



AGENDA

Raymore City Council Regular Meeting
City Hall – 100 Municipal Circle
Monday, October 28, 2024
6:00 PM

1. Call to Order

2. Roll Call

3. Pledge of Allegiance

4. Presentations / Awards

- Award of Certificates to Raymore Civic Leadership Academy Graduates

5. Personal Appearances

6. Staff Reports

- A. Public Works
- B. Parks and Recreation
- C. Communications Report
- D. Finance
- E. Comprehensive Plan

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, October 14, 2024
- B. Madison Valley Phase 2 - Acceptance of Public Improvements

Reference:
Resolution 24-31

The Public Works Director has determined that the project has been satisfactorily completed in accordance with the project specifications. In addition, the Development Services and Public Works Directors have inspected the site and found it to be in compliance with the City of Raymore Code requirements.

9. Unfinished Business - Second Reading

A. Adoption of the FY2025 City Budget

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.

- City Council, 10/14/2024: Approval, 8-0

B. Budget Amendment: FY2024 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.

- City Council, 10/14/2024: Approval, 8-0

C. Peak Auto Conditional Use Permit - 217 N. Madison

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.

- City Council, 10/14/2024: Approval, 8-0
- Planning and Zoning Commission, 9/17/24, Approval 8-0

D. 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.

- City Council, 10/14/2024: Approval, 8-0

E. General Obligation Series 2024 Bond Issue

Reference:

Bill 3920 - Amended

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.

- City Council, 10/14/2024: Approval, 8-0

10. New Business - First Reading

A. Award of Contract - Recreation Park - South Madison Street Landscaping Improvements

Reference:

Bill 3921

Contract

Staff is presenting an agreement with Big Green Turf management for a 3-year sponsorship including advertising and naming rights for the redesign and installation of landscaping improvements at the Madison Street roundabout and the Recreation Park parking lot islands. Included in the proposal is a 3-year turf management program for the athletic fields at Recreation Park.

- Park Board, 02/13/2024: Approval, 7-0

B. Opposition to MHDC Funding Application for Sunset Acres

Reference:

Resolution 24-30

At the October 7, 2024, City Council Work Session, staff presented information regarding a proposed application to the Missouri Housing Development Commission (MHDC) for a 55+ senior housing development in the city. Resolution 24-30 indicates the City's opposition to the proposed project.

- No previous action on this item

C. Award of Contract - Owen Good Force Main Replacement (Emergency Reading)

Reference:

Bill 3925

Contract

This project will replace approximately 2,000 feet of ductile iron sanitary sewer force main from Hubach Hill going north to where the last replacement project stopped. Staff recommends award of contract to Hettinger Excavating, LLC.

- 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, 10/21/2024

EXECUTIVE SESSION (CLOSED MEETING)

The Raymore City Council is scheduled to enter into executive session to discuss:

- Litigation matters as authorized by § 610.021 (1)

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.

PUBLIC WORKS MONTHLY REPORT

October 2024

ENGINEERING DIVISION

Projects Under Construction

- Ward Road - Surface Asphalt will be installed at the end of this week (10/28)
- 163rd Street Extension - The road is complete and the waterline is being installed.
- Sidewalk replacement Project - Starting this week
- Fire Hydrant Replacement Project - Currently in progress
- Street Preservation and Curb Replacement - Both projects will be completed by the end of this week.

Development Under Construction

- Madison Valley Phase 3 - Project is substantially completed
- Ascend - No active infrastructure work
- Sendera - Grading work is being completed
- Raymore Commerce Center south - Grading work is being completed

OPERATIONS & MAINTENANCE DIVISION

- 79 City Hall Work Orders
- 14 Driveway Inspections
- 51 Final ROW Inspections
- 513 Locates
- 97 Service Requests
- 4 Sewer Inspections
- 12 Sidewalk Inspections
- 4 Curb Inspections
- 5 Water Taps
- 5 Water Inspections
- Distracted Driving is Dangerous crew training 9.30.24
- New Hire Training
- Continued on hydrant flushing program
- Entered completed backflow tests into our system
- Mowed firing range
- Routine mowing throughout city
- Flagger Certification training
- Osha Competent Persons Excavation and Trench Safety training
- Meter activations
- Camera 40 ft of storm sewer line on Sunset Ln
- DNR bi-monthly water samples
- Miscellaneous water and sewer service requests
- Customer service training
- Completed pothole patching throughout city

- Completed a few street repairs on Falcon, Star and Mercury
- Replaced sidewalk panels for water break near CVS
- Unloaded and organized new trash and recycling carts
- Pulled readings for water stations
- Snow Operations Meetings / Prep.
- Assembled new trash and recycling carts
- Demonstrated for line locator
- Continued working on Lead Service Line Inventory for MDNR / EPA
- Drop off and pick up 550's for snow maintenance
- Dirt work around sidewalks
- Replaced 5 Sidewalk panels
- AT&T Line Locates (2 separate Crews in Town)
- Comcast Line Locates
- Civic Leadership Academy Prep.
- Installed street signs and made ID Signs
- Benefits training day 10/14
- MDNR Regulations and LSLI Update Training 10/15
- Sewer station pump issues - Owen Good LS and Whitetail LS
- Hooked up, tested and serviced snow plow and spreaders in preparation for winter
- Rebuilt 2 F-550's snow spreaders
- Winterized street sweeper
- Drop off and pick up 550's for snow maintenance
- Recycling cart pick up
- Dirt work around sidewalks
- Roadside Mowing
- Equipment Maintenance
- Station Readings
- MDNR water testing training for 3 employees
- Sent off first round of Lead Service Line Inventory Inspection report to EPA & MDNR
- UCMR5 water samples
- MDNR water samples
- Completed a few curb patching service requests
- Made repairs to yards from water main break on Saddlebrook
- Hauled off tires from Public Works facility
- Snow Operations Meeting 10/16
- Temperature Extremes Training 10/16
- Snow Plow Safety Training 10/16
- Backhoe Operator Training 10/17
- Civic Leadership Academy meeting 10/17

MONTHLY REPORT

October 2024

Monthly Highlights

Paws & Pumpkins 5K, 8 a.m., Saturday, Oct. 26 at Hawk Ridge Park. Join us for a spooky-themed morning of fitness and furry fun. Dress yourself and your dog in a costume to be entered into our costume contest where winners will be announced after the race. Celebrate Halloween in style with your four-legged friends as we run, walk and wag our way through a festive 5k course. El Cafe Cubano food truck will be at the race with coffee and pastries available for purchase!

Registration includes race tracking, a t-shirt for you and a dog tag for your pup! [Click here to learn more.](#) \$40 (day of race, 10/26)

In-person absentee voting at Cass County Clerk's Office

102 E Wall St, Harrisonville

Any Cass County voter can now vote in person at the Cass County Clerk's Office at 102 E. Wall St. in Harrisonville, MO. The Cass County Clerk's office hours are 8 a.m.-4:30 p.m., Monday through Friday, and 8 a.m. to noon Saturday, Nov. 2. THERE IS NO EARLY VOTING AT RAYMORE FACILITIES.

Monthly Activities

- Award of contract to replace the walking bridges at Memorial Park was issued on 9/23.
- The Recreation team attended a web demonstration for a mobile application hosted by Vermont Systems.
- Recreation Coordinator Cecilia Walther met with Vanity Fur to pick up prizes for the upcoming [Paws & Pumpkins 5K](#).
- Recreation Superintendent Todd Brennon met with 2nd graders at Creekmoor Elementary to discuss the different parks in Raymore.
- Athletic Coordinator Nick Cook ordered end of season medals for the fall athletic programs.
- City Clerk Erica Hill, Finance Director Lisa Williams, Parks Director Nathan Musteen, Development Services Director David Gress and Economic Development Director Jordan Lea dropped goodie bags full of goodies from Raymore businesses to our neighbors to celebrate Missouri Good Neighbor Week: City of Peculiar, RayPec School District, City of Belton, Belton Parks and Recreation, Belton School District and South Metro Fire Department.
- Athletic Coordinator Nick Cook interviewed two candidates for the Tiny Sports instructor position.



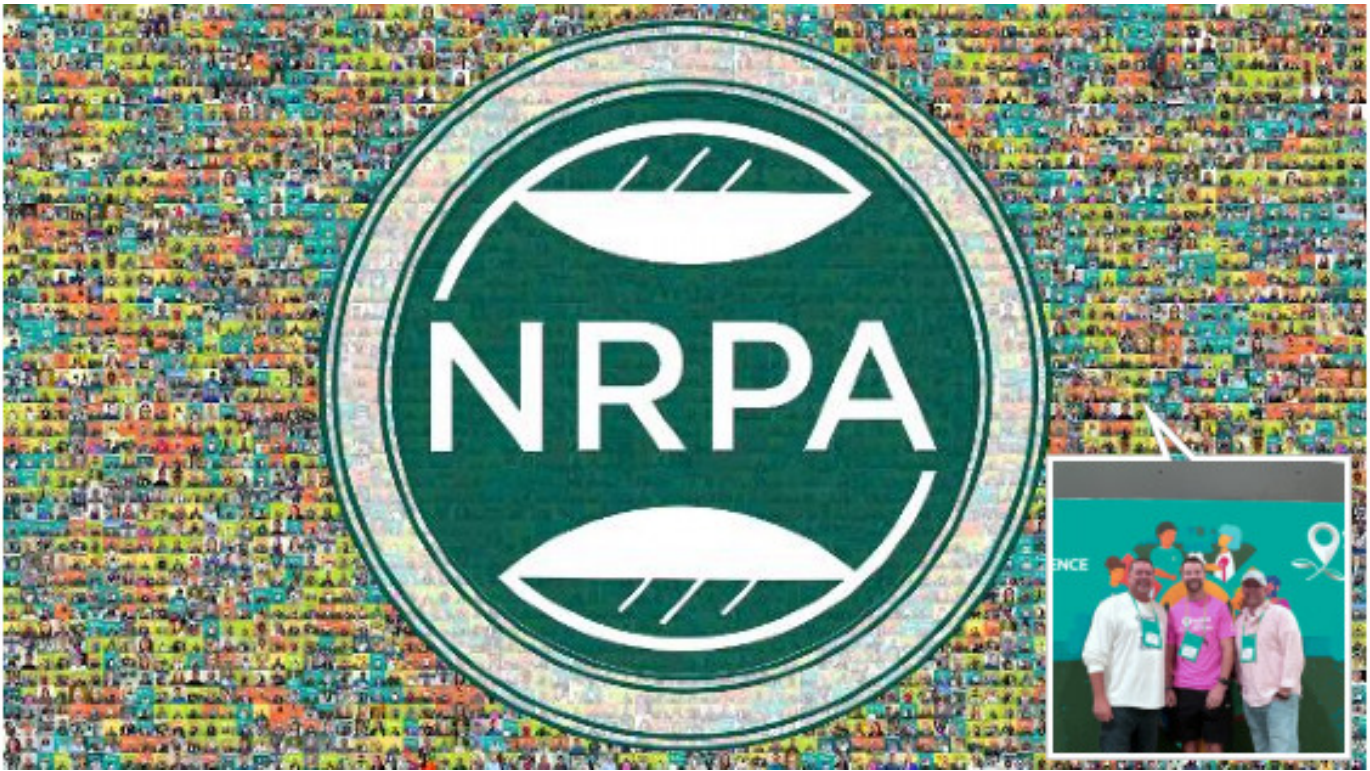
- Athletic Coordinator Nick Cook rescheduled sports games that were canceled due to inclement weather on Sept. 21 and 23.
- Recreation Superintendent Todd Brennon and Athletic Coordinator Nick Cook programmed the scoreboards recently installed as part of the Raymore Activity Center expansion. Athletic Coordinator Nick Cook and Recreation Coordinator Cecilia Walther attended the Region 1 MPRA Lunch & Learn hosted in Columbia, MO on Tuesday.
- Parks & Recreation Director Nathan Musteen and Recreation Superintendent Todd Brennon attended the Civic Leadership Academy on Thursday to discuss parks and recreation.
- Tiny Flag Football has a total of 46 registered participants.
- Recreation Superintendent Todd Brennon, Recreation Coordinator Cecilia Walther, Athletic Coordinator Nick Cook and Community Engagement Coordinator Alex Garcia met with Raymore Nutrition to sample products and discuss future partnership opportunities.
- Athletic Coordinator Nick Cook distributed end of season medals to the youth athletic teams for the fall season.
- Recreation staff began making updates for the Winter/Spring 2025 program guide.
- Recreation Coordinator Cecilia Walther finalized the layout for the 2024 Holiday Craft Fair.
- Recreation Coordinator Cecilia Walther met with a potential partner for a future Valentine's Day event.
- Parks and Recreation Director Nathan Musteen and Recreation Superintendent Todd Brennon attended the High Performing Organizations conference for the Heartland Certified Public Manager Program presented by the University of Kansas Public Management Center.
- Parks Maintenance built and moved storage shelves into the new storage rooms at the Raymore Activity Center.



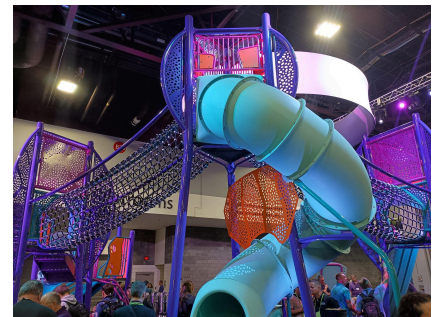
Capital Project Updates

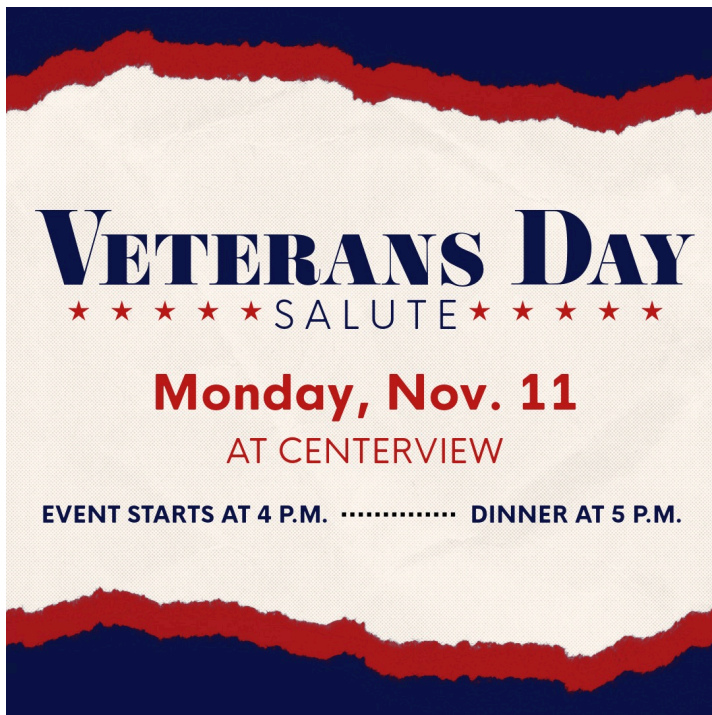
- Trail work at Recreation Park is complete
- Trail work at Memorial Park is complete
- Memorial Park Bridge contract has been awarded
- Recreation Park Disc Golf Course project will begin this fall
- Centerview Detention Project is underway
- The RAC is nearing completion
- Hawk Ridge Park parking lot and Sunset Lane contract has been awarded.





Parks and Recreation Director Nathan Musteen, Parks Superintendent Steve Rulo and Recreation Superintendent Todd Brennon attended the National Parks and Recreation Conference in Atlanta.





Monday, Nov. 11
Event starts at 4 p.m.
Dinner at 5 p.m.

Join us in celebrating and thanking our veterans at this free event. This celebration will include dinner, entertainment & our new Honor Wall display.

Our Honor Wall will feature pictures and bios from our veterans and will be available to view from Monday, Nov. 11 until Friday, Nov. 15 in Centerview's Room A during normal business hours.

Honor Bricks, an engraved brick with a veteran's name and years of service, will be gifted to any veteran free of charge (after completion of our form) and will be unveiled later this spring. Donations will be accepted to fund Honor Bricks.

To have your loved veteran be featured on our Honor Wall or receive an Honor Brick, please complete our form by Nov. 1. [Complete the form here](#) or online at www.raymore.com.

FINANCE MONTHLY REPORT

This report, consisting of a Financial Summary, Investment Summary and Grant Summary, has been prepared for the fiscal period September 1, 2024 to September 30, 2024.

September Financial Summary

Some notes regarding this month's summary operating report:

General Fund

Revenue:

91.67% of the way through the fiscal year, General Fund revenues are generally tracking as expected with total collected revenue of 96.34% of budget. Inter-fund transfers are being completed on a monthly basis with the exception of the Capital Funds Transfer. The Capital Funds Transfers will occur throughout the year after the capital project has been contracted by the Council.

- Property tax revenues collected are tracking below expectation at 98.10%. Staff expects this revenue source to come in slightly below budget.
- Franchise Tax revenues are tracking slightly below straight line budget at 90.97%. This revenue source varies depending on the weather. Staff will continue to monitor this closely throughout the year.
- Sales tax revenues as a whole are tracking above straight line budget at 95.09%. City sales taxes are at 93.33% while state shared gasoline and vehicle taxes are at 100.30%.
- Fees and Permit revenues collected in total are tracking above straight line budget at 138.72%. Residential building permits are above straight line budget at 265.41%. There are 78 detached single family and 104 attached single family residential building permits issued out of the 135 budgeted starts. In addition, we have issued 35 commercial building permits.
- License revenues collected are tracking above straight line budget at 106.15%. Occupational license revenues collected are tracking ahead of expectation. Nearly all of the revenue is received in January when the licenses are due and staff anticipates a small amount throughout the fall for new builders to the area. Liquor licenses are due in May and processed after the public hearing.
- Municipal Court revenues collected are above straight line budget at 113.63%. Staff will continue to monitor this revenue source closely throughout the year.

Expenditures:

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

- The Information Technology Department has replaced the majority of the computers scheduled for replacement, and has renewed a majority of the annual software maintenance agreements, putting it above straight line budget.
- The Finance Department is currently at 91.69% of straight line budget primarily due to the completion of the annual audit as well as credit card fees; staff is analyzing and reviewing options for credit card processors.

Parks & Recreation Fund

Revenue:

Revenues are at 85.47% of budget 91.67% of the way through the year. Rental revenues are anticipated to increase throughout the fall. Staff will monitor all revenue sources closely. Raymore Activity Center revenue continued to increase in September due to basketball enrollments and will continue to increase in October.

Expenditures:

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

Enterprise Fund

Revenue:

Utility revenues as a whole are tracking at 94% of straight line budget. Staff will continue to monitor all utility revenue closely throughout the year.

Expenditures:

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

01 -GENERAL FUND
FINANCIAL SUMMARY

	PRIOR YEAR	PRIOR YEAR	REMAINING						
	ENDING PO BAL.	PO ADJUST.	PRIOR YEAR	CURRENT	CURRENT	YEAR TO DATE	TOTAL	BUDGET	% OF
			PO BALANCE	BUDGET	PERIOD	ACTUAL	ENCUMBRANCE	BALANCE	BUDGET
REVENUE SUMMARY									
NON-DEPARTMENTAL									
PROPERTY TAXES	0.00	0.00	0.00	1,990,045.00	7,552.68	1,952,247.92	0.00	37,797.08	98.10
FRANCHISE TAXES	0.00	0.00	0.00	2,539,710.00	236,863.38	2,310,323.48	0.00	229,386.52	90.97
SALES TAXES	0.00	0.00	0.00	4,707,891.00	446,980.87	4,476,644.81	0.00	231,246.19	95.09
FEES AND PERMITS	0.00	0.00	0.00	645,897.00	67,756.60	895,970.05	0.00	(250,073.05)	138.72
LICENSES	0.00	0.00	0.00	128,292.00	2,056.00	136,180.00	0.00	(7,888.00)	106.15
MUNICIPAL COURT	0.00	0.00	0.00	272,574.00	27,487.14	309,727.86	0.00	(37,153.86)	113.63
MISCELLANEOUS	0.00	0.00	0.00	737,377.00	48,208.27	775,139.57	0.00	(37,762.57)	105.12
TRANSFERS - INTERFUND	0.00	0.00	0.00	2,429,890.00	154,680.34	2,103,683.74	0.00	326,206.26	86.58
TOTAL NON-DEPARTMENTAL	0.00	0.00	0.00	13,451,676.00	991,585.28	12,959,917.43	0.00	491,758.57	96.34
COVID-19									
TOTAL REVENUES	0.00	0.00	0.00	13,451,676.00	991,585.28	12,959,917.43	0.00	491,758.57	96.34
EXPENDITURE SUMMARY									
NON-DEPARTMENTAL	0.00	0.00	0.00	3,165,400.00	31,116.67	3,236,601.98	0.00	(71,201.98)	102.25
ADMINISTRATION	12,500.00	0.00	12,500.00	1,501,751.46	80,969.32	1,345,648.07	7,725.71	148,377.68	90.12
INFORMATION TECHNOLOGY	6,270.88	780.00	5,490.88	814,959.40	70,577.99	742,613.69	32,325.75	40,019.96	95.09
ECONOMIC DEVELOPMENT	0.00	0.00	0.00	188,208.00	12,536.98	149,798.16	1,400.36	37,009.48	80.34
COMMUNITY DEVELOPMENT	0.00	0.00	0.00	880,296.60	62,304.04	731,874.75	1,943.32	146,478.53	83.36
ENGINEERING	0.00	0.00	0.00	503,636.60	36,657.75	457,151.04	938.90	45,546.66	90.96
STREETS	1,100.01	1,100.00	0.01	1,004,885.32	66,471.32	771,903.86	87,709.05	145,272.41	85.54
BUILDING & GROUNDS	0.00	0.00	0.00	410,881.00	25,489.84	316,679.42	6,785.58	87,416.00	78.72
STORMWATER	0.00	0.00	0.00	369,772.00	19,899.02	242,489.57	304.13	126,978.30	65.66
COURT	0.00	0.00	0.00	190,370.00	15,893.84	165,070.36	301.74	24,997.90	86.87
FINANCE	0.00	0.00	0.00	944,752.92	65,788.27	846,596.62	19,635.23	78,521.07	91.69
COMMUNICATIONS	0.00	0.00	0.00	296,320.00	34,669.82	247,355.48	2,729.87	46,234.65	84.40
PROSECUTING ATTORNEY	0.00	0.00	0.00	26,650.00	2,250.00	21,750.00	2,250.00	2,650.00	90.06
POLICE	7,271.30	7,271.30	0.00	5,292,393.08	394,243.40	4,580,237.79	8,851.79	703,303.50	86.71
EMERGENCY MANAGEMENT	0.00	0.00	0.00	141,894.00	9,123.04	116,581.29	352.14	24,960.57	82.41
TOTAL EXPENDITURES	27,142.19	9,151.30	17,990.89	15,732,170.38	927,991.30	13,972,352.08	173,253.57	1,586,564.73	89.92
REVENUES OVER/(UNDER) EXPENDITURES	(27,142.19)	9,151.30	(17,990.89)	(2,280,494.38)	63,593.98	(1,012,434.65)	(173,253.57)	(1,094,806.16)	51.99

DEPARTMENT HEAD REPORT - UNAUDITED

AS OF: SEPTEMBER 30TH, 2024

25 -PARK FUND
FINANCIAL SUMMARY

			REMAINING						
	PRIOR YEAR	PRIOR YEAR	PRIOR YEAR	CURRENT	CURRENT	YEAR TO DATE	TOTAL	BUDGET	% OF
	ENDING PO BAL.	PO ADJUST.	PO BALANCE	BUDGET	PERIOD	ACTUAL	ENCUMBRANCE	BALANCE	BUDGET
REVENUE SUMMARY									
NON-DEPARTMENTAL									
PARKS DIVISION									
PROPERTY TAXES	0.00	0.00	0.00	544,255.00	2,033.04	525,434.38	0.00	18,820.62	96.54
MISCELLANEOUS	0.00	0.00	0.00	32,896.00	2,354.37	20,688.33	0.00	12,207.67	62.89
FACILITY RENTAL REVENUE	0.00	0.00	0.00	17,575.00	1,615.00	13,682.50	0.00	3,892.50	77.85
TRANSFERS - INTERFUND	0.00	0.00	0.00	650,000.00	54,166.67	595,833.37	0.00	54,166.63	91.67
TOTAL PARKS DIVISION	0.00	0.00	0.00	1,244,726.00	60,169.08	1,155,638.58	0.00	89,087.42	92.84
RECREATION DIVISION									
CONCESSION REVENUE	0.00	0.00	0.00	62,000.00	4,387.32	23,002.13	0.00	38,997.87	37.10
FACILITY RENTAL REVENUE	0.00	0.00	0.00	33,560.00	235.00	9,622.00	0.00	23,938.00	28.67
PROGRAM REVENUE	0.00	0.00	0.00	273,225.00	4,190.00	247,853.50	0.00	25,371.50	90.71
TOTAL RECREATION DIVISION	0.00	0.00	0.00	368,785.00	8,812.32	280,477.63	0.00	88,307.37	76.05
CENTERVIEW									
FACILITY RENTAL REVENUE	0.00	0.00	0.00	79,050.00	7,817.50	58,239.75	0.00	20,810.25	73.67
PROGRAM REVENUE	0.00	0.00	0.00	9,760.00	894.00	8,682.50	0.00	1,077.50	88.96
TOTAL CENTERVIEW	0.00	0.00	0.00	88,810.00	8,711.50	66,922.25	0.00	21,887.75	75.35
RAYMORE ACTIVITY CENTER									
MISCELLANEOUS	0.00	0.00	0.00	2,505.00	0.00	0.00	0.00	2,505.00	0.00
CONCESSION REVENUE	0.00	0.00	0.00	2,000.00	0.00	0.00	0.00	2,000.00	0.00
FACILITY RENTAL REVENUE	0.00	0.00	0.00	16,825.00	755.00	12,728.00	0.00	4,097.00	75.65
PROGRAM REVENUE	0.00	0.00	0.00	219,425.00	13,894.00	145,042.00	0.00	74,383.00	66.10
TOTAL RAYMORE ACTIVITY CENTER	0.00	0.00	0.00	240,755.00	14,649.00	157,770.00	0.00	82,985.00	65.53
TOTAL REVENUES	0.00	0.00	0.00	1,943,076.00	92,341.90	1,660,808.46	0.00	282,267.54	85.47
EXPENDITURE SUMMARY									
PARKS DIVISION	0.00	0.00	0.00	1,139,775.49	84,440.39	993,741.98	8,461.42	137,572.09	87.93
RECREATION DIVISION	0.00	0.00	0.00	399,264.50	45,872.25	373,258.34	11,320.59	14,685.57	96.32
CENTERVIEW	0.00	0.00	0.00	143,026.96	7,636.45	91,257.91	1,576.73	50,192.32	64.91
RAYMORE ACTIVITY CENTER	0.00	0.00	0.00	308,703.54	17,847.34	290,615.46	4,967.97	13,120.11	95.75
TOTAL EXPENDITURES	0.00	0.00	0.00	1,990,770.49	155,796.43	1,748,873.69	26,326.71	215,570.09	89.17
REVENUES OVER/(UNDER) EXPENDITURES	0.00	0.00	0.00	(47,694.49)	(63,454.53)	(88,065.23)	(26,326.71)	66,697.45	239.84

50 -ENTERPRISE FUND
FINANCIAL SUMMARY

	PRIOR YEAR	PRIOR YEAR	REMAINING	CURRENT	CURRENT	YEAR TO DATE	TOTAL	BUDGET	% OF
	ENDING PO BAL.	PO ADJUST.	PRIOR YEAR	BUDGET	PERIOD	ACTUAL	ENCUMBRANCE	BALANCE	BUDGET
			PRIOR YEAR						
			PO BALANCE						
REVENUE SUMMARY									
NON-DEPARTMENTAL									
MISCELLANEOUS	0.00	0.00	0.00	162,300.00	22,115.00	183,162.79	0.00	(20,862.79)	112.85
UTILITY REVENUE	0.00	0.00	0.00	10,662,539.00	1,147,677.16	9,992,194.43	0.00	670,344.57	93.71
TOTAL NON-DEPARTMENTAL	0.00	0.00	0.00	10,824,839.00	1,169,792.16	10,175,357.22	0.00	649,481.78	94.00
COVID-19									
SRF SEWER BONDS									
TOTAL REVENUES	0.00	0.00	0.00	10,824,839.00	1,169,792.16	10,175,357.22	0.00	649,481.78	94.00
EXPENDITURE SUMMARY									
NON-DEPARTMENTAL	0.00	0.00	0.00	600,000.00	50,000.00	550,000.00	0.00	50,000.00	91.67
WATER	14,882.30	14,882.30	0.00	4,147,148.50	419,408.32	3,381,231.99	(1,293.86)	767,210.37	81.50
SEWER	0.00	0.00	0.00	4,334,001.50	588,007.50	3,687,960.34	20,660.56	625,380.60	85.57
SOLID WASTE	0.00	0.00	0.00	2,107,197.00	179,635.84	1,766,224.59	0.00	340,972.41	83.82
TOTAL EXPENDITURES	14,882.30	14,882.30	0.00	11,188,347.00	1,237,051.66	9,385,416.92	19,366.70	1,783,563.38	84.06
REVENUES OVER/(UNDER) EXPENDITURES	(14,882.30)	14,882.30	0.00	(363,508.00)	(67,259.50)	789,940.30	(19,366.70)	(1,134,081.60)	211.98-

Investment Monthly Report

Investments Held at 09/30/2024

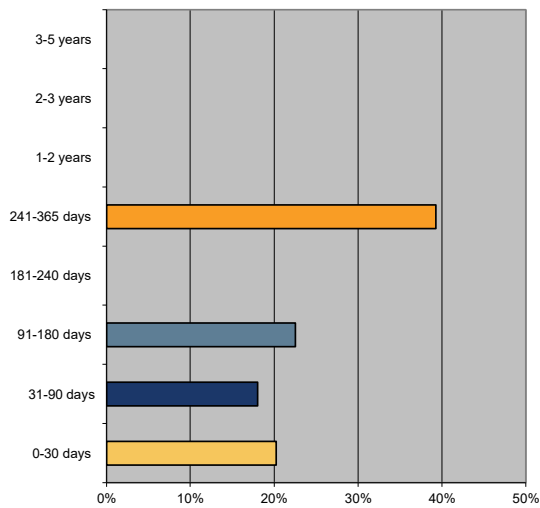
Purchase Date	Receipt #	Institution	Description	Restricted	Maturity Date	Principal	Par **	Yield	Market*	Premium (Discount)
12/21/23	910088	CBR	CD		12/21/24	2,000,000.00	2,000,000.00	5.1000	2,000,000.00	NA
12/21/23	910104	CBR	CD		12/21/24	2,000,000.00	2,000,000.00	5.1000	2,000,000.00	NA
10/18/12		MOSIP	MOSIP POOLE- GENERAL FUND		NA	2,248,799.55	2,248,799.55	4.1600	2,248,799.55	NA
06/03/16		MOSIP	MOSIP POOLE- GENERAL FUND		NA	1,077,377.81	1,077,377.81	4.1600	1,077,377.81	NA
09/01/16		MOSIP	MOSIP POOLE- GENERAL FUND		NA	1,168,852.76	1,168,852.76	4.1600	1,168,852.76	NA
08/14/19	901472	CBR	CD	Fund 50	08/25/25	717,373.06	717,373.06	4.1500	717,373.06	NA
09/05/24	JASB BID ID5!	NASB	CD		09/05/25	2,000,000.00	2,000,000.00	4.6500	2,000,000.00	NA
03/20/24	1275842	NASB	CD		03/20/25	2,500,000.00	2,500,000.00	5.2500	2,500,000.00	NA
03/20/24		NASB	CD		03/20/25	2,500,000.00	2,500,000.00	5.2500	2,500,000.00	NA
08/08/24	296024665	COMMERCE	US TREASURY		08/07/25	2,000,267.55	2,089,000.00	4.4120	2,000,267.55	(88,732.45)
08/08/24	296024664	COMMERCE	US TREASURY		08/07/25	4,000,535.10	4,178,000.00	4.4120	4,000,535.10	(177,464.90)
Investment Total						22,213,205.83	22,479,403.18		22,213,205.83	(266,197.35)

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

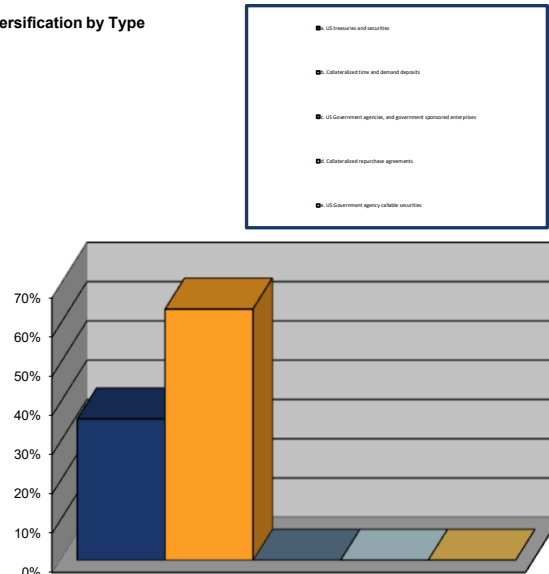
Average Annual Rate of Return: 4.6865

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

Investment by Maturity



Diversification by Type



Listing of Investments Matured During the Month

Month	Receipt #	Institution	Description	Restricted	Maturity Date	Principal	Par **	Yield	Days Held
09/13/23	296022895	COMMERCE	US TREASURY		09/05/24	1,999,990.41	2,105,000.00	5.3140	365.00

Average Rate of Return on Maturities: 5.31

September Grant Summary

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

Current Grant Awards:	Grantor	Award Amt. / Match Required	Eligible Amount Expended to Date	Awards/ Reimbursements Rec'd. to Date	Grant Deadline
Police:					
State & Community Hwy. Safety Grant - DWI (Oct. 2023 - Sept. 2024)	MoDOT (Traffic & Hwy. Safety Division)	\$11,037 (no match)	\$5,117.84	\$5,117.84	09/30/24
State & Community Hwy. Safety Grant - HMTV (Oct. 2023 - Sept. 2024)	MoDOT (Traffic & Hwy. Safety Division)	\$5,750 (no match)	\$6,748.53	\$5,820.40	09/30/24
Bulletproof Vest Partnership (Sept. 2019 - Aug. 2022)	DOJ	\$5,398 (50% match)	\$7,022.01	\$7,022.01	08/31/24
Parks:					
Emergency Management:					
Emergency Mgmt. Performance Grant - 2024 (July 2023 - June 2024)	FEMA	\$32,008.28 (50% match)	\$32,008.28	\$32,008.28	06/30/24
Community Development:					
Community Development	AARP	\$15,000	\$12,349.52	\$15,000.00	11/05/18

Past Grant Awards:	Grantor	Award Amount / Match Req'd.	Eligible Amount Expended to Date	Awards/ Reimbursements Rec'd. to Date	Grant Deadline
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THE RAYMORE CITY COUNCIL MET IN REGULAR SESSION ON MONDAY, OCTOBER 14, 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 CITY CLERK ERICA HILL.

1. Call to Order

Mayor Turnbow called the meeting to order at 6:00 p.m. Councilmember Mills arrived at 6:01 p.m.

2. Roll Call

City Clerk Erica Hill called roll; quorum present to conduct business.

3. Pledge of Allegiance

4. Presentation/Awards

5. Personal Appearances

6. Staff Reports

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

City Manager Jim Feuerborn and Public Works Director Trent Salsbury answered questions from Council regarding the status of the Ward Road project.

Chief of Police Jim Wilson reviewed the staff report included in the Council packet. He answered questions from Council.

City Manager Jim Feuerborn announced items for the October 21 work session.

7. Committee Reports

8. Consent Agenda

A. City Council Meeting minutes, September 23, 2024

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. Evergy Franchise Agreement

BILL 3912: "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."

City Clerk Erica Hill conducted the second reading of Bill 3912 by title only.

MOTION: By Councilmember Holman, second by Councilmember Abdelgawad to approve the second reading of Bill 3912 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 3912 as **Raymore City Ordinance 2024-043**.

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."

City Clerk Erica Hill conducted the second reading of Bill 3913 by title only.

MOTION: By Councilmember Holman, second by Councilmember Abdelgawad to approve the second 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

Mayor Turnbow announced the motion carried and declared Bill 3913 as **Raymore City Ordinance 2024-044.**

C. Award of Contract - Sunset Lane & 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."

City Clerk Erica Hill conducted the second reading of Bill 3916 by title only.

MOTION: By Councilmember Holman, second by Councilmember Abdelgawad to approve the second 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

Mayor Turnbow announced the motion carried and declared Bill 3916 as **Raymore City Ordinance 2024-045.**

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."

City Clerk Erica Hill conducted the second reading of Bill 3917 by title only.

MOTION: By Councilmember Holman, second by Councilmember Abdelgawad to approve the second 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

Mayor Turnbow announced the motion carried and declared Bill 3917 as **Raymore City Ordinance 2024-046**.

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."

City Clerk Erica Hill conducted the second reading of Bill 3915 by title only.

MOTION: By Councilmember Holman, second by Councilmember Abdelgawad to approve the second 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

Mayor Turnbow announced the motion carried and declared Bill 3915 as **Raymore City Ordinance 2024-047.**

10. New Business

A. Adoption of the FY 2025 City Budget (public hearing)

BILL 3918: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, APPROVING THE FISCAL YEAR 2025 BUDGET."

City Clerk Erica Hill conducted the first reading of Bill 3918 by title only.

Mayor Turnbow opened the public hearing at 6:15 p.m. and called for a staff report.

City Manager Jim Feuerborn reviewed the staff report included in the Council packet. 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 of the three Council work sessions following the presentation. He reviewed the total proposed expenditures and transfers included in the budget.

Mayor Turnbow opened the floor for public comments. Hearing none, he closed the public hearing at 6:19 p.m.

MOTION: By Councilmember Holman, second by Councilmember Abdelgawad to approve the first reading of Bill 3918 by title only in its entirety as presented by the City Manager on August 19 with the following amendments:

1. That \$1,124,557 be transferred from the General Fund available fund balance to the Transportation Fund to be used on Street and Curb projects to be determined.
2. That \$2,685 be transferred from the General Fund available fund balance to the General Fund Streets budget for the purchase of a Solar Weather Camera.
3. That \$3,020 be transferred from the General Fund available fund balance to the General Fund Administration budget for the purchase of a Drone.
4. That \$9,169 be transferred from the General Fund available fund balance to the General Fund Streets budget for the purchase of Advanced Traffic Counting Equipment.
5. That \$109,446 be transferred from the Enterprise Fund available fund balance to the Enterprise Fund Water and Sewer Capital Outlay - Vehicles accounts for the purchase of a Backhoe/Loader.

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

B. Budget Amendment: FY 2024 Operating Adjustments

BILL 3919: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AMENDING THE FISCAL YEAR 2024 OPERATING BUDGET."

City Clerk Erica Hill conducted the first reading of Bill 3919 by title only.

Finance Director Elisa Williams reviewed the staff report included in the Council packet. During Fiscal Year 2024, the following operating transactions occurred causing projections to exceed budget and 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 and paid for the Compensation Study in FY2024 that was budgeted in FY 2023. \$24,218 General Fund
3. The Street department purchased an Anti-Ice Spray System. \$82,875 General Fund
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
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
6. The Prosecutor contract was renewed and increased during the middle of FY 2024. \$2,250 General Fund Prosecutor department
7. The Enterprise Fund should reimburse the General Fund for the increase in credit card fees associated with utility billing. \$46,000 Enterprise Fund
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; \$500,000 Capital Improvement Sales Tax Fund; \$145,000 Water Connection Fee Fund ; \$145,000 Sewer Connection Fee Fund
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
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

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
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

City Manager Jim Feuerborn reviewed the necessity for the amendments of several items and answered questions from Council.

MOTION: By Councilmember Holman, second by Councilmember Abdelgawad to approve the first reading of Bill 3919 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. Timber Ridge Rezoning R-1P to R-2 (public hearing)

BILL 3924: "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."

City Clerk Erica Hill conducted the first reading of Bill 3924 by title only.

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

Development Services Director David Gress reviewed the staff report included in the Council packet. 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. He confirmed that the public hearing was properly advertised in the North Cass Herald. A Good Neighbor Meeting was held on August 14, 2024, with no public attending. At its September 17, 2024, meeting, the Planning and Zoning Commission voted 8-0 to recommend approval of this request.

Councilmember Burke asked about the number of duplexes on Darrowby. Councilmember Baker stated there are 13 duplexes on the west side of Darrowby.

Matt Schlicht, Engineering Solutions, 50 SE 30th Street, Lee's Summit, MO, reviewed the project.

Councilmember Baker asked if the development would be owner occupied or rental units. Mr. Schlicht answered they would be owned and rented by Mr. Seibert.

Councilmember Abdelgawad asked how many units in his current properties are currently empty.

Sean Siebert, 1813 SW Fountain Drive, Lee's Summit, MO, stated the demand for this one-level living product type is very high and there are waiting lists at the other properties.

Councilmember Burke asked if you can see the different styles from the east. Mr. Siebert stated there are 2 floor plans. Mr. Schlicht added that there are a variety of colors and materials used throughout the project.

City Attorney Jonathan Zerr reminded the Council that there are findings of fact for consideration on a rezoning application and questions should relate to those findings of fact.

Councilmember Circo asked about berming between the project and Darrowby.

Councilmember Holman called for a point of order, stating the question is not appropriate for a rezoning application.

Mayor Turnbow opened the floor for public comments. Hearing none, he closed the public hearing at 6:45 p.m.

MOTION: By Councilmember Holman, second by Councilmember Abdelgawad to approve the first reading of Bill 3924 by title only.

DISCUSSION: None

VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Baker	Nay
	Councilmember Barber	Aye
	Councilmember Burke III	Nay
	Councilmember Circo	Nay

Councilmember Engert	Aye
Councilmember Holman	Aye
Councilmember Mills	Nay

Mayor Turnbow voted Aye to break the tie.

D. Timber Ridge Preliminary Plat (public hearing)

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."

City Clerk Erica Hill conducted the reading of Resolution 24-28 by title only.

Mayor Turnbow opened the public hearing at 6:46 p.m. and called for a staff report.

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

Councilmember Mills stated if the developer sells to another entity, the new owner wouldn't be held to the Memorandum of Understanding (MOU). City Attorney Jonathan Zerr stated the MOU would apply to any future purchaser.

Mayor Turnbow asked Mr. Siebert how long he has owned Oak Ridge Farms. Mr. Siebert stated he's owned the ground since 2012, began building in 2016, and maintains ownership of all the units. Mayor Turbow stated he also owned units on Park Drive and asked how long he owned them. Mr. Siebert stated he sold them before building Oak Ridge Farms, but owned them for 33 years. Mayor Turnbow asked about the properties on Conway. Mr. Siebert stated he owns and intends to continue ownership of those properties, as well.

Councilmember Abdelgawad asked if the properties owned by Mr. Siebert have higher call volumes from the Police Department compared to other neighborhoods in the City. Chief Wilson stated there are no more calls for service there as compared to anywhere else in the city.

Mayor Turnbow pointed out that this developer isn't asking for incentives, will install \$250,000 in street lights, and have worked with staff to develop a quality product.

Councilmember Baker stated his constituents would rather have single family, owner occupied homes.

Councilmember Burke stated he would be abstaining from the vote as he did not conduct his due diligence on this item as he was voting against the rezoning of this property.

Mr. Zerr pointed out the terms of consideration of a preliminary plat.

Mayor Turnbow opened the floor for public comments. Hearing none, he closed the public hearing at 7:02 p.m.

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

DISCUSSION: Councilmember Holman asked the perceived difference between owner occupied and rental housing, noting that a number of single family homes are owned by corporations and rented.

Councilmember Abedlgawad asked fellow Councilmembers to look at facts, pay attention to crime reports, and not rely on opinions.

Councilmember Burke stated his constituents would like to see development slow down.

Councilmember Circo noted that during COVID, banks came in to buy and rent single family homes and he is noticing this trend reversing as banks are unloading these properties.

Councilmember Engert asked if tenants pay a monthly fee for services other than rent. Mr. Siebert answered no, however, should the tenant wish to have snow removal services, they can pay extra. He stated he provides maintenance of the units, as well.

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

Mayor Turnbow voted Aye to break the tie.

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

BILL 3923: "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."

City Clerk Erica Hill conducted the first reading of Bill 3923 by title only.

Mayor Turnbow opened the public hearing at 7:10 p.m. and called for a staff report.

Development Services Director David Gress reviewed the staff report included in the Council packet. 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. He confirmed that the public hearing was properly advertised in the North Cass Herald. 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. Notices were sent to surrounding property owners with no comments about the use, however, they did comment on the current upkeep of the property which has been resolved. At its September 17, 2024, meeting, the Planning and Zoning Commission voted 8-0 to recommend approval of the Conditional Use Permit.

Trent Switzer, applicant, reviewed the request and provided an update of improvements since they took over the property in February 2024. He answered questions from Council.

Mayor Turnbow opened the floor for public comments. Hearing none, he closed the public hearing at 7:20 p.m.

MOTION: By Councilmember Holman, second by Councilmember Abdelgawad to approve the first reading of Bill 3923 by title only.

DISCUSSION: Councilmember Abdelgawad applauded the applicant for proceeding with the right steps for expanding their business.

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. Establishing a Stop Sign

BILL 3922: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, ESTABLISHING STOP SIGNS WITHIN THE CITY LIMITS OF RAYMORE, CASS COUNTY, MISSOURI."

City Clerk Erica Hill conducted the first reading of Bill 3922 by title only.

Public Works Director Trent Salsbury reviewed the staff report included in the Council packet. Based on recent discussions, staff has brought 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.

City Manager Jim Feuerborn stated Creekmoor Drive was approved as a long connector street and this is not intended to slow down traffic. The issue is visibility from northbound Kettering Lane onto Creekmoor Drive.

They answered questions from Council.

MOTION: By Councilmember Holman, second by Councilmember Abdelgawad to approve the first reading of Bill 3922 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

G. General Obligation Series 2024 Bond Issue

BILL 3920: "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."

City Clerk Erica Hill conducted the first reading of Bill 3919 by title only.

Finance Director Elisa Williams reviewed the staff report included in the Council packet. On August 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 is the final draw down and includes a total principal amount of \$5,515,000 for transportation projects including: Kurzweil Road, Street Lights, and the I-49 Fly over bridge. This issue will be bank-qualified, which is available to all issuers who intend to issue \$10 million or less of tax-exempt securities in any one calendar year. The 2024 General Obligation Bonds are expected to be sold via an electronic competitive sale method on November 12 and Piper, Sandler & Co. will be serving as the City's financial advisor and Gilmore & Bell as the City's Bond Counsel.

City Manager Jim Feuerborn stated the rating call occurred today. He noted part of the discussion was regarding the reduction of property value.

MOTION: By Councilmember Holman, second by Councilmember Abdelgawad to approve the first reading of Bill 3920 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 for recent events, welcomed Nonna's Trattoria restaurant, expressed excitement for the Sunset Lane extension, and discussed negative stereotypes and positive amenities of rental housing.

Councilmember Burke reviewed his attendance at the APA Quad-State Conference in Fayetteville, AR.

13. Adjournment

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

DISCUSSION: None

VOTE:	Councilmember Abdelgawad	Aye
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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 7:45 p.m.

Respectfully submitted,

Erica Hill
City Clerk

RESOLUTION 24-31

"A RESOLUTION OF THE CITY OF RAYMORE, MISSOURI, ACCEPTING THE PUBLIC IMPROVEMENTS OF MADISON VALLEY PHASE 2."

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

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

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

Section 1. The Public improvements for Madison Valley Phase 2 are accepted.

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

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

DULY READ AND PASSED THIS 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
Adoption of the FY2025 City Budget

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 Estimated End Date
11/1/2024 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: FY2024 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

Peak Auto Conditional Use Permit - 217 N. Madison

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

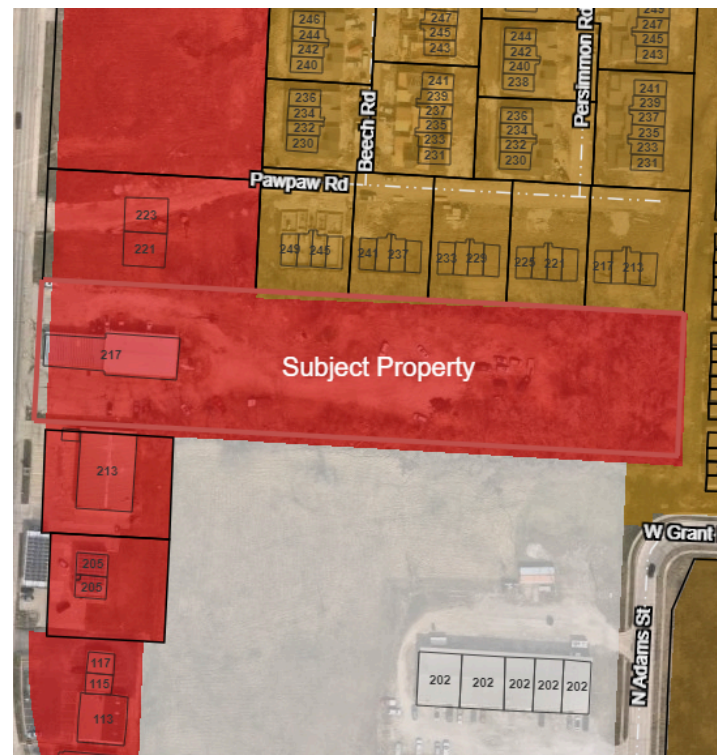
SURROUNDING ZONING & LAND USE

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



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 - Amended

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.

In an adjustment from the first reading two parameters have been modified. The true interest cost maximum has been modified from 4.5% to 5%. The optional redemption (call) date has been adjusted from 2032 to 2034. Both changes reflect changes to the market that have taken place since the first reading.

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. _____

OF

CITY OF RAYMORE, MISSOURI

PASSED

OCTOBER 28, 2024

AUTHORIZING

**NOT TO EXCEED \$5,515,000
GENERAL OBLIGATION BONDS
SERIES 2024**

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Exhibit B – Form of Preliminary Official Statement

Exhibit C – Notice of Sale

BILL NO. _____

ORDINANCE NO. _____

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 ~~4.505.00~~% per annum, and (5) the Bonds shall be subject to optional redemption prior to maturity no later than ~~2032~~2034. The final terms of the Bonds shall be specified in the Certificate of Final Terms upon the execution thereof, and the signatures of the officers of the City executing the Certificate of Final Terms shall constitute conclusive evidence of their approval and the City's approval thereof.

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



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: 10/14/2024
SUBMITTED BY: Nathan Musteen DEPARTMENT: Parks and Recreation
ITEM CATEGORY: Ordinance

TITLE / ISSUE / REQUEST

Award of Contract - Recreation Park - South Madison Street Landscaping Improvements

STRATEGIC PLAN GOAL / STRATEGY

2.2.3 Value and protect natural resources and green spaces

FINANCIAL IMPACT

Award To:	Big Green Turf Management
Amount of Request/Contract:	\$104,400.00
Amount Budgeted:	\$104,400.00
Funding Source/Account:	\$92,400.00-Fund 45 / \$12,000.00-Fund 25

PROJECT TIMELINE

Estimated Start Date
11/1/2024

Estimated End Date
11/1/2027

STAFF RECOMMENDATION:

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Bill 3921
2. Contract

BACKGROUND / JUSTIFICATION

In FY24, \$34,100 was approved for the redesign of the Recreation Park parking lot islands and \$58,300 for the Madison Street roundabout and street islands. The islands and roundabout are in need of updates and these improvements will redesign and install new

landscaping to improve the first impressions of Recreation Park, creating a more pleasing experience at the park.

Big Green Turf Management currently partners with the Parks Department in an agreement for field naming rights and team sponsorships in exchange for discounted fertilizing and annual herbicide treatments on the athletic fields at Recreation Park. In November 2024, staff met with the owners of Big Green Turf Management to discuss the Recreation Park islands and roundabout project. The owners of Big Green Turf Management were interested in expanding the partnership by completing the projects for the cost of materials in exchange for their time and labor.

Attached is an agreement that outlines a 3-year partnership with Big Green Turf Management to redesign and install new landscaping on the islands and the roundabout plus a 3-year maintenance plan in exchange for sports league sponsorships that includes logo placement and digital advertising plus field naming rights for all athletic fields in Recreation Park.

This agreement expands a long-standing partnership with a local business, provides a much needed service and reduces the work load for the Parks Maintenance Division. The Park Board has authorized the Parks Director and the City Manager to negotiate terms of the agreement in preparation for City Council review.

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH BIG GREEN TURF MANAGEMENT LLC FOR THE RECREATION PARK PARKING LOT ISLANDS AND THE MADISON STREET ROUNDABOUT AND ISLANDS LANDSCAPING PROJECT IN EXCHANGE FOR LEAGUE SPONSORSHIPS AND ATHLETIC FIELD NAMING RIGHTS FOR THREE YEARS TOTALING \$104,400.00 AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS."

WHEREAS, the Recreation Park parking lot islands and the Madison Street roundabout and islands were included in the 2024 Capital Budget; and,

WHEREAS, Big Green Turf Management LLC is a Parks and Recreation Department sponsor; and,

WHEREAS, Big Green Turf Management LLC and the Parks and Recreation Department have agreed on a 3-year partnership that expands sponsorship opportunities in exchange for redesign and labor of the islands and roundabout at Recreation Park.

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 3-year agreement in the amount of \$104,400.00 with Big Green Turf Management LLC for the Recreation Park Parking Lot Islands and the Madison Street Roundabout and Islands Landscaping 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 28TH DAY OF OCTOBER, 2024.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 25TH DAY OF NOVEMBER, 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

Raymore Parks and Recreation / Big Green Turf Management Public-Private Partnership

3-year agreement

SUMMARY

Proposal for a 3-year partnership with Big Green Turf Management for the landscaping and annual maintenance of the South Madison Street roundabout and Recreation Park parking lot islands in exchange for sponsorship and advertising opportunities.

SOURCES:			
<u>FY24 CIP Budget</u>			
Madison St Round-a-Bout Improvements	58,300.00	Fund 45 - FY24	
Recreation Park Parking Lot Islands	34,100.00	Fund 45 - FY24	
FUND 25 - Parks Maintenance (Herbicides) - 3 years	12,000.00	25-25-6430-1250	\$4000/year
TOTAL SOURCES:	104,400.00		

USES:			
Annual Fertilization & Turf Management	6,000.00	2,000 x 3 years	
Roundabout: Weed Control & Plant Health	6,900.00	2,300 x 3 years	
Madison St. Islands - Weed Control & Plant Health	5,100.00	1,700 x 3 years	
Parking Lot Islands - Weed Control & Plant Health	7,200.00	2,400 x 3 years	
Sponsorship	37,200.00	12,400 x 3 years	
Hardscape Materials	42,000.00	Materials & Supplies to be purchased direct by Big Green and invoiced to the City of Raymore	
TOTAL SOURCES:	104,400.00		

Effective Date: November 26, 2024 - November 26, 2027

Roundabout and adjoining islands

- Cutting down existing pear trees and grinding stumps
- Removing existing ground cover and leveling beds
- Putting down high quality weed barrier and Meramec B rock (matching materials at the RAC)
- Adding 6 new Maples. 3 at roundabout and 3 along the east bed where pears are and placing water diapers on them
- Repositioning the statues in the roundabout to make sense with tree placement
- Adding 15 boulders (9 on roundabout, 1 each on other 6 islands)
- Adding approximately 82 Karl Foerster grasses on the islands
- Adding three beds that will be planted with something similar to the Hibiscus that were there previously. This part may be done in the spring
- Reworking the irrigation to make more sense and putting battery operated timer on the roundabout system to be more effective

North Parking Lot

- Cutting down all existing trees except the redbud (8 total) would be done at the same time as the roundabout trees are removed
- Removing existing ground cover and leveling beds
- Putting down high quality weed barrier and Meramec B rock (matching materials at the RAC)
- Adding 8 new Maples with water diapers
- Adding 10 boulders
- Adding 56 Karl Foerster grasses to soften beds

South Parking Lot

- Removing existing ground cover and leveling beds
- Putting rock and a boulder on the two beds that are connected to grass (not stand alone)
- Removing existing ground cover and leveling beds
- Adding 152 Karl Foerster grasses and mulch to the 6 beds that aren't getting rock

Maintenance Items

- **Bed Pre-emergent** - Put down Snapshot as part of our 4-step commercial bed maintenance program
- **Bi-Weekly weeding** - Walk through all beds and islands and pull/spray any weeds that come up between visits
- **Deep Watering** - With this many plants and trees it is of utmost importance to get things watered properly until they get established. It's hard for us to warranty anything if we aren't in control of how it gets watered in. It's no easy or quick task to water 300 plus plants and trees but very important nonetheless and especially early on. We would for sure do a deep initial watering and then mother nature would to some extent dictate what else is needed from there.

Sports League Sponsor

		Price	Notes
	\$2 per hat @ 900 (baseball / softball)	\$1,800.00	
	\$2 per jersey for logo on back above number		
	baseball / softball / teeball	\$1,800.00	
	flag football	\$800.00	
	volleyball	\$600.00	
	soccer	\$1,300.00	
	basketball	\$700.00	

Field Naming Rights

	Soccer / Flag Football Fields	\$2,500.00	
	Baseball / Softball Fields (1-6)	\$2,500.00	
	Digital Advertising (scoreboards, lobby monitor)	\$400.00	
	Sponsorship Value (subtotal)	12,400.00	per year x 3 years
	Total Sponsorship Package	\$37,200	3 years

THE CITY OF RAYMORE, MISSOURI

By: _____
Jim Feuerborn, City Manager

Attest: _____
Erica Hill, City Clerk

Big Green Turf Management LLC.

By: _____

Title: _____

Date: _____



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: 10/28/2024

SUBMITTED BY: David Gress

DEPARTMENT: Development Services

ITEM CATEGORY: Resolution

TITLE / ISSUE / REQUEST

Opposition to MHDC Funding Application for Sunset Acres

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: City Council

Date: October 7, 2024 Work Session

Action/Vote: Informational

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Resolution 24-30

BACKGROUND / JUSTIFICATION

At the October 7, 2024, City Council Work Session, staff presented information regarding a proposed application to the Missouri Housing Development Commission (MHDC) for Sunset Acres, a 55+ senior housing development located south of Hawk Ridge Park between Johnston Parkway and Sunset Lane.

Following the staff's report, the Council directed staff to prepare a Resolution opposing the proposed development in the city until satisfactory progress could be made on the applicant's current project, and authorized the Mayor to provide a letter of opposition to the proposed project funding application to the Missouri Housing Development Commission.

Resolution 24-30 indicates the City Council's opposition to the proposed application, and the letter of opposition will be delivered to the MHDC during the public comment period in October.

RESOLUTION 24-30

"A RESOLUTION IN OPPOSITION TO THE APPLICATION BY MACO DEVELOPMENT COMPANY, LLC TO THE MISSOURI HOUSING DEVELOPMENT COMMISSION FOR FINANCING OF THE SUNSET ACRES PROJECT IN RAYMORE, CASS COUNTY, MISSOURI".

WHEREAS, the City Council is committed to ensuring that all housing developments in the city meet the highest standards of construction, safety, and sustainability to protect the health and safety of its residents; and,

WHEREAS, MACO Development Company, LLC has applied for financing from the Missouri Housing Development Commission for the Sunset Acres development in the City of Raymore, proposed on Johnston Parkway north of 58 Highway, development project number 25-030; and,

WHEREAS, MACO Development Company, LLC has previously undertaken a housing development project in the City of Raymore, but has not satisfactorily completed that project, leaving it with unresolved issues, including but not limited to incomplete construction, poor workmanship, and lack of responsiveness to concerns raised by both the City and its residents; and,

WHEREAS, allowing this developer to proceed with a second project in the city without having satisfactorily completed the first would not only set a poor precedent but also pose risks to the quality of life and would not serve the best interests of the City or its residents; and,

WHEREAS, the City Council believes that responsible developers should demonstrate good faith and accountability in their partnerships with municipalities and that failing to address deficiencies in previous projects raises serious concerns about the developer's ability to successfully complete future developments.

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

Section 1. Opposition. The City Council, by the adoption of this Resolution, indicates its opposition to the Sunset Acres development in Raymore and opposes the application to the Missouri Housing Development Commission (MHDC).

The City Council requests that the City Manager and City Attorney take all necessary legal and administrative actions to communicate the City's opposition to the proposed development, including but not limited to submitting formal objections to the MHDC and other relevant state authorities.

The City Council further encourages the residents of Raymore to provide input and express their concerns regarding the proposed development to both the City Council and the MHDC to ensure that the voices of the community are heard.

The City Council urges the MHDC and all relevant state authorities to reconsider the application by MACO Development Company, LLC for this project until the developer has satisfactorily completed all outstanding work on their initial development in the City of Raymore, addressing all deficiencies and concerns to the City's satisfaction.

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

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

DULY READ AND PASSED THIS 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: 10/28/2024
SUBMITTED BY: Trent Salsbury DEPARTMENT: Engineering
ITEM CATEGORY: Ordinance

TITLE / ISSUE / REQUEST

Award of Contract - Owen Good Force Main Replacement (Emergency Reading)

STRATEGIC PLAN GOAL / STRATEGY

2.1 Set the standard for a safe and secure community

FINANCIAL IMPACT

Award To: Hettinger Excavating, LLC
Amount of Request/Contract: \$561,450
Amount Budgeted: \$1,060,000
Funding Source/Account: Fund 53 (\$700,000) & Fund 54 (360,000)

PROJECT TIMELINE

Estimated Start Date
12/2/2024

Estimated End Date
3/24/2025

STAFF RECOMMENDATION:

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Bill 3925
2. Contract

BACKGROUND / JUSTIFICATION

This project will replace approximately 2,000 feet of ductile iron sanitary sewer force main from Hubach Hill going north to where the last replacement project stopped. This will replace the area where we have had multiple breaks over the last year. Bids were received

for the Owen Good Force Main Replacement project on September 24, 2024, as follows:

Redford Construction Co.	\$592,450.00
TC Fuller Construction	\$891,848.01
VF Anderson	\$839,950.00
Hettinger Excavating, LLC	\$561,450.00

Staff recommends award of contract to Hettinger Excavating, LLC as the lowest and best bidder in the amount of \$561,450.00. Because the force main continues to fail regularly, staff recommends that this item be emergency read in order to expedite the work and save taxpayer funds.

BILL 3925

ORDINANCE

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH HETTINGER EXCAVATING LLC FOR THE OWEN GOOD FORCE MAIN REPLACEMENT PROJECT, CITY PROJECT NUMBER 24-460-201, IN THE AMOUNT OF \$561,450, AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS; AND AUTHORIZING THE MAYOR TO DECLARE THIS AS AN EMERGENCY."

WHEREAS, the Owen Good Force Main Replacement project was included in the FY2024 budget; and,

WHEREAS, the City Council finds the improvements are necessary and finds it to be in the best interest of public health, safety, and welfare; and,

WHEREAS, bids for this project were received on September 24, 2024; and,

WHEREAS, Hettinger Excavating LLC has been determined to be the lowest and best bidder.

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

Section 1. The City Manager is directed to enter into a contract in the amount of \$561,450 with Hettinger Excavating LLC for the Owen Good Force Main 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.

Section 5. Emergency Reading. In order to assure timely completion of this project, the Mayor hereby authorizes the passage of this Ordinance as an emergency.

DULY READ THE FIRST TIME THIS 28TH 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
CONTRACT FOR SERVICES

Owen Good Force Main Replacement

This Contract for the Owen Good Force Main Replacement, hereafter referred to as the **Contract** is made this 28th day of October, 2024, between Hettinger Excavating, LLC, an entity organized and existing under the laws of the State of Missouri, with its principal office located at PO Box 273, Drexel, MO 64742, 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 28, 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 24-460-201 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 **90** 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 \$561,450.00.

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)

Hettinger Excavating, LLC

By: _____
Title: Member

Attest: _____

(SEAL)

APPENDIX A
SCOPE OF SERVICES AND SPECIAL PROVISIONS

Owen Good Force Main Replacement

ANTICIPATED SCOPE OF SERVICES:

- Installation of 24" DR 21 C900 Green PVC pipe force main to replace the existing DIP force main. This segment is 2050 feet long, between stations 52+99 and 73+50. The new line is to be laid adjacent to the existing.
- The adjacent creek will have to be crossed with line items addressing the crossings, the rip rap and encasement of the pipe.
- The lift station ponds have a maximum storage capacity of three days. Contractor must take this into account during construction.

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.

B. Clearing and Grubbing: Clearing and Grubbing shall be considered a lump sum item for payment. The lump sum cost for this item shall include all equipment, labor and materials required to remove and dispose of trees, brush, other vegetation, rock, and any other materials, natural or man-made that must be removed from the job site.

C. Construction and Survey Controls: Construction and Survey Controls shall be considered a lump sum item for payment. The lump sum cost for this item shall include all equipment, labor, and materials required to develop and establish necessary control, detail dimensions, slope stakes and measurements required for proper layout and performance of the work. As-builts detailing alignment and elevation are required and are subsidiary to this line item.

D. SWPPP and Land Disturbance Permit: SWPPP and Land Disturbance Permit shall be considered a lump sum item for payment. The lump sum

item shall cover all preparation, costs, paperwork and effort required to prepare a SWPPP and obtain a State Land Disturbance Permit. The contractor shall be identified in the SWPPP as being the responsible party for all inspections and reports required. Any other permits required are subsidiary to this line item.

- E. 24-inch, C900 DR 21 Green PVC Pipe:** 24-inch, C900 DR DR 21 Green PVC Pipe shall be measured and paid for at the unit bid price per linear foot. The unit price for this item shall include all materials, necessary labor and equipment for excavation, installation of new pipe, fittings, backfill, testing, and removal of all construction debris and grading. All fittings shall be ductile iron conforming to current AWWA Specifications C110 and C153, have a pressure rating not less than the pipe and be Protecto 401 lined. All hardware shall be 316 stainless steel. All fittings shall be poly-wrapped. Construction fencing to ensure public safety is subsidiary to this line item.
- F. Removal of Existing Force Main:** Removal of Existing Force Main shall be measured and paid for at the unit bid price per linear foot. The unit cost for this item shall include all materials, necessary labor and equipment for excavation and removal of, proper disposal of pipe, associated fittings, thrust blocks, encasements and plugging/capping of the existing ductile iron force main.
- G. Creek Crossing:** Creek Crossing shall be considered a lump sum item for payment. The lump sum cost for this item shall include all plan development, equipment, labor and materials required to install the new force main across the creek, in accordance with the plan developed by the contractor and approved by the City.
- H. Connect Existing Force Main to New Force Main:** Connect Existing Force Main to New Force Main shall be measured and paid for at the unit bid price per each connection. The unit cost for this item shall include all materials, necessary labor and equipment required to permanently connect the existing Ductile Iron Pipe to the new pipe with restrained, ductile iron fittings. All ductile iron fittings shall be poly-wrapped and all nuts, bolts, washers and connecting rods shall be 316 stainless steel.
- I. Temporary Reconnection:** Temporary Reconnection shall be measured and paid for at the unit bid price per each occurrence. The unit cost for this item shall include all material, necessary labor, and equipment required to temporarily reconnect the new force main pipe to the existing force main with restrained fittings. Fittings do not have to be poly-wrapped; and nuts, bolts, washers and connecting rods do not have to be stainless steel.
- J. Combination 22 ½ & 11 ¼ Degree Thrust Blocks:** Combination 22 ½ & 11 ¼ Degree Thrust Blocks shall be measured and paid for at the unit

bid price per each. The unit cost for this item shall include all material, necessary labor and equipment required to install thrust blocks at locations indicated on the plans.

- K. 11 1/4 Degree Thrust Blocks:** 11 1/4 Degree Thrust Blocks shall be measured and paid for at the unit bid price per each. The unit cost for this item shall include all material, necessary labor and equipment required to install thrust blocks at locations where there are horizontal or vertical changes in pipe alignment.
- L. 45 Degree Thrust Blocks:** 45 Degree Thrust Blocks shall be measured and paid for at the unit bid price per each. The unit cost for this item shall include all material, necessary labor and equipment required to install thrust blocks at locations where there are horizontal or vertical changes in pipe alignment.
- M. Combination 45 & 11 1/4 Degree Thrust Blocks:** Combination 45 & 11 1/4 Degree Thrust Blocks shall be measured and paid for at the unit bid price per each. The unit cost for this item shall include all material, necessary labor and equipment required to install thrust blocks at locations where there are horizontal or vertical changes.
- N. 22 1/2 Degree Thrust Blocks:** 22 1/2 Degree Thrust Blocks shall be measured and paid for at the unit bid price per each. The unit cost for this item shall include all material, necessary labor and equipment required to install thrust blocks at locations where there are horizontal or vertical changes in pipe alignment.
- O. Point Repair:** Point Repair shall be paid for at the unit bid price per each. The unit cost for this item shall include all necessary equipment, labor and materials to repair the force main, if so directed by the City, should a leak occur for any reason in an un-replaced section of the force main during the contract period. 100% of the unit price shall be paid if the flow line elevation at the leak is 0 to 10 feet below ground level, and 120% shall be paid if the flow line elevation at the leak is 10 feet or deeper.
- P. Construction Entrances:** Construction Entrances shall be paid for at the unit bid price per each. The unit cost for this item shall include all necessary labor, equipment and materials to install, maintain and remove entrances as per APWA ESC-01.
- Q. Silt Fence:** Silt Fence shall be measured and paid for at the unit bid price per linear foot. The unit cost for this item shall include all material, necessary labor and equipment required to install, maintain or replace if damaged, and to remove at the end of the project.
- R. Concrete Encasement:** Concrete Encasement shall be measured and paid for at the unit price per linear foot. The cost for this item shall

include all material, necessary labor and equipment required to install at the location indicated on the plans and as per detail.

S. Rip-Rap: Rip-Rap shall be measured and paid for at the unit bid price per square yard. The unit cost for this item shall include all material, necessary labor and equipment required to place Rip-Rap. Excavation and disposal material necessary for the proper installation to lines and grades shall be subsidiary to this item.

T. Storm Sewer Crossings: Storm Sewer Crossings will be paid for at the unit bid price per each. The unit bid price shall include all labor, materials and equipment required to place the new force main below the existing storm sewer. This shall include, but not limited to, replacing the storm sewer pipe with new pipe, replacing end sections if damaged, toe walls, rip rap and any other work required to return the storm sewer service.

U. Restoration: Restoration shall be considered a lump sum item for payment. The lump sum cost for this item shall include all labor, necessary equipment and materials to restore all areas disturbed by construction activities to pre-construction contours and a vegetated condition (APWA Section 2400, Mix 2 seeding at three times the prescribed rate).

2024 Owen Good Force Main Replacement SPECIFICATIONS / NOTES

- The force main segment to be replaced is from sta. 52+99 to sta. 73+50.
- Materials are as follows:
 - Pipe is to be DR 21, C900 Green PVC rated at 200 PSI.
 - Fittings are to equal or exceed the pressure class of the pipe, Protecto 401 lined.
 - All hardware is to be 316 stainless steel.
 - All fittings are to be poly-wrapped with 8 MIL black polyethylene meeting ANSI/AWWA C105/A21.5 standards.
 - Encasement concrete is to be KCMMB 4K.
- The new force main is to be placed in the existing, permanent easement wherever possible, above the existing gravity sewers. Temporary and permanent easements are currently being negotiated with the affected property owners.
- Disruptions to the Owner's conveyance of wastewater during the force main work shall meet the following requirements. The Owen Good Lift Station may be deactivated by City staff for periods not to exceed 72 hours at a time to eliminate flow in the Owen Good Force Main. Any work requiring by-pass pumping or disruption of flow shall be closely coordinated with the City and

shall be scheduled during a period of dry weather with a forecast clear of rain for the duration of the work.

- The contractor shall be responsible for locking out/unlocking the force main pumps in tandem with the City. A City representative will provide access to and accompany the contractor to the lift station for this purpose.
- Force main abandoned in place shall be plugged with a minimum of two feet of concrete at each end or capped with a restrained, ductile iron cap..
- Vertical and horizontal alignment of the force main to be accomplished by deflection of pipe joints up to 80% of the manufacturer's maximum recommendations. Fittings shall be required for any deflections in excess of 80% of manufacturer's recommendations and alignment must remain within the existing 20' wide permanent easement.
- The creek crossings (sta. 63+00 approximately) are to be accomplished by by-pass pumping the creek flow and de-watering the excavation. The pipe is to be encased as per detail, extending 10' beyond the limits of the banks. Encasement shall be KCMMB 4k concrete one foot thick minimum around the pipe with #4 rebar on 12" centers laying parallel to the pipe. Top of the encasement is to be a minimum of one foot below the current flowline of the creek. Rip-rap shall be placed from top of bank to top of bank, 15 feet wide centered on the pipe where it crosses the creek. Rip-rap shall meet the requirements of Section 611.50.2.2 of the MoDot Standard Specifications for Highway Construction; with the exception that concrete will not be an acceptable material.
- Seed mix for restoration is to be as per AWWA Section 2401, Mix #2. at three times the prescribed rate.
- The contractor is responsible for preparing the SWPPP, the state land disturbance permit and any other applicable permits.

ADDITIONAL INFORMATION

- Project is tax exempt.

CITY OF RAYMORE, MISSOURI
RFP # 24-460-201

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 24-460-201

PROPOSAL VALIDITY AND COMMITMENT TO SIGN AGREEMENTS

I (authorized agent) Royce Hettinger having authority to act on behalf of (Company name) Hettinger Excavating, LLC do hereby acknowledge that (Company name) Hettinger Excavating, 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: Hettinger Excavating, LLC

ADDRESS: PO Box 273
Street

ADDRESS: Drexel, MO 64742
City State Zip

PHONE: 816-786-4593

E-MAIL: royce@hettingerxlt.com

DATE: 09/24/2024
(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 24-460-201

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 24-460-201

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	Leavenworth Waterworks
ADDRESS	601 Cherokee St, Leavenworth, KS 66048
CONTACT PERSON	Joel Mahnken
CONTACT EMAIL	JMahnken@lvnwater.org
TELEPHONE NUMBER	913-682-1513
PROJECT, AMOUNT AND DATE COMPLETED	2023 Waterline Improvements - Ottawa and Osage \$1,150,304.00

COMPANY NAME	City of Fulton, Kansas
ADDRESS	214 W Osage, Fulton, KS 66738
CONTACT PERSON	Misty Adams
CONTACT EMAIL	adamswildcats@hotmail.com
TELEPHONE NUMBER	620-857-4464
PROJECT, AMOUNT AND DATE COMPLETED	City of Fulton Water System Improvements \$879,963.50

COMPANY NAME	City of Wellington, Kansas
ADDRESS	317 S Washington, Wellington, KS 67152
CONTACT PERSON	Gage Scheer
CONTACT EMAIL	Gage.Scheer@pec1.com
TELEPHONE NUMBER	316-206-1308
PROJECT, AMOUNT AND DATE COMPLETED	Waterline Replacement along Plum Street, Circle Drive, and High Drive \$1,026,286.00

COMPANY NAME	Cass County, MO PWSD No. 3
ADDRESS	730 Ward Rd, Raymore, MO 64083
CONTACT PERSON	Chad Harrington
CONTACT EMAIL	Chad.Harrington@LampRynearson.com
TELEPHONE NUMBER	816-361-0440
PROJECT, AMOUNT AND DATE COMPLETED	Raymore Highway 58 Waterline Replacement \$313,900.00

COMPANY NAME	PWSD #12, Jackson County, MO
ADDRESS	99 Lake Lotawana Road, Lake Lotawana, MO 64086
CONTACT PERSON	Dennis Boling
CONTACT EMAIL	dbowlingpwsd13@gmail.com
TELEPHONE NUMBER	816-578-2249
PROJECT, AMOUNT AND DATE COMPLETED	Water Main Replacement - Prairie Lee Lake North \$594,967.50

State the number of Years in Business: 12

State the current number of personnel on staff: 24

PROPOSAL FORM D
RFP 24-460-201

Proposal of Hettinger Excavating, LLC, organized and
(Company Name)
existing under the laws of the State of Missouri, doing business
as _____ a (*) Limited Liability Company _____

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. 24-460-201 – Owen Good Force Main Replacement.

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. 24-460-201**Owen Good Force Main Replacement****Base Bid**

Bid Items	Units	Estimated Quantities	\$/Units	Total
Mobilization, Bonds and Insurance	LS	1	7,500.00	\$ 7,500.00
Construction and Survey Controls	LS	1	2,500.00	\$ 2,500.00
Clearing and Grubbing	LS	1	15,000.00	\$ 15,000.00
SWPPP & Land Disturbance Permit	LS	1	5,000.00	\$ 5,000.00
24" DR 21 C900 PVC Pipe	LF	2050	155.00	\$ 317,750.00
Removal of Existing Force Main	LF	120	50.00	\$ 6,000.00
Creek Crossing	Each	2	22,000.00	\$ 44,000.00
Connection to existing sewer pipe	Each	2	11,000.00	\$ 22,000.00
Temporary Reconnection to Force Main	Each	1	11,000.00	\$ 11,000.00
22 ½ & 11 ¼ Thrust Blocks	Each	1	16,000.00	\$ 16,000.00
22 1/2 Thrust block	Each	1	10,000.00	\$ 10,000.00
11 ¼ Thrust Blocks	Each	1	10,000.00	\$ 10,000.00
45 Degree Thrust Blocks	Each	1	10,000.00	\$ 10,000.00
45 & 11 1/4 thrust block	Each	1	16,000.00	\$ 16,000.00
Point Repair	Each	1	12,000.00	\$ 12,000.00
Construction Entrance	Each	2	2,000.00	\$ 4,000.00
Silt Fence	Lin Ft	1000	3.00	\$ 3,000.00
Concrete Encasement	Lin Ft	100	100.00	\$ 10,000.00
Rip-rap	Sq yds	200	65.00	\$ 13,000.00
Restoration	Acres	3	8,900.00	\$ 26,700.00
TOTAL BID				\$ 561,450.00

Company Name Hettinger Excavating, LLC

Total Base Bid for Project Number: 24-460-201

\$ 561,450.00

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

(\$ Five Hundred Sixty-One Thousand, Four Hundred Fifty Dollars and Zero Cents **)**

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

**BID PROPOSAL FORM E – RFP 24-460-201
CONTINUED**

Company Name Hettinger Excavating, LLC

By 
Authorized Person's Signature

Royce Hettinger
Print or type name and title of signer

Company Address PO Box 273, Drexel, MO 64742

Phone 816-786-4593

Fax 816-619-2511

Email royce@hettingerxlt.com

Date 04/24/2024

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

Owen Good Force Main Replacement
Project #24-460-201

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 - Question and clarification.

- 1. Question:** Can you please point to the spec regarding backfill? Looking to see if it needs to be backfilled with clean gravel around the pipe or if native soil is sufficient.

Response: Please see the attached detail.

- 2. Question:** What are the construction limits/easements.

Response: The City is in contact with the property owner, negotiating a 100' wide temporary construction easement. Expecting to lay the new line as close as possible to the existing, but City will be responsible for any new permanent easement required post construction to facilitate construction.

- 3. Question:** Is HDPE an approved equal?

Response: No, DR 21 PVC and ductile iron pipe are the only materials considered for this project.

- 4. Question:** Items J-N page 15, all of these items call out only thrust blocks...assuming that these are to include the actual pipe fitting as well?

Response: Fittings are subsidiary to the pipe and that is spelled out in item E. in the Measurement and Payment section

- 5. Question:** Items J and M, even if they are only a few feet apart these fittings would still require their own kickers, please clarify why combination thrust blocks are called out as opposed to them being the individual ones (K, L, & N)

Response: The thrust blocks specified were based on the original plans. If construction requires adjustment, allowances will be made.

- 6. Question:** Item P, can you specify locations and sizes of construction entrances

Response: Construction entrances are to be as per APWA. Location can be determined in the field.

- 7. Question:** There are no air release valves called out on the bid tab but they are shown on the overview of the existing line...please advise

Response: The air release valve detail shown on the original plans relates to a different section of the pipe. No air valves required on this project.

8. Question: Item O: Point Repair - Is this assumed to be a band aid or cut in of new pipe with sleeves?

Response: A point repair should be assumed to be a stainless steel repair clamp. Anything further would be negotiated.

9. Question: Could you please provide the detail sheet for the concrete backing blocks?

Response: Please see the attached detail.

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

Company Name: Hettinger Excavating, LLC

By: Royce Hettinger

Title: Member

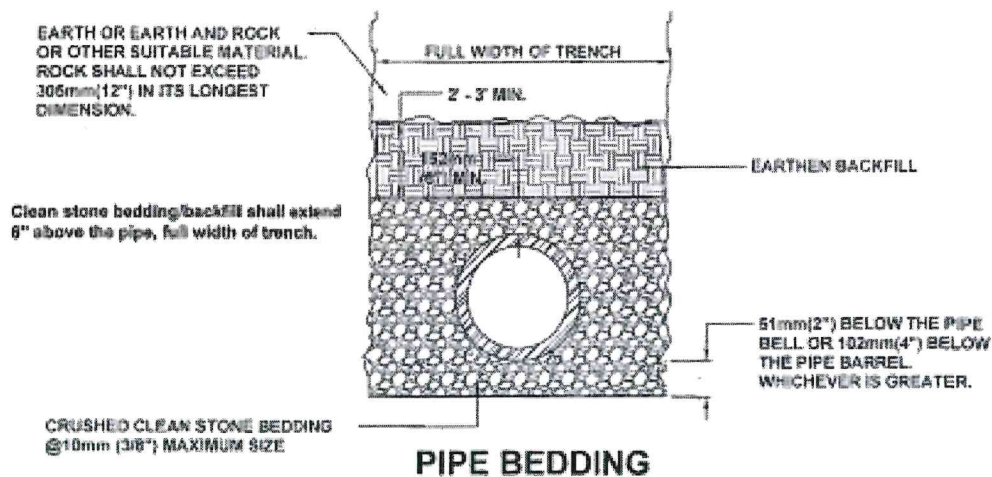
Address: PO Box 273

City, State, Zip: Drexel, MO 64742

Date: 09/24/2024 Phone: 816-786-4593

Signature of Bidder: 

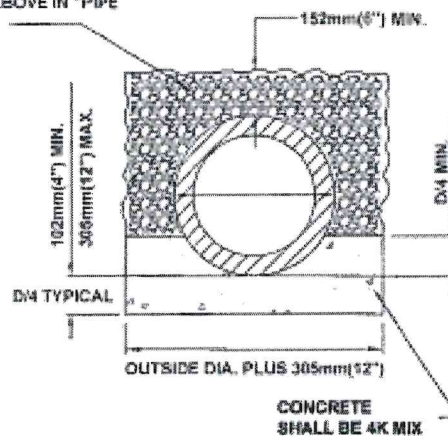
ADDENDUM MUST BE SUBMITTED WITH BID



CONCRETE CRADLE QUANTITY

Pipe Size	Cu. Yds./Ft
8"	.032
10"	.038
12"	.043
15"	.057
18"	.076
21"	.097
24"	.120

COMPLETE BEDDING OF CRADLED PIPE AS SHOWN ABOVE IN "PIPE BEDDING".



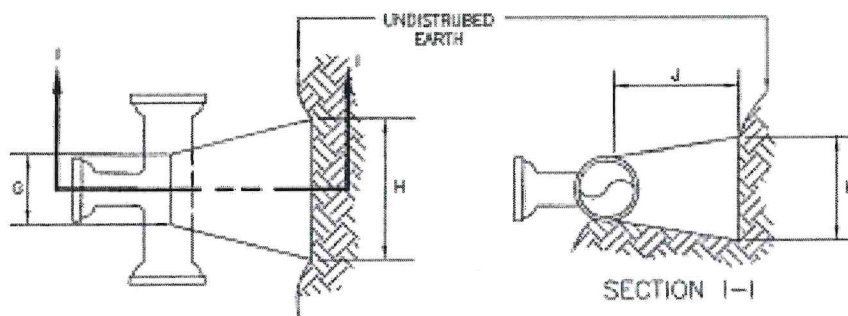
Engineering Department
City of Raymore
100 Municipal Circle
Raymore, MO 64083
916-331-1852 Fax 816-331-8067

CITY OF RAYMORE

PIPE BEDDING & CRADLE FOR SANITARY SEWER PIPE

DESIGNED: Modified 2013 DATE: _____
CHECKED: _____
APPROVED: _____

SIZE A	FORM NO.	DWG NO. San - 8	REV
SCALE NONE		SHEET 1 OF 1	



NOTES:

1. WHEN USING A PLUG OR TEE WITH A BRANCH SIZE NOT COVERED IN THESE CHARTS, A BACKING BLOCK FOR THE NEXT LARGER PLUG OR BRANCH SHALL BE USED.
2. BACKING BLOCKS FOR PIPING SIZES UP THROUGH 12-INCH ARE BASED ON WORKING PRESSURE OF 225 P.S.I. INCLUDING SURGE.
3. BACKING BLOCKS FOR PIPING SIZES 16-INCH THROUGH 24-INCH ARE BASED ON A WORKING PRESSURE OF 200 P.S.I. INCLUDING SURGE.

BRANCH SIZE	G	H	J	K
6"	8"	30"	24"	18"
8"	8"	40"	24"	24"
12"	12"	54"	30"	40"
16"	12"	65"	36"	50"
20"	16"	85"	40"	60"
24"	18"	102"	54"	72"

CUBIC FEET OF CONCRETE REQUIRED								
PLUG		RUN	TEE					
			BRANCH					
SIZE	CU. FT.		6	8	12	16	20	24
6	5	6	5	—	—	—	—	—
8	8	8	5	8	—	—	—	—
12	21	12	5	8	21	—	—	—
16	37	16	5	8	21	37	—	—
20	64	20	5	8	21	37	64	—
24	123	24	5	8	21	37	64	123

Engineering Department
City of Raymore
100 Municipal Circle
Raymore, MO 64083
816-331-1862 Fax 816-331-8087

DRAWN Modified 2013 DATE
CHECKED
APPROVED

CITY OF RAYMORE

**TYPICAL BACKING BLOCKS
FOR TEES AND PLUGS**

SIZE A FROM NO. DWG NO. Wtr - 2 REV
SCALE NONE SHEET 1 of 1

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 Royce Hettinger, who, being duly sworn, states on his oath or affirmation as follows:

Name/Contractor: Royce Hettinger

Company: Hettinger Excavating, LLC

Address: PO Box 273, Drexel, MO 64742

- 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 # 24-460-201.
- 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.

Hettinger Excavating, LLC

Company Name


Signature

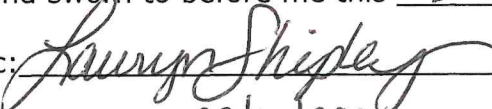
Name: Royce Hettinger

Title: Member



STATE OF Missouri COUNTY OF Cass

Subscribed and sworn to before me this 24th day of September, 2024.

Notary Public: 

My Commission Expires: 02/15/2025 Commission # 21340410

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 RAYMORE CITY COUNCIL HELD A WORK SESSION ON MONDAY, OCTOBER 21, 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. City Snow Plan

Public Works Director Trent Salsbury and Public Works Crew Supervisor Justin Paith provided an update on the snow plan for the upcoming season.

B. Fiscal Year 2025 Budget and CIP

Council had the opportunity to discuss the FY 2025 Budget and FY 2025-29 CIP. No discussion occurred.

C. Other

The work session of the Raymore City Council adjourned at 6:26 p.m.