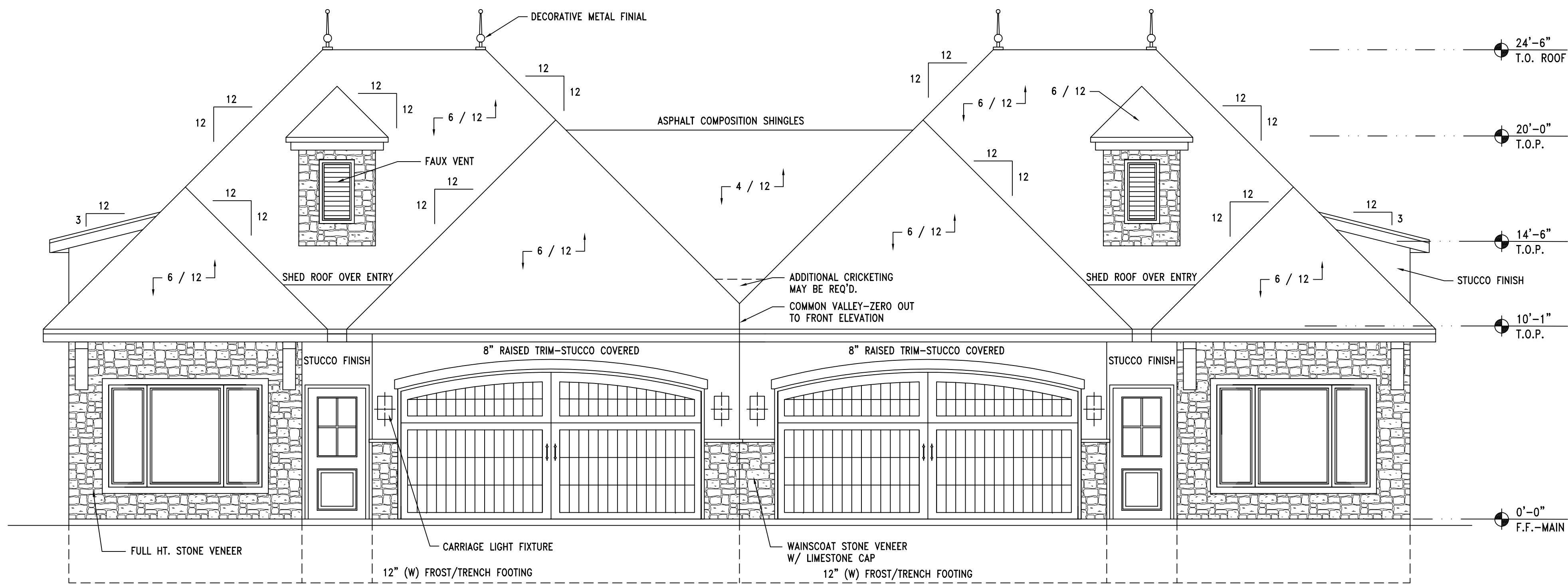
SQUARE FOOTAGE CALCULATIONS
RIGHT UNIT = 1,627 GSF
LEFT UNIT = 1,627 GSF
RIGHT 2-CAR GARAGE = 423 GSF
LEFT 2-CAR GARAGE = 442 GSF
RIGHT COVERED ENTRY = 25 GSF
LEFT COVERED ENTRY = 30 GSF
DUPLIX TOTAL FOOTPRINT = 4,174 GSF



B SIDE ELEVATION

1/4" = 1'-0"

EMERGENCY ESCAPE WINDOWS-
44" MAX. TO LOWEST PORTION
& MIN. 5.7 SQUARE FEET OF
WINDOW OPENING



A FRONT ELEVATION

1/4" = 1'-0"

DATE: 10-05-2024
SUBDIVISION:
PLOT #:

REVISION	DATE

ISSUED: PERMIT/CONSTRUCTION

A1
SHEET 1 OF 9

DUPLIX SLAB 3848



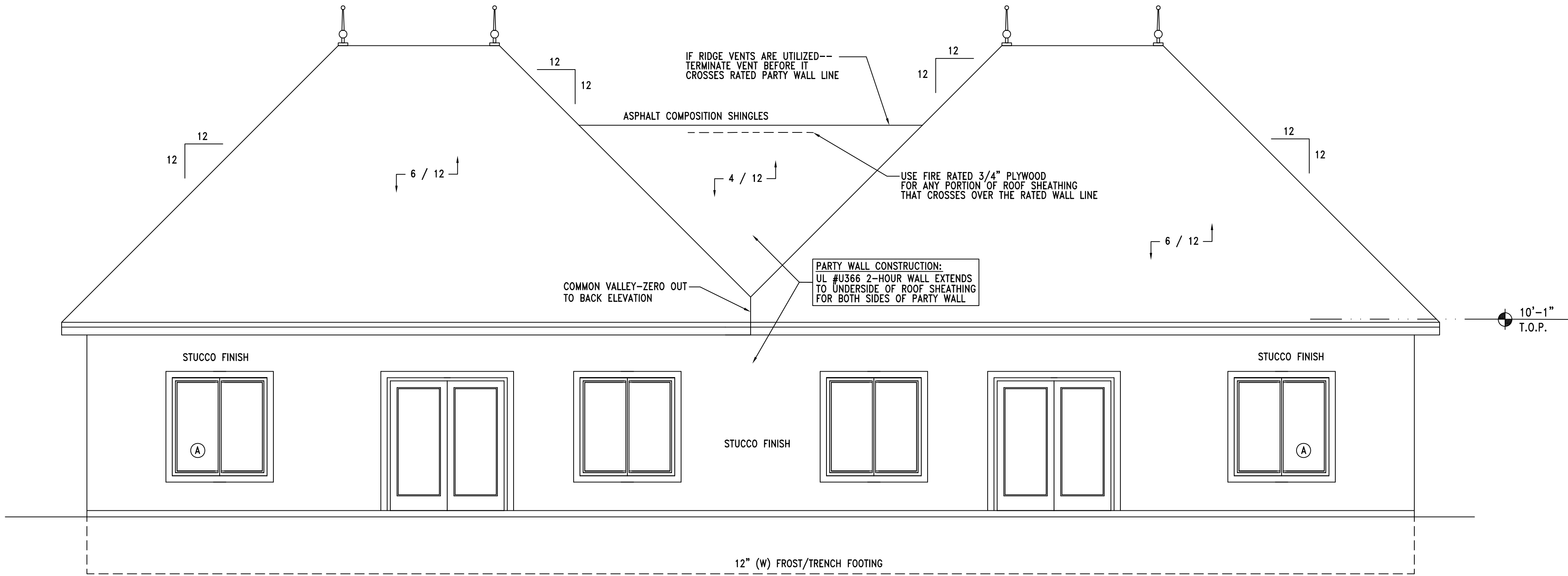
D U P L E X S L A B 3 8 4 8

DATE: 10-05-2024
SUBDIVISION: _____
PLOT #: _____

REVISION	DATE

ISSUED: PERMIT/CONSTRUCTION

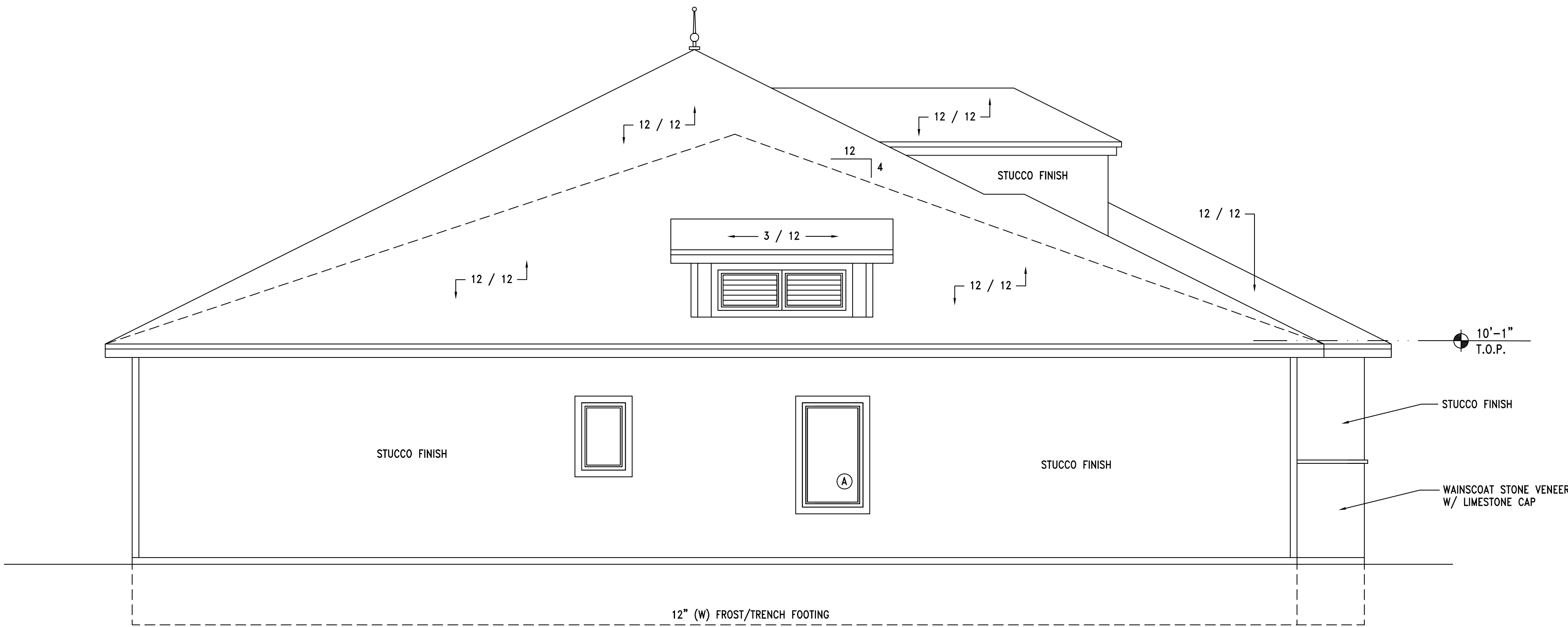
A2
SHEET 2 OF 9



B REAR ELEVATION

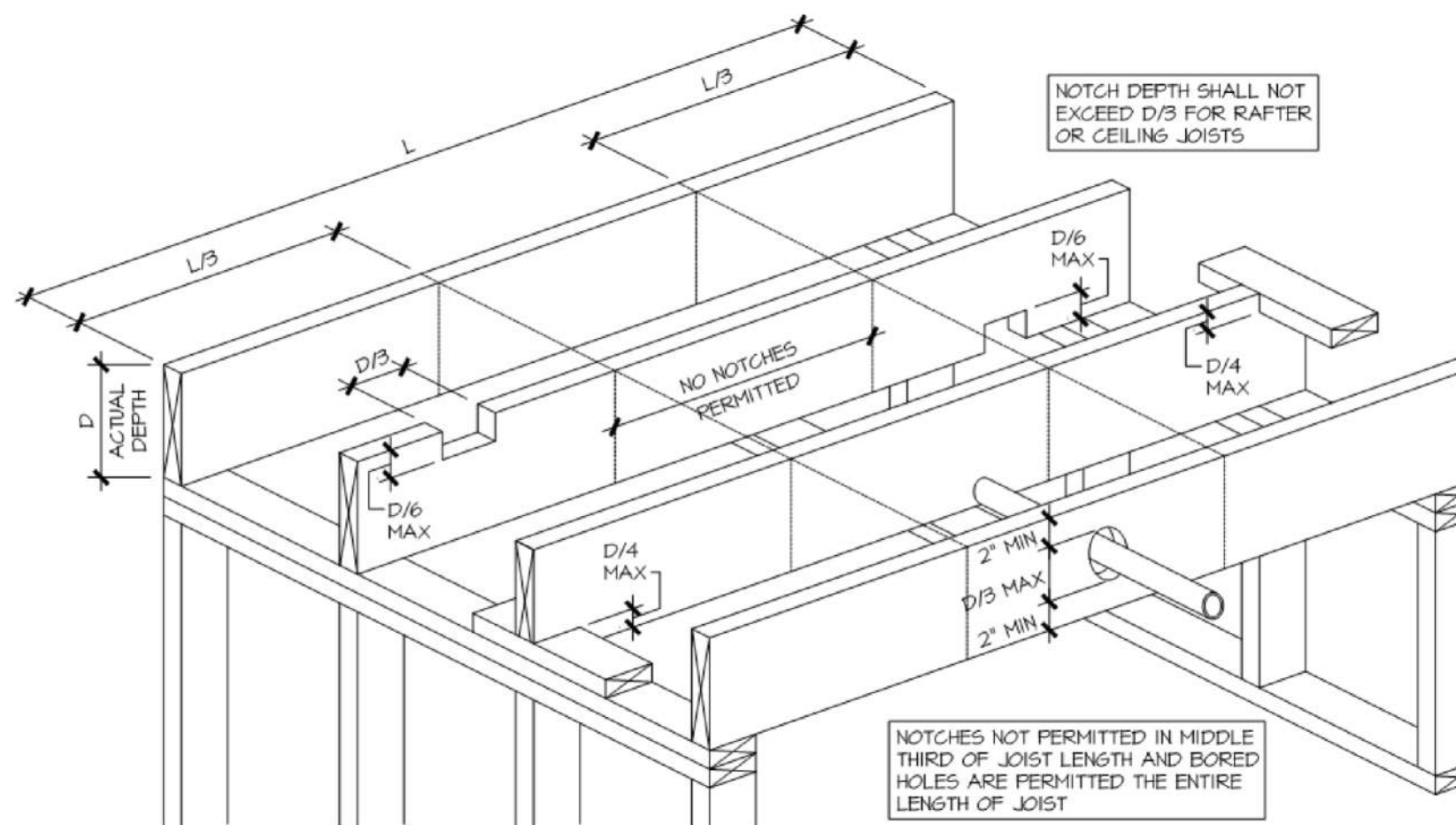
1/4" = 1'-0"

A EMERGENCY ESCAPE WINDOWS--
44" MAX. TO LOWEST PORTION
& MIN. 5.7 SQUARE FEET OF
WINDOW OPENING

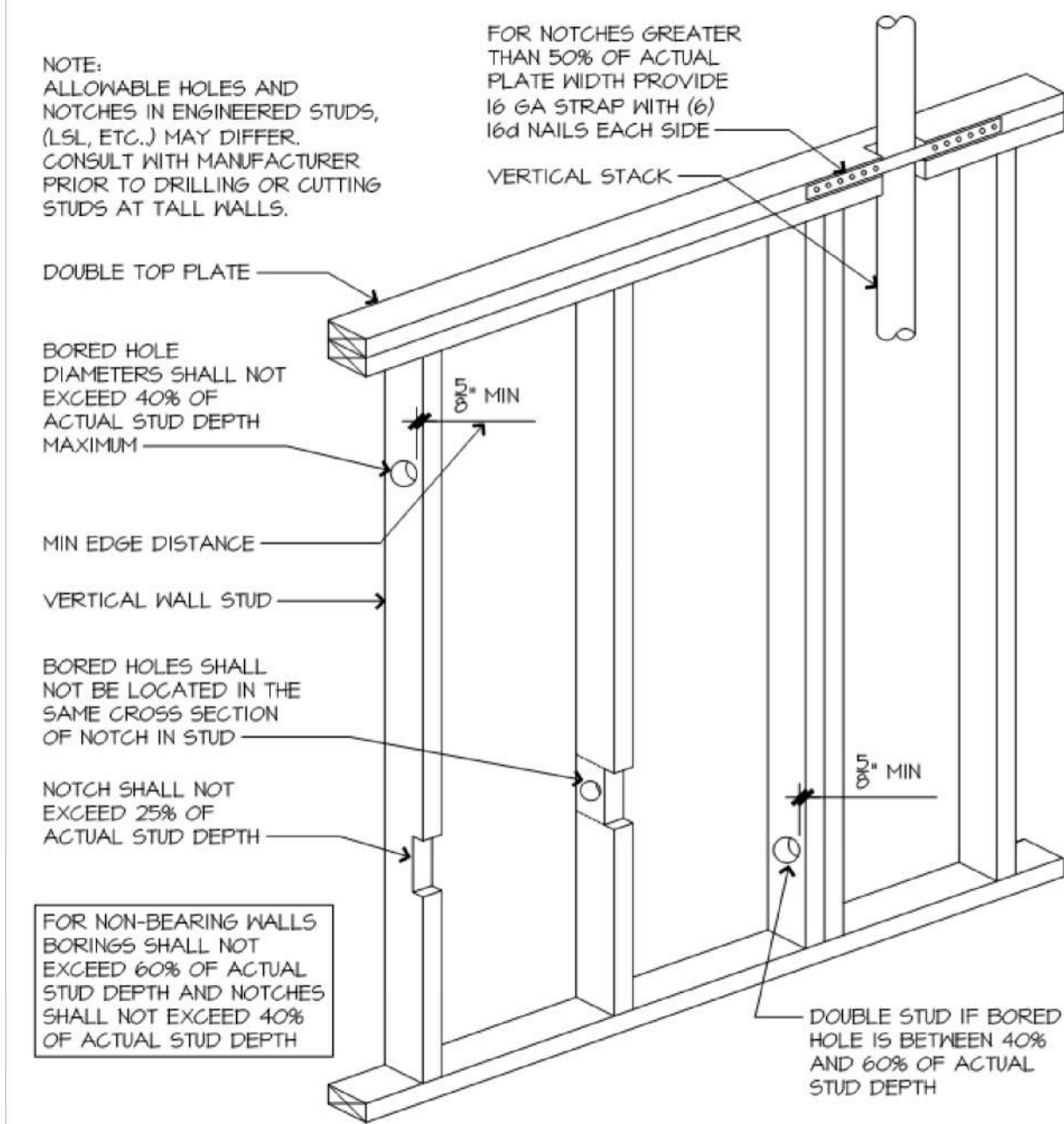


A SIDE ELEVATION

1/4" = 1'-0"



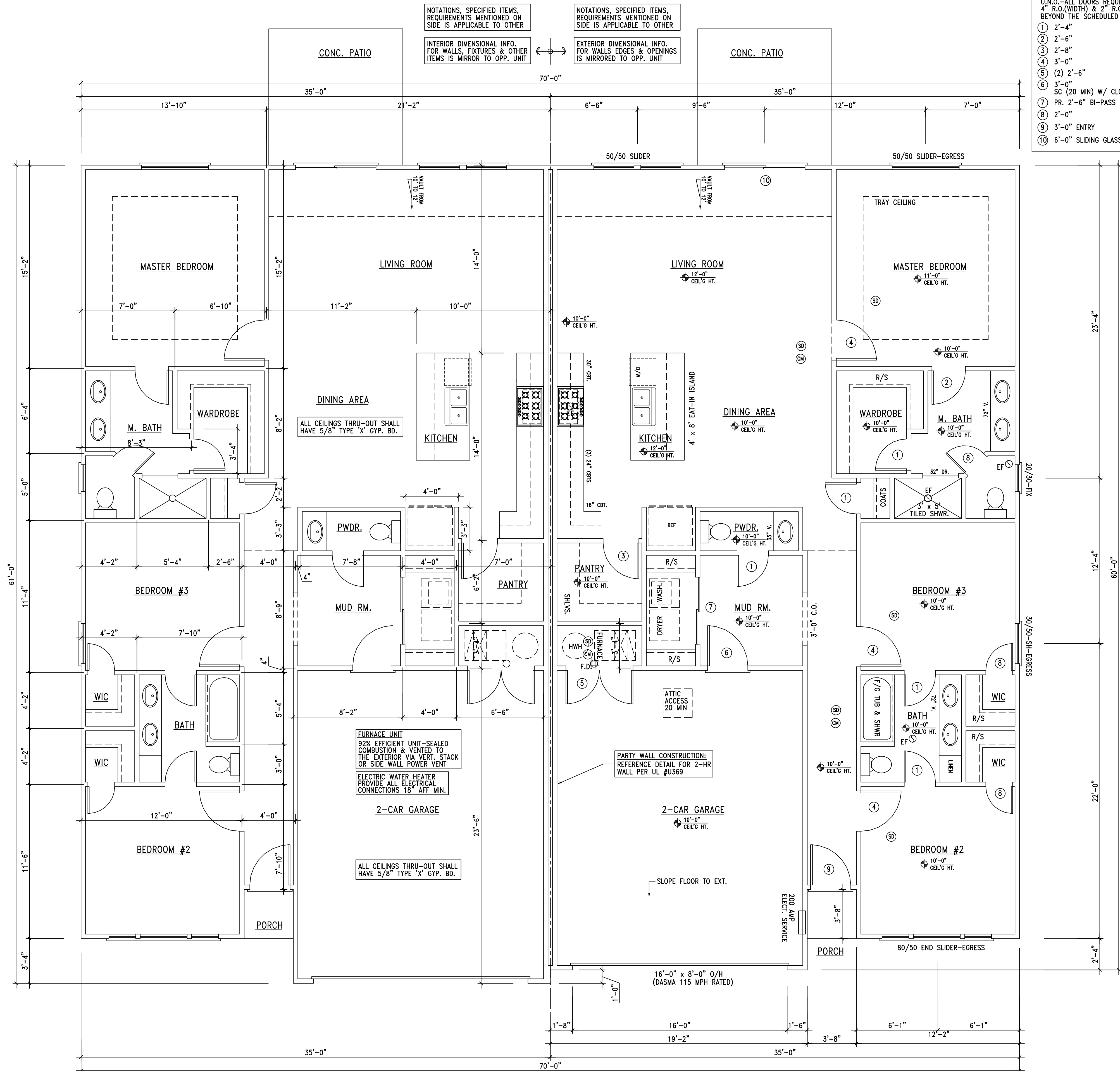
C NOTCHING AND BORING CEILING AND FLOOR JOISTS
N.T.S.



B PARTITION NOTCHING REQUIREMENTS
N.T.S.

2018 INT. ENERGY CONSERVATION CODE (2018-CH. 11)	
DOORS & WINDOWS:	U-0.35 MAX (HEAT GAIN MAX 0.25)
SKYLIGHTS:	U-0.55 MAX
ATTIC CEILINGS:	R-49 MIN.
WOOD FRAME WALLS:	20 OR 13 + 5 MIN.
FLOOR (OVER UNHEATED):	R-19 MIN
SLAB ON GRADE:	R-10 FOR 24" IN
VAULTED CEILINGS:	R-38 (SEE DETAIL)
CRAWL SPACE:	R-10
BASEMENT WALLS:	R-10 CONT OR R-13 CAVITY
DUCTWORK:	R-8
FUEL FIRED FURNACE:	90% AFUE MIN.
ELECTRIC FURNACE:	NO MINIMUM
COOLING SYSTEM:	13 SEER MIN.
WATER HEATER:	
GAS FIRED STORAGE:	0.67 EF MIN
GAS FIRED INSTANT:	0.62 EF MIN
ELECTRIC STORAGE:	0.97 EF MIN
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A MIAN LEVEL FLOOR PLAN

1/4" = 1'-0"

INTERIOR DOOR SCHEDULE	
*ALL DOORS ARE 80" HEIGHT	
U.N.O.-ALL DOORS REQUIRE	
4" R.O.(WIDTH) & 2" R.O.(HT.)	
BEYOND THE SCHEDULED SIZE	
1	2'-4"
2	2'-6"
3	2'-8"
4	3'-0"
5	(2) 2'-6"
6	3'-0"
7	SC (20 MIN) W/ CLOSER
8	PR. 2'-6" BI-PASS
9	3'-0" ENTRY
10	6'-0" SLIDING GLASS



DUPLX SLAB 3848

DATE: 10-05-2024
SUBDIVISION:
PLOT #:

REVISION	DATE

ISSUED: PERMIT/CONSTRUCTION

A3

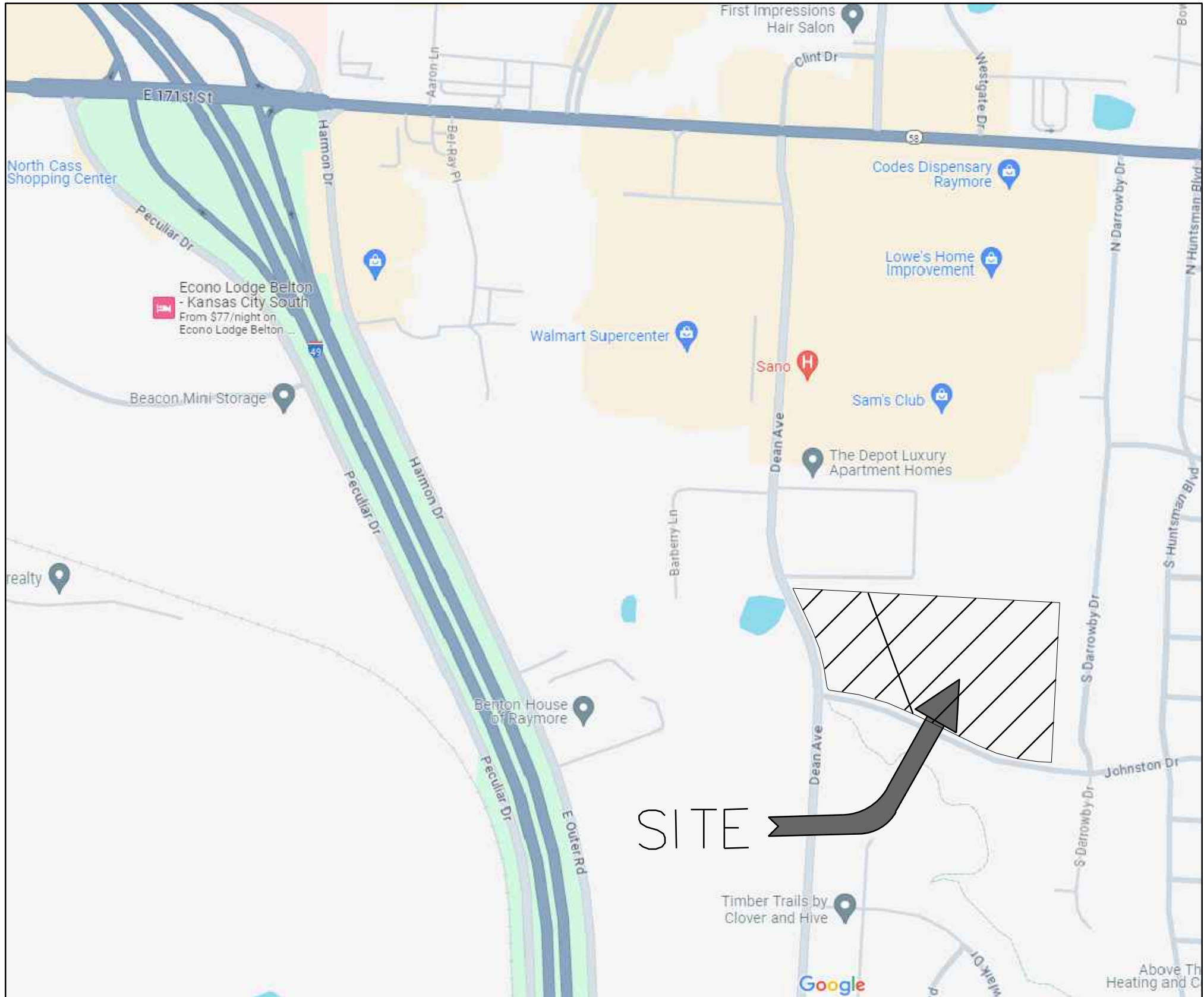
SHEET 3 OF 9

Timber Ridge

DEVELOPMENT PLAN

Part of the NW 1/4 Section 17, Township 46 N, Range 31 W

RAYMORE, CASS COUNTY, MISSOURI



- LEGEND:**
 B/L – BUILDING SET-BACK
 C/A – COMMON AREA
 D/E – DRAINAGE EASEMENT
 FND. – FOUND
 L/E – LANDSCAPE EASEMENT
 L.N.A. – LIMITS OF NO ACCESS
 R/W – RIGHT OF WAY
 SAN – SANITARY SEWER LINE
 S/W – SIDEWALK
 U/E – UTILITY EASEMENT
 W – WATER LINE
 ST – STORM SEWER LINE

- INDEX OF SHEETS:**
 C.001 ~ COVER SHEET
 C.100 ~ SITE PLAN
 C.101 ~ DIMENSION PLAN
 C.102 ~ PRELIMINARY PLAT
 C.200 ~ GRADING PLAN
 C.300 ~ UTILITY PLAN
 L.100 ~ LANDSCAPE PLAN
 L.101 ~ LANDSCAPE DETAILS

UTILITY COMPANIES:

THE FOLLOWING LIST OF UTILITY COMPANIES IS PROVIDED FOR INFORMATION ONLY. WE DO NOT OFFER ANY GUARANTEE OR WARRANTY THAT THIS LIST IS COMPLETE OR ACCURATE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING ALL UTILITY COMPANIES THAT MAY BE AFFECTED BY THE PROPOSED CONSTRUCTION AND VERIFYING THE ACTUAL LOCATION OF EACH UTILITY LINE. THE CONTRACTOR SHALL NOTIFY ENGINEERING SOLUTIONS AT 816.623.9888 OF ANY CONFLICT WITH PROPOSED IMPROVEMENTS.
 Evergy, Inc. ~ 888-471-5275
 Spire Inc. ~ 800-582-1234
 AT&T ~ 761-5011
 Xfinity/Comcast ~ 795-1100
 CITY OF RAYMORE PUBLIC WORKS ~ 331-1852
 CITY OF RAYMORE WATER UTILITIES ~ 331-5182
 MISSOURI ONE CALL (DIG RITE) ~ 1-800-344-7483

PROPERTY DESCRIPTION

Site Data Table

Total Area 17.01 acres (741,030.98 sq. ft.)

Proposed Site
 Site Area 17.01 Acres
 Building 218,732 sq. ft.
 Driveway 61,376 sq. ft.
 Street 58,090 sq. ft.
 Impervious Area 344,198 sq. ft. (46.4% of Site)
 Landscape Area 289,113.13 sq. ft. (36.3% of Site)

Total Units 70
 Total Lots 35
 Density 4.12 units per acre

Section 445.030(F) Subdivision Adjacency Standards
 Foxhaven Subdivision 497 Lots (310 Dwelling Units)
 Average Lot Size 8,981 sf

Timber Ridge
 Lot Area 473,158.24 sf
 35 Lots (70 Dwelling Units)
 Average Lot Size 11,385
 Average Lot Size per Unit 5,692 sf

Comparison 5,692 / 8,981 (63.4%)

To Comply with the Adjacency Standards the development will utilized Rear Yard Matching and Landscaping per Code

Parking:
 136 Required
 136 Standard (0 ADA Accessible)

Provided
 Driveway 1 PER UNIT = 70
 Garage 1 PER UNIT = 70
 Total per Unit 70 UNITS x 2 = 140
 Common/Visitor 0
 Total Parking Spaces 140

Current Zoning: R-1P
 Proposed Zoning: R-2

Site Improvement Notes

Public Sanitary Sewer Improvements
 -The site will connect to the existing sanitary sewer onsite.

Public Water Main Improvements
 -The site will connect to the existing water main located on south side of the property.

Private Storm Sewer
 -Enclosed pipe systems and inlets will collect and convey the onsite storm water runoff and direct it toward the existing public storm sewer system.

Private Storm Water Detention
 -The site will provide detention.

Common Area
 -HOA will be responsible for all maintenance

SURVEY AND PLAT NOTES:
 THE SUBJECT PROPERTY SURVEYED LIES WITHIN A FLOOD ZONE DESIGNATED ZONE (X). AREAS LOCATED OUTSIDE THE 100 YEAR FLOOD PLAIN, PER F.E.M.A. MAP, COMMUNITY PANEL NO. 29037C0036F EFFECTIVE DATE: JANUARY 20, 2013.



Professional Registration
 Missouri
 Engineering 2005002186-D
 Surveying 2005008319-D
 Kansas
 Engineering E-1695
 Surveying LS-218
 Oklahoma
 Engineering 6254
 Nebraska
 Engineering CA2821

TIMBER RIDGE
 RAYMORE, CASS COUNTY, MISSOURI

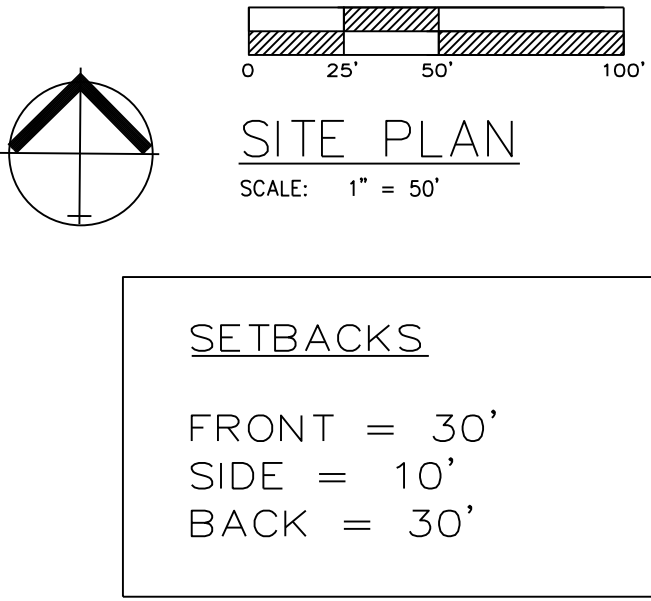
Project:
 TIMBER RIDGE,
 RAYMORE, MO
 Issue Date:
 July 18, 2024

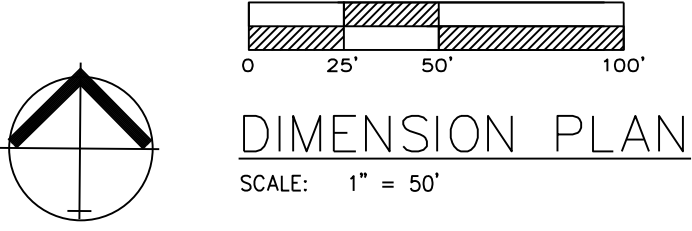
Cover Sheet
 Development Plans for:
 TIMBER RIDGE
 Raymore, Cass County, Missouri



Matthew J. Schlacht
 MO PE 2006019708
 KS PE 19071
 OK PE 25226
 NE PE E-14335

REVISIONS
 REV. 9/4/2024





DIMENSION PLAN
SCALE: 1" = 50'

ENGINEERING
ENGINEERING & SURVEYING
SOLUTIONS
50 SE 30TH STREET
LEE'S SUMMIT, MO 64082
P: (816) 623-9888 F: (816) 623-9849

Professional Registration
Missouri
Engineering 2005002186-D
Surveying 2005008319-D
Kansas
Engineering E-1695
Surveying LS-218
Oklahoma
Engineering 6254
Nebraska
Engineering CA2821

Project:
TIMBER RIDGE,
RAYMORE, MO

Issue Date:
July 19, 2024

Dimension Plan
Development Plans for:
TIMBER RIDGE
Raymore, Cass County, Missouri

TIMBER RIDGE
RAYMORE, CASS COUNTY, MISSOURI

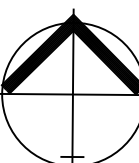
STATE OF MISSOURI
MATTHEW J. SCHLICHT
REGISTERED PROFESSIONAL ENGINEER
NUMBER 143335

Matthew J. Schlicht
MO PE 2006019708
KS PE 19071
OK PE 25226
NE PE E-143335

REVISIONS
REV. 9/4/2024

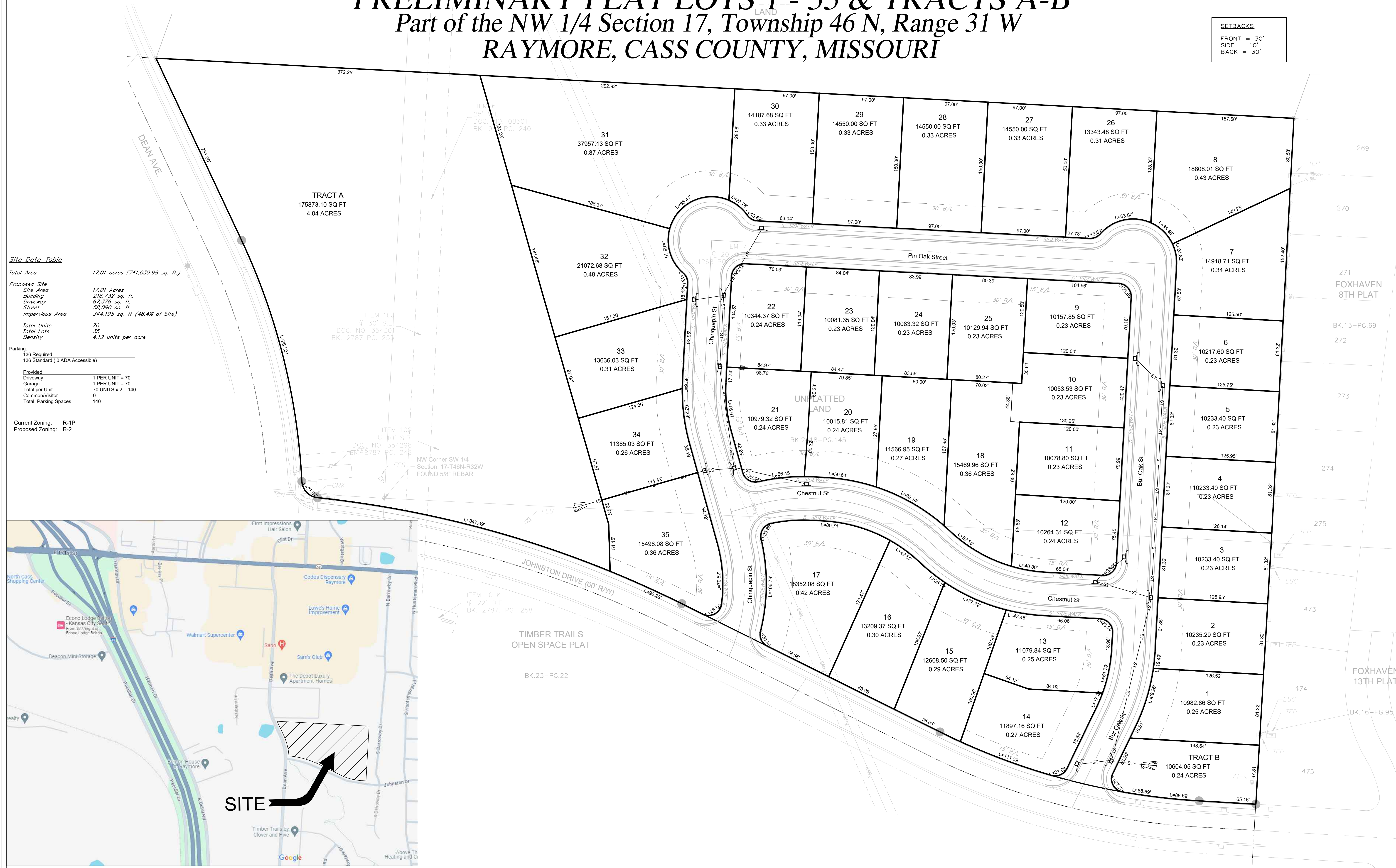
C.101

Timber Ridge
PRELIMINARY PLAT LOTS 1 - 35 & TRACTS A-B
Part of the NW 1/4 Section 17, Township 46 N, Range 31 W
RAYMORE, CASS COUNTY, MISSOURI



PRELIMINARY PLAT
SCALE: 1" = 50'

SETBACKS
FRONT = 30'
SIDE = 10'
BACK = 30'



Site Data Table

Total Area	17.01 acres (741,030.98 sq. ft.)
Proposed Site	17.01 Acres
Site Area	218,712 sq. ft.
Building	67,376 sq. ft.
Driveway	58,090 sq. ft.
Street	344,198 sq. ft. (46.4% of Site)
Impervious Area	
Total Units	70
Total Lots	35
Density	4.12 units per acre

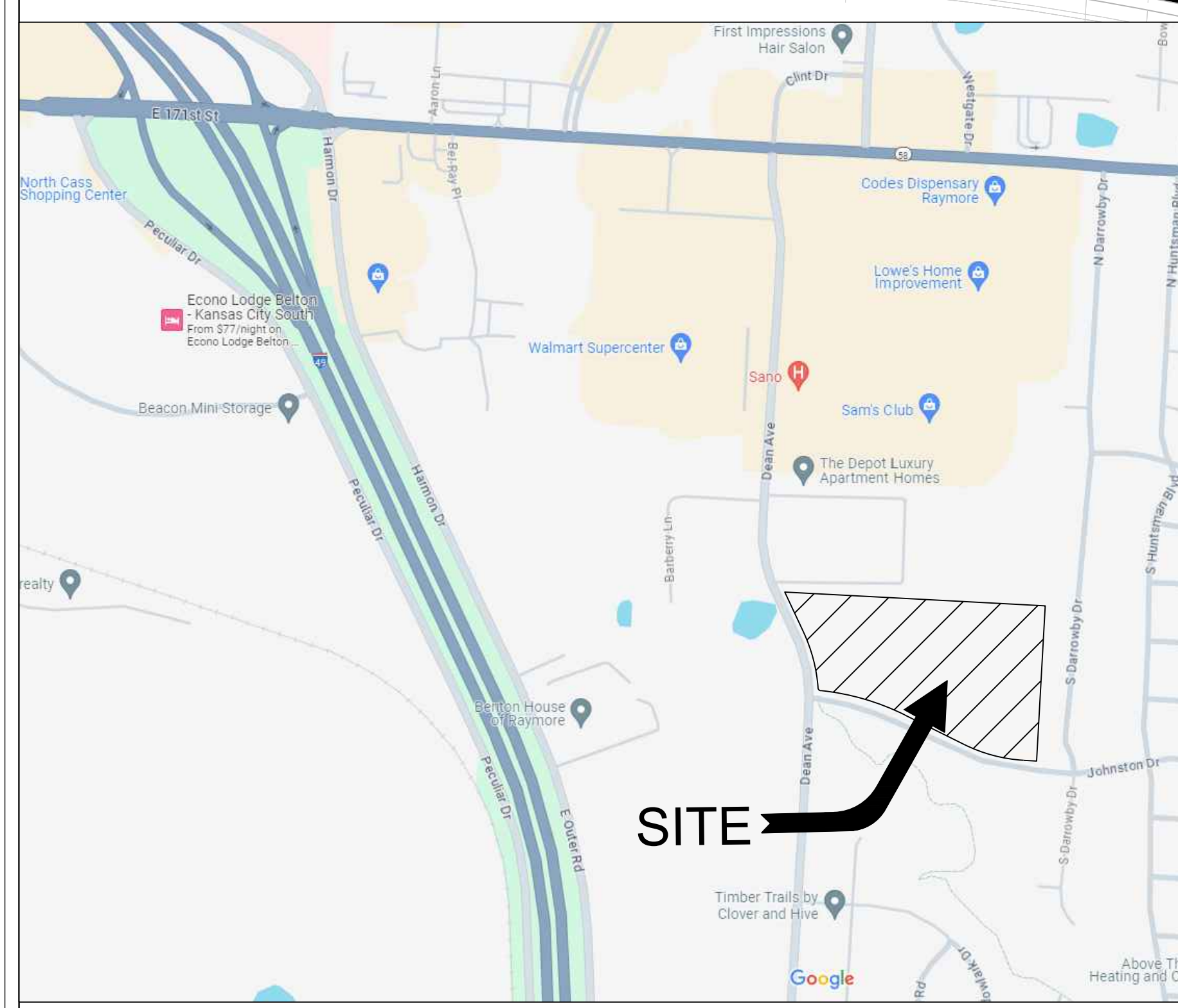
Parking:

136 Required	
136 Standard (0 ADA Accessible)	

Provided:

Driveway	1 PER UNIT = 70
Garage	1 PER UNIT = 70
Total per Unit	70 UNITS x 2 = 140
Common/Visitor	0
Total Parking Spaces	140

Current Zoning: R-1P
Proposed Zoning: R-2

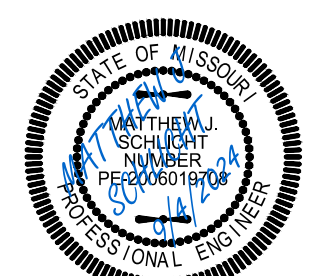


ENGINEERING SOLUTIONS
ENGINEERING & SURVEYING
50 SE 30TH STREET
LEE'S SUMMIT, MO 64082
P: (816) 623-9888 F: (816) 623-9849

Professional Registration
Missouri
Engineering 2005002186-D
Surveying 2005008319-D
Kansas
Engineering E-1685
Surveying LS-218
Oklahoma
Engineering 6254
Nebraska
Engineering CA2821

Project:
TIMBER RIDGE,
RAYMORE, MO
Issue Date:
July 19, 2024

PRELIMINARY PLAT
Development Plans for:
TIMBER RIDGE
Raymore, Cass County, Missouri



Matthew J. Schlicht
MO PE 0006019708
KS PE 19071
OK PE 25226
NE PE E-14335

REVISIONS
REV. 9/4/2024

C.102



ENGINEERING

ENGINEERING & SURVEYING

SOLUTIONS

50 SE 30TH STREET
LEE'S SUMMIT, MO 64082
P: (816) 623-9888 F: (816) 623-9849

Professional Registration

Missouri
Engineering 2005002186-D
Surveying 2005008319-D
Kansas
Engineering E-1695
Surveying LS-218
Oklahoma
Engineering 6254
Nebraska
Engineering CA2821

GRADING PLAN

Development Plans for:

TIMBER RIDGE

Raymore, Cass County, Missouri

Project:

TIMBER RIDGE,
RAYMORE, MO

Issue Date:

July 19, 2024

STATE OF MISSOURI

MATTHEW J. SCHLICHT

REGISTERED PROFESSIONAL ENGINEER

NUMBER 14335

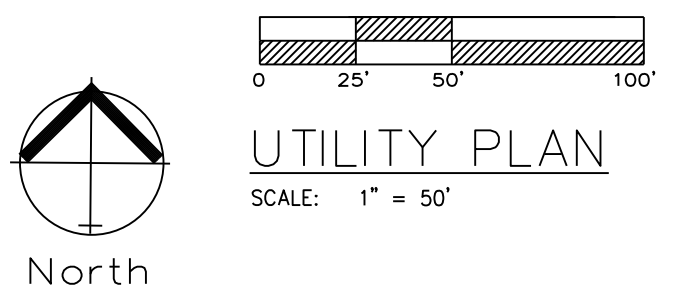
Matthew J. Schlicht
MO PE 2006019708
KS PE 19071
OK PE 25226
NE PE E-14335

REVISIONS

REV. 9/4/2024

C.200

Page 291 of 353

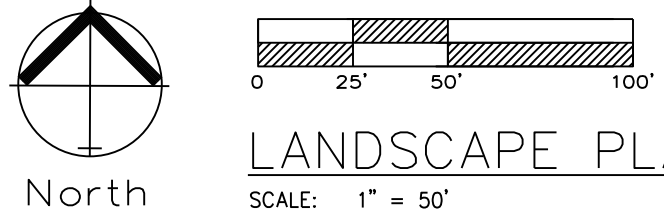




LANDSCAPE WORKSHEET			
Section 430.070(b)	1 Tree per 50 ft of street	Street 4,000 If 4,140/50=82 82 Trees required	92 Trees Provided
Section 420.010(6)	Min. of 150 sq ft common open space per unit	70 Units 68x150 =10,500 sq ft required	396,833 sf Provided
Section 6(b)	1 Yard Tree per Building	35 Total Buildings 35 Trees Required	35 Trees Provided
Section 430.120	Mechanical Screening	Mechanical Units completely screened. Not determined at this time	3 Shrubs per Mechanical Unit
Section 430.020	Landscaped Area Requirements	Required Landscaped Area (30% of Lot Area) 269,115.13 SF / 741,030.98 SF	(36.3% of Lot Area) Provided

PLANTING SCHEDULE:
IS FOR PHASE 1 ONLY. AT FULL BUILD THE UNIFIED DEVELOPMENT ORDINANCE REQUIREMENTS SHALL BE MET.

SYMBOL	QUANT.	KEY	NAME	SIZE
tree	37	TA	AMERICAN BASSWOOD LINDEN TILIA AMERICANA	3.0" CAL
evergreen	35	SR	SKYROCKET JUNIPER JUNIPERUS SCOPULORUM "SKYROCKET"	8' HL
tree	136	RB	OKLAHOMA REDBUD CERCIS RENIFORMIS "OKLAHOMA"	3.0" CAL
shrub	210	BB	BURNING BUSH EUONYMUS ALATA "COMPACTUS"	2 Gallon Pot



ENGINEERING SOLUTIONS

ENGINEERING & SURVEYING

Professional Registration

Missouri

Engineering 2005002186-D

Surveying 2005008319-D

Kansas

Engineering E-1695

Surveying LS-218

Oklahoma

Engineering 6254

Nebraska

Engineering CA2821

Project: TIMBER RIDGE, RAYMORE, MO

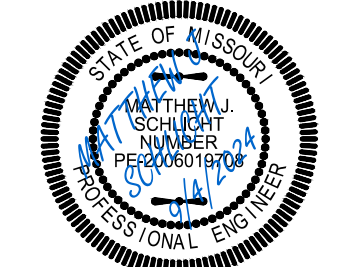
Issue Date: July 19, 2024

LANDSCAPE PLAN
Development Plans for:
TIMBER RIDGE
Raymore, Cass County, Missouri

Matthew J. Schlicht
MO PE 2006019708
KS PE 19071
OK PE 25226
NE PE E-14335

REVISIONS

REV. 9/4/2024



Matthew J. Schlicht
MO PE 2006019708
KS PE 19071
OK PE 25226
NE PE E-14335

REVISIONS	
REV. 9/4/2024	

PLANT MATERIAL



NTS



N.T.S.



N.T.S.



NTS

LAWN AND TURF AREAS



ACCEPTABLE IF IT CAN BE PRINTED TO SCALE.



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: 10/14/2024

SUBMITTED BY: David Gress

DEPARTMENT: Development Services

ITEM CATEGORY: Ordinance

TITLE / ISSUE / REQUEST

Peak Auto Conditional Use Permit - 217 N. Madison (public hearing)

STRATEGIC PLAN GOAL / STRATEGY

3.3.2 Provide support to existing local businesses

FINANCIAL IMPACT

Award To:

Amount of Request/Contract:

Amount Budgeted:

Funding Source/Account:

PROJECT TIMELINE

Estimated Start Date

Estimated End Date

STAFF RECOMMENDATION:

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission: Planning and Zoning Commission

Date: 9/17/2024

Action/Vote: 8-0, approval

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Bill 3923
2. Conditional Use Permit Staff Report
3. Conceptual Layout
4. Staff Report Attachment - Site Photos
5. Staff Report Attachment - Auto Sales History

BACKGROUND / JUSTIFICATION

Trent Sweitzer, representing Peak Auto Group is requesting a Conditional Use Permit to operate a "Light Equipment and Vehicle Sales or Rental" business and share the existing space with the existing Summit Integrity Automotive building, located at 217 N. Madison St. The request allows for the applicant to sell used vehicles on the property associated with the existing vehicle repair business.

On September 11, 2024, the Board of Zoning Adjustment approved a Variance of Use request to Section 410.020, allowing for a "Light Equipment and Vehicle Sales or Rental" use to be considered as a "C" Conditional Use in the C-2 General Commercial zoning district. Approval of the request allowed for the applicant to submit a Conditional Use Permit to the Planning and Zoning Commission and City Council.

The Conditional Use Permit would allow vehicle sales to occur on the property subject to the conditions recommended by staff.

At its September 17, 2024, meeting, the Planning and Zoning Commission voted 8-0 to recommend approval of the Conditional Use Permit.

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, APPROVING A CONDITIONAL USE PERMIT FOR AUTOMOBILE SALES ON THE PROPERTY LOCATED AT 217 N. MADISON STREET, RAYMORE, CASS COUNTY, MISSOURI."

WHEREAS, after a public hearing was held on September 17, 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 October 14, 2024, after notice of said hearing was published in a newspaper of general circulation in Raymore, Missouri, at least fifteen (15) days prior to said hearing.

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

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

Section 2. A conditional use permit is approved to operate a Light Equipment and Vehicle Sales or Rental use, as defined by Section 485 of the Unified Development Code for the property below:

217 N. Madison Street, Raymore, Cass County, Missouri

Section 3. Conditions of Approval. The following conditions shall apply to the granting of the conditional use permit and shall be properly maintained on the property at all times:

1. The Conditional Use Permit shall be non-transferable and shall remain in effect only for the current business.
2. The conditional use of auto sales shall only be permitted coincidental with the operation of an auto repair business.
3. If the conditional use is not established within six (6) months of approval, or if the conditional use is discontinued or abandoned for a period of six (6) consecutive months, such use shall not thereafter be established, reestablished or resumed unless the City issues a new Conditional Use Permit.
4. The business must at all times maintain proper licensing with the State of Missouri and the City of Raymore.
5. All vehicles for sale must be parked on the property within parking spaces that are compliant with Section 425.020(C).
6. The sale of vehicles shall be limited to the passenger vehicles and light-heavy duty trucks, or motorcycles. Sale of boats, RVs, and commercial vehicles is prohibited.

7. All motor vehicles parked, stored or displayed for sale shall be located in the area described by the applicant (north side of the building), and be operable and conform to all applicable Federal and State requirements. No vehicle repairs that are made to for-sale vehicles may take place outside of the building.
8. Existing vegetation and screening shall be preserved along the north and south property lines so long as the conditional use is in operation.

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

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

DULY READ THE FIRST TIME THIS 14TH DAY OF OCTOBER, 2024.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 28TH DAY OF OCTOBER, 2024, BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Baker
Councilmember Barber
Councilmember Burke III
Councilmember Circo
Councilmember Engert
Councilmember Holman
Councilmember Mills

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature

PEAK AUTO SALES CONDITIONAL USE PERMIT

APPLICANT -

Property Owner: Peak Auto Group
Engineering/Arch. Firm: Tombstone Properties, LLC

PROJECT LOCATION REQUESTED ACTION

217 N. Madison St. Conditional Use Permit

PROJECT NARRATIVE

The applicant is requesting a Conditional Use Permit to locate and operate a "Light Equipment and Vehicle Sales or Rental" as a "C" Conditional Use in a C-2 General Commercial District as part of their current use of the property.



ZONING AND LAND USE SUMMARY -

EXISTING ZONING

"C-2" General Commercial District

TOTAL TRACT SIZE

2.96 Acres

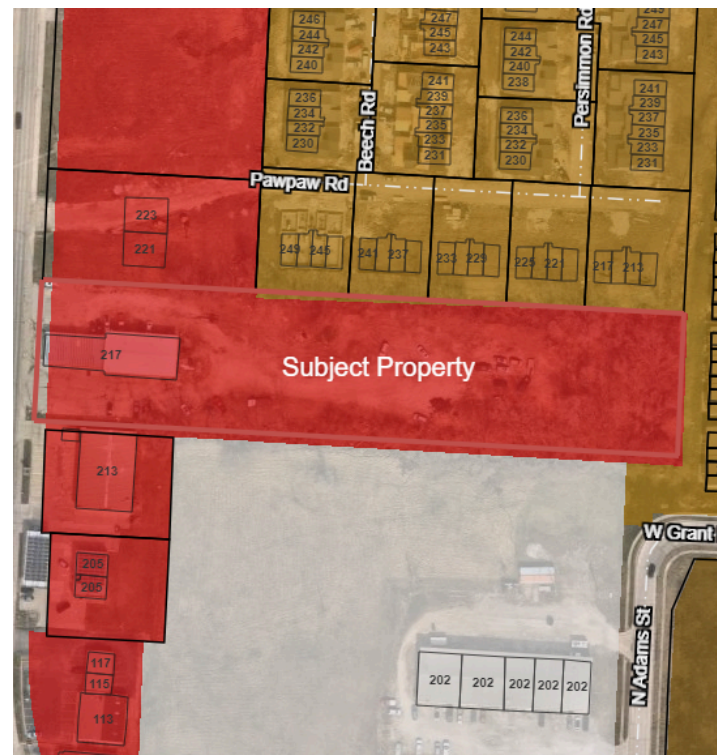
SURROUNDING ZONING & LAND USE

North: "C-2" General Commercial District
"R-3A" Multi-Family Residential District

South: "C-2" General Commercial District
"BP" Business Park District

East: "R-3A" Multi-Family Residential District

West: "C-2" General Business District



INFORMATIONAL NOTICES OR MEETINGS -

NOTICE	DATE
Public Hearing Notice	• August 28, 2024 (North Cass Herald) • Mailed notices to adjoining property owners

PAST PLANNING ACTIONS -

- The subject property is currently located at 217 N. Madison St. and is currently unplatted.
- The subject property has primarily been used for the purposes of either Automotive Repair or Automotive Sales since at least 2002. A list of businesses has been included below:
 - a. **S & S Oil Co Inc** - (Auto Repair)
 - b. **H & H Auto Sales** - (Auto Sales)
 - c. **Tim's garage** - (Auto Repair)
 - d. **Perkins Service** - (Auto Repair)
 - e. **Summit Integrity Auto (Current)** - (Auto Repair)
- The current use of the property, Motor Vehicle Repair, is considered under the current UDC to also be a "C" Conditional Use, but was a use that was established when the building was constructed (under a previous zoning code), and therefore is currently permitted as a non-conforming use (Section 475.040 Nonconforming Uses). That last occupant of the building conducting Motor Vehicle Repair was Perkin's Automotive Service
- Other similar businesses near the subject property are as follows:
 - a. **Victory Lane Auto** - was established prior to the adoption of the Unified Development code and is operating their business as a non-conforming use.
 - b. **Trek Auto, LLC** - The City approved a Conditional Use Permit for Trek Auto, then located at 302 W. Walnut St. for the location of an "Automobile and other motor vehicles" retail business" use. The CUP was approved with 5 conditions (Please see Auto Sales History Sheet in packet).

- c. **B&W Auto Sales** - On February 24, 1997, the City granted a CUP for B&W Auto Sales located at 403 W. Walnut for the purpose of establishing an automobile/motor vehicle sales, inspections, and minor repair use. The CUP was approved with 4 conditions (Please see Auto Sales History Sheet in packet).
- On September 11, 2024, the Board of Zoning Adjustment reviewed and approved the applicant's request for a Variance of Use to Section 410.020 Use Table to allow for the proposed use to be considered as a Conditional Use. This action permitted the applicant to file the Conditional Use Permit with the City.

STAFF COMMENTS -

- The property at 217 N. Madison is currently occupied by Summit Integrity Automotive, which provides auto repair services within the building. The owner of the business is requesting to expand their business to be able to conduct auto sales on the property as a coincidental use to the auto repair services.
- Auto Sales, or "Light Equipment and Vehicle Sales or Rental" as listed in Chapter 410 of the UDC, is currently only permitted by right in the C-3 Regional Commercial, BP Business Park, and M1 Light Industrial zoning districts.
- Section 485 of the UDC defines Light Equipment and Vehicle Sales or Rental as "Businesses that sell, lease, rent or wholesale from the premises automobiles, noncommercial trucks, motorcycles, trailers with less than 10,000 pounds of gross cargo capacity, motor homes and boat dealers, along with incidental maintenance".
- The Unified Development Code provides that "Uses identified with a "C" in the use table may be allowed in the designated zoning districts if approved in accordance with the conditional use procedure".
- On September 11, 2024, the Board of Zoning Adjustment approved a Variance of Use request to allow the auto sales use to be permitted as a "C" Conditional Use in the C-2 General Commercial District for this specific property, which then allows staff, the Planning and Zoning Commission, and City Council to consider the Conditional Use Permit request in accordance with the Code.

- Notices of the request were mailed to 29 adjoining property owners/interested parties. No objections or concerns were received.
- Staff included a conceptual site layout drawing indicating how the property would be utilized should the use be allowed.
- Section 470.030(D)(4) of the UDC provides that "In approving a conditional use, the City Council may impose conditions, safeguards and restrictions upon the applicant and the premises that will benefit from the conditional use as may be necessary".

The City Council may:

- Limit the conditional use permit to a specific time period;
- Allow the conditional use permit to be transferable; or
- Allow the conditional use permit to be renewed.

ALIGNMENT WITH COMPREHENSIVE PLAN -

The Comprehensive Plan and Future Land Use Plan identify this area as appropriate for commercial development. The proposed use of "Light Equipment and Vehicle Sales or Rental" is considered a commercial use within the Unified Development in general, and complements the existing use of the property, motor vehicle repair.

ECONOMIC DEVELOPMENT IMPACT -

The requested Conditional Use Permit allows an existing business already established in the City to expand and diversify their overall operations, and add an existing service which is not prevalent within the City, Auto Sales. Expanding and retaining businesses is a primary goal of the City's economic development efforts while reutilizing an existing building along a major commercial corridor.

FINDINGS OF FACT -

Under 470.030(E) of the Unified Development Code, the Planning and Zoning Commission and City Council are directed to make findings of fact taking into consideration the following in the deliberation of a Conditional Use Permit request:

1. The proposed conditional use complies with all applicable provisions of the Unified Development Code.

The proposed conditional use does apply with all applicable provisions of the Unified Development Code. The applicant obtained Variance of Use approval from the Board of Zoning Adjustment to allow for the use to be considered as a Conditional Use for the property, and the proposed use and layout of the property complies with the provisions of the Unified Development Code.

2. It is in the interest of the public welfare or convenience and will not have a significant adverse impact on the general welfare of the neighborhood or community.

The proposed use of the property will not have an adverse impact on the general welfare of the surrounding neighborhood or community. Auto sales have existed on this property in the past without significant impact to the surrounding properties. Auto repair is a use that is already occurring on the property, and the proposed use of auto sales would be coincidental to the current use of the property. Appropriate conditions have been placed on CUP that would ensure adverse impacts are mitigated.

3. The proposed conditional use will not cause substantial injury to the value of other property in the neighborhood in which it is to be located

The proposed use of the property will not cause substantial injury to the value of properties in the surrounding neighborhoods. The current owner of the property has invested themselves in the improvement of the property, including exterior improvements to the building, as well as working on a plan to repair the parking lot area on the property. The proposed use will allow the current tenant to diversify their business, and afford the opportunity to continue to improve the property overall.

4. It is compatible with the character of the surrounding property in terms of site planning, building scale, and project design.

The proposed use is compatible with the character of the surrounding properties. The 58 Highway corridor is substantially commercial in nature, and the adjoining properties are either commercial businesses to the south, or undeveloped future commercial to the north. Residential dwellings exist to the north of the property as well (Oak Ridge Farms), which are protected by existing vegetation, and undeveloped land zoned as "Business Park" exists to the south of the property. The building and layout and overall scale of the subject property is compatible with the surrounding area.

5. It is compatible with the character of surrounding property in terms of operating characteristics, such as hours of operation, outdoor lighting, noise, and traffic generation.

The proposed use is compatible with the operating characteristics of the surrounding properties. The proposed use is not adding any additional site lighting to the property, or proposing to operate substantially outside of the hours of operation of the applicant's current business, Summit Integrity Automotive. Auto sales have existed on the property in the past under similar characteristics.

6. Whether the location and size of the conditional use, the nature or intensity of the proposed conditional use would prevent the development and use of neighboring property in accordance with the applicable zoning district regulations. In determining whether the conditional use will adversely affect the immediate neighborhood, consideration must be given to:

6a. The location, nature and height of buildings, structures, walls, and fences on the site

The conditional use does not propose to add or alter any of the buildings or structures currently located on the property, with the exception of the exterior parking lot improvements and business signage that may be added. The applicant is proposing to add a fence along the rear of the building to provide a buffer between the public parking lot area at the front of the property, and the non-public parking area at the rear of the property. The proposed fence (6') is in compliance with the Code.

6b. The nature and extent of landscaping and screening on the site.

Landscaping does currently exist along the north and south property lines abutting the adjacent properties. The area where for-sale vehicles are intended to be located is directly adjacent to undeveloped, future commercial land, so no additional screening is required. The mature trees along the north and south property lines provide a good buffer between the subject property and the adjacent residential properties in Oak Ridge Farms.

7. Off-street parking and loading areas will be provided in accordance with the standards set forth in the Unified Development Code, and such areas will be screened from adjoining residential uses and located so as to protect such residential uses from any injurious effect

Off-street and loading areas for the proposed use are being provided in compliance with the Unified Development Code. Given the existing use (Auto Repair) and the proposed conditional use (Auto Sales), required parking is being provided for both uses on site in accordance with Section 425.020 Off-Street Parking Requirements, including the number and dimensions of the parking spaces. Parking requirements for the property are as follows:

- Vehicle Repair (Summit Integrity): 1 per bay plus 1 per pump island; minimum 6 spaces = **6 spaces required**
- Vehicle Sales (Peak Auto): 1 per 1,000 square feet of non-office area plus 1 per 300 square feet of office area = **8 spaces required**

Proposed parking of for-sale vehicles will be located along the north side of the property abutting future commercial land, and not directly adjacent to any existing residential dwellings.

8. Existing public facilities (infrastructure) and services are adequate to accommodate the additional demands of the proposed use or will be made to accommodate such demands without substantially increasing public expenditures.

Adequate public facilities and infrastructure exist on site to serve the proposed use and expansion to the current business. No public improvements are necessary to the property. Private improvements to the parking lot area are being proposed with the conditional use request.

9. It will not have a significant adverse impact on pedestrian safety and comfort.

The proposed use will not have a significant adverse impact on pedestrian safety and comfort. For-sale vehicles will generally be stationary, and are not permitted to be located within the right-of-way, or obstruct the sidewalk along N. Madison Street, and the access drives to the property are not proposed to be expanded or relocated to impact existing pedestrian access. The location of for-sale vehicles and other parking areas are provided in a safe and logical manner.

10. Adequate access roads or entrance and exit drives will be provided and will be so designed to prevent traffic hazards and to minimize traffic congestion in public streets and alleys

Adequate access roads or entrance and exit drives are provided on the property. Two access drives exist on the property allowing access to 58 Highway/N. Madison Street. These are not proposed to be expanded or relocated as part of this request.

11. All special conditions have been met as set forth by Chapter 420.

The Code does not provide any additional special conditions or use standards for the proposed use. Special use conditions for the exiting use of the property (Motor Vehicle Repair) are all being met currently

PROJECT REVIEW SCHEDULE

COUNCIL, COMMISSION OR BOARD	ACTION	DATE
Planning and Zoning Commission	Review & Recommendation	September 17, 2024 (PH)
City Council	Review & Approval/Denial	- October 14, 2024 (PH) - October 28, 2024

STAFF RECOMMENDATIONS -

The requested Conditional Use Permit allows for the current business and applicant a viable opportunity to meet the goals for their business without requesting other actions that may have a detrimental impact on the surrounding area, such as rezoning the subject property to a C-3 Regional Commercial, M-1 Light Industrial or BP, Business Park zoning classification. The request allows for the current zoning of the property to stay intact and consistent with the surrounding zoning classifications as well as the Future Land Use Plan. Allowing the applicant to sell used vehicles at the subject property would complement their existing business providing motor vehicle repair services.

City Staff recommends the Planning and Zoning Commission accept the staff proposed findings of fact and forward Case #24012 Peak Auto Group - Conditional Use Permit, to establish a Light Equipment and Vehicle Sales or Rental as a Conditional Use in the C-2 General Commercial District for the property located at 217 N. Madison, to the City Council with a recommendation of approval, subject to the following conditions:

1. The Conditional Use Permit shall be non-transferable, and shall remain in effect only for the current business.
2. The conditional use of auto sales shall only be permitted coincidental with the operation of an auto repair business.
3. If the conditional use is not established within six (6) months of approval, or if the conditional use is discontinued or abandoned for a period of six (6) consecutive months, such use shall not thereafter be established, reestablished or resumed unless the City issues a new Conditional Use Permit.
4. The business must at all times maintain proper licensing with the State of Missouri and the City of Raymore.
5. All vehicles for sale must be parked on the property within parking spaces that are compliant with Section 425.020(C).
6. The sale of vehicles shall be limited to the passenger vehicles and light-heavy duty trucks, or motorcycles. Sale of boats, RVs, and commercial vehicles is prohibited.
7. All motor vehicles parked, stored or displayed for sale shall be located in the area described by the applicant (north side of the building), and be operable and conform to all applicable Federal and State requirements. No vehicle repairs that are made to for-sale vehicles may take place outside of the building.
8. Existing vegetation and screening shall be preserved along the north and south property lines so long as the conditional use is in operation.

PLANNING COMMISSION -

At its September 17, 2024 meeting, the Planning and Zoning Commission voted 8-0 to accept the staff proposed findings of fact and forward Case #24012 Peak Auto Group - Conditional Use Permit, to establish a Light Equipment and Vehicle Sales or Rental as a Conditional Use in the C-2 General Commercial District for the property located at 217 N. Madison, to the City Council with a recommendation of approval, subject to the following conditions:

- 1.** The Conditional Use Permit shall be non-transferable, and shall remain in effect only for the current business.
- 2.** The conditional use of auto sales shall only be permitted coincidental with the operation of an auto repair business.
- 3.** If the conditional use is not established within six (6) months of approval, or if the conditional use is discontinued or abandoned for a period of six (6) consecutive months, such use shall not thereafter be established, reestablished or resumed unless the City issues a new Conditional Use Permit.
- 4.** The business must at all times maintain proper licensing with the State of Missouri and the City of Raymore.
- 5.** All vehicles for sale must be parked on the property within parking spaces that are compliant with Section 425.020(C).
- 6.** The sale of vehicles shall be limited to the passenger vehicles and light-heavy duty trucks, or motorcycles. Sale of boats, RVs, and commercial vehicles is prohibited.
- 7.** All motor vehicles parked, stored or displayed for sale shall be located in the area described by the applicant (north side of the building), and be operable and conform to all applicable Federal and State requirements. No vehicle repairs that are made to for-sale vehicles may take place outside of the building.

8. Existing vegetation and screening shall be preserved along the north and south property lines so long as the conditional use is in operation.
9. That ongoing conversations are had between the tenant and adjoining property owners to rectify the concerns as outlined in the email that was given to the commission before the 1st reading of the City Council meeting.

PROJECT ATTACHMENTS -

1. Site Photos - Staff Report
2. Conceptual Layout
3. Auto Sales History

N. MADISON STREET



'FOR SALE'
CAR PARKING AREA

6' FENCE
SCREENING

GRAVEL STORAGE

PAVED PARKING AREA



Peak Auto Group Conditional Use Permit | Auto Sales | 217 N. Madison St.

Peak Auto Group - Site Photos



View looking southeast from northwest property corner.



View looking east from N. Madison St.



View looking northeast from southwest property corner.

AUTO SALES AND USE HISTORY 217 N. Madison

Staff has identified the following business licenses and uses that have been established and permitted within the building at 217 N. Madison in the past:

- **S & S Oil Co Inc.**, unknown start date prior to 2002, terminated at some point in 2005. Business classification: Auto Repair
- **H & H Auto Sales**, origination date of license 12/28/2004, terminated 12/15/2005. Business classification: Sales
- **Tim's Garage**, origination date of license 12/07/2005, terminated 10/11/2006. Business classification: Auto Repair
- **Perkin's Service**, origination date of license 11/15/2006, terminated December 2022. Business classification: Auto Repair
- **Summit Integrity Auto (current)**, origination date of license, 2/20/2024. Business classification: Auto Repair

The following businesses have operated at, or in the close proximity of the building at 217 N. Madison in the past, and were treated similarly to the current request. These businesses were granted Conditional Use Permits in the past to operate similar businesses.

- **Victory Lane Auto** - From available records, this use was established prior to the adoption of the current UDC, and Victory Lane Auto is operating their business as a non-conforming use. Expansion or alteration of the business is not permitted, but continued operation of the current business is permitted under the UDC.
- **H&H Auto Sales** - On December 15, 2004 an Occupational License was issued to Bryan Hurst, d/b/a H & H Auto Sales, for used car sales at property located at 217 N. Madison Street. A CUP was not required at the time based on a determination by staff that auto sales had been occurring on the property for many years prior to H&H Auto leasing the property.
- **Trek Auto, LLC** - On August 23, 2004, the City approved a CUP for Trek Auto, then located at 302 W Walnut, for the location of an "Automobile and

other motor vehicles - retail business" use. The CUP was approved with the following conditions:

- All detailing and repair work shall be done inside the building.
 - Storage of anything other than vehicles must be inside the building.
 - No inoperable vehicles shall be stored outside the building.
 - A minimum of twelve parking spaces shall be available for employees and customers.
 - If the conditional use is not established within six (6) months of approval, or if the conditional use is discontinued or abandoned for a period of six (6) consecutive months, such use shall not thereafter be established, reestablished or resumed unless the City issues a new conditional use permit.
- **B&W Auto Sales** - On February 24, 1997, the City granted a CUP for B&W Auto Sales located at 403 W. Walnut for the purpose of establishing an automobile/motor vehicle sales, inspections, and minor repair use. The CUP was subject to the following conditions:
 - Additional landscaping along the north side of the building, the east property line and in the island between the drives.
 - The number of vehicles for sale at any one time will not exceed twenty-five (25).
 - The hours of operation are limited to 8:00 A.M. to 6:00 P.M.
 - All repair must be done inside the building



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: 10/14/2024
SUBMITTED BY: Trent Salsbury DEPARTMENT: Engineering
ITEM CATEGORY: Ordinance

TITLE / ISSUE / REQUEST

Establishing a Stop Sign

STRATEGIC PLAN GOAL / STRATEGY

2.2.2 Create and maintain a well-connected transportation network

FINANCIAL IMPACT

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

PROJECT TIMELINE

Estimated Start Date

Estimated End Date

STAFF RECOMMENDATION:

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Bill 3922
2. Kettering Stop sign map

BACKGROUND / JUSTIFICATION

Based on recent discussions, staff is bringing forward traffic control modifications for the Council's consideration. Being considered are stop signs at Creekmoor Drive and Kettering Lane. This includes stop ahead signs for both directions of Creekmoor Drive.

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

WHEREAS, the City Council of the City of Raymore finds and declares a stop sign shall be established and the provisions hereinafter contained and enacted are in pursuance of and for the purpose of securing and promoting the public safety, health and general welfare of persons in the City of Raymore in their use of public right-of-ways.

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

Section 1. The following stop signs shall be established:

- All way stop at Creekmoor Drive and Kettering Lane.

Section 2. Effective Date. The effective date of approval of this Ordinance shall be coincidental with the Mayor's signature and attestation by the City Clerk.

Section 3. Severability. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

DULY READ THE FIRST TIME THIS 14TH DAY OF OCTOBER, 2024.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 28TH DAY OF OCTOBER, 2024, BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Baker
Councilmember Barber
Councilmember Burke III
Councilmember Circo
Councilmember Engert
Councilmember Holman
Councilmember Mills

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature



Published: 10/3/2024
1 in = 47.02 ft



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: 10/14/2024
SUBMITTED BY: Elisa Williams DEPARTMENT: Finance
ITEM CATEGORY: Ordinance

TITLE / ISSUE / REQUEST

General Obligation Series 2024 Bond 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

STAFF RECOMMENDATION:

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Bill 3920

BACKGROUND / JUSTIFICATION

On Aug. 4, 2020, Raymore voters approved the issuance of no tax increase debt to fund \$17,575,000 in street improvements and \$5,930,000 in park improvements. This Ordinance calls for the sale of general obligation bonds to fund a portion of those street improvements. The bonds will be issued at three different competitive sales. The first occurred on Nov. 9, 2020, for a total principal amount of \$8,990,000. The second issuance

occurred on Sept. 13, 2021, for a total principal amount of \$9,000,000. This is the third issuance to occur on Nov. 12, 2024, for a total principal amount of \$5,515,000.

The \$5,515,000 General Obligation Bond Issue will be used for street improvements.

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 amount of the 2024 bonds has been set to an amount so that the City qualifies for bank-qualification.

The 2024 General 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 NO. 3920

OF

CITY OF RAYMORE, MISSOURI

PASSED

OCTOBER 28, 2024

AUTHORIZING

**NOT TO EXCEED \$5,515,000
GENERAL OBLIGATION BONDS
SERIES 2024**

TABLE OF CONTENTS

		<u>Page</u>
	Title	1
	Recitals	1
 ARTICLE I		
DEFINITIONS		
Section 101.	Definitions of Words and Terms	2
 ARTICLE II		
AUTHORIZATION OF BONDS		
Section 201.	Authorization of Bonds.....	5
Section 202.	Description of Bonds	5
Section 203.	Designation of Paying Agent.....	6
Section 204.	Method and Place of Payment of Bonds	7
Section 205.	Registration, Transfer and Exchange of Bonds	7
Section 206.	Execution, Registration, Authentication and Delivery of Bonds.....	8
Section 207.	Mutilated, Destroyed, Lost and Stolen Bonds.....	9
Section 208.	Cancellation and Destruction of Bonds Upon Payment.....	9
Section 209.	Book-Entry Bonds; Securities Depository	9
Section 210.	Preliminary Official Statement and Final Official Statement	10
Section 211.	Sale of Bonds	11
 ARTICLE III		
REDEMPTION OF BONDS		
Section 301.	Redemption of Bonds	11
Section 302.	Selection of Bonds to Be Redeemed	11
Section 303.	Notice and Effect of Call for Redemption.....	12
 ARTICLE IV		
SECURITY FOR AND PAYMENT OF BONDS		
Section 401.	Security for the Bonds	14
Section 402.	Levy and Collection of Annual Tax	14

ARTICLE V

ESTABLISHMENT OF FUNDS; DEPOSIT AND APPLICATION OF MONEYS

Section	501.	Establishment of Funds.....	14
Section	502.	Deposit of Bond Proceeds.....	14
Section	503.	Application of Moneys in the Debt Service Fund.....	14
Section	504.	Deposits and Investment of Moneys	15
Section	505.	Nonpresentment of Bonds	15
Section	506.	Payments Due on Saturdays, Sundays and Holidays	15
Section	507.	Application of Moneys in the Project Fund	15

ARTICLE VI

REMEDIES

Section	601.	Remedies	16
Section	602.	Limitation on Rights of Bondowners	16
Section	603.	Remedies Cumulative	16

ARTICLE VII

DEFEASANCE

Section	701.	Defeasance	17
---------	------	------------------	----

ARTICLE VIII

MISCELLANEOUS PROVISIONS

Section	801.	Tax Covenants.....	17
Section	802.	Annual Audit.....	18
Section	803.	Amendments	18
Section	804.	Notices, Consents and Other Instruments by Bondowners.....	19
Section	805.	Further Authority	19
Section	806.	Severability	20
Section	807.	Governing Law	20
Section	808.	Effective Date	20
Section	809.	Electronic Transaction	20
		Passage	21
		Signatures and Seal	21

Exhibit A – Form of Bonds

Exhibit B – Form of Preliminary Official Statement

Exhibit C – Notice of Sale

AN ORDINANCE AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$5,515,000 PRINCIPAL AMOUNT OF GENERAL OBLIGATION BONDS, SERIES 2024 OF THE CITY OF RAYMORE, MISSOURI, AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS BY THE CITY.

WHEREAS, the City of Raymore, Missouri (the “City”), is a constitutional 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 is authorized under the General Obligation Bond Law (as defined below), to incur indebtedness and issue and sell general obligation bonds of the City to evidence such indebtedness for lawful purposes, upon obtaining the approval of at least four-sevenths of the qualified electors of the City voting on the question to incur indebtedness at certain municipal, primary or general elections or two-thirds of the qualified electors of the City voting on the question to incur indebtedness at other elections; and

WHEREAS, pursuant to the provisions of the laws of the State of Missouri, the voters of the City, on August 4, 2020 (the “Election”), approved the issuance of \$17,575,000 of general obligation bonds for the purpose of acquiring rights-of-way, and constructing, extending and improving streets and roads within or leading to the City including, without limitation, the (a) redevelopment of the Interstate 49/Highway 58 interchange and widening of Interstate 49 to six lanes to North Cass Parkway, (b) reconstruction of Ward Road from Highway 58 to 163rd Street, (c) construction of and extending Sunset Lane from north of Highway 58 to 163rd Street, and (d) reconstruction of Kurzweil Road from Highway 58 to 155th Street (collectively, the “Project”); and

WHEREAS, the City has previously issued \$6,990,000 of the authorized general obligation bonds for the Project pursuant to an ordinance of the City authorizing the issuance of the City’s General Obligation Bonds Series 2020; and

WHEREAS, the City has previously issued \$5,070,000 of the authorized general obligation bonds for the Project pursuant to an ordinance of the City authorizing the issuance of the City’s General Obligation Bonds Series 2021; and

WHEREAS, it is hereby found and determined that it is necessary for the City at this time to issue its General Obligation Bonds Series 2024 (the “Bonds”) in the amount of not to exceed \$5,515,000 of the authorized general obligation bonds for the Project (leaving no remaining authority for Project); 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 at this time to authorize the issuance and delivery of the Bonds pursuant to the General Obligation Bond Law for the purposes aforesaid as herein provided.

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 included 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.

“Bonds” means the General 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 by that name relating to the Bonds and executed by the City and the Purchaser.

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

“Code” means the Internal Revenue Code of 1986, as amended.

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

“Defaulted Interest” means interest on any Bond 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 which 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.

“General Obligation Bond Law” means Article VI, Section 26 of the Constitution of Missouri, 1945, as amended and Section 95.115 et seq., of the Revised Statutes of Missouri, as amended.

“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.

“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, Kansas City, Kansas, and any successors or 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 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 permitted by law, 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) 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, joint venture, association, firm, joint-stock company, trust, unincorporated organization, or government or any agency or political subdivision thereof or other public body.

“Project” shall mean acquiring rights-of-way, and constructing, extending and improving streets and roads within or leading to the City including, without limitation, the (a) redevelopment of the Interstate 49/Highway 58 interchange and widening of Interstate 49 to six lanes to North Cass Parkway, (b) reconstruction of Ward Road from Highway 58 to 163rd Street, and (d) reconstruction of Kurzweil Road from Highway 58 to 155th Street.

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

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

“Purchaser” means the purchaser selected by the City in accordance with **Section 210** and designated in the Certificate of Final Terms.

“Record Date” for the interest payable on the Bonds on any Interest Payment Date means 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 209(b)** 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 each Bond as the fixed date on which the principal of such Bond or any 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, which obligations are held in a custodial or trust account for the benefit of the City.

ARTICLE II

AUTHORIZATION OF BONDS

Section 201. Authorization of Bonds. There shall be issued and hereby are authorized and directed to be issued the General Obligation Bonds, Series 2024 of the City in a principal amount of not to exceed \$5,515,000 (the “Bonds”) for the purpose of financing a portion of the costs of the Project and 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 as set forth below, shall be subject to redemption and payment prior to their Stated Maturities subject to redemption and payment prior

to their Stated Maturities, 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 \$5,515,000, (2) the Bonds shall have a final maturity not later than 2040, (3) the Bonds shall have a weighted average maturity of not less than five years and not more than seven years, (4) the Bonds shall bear interest at various interest rates not to exceed a true interest cost of 4.50% per annum, and (5) the Bonds shall be subject to optional redemption prior to maturity no later than 2032. 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 March 1 and September 1 in each year, beginning on March 1, 2025.

Each of the Bonds, as originally issued or issued upon transfer, exchange or substitution, shall be in substantially the form set forth in **Exhibit A** attached hereto.

Section 203. Designation of Paying Agent. Security Bank of Kansas City, Kansas City, Kansas is hereby designated as the City's 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 and interest on the Bonds shall be payable in any coin or currency of the United States of America that, on the respective dates of payment thereof, is legal tender for the payment of public and private debts.

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 by (a) 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 (i) the Securities Depository, or (ii) any Registered Owner of \$500,000 or more in aggregate principal amount of Bonds, by electronic transfer to such Registered Owner upon written notice signed by such Registered Owner given to the Paying Agent 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.

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 therefor 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 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 and expenses 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.

The City and the Paying Agent may deem and treat the Person in whose name any Bond is registered on the Bond Register as the absolute owner of such Bond, whether such Bond is overdue or not, for the purpose of receiving payment of, or on account of, said Bond and for all other purposes. All payments so made to any such Registered Owner or upon the Registered Owner's order shall be valid and effective to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the City nor the Paying Agent shall be affected by any notice to the contrary.

At reasonable times and under reasonable regulations established by the Paying Agent, the Bond Register may be inspected and copied by the Registered Owners of 10% or more in principal amount of the Bonds then Outstanding or any designated representative of such Registered Owners whose authority is evidenced to the satisfaction of the Paying Agent.

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 or upon the order of 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 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 delivering 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 promptly 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 destroyed and shall file an executed counterpart of such certificate with the City.

Section 209. 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 209(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 209(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 210. Preliminary Official Statement and Final Official Statement. The Preliminary Official Statement, in the form on file with the City and attached hereto as **Exhibit B**, 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 transactions related to the issuance of the Bonds. 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 Final 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 requirement 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 211. Sale of Bonds. The Bonds shall be sold at public sale to the Purchaser whose bid complies with **Section 202** hereof and the Notice of Sale circulated for the sale of the Bonds and in substantially the form attached hereto as **Exhibit C**, 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 therefor in accordance with the terms of sale.

ARTICLE III

OPTIONAL REDEMPTION OF BONDS

Section 301. Redemption of Bonds.

(a) At the option of the City, the Bonds may be called for redemption and payment prior to maturity not later than March 1, 2032 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, as 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** 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. When less than all of the Outstanding Bonds are to be redeemed, such Bonds shall be redeemed from 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.

(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 any accrued 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. 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).

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 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.

All official notices of redemption shall be dated and shall contain the following information:

- (a) the Redemption Date;
- (b) the Redemption Price;
- (c) if less than all Outstanding Bonds of a maturity are to be redeemed, the identification (such identification to include interest rates, maturities, CUSIP numbers and such additional information as the Paying Agent may reasonably determine) of the Bonds to be redeemed;
- (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 any defect therein shall not invalidate any redemption.

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 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.

In addition to the foregoing notice, further notice shall be given by the Paying Agent on behalf of the City as set out below, but no defect in said further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if official notice thereof is given as above prescribed.

- (a) Each further notice of redemption given hereunder shall contain the information required above for an official notice of redemption plus (1) the CUSIP numbers of all Bonds being redeemed; (2) the date of issue of the Bonds as originally issued; (3) the rate of interest borne by each Bond being redeemed; (4) the maturity date of each Bond being redeemed; and (5) any other descriptive information needed to identify accurately the Bonds being redeemed.

(b) Each further notice of redemption shall be sent at least one day before the mailing of notice to Bondowners by first class, registered or certified mail or overnight delivery, as determined by the Paying Agent, to all registered securities depositories then in the business of holding substantial amounts of obligations of types comprising the Bonds and to one or more national information services that disseminate notices of redemption of obligations such as the Bonds.

(c) Each check or other transfer of funds issued for the payment of the Redemption Price of Bonds being redeemed shall bear or have enclosed the CUSIP number of the Bonds being redeemed with the proceeds of such check or other transfer.

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 general obligations of the City payable from ad valorem taxes that may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the City. The full faith, credit and resources of the City are hereby irrevocably pledged for the prompt payment of the Bonds as the same become due.

Section 402. Levy and Collection of Annual Tax. For the purpose of providing for the payment of the Bonds as the same become due, there is hereby levied upon all of the taxable tangible property within the City a direct annual tax sufficient to produce the amounts necessary for the payment of the Bonds as the same become due and payable in each year.

The taxes referred to above shall be extended upon the tax rolls in each of the several years, respectively, and shall be levied and collected at the same time and in the same manner as the other ad valorem taxes of the City are levied and collected. The proceeds derived from said taxes shall be deposited in the Debt Service Fund, shall be kept separate and apart from all other funds of the City and shall be used for the payment of the Bonds as and when the same become due and the fees and expenses of the Paying Agent.

If at any time said taxes are not collected in time to pay the Bonds when due, the Finance Director is hereby authorized and directed to pay said Bonds out of the general funds of the City and to reimburse said general funds for money so expended when said taxes are collected.

ARTICLE V

ESTABLISHMENT OF FUNDS; DEPOSIT AND APPLICATION OF MONEYS

Section 501. Establishment of Funds. There have been or shall be established in the treasury of the City and shall be held and administered by the Finance Director of the City the following separate funds:

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

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.

Section 503. 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 Finance Director is authorized and directed to withdraw from the Debt Service Fund sums sufficient to pay the Bonds and the fees and expenses of the Paying Agent as and when the same become due, and to forward such sums to the Paying Agent in a manner that ensures that the Paying Agent will receive immediately available funds in such amounts on or before the Business Day immediately preceding the dates when such principal, interest and fees of the Paying Agent will become due. If, through the lapse of time or otherwise, the Registered Owners of Bonds are no longer entitled to enforce payment of the Bonds or the interest thereon, the Paying Agent shall return said funds to the City. 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 indebtedness for which the Bonds were issued and all other indebtedness of the City shall be transferred and paid into the general fund of the City or as otherwise required by law.

Section 504. 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 authorized to do business 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 kept separate and apart from all other funds of the City so that there shall be no commingling of such funds with any other funds of the City.

Moneys held in any fund referred to in this Ordinance may be invested by the Finance Director at the direction of the City Council, 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 505. Nonpresentment of Bonds. If any Bond is not presented for payment when due, 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 to the City without liability for interest thereon 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 or the Paying Agent shall not be liable for any interest thereon and shall not be regarded as a trustee of such money.

Section 506. 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.

Section 507. Application of Moneys in the Project Fund. Moneys in the Project Fund shall be used by the City solely for the purpose of paying the costs of the Project for which the Bonds have been voted and authorized, in accordance with the plans and specifications therefor prepared by the City's architects or engineers heretofore approved by the City Council 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, and paying the costs and expenses of issuing the Bonds.

The Finance Director shall make withdrawals from the Project Fund only upon duly authorized and executed order of the City Council therefor for a purpose within the scope of this Ordinance. Upon completion of the purpose for which the Bonds have been issued, any surplus remaining in the Project Fund shall be transferred to and deposited in the Debt Service Fund.

ARTICLE VI

REMEDIES

Section 601. Remedies. The provisions of this Ordinance, including the covenants and agreements herein contained, shall constitute a contract between the City and the Registered Owners of the Bonds, and the Registered Owner or Owners of not less than 10% 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 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 his or 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.

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 the pledge of the City's faith and credit hereunder 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 authorized to do business in the State of Missouri and 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/or Defeasance Obligations that, together with the interest to be earned on any such Defeasance Obligations, will be sufficient for the payment of the Bonds 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 has been given, or the City has 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** of this Ordinance. 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.

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 or resolutions and take such other actions as may be necessary to comply with the Code and with other applicable future law, in order to ensure that the interest on the Bonds will remain excluded from federal gross income, to the extent any such actions can be taken by the City.

(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.

(c) 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 exclusion from federal gross income of the interest on the Bonds.

(d) The City covenants and agrees that it will not use any portion of the proceeds of the Bonds, including any investment income earned on such proceeds, directly or indirectly, (1) in a manner that would cause any Bond to be a “private activity bond” within the meaning of Section 141(a) of the Code, or (2) to make or finance a loan to any Person.

(e) The foregoing covenants shall remain in full force and effect notwithstanding the defeasance of the Bonds pursuant to **Article VII** of this Ordinance 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, and a duplicate copy of the audit shall be submitted to the Municipal Securities Rulemaking Board through the Electronic Municipal Market Access system. 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.

As soon as possible after the completion of the annual audit, the governing body of the City 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 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 due upon any Bond;
- (b) effect a reduction in the amount that the City is required to pay on any Bond;
- (c) alter the redemption terms of the Bonds;
- (d) permit preference or priority of any Bond over any other Bond; or
- (e) 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 governing body of the City 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 governing body of the City 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 and 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, (except for the assignment of ownership of a Bond as provided for in the form of the Bond set forth in **Exhibit A** attached hereto), 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 which 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 Mayor Pro Tem, 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 which 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: OCTOBER 14, 2024

SECOND READING: OCTOBER 28, 2024

BE IT REMEMBERED THE PRECEDING ORDINANCE WAS READ A FIRST TIME ON OCTOBER 14, 2024 AND WAS READ A SECOND TIME AND APPROVED AND ADOPTED UPON ITS SECOND READING THIS OCTOBER 28, 2024, BY THE FOLLOWING VOTE:

Councilmember Abdelgawad	_____
Councilmember Baker	_____
Councilmember Barber	_____
Councilmember Burke	_____
Councilmember Circo	_____
Councilmember Engert	_____
Councilmember Holman	_____
Councilmember Mills	_____

APPROVED:

ATTEST:

Kristofer P. Turnbow, Mayor

Erica Hill, City Clerk

(SEAL)

Approved as to form:

City Attorney

**EXHIBIT A
TO ORDINANCE**

(FORM OF BONDS)

**UNITED STATES OF AMERICA
STATE OF MISSOURI**

**Registered
No. R-__**

**Registered
\$ _____**

**CITY OF RAYMORE, MISSOURI
GENERAL OBLIGATION BOND
SERIES 2024**

Interest Rate

Maturity Date

Dated Date

CUSIP Number

%

December 3, 2024

+

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: _____ DOLLARS

THE 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 March 1 and September 1 in each year, beginning on March 1, 2025, until said principal amount has been paid.

The principal or Redemption Price of this Bond shall be paid at maturity or upon earlier redemption by check or draft to the Person in whose name this Bond is registered on the Bond Register at the Maturity or Redemption Date thereof, upon presentation and surrender of this Bond at the payment office of **Security Bank of Kansas City** (the “Paying Agent”). The interest payable on this Bond on any Interest Payment Date shall be paid to the Person in whose name this Bond is registered on the registration books maintained by the Paying Agent at the close of business on the Record Date for such interest, which shall be the 15th day (whether or not a Business Day) of the calendar month next preceding the Interest Payment Date. Such interest shall be payable (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 the Securities Depository or 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 by such 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. The principal or Redemption Price of and interest on the Bonds shall be payable by check or draft 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 “General Obligation Bonds, Series 2024,” aggregating the principal amount of \$5,515,000 (the “Bonds”), issued by the City for the purpose of financing the costs of the Project, 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. Capitalized terms not defined herein shall have the meanings set forth in the Ordinance.

At the option of the City, Bonds or portions thereof may be redeemed and paid prior to maturity on March 1, 2032, 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.

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 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 original 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.

The Bonds constitute general obligations of the City payable from ad valorem taxes that may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the City. The full faith, credit and resources of the City are irrevocably pledged for the prompt payment of the Bonds as the same become due.

The Bonds are issuable in the form of fully registered Bonds without coupons in 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 or with respect to each form of Bonds, 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 pursuant to the Ordinance being evidenced in the records of such participants. Transfers of ownership shall be effected on the records of the Securities Depository and its participants pursuant to rules and procedures established by the Securities Depository and its participants. The City and the Paying Agent 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, and redemption premium, if any, and interest on, this Bond, (ii) notices and (iii) voting. Transfer of payments to participants of the Securities Depository, and transfer of payments to beneficial owners of the Bonds by participants of the Securities Depository will be the responsibility of such participants and other nominees of such beneficial owners. The City and the Paying Agent 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 on this Bond shall be made in accordance with existing arrangements among the City, the Paying Agent and the Securities Depository.

EXCEPT AS OTHERWISE PROVIDED IN THE ORDINANCE, THIS 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 payments 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; that a direct annual tax upon all taxable tangible property situated in the City has been levied for the purpose of paying the Bonds when due; and that the total indebtedness of the City, including this Bond and the series of which it is one, does not exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, the **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 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 Boulevard
Suite 1100
Kansas City, Missouri 64108

(LEGAL OPINION OF BOND COUNSEL)

**EXHIBIT B
TO ORDINANCE
PRELIMINARY OFFICIAL STATEMENT**

**EXHIBIT C
TO ORDINANCE
NOTICE OF SALE**

THE RAYMORE CITY COUNCIL HELD A WORK SESSION ON MONDAY, SEPTEMBER 30, 2024, AT 6:00 P.M., AT RAYMORE CITY HALL, 100 MUNICIPAL CIRCLE. PRESENT: MAYOR TURNBOW, COUNCILMEMBERS ABDELGAWAD, BAKER, BARBER, BURKE III, CIRCO, ENGERT, HOLMAN, AND MILLS. ALSO PRESENT: CITY MANAGER JIM FEUERBORN, CITY ATTORNEY JONATHAN ZERR, AND CITY STAFF.

A. Data Center Presentation

Development Services Director David Gress and Economic Development Director Jordan Lea provided information on the new industrial use to provide data centers. Discussion occurred regarding the positive and negative aspects of data centers, potential zoning implications, and utility concerns.

B. Fiscal Year 2025 Budget and CIP

City Manager Jim Feuerborn discussed with the Council the FY 2025 Budget and FY 2025-29 CIP.

C. Other

The work session of the Raymore City Council adjourned at 7:29 p.m.

THE RAYMORE CITY COUNCIL HELD A WORK SESSION ON MONDAY, OCTOBER 7, 2024, AT 6:00 P.M., AT RAYMORE CITY HALL, 100 MUNICIPAL CIRCLE. PRESENT: MAYOR PRO TEM HOLMAN, COUNCILMEMBERS ABDELGAWAD, BAKER, BARBER, AND MILLS. ALSO PRESENT: CITY MANAGER JIM FEUERBORN, CITY ATTORNEY JONATHAN ZERR, AND CITY STAFF.

A. Developer MHDC Application

Earlier this year the City Council received information regarding a prospective application to the Missouri Housing Development Commission (MHDC) for a housing development with the City. Development Services Director David Gress provided an update on the proposed application. Council directed staff to bring forward a resolution for consideration of non-support for the project.

B. Fiscal Year 2025 Budget and CIP

City Manager Jim Feuerborn discussed with the Council the FY 2025 Budget and FY 2025-29 CIP.

C. Other

The work session of the Raymore City Council adjourned at 6:27 p.m.