



## AGENDA

Raymore City Council Work Session  
 City Hall – 100 Municipal Circle  
 Monday, April 15, 2019

7:00 p.m.

- A.** Memorandums of Understanding - Annexation  
 City staff and the city’s annexation consultant, Mr. Corey Henry, will be outlining the draft memorandums of understanding with Lee’s Summit and Lake Winnebago concerning Raymore’s intent to annex area.
- B.** Code Review Update and Timeline  
 City Manager Jim Feuerborn will be outlining to the Council what has taken place in staff’s comprehensive review of City Code and making recommendations for timeline and presentation style to the Council in the upcoming months.
- C.** Winter Weather Related Budget Amendments  
 City Manager Jim Feuerborn be outlining three options for Council consideration concerning necessary budget amendments due to excessive operational costs associated with this past winter’s storms.
- D.** Other

### EXECUTIVE SESSION (CLOSED MEETING)

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

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

*Any person requiring special accommodation (i.e., qualified interpreter, large print, hearing assistance) in order to attend this meeting, please notify this office at (816) 331-0488 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.*

**MEMORANDUM OF UNDERSTANDING**  
**Between the**  
**City of Raymore Missouri, and the City of Lee's Summit, Missouri**  
**For an**  
**Intergovernmental Agreement**  
**to provide for orderly growth and development within agreed-upon**  
**future growth areas**

This Memorandum of Understanding is entered into by and between the cities of Raymore, Missouri ("Raymore") and the city of Lee's Summit, Missouri ("Lee's Summit"). The purpose of the Memorandum of Understanding is to set forth the procedures, terms, and conditions by which the parties desire to achieve the following mutual goals pursuant to Chapter 71 of the Revised Statutes of Missouri;

WHEREAS, the Cities of Raymore and Lee's Summit desire to establish orderly boundaries between Raymore and Lee's Summit; and

WHEREAS, the Cities of Raymore and Lee's Summit desire predictable city growth to provide certainty to both Raymore and Lee's Summit on the future boundaries of each; and

WHEREAS, the Cities of Raymore and Lee's Summit desire to promote diverse and balanced development in Raymore and Lee's Summit; and

WHEREAS, the Cities of Raymore and Lee's Summit desire to prevent unplanned development leading to urban sprawl, and protection of the area's natural resources, including its lakes, streams, rivers, wetlands, and woodlands; and

WHEREAS, the City of Lee's Summit has extended its southern border south of Missouri Highway 150 into Cass County; and

WHEREAS, the City of Raymore desires to study the potential for extending its boundary North and East towards Lee's Summit and the City of Lake Winnebago

NOW, THEREFORE, in consideration of the premises and of the agreements set forth hereinafter, the City of Raymore and the City of Lee's Summit agree as follows:

**Article I**  
**GROWTH AREA DEFINITIONS**

- 1.1 Existing City Boundaries. Attached and incorporated by reference as **Exhibit A** is a map identifying the current city boundaries of the City of Raymore and the City of Lee's Summit.
- 1.2 Raymore Growth Areas. Attached and incorporated by reference as **Exhibit B** is Resolution No. 19-15 identifying the intended future Raymore city boundaries to evolve through annexation. The intended future Raymore city boundaries consist primarily of currently undeveloped land that the parties agree shall be available for annexation in the future by the City of Raymore. The territory within the intended future city boundaries of Raymore will be developed with comprehensive city services, including, but not limited to, sanitary sewers and water in conformance with the Revised Statutes of Missouri.

**Article II**  
**ANNEXATION WITHIN RAYMORE GROWTH AREAS**

- 2.1 General Agreement. The City of Raymore and the city of Lee's Summit covenant to take action, or refrain from taking action, as set forth in this Article II, with respect to those areas delineated as Existing City Boundaries and Raymore Growth Areas.
- 2.2 Lee's Summit Covenants. The City of Lee's Summit agrees as follows concerning the Existing City Boundaries and the Raymore Growth Areas
- a. The City of Lee's Summit covenants that it will not extend its southern borders into the area identified in **Exhibit B** as the intended future boundaries of the City of Raymore, Missouri.
  - b. The City of Lee's Summit will not challenge, judicially or otherwise, any City of Raymore approved annexation within the Raymore Growth Areas that is in accordance with the terms of this agreement and the Revised Statutes of Missouri.
- 2.3 Raymore Covenants. The City of Raymore agrees as follows concerning the Raymore Growth Areas

In general, the City of Raymore will initiate annexation procedures to annex territory from Raymore Growth Areas whenever orderly, planned development reasonably dictates that the land should be developed in the City of Raymore, or when, at the sole discretion of the City Council of the City of Raymore, it is appropriate and necessary to annex such areas.

**Article III**  
**MISCELLANEOUS PROVISIONS**

- 3.1 Complete Agreement. This Agreement is the complete agreement of the parties with respect to the matters covered by this Agreement and it shall supersede all prior agreements or municipal policies to the contrary. No agreements, promises, or representations made during or in connection with the negotiations for or approval of this Agreement shall be binding or effective unless they are included herein.
- 3.2 Amendments. This Agreement may be amended, from time to time, by mutual consent of all parties hereto. Any party wishing to propose such an amendment will give written notice to all other parties. The notice will identify the proposed amendment and the reasons supporting such amendment. Within thirty (30) days after receipt of the notice, the parties will meet to discuss and, if necessary, negotiate the proposed amendment. If, after 90 days, the parties are unable to agree upon and approve the proposed amendment, it shall be automatically deemed to have been withdrawn
- 3.3 Notice. All notices required under this Agreement must be served, either personally or by certified mail, upon the parties' respective municipal clerks.
- 3.4 Term of Agreement. The initial term of this Agreement shall be a five (5) year term from the date of full execution. At the expiration of the initial five (5) years this Agreement may be reviewed and updated, for another five (5) year term, but in any event this Agreement shall remain in full force and effect unless and until it is reviewed and updated, or terminated by mutual agreement of both the City of Lee's Summit and the City of Raymore.

**MEMORANDUM OF UNDERSTANDING**  
**Between the**  
**City of Raymore Missouri, and the City of Lake Winnebago, Missouri**  
**For an**  
**Intergovernmental Agreement**  
**to provide for orderly growth and development within agreed-upon**  
**future growth areas**

This Memorandum of Understanding is entered into by and between the cities of Raymore, Missouri ("Raymore") and the City of Lake Winnebago, Missouri ("Lake Winnebago"). The purpose of the Memorandum of Understanding is to set forth the procedures, terms, and conditions by which the parties desire to achieve the following mutual goals pursuant to Chapter 71 of the Revised Statutes of Missouri;

WHEREAS, the Cities of Raymore and Lake Winnebago desire to establish orderly boundaries between Raymore and Lake Winnebago; and

WHEREAS, the Cities of Raymore and Lake Winnebago desire predictable city growth to provide certainty to both Raymore and Lake Winnebago on the future boundaries of each; and

WHEREAS, the Cities of Raymore and Lake Winnebago desire to promote diverse and balanced development in Raymore and Lake Winnebago; and

WHEREAS, the Cities of Raymore and Lake Winnebago desire to prevent unplanned development leading to urban sprawl, and protection of the area's natural resources, including its lakes, streams, rivers, wetlands, and woodlands; and

WHEREAS, the City of Lake Winnebago's current City Boundaries are on the East side of Missouri Highway 291 South; and

WHEREAS, the City of Raymore desires to study the potential for extending its boundary North and East towards Lee's Summit and the City of Lake Winnebago

NOW, THEREFORE, in consideration of the premises and of the agreements set forth hereinafter, the City of Raymore and the City of Lake Winnebago agree as follows:

**Article I**  
**GROWTH AREA DEFINITIONS**

- 1.1 Existing City Boundaries. Attached and incorporated by reference as **Exhibit A** is a map identifying the current city boundaries of the City of Raymore and the City of Lake Winnebago.
- 1.2 Raymore Growth Areas. Attached and incorporated by reference as **Exhibit B** is Resolution No. 19-15 identifying the intended future Raymore city boundaries to evolve through annexation. The intended future Raymore city boundaries consist primarily of currently undeveloped land that the parties agree shall be available for annexation in the future by the City of Raymore. The territory within the intended future city boundaries of Raymore will be developed with comprehensive city services, including, but not limited to, sanitary sewers and water in conformance with the Revised Statutes of Missouri.

**Article II**  
**ANNEXATION WITHIN RAYMORE GROWTH AREAS**

- 2.1 General Agreement. The City of Raymore and the City of Lake Winnebago covenant to take action, or refrain from taking action, as set forth in this Article II, with respect to those areas delineated as Existing City Boundaries and Raymore Growth Areas.
- 2.2 Lake Winnebago Covenants. The City of Lake Winnebago agrees as follows concerning the Existing City Boundaries and the Raymore Growth Areas
- a. The City of Lake Winnebago covenants that it will not extend its borders into the area identified in **Exhibit B** as the intended future boundaries of the City of Raymore, Missouri.
  - b. The City of Lake Winnebago will not challenge, judicially or otherwise, any City of Raymore approved annexation within the Raymore Growth Areas that is in accordance with the terms of this agreement and the Revised Statutes of Missouri.
- 2.3 Raymore Covenants. The City of Raymore agrees as follows concerning the Raymore Growth Areas
- a. In general, the City of Raymore will initiate annexation procedures to annex territory from Raymore Growth Areas whenever orderly, planned development reasonably dictates that the land should be developed in the City of Raymore, or when, at the sole discretion of the City Council of the City of Raymore, it is appropriate and necessary to annex such areas.

- b. The City of Raymore will not extend its boundaries east of Missouri Highway 291 South

**Article III**  
**MISCELLANEOUS PROVISIONS**

- 3.1 Complete Agreement. This Agreement is the complete agreement of the parties with respect to the matters covered by this Agreement and it shall supersede all prior agreements or municipal policies to the contrary. No agreements, promises, or representations made during or in connection with the negotiations for or approval of this Agreement shall be binding or effective unless they are included herein.
- 3.2 Amendments. This Agreement may be amended, from time to time, by mutual consent of all parties hereto. Any party wishing to propose such an amendment will give written notice to all other parties. The notice will identify the proposed amendment and the reasons supporting such amendment. Within thirty (30) days after receipt of the notice, the parties will meet to discuss and, if necessary, negotiate the proposed amendment. If, after 90 days, the parties are unable to agree upon and approve the proposed amendment, it shall be automatically deemed to have been withdrawn.
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**To:** Mayor and City Council  
**From:** Jim Feuerborn, City Manager  
**Re:** Winter Weather Related Budget Amendments

**April 15, 2019**

**The Issue**

*Revenue*-Kansas City Power and Light Company (KCP&L) made a deduction from their original billing amount on their February statements to customers. In January 2018, the federal government reduced corporate tax rates as part of the Tax Cut & Jobs Act, which decreased the corporate tax rate from 35 percent to 21 percent. They then made a big public campaign that they would pass on 100 percent of those savings. Customers in their Greater Missouri Operations territory received a one-time credit on February 2019 bills. The problem was that they only collected franchise tax on the final amount of the bill, not on the original actual amount of the bill. This has led to a shortfall of more than \$40,000 in their franchise tax for this year.

*Expenses*-the long and sometimes brutal winter led to 21 separate snow/ice events that required call out and expenditure of city resources. This led to the city expending over budget by \$118,866.

While the budgeted revenue shortfall does not require a budget amendment, staff would recommend that the expense component of the budget be amended accordingly to bring the budget back into balance. Staff presents the City Council with three alternative scenarios.

**Scenario One**

Reduce the overall General Fund budgets in other areas to make up for the shortfall of \$118,866 and bring the budget back to balance. Each of the departments has, in turn, met with the City Manager to go thru their respective budgets line by line. The following deductions can be made without sacrificing personnel, mandatory professional development, or service levels to citizens.

Administration(Mgr/CC/HR)	\$3,700+2,660+12,000=\$18,360
IT	\$ 60,913
Economic Development	\$ 10,060
Community Development	\$ 6,554
Engineering	\$ 6,000
Streets	\$ 10,500
Buildings and Grounds	\$ 3,500
Stormwater	- (part of Engineering)
Court	\$ 4,700





Finance	\$ 2,577
Communications	\$ 12,000
Police	\$ 43,440
Emergency Management	\$ 2,040
Total	\$180,644

### **Scenario Two**

Consider the winter events as "one episode". An anomaly, if you will. Not likely to repeat itself in the near term. Draw from the capital funds that are appropriate to the need (primarily the transportation fund since snow plowing is a street function). Use these funds to bring the operating funds back into balance. The expenses would stay where they were but the revenues would increase by the amount of the transfers in.

Salt over budget	\$59,384	Transportation Fund	
Overtime over budget	\$28,875	Transportation Fund	
Total Transportation	\$88,169	Trans Fund Balance	\$ 386,235

Vehicle Repair/Maint	\$10,800	BERP Fund	
Residence Repair	\$ 1,200	BERP Fund	
Total BERP	\$12,000	BERP Fund Balance	\$1,143,941

Tree Cleanup	\$ 11,125	GF Contingency Exp	
Fuel over budget	\$ 4,615	GF Contingency Exp	
Meals/Lodging	\$ 600	GF Contingency Exp	
Equipment Repair	\$ 2,357	GF Contingency Exp	
Total GFCExp	\$ 18,697	GF Contingency Balance	\$ 1,301
Total	\$118,866		

### **Scenario Three**

The ending balance from Fiscal Year 2018 was \$271,308 higher than projected. This means that the beginning balance for the current fiscal year was that much higher. Similar to the scenario above, a transfer could simply be made from fund balance to cover those accounts that were over budget in the amount of \$118,866. This would still leave \$152,442 in excess of projected beginning fund balance for this year.



## **Recommendation: Scenario One**

### **Reasoning**

- A. I do not feel it is fiscally prudent to mix weather predictions with budget expectations. To draw on capital funds that already have other encumbrances on them for what could be a repeating maintenance issue is not a good precedent to set. We can not let ourselves be beguiled into thinking that we could always “bail ourselves out” by deferring maintenance or other needed capital projects to pay for unplanned operational costs.
- B. Staff is working on a proposal to the Council concerning the storage issues we are having and will be recommending using either a capital fund or the additional available fund balance to fund that project.

# IN THE Q

Apr. 15, 2019

## Bids in Progress

- T. B. Hanna Ice Rink
- T. B. Hanna Site Work

## Vacancies

- Maintenance Worker I

## Upcoming Meetings

- 05-05-06-2019 - City Clerk Jeanie Woerner - Missouri City Clerks and Finance Officers retreat
- 05-09-2019 - Supervisor Starlith McAdams & Chief Jan Zimmerman - PSAP Managers & PSAP Users Committee meetings
- 05-15-2019 - Mayor, Council, City Staff - Jt. Cities Meeting
- 05-23-2019 - City Clerk Jeanie Woerner - Missouri Municipal League Board of Directors Meeting
- 05-23-2019 - Mayor, Council, City Staff - Missouri Municipal League Westgate Division Meeting
- 06-19-2019 - City Clerk Jeanie Woerner and Deputy City Clerk Erica Hill - Missouri City Clerks and Finance Officers Association Western Division meeting

## Training Updates

- 04-15-19 - Finance Director Elisa Williams, Accountant Alexa Williams and Utility Billing Technician - Incode Utility module training
- 04-13-16-2019 - Development Services Director Jim Cadoret, Associate Planner David Gress, and Planning Commissioner Kelly Fizer - American Planning Association National Conference
- 04-16-2019 - Lt. Aly Abdelgawad teaching Building Resiliency: Surviving Secondary Trauma

- 04-17-2019 - Deputy City Clerk Erica Hill - KU Public Management Center - Emerging Leaders Academy
- 04-18-2019 - Lt. Aly Abdelgawad teaching Building Resiliency: Surviving Secondary Trauma
- 04-23-26-2019 - Lt. Aly Abdelgawad - Spring FBINAA retrainer
- 04-29-05-03-2019 - Sgt. David Billings & Officer Zach - Basic Crisis Intervention Team training
- 05-01-2019 - Deputy City Clerk Erica Hill - KU Public Management Center - Emerging Leaders Academy
- 05-03-19 - Human Resources Manager - GKC-IPMA-HR Spring Conference
- 05-06-07-2019 - Officer Nate Rogers - Remington 870 Shotgun Armorer Course
- 05-14-15-19 - Finance Director Elisa Williams - KU Public Manager Certification
- 05-15-2019 - Deputy City Clerk Erica Hill - KU Public Management Center - Emerging Leaders Academy
- 05-29-2019 - Deputy City Clerk Erica Hill - KU Public Management Center - Emerging Leaders Academy
- 06-07-2019 - Officer Jesse Walkingstick - Traffic Stops and Vehicle Searches training
- 06-01-05-2019 - Human Resources Manager Shawn Aulgur - Regional IPMA-HR Conference
- 06-12-2019 - Deputy City Clerk Erica Hill - KU Public Management Center - Emerging Leaders Academy
- 06-18-19-19 - Finance Director Elisa Williams - KU Public Manager Certification
- 06-22-26-2019 - Human Resources Manager - Shawn Aulgur - National SHRM Conference.
- 07-11-2019 - Officer Nate Rogers - Drugged Driving 101 training

### **Upcoming Community Events**

- 04-21-2019 - Annual Easter Festival: Memorial Park @ 10:00am
- 04-27-2019 - Vaccination Clinic - Foxwood Springs

### **Major Public Works Projects**

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### **Major Parks & Recreation Projects**

- Hawk Ridge Park Improvements

13

- Recreation Park Trail - Bridge Replacement
- Park House Demolition
- Recreation Park Ballfield Lights - Fields 1 & 2
- Recreation Park Pond Rehabilitation

**Other**