

AGENDA

Raymore City Council Regular Meeting
City Hall – 100 Municipal Circle
Monday, September 28, 2020

7:00 p.m.

- 1. Call to Order.**
- 2. Roll Call.**
- 3. Pledge of Allegiance.**
- 4. Presentations/Awards.**
- 5. Personal Appearances.**
- 6. Staff Reports.**
 - A. Public Works (pg 9)
 - B. Parks and Recreation (pg 11)
 - C. Communications Report
 - D. Monthly Financial Report (pg 13)
- 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, he/she may so request.

- A. City Council Minutes, September 14, 2020 (pg 23)

9. Unfinished Business. Second Reading.

A. Oak Ridge Farms Rezoning R-1 to PUD

- Reference:
- Agenda Item Information Sheet (pg 35)
 - Bill 3570 (pg 37)
 - Staff Report (pg 39)
 - Preliminary Plan (pg 48)
 - Memorandum of Understanding (pg 49)
 - Planning and Zoning Commission minutes excerpt (pg 61)

Sean Seibert, representing CT Midland, is requesting a reclassification of zoning of 23.8 acres, located east of N. Washington Street and north of the Ramblewood Subdivision, from "R-1" Single Family Residential District to "PUD" Planned Unit Development District.

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| <ul style="list-style-type: none">• Planning and Zoning Commission, 08/04/2020: Approved 8-0• City Council, 09/14/2020: Approved 8-0 |
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B. Award of Contract - Auditor

- Reference:
- Agenda Item Information Sheet (pg 63)
 - Bill 3568 (pg 65)
 - Contract (pg 67)
 - Bid Forms (pg 79)

The City retains the services of an auditor to obtain independent audits of the City's financial statements. Staff recommends that Dana F. Cole & Company, LLP be retained to act as the City's independent auditor for the next three years.

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| <ul style="list-style-type: none">• City Council, 09/14/2020: Approved 8-0 |
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C. Award of Contract - Financial Advisor

- Reference:
- Agenda Item Information Sheet (pg 89)
 - Bill 3569 (pg 91)
 - Contract (pg 93)

The City retains the services of a financial advisor to assist the City in identifying capital financing alternatives and planning its debt program. Staff recommends that Piper, Sandler & Company be retained to act as the City's independent financial advisor for the next three years.

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| <ul style="list-style-type: none">• City Council, 09/14/2020: Approved 8-0 |
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D. Award of Contract - Ward Road Surveying

Reference: - Agenda Item Information Sheet (pg 101)
- Bill 3571 (pg 103)
- Contract (pg 105)

Staff recommends approval of Bill 3571 awarding a contract to Olsson and Associates for the Ward Road surveying. This project will provide survey information that will be incorporated into the design of Ward Road.

- City Council, 09/14/2020: Approved 8-0

10. New Business. First Reading.

A. Park Side Subdivision Rezoning (public hearing)

Reference: - Agenda Item Information Sheet (pg 123)
- Bill 3572 (pg 125)
- Staff Report (pg 127)
- Planning Commission Minutes Excerpt (pg 142)

Joe Duffey, representing Park Side LLC, is requesting rezoning of 155 acres located on the west side of North Madison Street, south of 163rd Street, from "A" Agricultural District to "R-1P" Single-Family Residential Planned District.

- Planning and Zoning Commission, 09/15/2020: Approved 8-0

B. 32nd Amendment to the Unified Development Code (public hearing)

Reference: - Agenda Item Information Sheet (pg 145)
- Bill 3573 (pg 147)
- Staff Report (pg 172)
- Planning Commission Minutes Excerpt (pg 177)

The 32nd Amendment to the Unified Development Code proposes to establish minimum standards for the placement of small wireless facilities within the City right-of-way and upon private properties.

- Planning and Zoning Commission, 09/01/2020: Approved 9-0

C. Support of Application for MHDC for Sunset Acres

- Reference: - Agenda Item Information Sheet (pg 179)
- Resolution 20-51 (pg 181)
- Conceptual Plans (pg 183)

Dan Sanders, representing MACO Development Company LLC, has requested a Resolution in support of the application he intends to file with the Missouri Housing Development Commission (MHDC) for tax credits for a proposed 60-unit affordable senior housing rental development to be located on the east side of Johnston Parkway, north of 58 Highway.

D. Budget Amendment - Depot Enhancements

- Reference: - Agenda Item Information Sheet (pg 199)
- Bill 3574 (pg 201)

Staff is presenting a recommendation from the Parks and Recreation Board to purchase and install additional railings and safety features to the Depot at T.B. Hanna Station in support of the ice rink.

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| <ul style="list-style-type: none">• Parks & Recreation Board, 09/22/2020: Approved 9-0 |
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11. Public Comments. Please identify yourself for the record and keep comments to a maximum of five minutes.

12. Mayor/Council Communication.

13. Adjournment.

Items provided under "Miscellaneous" in the Council Packet:

- City Council Work Session notes, 09/21/2020 (pg 209)
 - Planning and Zoning Commission minutes, 09/01/2020 (pg 211)
 - Park and Recreation Board minutes, 07/28/2020 (pg 217)
 - Park and Recreation Board minutes, 08/11/2020 (pg 221)
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EXECUTIVE SESSION (CLOSED MEETING)

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

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

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

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

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

Staff Reports



PUBLIC WORKS MONTHLY REPORT

September 2020

ENGINEERING DIVISION

Projects Under Construction

2020 Curb Replacement
Harold Estates Sewer Extension
N. Foxridge Drive SRTS Sidewalk
FY 2020 Street Preservation

Projects Under Design

City Hall Drainage Improvements & Plaza
Centerview Phase II

Development Under Construction

- Brookside South Culvert and Street Improvements
- Van Trust (Dean Ave. extension)
- Lofts at Foxridge
- Compass Health
- Eastbrook at Creekmoor

OPERATIONS & MAINTENANCE DIVISION

- 2 Water Taps
- 6 Sewer Inspections
- 3 Water Inspections
- 587 Line Locates
- 180 City Hall Work Orders
- 20 Driveway Approach Inspections
- 13 Sidewalk Inspections
- 50 Final ROW Inspections
- 4440 Feet of Sewer Main Jetted
- 500 Feet of Sewer Main Cameraed
- 16 Fire Hydrants Flushed
- 53 Potholes Patched
- 1 Asphalt Patch Completed
- 608 Feet of Sidewalk Mudjacked
- 51 Feet of Sidewalk Replaced
- 111 Service Requests Completed



MONTHLY REPORT

September 2020

Highlights

- Referee meetings for the youth flag football and volleyball leagues were held the week of September 7th. The recreational soccer season started Saturday, September 12.
- Park Maintenance staff painted the athletic field in preparation for the open day of youth soccer. Staff also assembled two memorial benches to be placed at TB Hanna Station and Memorial Park.
- Staff met with Midwest Sports Productions to discuss future baseball/softball tournaments next year for Recreation Park.
- Centerview was host to a four day training program on car seat safety along with HOA meetings and a PTA meeting.
- Recreation staff continued working on upcoming events and programs such as the annual Fishing Derby, Trucktoberfest, Movie Night and the upcoming Disc Golf Clinic.
- Parks and Recreation Director Nathan Musteen attended the board meeting for the Missouri Parks and Recreation Association on Friday.
- Parks and Recreation Director Nathan Musteen, Recreation Superintendent Jimmy Gibbs and Emergency Management Director Ryan Murdock met to discuss recreation programs, tournaments and special events as it relates to social distancing and Covid-19 restrictions.
- Parks and Recreation administration met with All-Inclusive Recreation for a punch list walk through at T.B. Hanna Station.
- Recreation and Facilities Superintendent Jimmy Gibbs prepared job description duties for new part-time positions to be posted on www.raymore.com/jobs. Superintendent Gibbs has also been preparing for the ice rink at the Depot to open later this year.
- Recreation Coordinator Corinne Daut hosted a disc golf clinic on Saturday, September 12 at Recreation Park.
- The fall baseball, softball, volleyball and flag football league games began Saturday, September 19th.
- Director Musteen, Superintendent Gibbs, Athletic Coordinator Brennon and Communications Manager Melissa Harmer attended the Executive Forum in Lenexa hosted by the Missouri and Kansas Parks and Recreation Associations. Topic of discussion was Crisis Communication.

Parks & Recreation Board

- September 8 - Work Session: Director Musteen and Superintendents Rulo and Gibbs provided the Park Board with an update of the Recreation Division, Parks Division and Capital Projects.
The Park Board adjourned into Executive Session
- September 22 - Work Session: Athletic Coordinator Todd Brennon and Recreation

Superintendent Jimmy Gibbs provided a report to the board regarding youth sports, programs and leagues.
Meeting: Budget Amendment for the Depot Enhancements.



WALTER BUCK MEMORIAL
Fishing Derby

Join us for this FREE fishing event open to children 15 and under.

Prizes for Largest Fish Caught, Most Caught Fish and more!

Saturday, Sept. 26, 9-11 a.m.
Johnston Lake at Hawk Ridge Park

Check-in starts at 8:30 a.m.

FINANCE MONTHLY REPORT

This report, consisting of a Financial Summary, Investment Summary and Grant Summary, has been prepared for the fiscal period August 1, 2020 to August 31, 2020.

August Financial Summary

Some notes regarding this month's summary operating report:

General Fund

Revenue:

Overall, at 83.33% of the way through the fiscal year, General Fund revenues are generally tracking as expected with total collected revenue of 89.81% 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 accepted by the Council and final payments have been made.

- Property tax revenues collected are tracking as expected at 99.91%. Staff expects this revenue source to come in at budget.
- Franchise Tax revenues as a whole are tracking slightly below straight line at 78.2%. There continues to be a decline in Wireless Franchise. 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 slightly above straight line budget at 84.33%. City sales taxes are at 85.61% while state shared gasoline and vehicle taxes are at 80.57%.
- Fees and Permit revenues collected are tracking above straight line budget at 318.62%. This is primarily due to the 93 single family residential building permits have been issued out of the 85 budgeted starts. Also, there were residential building permits issued in May & June for the Loft Apartments. In addition, we have issued 11 commercial building permits and this line item is 467.93% above straight line budget.
- License revenues collected are tracking as expected at 87.94% of straight line budget. Occupational license revenues collected are tracking as expected. Staff anticipates a small amount of occupational licenses throughout the fall for new builders to the area. Liquor licenses were processed in May.
- Municipal Court revenues collected are below straight line budget at 64.96%. This is primarily due to the COVID-19 Pandemic; court was not held in April or May. Staff will continue to monitor this revenue source closely throughout the year.

Expenditures:

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

- The Information Technology Department has replaced the majority of the computers scheduled for replacement, and has renewed 50% of the annual software maintenance agreements, putting it at straight line budget.
- The Finance Department is currently at 83.68% of straight line budget primarily due to completion of the FY19 audit.

Parks & Recreation Fund

Revenue:

Revenues are at 73.91% of budget 83.33% of the way through the year. Due to the Covid-19 pandemic, revenues for recreation and rentals are down, however expenses are too. Staff will monitor all revenue sources closely

Expenditures:

The Parks department is showing the same operational expenditure pattern as in years past. Recreation department expenses reciprocate recreation revenue; due to the Covid-19 Pandemic, expenses are below straight line budget. Expenditures are expected to increase as the number of programs offered goes up.

Enterprise Fund

Revenue:

Utility revenues as a whole are tracking at 68.46% of straight line budget. Staff will continue to monitor all utility revenue closely throughout the year.

Expenditures:

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

01 -GENERAL FUND
 FINANCIAL SUMMARY

	PRIOR YEAR ENDING PO BAL.	PRIOR YEAR PO ADJUST.	REMAINING PRIOR YEAR PO BALANCE	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>									
<u>NON-DEPARTMENTAL</u>									
PROPERTY TAXES	0.00	0.00	0.00	1,571,438.00	17,026.60	1,570,039.96	0.00	1,398.04	99.91
FRANCHISE TAXES	0.00	0.00	0.00	2,171,764.00	220,945.82	1,698,267.39	0.00	473,496.61	78.20
SALES TAXES	0.00	0.00	0.00	3,518,123.00	320,535.83	2,966,849.12	0.00	551,273.88	84.33
FEES AND PERMITS	0.00	0.00	0.00	194,779.00	27,342.44	620,614.31	0.00	(425,835.31)	318.62
LICENSES	0.00	0.00	0.00	133,184.00	3,135.00	117,121.25	0.00	16,062.75	87.94
MUNICIPAL COURT	0.00	0.00	0.00	326,464.00	21,244.79	212,058.70	0.00	114,405.30	64.96
MISCELLANEOUS	0.00	0.00	0.00	544,193.00	51,236.63	475,803.89	0.00	68,389.11	87.43
TRANSFERS - INTERFUND	0.00	0.00	0.00	1,513,498.00	125,624.83	1,256,248.30	0.00	257,249.70	83.00
TOTAL NON-DEPARTMENTAL	0.00	0.00	0.00	9,973,443.00	787,091.94	8,917,002.92	0.00	1,056,440.08	89.41
<u>COVID-19</u>									
MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	40,386.64	0.00	(40,386.64)	0.00
TOTAL COVID-19	0.00	0.00	0.00	0.00	0.00	40,386.64	0.00	(40,386.64)	0.00
TOTAL REVENUES	0.00	0.00	0.00	9,973,443.00	787,091.94	8,957,389.56	0.00	1,016,053.44	89.81
<u>EXPENDITURE SUMMARY</u>									
NON-DEPARTMENTAL	0.00	0.00	0.00	100,000.00	8,333.33	83,333.30	0.00	16,666.70	83.33
ADMINISTRATION	1,000.00	1,000.00	0.00	1,336,407.25	104,648.51	1,094,053.55	1,129.90	241,223.80	81.95
INFORMATION TECHNOLOGY	0.00	0.00	0.00	633,976.00	31,883.06	522,564.60	4,888.63	106,522.77	83.20
ECONOMIC DEVELOPMENT	0.00	0.00	0.00	193,464.00	6,593.94	116,938.65	0.00	76,525.35	60.44
COMMUNITY DEVELOPMENT	0.00	0.00	0.00	690,510.00	54,485.73	548,690.27	335.00	141,484.73	79.51
ENGINEERING	0.00	0.00	0.00	421,283.00	22,502.74	277,371.64	500.45	143,410.91	65.96
STREETS	0.00	0.00	0.00	828,992.00	45,212.90	623,865.26	11,447.87	193,678.87	76.64
BUILDING & GROUNDS	1,200.00	1,200.00	0.00	410,706.00	37,498.38	333,049.31	7,534.51	70,122.18	82.93
STORMWATER	0.00	0.00	0.00	310,536.00	18,867.17	206,121.24	935.45	103,479.31	66.68
COURT	0.00	0.00	0.00	145,054.00	8,566.08	95,781.00	492.00	48,781.00	66.37
FINANCE	0.00	0.00	0.00	632,057.00	44,796.33	525,176.34	3,755.58	103,125.08	83.68
COMMUNICATIONS	0.00	0.00	0.00	186,021.00	10,463.05	110,095.66	741.61	75,183.73	59.58
PROSECUTING ATTORNEY	0.00	0.00	0.00	24,400.00	2,000.00	18,000.00	2,000.00	4,400.00	81.97
POLICE	13,650.48	13,650.48	0.00	3,962,215.00	287,067.80	2,975,508.42	(2,424.72)	989,131.30	75.04
EMERGENCY MANAGEMENT	0.00	0.00	0.00	135,804.75	7,756.67	94,065.86	995.90	40,742.99	70.00
COVID-19	0.00	0.00	0.00	0.00	117,391.49	142,578.36	2,439.02	(145,017.38)	0.00
TOTAL EXPENDITURES	15,850.48	15,850.48	0.00	10,011,426.00	808,067.18	7,767,193.46	34,771.20	2,209,461.34	77.93
REVENUES OVER/(UNDER) EXPENDITURES	(15,850.48)	15,850.48	0.00	(37,983.00)	(20,975.24)	1,190,196.10	(34,771.20)	(1,193,407.90)	3,041.95-

25 -PARK FUND
 FINANCIAL SUMMARY

	PRIOR YEAR ENDING PO BAL.	PRIOR YEAR PO ADJUST.	REMAINING PRIOR YEAR PO BALANCE	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>									
<u>NON-DEPARTMENTAL</u>									
<u>PARKS DIVISION</u>									
PROPERTY TAXES	0.00	0.00	0.00	420,565.00	4,584.25	421,599.55	0.00 (	1,034.55)	100.25
MISCELLANEOUS	0.00	0.00	0.00	23,641.00	2,991.59	13,864.87	0.00	9,776.13	58.65
FACILITY RENTAL REVENUE	0.00	0.00	0.00	6,790.00	705.00	3,812.50	0.00	2,977.50	56.15
TRANSFERS - INTERFUND	0.00	0.00	0.00	475,000.00	39,583.33	395,833.30	0.00	79,166.70	83.33
TOTAL PARKS DIVISION	0.00	0.00	0.00	925,996.00	47,864.17	835,110.22	0.00	90,885.78	90.19
<u>RECREATION DIVISION</u>									
CONCESSION REVENUE	0.00	0.00	0.00	67,500.00	309.00	13,656.00	0.00	53,844.00	20.23
FACILITY RENTAL REVENUE	0.00	0.00	0.00	32,900.00 (	70.00)	3,461.50	0.00	29,438.50	10.52
PROGRAM REVENUE	0.00	0.00	0.00	229,950.00	27,480.00	135,091.61 (	235.00)	95,093.39	58.65
TOTAL RECREATION DIVISION	0.00	0.00	0.00	330,350.00	27,719.00	152,209.11 (	235.00)	178,375.89	46.00
<u>CENTERVIEW</u>									
FACILITY RENTAL REVENUE	0.00	0.00	0.00	62,125.00	1,008.63	27,151.13	0.00	34,973.87	43.70
PROGRAM REVENUE	0.00	0.00	0.00	6,600.00	0.00	1,080.00	0.00	5,520.00	16.36
TOTAL CENTERVIEW	0.00	0.00	0.00	68,725.00	1,008.63	28,231.13	0.00	40,493.87	41.08
<u>RAYMORE ACTIVITY CENTER</u>									
MISCELLANEOUS	0.00	0.00	0.00	3,000.00	12.00	849.00	0.00	2,151.00	28.30
CONCESSION REVENUE	0.00	0.00	0.00	6,000.00	0.00	514.00	0.00	5,486.00	8.57
FACILITY RENTAL REVENUE	0.00	0.00	0.00	9,875.00	2,907.00	6,489.50	0.00	3,385.50	65.72
PROGRAM REVENUE	0.00	0.00	0.00	181,475.00	14,760.00	104,290.25	0.00	77,184.75	57.47
TOTAL RAYMORE ACTIVITY CENTER	0.00	0.00	0.00	200,350.00	17,679.00	112,142.75	0.00	88,207.25	55.97
TOTAL REVENUES	0.00	0.00	0.00	1,525,421.00	94,270.80	1,127,693.21 (	235.00)	397,962.79	73.91
<u>EXPENDITURE SUMMARY</u>									
PARKS DIVISION	0.00	0.00	0.00	829,114.50	54,416.25	579,612.33	12,048.56	237,453.61	71.36
RECREATION DIVISION	0.00	0.00	0.00	365,815.50	16,576.43	187,023.68	2,474.70	176,317.12	51.80
CENTERVIEW	0.00	0.00	0.00	90,963.00	3,307.12	44,543.45	1,102.77	45,316.78	50.18
RAYMORE ACTIVITY CENTER	0.00	0.00	0.00	234,976.50	22,434.77	136,836.41	1,014.58	97,125.51	58.67
TOTAL EXPENDITURES	0.00	0.00	0.00	1,520,869.50	96,734.57	948,015.87	16,640.61	556,213.02	63.43
REVENUES OVER/(UNDER) EXPENDITURES	0.00	0.00	0.00	4,551.50 (	2,463.77)	179,677.34 (	16,875.61)	(158,250.23)	3,576.88

50 -ENTERPRISE FUND
 FINANCIAL SUMMARY

	PRIOR YEAR ENDING PO BAL.	PRIOR YEAR PO ADJUST.	REMAINING PRIOR YEAR PO BALANCE	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>									
<u>NON-DEPARTMENTAL</u>									
MISCELLANEOUS	0.00	0.00	0.00	63,945.00	8,858.19	52,459.44	0.00	11,485.56	82.04
UTILITY REVENUE	0.00	0.00	0.00	8,986,687.00	949,192.94	7,101,297.63	0.00	1,885,389.37	79.02
TOTAL NON-DEPARTMENTAL	0.00	0.00	0.00	9,050,632.00	958,051.13	7,153,757.07	0.00	1,896,874.93	79.04
<u>COVID-19</u>									
<u>SRF SEWER BONDS</u>									
MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	428.68	0.00	(428.68)	0.00
TOTAL SRF SEWER BONDS	0.00	0.00	0.00	0.00	0.00	428.68	0.00	(428.68)	0.00
TOTAL REVENUES	0.00	0.00	0.00	9,050,632.00	958,051.13	7,154,185.75	0.00	1,896,446.25	79.05
<u>EXPENDITURE SUMMARY</u>									
NON-DEPARTMENTAL	0.00	0.00	0.00	600,000.00	50,000.00	499,891.83	0.00	100,108.17	83.32
WATER	65,838.00	65,838.00	0.00	3,294,715.96	348,973.22	2,375,174.66	(54,761.24)	974,302.54	70.43
SEWER	8,015.00	8,015.00	0.00	3,451,768.50	505,140.69	2,520,677.36	(5,850.26)	936,941.40	72.86
SOLID WASTE	0.00	0.00	0.00	1,818,416.00	133,086.90	1,192,917.90	0.00	625,498.10	65.60
SRF SEWER BONDS	0.00	0.00	0.00	0.00	0.00	419.00	0.00	(419.00)	0.00
TOTAL EXPENDITURES	73,853.00	73,853.00	0.00	9,164,900.46	1,037,200.81	6,589,080.75	(60,611.50)	2,636,431.21	71.23
REVENUES OVER/(UNDER) EXPENDITURES	(73,853.00)	73,853.00	0.00	(114,268.46)	(79,149.68)	565,105.00	60,611.50	(739,984.96)	547.58-

Investment Monthly Report

Investments Held at 08/31/20

Purchase Date	Receipt #	Institution	Description	Restricted	Maturity Date	Principal	Par **	Yield	Market*
12/05/19	953697	NASB	CD		12/04/20	2,000,000.00	2,000,000.00	1.9000	2,000,000.00
12/09/19	901192	CBR	CD		12/09/20	2,500,000.00	2,500,000.00	1.6500	2,500,000.00
10/18/12		MOSIP	MOSIP POOLE- GENERAL FUND		NA	2,122,101.87	2,122,101.87	2.4100	2,122,101.87
06/03/16		MOSIP	MOSIP POOLE - GENERAL FUND		NA	1,016,169.59	1,016,169.59	2.4100	1,016,169.59
09/01/16		MOSIP	MOSIP POOLE - GENERAL FUND		NA	1,102,583.17	1,102,583.17	2.4100	1,102,583.17
08/26/20	934746	NASB	CD		08/25/21	2,000,000.00	2,000,000.00	0.2000	2,000,000.00
08/14/19	901472	CBR	CD	Fund 50	08/25/21	699,769.30	699,769.30	0.2000	699,769.30
09/12/19	937641	NASB	CD		09/11/20	2,000,000.00	2,000,000.00	1.9500	2,000,000.00

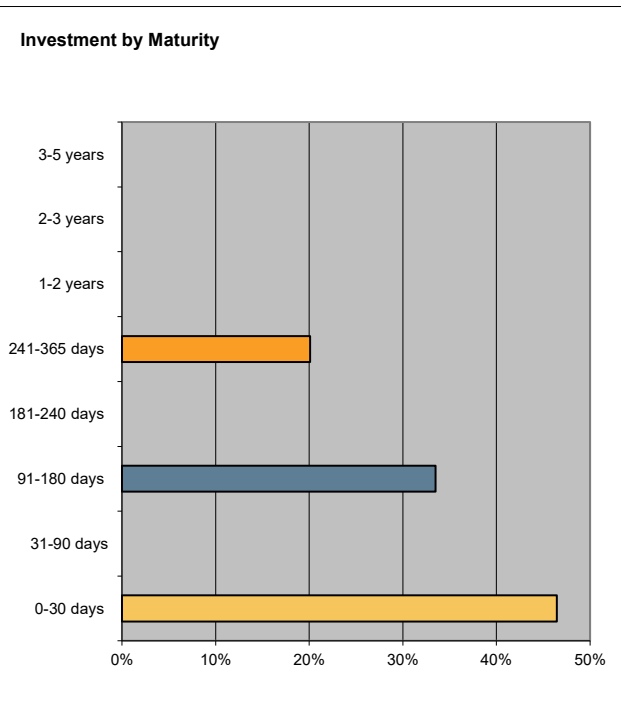
Investment Total **13,440,623.93** **13,440,623.93** **13,440,623.93**

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

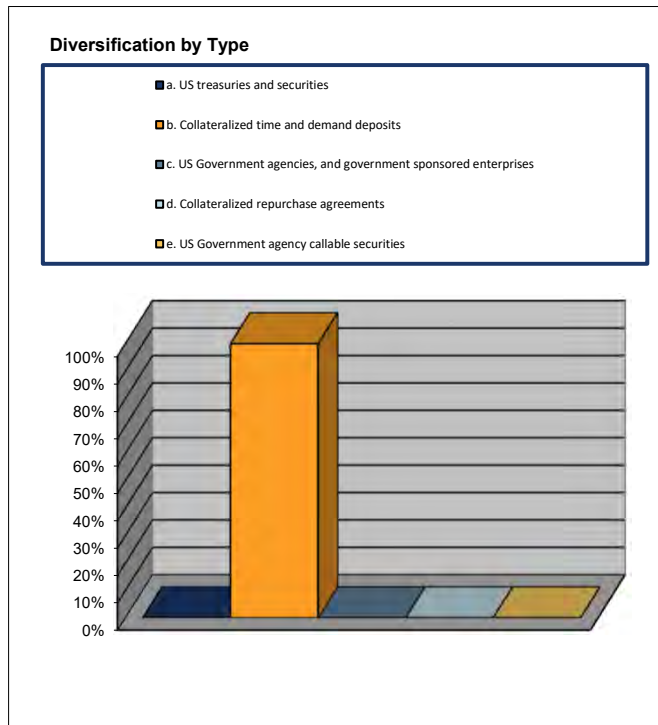
Average Annual Rate of Return: 1.6804

** 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
08/26/19	934746	NASB	CD		08/25/20	2,000,000.00	2,000,000.00	2.0000	365

Average Rate of Return on Maturities: 2.00

August 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. 2019 - Sept. 2020)	MoDOT (Traffic & Hwy. Safety Division)	\$8,000.00 (no match)	\$2,538.00	\$2,538.00	9/30/20
State & Community Hwy. Safety Grant - HMV (Oct. 2019 - Sept. 2020)	MoDOT (Traffic & Hwy. Safety Division)	\$6,000 (no match)	\$142.86	\$142.86	9/30/20
Bulletproof Vest Partnership (Sept. 2019 - Aug. 2021)	DOJ	\$2,141.76 (50% match)	\$0.00	\$0.00	08/31/21
Parks:					
Emergency Management:					
Emergency Mgmt. Performance Grant - 2020 (Jan. - June 2021)	FEMA	\$80,683.46 (50% match)	\$25,818.32	\$25,818.32	12/31/20
Cares Act - COVID19	Cass County		\$163,837.63	\$40,386.64	12/31/20
Community Development:					
Community Development	AARP	\$15,000	\$12,349.52	\$15,000.00	11/05/2018

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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Consent Agenda

THE RAYMORE CITY COUNCIL MET IN REGULAR SESSION MONDAY, SEPTEMBER 14, 2020 AT 100 MUNICIPAL CIRCLE, RAYMORE, MISSOURI. MEMBERS PRESENT: MAYOR TURNBOW, COUNCILMEMBERS ABDELGAWAD, BARBER, BERENDZEN, BURKE, CIRCO, HOLMAN, JACOBSON, AND TOWNSEND, CITY MANAGER JIM FEUERBORN, CITY ATTORNEY JONATHAN ZERR, CITY CLERK JEANIE WOERNER, AND STAFF MEMBERS.

- 1. Call To Order.** Mayor Turnbow called the meeting to order at 7:00 p.m.
- 2. Roll Call.** City Clerk Jeanie woerner called roll; quorum present to conduct business.
- 3. Pledge of Allegiance.**
- 4. Presentations/Awards.**

Mayor Turnbow presented the annual State of the City Address. (attached to these minutes)

5. Personal Appearances.

6. Staff Reports.

Development Services Director Jim Cadoret reviewed the staff report included in the Council packet as well as upcoming agenda items for the Board of Adjustment and Planning and Zoning Commission.

City Manager Jim Feuerborn announced agenda items for the September 21 work session. He advised the Council that the FY 2021 Capital Improvement Program provides for replacement of the sewer line on Maple Street in the Silverlake subdivision. When the 2020 street and curb project recently began in that area, crews learned that the existing sewer pipe had completely failed. He has signed an emergency order for \$90,000 for immediate repairs of the sewer line.

Chief of Police Jan Zimmerman presented Captain Jim Wilson with the Department's Distinguished Service Medal based on his recent actions in saving the life of a person who was threatening suicide.

7. Committee Reports.

8. Consent Agenda.

- A. City Council Regular Meeting Minutes, August 24, 2020**
- B. Resolution 20-48: Appointment of Reginald Townsend to the Belton-Raymore Transportation Development District (TDD)**
- C. Resolution 20-49: Acceptance and Final Pay - Recreation Park Playground**
- D. Resolution 20-50: Adoption of the Regional Multi-Hazard Mitigation Plan**

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

DISCUSSION: None

VOTE:

Councilmember Abdelgawad	Aye
Councilmember Barber	Aye
Councilmember Berendzen	Aye
Councilmember Burke, III	Aye
Councilmember Circo	Aye
Councilmember Holman	Aye
Councilmember Jacobson	Aye
Councilmember Townsend	Aye

9. Unfinished Business. Second Readings.

A. Award of Contract - North Foxridge Drive Safe Routes to School (SRTS)

BILL 3558: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH AMINO BROTHERS COMPANY, INC FOR THE NORTH FOXRIDGE DRIVE SAFE ROUTES TO SCHOOLS PROJECT, PROJECT NUMBER TAP-3301(526), IN THE AMOUNT OF \$114,618.70 AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS."

City Clerk Jeanie Woerner conducted the second reading of Bill 3558 by title only.

MOTION: By Councilmember Townsend, second by Councilmember Holman to approve the second reading of Bill 3558 by title only.

DISCUSSION: None

VOTE:

Councilmember Abdelgawad	Aye
Councilmember Barber	Aye
Councilmember Berendzen	Aye
Councilmember Burke, III	Aye
Councilmember Circo	Aye
Councilmember Holman	Aye
Councilmember Jacobson	Aye
Councilmember Townsend	Aye

Mayor Turnbow announced the motion carried and declared Bill 3558 as **Raymore City Ordinance 2020-048.**

B. Award of Contract - Johnston Lake Fountain

BILL 3567: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH BRINTON ELECTRIC COMPANY FOR THE JOHNSTON LAKE FOUNTAIN, PROJECT NUMBER 20-343-701, IN THE AMOUNT OF \$26,020 INCLUDING AN ALTERNATE BID FOR COMMUNITY ART ELECTRICAL SERVICE IN THE AMOUNT OF \$3,467 AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS."

City Clerk Jeanie Woerner conducted the second reading of Bill 3567 by title only.

MOTION: By Councilmember Townsend, second by Councilmember Holman to approve the second reading of Bill 3567 by title only.

DISCUSSION: None

VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Berendzen	Aye
	Councilmember Burke, III	Aye
	Councilmember Circo	Aye
	Councilmember Holman	Aye
	Councilmember Jacobson	Aye
	Councilmember Townsend	Aye

Mayor Turnbow announced the motion carried and declared Bill 3567 as **Raymore City Ordinance 2020-049**.

C. Replat of Prairie View of The Good Ranch

BILL 3566: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, APPROVING THE FINAL PLAT OF THE PRAIRIE OF THE GOOD RANCH LOTS 1 THRU 65 AND TRACTS "A" THRU "F", A REPLAT OF THE PRAIRIE VIEW OF THE GOOD RANCH SUBDIVISION."

City Clerk Jeanie Woerner conducted the second reading of Bill 3566 by title only.

MOTION: By Councilmember Townsend, second by Councilmember Holman to approve the second reading of Bill 3566 by title only.

DISCUSSION: None

VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Berendzen	Aye
	Councilmember Burke, III	Aye

Councilmember Circo	Aye
Councilmember Holman	Aye
Councilmember Jacobson	Aye
Councilmember Townsend	Aye

Mayor Turnbow announced the motion carried and declared Bill 3566 as **Raymore City Ordinance 2020-050**.

10. New Business. First Readings.

A. Oak Ridge Farms Rezoning R-1 to PUD (public hearing)

BILL 3570: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AMENDING THE ZONING MAP FROM "R-1" SINGLE-FAMILY RESIDENTIAL DISTRICT TO "PUD" PLANNED UNIT DEVELOPMENT DISTRICT, A 23-ACRE TRACT OF LAND LOCATED EAST OF WASHINGTON STREET AND NORTH OF RAMBLEWOOD SUBDIVISION, IN RAYMORE, CASS COUNTY, MISSOURI."

City Clerk Jeanie Woerner conducted the first reading of Bill 3570 by title only.

Mayor Turnbow opened the public hearing at 7:26 p.m. and called for a staff report.

Development Services Director Jim Cadoret provided a review of the staff report included in the Council packet. Sean Seibert, representing CT Midland, is requesting a reclassification of zoning of 23.80 acres, located east of N. Washington Street and north of the Ramblewood Subdivision, from "R-1" Single Family Residential District to "PUD" Planned Unit Development District. The applicant's proposal respects the existing zoning and land use of the surrounding area. Single-family detached homes are proposed on the periphery of the property with attached single-family units proposed for the middle of the development. This public hearing was properly advertised in *The Journal* and he asked for the mailed notices to adjoining property owners, notice of publication, Unified Development Code (UDC), application, Growth Management Plan (GMP), staff report, and the preliminary plan for the subdivision layout, to be entered into the record. A Good Neighbor meeting was held on July 15 with four (4) residents attending who asked general questions. No opposition was heard. He reviewed the Findings of Fact outlined in the staff report. With new preliminary plans, the UDC requires park land dedication based on the number of dwelling units. The applicant has requested the City provide credit for a proposed eight (8) foot trail to be constructed surrounding the pond at the south end of the property. The Park Board has reviewed this request and approved the plan for the trail construction and dedication. Staff feels this property would allow for an extension of the successful, existing well development residential community. Therefore, staff recommends approval of the rezoning. The Planning and Zoning Commission voted 8-0 at their August 4 meeting, to accept the staff proposed findings of fact and forward to the City Council with a recommendation of approval.

Sean Duke, Snyder & Associates, 802 Francis, St. Joseph, Missouri representing the applicant stated they are proposing to proceed with the same architectural style of the single and family homes as they have in the Master Plan for Heritage Hills. They have removed the four and six unit proposal. He explained the planned green space and answered general questions from Council.

Mayor Turnbow opened the floor for public comment and hearing none, closed the public hearing at 7:32 p.m.

MOTION: By Councilmember Townsend, second by Councilmember Holman to approve the first reading of Bill 3570 by title only.

DISCUSSION: None

VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Berendzen	Aye
	Councilmember Burke, III	Aye
	Councilmember Circo	Aye
	Councilmember Holman	Aye
	Councilmember Jacobson	Aye
	Councilmember Townsend	Aye

B. Award of Contract - Auditor

BILL 3568: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, APPROVING AN AGREEMENT WITH DANA F. COLE & COMPANY, LLP TO SERVE AS THE INDEPENDENT AUDITOR FOR THE CITY FOR A THREE-YEAR PERIOD."

City Clerk Jeanie Woerner conducted the first reading of Bill 3568 by title only.

Finance Director Elisa Williams provided a review of the staff report included in the Council packet. The City retains the services of an auditor to obtain independent audits of the City's financial statements. Staff issued a Request for Qualifications (RFQ) and received two responses. After review of the RFQs, staff recommends that Dana F. Cole & Company, LLP be retained as the City's independent auditor for the next three years.

MOTION: By Councilmember Townsend, second by Councilmember Holman to approve the first reading of Bill 3568 by title only.

DISCUSSION: None

VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Berendzen	Aye
	Councilmember Burke, III	Aye

Councilmember Circo	Aye
Councilmember Holman	Aye
Councilmember Jacobson	Aye
Councilmember Townsend	Aye

C. Award of Contract - Financial Advisor

BILL 3569: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, APPROVING AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH PIPER SANDLER & COMPANY TO SERVE AS THE INDEPENDENT FINANCIAL ADVISOR TO THE CITY FOR A THREE-YEAR PERIOD."

City Clerk Jeanie Woerner conducted the first reading of Bill 3569 by title only.

Finance Director Elisa Williams provided a review of the staff report included in the Council packet. The City retains the services of a financial advisor to assist the City in identifying capital financing alternatives and planning its debt program. Staff issued a Request for Qualifications (RFQ) and received three responses. After review of the RFQs, staff recommends that Piper, Sandler & Company be retained to act as the City's independent financial advisor for the next three years.

MOTION: By Councilmember Townsend, second by Councilmember Holman to approve the first reading of Bill 3569 by title only.

DISCUSSION: None

VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Berendzen	Aye
	Councilmember Burke, III	Aye
	Councilmember Circo	Aye
	Councilmember Holman	Aye
	Councilmember Jacobson	Aye
	Councilmember Townsend	Aye

D. Award of Contract - Ward Road Surveying

BILL 3571: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH OLSSON FOR THE WARD ROAD SURVEYING PROJECT, CITY PROJECT NUMBER 20-360-302, IN THE AMOUNT OF \$40,200 AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS."

City Clerk Jeanie Woerner conducted the first reading of Bill 3571 by title only.

Public Works Director Mike Krass provided a review of the staff report included in the Council packet. This proposed project will provide survey information that will be incorporated into the design of Ward Road. Staff issued a Request for Qualifications (RFQ) and received six responses. After review of the RFQs, staff recommends award of a contract to Olsson and Associates for this project. He answered general questions from Council.

MOTION: By Councilmember Townsend, second by Councilmember Holman to approve the first reading of Bill 3571 by title only.

DISCUSSION: None

VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Berendzen	Aye
	Councilmember Burke, III	Aye
	Councilmember Circo	Aye
	Councilmember Holman	Aye
	Councilmember Jacobson	Aye
	Councilmember Townsend	Aye

MOTION: By Councilmember Townsend, second by Councilmember Holman to recess the regular meeting of the City Council and enter the meeting of the Raymore Community Foundation at 7:42 p.m.

DISCUSSION: None

VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Berendzen	Aye
	Councilmember Burke, III	Aye
	Councilmember Circo	Aye
	Councilmember Holman	Aye
	Councilmember Jacobson	Aye
	Councilmember Townsend	Aye

E. Raymore Community Foundation Meeting

1. Call to Order.

Director Turnbow called the meeting to order at 7:42 p.m.

2. Roll Call.

Directors in attendance: Sonja Abdelgawad, Kevin Barber, John Berendzen, Joseph Burke, Tom Circo, Jay Holman, Dale Jacobson, Reginald Townsend and Kristofer Turnbow.

3. Approval of minutes.

a. January 13, 2020 meeting minutes

MOTION: By Director Townsend, second by Director Holman to approve the January 13, 2020 minutes as presented.

DISCUSSION: None

VOTE:	Director Abdelgawad	Aye
	Director Barber	Aye
	Director Berendzen	Aye
	Director Burke, III	Aye
	Director Circo	Aye
	Director Holman	Aye
	Director Jacobson	Aye
	Director Townsend	Aye
	Director Turnbow	Aye

4. New Business

a. Disbursement of Funds-Resolution 20-01

RESOLUTION 20-01: "A RESOLUTION DISBURSING FUNDS FROM THE RAYMORE COMMUNITY FOUNDATION TO PURCHASE AND INSTALL A PUBLIC ART PIECE AS APPROVED BY THE RAYMORE ARTS COMMISSION."

City Clerk Jeanie Woerner conducted the reading of Resolution 20-01 by title only.

Assistant City Manager Mike Ekey stated the Raymore Community Foundation's Donation and Disbursement Policy states the Board of Directors is required to approve disbursements of \$10,000 or more. This disbursement will help fund the approved public art piece approved by the Arts Commission. The public art piece will be located at Hawk Ridge Park just to the north of the amphitheater, a location approved by the Parks & Recreation Board. He answered general questions from the Directors.

Communications Manager Melissa Harmer provided information on the artist proposal and advised the Arts Commission is supportive of this public art piece.

MOTION: By Director Townsend, second by Director Holman to approve Resolution 20-01 by title only.

DISCUSSION: None

VOTE:	Director Abdelgawad	Aye
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Director Barber	Aye
Director Berendzen	Aye
Director Burke, III	Aye
Director Circo	Aye
Director Holman	Aye
Director Jacobson	Aye
Director Townsend	Aye
Director Turnbow	Aye

5. Adjourn.

MOTION: By Director Townsend, second by Director Holman to adjourn the meeting of the Raymore Community Foundation and resume the regular City Council meeting.

DISCUSSION: None

VOTE:	Director Abdelgawad	Aye
	Director Barber	Aye
	Director Berendzen	Aye
	Director Burke, III	Aye
	Director Circo	Aye
	Director Holman	Aye
	Director Jacobson	Aye
	Director Townsend	Aye
	Director Turnbow	Aye

The meeting of the Board of Directors for Raymore Community Foundation adjourned at 7:48 p.m.

11. Public Comments.

12. Mayor/Council Communication.

Councilmembers commended Mayor Turnbow for his State of the City address and his leadership, recognized Captain Jim Wilson for earning the Raymore Police Department's Distinguished Service Medal, and thanked staff for moving forward in planning the GO Bond projects.

Councilmember Jacobson stated he volunteers for the First Responders Hero Fund and recently participated along with members of the Police Department, in a fundraising telethon.

Councilmember Abdelgawad stated she looks forward to hearing from residents at the Community Conversation event planned for this Fall.

Councilmember Barber encouraged Raymore citizens who have comments and questions to call City staff and not post issues on social media.

Councilmember Townsend spoke to Captain Wilson's recent address to the Optimist Club and his leadership in Youth Court.

Councilmember Berendzen stated he is pleased the proposed budget contains funding for conducting a manpower study.

Mayor Turnbow thanked members of the Council for their comments on the State of the City and thanked Mr. Ekey for his assistance in writing the document. He commended Captain Jim Wilson for earning the Raymore Police Department's Distinguished Service Medal. He apologized for the City's need to cancel the fireworks and recognition of Patriot's Day due to COVID.

13. Adjournment.

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

VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Berendzen	Aye
	Councilmember Burke, III	Aye
	Councilmember Circo	Aye
	Councilmember Holman	Aye
	Councilmember Jacobson	Aye
	Councilmember Townsend	Aye

The regular meeting of the Raymore Council adjourned at 8:09 p.m.

Respectfully submitted,

Jeanie Woerner
City Clerk

Unfinished Business



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: Sept. 14, 2020

SUBMITTED BY: Jim Cadoret

DEPARTMENT: Development Services

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

TITLE / ISSUE / REQUEST

Bill 3570: Oak Ridge Farms rezoning

STRATEGIC PLAN GOAL/STRATEGY

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

FINANCIAL IMPACT

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

PROJECT TIMELINE

Estimated Start Date	Estimated End Date

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:	Planning and Zoning Commission
Date:	Aug. 4, 2020
Action/Vote:	Approval 8-0

LIST OF REFERENCE DOCUMENTS ATTACHED

Staff Report Preliminary Plan/Memorandum of Understanding Aug. 4 Planning and Zoning Commission minutes excerpt

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

Sean Seibert, representing CT Midland, is requesting to reclassify the zoning of 23.80 acres located east of Washington Street and north of Ramblewood Subdivision, from "R-1" Single-Family Residential District to "PUD" Planned Unit Development District.

The Memorandum of Understanding and Preliminary Plan identify the lots reserved for detached single-family dwellings and lots reserved for two-family dwellings. The MOU also specifies when the trail around the detention pond is to be constructed.

BILL 3570

ORDINANCE

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AMENDING THE ZONING MAP FROM "R-1" SINGLE-FAMILY RESIDENTIAL DISTRICT TO "PUD" PLANNED UNIT DEVELOPMENT DISTRICT, A 23-ACRE TRACT OF LAND LOCATED EAST OF WASHINGTON STREET AND NORTH OF RAMBLEWOOD SUBDIVISION, IN RAYMORE, CASS COUNTY, MISSOURI."

WHEREAS, after a public hearing was held on August 4, 2020, 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 September 14, 2020, 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. The Zoning Map of the City of Raymore, Missouri is amended by rezoning from "R-1" Single-Family Residential District to "PUD" Planned Unit Development District, for the following property:

A portion of the North Half of the Northwest Quarter of Section 15, Township 46 North, Range 32 West, City of Raymore, Cass County, Missouri, described as follows: Commencing at the Northwest corner of said Section 15; thence South 0 degrees 45 minutes 50 seconds West along the West line of Section 15 for 136.50 feet; thence South 89 degrees 55 minutes 55 seconds East along the North line of HERITAGE PLAZA - LOT 10, a subdivision of record, for 320.00 feet to the Northeast corner of said Lot 10; thence South 89 degrees 55 minutes 55 seconds East along the North line of Heritage Plaza - Lot 10, a subdivision of record, for 320.00 feet to the Northeast corner of said Lot 10; thence continue S 89°55'55" E along the South line of HERITAGE HILLS; thence South 0 degrees 04 minutes 05 seconds West for 240.00 feet; thence South 89 degrees 55 minutes 55 seconds East for 172.20 feet to the West line of HERITAGE HILLS - LOTS 136 THRU 157, a subdivision of record, for the point of beginning; thence North 0 degrees 04 minutes 05 seconds East along said West line for 240.00 feet; thence South 89 degrees 55 minutes 55 seconds East along the South line of said HERITAGE HILLS for 215.00 feet; thence South 77 degrees 40 minutes 00 seconds East along the said South line and the South line of CUMBERLAND HILLS SOUTH SECOND PLAT, a subdivision of record for 1596.97 feet to the East line of the Northwest Quarter, Section 15; thence South 0 degrees 28 minutes 33 seconds West along said East line for 856.99 feet to the Southeast Corner, Northeast Quarter, Northwest Quarter, Section 15; thence North 89 degrees 51 minutes 49 seconds West along the South line of the North Half of the Northwest Quarter for 1768.37 feet to the Southwest corner of HERITAGE HILLS - LOTS 158 THRU 175; thence North 0 degrees 04 minutes 05 seconds East along the West line of HERITAGE HILLS - LOTS 158 THRU 175 AND HERITAGE HILLS - LOTS 136 THRU 157 for 952.34 feet to the point of beginning, EXCEPT those parts platted as HERITAGE HILLS - LOTS 136 THRU 157 AND HERITAGE HILLS - LOTS 158 THRU 175 and EXCEPT that part in PINE STREET.

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 SEPTEMBER, 2020.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 28TH DAY OF SEPTEMBER, 2020, BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Barber
Councilmember Berendzen
Councilmember Burke III
Councilmember Circo
Councilmember Holman
Councilmember Jacobson
Councilmember Townsend

ATTEST:

APPROVE:

Jean Woerner, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature



To: City Council
From: Planning and Zoning Commission
Date: September 14, 2020
Re: Case #2009 Rezoning; Oak Ridge Farms, “R-1” to “PUD”

GENERAL INFORMATION

**Applicant/
Property Owner** CT Midland
% Sean Seibert
33030 Main Street
Grandview, MO 64303

Requested Action: Requesting to reclassify the zoning of 23.80 acres
“R-1” Single Family Residential to “PUD” Planned Unit
Development

Property Location: Generally the property East of Washington St, South of
Foxwood Dr and North of Jenny Lane.



Existing Zoning: "R-1" Single Family Residential



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

Major Street Plan: The Major Thoroughfare Plan Map classifies E. Pine Street as a Minor Collector, and N. Franklin St as a Minor Collector.

Legal Description:

A portion of the North Half of the Northwest Quarter of Section 15, Township 46 North, Range 32 West, City of Raymore, Cass County, Missouri, described as follows:

Commencing at the Northwest corner of said Section 15; thence South 0 degrees 45 minutes 50 seconds West along the West line of Section 15 for 136.50 feet; thence South 89 degrees 55 minutes 55 seconds East along the North line of HERITAGE PLAZA - LOT 10, a subdivision of record, for 320.00 feet to the Northeast corner of said Lot 10; thence South 89 degrees 55 minutes 55 seconds East along the North line of Heritage Plaza - Lot 10, a subdivision of record, for 320.00 feet to the Northeast corner of said Lot 10; thence continue S 89°55'55" E along the South line of HERITAGE HILLS; thence South 0 degrees 04 minutes 05 seconds West for 240.00 feet; thence South 89 degrees 55 minutes 55 seconds East for 172.20 feet to the West line of HERITAGE HILLS - LOTS 136 THRU 157, a subdivision of record, for the point of beginning; thence North 0 degrees 04 minutes 05 seconds East along said West line for 240.00 feet; thence South 89 degrees 55 minutes 55 seconds East along the South line of said HERITAGE HILLS for 215.00 feet; thence South 77 degrees 40 minutes 00 seconds East along the said South line and the South line of CUMBERLAND HILLS SOUTH SECOND PLAT, a subdivision of record for 1596.97 feet to the East line of the Northwest Quarter, Section 15; thence South 0 degrees 28 minutes 33 seconds West along said East line for 856.99 feet to the Southeast Corner, Northeast Quarter, Northwest Quarter, Section 15; thence North 89 degrees 51 minutes 49 seconds West along the South line of the North Half of the Northwest Quarter for 1768.37 feet to the Southwest corner of HERITAGE HILLS - LOTS 158 THRU 175; thence North 0 degrees 04 minutes 05 seconds East along the West line of HERITAGE HILLS - LOTS 158 THRU 175 AND HERITAGE HILLS - LOTS 136 THRU 157 for 952.34 feet to the point of beginning, EXCEPT those parts platted as HERITAGE HILLS - LOTS 136 THRU 157 AND HERITAGE HILLS - LOTS 158 THRU 175 and EXCEPT that part in PINE STREET.

Advertisement: July 16, 2020 **Journal** newspaper
August 27, 2020 **Journal** newspaper

Public Hearing: August 4, 2020 Planning Commission meeting
September 14, 2020 City Council

Items of Record: **Exhibit 1. Mailed Notices to Adjoining Property Owners**
Exhibit 2. Notice of Publication
Exhibit 3. Unified Development Code
Exhibit 4. Application
Exhibit 5. Growth Management Plan
Exhibit 6. Staff Report
Exhibit 7. Preliminary Plan

Additional exhibits as presented during hearing

REQUEST

Applicant is requesting to reclassify the zoning designation of 23.80 acres from "R-1" Single Family Residential to "PUD" Planned Unit Development, including the Preliminary Plan for the extension of the Oak Ridge Farms subdivision.

REZONING REQUIREMENTS

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

Section 470.020 (B) states:

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

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

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

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

PREVIOUS PLANNING ACTIONS ON OR NEAR THE PROPERTY

- The original rezoning to R-1 was approved on April 9, 1979.
- The Heritage Hills subdivision (first 2 phases of Oak Ridge Farms) to the West of the property, was rezoned from "R-1" Single-Family residential district to "R-2" Single and Two-family residential district on February 27, 2017 for lots 136-157 and August 28, 2017 for lots 158-175.

- The “R-3” Multiple-Family residential zoning for the Pointe at Raymore Townhomes to the south was approved on September 23, 1985.

GOOD NEIGHBOR INFORMATIONAL MEETING COMMENTS

A Good Neighbor meeting was held on Wednesday July 15, 2020 in the Council Chambers of City Hall. 4 residents attended the meeting, along with city staff and Sean Seibert, Daniel Goodwin and Shawn Duke representing CT Midland. The comments below provide a summary of the meeting:

What does the change in zoning mean?

- The change in zoning gives the city more control over the development and allows for attached family housing.

What about the drainage behind the row of houses along the north?

- Much of the ditch that is currently there is unfinished, so we will continue the ditch to the east so that water drains to the creek.

One resident came that stated he has lived in one of the other Oak Ridge Farms homes for a year now. He stated any issues are taken care of in a timely manner and when Sean is around he makes an effort to always ask how things are and if anything needs to be done.

STAFF COMMENTS

1. The property directly to the west of the site, roughly 18.5 acres, is zoned R-2 and is also owned by the applicant.
2. The property directly to the east is zoned “A” Agricultural.
3. The development standards for the existing and proposed zoning districts are as follows:

	R-1	PUD
Minimum Lot Area	-	
per lot	8,400	-
per dwelling unit	8,400	-
Minimum Lot Width (feet)	70	48.7
Minimum Lot Depth (feet)	100	106.3
Yards, Minimum (feet)		
front	30	30
rear	30	30
side	10	6.25
side, abutting residential district	-	6.25
Maximum Building Height (feet)	35	35
Maximum Building Coverage (%)	30	-

4. The uses permitted within the existing and proposed zoning districts include:

Use	R-1	Use	PUD
RESIDENTIAL USES		RESIDENTIAL USES	
Household Living		Household Living	
Single-family Dwelling, Detached (conventional)	P	Single-family Dwelling, Attached	-
Manufactured Home Residential – Design	S	Multi-family Dwelling (3+ units)	-
Single-family Dwelling, Attached	-	Cluster Residential Development	-
Two-family Dwelling (Duplex)	-	Manufactured Home Park	-
Multi-family Dwelling (3+ units)	-	Dwelling Units Located Above the Ground Floor	-
Apartment Community	-	Group Living	
Cluster Residential Development	S	Assisted Living	P
Manufactured Home Park	-	Group Home	-
Employee Living Quarters	P	Nursing Care Facility	P
Accessory Dwelling	P	Transitional Living	-
Group Living		PUBLIC AND CIVIC USES	
Assisted Living	-	College or University	-
Group Home	S	Cultural Exhibit or Library	-
Nursing Care Facility	-	Government Buildings and Properties	-
Transitional Living	-	Hospital	-
Group Living Not Otherwise Classified	C	Place of Public Assembly	-
PUBLIC AND CIVIC USES		Public Safety Services	-
Cultural Exhibit or Library	C	Religious Assembly	-
Government Buildings and Properties	C	School	-
Place of Public Assembly	C	Social Club or Lodge	-
Public Safety Services	C	Utilities	
Religious Assembly	P	Major	-
School	P	Minor	-
Utilities		COMMERCIAL USES	
Major	C	Adult Business	-
Minor	P	Animal Services	
COMMERCIAL USES		Kennel	-
Animal Services		Veterinary Services	-
Kennel	-	Art Gallery	-
Day Care		Banks and Financial Services	
Day Care Home	S	Banks	-
Entertainment and Spectator Sports		Payday Loan Store	-
Indoor	-	Consumer Loan Establishment	-
Outdoor	-	Pawn Shop	-
Funeral and Interment Services		Body Art Services	-
Cemetery	C	Business Support Service	P
Funeral Home	-	Construction Sales and Service	-
Lodging		Day Care	
Bed and Breakfast	-	Day Care Center	S
Sports and Recreation, Participant		Eating and Drinking Establishment	
Outdoor	C	Restaurant	-
Indoor	-	Tavern	-

		Entertainment and Spectator Sports	
OTHER USES		Indoor	-
Accessory Uses	S	Outdoor	-
Agricultural Uses		Funeral and Interment Services	
Farming	-	Cremating	-
Boarding Stables and Riding Schools	-	Funeral Home	-
Home Occupation	S	Lodging	
Parking		Bed and Breakfast	-
Accessory Parking	P	Hotel or Motel	-
Wireless Communication Facility		Medical or Dental Clinic	-
Colocated	S	Office	-
		Personal and Consumer Service	-
		Retail Sales	
		Large (100,000+ gfa)	-
		Small (up to 100,000 gfa)	-
		Self Storage Facility	-
		Self Storage Facility, Indoor	-
		Sports and Recreation, Participant	
		Outdoor	-
		Indoor	-
		Vehicle Sales and Service	
		Car Wash	-
		Gas Station	-
		Motor Vehicle Repair	-
		Light Equipment and Vehicle Sales or Rental	-
		Heavy Equipment Sales or Rental	-
		Vehicle, Recreational Vehicle or Boat Storage/Towing	-
		INDUSTRIAL USES	
		Manufacturing, Production and Industrial Service	
		Limited	-
		General	-
		Intensive	-
		Research Laboratory	-
		Trucking/Freight Terminal	-
		Warehousing and Wholesaling	-
		Waste-related Use	
		Junkyard	-
		Recycling Facility	-
		Sanitary Landfill	-
		OTHER USES	
		Accessory Uses	S
		Drive-through Facilities	-
		Parking	S
		Accessory Parking	P
		Non-accessory Parking	C
		Wireless Communication Facility	
		Freestanding	-
		Co-located	S

5. As a new preliminary plan, the UDC requires Park Land dedication based upon the number of dwelling units. The UDC does allow for a fee-in-lieu payment if recommended by the Park Board and approved by City Council. The fee-in-lieu payment is based on the price that was paid for the land. Credit can be given for trails and other amenities as the Park Board sees appropriate. The applicant is requesting that the City provide credit for an 8-foot trail that he plans to construct surrounding the pond at the south end of the property. A public access easement will be provided over the trail, and the land area around the trail will remain the maintenance responsibility of the developer. The estimated cost of the trail exceeds the fee-in-lieu payment that would be required. The Park Board has reviewed and approved the plan regarding the trail construction and dedication.
6. A Planned Unit Development requires submittal of a Preliminary Development Plan and a Memorandum of Understanding (MOU). The MOU states that detached single-family dwellings are permitted on all lots in the subdivision. The applicant has indicated his intent is to construct single-family dwellings on Lots 1-11, 26, 38-44, and 54-57. Anywhere the proposed subdivision is adjacent to an existing single-family dwelling in an adjacent subdivision, such as Cumberland Hills and Ramblewood, the applicant is proposing to construct a single-family home.
7. The MOU states that two-family dwellings are limited to lots 12-25, 27-37, and 45-53. The two-family dwelling lots are on the interior of the proposed subdivision.
8. The MOU is required if the reclassification of zoning is approved. The MOU is binding on the applicant and subsequent owner of the lots. Any change to the MOU or Preliminary Development Plan will require approval of the City Council.

PLANNING COMMISSION PROPOSED FINDINGS OF FACT

Under Section 470.020 of the Unified Development Code, the Planning and Zoning Commission and City Council is directed concerning its actions in dealing with a rezoning request. Under 470.020 (G) (1) the Planning and Zoning Commission and City Council is directed to make findings of fact taking into consideration the following:

1. **the character of the surrounding neighborhood, including the existing uses and zoning classification of properties near the subject property;** The character of the surrounding neighborhood consists of a mixture of developed and undeveloped land, including single family residential homes. Maintenance provided homes are to the west, under the same ownership as the subject property.

2. **the physical character of the area in which the property is located;** the physical character of the area in which the property is located is mostly undeveloped land to the east. Single family homes exist to the north of the subject property, in the Cumberland Hills and Heritage Hills subdivisions, and Ramblewood Subdivision is located to the south of the property as well.
3. **consistency with the goals and objectives of the Growth Management Plan and other plans, codes and ordinances of the City of Raymore;** The Growth Management Plan identifies this property as appropriate for low density residential development, rather than planned unit development.
4. **suitability of the subject property for the uses permitted under the existing and proposed zoning districts;** The Growth Management Plan identifies this property as appropriate for low density residential development. The rezoning allows for both single family attached and single family detached housing.
5. **the trend of development near the subject property, including changes that have taken place in the area since the subject property was placed in its current zoning district;** The trend of development near the subject property has been slow in recent years. The surrounding property to the east has remained agriculture for a number of years. The rezoning of Heritage Hills called out the eventual development of this area as well for residential development.
6. **the extent to which the zoning amendment may detrimentally affect nearby property;** the proposed zoning map amendment would not detrimentally affect the surrounding properties. Adequate screening and landscaping will be provided to protect properties to the south from visual and physical obstruction.
7. **whether public facilities (infrastructure) and services will be adequate to serve development allowed by the requested zoning map amendment;** infrastructure exists at the site and are adequate to serve the proposed development.
8. **the suitability of the property for the uses to which it has been restricted under the existing zoning regulations;** under the existing zoning classification, the subject property is restricted to R-1 single family residential development only.
9. **the length of time (if any) the property has remained vacant as zoned;** the property has remained vacant since it was incorporated into the City.
10. **whether the proposed zoning map amendment is in the public interest and is not solely in the interests of the applicant; and the proposed zoning map amendment is in the public interest.**

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

there will be no gain to the public health, safety and welfare of the community as a result of the denial of the application.

REVIEW OF INFORMATION AND SCHEDULE

<u>Action</u>	<u>Planning Commission</u>	<u>City Council 1st</u>	<u>City Council 2nd</u>
Public Hearing	August 4, 2020	September 14, 2020	September 28, 2020

STAFF RECOMMENDATION

The proposed rezoning request respects the existing zoning and land use of surrounding developed properties. The applicant proposes single-family detached homes on the periphery of the property with the attached single-family units in the middle of the development. The property would allow for an extension of a very successful, well-developed residential community.

City Staff recommends the Planning and Zoning Commission accept the staff proposed findings of fact and forward Case #20009, rezoning of 23.8 acres to the east of Heritage Hills, from "R-1" Single Family Residential District to "PUD" Planned Unit Development District to City Council with a recommendation of approval.

PLANNING AND ZONING COMMISSION RECOMMENDATION

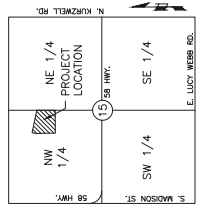
The Planning and Zoning Commission, at its August 4, 2020 meeting, voted 8-0 to accept the staff proposed findings of fact and forward Case #20009, rezoning of 23.8 acres to the east of Heritage Hills, from "R-1" Single Family Residential District to "PUD" Planned Unit Development District to City Council with a recommendation of approval.

OAK RIDGE FARMS P.U.D.

GENERAL PROVISIONS:
 NET AREA: 23.8 ACRES
 DENSITY SHALL NOT EXCEED 3.82 DWELLING UNITS PER ACRE OR A
 BUILDING COVERAGE SHALL NOT EXCEED 3.15 ACRES OF THE NET AREA
 OF THE PLANNED UNIT DEVELOPMENT BY INDIVIDUAL PARCEL OR TOTAL
 DEVELOPMENT.
 20% OF THE DEVELOPMENT PLAN SHALL BE PROVIDED
 FOR COMMON OPEN SPACE
 SANITARY, SEWER, AND WATER LINES SHALL BE EXTENDED AS
 NECESSARY TO SERVE THE DEVELOPMENT.

LOT NUMBER	FAMILY	REAR SETBACK (FT.)	LEFT SIDE SETBACK (FT.)	RIGHT SIDE SETBACK (FT.)	FRONT SETBACK (FT.)	AREA (SQ. FT.)	AREA (AC.)
1	30	30	7.50	7.50	7.50	7,500	0.17
2	30	30	7.50	7.50	7.50	7,500	0.17
3	30	30	7.50	7.50	7.50	7,500	0.17
4	30	30	7.50	7.50	7.50	7,500	0.17
5	30	30	7.50	7.50	7.50	7,500	0.17
6	30	30	7.50	7.50	7.50	7,500	0.17
7	30	30	7.50	7.50	7.50	7,500	0.17
8	30	30	7.50	7.50	7.50	7,500	0.17
9	30	30	7.50	7.50	7.50	7,500	0.17
10	30	30	7.50	7.50	7.50	7,500	0.17
11	30	30	7.50	7.50	7.50	7,500	0.17
12	30	30	7.50	7.50	7.50	7,500	0.17
13	30	30	6.25	6.25	6.25	6,250	0.14
14	30	30	6.25	6.25	6.25	6,250	0.14
15	30	30	6.25	6.25	6.25	6,250	0.14
16	30	30	6.25	6.25	6.25	6,250	0.14
17	30	N/A	6.25	6.25	6.25	6,250	0.14
18	30	N/A	6.25	6.25	6.25	6,250	0.14
19	30	N/A	6.25	6.25	6.25	6,250	0.14
20	30	30	6.25	6.25	6.25	6,250	0.14
21	30	30	6.25	6.25	6.25	6,250	0.14
22	30	30	6.25	6.25	6.25	6,250	0.14
23	30	30	6.25	6.25	6.25	6,250	0.14
24	30	30	6.25	6.25	6.25	6,250	0.14
25	30	30	6.25	6.25	6.25	6,250	0.14
26	30	N/A	6.25	6.25	6.25	6,250	0.14
27	30	30	6.25	6.25	6.25	6,250	0.14
28	30	30	6.25	6.25	6.25	6,250	0.14
29	30	30	6.25	6.25	6.25	6,250	0.14
30	30	30	6.25	6.25	6.25	6,250	0.14
31	30	N/A	6.25	6.25	6.25	6,250	0.14
32	30	N/A	6.25	6.25	6.25	6,250	0.14
33	30	30	6.25	6.25	6.25	6,250	0.14
34	30	30	6.25	6.25	6.25	6,250	0.14
35	30	N/A	6.25	6.25	6.25	6,250	0.14
36	30	N/A	6.25	6.25	6.25	6,250	0.14
37	30	30	6.25	6.25	6.25	6,250	0.14
38	30	30	7.50	7.50	7.50	7,500	0.17
39	30	30	7.50	7.50	7.50	7,500	0.17
40	30	30	7.50	7.50	7.50	7,500	0.17
41	30	30	7.50	7.50	7.50	7,500	0.17
42	30	30	7.50	7.50	7.50	7,500	0.17
43	30	30	7.50	7.50	7.50	7,500	0.17
44	30	30	7.50	7.50	7.50	7,500	0.17
45	30	30	6.25	6.25	6.25	6,250	0.14
46	30	30	6.25	6.25	6.25	6,250	0.14
47	30	30	6.25	6.25	6.25	6,250	0.14
48	30	30	6.25	6.25	6.25	6,250	0.14
49	30	30	6.25	6.25	6.25	6,250	0.14
50	30	30	6.25	6.25	6.25	6,250	0.14
51	30	30	6.25	6.25	6.25	6,250	0.14
52	30	30	6.25	6.25	6.25	6,250	0.14
53	30	30	6.25	6.25	6.25	6,250	0.14
54	30	30	7.50	7.50	7.50	7,500	0.17
55	30	30	7.50	7.50	7.50	7,500	0.17
56	30	30	7.50	7.50	7.50	7,500	0.17
57	30	N/A	7.50	7.50	7.50	7,500	0.17

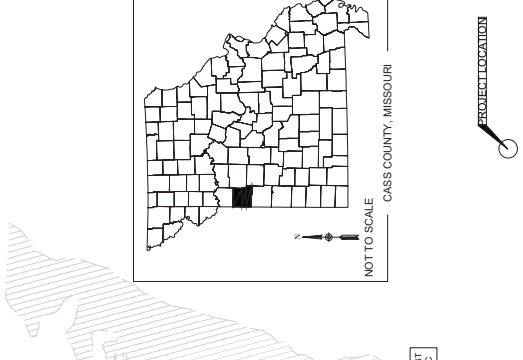
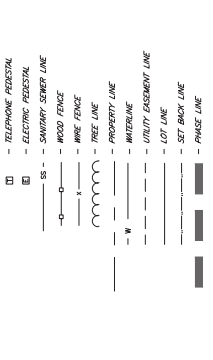
OCCUPANCY	# OF UNITS
SINGLE FAMILY UNITS	23
TWO-FAMILY UNITS	34



LEGAL DESCRIPTION:
 A portion of the North half of the Northwest Quarter of Section 15, Township 46 North, Range 32 West, City of Raymore, Cass County, Missouri, described as follows:
 Commencing at the Northwest corner of said Section 15; thence South 0 degrees 46 minutes 50 seconds West along the West line of Section 15 for 188.50 feet; thence South 88 degrees 55 minutes 55 seconds East along the North line of Heritage Plaza - Lot 10, a subdivision of record, for 320.00 feet to the Northeast corner of said Lot 10; thence South 89 degrees 55 minutes 55 seconds East along the North line of Heritage Plaza - Lot 10, a subdivision of record, for 320.00 feet to the Northeast corner of said Lot 10; thence South 89 degrees 55 minutes 55 seconds East for 12.20 feet to the West line of Heritage Hills - Lots 158 thru 157; thence South 89 degrees 55 minutes 55 seconds East for 240.00 feet; thence South 89 degrees 55 minutes 05 seconds East for 12.20 feet to the West line of Heritage Hills - Lots 158 thru 157; thence South 89 degrees 55 minutes 05 seconds East along the South line of said Heritage Hills - Lots 158 thru 157 for 240.00 feet to the Southeast corner of said Heritage Hills - Lots 158 thru 157; thence South 0 degrees 46 minutes 50 seconds East along the said South line and the South line of HERITAGE HILLS SOUTH COMMON AREA TRACT A for 188.50 feet to the East line of the common Survey 15; thence South 0 degrees 46 minutes 50 seconds West for 188.50 feet to the Southwest corner of HERITAGE HILLS - LOTS 158 THRU 175; thence North 0 degrees 04 minutes 05 seconds East along the West line of HERITAGE HILLS - LOTS 158 THRU 175; thence North 0 degrees 04 minutes 05 seconds East along the West line of HERITAGE HILLS - LOTS 158 THRU 175 AND HERITAGE HILLS - LOTS 136 THRU 135 for 892.34 feet to the point of beginning, EXCEPT those parts plat as HERITAGE HILLS - LOTS 158 THRU 157 AND HERITAGE HILLS - LOTS 168 THRU 175. SAID PARCEL CONTAINS 223.8 ACRES.

- LEGEND**
- BENCHMARK
 - MONUMENT FOUND AS NOTED
 - SET MONUMENT AS NOTED
 - FOUND 1.2" IRON BAR AT CORNER UNLESS OTHERWISE NOTED
 - SET 1.2" IRON BAR AT CORNER N, S, E, W
 - (P) - PLATTED DISTANCE
 - (M) - MEASURED DISTANCE
 - (R) - RECORD DISTANCE
 - ⊙ GAS METER
 - ⊙ GAS VALVE
 - ⊙ C.V. - WATER METER
 - ⊙ W.V. - WATER VALVE
 - ⊙ FIRE ALARM
 - ⊙ TELEPHONE POLE
 - ⊙ ELECTRIC POLE
 - ⊙ SANITARY SEWER LINE
 - ⊙ IRON FENCE
 - ⊙ WIRE FENCE
 - ⊙ TREE LINE
 - ⊙ PROPERTY LINE
 - ⊙ INTERLINE
 - ⊙ UTILITY GASMAIN LINE
 - ⊙ LOT LINE
 - ⊙ SET BACK LINE
 - ⊙ PHASE LINE

DEVELOPER:
 CT MIDLAND, LLC
 3303 MAIN STREET
 GRANDVIEW, MO 64030





***Memorandum of Understanding
for***

Oak Ridge Farms Subdivision

Legal Description Contained on Pages 2-3

Between CT Midland, LLC, Grantor,

and

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

September 28, 2020

MEMORANDUM OF UNDERSTANDING

The Venue of The Good Ranch

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) FOR THE DEVELOPMENT OF THE OAK RIDGE FARMS SUBDIVISION is made and entered into this **28th** day of **September, 2020**, by and between CT Midland, LLC (“Sub-Divider”) also being referred to herein as “Grantors”; and the City of Raymore, Missouri, a Municipal Corporation and Charter City under the laws of the State of Missouri (“City”).

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

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

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

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

GEOGRAPHIC LOCATION:

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

A portion of the North Half of the Northwest Quarter of Section 15, Township 46 North, Range 32 West, City of Raymore, Cass County, Missouri, described as follows:

Commencing at the Northwest corner of said Section 15; thence South 0 degrees 45 minutes 50 seconds West along the West line of Section 15 for 136.50 feet; thence South 89 degrees 55 minutes 55 seconds East along the North line of HERITAGE PLAZA - LOT 10, a subdivision of record, for 320.00 feet to the Northeast corner of said Lot 10; thence South 89 degrees 55 minutes 55 seconds East along the North line of Heritage Plaza - Lot 10, a subdivision of record, for 320.00 feet to the Northeast corner of said Lot 10; thence continue S 89°55'55" E along the South line of HERITAGE HILLS; thence South 0 degrees 04 minutes 05 seconds West for 240.00 feet; thence South 89 degrees 55 minutes 55

*Oak Ridge Farms
Memorandum of Understanding*

seconds East for 172.20 feet to the West line of HERITAGE HILLS - LOTS 136 THRU 157, a subdivision of record, for the point of beginning; thence North 0 degrees 04 minutes 05 seconds East along said West line for 240.00 feet; thence South 89 degrees 55 minutes 55 seconds East along the South line of said HERITAGE HILLS for 215.00 feet; thence South 77 degrees 40 minutes 00 seconds East along the said South line and the South line of CUMBERLAND HILLS SOUTH SECOND PLAT, a subdivision of record for 1596.97 feet to the East line of the Northwest Quarter, Section 15; thence South 0 degrees 28 minutes 33 seconds West along said East line for 856.99 feet to the Southeast Corner, Northeast Quarter, Northwest Quarter, Section 15; thence North 89 degrees 51 minutes 49 seconds West along the South line of the North Half of the Northwest Quarter for 1768.37 feet to the Southwest corner of HERITAGE HILLS - LOTS 158 THRU 175; thence North 0 degrees 04 minutes 05 seconds East along the West line of HERITAGE HILLS - LOTS 158 THRU 175 AND HERITAGE HILLS - LOTS 136 THRU 157 for 952.34 feet to the point of beginning, EXCEPT those parts platted as HERITAGE HILLS - LOTS 136 THRU 157 AND HERITAGE HILLS - LOTS 158 THRU 175 and EXCEPT that part in PINE STREET.

PRELIMINARY DEVELOPMENT PLAN

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

2. Zoning and Land Use

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

- b. Land Use

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

2. Two-Family Dwellings, as defined by Section 485.010 of the Unified Development Code shall be permitted on Lots 12-25, 27-37, and 45-53.

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

3. Bulk and Dimensional Standards Table:

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

Minimum Lot Area	6,480 sq. ft.
Minimum Lot Width	48 ft.
Minimum Lot Depth	105 ft.
Minimum Front Yard	30 ft.
Minimum Rear Yard	30 ft.
Minimum Side Yard	6.25 ft.
Minimum Side Yard Corner Lot	25 ft.
Maximum Building Coverage	45%
Maximum Building Height	35 ft.

4. Landscaping & Screening

- a. A landscape buffer within Common Area Tract A, located south of Lot 38 and southwest of the stormwater detention pond, shall be provided prior to the issuance of a Certificate of Occupancy for a home on Lot 38.
- b. One yard tree shall be provided in the front yard for each dwelling unit. Corner lots shall be provided with one tree in each front yard.
- c. All required landscaping shall comply with Chapter 430 of the Unified Development Code. No details as to plant location, type or size is required as part of the Preliminary Development Plan.
- d. All required landscaping shall be installed prior to the issuance of any Certificate of Occupancy for the applicable building.

5. Parking

Off-street Parking shall be provided for each building as follows:

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

PHASING SCHEDULE

1. The Preliminary Development Plan is being approved with a defined phasing plan.
2. The Sub-Divider may amend the size of phases submitted for final plat approval.
3. The Sub-Divider may amend the order in which phases are proposed to be developed.

FINAL PLATS

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

TRANSPORTATION IMPROVEMENTS

1. Road Improvements

- a. Pine Street shall be extended to the east property line of the subject property as part of Phase 1.
- b. Connection to North Crest Drive in the Cumberland Hills Subdivision shall be completed with Phase 2.
- c. Connection to Franklin Street in the Ramblewood Subdivision shall be completed with Phase 3.
- d. Franklin Street between its connection in Ramblewood Subdivision north to Pine Street shall have a sixty foot (60') right-of-way and

shall be constructed to minor collector road standards..

- e. Pine Street shall have a sixty foot (60') right-of-way and shall be constructed to minor collector road standards.
- f. Franklin Street north of Pine Street, North Crest Drive, and Maplewood Lane shall be constructed to local road standards.
- g. Once the roadways are accepted by the City Council, the City will assume maintenance responsibilities of the roadways.
- h. Right-of-way shall be provided for the future construction of a cul-de-sac at the northern end of Crest Drive, north of the Falcon Crest Subdivision. The City shall ensure adequate screening between the properties on Falcon Crest Drive and the trail around the pond in Oak Ridge Farms remains after construction of the cul-de-sac. The City shall be responsible for installation of trees for screening if adequate screening is not present after construction of the cul-de-sac.

2. Pedestrian Improvements

- a. An eight foot (8') wide sidewalk shall be constructed across all lots on the south side of Pine Street.
- b. A five foot (5') wide sidewalk shall be constructed on all other lots.
- c. A five foot (5') wide sidewalk shall be constructed on Common Area Tract B prior to the issuance of a Certificate of Occupancy for Lot 54.
- d. Sidewalks on residential lots shall be constructed prior to the issuance of a Certificate of Occupancy for the home.

SANITARY SEWER IMPROVEMENTS

- 1. Sanitary sewer service shall be provided to each lot by the Sub-Divider.
- 2. All public improvements shall be installed in accordance with City standards. Before the installation of any sanitary sewer system improvements, the Sub-Divider shall have the engineering plans approved by the MoDNR and the City of Raymore.

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

WATER MAIN IMPROVEMENTS

1. The development is located within the territorial area of the City of Raymore.
2. All improvements to the water service system shall comply with the requirements of the City of Raymore and with the requirements of the South Metropolitan Fire Protection District.

STORMWATER IMPROVEMENTS

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

PARKLAND DEDICATION

1. Based upon 91 dwelling units, a total of 4.80 acres of park land is required to be dedicated.
2. The Sub-Divider is providing a public trail in Common Area Tract A with access off Pine Street and off Franklin Street. Credit is provided for the land area contained within a fifteen foot (15') easement that covers the trail and for the cost of construction of the trail.
3. The trail in Common Area Tract A shall be constructed prior to the issuance of any Certificates of Occupancy are issued for Lots 45 thru 53.
4. Sub-Divider verified that the cost of purchase of land was under \$10,000/acre. City Code states the greater of \$10,000/acre or the actual purchase price of the amount of land to be donated shall be paid as fee-in-lieu. The Parks and Recreation Board accepted the trail in Common Area Tract A to be applied towards the parkland dedication requirement. With credit given for the cost of the trail, estimated at \$92,965, no fee-in-lieu payment to the City is due.

OPEN SPACE AND AMENITIES

1. Common open space and subdivision amenities shall be provided in accordance with the approved Preliminary Development Plan. All privately owned open space, common area, or amenity shall be constructed and maintained by the Home Owner's Association.
2. The following amenities are provided on the Preliminary Development Plan:
 - a. Common Area Tracts
3. A minimum of 20% of the overall development shall be provided in the form of common open space.

SIGNAGE

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

FLOODPLAIN

1. No portion of any platted lot shall encroach into the Federal Emergency Management Agency (FEMA) floodplain or the 100-year flood elevation for areas not identified as special flood hazard areas. Common area tracts are allowed to encroach into the floodplain.
2. No land disturbance activities or removal of any trees shall occur within the floodplain area except for:
 - a. work to install the necessary outlet structures for the stormwater detention facilities; or
 - b. work to install any utilities to serve any of the developed lots.
 - c. the construction of a cul-de-sac at the northern terminus of Crest Drive in Common Area Tract A.

INSTALLATION AND MAINTENANCE OF PUBLIC IMPROVEMENTS

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

FEES, BONDS AND INSURANCE

1. The Sub-Divider agrees to pay to the City, a one percent (1%) Plan Review Fee and five percent (5%) Construction Inspection Fee based on the contract development costs of all public improvements as shown on approved engineering plans of said subdivision. The City Engineer shall review and determine the reasonableness of all costs, as presented.
2. The Sub-Divider agrees to pay the cost of providing streetlights in accordance with the approved street light plan. Once streetlights are accepted by the City as part of infrastructure acceptance the City will assume maintenance responsibility for the lights.
3. The Sub-Divider agrees to pay to the City, a \$9 per acre fee for the placement and maintenance of outdoor warning sirens.
4. Per Ordinance #20004, the license (excise) tax for building contractors will be charged at the time of building permits at the applicable rate at the time each building permit application is approved.

GENERAL PROVISIONS

1. The parties agree that execution of this agreement in no way constitutes a waiver of any requirements of applicable City ordinances with which Sub-Divider must comply and does not in any way constitute prior approval of any future proposal for development.
2. The covenants contained herein shall run with the land described in this agreement and shall be binding and inure to the benefit of the parties hereto and their successors or assigns and on any future and subsequent purchasers of the property.
3. This agreement shall constitute the complete agreement between the parties and any modification hereof shall be in writing, subject to the approval of the parties.
4. If, at any time, any part hereof has been breached by Sub-Divider, the City may withhold approval of any or all building permits, or suspend or revoke any issued permits, applied for in the development, until the breach or breaches has or have been cured to the satisfaction of the City.

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

If to the City, at:

City Manager
100 Municipal Circle
Raymore, MO 64083

If to CT Midland, LLC at:

CT Midland, LLC
Attn: Sean Seibert
3303 Main Street
Grandview, MO 64030

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

(SEAL)

THE CITY OF RAYMORE, MISSOURI

Jim Feuerborn, City Manager

Attest:

Jean Woerner, City Clerk

Sub-Divider – Signature

SEAN SIBERT

Printed Name

Sub-Divider – Signature

TRAVIS SIEBERT

Printed Name

Subscribed and sworn to me on this
the 4th day of Sept 2020
in the County of Jackson,
State of MO.

Stamp:



Notary Public Danielle G Holmes My Commission Expires: 1/24/22

Planning and Zoning Commission Meeting Minutes Excerpt August 4, 2020

7. New Business -

a. Case #20009 - Oak Ridge Farms - Rezoning (public hearing)

Shawn Duke, from Snyder and Associates, representing property owner Sean Siebert, presented the request to the Commission, highlighting the plan as an expansion of the successful Heritage Hills subdivision to the West. There will be a planned walking trail around the detention pond to the south.

Mayor Turnbow asked the size of the duplex with regard to square footage and bedrooms. Mr. Snyder did not have the elevations with him, but spoke to the fact that they were 60 foot wide duplexes and were in the 1200 to 1500 square foot range. There is a slightly larger layout that is 1300-1400. The home is a new starter home that is slightly smaller to reach the affordability level. Mayor Turnbow stated that the intent seems to be the same as what was described as part of the Master Plan for Heritage Hills.

Chairman Faulkner opened the public hearing at 7:11 p.m.

No public comments were made.

Chairman Faulkner closed the public hearing at 7:11 p.m.

City Planner Katie Jardieu provided the staff report.

Ms. Jardieu stated the request is to reclassify the zoning of 23.8 acres located to the east of Heritage Hills from the current "R-1" Single-Family Residential zoning to "PUD" Planned Unit Development zoning to allow for single and two family housing.

Ms. Jardieu entered into the record the notices mailed to adjoining property owners; the notice of publication in The Journal; the Unified Development Code; the application submitted; the Growth Management Plan; the staff report; the proposed development plan; and the comments submitted by residents.

Ms. Jardieu stated that this new development requires park land dedication or a potential fee-in-lieu payment. The developer is constructing and maintaining an 8 foot trail around the detention pond that exceeds the potential fee-in-lieu payment.

Commissioner Faulkner asked for clarification that the detention pond that the trail will go around is not currently built. Ms. Jardieu confirmed that the detention pond will be built as well.

Commissioner Urquilla asked how many additional residents would potentially be added to the city and if there is a traffic impact, specifically on Highway 58. Ms. Jardieu stated that using the park land dedication calculation of approximately 2.8 occupants per unit, it would be roughly 110 additional residents. In terms of traffic, the subdivisions will have 2 entrances/exits and that there were no current plans to make accommodations to Highway 58.

Motion by Mayor Turnbow, Seconded by Commissioner Urquilla, to accept the staff proposed findings of fact and forward Case #20009: Oak Ridge Farms Rezoning to the City Council with a recommendation of approval.

Vote on Motion:

Chairman Faulkner	Aye
Commissioner Wiggins	Absent
Commissioner Bowie	Aye
Commissioner Acklin	Aye
Commissioner Fizer	Aye
Commissioner Petermann	Aye
Commissioner Urquilla	Aye
Commissioner Mansur	Aye
Mayor Turnbow	Aye

Motion passed 8-0-0.



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: September 14, 2020

SUBMITTED BY: Elisa Williams

DEPARTMENT: Finance

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

TITLE / ISSUE / REQUEST

Bill 3568 Award of Contract - Auditor

STRATEGIC PLAN GOAL/STRATEGY

4.3.3: Demonstrate our dedication to ethical behavior and transparency

FINANCIAL IMPACT

Award To:	Dana F. Cole & Company
Amount of Request/Contract:	
Amount Budgeted:	
Funding Source/Account#:	General Fund (01)

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
October 1, 2020	September 30, 2023

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

Engagement Letter
Bid forms

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

The Government Finance Officers Association (GFOA) recommends state and local governmental entities obtain independent audits of their financial statements.

The contract for these services is for a maximum three-year period and staff issued a Request for Qualifications. Two firms responded to the current Request for Qualifications for Audit Services:

- Dana F. Cole & Company LLP
- Cochran Head Vick & CO., P.C.

Staff determined that Dana F. Cole and Company was the most qualified.

The proposed fee structure is \$30,000 for the first year and increasing \$1,000 each subsequent year. This is an increase of \$2,000 from the 2017 contract price. The scope of the audit has changed since the 2017 contract to include the implementation of GASB Statement No. 68, Accounting and Financial Reporting for Pensions. This requires additional time and expertise in the preparation of our Combined Annual Financial Report by our auditors.

BILL 3568

ORDINANCE

“AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, APPROVING AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH DANA F. COLE & COMPANY, LLP TO SERVE AS THE INDEPENDENT AUDITOR FOR THE CITY FOR A THREE-YEAR PERIOD.”

WHEREAS, the City Council has determined it advisable to utilize the services of an independent auditor to the City; and

WHEREAS, in accordance with the City of Raymore Purchasing Policy the city staff issued RFQ 20-006 to firms to serve as independent auditor; and

WHEREAS, Dana F. Cole & Company, LLP is recommended by staff to be the best firm to provide this service.

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

Section 1. The City Manager is hereby directed to enter into an agreement with Dana F. Cole & Company, LLP to provide services as the auditor for the City in accordance with their submitted proposal and all of the terms and conditions of the agreement hereto attached.

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 14 TH DAY OF SEPTEMBER, 2020.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 28TH DAY OF SEPTEMBER, 2020, BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Barber
Councilmember Berendzen
Councilmember Burke III
Councilmember Circo
Councilmember Holman
Councilmember Jacobson
Councilmember Townsend

ATTEST:

APPROVE:

Jean Woerner, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature



**DANA F. COLE
& COMPANY^{LLP}**
CERTIFIED PUBLIC ACCOUNTANTS

55 CORPORATE WOODS
9300 WEST 110TH STREET, SUITE 145
OVERLAND PARK, KANSAS 66210
T: 913.341.8200 F: 913.341.5158

DANACOLE.COM

August 14, 2020

To the City Council
City of Raymore, Missouri
100 Municipal Circle
Raymore, MO 64083

We are pleased to confirm our understanding of the services we are to provide the City of Raymore, Missouri, for the years ended October 31, 2020, 2021, and 2022. We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of the City of Raymore, Missouri, as of and for the years ended October 31, 2020, 2021, and 2022. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City of Raymore, Missouri's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City of Raymore, Missouri's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures but will not be audited:

1. Management's Discussion and Analysis.
2. Budgetary Comparison Schedules - General Fund and Major Special Revenue Funds.
3. Schedule of Employer's Contributions.
4. Schedule of Changes in Net Pension Liability.

We have also been engaged to report on supplementary information other than RSI that accompanies the City of Raymore, Missouri's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the

City of Raymore, Missouri
August 14, 2020
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underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the basic financial statements as a whole, in a report combined with our auditors' report on the financial statements:

1. Nonmajor Governmental Funds – Combined Balance Sheet.
2. Nonmajor Governmental Funds – Combined Statement of Revenues, Expenditures, and Changes in Fund Balances.
3. Budgetary Comparison Schedules – Governmental Funds not included in RSI.

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditors' report will not provide an opinion or any assurance on this other information:

1. Introductory Section and Transmittal Letter.
2. Statistical Section.
3. Schedule of Changes in Fiduciary Funds.

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of the City of Raymore, Missouri, and other procedures we consider necessary to enable us to express such opinions.

We will issue a written report upon completion of our audit of the City of Raymore, Missouri's financial statements. Our report will be addressed to the Members of the City Council of the City of Raymore, Missouri. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements are other than unmodified, we will discuss the reasons with you in advance. If circumstances occur related to the condition of your records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements caused by error, fraudulent financial reporting, or

City of Raymore, Missouri
August 14, 2020
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misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming an opinion on the financial statements, we retain the right to take any course of action permitted by professional standards, including declining to express an opinion or issue a report, or withdrawing from the engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that the City of Raymore, Missouri is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements

City of Raymore, Missouri
August 14, 2020
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or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, if applicable, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We may request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City of Raymore, Missouri's compliance with the provisions

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of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Other Services

We will also assist in preparing the financial statements and related notes of the City of Raymore, Missouri, in conformity with U.S. generally accepted accounting principles based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for designing, implementing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

City of Raymore, Missouri
August 14, 2020
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You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with the provisions of laws, regulations, contracts or grant agreements, or abuse that we report.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

With regard to using the auditors' report, you understand that you must obtain our prior written consent to reproduce or use our report in bond offering official statements or other documents.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a

City of Raymore, Missouri
August 14, 2020
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means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash and other confirmations we request and will locate any documents selected by us for testing. We will schedule the engagement based in part on deadlines, working conditions, and the availability of your key personnel. We will plan the engagement based on the assumption that your personnel will cooperate and provide assistance by performing tasks such as preparing requested schedules, retrieving supporting documents, and preparing confirmations. If for whatever reason your personnel are unavailable to provide the necessary assistance in a timely manner, it may substantially increase the work we have to do to complete the engagement within the established deadlines, resulting in an increase in fees over our original fee estimate.

We will provide copies of our reports to the City; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Dana F. Cole & Company, LLP, and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the Missouri State Auditor's Office or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Dana F. Cole & Company, LLP's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

City of Raymore, Missouri
August 14, 2020
Page eight

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the Missouri State Auditor's Office. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Kim K. Pearson is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. To ensure that Dana F. Cole & Company, LLP's independence is not impaired under the AICPA *Code of Professional Conduct*, you agree to inform the engagement partner before entering into any substantive employment discussions with any of our personnel. Our audit engagement ends on delivery of our audit report.

Our fee for these services will be at our standard hourly rates for the individuals involved. We estimate that our fees for these services will not exceed \$30,000 for 2020, \$31,000 for 2021, and \$32,000 for 2022. The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Bills will be rendered as the work progresses with payment to be made upon presentation. Interest will be charged at the rate of 1% per month on balances in excess of 60 days. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

You may request that we perform additional services not addressed in this engagement letter. If this occurs, we will communicate with you regarding the scope of the additional services and the estimated fees. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

We would expect to continue to perform our services under the arrangements discussed above from year to year unless for some reason you or we find that some change is necessary.

You have requested that we provide you with a copy of our most recent external peer review report and any subsequent reports received during the contract period. Accordingly, our 2017 peer review report accompanies this letter.

City of Raymore, Missouri
August 14, 2020
Page nine

We appreciate the opportunity to be of service to the City of Raymore, Missouri, and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the original and return it to us. The copy enclosed is for your records.

Yours truly,



KIM K. PEARSON
For the Firm

e-mail: kpearson@danacole.com

KKP:jlb

Enclosures

RESPONSE:

This letter correctly sets forth the understanding of the City of Raymore, Missouri.

By: _____

Title: _____



Fowler, Holley, Rambo & Stalvey, P.C.
CERTIFIED PUBLIC ACCOUNTANTS
BUSINESS CONSULTANTS

Curtis G. Fowler, CPA, PFS, CFP® • Carlton W. Holley, CPA • C. Wayne Rambo, CPA, CVA • Richard A. Stalvey, CPA

3208 Wildwood Plantation Drive • Post Office Box 1887 • Valdosta, GA 31603-1887 • (229) 244-1559 • (800) 360-3123 • Fax (229) 245-7369

Report on the Firm's System of Quality Control

August 16, 2017

To the Partners of
Dana F. Cole & Company, LLP
and the Peer Review Committee of the Nevada Society of CPA's

We have reviewed the system of quality control for the accounting and auditing practice of Dana F. Cole & Company, LLP (the firm) in effect for the year ended February 28, 2017. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary (<http://www.aicpa.org/prsummary>). The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act, audits of employee benefit plans and an examination of a service organization (SOC 2 engagement).

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

SERVING VALDOSTA AND SOUTH GEORGIA SINCE 1956

James E. Folsom, CPA • Robert D. Elliott, CPA • Joanna J. Tanner, CPA • Amanda C. Ward, CPA • Kelly L. Davis, CPA
Robert C. Wynens, CPA • Nicholas C. Prostko, CPA

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Fowler, Holley, Rambo & Stalvey, P.C.

To the Partners of
Dana F. Cole & Company, LLP
and the Peer Review Committee of the Nevada Society of CPA's
August 16, 2017
Page Two

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Dana F. Cole & Company, LLP in effect for the year ended February 28, 2017, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Dana F. Cole & Company, LLP has received a peer review rating of *pass*.

~~Fowler, Holley, Rambo + Stalvey, P.C.~~
Fowler, Holley, Rambo & Stalvey, P.C.



September 28, 2017

Kent Klute
Dana F. Cole & Company, LLP
1248 O Street Ste 500
LINCOLN, NE 68508

Dear Kent Klute:

It is my pleasure to notify you that on September 27, 2017, the Nevada Peer Review Committee accepted the report on the most recent System Review of your firm. The due date for your next review is August 31, 2020. This is the date by which all review documents should be completed and submitted to the administering entity.

As you know, the report had a peer review rating of pass. The Committee asked me to convey its congratulations to the firm.

Thank you for your cooperation and support of the profession's practice-monitoring programs.

Sincerely,

Peer Review Committee

Peer Review Committee
Nevada Society of CPAs
karnold@nevadacpa.org 775-826-6800
Nevada Society of CPAs

CC: Richard Stalvey, Ryan Bruns

Firm Number: 900010013136

Review Number: 537394

**QUALIFICATION FORM A
RFQu 20-006**

PROPOSAL VALIDITY AND COMMITMENT TO SIGN AGREEMENTS

I (authorized agent) Kim K. Pearson having authority to act on behalf of (Company name) Dana F. Cole & Company, LLP do hereby acknowledge that (Company name) Dana F. Cole & Company, LLP will be bound by all terms, costs, and conditions of this proposal for a period 90 days from the date of submission; and commit to sign the Agreements.

FIRM NAME: Dana F. Cole & Company, LLP

ADDRESS: 55 Corporate Woods, 9300 W. 110th Street, Suite 145

Street

ADDRESS: Overland Park KS 66210

City

State

Zip

PHONE: 913.341.8200

E-MAIL: kpearson@danacole.com

DATE: 7-14-20 
(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**

**QUALIFICATION FORM B
RFQu 20-006**

DISCLOSURES

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

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

Legal Matters

- 1. Claims, Judgments, Lawsuits: Are there or have there been any claims, judgments, lawsuits or alternative dispute proceedings involving the Firm 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 RFQu, 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 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 Consultant is responsible.
- 5. The Firm represents that it has no conflicts of interests 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 were 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.

QUALIFICATION FORM C
 RFQu 20-006

EXPERIENCE / REFERENCES

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
- Telephone Number
- Project Name, Amount and Date completed

*Please list any Municipalities that you have done work for in the past 48 months.

COMPANY NAME	City of Clinton, Missouri
ADDRESS	105 East Ohio Street
	Clinton, MO 64735
CONTACT PERSON	Christy Maggi, City Administrator
PHONE NUMBER	660.885.6121
EMAIL	cmaggi@cityofclintonmo.com

COMPANY NAME	City of Camdenton, Missouri
ADDRESS	437 West US Highway 54
	Camdenton, MO 65052
CONTACT PERSON	Renee Kingston, City Clerk
PHONE NUMBER	573.346.3600
EMAIL	reneek@camdentoncity.com

EXHIBIT A

COMPANY NAME	City of Odessa, Missouri
ADDRESS	125 South Second Street
	Odessa, MO 64076
CONTACT PERSON	Sid Rustman, Finance Director
PHONE NUMBER	816.230.5577
EMAIL	sid.rustman@cityofodessamo.com

COMPANY NAME	City of Peculiar, Missouri
ADDRESS	250 South Main Street
	Peculiar, MO 64078
CONTACT PERSON	Cyndora Gauthreaux, Deputy City Clerk
PHONE NUMBER	816.779.5212
EMAIL	cgauthreaux@cityofpeculiar.com

COMPANY NAME	City of Lincoln, Missouri
ADDRESS	122 East Main Street
	Lincoln, MO 65338
CONTACT PERSON	Ruth Eckhoff, City Clerk
PHONE NUMBER	660.547.2718
EMAIL	lincolncityclerk@gmail.com

State the number of Years in Business: 105

State the current number of personnel on staff: 200

AFFIDAVIT

(as required by Section 285.530, Revised Statutes of Missouri)

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 Kim K. Pearson, who, being duly sworn, states on his oath or affirmation as follows:

Name/Consultant:
Kim K. Pearson

Company:
Dana F. Cole & Company, LLP

Address:
55 Corporate Woods, 9300 West 110th Street, Suite 145, Overland Park KS 66210

- 1 I am of sound mind and capable of making this Affidavit, and am personally acquainted with the facts stated herein.
- 2 Consultant 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 #20-006
- 3 Consultant 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 Consultant’s enrollment and

EXHIBIT A

participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

(Company Name)



Signature

Name: Kim K. Pearson

Title: Partner

Subscribed and sworn to before me this 14th day of July, 2020.

STATE OF Nebraska COUNTY OF Kearney

Notary Public: Mary Patricia Miller

My Commission Expires: 1-24-2024



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



Company ID Number: 316938

**THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION
MEMORANDUM OF UNDERSTANDING**

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS) and **Dana F. Cole & Company, LLP** (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), and the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).



Company ID Number: 316938

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

Employer Dana F. Cole & Company, LLP

Thomas Obrist

Name (Please Type or Print)

Title

Electronically Signed

Signature

04/05/2010

Date

Department of Homeland Security – Verification Division

USCIS Verification Division

Name (Please Type or Print)

Title

Electronically Signed

Signature

04/05/2010

Date

EXHIBIT A

QUOTE FORM D RFQu 20-006

Cost of Services for the City of Raymore

First Year: 30,000

Second Year: 31,000

Third Year: 32,000

Cost of Services for each of the Incentive Districts

First Year: 3,250

Second Year: 3,500

Third Year: 3,750

BID

OF: Dana F. Cole & Company, LLP
(Firm Name)

DATE: 7-14-20

Please submit 'Quote Form D' in a separate sealed envelope labeled:

Form D - Quote
RFQu: 20-006
Auditing Services
Firm Name



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: Sept. 14, 2020

SUBMITTED BY: Elisa Williams

DEPARTMENT: Finance

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

TITLE / ISSUE / REQUEST

Bill 3569 Award of Contract - Financial Advisor

STRATEGIC PLAN GOAL/STRATEGY

4.3.3: Demonstrate our dedication to ethical behavior and transparency

FINANCIAL IMPACT

Award To: Piper Sandler & Company
Amount of Request/Contract:
Amount Budgeted:
Funding Source/Account#: General Fund (01)

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
October 1, 2020	September 30, 2023

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

Contract

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

The City of Raymore issued a Request for Qualification for a financial advisor. Three firms responded to the current RFQ for Financial Advisory Services:

- Piper Sandler & Company
- Columbia Capital Municipal Advisors
- Raymond James Public Finance

Staff recommends Piper Sandler & Company to serve as the Financial Advisor for the City as outlined in the attached contract. There is no change in the contracted fee structure.

BILL 3569

ORDINANCE

“AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, APPROVING AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH PIPER SANDLER & COMPANY TO SERVE AS THE INDEPENDENT FINANCIAL ADVISOR TO THE CITY FOR A THREE-YEAR PERIOD.”

WHEREAS, the City Council has determined it advisable to utilize the services of an independent financial advisor to the City; and

WHEREAS, in accordance with the City of Raymore Purchasing Policy, City staff issued RFQu 20-004 to firms to serve as independent financial advisor; and

WHEREAS, Piper Sandler & Company is recommended by staff to be the best consultant to provide this service.

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

Section 1. The City Manager is hereby directed to enter into an agreement with Piper Sandler & Company to serve as an independent financial advisor to the City in accordance with their submitted proposal and all of the terms and conditions of the agreement.

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 SEPTEMBER, 2020.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 28TH DAY OF SEPTEMBER, 2020, BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Barber
Councilmember Berendzen
Councilmember Burke III
Councilmember Circo
Councilmember Holman
Councilmember Jacobson
Councilmember Townsend

ATTEST:

APPROVE:

Jean Woerner, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature

FINANCIAL SERVICES AGREEMENT

This Financial Services Agreement, (the Agreement) is entered into on _____, 2020 by and between City of Raymore, Missouri (the Client) and Piper Sandler & Co. (Piper Sandler or the Financial Services Provider). This Agreement will serve as our mutual agreement with respect to the terms and conditions of our engagement as your financial services provider, effective on the date this Agreement is executed (the Effective Date).

I. Scope of Services.

- (A) **Services to be provided.** Piper Sandler is engaged by the Client to provide services with respect to the planned issuance of the Client's bonds to be issued from time to time during the term of this Agreement (the Issue(s)).
- (B) **Scope of Services.** The Scope of Services to be provided respecting the Issue(s) may consist of the following, if directed by the Client:
1. Evaluate options or alternatives with respect to the proposed new Issue(s),
 2. Consult with and/or advise the Client on actual or potential changes in market place practices, market conditions or other matters that may have an impact on the Issues or Products.
 3. Assist the Client in establishing a plan of financing
 4. Assist the Client in establishing the structure, timing, terms and other similar matters concerning the Issue
 5. Prepare the financing schedule
 6. Provide assistance as to scheduling, coordinating and meeting procedural requirements relating to any required bond referendum
 7. Consult and meet with representatives of the Client and its agents or consultants with respect to the Issue
 8. Attend meetings of the Client's governing body, as requested
 9. Advise the Client on the manner of sale of the Issue
 10. In a competitive bid sale, prepare the bid package, obtain CUSIP numbers, assist the Client in collecting and analyzing bids submitted by underwriters and in connection with the Client's selection of a winning bidder
 11. At the time of sale, provide the Client with relevant data on comparable issues recently or currently being sold nationally and by comparable Clients
 12. In a negotiated sale, coordinate pre-pricing discussions, supervise the sale process, advise the Client on matters relating to retail or other order periods and syndicate priorities, review the order book, and if directed by the Client, advise on the acceptability of the underwriter's pricing and offer to purchase
 13. Assist the Client in identifying an underwriter in a negotiated sale or other deal participants such as an escrow agent, accountant, feasibility consultant, etc. to work on the Issue
 14. Respond to questions from underwriters
 15. Arrange and facilitate visits to, prepare materials for, and make recommendations to the Client in connection with credit ratings agencies, insurers and other credit or liquidity providers
 16. Coordinate working group sessions, closing, delivery of the new Issue and transfer of funds
 17. Prepare a closing memorandum or transaction summary

For Services Respecting Official Statement. Piper Sandler has not assumed responsibility for preparing or certifying as to the accuracy or completeness of any preliminary or final official statement,

other than with respect to written information about Piper Sandler as the municipal advisor if provided by Piper Sandler in writing for inclusion in such documents.

II. Limitations on Scope of Services. In order to clarify the extent of our relationship, Piper Sandler is required under MSRB Rule G-42¹ to describe any limitations on the scope of the activities to be performed for you. Accordingly, the Scope of Services are subject to the following limitations:

The Scope of Services is limited solely to the services described herein and is subject to limitations set forth within the descriptions of the Scope of Services. Any duties created by this Agreement do not extend beyond the Scope of Services or to any other contract, agreement, relationship, or understanding, if any, of any nature between the Client and the Financial Services Provider.

Unless explicitly directed by you in writing, the Scope of Services does not include evaluating advice or recommendations received by you from third parties.

The Scope of Services does not include tax, legal, accounting or engineering advice with respect to any Issue or Product or in connection with any opinion or certificate rendered by counsel or any other person at closing and does not include review or advice on any feasibility study.

III. Amending Scope of Services. The Scope of Services may be changed only by written amendment or supplement. The parties agree to amend or supplement the Scope of Services promptly to reflect any material changes or additions to the Scope of Services.

IV. Compensation. Compensation is based on a fixed fee and is contingent on closing. Once the plan of finance is determined, along with a specific financing size and legal structure, the fixed fee will be mutually agreed to and provided in writing in the Schedule of Sources and Uses of Funds, along with all other related issuance costs. Compensation is payable in immediately available funds at closing.

V. IRMA Matters. If the Client has designated Piper Sandler as its independent registered municipal advisor (“IRMA”) for purposes of SEC Rule 15Ba1-1(d)(3)(vi) (the “IRMA exemption”), the extent of the IRMA exemption is limited to the Scope of Services and any limitations thereto. Any reference to Piper Sandler, its personnel and its role as IRMA in the written representation of the Client contemplated under SEC Rule 15Ba1-1(d)(3)(vi)(B) is subject to prior approval by Piper Sandler and Client agrees not to represent, publicly or to any specific person, that Piper Sandler is Client’s IRMA with respect to any aspect of municipal financial products or the issuance of municipal securities, or with respect to any specific municipal financial product or any specific issuance of municipal securities, outside the Scope of Services without Piper Sandler’s prior written consent.

VI. Piper Sandler’s Regulatory Duties When Servicing the Client. MSRB Rule G-42 requires that Piper Sandler undertake certain inquiries or investigations of and relating to the Client in order for Piper Sandler to fulfill certain aspects of the fiduciary duty owed to the Client. Such inquiries generally are triggered: (a) by the requirement that Piper Sandler know the essential facts about the Client and the authority of each person acting on behalf of the Client so as to effectively service the relationship with the Client, to act in accordance with any special directions from the Client, to understand the authority of each person acting on behalf of the Client, and to comply with applicable laws, regulations and rules; (b) when Piper Sandler undertakes a determination of suitability of any recommendation made by Piper Sandler to the Client, if any or by others that Piper Sandler reviews for the Client, if any; (c) when making any representations, including with regard to matters pertaining to the Client or any Issue or Product; and (d) when providing any information in connection with the preparation of the preliminary or final official statement, including information about the Client, its financial condition, its operational status and its municipal securities or municipal financial products. Specifically, Client agrees to provide to Piper Sandler any documents on which the Client has relied in connection with any certification it may make with respect to the accuracy and completeness of any Official Statement for the Issue.

¹ See MSRB Rule G-42(c)(v).

Client agrees to cooperate, and to cause its agents to cooperate, with Piper Sandler in carrying out these duties to inquire or investigate, including providing to Piper Sandler accurate and complete information and reasonable access to relevant documents, other information and personnel needed to fulfill such duties.

In addition, the Client agrees that, to the extent the Client seeks to have Piper Sandler provide advice with regard to any recommendation made by a third party, the Client will provide to Piper Sandler written direction to do so as well as any information it has received from such third party relating to its recommendation.

VII. Expenses. Piper Sandler will be responsible for all of Piper Sandler's out-of-pocket expenses. In the event a new issue of securities is contemplated by this Agreement, Client will be responsible for the payment of all fees and expenses commonly known as costs of issuance, including but not limited to: publication expenses, local legal counsel, bond counsel, ratings, credit enhancement, travel associated with securing any rating or credit enhancement, printing of bonds, printing and distribution of required disclosure documents, trustee fees, paying agent fees, CUSIP registration, and the like.

VIII. Term of Agreement. The term of this Agreement shall begin on the Effective Date and ends, unless earlier terminated as provided below, on December 31, 2023.

This Agreement may be terminated with or without cause by either party upon the giving of at least thirty (30) days prior written notice to the other party of its intention to terminate, specifying in such notice the effective date of such termination. All fees due to Piper Sandler shall be due and payable upon termination. Upon termination, the obligations of Piper Sandler under this Agreement, including any amendment shall terminate immediately and Piper Sandler shall thereafter have no continuing fiduciary or other duties to the Client. The provisions of Sections IV, VII, XII, XIV, XV and XVII shall survive termination of this Agreement.

IX. Independent Contractor. The Financial Services Provider is an independent contractor and nothing herein contained shall constitute or designate the Financial Services Provider or any of its employees or agents as employees or agents of the Client.

X. Entire Agreement/Amendments. This Agreement, including any amendments and Appendices hereto which are expressly incorporated herein, constitute the entire Agreement between the parties hereto and sets forth the rights, duties, and obligations of each to the other as of this date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. This Agreement may not be modified except by a writing executed by both the Financial Services Provider and Client.

XI. Required Disclosures. MSRB Rule G-42 requires that Piper Sandler provide you with disclosures of material conflicts of interest and of information regarding certain legal events and disciplinary history. Such disclosures are provided in Piper Sandler's Disclosure Statement attached as Appendix A to this Agreement.

XII. Limitation of Liability. In the absence of willful misconduct, bad faith, gross negligence or reckless disregard of obligations or duties hereunder on the part of Piper Sandler or any of its associated persons, Piper Sandler and its associated persons shall have no liability to the Client for any act or omission in the course of, or connected with, rendering services hereunder, or for any error of judgment or mistake of law, or for any loss arising out of any issuance of municipal securities, any municipal financial product or any other investment, or for any financial or other damages resulting from the Client's election to act or not to act, as the case may be, contrary to any advice or recommendation provided by Piper Sandler to the Client. No recourse shall be had against Piper Sandler for loss, damage, liability, cost or expense (whether direct, indirect or consequential) of the Client arising out of or in defending, prosecuting, negotiating or responding to any inquiry, questionnaire, audit, suit, action, or other proceeding brought or received from the Internal Revenue Service in connection with any Issue or

Product, if any or otherwise relating to the tax treatment of any Issue or Product if any, or in connection with any opinion or certificate rendered by counsel or any other party. Notwithstanding the foregoing, nothing contained in this paragraph or elsewhere in this Agreement shall constitute a waiver by Client of any of its legal rights under applicable U.S. federal securities laws or any other laws whose applicability is not permitted to be contractually waived, nor shall it constitute a waiver or diminution of Piper Sandler's fiduciary duty to Client under Section 15B(c)(1), if applicable, of the Securities Exchange Act of 1934, as amended, and the rules thereunder.

XIII. Indemnification. Unless prohibited by law, the Client hereby indemnifies and holds harmless the Financial Services Provider, each individual, corporation, partnership, trust, association or other entity controlling the Financial Services Provider, any affiliate of the Financial Services Provider or any such controlling entity and their respective directors, officers, employees, partners, incorporators, shareholders, trustees and agents (hereinafter the "Indemnitees") against any and all liabilities, penalties, suits, causes of action, losses, damages, claims, costs and expenses (including, without limitation, fees and disbursements of counsel) or judgments of whatever kind or nature (each a "Claim"), imposed upon, incurred by or asserted against the Indemnitees arising out of or based upon any allegation that any information in the Preliminary Official Statement or Final Official Statement contained (as of any relevant time) an untrue statement of a material fact or omitted (as of any relevant time) or omits to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

XIV. Official Statement. The Client acknowledges and understands that state and federal laws relating to disclosure in connection with municipal securities, including but not limited to the Securities Act of 1933 and Rule 10b-5 promulgated under the Securities Exchange Act of 1934, may apply to the Client and that the failure of the Financial Services Provider to advise the Client respecting these laws shall not constitute a breach by the Financial Services Provider or any of its duties and responsibilities under this Agreement. The Client acknowledges that any Official Statement distributed in connected with an issuance of securities are statements of the Client and not of Piper Sandler.

XV. Notices. Any written notice or communications required or permitted by this Agreement or by law to be served on, given to, or delivered to either party hereto, by the other party shall be in writing and shall be deemed duly served, given, or delivered when personally delivered to the party to whom it is addressed or in lieu of such personal services, when deposited in the United States' mail, first-class postage prepaid, addressed to the Client at:

City of Raymore
100 Municipal Circle
Raymore, MO 64083

Jim Feuerborn, City Manager
816-331-0488
jfeuerborn@raymore.com

Or to the Financial Services Provider at:

Piper Sandler & Co.
11635 Rosewood Street
Leawood, KS 66211

Todd Goffoy, Managing Director
913-345-3373
Todd.Goffoy@psc.com

With a copy to:

Piper Sandler & Co.
Legal Department

800 Nicollet Mall, Suite 900
Minneapolis, MN 55402

XVI. Consent to Jurisdiction; Service of Process. The parties each hereby (a) submits to the jurisdiction of any State or Federal court sitting in the state of Missouri for the resolution of any claim or dispute with respect to or arising out of or relating to this Agreement or the relationship between the parties (b) agrees that all claims with respect to such actions or proceedings may be heard and determined in such court, (c) waives the defense of an inconvenient forum, (d) agrees not to commence any action or proceeding relating to this Agreement other than in a State or Federal court sitting in the state of Missouri and (e) agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

XVII. Choice of Law. This Agreement shall be construed and given effect in accordance with the laws of the state of Missouri.

XVIII. Counterparts; Severability. This Agreement may be executed in two or more separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any term or provision of this Agreement which is invalid or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction.

XIX. Waiver of Jury Trial. THE PARTIES EACH HEREBY AGREES TO WAIVE ANY RIGHT TO A TRIAL BY JURY WITH RESPECT TO ANY CLAIM, COUNTERCLAIM OR ACTION ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THE RELATIONSHIP BETWEEN THE PARTIES. PARTIES AGREE TO WAIVE CONSEQUENTIAL AND PUNITIVE DAMAGES.

XX. No Third Party Beneficiary. This Agreement is made solely for the benefit of the parties and their respective successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to confer on any person, other than the parties and their respective successors and permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

XXI. Authority. The undersigned represents and warrants that they have full legal authority to execute this Agreement on behalf of the Client. The following individual(s) at the Client have the authority to direct Piper Sandler's performance of its activities under this Agreement:

Jim Feuerborn, City Manager

The following individuals at Piper Sandler have the authority to direct Piper Sandler's performance of its activities under this Agreement:

Todd Goffoy, Managing Director

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written. By the signature of its representative below, each party affirms that it has taken all necessary action to authorize said representative to execute this Agreement.

PIPER SANDLER & CO.



By: _____
Todd Goffoy
Its: Managing Director
Date: _____

ACCEPTED AND AGREED:

CITY OF RAYMORE

By: _____
Jim Feuerborn
Its: City Manager
Date: _____

Piper Sandler & Co. is registered with the U.S. Securities and Exchange Commission and the Municipal Securities Rulemaking Board (“MSRB”). A brochure is posted on the website of the MSRB, at www.msrb.org that describes the protections that may be provided by MSRB rules and how to file a complaint with an appropriate regulatory authority.

APPENDIX A – DISCLOSURE STATEMENT

Municipal Securities Rulemaking Board Rule G-42 (the Rule) requires that Piper Sandler provide you with the following disclosures of material conflicts of interest and of information regarding certain legal events and disciplinary history. Accordingly, this Appendix A provides information regarding conflicts of interest and legal or disciplinary events of Piper Sandler required to be disclosed to pursuant to MSRB Rule G-42(b) and (c)(ii).

(A) **Disclosures of Conflicts of Interest.** The Rule requires that Piper Sandler provide to you disclosures relating to any actual or potential material conflicts of interest, including certain categories of potential conflicts of interest identified in the Rule, if applicable. If no such material conflicts of interest are known to exist based on the exercise of reasonable diligence by us, Piper Sandler is required to provide a written statement to that effect.

Accordingly, we make the following disclosures with respect to material conflicts of interest in connection with the Scope of Services under the Agreement, together with explanations of how we address or intend to manage or mitigate each conflict. To that end, with respect to all of the conflicts disclosed below, we mitigate such conflicts through our adherence to our fiduciary duty to you in connection with municipal advisory activities, which includes a duty of loyalty to you in performing all municipal advisory activities for the Client. This duty of loyalty obligates us to deal honestly and with the utmost good faith with you and to act in your best interests without regard to our financial or other interests. In addition, as a broker dealer with a client oriented business, our success and profitability over time is based on assuring the foundations exist of integrity and quality of service. Furthermore, Piper Sandler's supervisory structure, utilizing our long-standing and comprehensive broker-dealer supervisory processes and practices, provides strong safeguards against individual representatives of Piper Sandler potentially departing from their regulatory duties due to personal interests. The disclosures below describe, as applicable, any additional mitigations that may be relevant with respect to any specific conflict disclosed below.

Compensation-Based Conflicts. The fees due under the Agreement are based on the size and legal structure of the Issue and the payment of such fees is contingent upon the successful delivery of the Issue. While this form of compensation is customary in the municipal securities market, this may present the appearance of a conflict or the potential for a conflict because it could create an incentive for Piper Sandler to recommend unnecessary financings or financings that are disadvantageous to the Client, or to advise the Client to increase the size of the issue. We believe that the appearance of a conflict or potential conflict is mitigated by our duty of care and fiduciary duty and the general mitigations related to our duties to you, as described above.

Transactions in Client's Securities. As a municipal advisor, Piper Sandler cannot act as an underwriter in connection with the same issue of bonds for which Piper Sandler is acting as a municipal advisor. From time to time, Piper Sandler or its affiliates may submit orders for and acquire your securities issued in an Issue under the Agreement from members of the underwriting syndicate, either for its own trading account or for the accounts of its customers. Again, while we do not believe that this activity creates a material conflict of interest, we note that to mitigate any perception of conflict and to fulfill Piper Sandler's regulatory duties to the Client, Piper Sandler's activities are engaged in on customary terms through units of Piper Sandler that operate independently from Piper Sandler's municipal advisory business, thereby eliminating the likelihood that such investment activities would have an impact on the services provided by Piper Sandler to you under the Agreement.

(B) **Disclosures of Information Regarding Legal Events and Disciplinary History.** The Rule requires that all municipal advisors provide to their clients certain disclosures of legal or disciplinary events material to a client's evaluation of the municipal advisor or the integrity of the municipal advisor's management or advisory personnel. Accordingly, Piper Sandler sets out below required disclosures and related information in connection with such disclosures.

- I. Material Legal or Disciplinary Event. There are no legal or disciplinary events that are material to the Client's evaluation of Piper Sandler or the integrity of Piper Sandler's management or advisory personnel disclosed, or that should be disclosed, on any Form MA or Form MA-I filed with the SEC.
- II. Most Recent Change in Legal or Disciplinary Event Disclosure. Piper Sandler has not made any material legal or disciplinary event disclosures on Form MA or any Form MA-I filed with the SEC.

(C) **How to Access Form MA and Form MA-I Filings.** Piper Sandler's most recent Form MA and each most recent Form MA-I filed with the SEC are available on the SEC's EDGAR system at <http://www.sec.gov/edgar/searchedgar/companysearch.html>. The Form MA and the Form MA-I include information regarding legal events and disciplinary history about municipal advisor firms and their personnel, including information about any criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation. The SEC permits certain items of information required on Form MA or MA-I to be provided by reference to such required information already filed by Piper Sandler in its capacity as a broker-dealer on Form BD or Form U4 or as an investment adviser on Form ADV, as applicable. Information provided by Piper Sandler on Form BD or Form U4 is publicly accessible through reports generated by BrokerCheck at <http://brokercheck.finra.org>, and Piper Sandler's most recent Form ADV is publicly accessible at the Investment Adviser Public Disclosure website at <http://www.adviserinfo.sec.gov>. For purposes of accessing such BrokerCheck reports or Form ADV, Piper Sandler's CRD number is 665.

(D) **Future Supplemental Disclosures.** As required by the Rule, this Section 5 may be supplemented or amended, from time to time as needed, to reflect changed circumstances resulting in new conflicts of interest or changes in the conflicts of interest described above, or to provide updated information with regard to any legal or disciplinary events of Piper Sandler. Piper Sandler will provide you with any such supplement or amendment as it becomes available throughout the term of the Agreement.



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: Sept.14, 2020

SUBMITTED BY: Mike Krass

DEPARTMENT: Public Works

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

TITLE / ISSUE / REQUEST

Bill 3571 - Ward Road Survey

STRATEGIC PLAN GOAL/STRATEGY

2.2.2 Create and maintain a well-connected transportation network

FINANCIAL IMPACT

Award To:	Olsson
Amount of Request/Contract:	\$40,200
Amount Budgeted:	
Funding Source/Account#:	FY 2020 General Obligation Bonds

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
October 1, 2020	October 31, 2020

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

Contract

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

In accordance with the City's Purchasing Policy, staff issued a Request for Qualifications to land surveying firms. The following firms submitted a response:

- Olsson
- Renaissance Infrastructure Consulting
- Lovelace and Associates
- BHC Rhodes
- Wilson and Company
- Boundary and Construction Surveying, Inc.

Staff reviewed the statement of qualifications submitted and recommends the City retain the services of Olsson to provide surveying services for the Ward Road Survey Project.

BILL 3571

ORDINANCE

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH OLSSON FOR THE WARD ROAD SURVEYING PROJECT, CITY PROJECT NUMBER 20-360-302, IN THE AMOUNT OF \$40,200 AND AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS."

WHEREAS, the Ward Road Reconstruction project was included in the 2020 General Obligation Bond Election; 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, the staff publicly advertised for Ward Road Surveying services, and;

WHEREAS, staff reviewed the proposals submitted and found that the proposal from Olsson was the best of the proposals submitted.

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

Section 1. The City Manager is hereby directed and authorized to enter into a negotiated contract in the amount of \$40,200 with Olsson, for the Ward Road Surveying project.

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 14TH DAY OF SEPTEMBER, 2020.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 28TH DAY OF SEPTEMBER, 2020, BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Barber
Councilmember Berendzen
Councilmember Burke III
Councilmember Circo
Councilmember Holman
Councilmember Jacobson
Councilmember Townsend

ATTEST:

APPROVE:

Jean Woerner, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature



CITY OF RAYMORE
CONTRACT FOR PROFESSIONAL SERVICES
WARD ROAD SURVEYING SERVICES

Appendix A will be negotiated/finalized with the successful consultant and included at a later date.

AGREEMENT FOR PROVISION OF THE FOLLOWING SERVICES

Agreement made this 28th day of September, 2020 between Olsson, an entity organized and existing under the laws of the State of Kansas, with its principal office located at 7301 W. 133rd Street, Suite 200, Overland Park, KS 66213, hereafter referred to as the **Consultant**, 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 September 28, 2020 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

Consultant agrees to perform all work and provide all deliverables as specified in and according to the Request for Qualifications/Quote RFQu #20-360-302 and the General Terms and Conditions in Appendix B, commonly referred to as Contract Terms and Conditions and according to the Contract Agreement set forth here. Consultant 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 RFQu # 20-360-302 including insurance 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 begin upon Council approval and City Manager's signature. 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 City agrees to pay the Consultant, \$40,200 which is "not to exceed" dollars for completion of the work, subject to the provisions herein set. The City Manager has the authority for change orders.

ARTICLE IV CONTRACT PAYMENT

The City agrees to pay the Consultant for the completed work as follows:

The Consultant shall provide the City with monthly billings for progress payments as the work is completed. Payment will constitute full and complete payment as per individual invoice and within thirty (30) days of completion and acceptance of Consultant's work. The City will be the sole judge as to the sufficiency of the work performed. A 5% retainage will be held until acceptance of the project by the Raymore City Council, at which time final payment will be made.

In the event of the Consultant's failure to perform any of his duties as specified in this contract and addendums, or to correct an error within the time stipulation agreed upon by both parties, the City shall have the right to deduct an amount not to exceed twenty-five (25%) per invoice.

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

ARTICLE V INSURANCE REQUIREMENTS

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

All policies for liability protection, bodily injury, or property damage shall include the City of Raymore as an additional insured as such respects operation under this contract (except for Worker's Compensation and Professional Liability coverage).

Consultant agrees to hold harmless and indemnify the City from any liability for damage, injury or death arising out of the work performance of the contract.

ARTICLE VI RESPONSIBILITIES

The City shall provide all information or services under their control with reasonable promptness and designate a representative to render decisions on behalf of the City and on whose actions and approvals the Consultant may rely.

The Consultant'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 Consultant), accidents, transportation delays, floods, fires, or other acts of God, and any other causes of like or different character beyond the control of Consultant. Impossibility 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 Consultant 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.

Consultant agrees to provide all services necessary to perform and complete the contract as specified. Consultant further agrees to keep and not change Project Manager and Project Team without notification and consent of the City.

Consultant will supervise and direct the work performed, and shall be responsible for his employees. Consultant will also supervise and direct the work performed by sub-Consultants and their employees and be responsible for the work performed by sub-Consultants hired by the Consultant.

Consultant 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. Consultant shall bear the cost of any permits which he is obligated to secure. Consultant will also ensure any sub-Consultants hired will obtain the necessary licenses and permits as required.

Consultant 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. Consultant agrees to ensure sub-Consultants and their employees comply with all applicable laws and regulations aforementioned.

Consultant 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.

ARTICLE VII 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 e-mail.

Without Cause – The City may terminate this agreement at any time by providing sixty (60) days written notice, by certified mail, to the Consultant at the address listed below. In the event this agreement is terminated, the City may hold as a retainer the amount needed to complete the work in accordance with Appendix B specifications.

ARTICLE VIII CONTRACT DISPUTES & MEDIATION

In case of a dispute, the Contractor and the City shall each appoint a representative, who, together, shall select a third party attorney in good standing and licensed to practice law in Missouri, to mediate the issue. Mediation shall be non-binding unless a written settlement agreement is reached. Costs of mediation shall be split equally between the parties. Failure of the parties to reach a resolution in mediation shall be a prerequisite to filing suit or initiating further action to resolve the dispute. In all cases where work on the project is not complete, the Contractor agrees to carry on with the work and to maintain the progress schedule during any dispute under this Contract unless otherwise mutually agreed in writing by the parties.

ARTICLE IX WARRANTY

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

Consultant warrants that the goods shall be delivered free of the rightful claim of any third person by way of non-payment on the part of the Consultant for any tools and equipment in use or materials used and consumed on City property in completion of this agreement, and if City receives notice of any claim of such infringement, it shall, within ten [10] days, notify Consultant of such claim. If City fails to forward such notice to Consultant, it shall be deemed to have released Consultant from this warranty as to such claim.

ARTICLE X AFFIDAVIT OF WORK AUTHORIZATION

Pursuant to 285.530 RSMo, the consultant 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 consultant'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 firm and 2) a valid copy of the signature page completed and signed by the firm, the Social Security Administration, and the Department of Homeland Security – Verification Division.

ARTICLE XI
ENTIRE AGREEMENT

The parties agree that this constitutes the entire agreement and there are no further items or provisions, either oral or otherwise. Consultant agrees that it has not relied upon any representations of Consultant 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.

SEAL)

THE CITY OF RAYMORE, MISSOURI

By: _____
Jim Feuerborn, City Manager

Attest: _____
Jean Woerner, City Clerk

SEAL)

OLSSON

By: _____

Title: _____

Attest: _____

Appendix A

Scope of Services

See Attached

Appendix B General Terms and Conditions

A. *Procedures*

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

B. *Contract Period*

Award of this contract is anticipated prior to the end of September, 2020, with final surveying services submitted no later than October 31, 2020.

C. *Insurance*

The Consultant 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 Consultant, its agents, representatives, employees or sub consultants. The City of Raymore shall be named as an additional insured under such insurance contracts (except for Worker's Compensation coverage). A Certificate of Insurance will be required within ten calendar days from the date of receipt of the Notice of Award. Claims made on policies must be enforced or that coverage purchased for three (3) years after contract completion date.

1. General Liability

Owners and Protective Liability.

Minimum Limits

General Liability:

\$2,000,000 Each Occurrence Limit

D. *Hold Harmless Clause*

The Consultant 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 Consultant or his employees, or from any claims or amounts arising from violation of any law, bylaw, ordinance, regulation or decree. The vendor 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 Consultant 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 Consultant; 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 Consultant, 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 Consultant will include the provisions of the foregoing paragraphs in every subcontract or purchase order so that the provisions will be binding upon each sub consultant or vendor used by the Consultant.

G. *Invoicing and Payment*

The Consultant shall submit invoices, in duplicate, for services outlined above in the scope of services under Appendix A.

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 Consultant. Any contract cancellation notice shall not relieve the Consultant of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

I. *Contractual Disputes*

The Consultant 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 Consultant within thirty (30) days of receipt of the claim.

City's decision shall be final unless the Consultant appeals within thirty (30) days by submitting a written letter of appeal to the Finance Director, or his 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 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*

The Consultant 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.

The Consultant 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 Consultant 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 Consultant at the Consultant'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 Consultant shall remain in effect for the duration of the contract. No escalation of fees will be allowed.

O. *Permits*

The successful Consultant shall be responsible for obtaining all permits, and for incurring all expenses associated with those permits, prior to proceeding with the scope of work and services described in this solicitation. Included in these permits will be the "Business License" required of all vendors doing business within the City limits of Raymore (unless otherwise directed by the City Clerk). This permit can be obtained from the office of the City Clerk, 100 Municipal Circle, Raymore, Missouri, 64083.

P. 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. Proposers should be aware that all documents within a submittal will become open records.

Q. 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.

R. Affidavit of Work Authorization and Documentation:

Pursuant to 285.530 RSMo, the consultant 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 consultant'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 firm and 2) a valid copy of the signature page completed and signed by the firm, the Social Security Administration, and the Department of Homeland Security – Verification Division.

**SCOPE OF SERVICES:
WARD ROAD 58 HYW TO 163RD ST
RFQ #20-360-302
CITY OF RAYMORE, MISSOURI**

FURTHER DESCRIPTION OF SURVEYING SERVICES:

The project limits are to Survey 100ft either side of Ward Road from 58 Hyw to the North for approximately 8,000 feet to 163rd Street. It will be surveyed to aid and support the design being completed by others for the new improvements and repairs along Ward Road.

GENERAL SURVEY REQUIREMENTS

Vertical Control:

Elevations for Survey will be obtained from published Cass County DNR Control Monuments and based on NAVD 88 Datum. Leveled benchmark control will be established along the project corridor and will be referenced for inclusion into plan documents.

Horizontal Control:

As part of the design survey, all Section Corners and Quarter Section Corners within the project area and others used for project control must be located, reference and state plane coordinates determined with GPS equipment. The coordinates and referenced ties shall be shown on the plans and the standard corner reference report submitted to the Missouri State Historical Society, the County Engineer, and City's Project Engineer within 30 days of the survey as required by state law.

Plan Notes - Control Benchmarks:

Any Benchmarks, Horizontal Control monuments and any Section Corner and Quarter Section Corners within the area surveyed for the project must be conspicuously indicated on the plans. All benchmarks and section and quarter section corners and property pins within the construction limits shall include a note for the re-establishment of the monuments.

SCOPE OF SERVICES

Task I. Survey and Geotechnical Investigation

1.01 Topographic Survey

Complete topographic survey for the project limits. Survey shall include shots at pavement tie-in locations, existing back of curb, edges of pavement, existing lane lines across roadway, existing storm and sanitary sewer systems, fences, trees, building corners, etc. to create project mapping.

- A. All topographical surveys shall include field locating utilities.
- B. Contact utility companies and one call center as appropriate for field marking of utility locations.

1.02 Office Survey Services

- A. Gather and research information such as boundary records, utility information, easements, benchmark data, and attend external meetings regarding surveying and base mapping as needed.
- B. Ownership and Encumbrance (O&E) reports for base mapping will be provided By the City of Raymore and plotted by Olsson Survey Team.
- C. Create a base map at a scale of 1" = 20ft showing both contours at one-foot intervals and property lines using the plat information, field boundary data, topography information, and legal descriptions.

Task II. Project Meetings & Project Management

4.01 Meetings

- A. Attend Coordination meeting with City and or adjacent landowners as needed.
- B. Coordination meetings with the city by Phone. Assume (8).
- C. Weekly progress report emails

4.02 Project Management

- A. Coordination with City
- B. Monitor scope, schedule, and fee
- C. QAQC Ensure the OA QAQC procedures are being followed at all milestones

Exclusions: Creation of Exhibits and Legal Descriptions for the future design and construction are not included but can be provided on an as needed basis.

MAN-HOUR ESTIMATE- CITY OF RAYMORE MO. WARD ROAD SURVEY - 58 HYW TO 163 RD ST.													
Task No.	Description of Work Items / Tasks	Billing Rate										Total Labor Fee	
		\$180 Project Manager / Technical leader	\$150 Senior Surveyor	\$105 Survey Tech	\$120 Survey Crew 1 Person	\$160 Survey Crew 2 Person	\$89 Admin Coord	Total Man-hours	Total				
1.0	Survey												
	Research	1	5	5							2	13	\$1,633
	Establish Control and Reference Ties		1	2	10							13	\$1,560
	Vertical Control (Level Run)		1	3		15						19	\$2,865
	Topographic Survey				40	78						118	\$17,280
	Utility Coordination		2	6	18							28	\$3,450
	Section corners		2	3	2	6						15	\$2,175
	Base file creation			63								63	\$6,615
	QAQC Site Review		2	8	8							30	\$3,960
1.0	SUBTOTAL	7	23	90	78	99	2					299	
	Total	\$1,260	\$3,450	\$9,450	\$9,360	\$15,840	\$178					\$39,538.00	\$39,538

SUMMARY

Total Labor	\$39,538.00
Total Expenses	\$662
Total Project Fee	\$40,200.00

EXHIBIT B

LABOR RATES (2020)		
Personnel	Abbreviation	\$ Per Hr.
Senior Technical Leader	Senior Technical Leader	\$238.00
Project Manager	Project Manager / Technical leader	\$180.00
Senior Project Engineer	Senior Technical Leader	\$205.00
Project Engineer	Project Engineer	\$134.00
Associate Engineer	Associate Engineer	\$120.00
Assistant Engineer	Assistant Engineer	\$101.00
Senior Technician	SrTech	\$110.00
Associate Technician	Associate Tech	\$87.00
Design Associate	Design Assoc.	\$112.00
Assistant Technician	Assist. Tech	\$67.00
Senior Project Scientist	Senior Project Scientist	\$139.00
Assistant Scientist	Assistant Scientist	\$83.00
Associate Planner	Associate Planner	\$101.00
Assistant Planner	Assistant Planner	\$83.00
Senior Landscape Architect	Senior Landscape Architect	\$183.00
Assistant Landscape Architect	Assistant Landscape Architect	\$85.00
Project Landscape Architect	Project Landscape Architect	\$125.00
Associate Landscape Architect	Assoc. LA	\$103.00
Senior Suveyor	Senior Suveyor	\$150.00
Survey tech	Survey Tech	\$105.00
Surveyor	Surveyor	\$98.00
Survey Crew, 1-person	Survey Crew 1 Person	\$120.00
Survey Crew, 2-person	Survey Crew 2 Person	\$160.00
GeoTech Drill Crew	GeoTech Drill Crew	\$200.00
Admin Coordinator	Admin Coord	\$89.00
Expenses		

New Business



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: Sept. 28, 2020

SUBMITTED BY: Jim Cadoret

DEPARTMENT: Development Services

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

TITLE / ISSUE / REQUEST

Bill 3572: Park Side Subdivision Rezoning

STRATEGIC PLAN GOAL/STRATEGY

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

FINANCIAL IMPACT

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

PROJECT TIMELINE

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

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission: Planning and Zoning Commission
Date: Sept. 15, 2020
Action/Vote: Approved 8-0

LIST OF REFERENCE DOCUMENTS ATTACHED

Staff Report
Planning Commission meeting minutes excerpt

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

Joe Duffey, representing Park Side Investments LLC and property owner Tyros, Inc., is requesting to reclassify the zoning of 155 acres located south of 163rd Street, west of North Madison Street, from A "Agricultural District" to R-1P "Single-Family Residential Planned District". The rezoning will allow for the proposed Park Side Subdivision.

BILL 3572

ORDINANCE

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AMENDING THE ZONING MAP FROM "A" AGRICULTURAL DISTRICT TO "R-1P" SINGLE-FAMILY RESIDENTIAL PLANNED DISTRICT, A 155-ACRE TRACT OF LAND LOCATED WEST OF NORTH MADISON STREET AND SOUTH OF 163RD STREET, IN RAYMORE, CASS COUNTY, MISSOURI."

WHEREAS, after a public hearing was held on September 15, 2020, 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 September 28, 2020, 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. The Zoning Map of the City of Raymore, Missouri is amended by rezoning from "A" Agricultural District to "R-1P" Single-Family Residential Planned District, for the following property:

A parcel of land being a portion of the North Half of the Northwest Quarter and the North Half of the Northeast Quarter of Section 9, Township 46 North, Range 32 West and the Southeast Quarter of the Southeast Quarter of Section 4, Township 46 North, Range 32 West, City of Raymore, Cass County, Missouri, and described as follows:

Beginning at the Northeast corner of the North Half of said Northeast Quarter; thence South 02°22'28" West along the East line of said North Half, a distance of 949.00 feet to a point 381.53 feet north of the Southeast corner thereof; thence North 88°00'05" West and parallel with the South line of said North Half, a distance of 1144.58 feet; thence South 02°22'28" West and parallel with the East line of North Half, a distance of 381.53 feet to a point on the South line of said North Half; thence North 88°00'05" West along said South line, a distance of 317.99 feet; thence westerly along the North line of a tract of land described in Deed Book 2200, Page 29 of the records of said Cass County, for the following eight courses; thence North 87°39'04" West a distance of 185.30 feet; thence North 62°25'53" West, a distance of 25.69 feet; thence South 79°08'01" West, a distance of 51.75 feet; thence North 87°52'55" West, a distance of 35.11 feet; thence North 87°33'49" West, a distance of 104.30 feet; thence North 88°09'41" West, a distance of 233.17 feet; thence North 87°33'01" West, a distance of 206.12 feet; thence North 88°14'12" West, a distance of 216.85 feet to a point on the West line of said North Half; thence South 02°28'00" West along said West line, a distance of 1.65 feet to the Southwest corner thereof; thence North 87°58'12" West along the South line of the North Half of said Northwest Quarter, a distance of 2528.26 feet to the Southwest corner thereof; thence North 03°04'04" East along the West line of said North Half, a distance of 1319.59 feet to the Northwest corner thereof; thence South 88°08'18" East along the North line of said North Half, a distance of 2514.48 feet to the Northeast corner thereof; thence South 88°05'04" East along the North line of the North Half of said Northeast Quarter, a distance of 1257.40 feet to the Southwest corner of the Southeast Quarter of the Southeast Quarter of said Section 4; thence North 02°29'05" East, along the West line of said Southeast Quarter of the Southeast Quarter, a distance of 800.55 feet to a point on a line being 528.00 feet south of a parallel with the North line of said Southeast Quarter of the Southeast Quarter; thence South 88°02'15" East and parallel with said North line, a distance of 336.71 feet; thence South 02°29'42" West and parallel with the East line of said Southeast Quarter of the Southeast Quarter, a distance of 521.23 feet; thence South 88°05'22" East, on a line 279.00 feet

north of and parallel with the South line of said Southeast Quarter of the Southeast Quarter, a distance of 920.96 feet to a point on the East line of said Southeast Quarter of the Southeast Quarter; thence South 02°29'42" West, along said East line, a distance of 279.01 feet to the Point of Beginning. Said parcel is subject to road right of ways of record and contains 6,766,544 square feet or 155.339 acres, more or less, inclusive of said right of ways.

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 SEPTEMBER, 2020.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 12TH DAY OF OCTOBER, 2020, BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Barber
Councilmember Berendzen
Councilmember Burke III
Councilmember Circo
Councilmember Holman
Councilmember Jacobson
Councilmember Townsend

ATTEST:

APPROVE:

Jean Woerner, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature



To: City Council
From: Planning and Zoning Commission
Date: September 28, 2020
Re: Case #20010 Rezoning: Park Side Subdivision, “A” to “R-1P”

GENERAL INFORMATION

Applicant: Park Side Investments LLC
%: Joe Duffey
105 N. Stewart
Liberty, MO 64068

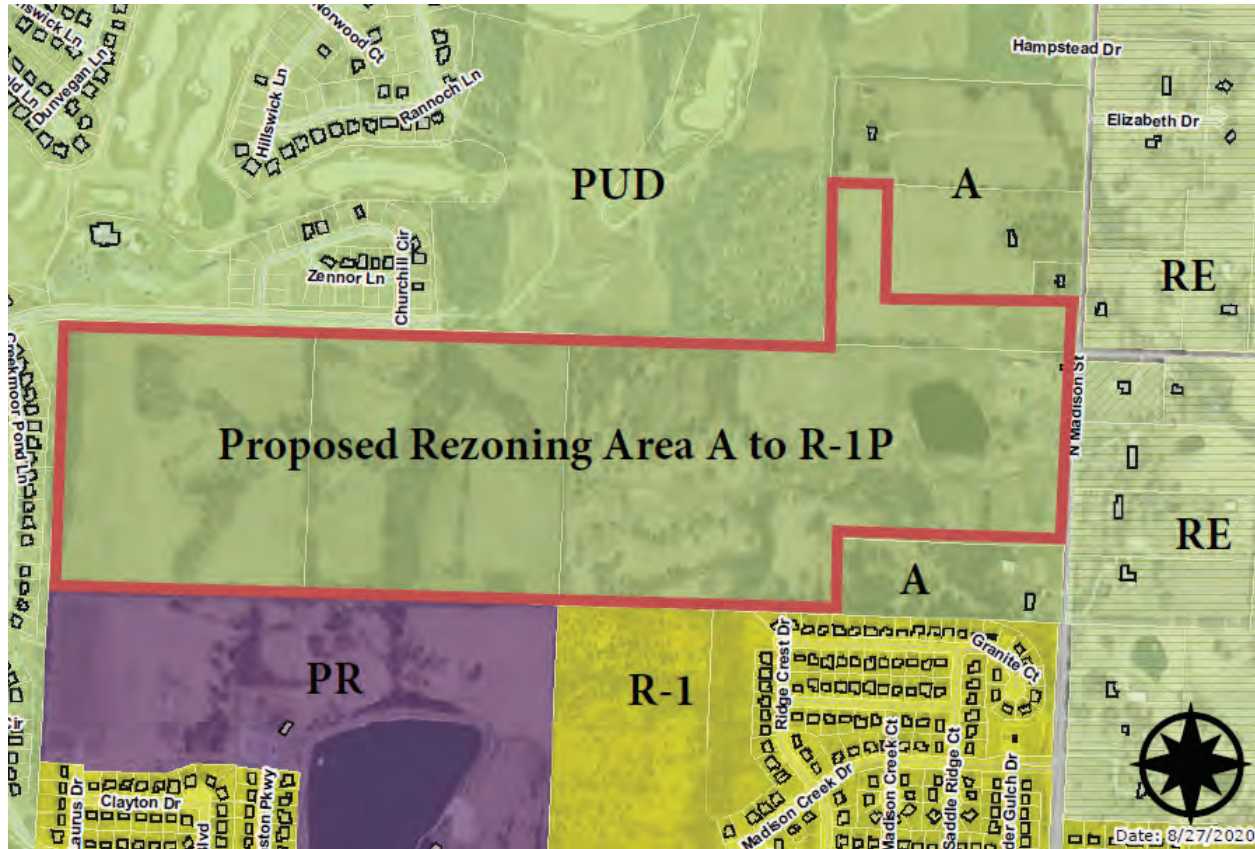
Property Owner: Tyros, Inc.
%: Fred Ashbaugh
1513 Cross Creek Drive
Raymore, MO 64083

Requested Action: Requesting to reclassify the zoning of 155± acres from “A” Agricultural District to “R-1P” Single-Family Residential Planned District

Property Location: Generally located south of 163rd Street extended, west of North Madison Street



Existing Zoning: "A" Agricultural District



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

Major Street Plan: The Major Thoroughfare Plan Map classifies 163rd Street as a Major Collector; North Madison Street as a Major Collector; and Sunset Lane as a Minor Collector.

Legal Description:

A parcel of land being a portion of the North Half of the Northwest Quarter and the North Half of the Northeast Quarter of Section 9, Township 46 North, Range 32 West and the Southeast Quarter of the Southeast Quarter of Section 4, Township 46 North, Range 32 West, City of Raymore, Cass County, Missouri, and described as follows:

Beginning at the Northeast corner of the North Half of said Northeast Quarter; thence South 02°22'28" West along the East line of said North Half, a distance of 949.00 feet to a point 381.53 feet north of the Southeast corner thereof; thence North 88°00'05" West and parallel with the South line of said North Half, a distance of 1144.58 feet; thence South 02°22'28" West and parallel with the East line of North Half, a distance of 381.53 feet to a point on the South line of said North Half; thence North 88°00'05" West along said South line, a distance of 317.99 feet; thence westerly along the North line of a tract of land described in Deed Book 2200, Page 29 of the records of said Cass County, for the following eight courses; thence North 87°39'04" West a distance of 185.30 feet; thence North 62°25'53" West, a distance of 25.69 feet; thence South 79°08'01" West, a distance of 51.75 feet; thence North 87°52'55" West, a distance of 35.11 feet; thence North 87°33'49" West, a distance of 104.30 feet; thence North 88°09'41" West, a distance of 233.17 feet; thence North 87°33'01" West, a distance of 206.12 feet; thence North 88°14'12" West, a distance of 216.85 feet to a point on the West line of said North Half; thence South 02°28'00" West along said

West line, a distance of 1.65 feet to the Southwest corner thereof; thence North 87°58'12" West along the South line of the North Half of said Northwest Quarter, a distance of 2528.26 feet to the Southwest corner thereof; thence North 03°04'04" East along the West line of said North Half, a distance of 1319.59 feet to the Northwest corner thereof; thence South 88°08'18" East along the North line of said North Half, a distance of 2514.48 feet to the Northeast corner thereof; thence South 88°05'04" East along the North line of the North Half of said Northeast Quarter, a distance of 1257.40 feet to the Southwest corner of the Southeast Quarter of the Southeast Quarter of said Section 4; thence North 02°29'05" East, along the West line of said Southeast Quarter of the Southeast Quarter, a distance of 800.55 feet to a point on a line being 528.00 feet south of a parallel with the North line of said Southeast Quarter of the Southeast Quarter; thence South 88°02'15" East and parallel with said North line, a distance of 336.71 feet; thence South 02°29'42" West and parallel with the East line of said Southeast Quarter of the Southeast Quarter, a distance of 521.23 feet; thence South 88°05'22" East, on a line 279.00 feet north of and parallel with the South line of said Southeast Quarter of the Southeast Quarter, a distance of 920.96 feet to a point on the East line of said Southeast Quarter of the Southeast Quarter; thence South 02°29'42" West, along said East line, a distance of 279.01 feet to the Point of Beginning. Said parcel is subject to road right of ways of record and contains 6,766,544 square feet or 155.339 acres, more or less, inclusive of said right of ways.

Advertisement: August 27, 2020 **Journal** newspaper
September 10, 2020 **Journal** newspaper

Public Hearing: September 15, 2020 Planning Commission meeting
September 28, 2020 City Council meeting

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

REQUEST

Applicant is requesting to reclassify the zoning designation of 155 ± acres from "A" Agricultural District to "R-1P" Single-Family Residential Planned District.

REZONING REQUIREMENTS

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

Section 470.020 (B) states:

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

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

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

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

PREVIOUS PLANNING ACTIONS ON OR NEAR THE PROPERTY

- The "PUD" Planned Unit Development zoning designation for Creekmoor Subdivision was established by the City on January 26, 2004.
- The "R-1" Single-Family Residential zoning designation for Madison Creek Subdivision was established by the City on November 21, 1999. The first 3 phases of the subdivision have been constructed. The preliminary plat for the remaining undeveloped land has expired.
- The "PR" Parks, Recreation and Public Use zoning designation for Hawk Ridge Park was established by the City on September 28, 2009.
- The "RE" Rural Estate zoning designation for properties on the east side of North Madison Street was established by the City on October 28, 2009.

GOOD NEIGHBOR INFORMATIONAL MEETING COMMENTS

A Good Neighbor meeting was held on Wednesday July 8, 2020 in the Council Chambers of City Hall. 17 residents attended the meeting, along with applicant Joe Duffey and Project Engineer Robert Walquist. Development Services Director Jim Cadoret and City Planner Katie Jardieu represented City staff. The comments below provide a summary of the meeting:

Q: What will the city do with the 10 [12] acres being donated?

The land is being donated as part of the Park Land dedication required by new development and will be used for a dog park.

Q. Will the builders be vetted?

Yes and we will do the best we can but it would fall on the builder and the lender.

Q. The lot size shows 55x120 and a house won't fit based on the drawings being shown.

No final plat is drawn and we are still working on it.

Q. How do you control the price at \$350,000 and up?

Based on the lot price and sale price and how builders sell with markup

Q. If the lot is 55 feet in width with 7 foot side setbacks that leaves limited space for a house.

There are minimum and with comments that may change. Not all the lots are 55'x120'. It depends on the market. We want to build what people will buy. We may not build those lots at 55 feet.

Q. The plan seems to not be definitive and that makes me nervous.

If this project doesn't come to fruition then higher density will come in.

Q. What are the covenants and restrictions?

Yes there will be an HOA

Q. Is this a TIF project?

No

Q. What is the timeline for the road [163rd]?

As houses sell in phases we will move to the next phase and work on the road portion that abuts those phases.

Q. Are you rezoning all the surrounding acreage including the dog park?

No just the single family area. The dog park will be a city project.

Q. Creekmoor Pond Lane is the quickest access to the grocery store [Price Chopper]. How will traffic be handled?

Eventually 163rd Street will be finished and Sunset Lane will be done to help alleviate the North and South.

Q. What is the timeline for Sunset?

It is a G.O. Bond project so it will depend on if it passes.

Q. Will these houses be rentals?

There is no way to know that. I can't give you a guarantee that someone wouldn't buy a house and then rent it.

Q. My biggest concern is chemical runoff from irrigation and lawns and how it will affect our farm and business.

Nothing north will come to your land. A swale can be put in place to catch and take the runoff to the creek. It may require a storm sewer in the back off the yards to allow for that and keep runoff off your lot.

Q. Why wasn't there a buffer?

There is only a buffer required when it is commercial adjacent to residential.

Q. Where would flooding and stormwater go? The areas between Madison and the property currently flood and the culvert can't handle it. 163rd Street will flood consistently.

Right of way for 163rd Street will put in an appropriately sized culvert. Other stormwater improvements haven't been designed yet.

Q. What are the plans for Madison?

When 163rd Street is extended then the intersection would be addressed.

Q. What is the timeline for selling houses?

6 months after the first of the year, but it is weather sensitive so probably October 2021.

Q. What is the minimum square footage and price for the houses?

The minimum would be 2000 square feet and around \$350,000 for price.

Q. Are fences and boats going to be allowed?

The HOA would allow iron fences only and boats sitting out in the driveway would not be allowed.

STAFF COMMENTS

1. The property has been zoned "A" Agricultural District since annexation of the land occurred in 1978.
2. The Growth Management Plan has designated the property appropriate for low density residential development since 1995.
3. In May of 2018 the applicant met with City staff to discuss possible development of the property. The applicant desired to construct a mixed-use subdivision containing single-family, two-family and multiple-family dwellings. Staff indicated that a PUD zoning designation is best suited for a subdivision that contains a variety of housing types. Staff did express concerns with two-family or multi-family dwellings on the property and indicated there would likely be opposition to any land use other than single-family detached housing.
4. The PUD zoning district is a special purpose district that is intended to encourage the unified design of subdivisions. The district provides for flexibility in the location of different land uses within a subdivision. Examples of PUD developments in Raymore are Creekmoor and Foxwood Springs.
5. The PUD zoning designation provides numerous benefits to the applicant, the public, and the City. A PUD application requires a Preliminary Plan to be

submitted with the rezoning application, providing detailed information about the request to rezone. A Memorandum of Understanding is also required, which clearly defines the responsibilities of the developer and of the City regarding the development. The MOU provides additional protection to the public by ensuring what is discussed in the application and at the public meetings is what is developed.

6. In October of 2018 the developer submitted a second conceptual plan for the subdivision. 491 units were proposed. Staff again expressed concern on including multiple-family and two-family dwellings in the request.
7. In May of 2019 staff met with the applicant and discussed a new subdivision plan. The applicant reduced the total number of proposed dwelling units to 400.
8. The request to reclassify the zoning of the property to PUD was filed in June of 2020. The initial preliminary plan identified 376 single-family dwelling units.
9. In June of 2020 a revised preliminary plan was submitted that included a 10-acre parkland dedication area and an overall reduction to 330 single-family dwelling units. This preliminary plan is what was reviewed at the Good Neighbor meeting held on July 8, 2020.
10. Subsequent to the Good Neighbor meeting, and after consideration of staff review comments on the revised preliminary plan, the applicant submitted a final preliminary plan that reduced the total number of dwelling units to 320.
11. On July 22, 2020 the applicant filed a request to place a hold on review of the application. The applicant needed additional time to compile all of the documents necessary to proceed forward to the Planning and Zoning Commission with the review of the PUD application.
12. On August 13, 2020 the applicant amended the application and changed the request from a PUD designation to the "R-1P" Single-Family Residential Planned District designation. A request for R-1P does not include the requirement to submit a Preliminary Plat with the application. Under R-1P, the zoning can be considered separate from the Preliminary Plat. Subsequent to obtaining the R-1P designation the developer would be required to file a Preliminary Plat that would then proceed through the entire review process, including a new Good Neighbor meeting. This change in request from PUD to R-1P provides the applicant additional time for the applicant to gather all of the information required to submit a Preliminary Plat for review.
13. With the new request to rezone to R-1P, there is no preliminary plan to review or consider. The rezoning request should focus on discussion of the most appropriate land use for the property. Details on the number of lots, lot sizes,

home sizes, home values, access points, open space, parkland dedication, and similar aspects of any future development are not appropriate discussion items at this time. There are also no details yet on stormwater runoff or provision of utilities. All of these items are more appropriately reviewed and discussed when a Preliminary Plat application is submitted.

14. The “P” Planned District Overlay is intended to provide latitude and flexibility in the location of buildings, open spaces, and roads. The Planning and Zoning Commission may permit deviations from requirements of the Unified Development Code where it is deemed that amenities will be gained to the extent that a higher quality development is produced.

15. In exchange for the flexibility provided under the Planned District, the development must provide amenities in accordance with the following menu:

Menu of Planned District Design Elements and Amenities	
Housing Diversity.	
Developments that include a residential component must provide ALL of the following:	
Multiple Front Elevations	At least one distinct front building elevation per 10 dwelling units for each housing type (detached single-family, attached single-family, two-family, and/or multi-family dwellings). The required number of distinct front elevations shall be rounded up to the nearest whole number (e.g. developments with 21-29 dwelling units must offer a minimum of 3 different front elevations). The maximum number of required front elevations for each housing type within a development need not exceed six.
Variety in Building Materials	More than one exterior building material must be offered for at least one housing model for single and two-family homes (e.g. vinyl siding, brick, stone, stucco, etc.)
Variety in Garage Design	Where more than one front elevation is required for developments that include detached single-family, attached single-family, and/or two-family dwelling units, a minimum of one floor plan designed with at least one of the following garage designs: <ul style="list-style-type: none"> • Recessed, front-loaded (a minimum 8-foot setback from front façade) • Rear-loaded • Side-loaded, or • Detached garages
Residential Amenities.	
Developments that include a residential component must provide at least one amenity from each group installed at the same time as the public improvements:	
Group 1 Active Recreation Amenities	Golf course
	Athletic fields, basketball court or tennis courts
	Swimming pool that is at least 1000 square feet in surface area
	Club house or community building that includes exercise rooms, meeting rooms, and/or sheltered picnic facilities
Group 2 Passive Recreation Amenities	Playground/tot lot
	Historically significant buildings, structures or other historic resource
	Bike or pedestrian pathways in addition to required public sidewalks and bike paths, in compliance with the City’s Transportation Plan and Park Master Plan. Credit will be given for trails required by the Growth Management Plan.
	Nature trails, boardwalks or piers that provide access to preserved natural areas and features or historically significant resources
	Gazebo

Group 3 Natural Features and Open Space Amenities	Preservation of natural features that exceed the size of those that would be required to be preserved by other local, County, State or Federal ordinances or requirements, by at least 25 percent. Examples include wetlands, floodplains, stream corridors, steep slopes, grasslands and woodlands
	Open space in excess of one acre in area that preserves native plant communities or wildlife habitat
	Natural stormwater detention design that utilizes native plant materials
	Widened landscape buffer widths of at least 30 feet and a minimum of 50 percent increase in plant materials required by Section 445.0301.4
	Public art such as sculptures located within common open space
	Street trees

16. The Preliminary Plat and Memorandum of Understanding will ensure that the specific standards are met by the applicant.

17. The applicant is requesting the following deviations from the R-1 development standards that would normally apply:

	R-1	R-1P
Minimum Lot Area		
square feet	8,400	6,000
Minimum Lot Width (feet)	70	50
Minimum Lot Depth (feet)	100	100
Yards, Minimum (feet)		
front	30	25
rear	30	25
rear, lots adjacent to stream buffer	30	20
side	10	7
side, corner lot	30	15
Maximum Building Height (feet)	35	35
Maximum Building Coverage (%)	30	45

18. The uses permitted in the R-1 and R-1P districts are as follows:

Use	A	R-1	Use Standard
RESIDENTIAL USES			
Household Living			
Single-family Dwelling, Detached (conventional)	P	P	
Manufactured Home Residential – Design	S	S	Section 420.010D
Single-family Dwelling, Attached	–	–	Section 420.010A
Two-family Dwelling (Duplex)	–	–	
Multi-family Dwelling (3+ units)	–	–	Section 420.010A
Apartment Community	–	–	Section 420.010A
Cluster Residential Development	S	S	Section 420.010B
Manufactured Home Park	–	–	Section 420.010C
Employee Living Quarters	P	–	
Accessory Dwelling, Attached	S	S	Section 420.050E
Accessory Dwelling, Detached	S	S	Section 420.050E

Group Living			
Assisted Living	-	-	
Group Home	S	S	Section 420.010E
Nursing Care Facility	-	-	
Transitional Living	-	-	
Group Living Not Otherwise Classified	-	C	
PUBLIC AND CIVIC USES			
Cultural Exhibit or Library	C	C	
Government Buildings and Properties	C	C	
Place of Public Assembly	C	C	
Public Safety Services	C	C	
Religious Assembly	P	P	
School	P	P	
Utilities			
Major	C	C	
Minor	P	P	
COMMERCIAL USES			
Animal Services			
Kennel	C	-	Section 420.030E

Use	A	R-1	Use Standard
Day Care			
Day Care Home	S	S	Section 420.030C
Entertainment and Spectator Sports			
Indoor	C	-	
Outdoor	C	-	
Funeral and Interment Services			
Cemetery	C	C	
Funeral Home	-	-	
Lodging			
Bed and Breakfast	S	-	Section 420.030H
Medical Marijuana Cultivation Facility	P	-	Section 420.030N
Sports and Recreation, Participant			
Outdoor	C	C	
Indoor	C	-	
OTHER USES			
Accessory Uses	S	S	Section 420.050
Agricultural Uses			
Farming	P	-	
Boarding Stables and Riding Schools	C	-	Section 420.040A
Home Occupation	S	S	Section 420.040B
Parking			
Accessory Parking	P	P	
Wireless Communication Facility			Section 420.040C
Colocated	S	S	

19. The Preliminary Plan submitted with the initial PUD zoning request was submitted to the administration of the Raymore-Peculiar School District for review and comment. The school district indicated they were “aware of the development and do not have any concerns”.

ENGINEERING DIVISION RECOMMENDATION

See attached memorandum.

PLANNING COMMISSION PROPOSED FINDINGS OF FACT

Under Section 470.020 of the Unified Development Code, the Planning and Zoning Commission and City Council is directed concerning its actions in dealing with a rezoning request. Under 470.020 (G) (1) the Planning and Zoning Commission and City Council is directed to make findings of fact taking into consideration the following:

1. **the character of the surrounding neighborhood, including the existing uses and zoning classification of properties near the subject property;** The character of the surrounding neighborhood is single-family residential, undeveloped residential areas, and parkland.
2. **the physical character of the area in which the property is located;** The physical character of the area in which the property is located is a mixture of rural residential to the east, residential (Creekmoor) to the north and west, parkland (Hawk Ridge Park) to the south, and undeveloped residential land and residential land (Madison Creek) and a 10-acre single-family residence/farm to the south.
3. **consistency with the goals and objectives of the Growth Management Plan and other plans, codes and ordinances of the City of Raymore;** The Growth Management Plan identifies this property as appropriate for low density residential development.

The proposed rezoning of the property to the R-1P designation is consistent with the low density residential land use designation.

4. **suitability of the subject property for the uses permitted under the existing and proposed zoning districts;** The current use and zoning of the property is agricultural. The property is surrounded by existing development and the long-term use of the property for agricultural purposes is unrealistic.

The uses permitted under the proposed district are suitable for the property. The uses would be consistent with uses on land to the east, north, south and west.

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

The trend of development near the subject property has been for single-family residential development. Creekmoor recently opened a new phase on the north side of 163rd Street, directly north of the proposed area for rezoning. Creekmoor is developing additional single-family homes on smaller lots on the west side of N. Madison Street.

Many of the surrounding properties have been rezoned from "A" Agricultural district to various residential zoning districts, including PUD to the north and west, R-1 to the south, and RE to the east.

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

The proposed zoning map amendment would not detrimentally affect the surrounding properties. The subject property has been planned for low density residential development for several decades. The property is ripe for infill residential development.

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

Adequate public infrastructure is available to serve the site, or will be available at the time development of the property occurs. There is existing water and sanitary sewer infrastructure to serve the property. The adjacent road network can adequately serve the site, and the extension of 163rd Street east to Madison Street, and extension of Sunset Lane through the property, will provide an excellent road network for the subdivision.

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

The property is currently suited for agricultural use. Agricultural use is not the highest and best use of the land as the land is completely surrounded by residential development.

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

The property has remained vacant since it was incorporated into the City.

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

The proposed zoning map amendment is in the public interest. Infill residential development is a sound use for the property. Infrastructure has been installed to allow for development of the property. Raymore is growing and new lots are needed to meet the demand for new housing options in the City.

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

There will be no gain to the public health, safety and welfare of the community as a result of the denial of the application. Future development of the property is imminent. The land is completely surrounded by residential development. Restricting the use of the property to agriculture provides limited benefits to the City.

REVIEW OF INFORMATION AND SCHEDULE

<u>Action</u>	<u>Planning Commission</u>	<u>City Council 1st</u>	<u>City Council 2nd</u>
Public Hearing	September 15, 2020	September 28, 2020	October 12, 2020

STAFF RECOMMENDATION

The subject property has been planned for low density single-family development for over 25 years. The request and proposed development is a textbook application of infill housing. The property has existing single-family developments to the north, south, and west and has large-lot single-family properties to the east. There is an existing and proposed street network that makes the property ideal for residential development. Water and sanitary sewer have already been provided to the site. Proximity to Hawk Ridge Park and Creekmoor Elementary School makes the property a prime location for families to live.

City Staff recommends the Planning and Zoning Commission accept the staff proposed findings of fact and forward Case #20010, rezoning of 155 ± acres from "A" Agricultural District to "R-1P" Single-Family Residential Planned District to City Council with a recommendation of approval.

PLANNING AND ZONING COMMISSION RECOMMENDATION

The Planning and Zoning Commission, at its September 15, 2020 meeting, voted 8-0 to accept the staff proposed findings of fact and forward Case #20010,

rezoning of 155 ± acres from "A" Agricultural District to "R-1P" Single-Family Residential Planned District, to City Council with a recommendation of approval.

To: Planning and Zoning Commission

From: Department of Public Works

Date: January 28, 2020

RE: Parkside Rezoning

The Public Works and Engineering Department has reviewed the application for Parkside, and offers the following comments:

Project Location: The development is located west of Madison Street and south of 163rd Street.

Adequate Public Facilities:

Sanitary Sewer System - The project will be served by an existing gravity sewer that is located on the property.

Water System - The project is served by existing water main and by the extension of a trunk water main along 163rd Street. There is sufficient flow for the development.

Storm Water System/Water Quality - The development proposes to control runoff through a combination of underground conduits and detention basins.

Transportation - The site will be served by a local road network and by the extension of 163rd Street which will connect to Foxridge Drive and Madison Street. The existing and proposed transportation system has adequate capacity to support this development.

Summary: The Public Works department has determined that the plans and specifications comply with the standards adopted by the City of Raymore with the above recommendations and that the existing facilities are of adequate size and capacity to support the proposed development.

Planning and Zoning Commission
Meeting Minutes Excerpt
September 15, 2020

7. New Business -

a. Case #20010 - Park Side Rezoning A to R-1P (public hearing)

Public hearing opened at 7:04 pm.

Joe Duffy, applicant and developer, presented the project stating that he had originally proposed multi-family on the property. However, he was discouraged by staff and went to an entire single family development. He envisions the area to be similar to what is there in Creekmoor and at prices starting at \$350,000 and higher.

Development Services Director Jim Cadoret presented the staff report stating the request is the rezoning of 155 acres located west of N. Madison Street, south of 163rd Street, from "A" Agricultural District to "R-1P" Single-Family Planned Residential District. The Growth Management Plan has designated this area as suitable for low density development since 1995. The extension of Sunset Lane, approved through the G.O. Bond, will bisect the property nearly in half and has always been part of the City's plan. Seventeen residents attended the Good Neighbor meeting on July 8th, 2020. Mr. Cadoret shared the timeline for the project starting with an initial meeting in 2018 with a project that would have mixed use of two-family and single-family. Because of this mixed use, the "PUD" Planned Unit Development District zoning classification was identified as the most appropriate zoning and is similar to what Creekmoor originally brought forth. In May 2019 another version of the plan was brought forth and showed a reduction of residences. Mr. Duffy then brought forth a revised single-family only plan in 2020 and wanted to move forward with a rezoning and preliminary plan. This preliminary plan was brought to the Park Board in June as well as to the Good Neighbor Meeting. The following month, July, had the applicant place the project on hold in order to get all the necessary studies and jurisdictional letters in place. Waiting for these documents would cause a significant delay. Therefore the applicant asked to change from a PUD to a R-1P zoning. This would maintain the single family development but did not require a preliminary plan to be subsequently prepared since the mandatory studies and letters were not yet ready. Due to the applicant now requesting only a rezoning, the preliminary plan is no longer being considered at this time. The "P" - planned' aspect of this development does allow for a change in the lot dimensions, and Mr. Duffy is proposing a smaller minimum lot width in some of the lots at only 55-foot width which is similar to Eastbrook at Creekmoor to the North, which has 40-foot lot widths. Lastly, the school district has also seen the rezoning request and potential number of new homes and does not have any concerns with the development. Similarly the Engineering Department does not foresee any issues with the request.

Mr. Cadoret indicated that staff recommends the Planning and Zoning Commission accept the staff proposed findings of fact and forward case #20010 - Park Side Rezoning A to R-1P to the City Council with a recommendation of approval.

Chairman Faulkner provided an opportunity for any public present to speak.

Sarah Locke, 404 S. Sunset, had questions regarding the stormwater studies, where the tributary is going to be, and stated that the neighbor to the south of the property is agriculture and has no buffer,

how would that be addressed? She also asked if this was part of the Growth Management Plan and if we are supporting businesses instead of residents.

Kenny Pfeiler, 806 N. Madison, stated that he moved here 3 years ago and raises pigs, chickens and rabbits. Seven homes would abut his property and he wondered if the smells and noises from his family farm would bother those people and suddenly there would be several complaints against him. He also wanted to know about the stormwater on N. Madison and the east side specifically. His family moved to Raymore for the small town feel.

Bradley Quest, 1116 N. Madison, asked about the timeline for completion of 163rd Street and if there are any improvements scheduled for Madison at Gore? He also wanted to know a timeline for the dog park.

Public Works and Engineering Director Mike Krass stated that the stormwater would be addressed with the preliminary plat and the developer would be required to follow the Unified Development Code. 163rd Street has a portion that is up to Creekmoor development to finish with Cooper Communities, however the city will complete 163rd at Sunset as part of the G. O. Bond that was recently passed. The City will look into the intersection at Madison and 163rd Street to see what improvements are needed, however there is very limited right-of-way and in some areas that is only 22 feet. The road is a two lane road but it still has plenty of capacity.

Mr. Cadoret answered that the Growth Management Plan shows single-family low density for the area going back to 1995 which is before Creekmoor was started. People will also be knowingly buying next to a family farm and the City is less sympathetic when people complain if they have bought the property knowing what to expect. The City acknowledges who was there first. As a City we want to grow and we don't have commercial visibility off of the highway. Rooftops and houses ultimately help us get more commercial. The City only recently surpassed 20,000 population which helps us attract businesses and office buildings. In terms of the dog park, the future development of the park goes through a similar process with public engagement.

The public hearing was closed at 7:39 pm.

Commissioner Bowie asked for an example of R-1 versus R-1P. Mr. Cadoret responded that Madison Creek is R-1 whereas Eagle Glen and Brookside are R-1P. There are not any recent rezonings to R-1P and the City has not yet utilized the menu of amenities that R-1P now requires.

Commissioner Urquilla asked if the proposed use is single-family from the Growth Management Plan, then why would the City have let it remain agriculturally zoned. Mr. Cadoret responded that the City typically does not initiate rezonings, although that did happen on the east side of N. Madison Street where the area was rezoned to Residential Estate because of how the land was already being used. City Attorney Jonathan Zerr stated that the City does not initiate rezonings and the owner wouldn't appreciate a forced rezoning.

Commissioner Acklin asked if the smells and potential complaints from the farm would be addressed by the City. Mr. Cadoret answered that the City knows who was there first and sympathy to new neighbors would be limited. It is a current known when buying those lots that would back up to a farm.

Commissioner Wiggins asked if the reference menu of amenities and smaller lot sizes must follow the menu. Mr. Cadoret stated yes the applicant needed to follow the list and will provide the necessary amenities required by a Planned development rezoning.

Commissioner Fizer asked if the preliminary plat would be coming forward to the Planning Commission for approval. Mr. Cadoret replied that yes it would be and it would be a public hearing and Good Neighbor meeting as well.

Commissioner Wiggins asked if the preliminary plat did not go through would the rezoning revert back to agriculture. Mr. Cadoret explained that if the rezoning is approved, even if the preliminary plat is not approved, the property would stay R-1P zoning.

Motion by Commissioner Urquilla, Seconded by Commissioner Bowie, to accept the staff proposed findings of fact and forward Case #20010 - Park Side Rezoning from A to R-1P to City Council for approval.

Vote on Motion:

Chairman Faulkner	Aye
Commissioner Wiggins	Aye
Commissioner Bowie	Aye
Commissioner Acklin	Aye
Commissioner Fizer	Aye
Commissioner Petermann	Aye
Commissioner Urquilla	Aye
Commissioner Mansur	Absent
Mayor Turnbow	Aye

Motion passed 8-0-0.



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: Sept. 28, 2020

SUBMITTED BY: Jim Cadoret

DEPARTMENT: Development Services

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

TITLE / ISSUE / REQUEST

Bill 3573: 32nd Amendment to the Unified Development Code

STRATEGIC PLAN GOAL/STRATEGY

2.1.4: Review and expand strategies that promote and enforce code requirements.

FINANCIAL IMPACT

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

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
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STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:	Planning and Zoning Commission
Date:	9/1/2020
Action/Vote:	Approved 9-0

LIST OF REFERENCE DOCUMENTS ATTACHED

Staff Report Planning and Zoning Commission meeting minutes excerpt
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REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

The 32nd amendment to the Unified Development Code establishes the regulations for wireless carriers to install small wireless facilities within the City right-of-way and upon private property. The facilities are typically attached to City utility and light poles and provide the infrastructure for wireless carriers to provide 5G services.

The proposed ordinance is compliant with the Uniform Small Wireless Facility Deployment Act approved by the Missouri Legislature in 2018 and follows the model ordinance drafted by the Missouri Municipal League.

BILL 3573

ORDINANCE

“AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, ESTABLISHING PROCEDURES AND REQUIREMENTS RELATING TO CONSTRUCTION AND DEPLOYMENT OF SMALL WIRELESS FACILITIES.”

WHEREAS, the City has previously regulated the construction and deployment of Wireless Facilities through a variety of ordinances and practices; and

WHEREAS, the General Assembly of the State of Missouri determined that policies intended to encourage and streamline the deployment of Small Wireless Facilities and to help ensure that robust and dependable wireless radio-based communication services and networks are available throughout the State of Missouri is a matter of legitimate statewide concern; and

WHEREAS, in HB 1991 (Sections 67.5110 to 67.5121, RSMo.) (the “Uniform Small Wireless Facility Deployment Act” or the “Act”), the General Assembly adopted a uniform statewide framework for the deployment of Small Wireless Facilities and utility poles in the State of Missouri; and

WHEREAS, in the Act, the General Assembly directs an Authority, defined to include a Missouri municipality, to adopt an ordinance or develop an agreement that makes available to wireless providers rates, fees and other terms that comply with the provisions of the Act; and

WHEREAS, it is determined by the City Council of the City of Raymore that it is in the best interests of the City, its residents and businesses to enact an ordinance to establish a uniform and efficient approach to handling requests for the deployment of Small Wireless Facilities and utility poles in order to implement the requirements of the Act directed at the City; and

WHEREAS, after a public hearing was held on September 1, 2020, 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 September 28, 2020, 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. Section 405.020H of the Unified Development Code is hereby amended as follows:

Section 405.020 Use Table

H. Use Standards

The “Use Standard” column in the use table provides a cross-reference to additional standards that apply to some uses, whether or not they are allowed as a permitted use, use subject to special conditions or conditional use.

Use	A	RE	RR	R-1A	R-1	R-1.5	R-2	R-3	R-3A	R-3B	PR	Use Standard
OTHER USES												
Wireless Communication Facility												
Co-located	S	S	S	S	S	S	S	S	S	S	S	Section 420.040C
Small Wireless Facility	S	S	S	-	-	-	S	S	S	S	S	Section 420.040C

Section 2. Section 410.020H of the Unified Development Code is hereby amended as follows:

Section 410.020 Use Table

H. Use Standards

The “Use Standard” column in the use table provides a cross-reference to additional standards that apply to some uses, whether or not they are allowed as a permitted use, use subject to special conditions or conditional use.

Use	PO	C-1	C-2	C-3	BP	M1	M2	PR	Use Standard
COMMERCIAL USES									
Wireless Communication Facility									
Freestanding	-	-	S	S	S	S	S	S	Section 420.040C
Co-located	S	S	S	S	S	S	S	S	Section 420.040C
Small Wireless Facility	S	S	S	S	S	S	S	S	Section 420.040C

Section 3. Section 420.040C1 is hereby amended as follows:

CHAPTER 420: USE REGULATIONS

SECTION 420.040: USE-SPECIFIC STANDARDS, OTHER USES

C. Wireless Telecommunications Facilities

The regulations contained in this Section have been developed in accordance with the general guidelines set forth in the Federal Telecommunications Act of 1996 and the Uniform Small Wireless Facility Deployment Act.

1. Applicability

a. Pre-existing Towers and Antennas

Except as otherwise noted, the requirements of this section apply to all new wireless telecommunications facilities, any portion of which is located within the City of Raymore. Any towers and/or antennas legally existing and in use prior to adoption of this section will be allowed to continue as a nonconforming use. This section will not preclude the routine maintenance, repair and/or replacement of antennas on pre-existing towers. Any such towers or antennas will be referred to in this section as "pre-existing towers" or "pre-existing antennas."

b. District Height Limitations

The requirements set forth in this section govern the location of towers and alternative support structures and/or antennas that are installed at a height in excess of 20 feet. Zoning district height limitations as specified in bulk and dimensional standards tables do not apply.

c. Public Property

Existing antennas or towers located on property owned, leased or otherwise controlled by the City are exempt from the requirements of this section, provided a license or lease authorizing the antenna or tower has been approved by the City Council.

d. Enclosed Wireless Systems

Wireless telecommunications facilities that are completely within an existing structure, with no visible evidence of the telecommunications facilities and do not use a telecommunications tower or an alternative support structure are exempt from this section.

e. Small Wireless Facilities

Wireless telecommunications facilities defined by this Code as small wireless facilities are regulated under Section 420.040C8.

Section 4. Section 420.040C is hereby amended in the City of Raymore Code of Ordinances with the addition of the following language:

C. Wireless Telecommunications Facilities

8. Small Wireless Facilities

a. Applicability

To the extent permitted by law, this Section shall apply to all Persons desiring to construct, operate, or maintain Small Wireless Facilities within the City.

b. Definitions

For the purposes of this Section, the following terms, phrases, words, and abbreviations shall have the meanings given herein, unless otherwise expressly stated.

"Antenna", communications equipment that transmits or receives electromagnetic radio frequency signals used in the provision of wireless services;

"Applicable Codes", uniform building, fire, electrical, plumbing, or mechanical codes adopted by the City to prevent physical property damage or reasonably foreseeable injury to persons;

"Applicable Law," state and federal law and regulation applicable to the construction, installation, deployment or Collocation of Wireless Facilities and Utility Poles, including those laws and regulations of general applicability that do not apply exclusively to Wireless Facilities or Wireless Providers such as local ordinances and state law relating to use of Right-of-Way;

"Applicant", any person who submits an application and is a wireless provider;

"Application", a request submitted by an applicant to the City for a permit to collocate small wireless facilities on a utility pole or wireless support structure, or to approve the installation, modification, or replacement of a utility pole;

"City Utility Pole", means a utility pole, as defined below,

owned, managed, or operated by or on behalf of the City;
except municipal electric utility distribution poles or facilities;

“Collocate” or “Collocation”, to install, mount, maintain, modify, operate, or replace small wireless facilities on or immediately adjacent to a wireless support structure or utility pole, provided that the small wireless facility antenna is located on the wireless support structure or utility pole;

“Decorative Pole”, a City Utility Pole that is specially designed and placed for aesthetic purposes;

“Fee”, a one-time, non recurring charge;

"Historic district", a group of buildings, properties, or sites that are either listed in the National Register of Historic Places or formally determined eligible for listing by the Keeper of the National Register, the individual who has been delegated the authority by the federal agency to list properties and determine their eligibility for the National Register, in accordance with Section VI.D.1.a.i-v of the Nationwide Programmatic Agreement codified at 47 C.F.R. Part 1, Appendix C, or are otherwise located in a district made subject to special design standards adopted by a local ordinance or under state law as of January 1, 2018, or subsequently enacted for new developments;

"Micro wireless facility", a small wireless facility that meets the following qualifications:

(a) Is not larger in dimension than twenty-four inches in length, fifteen inches in width, and twelve inches in height; and

(b) Any exterior antenna no longer than eleven inches;

“Small Wireless Facility Permit”, a written authorization from the City Public Works Director to collocate Small Wireless Facilities in or outside the Right-of-Way, or to install, replace, maintain or operate a Utility Pole inside the Right-of-Way for any purpose;

"Rate", a recurring charge;

"Right-of-Way", the area on, below, or above a public roadway, highway, street, sidewalk, alley, or similar property used for public travel, but not including a federal interstate highway, railroad right-of-way, or private easement;

"Small Wireless Facility", a wireless facility that meets both of the following qualifications:

(1) Each wireless provider's antenna could fit within an enclosure of no more than six cubic feet in volume; and

(2) All other equipment associated with the wireless facility, whether ground or pole mounted, is cumulatively no more than twenty-eight cubic feet in volume, provided that no single piece of equipment on the utility pole shall exceed nine cubic feet in volume; and no single piece of ground mounted equipment shall exceed fifteen cubic feet in volume, exclusive of equipment required by an electric utility or municipal electric utility to power the small wireless facility.

The following types of associated ancillary equipment shall not be included in the calculation of equipment volume: electric meter, concealment elements, telecommunications demarcation box, grounding equipment, power transfer switch, cut-off switch, and vertical cable runs and related conduit for the connection of power and other services;

"Technically feasible", by virtue of engineering or spectrum usage, the proposed placement for a small wireless facility or its design or site location can be implemented without a reduction in the functionality of the small wireless facility;

"Utility Pole", a pole or similar structure that is or may be used in whole or in part by or for wireline communications, electric distribution, lighting, traffic control, signage, or a similar function, or for the collocation of small wireless facilities;

"Wireless Facility", equipment at a fixed location that enables wireless communications between user equipment and a

communications network, including equipment associated with wireless communications and radio transceivers, antennas, coaxial or fiber-optic cable, regular and backup power supplies, and comparable equipment, regardless of technological configuration. The term includes small wireless facilities. The term does not include:

- (1) The structure or improvements on, under, or within which the equipment is collocated;
- (2) Coaxial or fiber-optic cable between wireless support structures or utility poles;
- (3) Coaxial or fiber-optic cable not directly associated with a particular small wireless facility; or
- (4) A wireline backhaul facility.

“Wireless Infrastructure Provider”, any person, including a person authorized to provide telecommunications service in the state, that builds or installs wireless communication transmission equipment or wireless facilities but that is not a wireless services provider;

“Wireless Provider”, a wireless infrastructure provider or a wireless services provider;

“Wireless Services”, any services using licensed or unlicensed spectrum, including the use of wifi, whether at a fixed location or mobile, provided to the public using wireless facilities;

“Wireless Services Provider”, a person who provides wireless services;

“Wireless Support Structure”, an existing structure, such as a monopole or tower, whether guyed or self-supporting, designed to support or capable of supporting wireless facilities; an existing or proposed billboard; an existing or proposed building; or other existing or proposed structure capable of supporting wireless facilities, other than a structure designed solely for the collocation of small wireless facilities. Such term

shall not include a utility pole.

"Wireline backhaul facility", a physical transmission path, all or part of which is within the right-of-way, used for the transport of communication data by wire from a wireless facility to a network.

c. General Standards:

1. Neither the City, nor any person owning, managing, or controlling City Utility Poles, shall enter into an exclusive arrangement with any person for use or management of the Right-of-Way for the Collocation of Small Wireless Facilities or the installation, operation, marketing, modification, maintenance, management, or replacement of City Utility Poles within the Right-of-Way, or for the right to attach to such City Utility Poles within the Right-of-Way.
2. The City, in applying the provisions of this Section, will act in a competitively neutral manner with regard to other users of the Right-of-Way.
3. Nothing in this Section limits the ability of the City to require an Applicant to obtain one or more permits of general applicability that do not apply exclusively to Wireless Facilities in addition to the Permit required by this Section in order to Collocate a Small Wireless Facility or install a new, modified, or replacement Utility Pole associated with a Small Wireless Facility.
4. The City may require a Permit under Applicable Codes, existing City ordinances, or this Section, with reasonable conditions, for work in a Right-of-Way that will involve excavation, affect traffic patterns, obstruct traffic in the Right-of-Way, or materially impede the use of a sidewalk.
5. A Small Wireless Facility must comply with reasonable, objective, and cost-effective concealment or safety requirements determined by the City.
6. Subject to Section 430.040C8d8, and except for facilities excluded from evaluation for effects on historic properties under 47 C.F.R. Section 1.1307(a)(4) of the

Federal Communications Commission rules, the City may require reasonable, technically feasible, nondiscriminatory, and technologically neutral design or concealment measures, published in advance, for Small Wireless Facilities or Utility Poles placed in a Historic District. Any such design or concealment measures shall not have the effect of prohibiting any Wireless Provider's technology, nor shall any such measures be considered a part of the Small Wireless Facility for purposes of the size restrictions in the definition of Small Wireless Facility.

7. Right-of-Way users, upon adequate notice and at the facility owner's own expense, shall relocate facilities as may be needed in the interest of public safety and convenience.
8. Except as otherwise provided in this Section and Applicable Law, in reviewing applications for Small Wireless Facilities, Wireless Support Structures and Utility Poles, the City will exercise zoning, land use, planning, and permitting authority within its territorial boundaries.
9. Nothing in this Section shall be interpreted to impose any new requirements on cable providers for the provision of such service.
10. Small Wireless Facilities or Utility Poles constructed or operational before August 28, 2018, which were approved by the City by permit or agreement may remain installed and be operated under the requirements of this Section.

d. Permitting Provisions:

1. Permit Requirements – Inside the Right-of-Way.

Any Person desiring to Collocate Small Wireless Facilities, or to install, replace, maintain or operate a Utility Pole, inside the Right-of-Way must first apply for and obtain a Permit, in addition to any other required permit, license, or authorization that is generally applicable and does not apply exclusively to Wireless Facilities.

- a. The Collocation of Small Wireless Facilities and the installation, maintenance, modification, operation, and replacement of Utility Poles along, across, upon, and under the Right-of-Way is not subject to zoning review or approval; except that the placement of new or modified Utility Poles in the Right-of-Way in areas zoned single-family residential or as historic as of August 28, 2018, remain subject to any applicable zoning requirements that are consistent with §§ 67.5090 to 67.5103, RSMo.
- b. Small Wireless Facilities and Utility Poles shall be installed and maintained so as not to obstruct or hinder the usual travel, including pedestrian travel, or public safety on the Right-of-Way or obstruct the legal use of the Right- of-Way by the City or other authorized Right-of-Way users.
- c. A new, replacement, or modified Utility Pole installed in the Right-of-Way shall not be subject to zoning requirements so long as the Utility Pole does not exceed the greater of ten feet in height above the tallest existing Utility Pole in place as of January 1, 2019 located within five hundred feet of the new Utility Pole in the same Right-of-Way, or fifty feet above ground level. A new, modified, or replacement Utility Pole that exceeds these height limits shall be subject to applicable City zoning requirements that apply to other Utility Poles, and that are consistent with Sections 67.5090 to 67.5103, RSMo.
- d. New Small Wireless Facilities in the Right-of-Way shall not extend more than ten feet above an existing Utility Pole in place as of August 28, 2018.
- e. Small Wireless Facilities on a new Utility Pole shall not extend above the height permitted for a new Utility Pole in Section 420.040C8d1c above.
- f. A Wireless Provider shall be permitted to replace

Decorative Poles when necessary to Collocate a Small Wireless Facility, but any replacement pole shall reasonably conform to the design aesthetics of the Decorative Pole or Poles being replaced. The term 'reasonably conform' as used herein, shall mean that the design aesthetics of the replacement pole shall be as nearly identical to the Decorative Pole replaced as is feasible. The City Public Works Director is authorized to determine if the replacement pole reasonably conforms, based upon the reasonable objective design standards published in advance by the City.

- g. The City may require replacement of a City Utility Pole that is proposed to be used for a Collocation on a nondiscriminatory basis for reasons of safety and reliability, including a demonstration that the Collocation would make the City Utility Pole structurally unsound.

2. Permit Requirements – Outside the Right-of-Way.

- a. The Collocation of Small Wireless Facilities in or on property not zoned primarily for single-family residential use is not subject to zoning review or approval.
- b. The City will allow Collocation of Small Wireless Facilities on City Wireless Support Structures and City Utility Poles that are located on City property outside the right-of-way to the same extent, if any, that it allows access to such structures for other commercial projects or uses. Any such Collocations shall be subject to reasonable and nondiscriminatory rates, fees, and terms as provided in an agreement between the City and the Wireless Provider, and not otherwise governed by this Section.
- c. The City shall not enter into an exclusive agreement with a Wireless Provider concerning City Utility Poles or City Wireless Support

Structures that are located on City property outside the Right-of-Way, including stadiums and enclosed arenas, unless the agreement meets the following requirements:

1. The Wireless Provider provides service using a shared network of Wireless Facilities that it makes available for access by other Wireless Providers on reasonable and nondiscriminatory rates and terms that shall include use of the entire shared network, as to itself, an affiliate, or any other entity; or,
2. The Wireless Provider allows other Wireless Providers to Collocate Small Wireless Facilities on reasonable and nondiscriminatory rates and terms, as to itself, an affiliate, or any other entity.

3. Permit Process for an Applicant seeking to construct Small Wireless Facilities in or outside the Right-of-Way, or to install, replace, maintain or operate a Utility Pole inside the Right-of-Way.

- a. An Applicant seeking to Collocate Small Wireless Facilities in or outside the Right-of-Way, or to install, replace, maintain or operate a Utility Pole inside the Right-of-Way, must first submit an Application for a Permit to the Public Works Director. The Public Works Director shall design and make available to Applicants a standard Application form, consistent with the provisions of this Section which all Applicants must use in order to accomplish the purposes of this Section. Except for the requirements in Section 420.040C8d3b2 below, an Applicant shall not be required to provide more information to obtain a Permit under this Section than other communications service providers that are not Wireless Providers.
- b. An Application for a Permit shall include the

following:

1. Construction and engineering drawings which demonstrate compliance with the criteria in Section 420.040C8d6;
2. An attestation that the Small Wireless Facilities comply with the volumetric limitations in the definition of Small Wireless Facility;
3. Information on the height of any new, replacement, or modified Utility Pole;
4. Applicable indemnity, insurance, performance bond information required in Section 420.040C8f;
5. An Applicant that is not a Wireless Services Provider must provide evidence of agreements or plans demonstrating that the Small Wireless Facilities will be operational for use by a Wireless Services Provider within one year after the Permit issuance date, unless the City and the Applicant agree to extend this period or if the Applicant notifies the City the delay is caused by lack of commercial power or communications transport facilities. An Applicant that is a Wireless Services Provider must provide this information by attestation.
6. Plans and detailed cost estimates for any make-ready work as needed. The Applicant shall be solely responsible for the cost of any make-ready work; and
7. Projected commencement and termination dates for the Permit, or if such dates are unknown at the time the Permit is issued, a provision requiring the Permit holder to provide the Public Works Director with reasonable advance notice of such dates once they are determined.

4. Fees and Rates. Each such Application shall be

accompanied by payment of fees as listed in the Schedule of Fees and Charges maintained by the Finance Department.

a. General.

1. Any fees collected pursuant to this Subsection will be used only to reimburse the City for its actual incurred costs and will not be used to generate revenue to the City above such costs.
2. The City may not require or accept in-kind services in lieu of any fee.
3. The rates to Collocate on City Utility Poles shall be nondiscriminatory regardless of the services provided by the Collocating Applicant.

b. Application Fee.

1. The total fee for an Application for the Collocation of a Small Wireless Facility on an existing City Utility Pole is listed in the Schedule of Fees and Charges maintained by the Finance Department.
2. An Applicant filing a consolidated Application shall pay a fee as listed in the Schedule of Fees and Charges maintained by the Finance Department.
3. The total fee for an Application for the installation, modification, or replacement of a Utility Pole and the Collocation of an associated Small Wireless Facility shall be as listed in the Schedule of Fees and Charges maintained by the Finance Department.

c. Collocation Rate.

The rate for Collocation of a Small Wireless Facility to a City Utility Pole is as listed in the Schedule of Fees and Charges maintained by the Finance Department.

d. Right-of-Way Permit Fee.

The total fee for a Right-of-Way permit associated with the installation of Small Wireless Facilities in the Right-of-Way is as listed in the Schedule of Fees and Charges maintained by the Finance Department.

5. Timing for Processing of an Application.

- a. Within fifteen (15) days of receiving an Application, the City shall determine and notify the Applicant in writing whether the Application is complete. If an Application is incomplete, the City shall specifically identify the missing information in writing. The processing deadline in Section 420.040C8d5b is tolled from the time the City sends the notice of incompleteness to the time the Applicant provides the missing information. That processing deadline may also be tolled by agreement of the Applicant and the City.
- b. The City shall process and approve or deny an Application for Collocation of a Small Wireless Facility within forty-five (45) days of receipt of the Application. The Application shall be deemed approved if not approved or denied within this forty-five (45) day period.
- c. The City shall process and approve or deny an Application for installation of a new, modified, or replacement Utility Pole associated with a Small Wireless Facility within sixty (60) days of receipt of the Application. The Application shall be deemed approved if not approved or denied within this sixty-day (60) day period.
- d. An Applicant may file a consolidated Application and receive a single Permit for the Collocation of multiple Small Wireless Facilities.
 1. An Application may include up to twenty (20) separate Small Wireless Facilities; provided that they are for the same or materially same design of Small Wireless Facility being Collocated on the same or materially the same type of Utility Pole or Wireless Support Structure, and geographically proximate. The Application shall provide information sufficient for the Public

Works Director to determine whether the Applicant has met the requirements of this Subsection. The Public Works Director shall have discretion to determine whether the Application meets the requirements of this Subsection.

2. If the City receives individual Applications for approval of more than fifty (50) Small Wireless Facilities or consolidated Applications for approval of more than seventy-five (75) Small Wireless Facilities within a fourteen (14) day period, whether from a single Applicant or multiple Applicants, the City may, upon its own request, obtain an automatic thirty (30) day extension for any additional Collocation or replacement or installation Application submitted during that fourteen day period or in the fourteen (14) day period immediately following the prior fourteen (14) day period. The City will promptly communicate its request to each and any affected Applicant.
3. The denial of one or more Small Wireless Facilities in a consolidated Application shall not delay processing or constitute a basis for denial of any other Small Wireless Facilities in the same consolidated Application or the consolidated Application as a whole.
- e. The City shall provide a good faith estimate for any make-ready work necessary to enable a City Utility Pole to support the requested Collocation by a Wireless Provider, including pole replacement if necessary, within sixty (60) days after receipt of a complete Application. Make-ready work, including any pole replacement, shall be completed within sixty (60) days of written acceptance of the good faith estimate and advance payment, if required, by the Applicant.
- f. An Application that is not acted on within the specified time period is deemed approved.
- g. For any Application denied:
 1. The City shall document the complete basis for a denial in writing, and send the documentation to the Applicant on or before the day the City denies the Application.
 2. The Applicant may cure the deficiencies

identified by the City and resubmit the Application within thirty (30) days of the denial without paying an additional application fee.

3. The City shall approve or deny the revised Application within thirty (30) days. Any subsequent review shall be limited to the deficiencies cited in the denial.
- h. The City will not institute, either expressly or de facto, a moratorium on filing, receiving, or processing Applications or issuing Permits or other approvals, if any, for the Collocation of Small Wireless Facilities or the installation, modification, or replacement of Utility Poles to support Small Wireless Facilities.

If doing so would be consistent with 47 U.S.C. § 253(a), particularly as interpreted by the FCC's Declaratory Ruling adopted on August 2, 2018 (FCC 18-111), the City may institute a temporary moratorium on Applications for Small Wireless Facilities and the Collocation thereof for no more than thirty (30) days in the event of a major and protracted staffing shortage that reduces the number of personnel necessary to receive, review, process, and approve or deny applications for the Collocation of Small Wireless Facilities by more than fifty (50) percent.

6. Denial of an Application. An Application for a proposed collocation of a Small Wireless Facility or installation, modification, or replacement of a Utility Pole otherwise meeting the requirements of Section 420.040C8d1a or 420.040C8d2a may be denied if the action proposed in the Application could reasonably be expected to:

- a. Materially interfere with the safe operation of traffic control equipment or City-owned communications equipment;
- b. Materially interfere with sight lines or clear zones for transportation, pedestrians, or non-motorized

- vehicles;
- c. Materially interfere with compliance with the Americans with Disabilities Act, or similar federal or state standards regarding pedestrian access or movement;
- d. Materially obstruct or hinder the usual travel or public safety on the Right- of-Way;
- e. Materially obstruct the legal use of the Right-of-Way by the City, utility, or other third party;
- f. Fail to comply with Applicable Codes, including nationally recognized engineering standards for Utility Poles or Wireless Support Structures;
- g. Fail to comply with the reasonably objective and documented aesthetics of a Decorative Pole and the Applicant does not agree to pay to match the applicable decorative elements;
- h. Fail to comply with reasonable and nondiscriminatory undergrounding requirements contained in City ordinances as of January 1, 2018, or subsequently enacted for new developments, that require all utility facilities in the area to be placed underground and prohibit the installation of new or the modification of existing Utility Poles in a Right-of-Way without prior approval, provided that such requirements include a waiver or other process of addressing requests to install such Utility Poles and do not prohibit the replacement or modification of existing Utility Poles consistent with Applicable Law or the provision of Wireless Services; or
- i. Any other reason not prohibited by Applicable Law.

7. Approval of an Application.

- a. The Public Works Director shall review each Application for a Permit and, upon determining that 1) the Applicant has submitted all necessary information; 2) there is no basis under Section

420.040C8d7 to deny the Application; and 3) the Applicant has paid the appropriate Fee, the Public Works Director shall issue the Permit.

- b. If the City approves an Application, the Applicant is authorized to:
 - 1. Undertake the installation or Collocation; and
 - 2. Operate and maintain the Small Wireless Facilities and any associated Utility Pole covered by the Permit for a period of not less than ten (10) years, which shall be renewed for equivalent durations so long as they are in compliance with the criteria listed in Section 420.040C8d.
- c. The City may approve a Permit subject to a reservation to reclaim space on the Utility Pole, when and if needed, to meet the Utility Pole owner's core utility purpose or a documented City plan projected at the time of the Application.

8. No Application Required. No Application is required for:

- a. Routine maintenance on previously permitted Small Wireless Facilities;
- b. The replacement of Small Wireless Facilities with Small Wireless Facilities that are the same or smaller in size, weight, and height; or
- c. The installation, placement, maintenance, operation, or replacement of micro wireless facilities that are strung on cables between Utility Poles in compliance with Applicable Codes.

A person performing the permitted acts under this Subsection may be required to provide the City with a description of any new equipment installed so that the City may maintain an accurate inventory of the Small Wireless Facilities at a particular location.

e. Construction Standards:

- 1. The construction, operation, maintenance, and repair of Small Wireless Facilities shall be in accordance with

Applicable Codes and relevant City ordinances pertaining to construction, operation, maintenance, and repair inside or outside the Right-of-Way.

2. All Small Wireless Facilities shall be installed and located with due regard for minimizing interference with the public and with other users of a Right-of-Way, including the City.
3. An Applicant shall not place Small Wireless Facilities where they will damage or interfere with the use or operation of previously installed facilities, or obstruct or hinder the various utilities serving the residents and businesses in the City of their use of any Right-of-Way.
4. Any and all Rights-of-Way disturbed or damaged during the construction of Small Wireless Facilities shall be promptly repaired or replaced by the Applicant to its functional equivalence as existed before the disturbance or damage.
5. Any Wireless Infrastructure Provider, contractor or subcontractor must be properly licensed under laws of the State and all applicable local ordinances.
6. Each Wireless Infrastructure Provider, contractor or subcontractor shall have the same obligations with respect to its work as Wireless Services Provider would have hereunder and Applicable Law if the work were performed by the Wireless Services Provider. The Wireless Services Provider shall be responsible for ensuring that the work of Wireless Infrastructure Providers, contractors or subcontractors is performed consistent with their Permits and Applicable Law, and shall be responsible for promptly correcting any acts or omissions by a Wireless Infrastructure Provider, contractor or subcontractor.

f. Indemnity, Insurance, Performance Bonds:

1. Indemnity.

Wireless Providers shall indemnify and hold the City, its officers and employees harmless against any damage or personal injury caused by the negligence of the Wireless Provider or its employees, agents, or contractors.

2. Insurance.

- a. As part of the Permit process, a Wireless Provider

must provide proof of liability insurance coverage against any damage or personal injury caused by the negligence of the Wireless Provider or its employees, agents, or contractors. The Wireless Provider's liability insurance policy must name the City or its officers and employees as additional insureds.

- b. In the alternative, a Wireless Provider must demonstrate that it has in effect a comparable self-insurance program.

3. Performance Bond.

- a. As part of the Permit process, a Wireless Provider must post a performance bond as listed in the Schedule of Fees and Charges maintained by the Finance Department.
- b. The purpose of the performance bond is to:
 - 1. Provide for the removal of abandoned or improperly maintained Small Wireless Facilities, including those that the City determines need to be removed to protect public health, safety, or welfare;
 - 2. Restore the Right-of-Way in connection with removals of Small Wireless Facilities from the Right-of-Way; and
 - 3. Recoup rates or fees that have not been paid by a Wireless Provider in over twelve months, provided the Wireless Provider has been provided with reasonable notice from the City and has been given the opportunity to cure.
- c. Upon completion of the work associated with the Small Wireless Facilities covered by the performance bond to the satisfaction of the Public Works Director, the Public Works Director shall eliminate the bond or reduce its amount after a time appropriate to determine whether the work performed was satisfactory, which time shall be established by the Public Works Director considering the nature of the work performed.
- d. Recovery by the City of any amounts under the performance bond or otherwise does not limit an

Applicant's duty to indemnify the City in any way, nor shall such recovery relieve an Applicant of its obligations under a Permit or reduce the amounts owed to the City other than by the amounts recovered by the City under the performance bond, or in any respect prevent the City from exercising any other right or remedy it may have.

4. Exemption

Applicants that have at least twenty-five million dollars (\$25,000,000) in assets in the State and do not have a history of permitting noncompliance within the City's jurisdiction shall be exempt from the insurance and bonding requirements otherwise required by this Section. The City may require an Applicant to provide proof by affidavit that its assets meet or exceed this requirement at the time of filing the Application.

g. Miscellaneous Provisions:

1. Compliance With Laws. Each Applicant shall comply with all applicable City ordinances, resolutions, rules and regulations heretofore and hereafter adopted or established, to the extent that they are consistent with state and federal law.

2. Franchises Not Superseded. Nothing herein shall be deemed to relieve an Applicant of the provisions of an existing franchise, license or other agreement or permit.

3. Rights and Remedies:

- a. The exercise of one remedy under this Section shall not foreclose use of another, nor shall the exercise of a remedy or the payment of damages or penalties relieve an Applicant of its obligations to comply with its Permits. Remedies may be used alone or in combination; in addition, the City may exercise any rights it has at law or equity.
- b. The City hereby reserves to itself the right to intervene in any suit, action or proceeding involving any provisions of this Section.

- c. No Applicant shall be relieved of its obligation to comply with any of the provisions of this Section by reason of any failure of the City to enforce prompt compliance.

4. Incorporation by Reference:

Any Permit granted pursuant to this Section shall by implication include a provision that shall incorporate by reference this Section into such Permit as fully as if copied verbatim.

5. Calculation of Time:

Unless otherwise indicated, when the performance or doing of any act, duty, matter, or payment is required under this Section or any Permit, and a period of time is prescribed and is fixed herein, the time shall be computed so as to exclude the first and include the last day of the prescribed or fixed period of time.

6. Severability:

If any term, condition, or provision of this Section shall, to any extent, be held to be invalid or unenforceable, the remainder hereof shall be valid in all other respects and continue to be effective. In the event of a subsequent change in Applicable Law so that the provision that has been held invalid is no longer invalid, said provisions shall there upon return to full force and effect without further action by the City and shall thereafter be binding on the Applicant and the City.

h. Annexation:

The provisions hereof shall specifically apply to any lands or property annexed as the date of such annexation.

i. Relocation of Facilities.

Whenever, by reason of changes in the grade or widening of a

street or in the location or manner of constructing a water pipe, drainage channel, sewer, or other City-owned underground or above ground structure, it is deemed necessary by the City, in the interest of public safety and convenience, to move, alter, or change the location of underground or above ground facilities of a Wireless Provider, the Wireless Provider shall relocate such facilities, on alternative Right-of-Way provided by the City, if available, upon adequate notice in writing by the City, without claim for reimbursement or damages against the City.

j. Standards Applicable To City.

Any standards in this Section relating to Small Wireless Facilities shall be fully applicable to work performed by the City and its departments.

k. Savings Clause.

Nothing contained herein shall in any manner be deemed or construed to alter, modify, supersede, supplement or otherwise nullify any other ordinances of the City or requirements thereof, whether or not relating to or in any manner connected with the subject written hereof, unless expressly provided otherwise herein or hereafter.

Section 5. This Ordinance shall be known as the 32nd Amendment to the Unified Development Code.

Section 6. 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 7. 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 SEPTEMBER, 2020.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 12TH DAY OF OCTOBER, 2020, BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Barber
Councilmember Berendzen
Councilmember Burke III
Councilmember Circo
Councilmember Holman
Councilmember Jacobson
Councilmember Townsend

ATTEST:

APPROVE:

Jean Woerner, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature



To: City Council
From: Planning and Zoning Commission
Date: September 28, 2020
Re: **Case #20012: 32nd Amendment to the UDC – Small Wireless Facilities**

GENERAL INFORMATION

Applicant: City of Raymore

Requested Action: 32nd Amendment to the Unified Development Code – Small Wireless Facilities

Advertisement: August 13, 2020 Journal Newspaper
September 10, 2020 Journal Newspaper

Public Hearing: September 1, 2020 Planning and Zoning Commission
September 28, 2020 City Council

Items of Record: Exhibit 1. Growth Management Plan
Exhibit 2. Unified Development Code
Exhibit 3. Notice of Publication
Exhibit 4. Staff Report

TEXT AMENDMENT REQUIREMENTS

Chapter 470: Development Review Procedures outlines the applicable requirements for amending the text of the Unified Development Code.

Section 470.020 (B) states:

“...text amendments may be initiated by the City Council or the Planning and Zoning Commission”.

Section 470.020 (F) requires that a public hearing be held by the Planning and Zoning Commission and the City Council.

Section 470.020 (G) (2) states:

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

1. whether such change is consistent with the intent and purpose of the Unified Development Code and plans adopted by the City of Raymore.
2. whether the proposed text amendment corrects an error or inconsistency in the code;
3. the areas which are most likely to be directly affected by such change and in what way they will be affected;
4. whether the proposed amendment is made necessary because of changed or changing conditions in the areas and/or zoning districts affected by it; and
5. whether the proposed text amendment is in the best interests of the City as a whole.

STAFF COMMENTS

1. Fifth-generation, or 5G, data networks have network speeds more than 100 times faster than 4G networks and can handle 100 times as many devices as current 4G infrastructure. 5G technology requires transmission equipment to be placed closer together, so wireless companies have pushed for the ability to mount the equipment on public infrastructure, such as light poles, utility poles, and buildings.
2. Below are two examples of small wireless facilities located on light or utility poles:



image from grandrapidsmi.gov

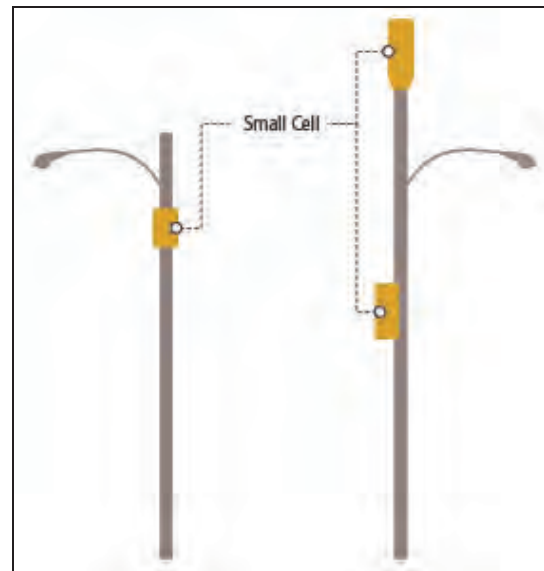


Image from alexandriava.gov

3. House Bill 1991, approved as part of the 2018 Missouri Legislative Session, established the Uniform Small Wireless Facility Deployment Act (the "Act"). The Act provides guidance to the City regarding the installation of small wireless facilities on utility poles located within the City right-of-way or upon private property.
4. The Missouri Municipal League published a small wireless facility deployment model ordinance as a template for Missouri municipalities to utilize. The UDC amendment incorporates the language contained in the model ordinance.
5. Although the Act contains provisions that allow a municipality to consider and adopt small wireless facility regulations after an application for a permit for a facility is submitted to the City, staff is proactively proposing the UDC amendment to ensure the City has all codes and policies in effect prior to the submittal of any applications for a permit.
6. In accordance with the Act, the UDC amendment establishes small wireless facilities as a permitted use in all zoning districts except single-family residential districts.
7. Small wireless facilities will be allowed to be affixed to existing City utility poles, including light poles, and to be installed upon new poles. If new poles are installed in an area where there are existing decorative poles, such as within the Municipal Circle complex, the new poles will have to be similar in design to the decorative poles.
8. The definitions proposed in the UDC amendment come directly from the Act and are applicable only to the section of the UDC on small wireless facilities.
9. The UDC amendment establishes the requirement that a permit be obtained prior to the installation of any small wireless facility. The City Schedule of Fees will be amended to include the permit fee costs for installation of new facilities.
10. The Act prohibits the City from entering into any exclusive arrangement with a carrier to utilize the City utility poles. Multiple carriers will be allowed to secure permits to utilize the existing City utility poles and to install new poles. The City may require a carrier to co-locate new facilities with existing facilities on a pole.
11. A small wireless facility is required to fit within an enclosure of no more than six cubic feet in volume. No single piece of equipment on the utility pole shall exceed nine cubic feet in volume.
12. Small wireless facilities and utility poles shall be installed and maintained so as not to obstruct or hinder the usual travel, including pedestrian travel, or public safety on the right-of-way.

13. Small wireless facilities shall not extend more than ten feet above an existing utility pole.
14. New utility poles erected for the purpose of holding a small wireless facility shall not exceed ten feet in height above the tallest existing utility pole in the same right-of-way.
15. Under Federal law, municipalities cannot ban telecommunications services or equipment in their jurisdiction.

PLANNING COMMISSION PROPOSED FINDINGS OF FACT

Under Section 470.020 of the Unified Development Code, the Planning and Zoning Commission is directed concerning its actions in dealing with a request to amend the text of the Unified Development Code. Under 470.020 (G) (2) the Planning and Zoning Commission is directed to make findings of fact taking into consideration the following:

1. **whether such change is consistent with the intent and purpose of the Unified Development Code and plans adopted by the City of Raymore;**

The proposed amendment is consistent with the identified purpose and intent of Section 400.040 of the Unified Development Code and with the Growth Management Plan.

2. **whether the proposed text amendment corrects an error or inconsistency in the code;**

The proposed sections of the ordinance do not correct an error or inconsistency.

3. **the areas which are most likely to be directly affected by such change and in what way they will be affected;**

The changes would affect properties throughout the City.

4. **whether the proposed amendment is made necessary because of changed or changing conditions in the areas and/or zoning districts affected by it; and**

The proposed amendment is made necessary due to the changes in Missouri Law enacted as the Uniform Small Wireless Facility Deployment Act.

5. **whether the proposed text amendment is in the best interests of the City as a whole.**

The UDC amendment will establish the requirements and standards for the installation of small wireless facilities within the community. Having restrictions in place is in the best interests of the City by ensuring new wireless facilities are properly located and installed.

REVIEW OF INFORMATION AND SCHEDULE

<u>Action</u>	<u>Planning Commission</u>	<u>City Council 1st</u>	<u>City Council 2nd</u>
Public Hearing	September 1, 2020	September 28, 2020	October 12, 2020

STAFF RECOMMENDATION

Staff prepared the 32nd amendment to the Unified Development Code in response to the changes to Missouri Law by the adoption of House Bill No. 1991 in 2018. Staff reviewed the State Statute and the model ordinance prepared by the Missouri Municipal League prior to preparation of the 32nd amendment.

Staff believes it is prudent and appropriate to have established ordinance requirements in place prior to the receipt of an application for the installation of small wireless facilities. With the adoption of this UDC amendment, staff will stand ready with adopted regulations and policies to assist any carrier who desires to install the new technology within the community.

Staff recommends the Planning and Zoning Commission accept the staff proposed findings of fact and forward Case #20012, 32nd amendment to the UDC, to the City Council with a recommendation of approval.

PLANNING AND ZONING COMMISSION RECOMMENDATION

The Planning and Zoning Commission, at its September 1, 2020 meeting, voted 9-0 to accept the staff proposed findings of fact and forward Case #20012, 32nd amendment to the UDC, to the City Council with a recommendation of approval.

Planning and Zoning Commission
Meeting Minutes Excerpt
September 1, 2020

7. New Business

b. Case #20012 -32nd Amendment to the Unified Development Code - Small Wireless Facilities

Public hearing opened at 7:41 pm.

Development Services Director Jim Cadoret gave the staff report overview on the amendment stating that the City was looking to be proactive and have an ordinance in place prior to any wireless companies approaching the City. While the City would have a defined amount of time to enact an ordinance should a company come to the City, this ordinance follows the sample put together by the Missouri Municipal League which is what other cities in the area have also done.

Commissioner Wiggins asked if staff was anticipating a large amount of them coming? Mr. Cadoret responded by stating it would be hard to say but that they had ranges they could reach and that they could utilize existing light poles if present.

Chairman Faulkner provided an opportunity for any public present to speak. With no public present the public hearing was closed at 7:55 pm.

Motion by Commissioner Urquilla, Seconded by Commissioner Petermann, to accept the staff proposed findings of fact and forward Case #20012 -32nd Amendment to the Unified Development Code - Small Wireless Facilities with a recommendation of approval to City Council.

A motion to amend the original motion was made by Chairman Faulkner to correct the UDC code reference on the bottom of pages 10 and 12, seconded by Commissioner Urquilla.

Vote on Amended Motion:

Chairman Faulkner	Aye
Commissioner Wiggins	Aye
Commissioner Bowie	Aye
Commissioner Acklin	Aye
Commissioner Fizer	Aye
Commissioner Petermann	Aye
Commissioner Urquilla	Aye
Commissioner Mansur	Aye
Mayor Turnbow	Aye

Amended Motion passed 9-0-0.

Vote on original Motion as amended:

Chairman Faulkner	Aye
Commissioner Wiggins	Aye
Commissioner Bowie	Aye
Commissioner Acklin	Aye
Commissioner Fizer	Aye
Commissioner Petermann	Aye
Commissioner Urquilla	Aye
Commissioner Mansur	Aye
Mayor Turnbow	Aye

Motion as amended passed 9-0-0.



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: Sept. 28, 2020

SUBMITTED BY: Jim Cadoret

DEPARTMENT: Development Services

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

TITLE / ISSUE / REQUEST

Resolution 20-51: Support for Sunset Acres MHDC application

STRATEGIC PLAN GOAL/STRATEGY

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

FINANCIAL IMPACT

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

PROJECT TIMELINE

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

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

Conceptual Plan

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

Dan Sanders, representing MACO Development Company, LLC., is proposing to develop a 60-unit affordable senior housing rental development on the east side of Johnston Parkway, north of 58 Highway. The developer is proposing to utilize the Low Income Housing Tax Credit (LIHTC) program, which requires approval from the Missouri Housing Development Commission.

Sunset Acres is a proposed one-story villa style apartment community consisting of two-bedroom units. Amenities include a clubhouse, gazebo, picnic area, and park benches. At least one tenant in each unit must be at least 55 years in age, with income restrictions based upon family size.

Local support for the development is an important criteria in gaining approval of the application by the Commission. Resolution 20-51 indicates City Council support for the application.

RESOLUTION 20-51

"A RESOLUTION IN SUPPORT OF THE APPLICATION TO THE MISSOURI HOUSING DEVELOPMENT COMMISSION FOR FINANCING SUNSET ACRES IN RAYMORE, CASS COUNTY, MISSOURI."

WHEREAS, MACO Development Company, LLC has indicated an intent to pursue financing from the Missouri Housing Development Commission for the Sunset Acres development proposed on Johnston Parkway, north of 58 Highway; and

WHEREAS, MACO Development Company, LLC has indicated its intent to construct a 60-unit affordable senior housing rental development that will serve residents 55 and older who are able to live in an independent environment and who, by the Department of Housing and Urban Development criteria, are considered low- or very low-income households; and

WHEREAS, MACO Development Company has requested the City of Raymore's support of this application for tax credits and for the project.

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

Section 1. The City Council, by the adoption of this Resolution, indicates its support for the Sunset Acres development in Raymore and supports the application to the Missouri Housing Development Commission.

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 SEPTEMBER, 2020, BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Barber
Councilmember Berendzen
Councilmember Burke III
Councilmember Circo
Councilmember Holman
Councilmember Jacobson
Councilmember Townsend

ATTEST:

APPROVE:

Jean Woerner, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature

SUNSET ACRES
A PROPOSED SENIOR COMMUNITY
IN RAYMORE, MISSOURI

MACO DEVELOPMENT COMPANY



6-PLEX BUILDING ELEVATION (6 - PLEX CONDO PLAN)

OCTOBER 2020



M&O
MANAGEMENT
COMPANY, LLC

SUNSET ACRES
Rayman, Missouri



661 6-FLX BLDGNS = 1864 2-BR APTS.
 231 8-FLX BLDGNS = 1241 2-BR APTS.
 TOTAL = 1800 2-BR APTS.
 BLDGNS 1, 2, 3, 4, 5 & 7 = 5700 SF
 BLDGNS 6, 8 & 9 = 7640 SF
 (1) COMMUNITY BLDG.
 (126) TOTAL PARKING SPACES INCLUDING
 (50) ACCESSIBLE PARKING SPACES



SITE PLAN

SCALE: 1" = 60'-0"
 OCTOBER 2020



SUNSET ACRES
 Raymore, Missouri



SUNSET ACRES - OVERVIEW

- Sunset Acres is a proposed senior community for residents 55 years of age and older and handicapped persons.
- Sunset Acres will have 60 single story garden style two-bedroom apartments and a community building.
- Each apartment will have a washer and dryer, range, microwave, refrigerator, dishwasher, garbage disposal, and central heat and air conditioning.
- Outdoor areas on the site will have attractive landscaping and the common grounds will be enhanced with a gazebo, picnic area, and park benches. The buildings will be attractively designed with brick exteriors.

SUNSET ACRES - OVERVIEW

- A large community building for use by the residents who live at Sunset Acres will include a fully equipped kitchen area, commercial exercise equipment a large flat screen television, furnished living room area, office and storage.
- Three of the apartments will be completely accessible to physically handicapped persons and one additional unit will be usable by those with hearing and visual impairments. All of the common areas will be accessible and all of the apartments will be designed utilizing the principles of Universal Design.



COMMUNITY BUILDING ELEVATION

OCTOBER 2020



METRO
DEVELOPMENT
COMPANY, LLC

SUNSET ACRES
Raymore, Missouri

Wallace
ARCHITECTS
P.C.

SUNSET ACRES - OVERVIEW

- Forty-five apartments will rent for approximately \$650 per month for residents who have incomes restricted to \$41,280 for a couple or \$36,120 for a single person.
- Six apartments will have no income restrictions and rent for \$800 per month.
- Nine apartments will be set aside for seniors with special needs and rent for \$450 per month.
- This property does not include any rental assistance.

SUNSET ACRES - OVERVIEW

- The National Association of Home Builders Green Building Standard will be incorporated into the design and construction of the attractive modern brick garden style apartments. Upon completion the apartments will be certified by a NAHB Green Professional. The incorporation of these standards into the buildings will provide residents with comfortable, economically energy efficient homes.
- The property pays for water, sewer and trash.

SUNSET ACRES

- Financing to build these apartments will be provided by the Missouri Housing Development Commission if we are successful in our application.
- MHDC funds and tax credits are highly competitive with community support being a critical factor in determining successful applicants.
- This makes support from the local community critical for success and it is our hope that you will approve a resolution of support for our application.



SUNSET ACRES
Raymore, Missouri



OCTOBER 2020

MACO
DEVELOPMENT
COMPANY, LLC



Wallace
Architecture, LLC

MACO DEVELOPMENTS - Eastwood Apts. - Kearney, MO



MACO DEVELOPMENTS - Grandview Estates - Independence, MO



MACO DEVELOPMENTS - Lincoln Hubbard Apts. - Sedalia, MO



MACO DEVELOPMENTS - Typical Interior Finish





CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: September 28, 2020

SUBMITTED BY: Nathan Musteen

DEPARTMENT: Parks & Recreation

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

TITLE / ISSUE / REQUEST

Bill 3574 - Depot Railings

STRATEGIC PLAN GOAL/STRATEGY

Goal 1.1.4 - Promote and develop signature events and amenities

FINANCIAL IMPACT

Award To:	Athco LLC
Amount of Request/Contract:	\$14,945
Amount Budgeted:	\$15,000
Funding Source/Account#:	Fund 47 Parks Sales Tax Fund

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
October 2020	November 2020

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:	Parks and Recreation Board
Date:	September 22, 2020
Action/Vote:	6-0

LIST OF REFERENCE DOCUMENTS ATTACHED

Quote
Manufacturer's Specifications

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

The Parks and Recreation Board recommends adding railings to the north side of The Depot that will match the south side railings. These railing are to be manufactured by Coverworx, the original manufacturer of The Depot to match the existing rails. These railings will be used for the ice rink to enhance the safety of the participants.

Custom-made windscreens and safety pads are also included. The windscreens will help block debris and provide more consistent temperatures during the freezing process. The pads will hang on the railings for participant safety and comfort.

Bill 3574 amends the 2020 capital budget by using the remaining \$15,000 from the Memorial Park Arboretum light project to purchase and install the railings and ice rink safety accessories.

BILL 3574

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING AN AMENDMENT TO THE FISCAL YEAR 2020 CAPITAL BUDGET."

WHEREAS, the Depot was constructed in 2015; and

WHEREAS, T.B. Hanna Station improvements included an ice rink under the Depot Shelter; and

WHEREAS, the Depot requires additional railings and safety equipment for the ice rink; and

WHEREAS, the Parks & Recreation Board recommends using the remaining Memorial Park Arboretum Trail Light Replacement funds in the amount of \$15,000 budgeted in the FY20 Capital Improvement Fund (47) to pay for the Depot safety improvements; and

WHEREAS, staff recommends amending the FY 2020 Capital Budget.

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

Section 1. The City Manager is directed to move the remaining Memorial Park Arboretum Trail Light Replacement funds in the amount of \$15,000 budgeted in the FY20 Capital Improvement Fund (47) to pay for The Depot safety improvements at T.B. Hanna Station.

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 28TH DAY OF SEPTEMBER, 2020.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 12TH DAY OF OCTOBER, 2020, BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Barber
Councilmember Berendzen
Councilmember Burke III
Councilmember Circo
Councilmember Holman
Councilmember Jacobson
Councilmember Townsend

ATTEST:

APPROVE:

Jean Woerner, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature



Proposal

Date: 9/10/2020

All prices subject to acceptance within 30 days

TO: **NATHAN MUSTEEN
 CITY OF RAYMORE**

Prepared By	Regarding	Payment Terms	Exp. Date
Collin Anderson	Farmer's Market Shelter	Net 30 days	30 days from signed Proposal

Qty.	Description	Unit Price	Line Total
175 Linear Ft.	Windscreen VCP Black 3' 6" High Vinyl Coated Polyester		
2	Permanent Railing with Hardware; 6' Sections to Match Existing		
4	Permanent Railing with Hardware; 17' Sections to Match Existing		
202 Linear Ft.	Flat Sewn Pad with Grommets; 2" Foam, Roughly 1" Wide		
All the above for the sum of			\$14,945.00
Installation			Included for Permanent Railings Only
Freight			Included
Sales Tax			N/A
Total			\$14,945.00

Quotation prepared by: Collin Anderson

REMARKS: Assumes good access to site location. Furnishing Material Only For Windscreen And Edge Padding. Temporary Steel Railings (Two (2) 17' Sections With No Install Would Add \$3,770.00

Current "Tax Exemption Certificates" required when placing orders for materials only

Proposals with labor (installation/repairs) are subject to Sales Tax unless a "Project Tax Exemption Certificate" is provided when placing the order

****A convenience fee of 3% will be added for all credit card transactions over \$1,000****

To accept this quotation, sign here and return:

Thank you!



Installation Guide for:

Additional Railings

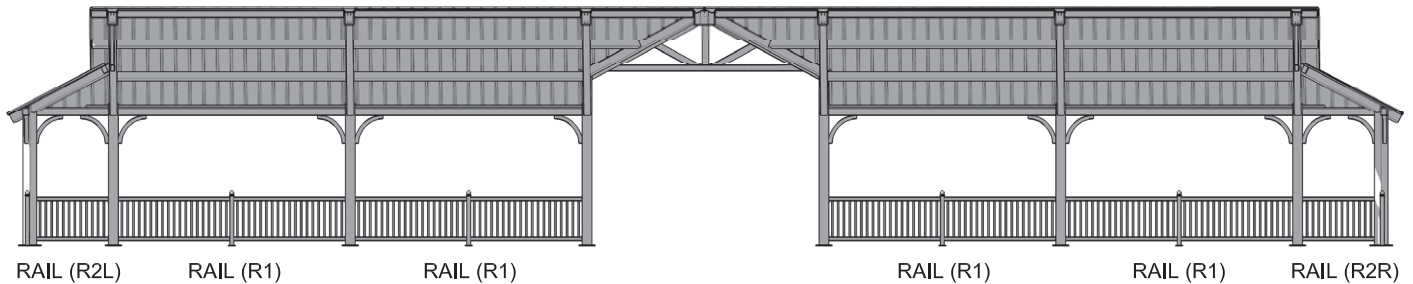
Raymore Farmers Market
Raymore, MO

Job # 91712-20



11800 East 9 Mile Road, Warren, MI 48089
(586) 486-1088 Office (586) 754-9130 Fax (800) 657-6118 Toll Free
www.Coverworx.com info@coverworx.com

FRAMING		
Item	Size	Quantity
RAILING (R 1)	3" x 2" x 1/8" x 16'-4" x 3'-6"	4
RAILING (R 2) L/R	3" x 2" x 1/8" x 5'-4 3/4" x 3'-6"	2 (1 each)
5/16" THREAD CUTTING BOLT (with Drill Bit)	5/16-18 x 1"	24



FRAMING SECTION
SCALE: NTS

DECORATIVE RAILINGS (R1) & (R2):

1. RAILING SECTIONS SHALL BE INSTALLED BETWEEN COLUMNS AT THE DESIRED SIDES OF THE SHELTER AND SHOULD BE NO HIGHER THEN 4" ABOVE THE FINISHED SLAB ELEVATION.
2. WHILE HOLDING RAILING SECTIONS IN PLACE, PRE-DRILL INTO THE COLUMNS WITH A 19/64"Ø DRILL BIT CENTERED WITHIN THE HOLES IN THE RAILING SUPPORT BRACKETS. TO PROTECT THE FRAME FINISH USE A CLEAR SILICONE CAULK AROUND THE DRILLED HOLES.
3. VERIFY THE RAILINGS ARE LEVEL / PLUMB AND SECURE THEM TO COLUMNS USING 5/16" THREAD CUTTING BOLTS THROUGH EACH BRACKET.

Miscellaneous

THE RAYMORE CITY COUNCIL HELD A WORK SESSION ON MONDAY, SEPTEMBER 21, 2020, AT 7:00 P.M., AT CITY HALL, 100 MUNICIPAL CIRCLE. PRESENT: MAYOR TURNBOW, COUNCILMEMBERS ABDELGAWAD, BARBER, BERENDZEN, BURKE III, CIRCO, HOLMAN, JACOBSON, AND TOWNSEND. ALSO PRESENT: CITY MANAGER JIM FEUERBORN, CITY ATTORNEY JONATHAN ZERR, AND CITY STAFF.

A. Presentation - Sunset Acres Senior Apartments

Dan Sanders, representing MACO Development Company, presented information on an age-restricted senior apartment community proposed for property on the east side of Johnston Parkway, north of 58 Highway. He requested a resolution of support for MHDC funding for the project. Mr. Sanders answered questions from Council. The Council directed staff to place the item on the next agenda for consideration.

B. Proposed Fiscal Year 2020-21 Budget

The City Council discussed the Proposed FY 2021 Budget. They discussed various projects for possible funding in the proposed budget.

C. Municipal Judge

City Manager Jim Feuerborn stated the current contract with Judge Ross Nigro expires on December 31, 2020. He asked the City Council how they would like to proceed with the position of Municipal Judge. They directed staff to prepare a renewal contract for formal consideration if Judge Nigro wishes to continue his contract.

D. Manpower Study

The City Manager outlined a recommended budget amendment to the Council to allow for a manpower study to be conducted to determine proper front line staffing levels for the City. Council directed staff to put out the request for qualifications for the study.

E. Other

Mr. Feuerborn announced the build grant for the I-49 project was not funded. It will be submitted again in the next cycle of grants. The project will also be submitted to a Federal program for funding.

The work session of the Raymore City Council adjourned at 7:54 p.m.

THE **PLANNING AND ZONING COMMISSION** OF THE CITY OF RAYMORE, MISSOURI, MET IN REGULAR SESSION **TUESDAY, SEPTEMBER 1, 2020**, IN CITY COUNCIL CHAMBERS, 100 MUNICIPAL CIRCLE, RAYMORE, MISSOURI WITH THE FOLLOWING COMMISSION MEMBERS PRESENT: CHAIRMAN WILLIAM FAULKNER, MATTHEW WIGGINS, ERIC BOWIE, JEREMY MANSUR, KELLY FIZER, JIM PETERMANN, MARIO URQUILLA, CALVIN ACKLIN AND MAYOR KRIS TURNBOW. ALSO PRESENT WAS CITY PLANNER KATIE JARDIEU, DEVELOPMENT SERVICES DIRECTOR JIM CADORET, CITY ATTORNEY JONATHAN ZERR, PUBLIC WORKS DIRECTOR MIKE KRASS AND ASSISTANT CITY MANAGER MIKE EKEY.

1. **Call to Order** – Chairman Faulkner called the meeting to order at 7:00 p.m.
2. **Pledge of Allegiance**
3. **Roll Call** – Roll was taken and Chairman Faulkner declared a quorum present to conduct business.
4. **Personal Appearances** – None
5. **Consent Agenda**
 - a. **Approval of the minutes of the August 18, 2020 meeting.**

Motion by Commissioner Urquilla, Seconded by Commissioner Wiggins, to approve the minutes of the August 18 meeting.

Vote on Motion:

Chairman Faulkner	Aye
Commissioner Wiggins	Aye
Commissioner Bowie	Aye
Commissioner Acklin	Aye
Commissioner Fizer	Aye
Commissioner Petermann	Aye
Commissioner Urquilla	Aye
Commissioner Mansur	Aye
Mayor Turnbow	Aye

Motion passed 9-0-0.

6. **Unfinished Business - None**
7. **New Business -**
 - a. **Case #20014 - FY 2021-2025 Capital Improvement Program**

Public hearing opened at 7:03 pm.

Assistant City Manager Mike Ekey gave a presentation on the Capital Improvement Program (CIP) focusing on those projects impacted by the 2021 fiscal year budget. He started by thanking everyone on the CIP committee for helping to prepare the CIP and move the city forward. He stated that there is \$3.1 million across 20 projects. There are also 4 G.O. Bond projects with \$6.7 million in construction and \$1.0 million in design work for a total of \$10.8 million reinvestment in the community. The focus this year is on maintenance with the annual street preservation project, curb replacement, thoroughfare maintenance, and new this year, roadside trail maintenance.

Mr. Ekey then highlighted various funds and projects starting with Public Works Electronic Access which is a \$20,000 project to enhance security and ease of access. Next was the Curb and Street Replacement project which includes right-of-way repairs. This project includes temporary cul-de-sacs at Falcon and Condor to allow for street parking and snow removal. The project also includes repairs to the roadside trail system where settlement and cracks have occurred.

Thoroughfare maintenance will be done through the Excise Tax Fund. The CIP Fund will help with increased security at Hawk's Ridge Park, two streetlights, as well as the Sidewalk Gap Program. This fund will also help with replacing the Baseball Concession doors that are old and rusted and with Silver Lake Groundwater Diversion. The Park Sales Tax Fund will help to fund T.B.Hanna improvements and the Hawks Nest Playground match that is needed for a potential grant. The Enterprise Capital Maintenance Fund will help fund hydrants and the Owen-Good Lift Station mixer parts and study.

Chairman Faulkner asked if the title for the Park Pavillion was correct as the picture and budget amount show more of a playground. Mr. Ekey explained that the project was two-fold in that it involved both the playground and the pavilion being torn down. Chairman Faulkner also asked why the City is funding the Good Ranch Sanitary Sewer and Dean Avenue Road Extension. Mr. Ekey addressed that since these projects are unfunded, these are more making sure the city is aware that growth may occur in these areas and that the City is planning for that, however, it is likely a development would take over the project. Putting these items in the CIP allows for projects to match the Growth Management Plan.

Commissioner Urquilla then asked why the soccer fields were no longer part of the plan as they were included last year. Mr. Ekey responded by stating that an individual soccer complex is no longer there because the City did not have the necessary amount of land. The project is still being discussed but more conversations regarding the amount of land and where to place it need to take place.

Commissioner Mansur stated that the Dog Park has a maintenance amount prior to construction. Mr. Ekey stated this was an error and it would be removed.

Commissioner Bowie asked if, similar to past years, the figures in the plan were conservative. Mr. Ekey explained that revenue projections were kept conservative and did not account for estimates for any loss of increase. Mr. Ekey also stated that due to Parks & Recreation having no programs due to Covid-19, that there has been a reallocation of funding. Instead of the typical 50/50 split, 55% will now go to Parks and 45% will go to Stormwater.

Chairman Faulkner provided an opportunity for any public present to speak. With no public present the public hearing was closed at 7:36 pm.

Motion by Commissioner Urquilla, Seconded by Commissioner Bowie, to accept the presentation of the CIP with minor changes as identified and forward Case #20014 - FY 2021 - 2025 Capital Improvement Program to City Council for approval.

Vote on Motion:

Chairman Faulkner	Aye
Commissioner Wiggins	Aye
Commissioner Bowie	Aye
Commissioner Acklin	Aye
Commissioner Fizer	Aye
Commissioner Petermann	Aye
Commissioner Urquilla	Aye
Commissioner Mansur	Aye

Mayor Turnbow Aye

Motion passed 9-0-0.

b. Case #20012 -32nd Amendment to the Unified Development Code - Small Wireless Facilities

Public hearing opened at 7:41 pm.

Development Services Director Jim Cadoret gave the staff report overview on the amendment stating that the City was looking to be proactive and have an ordinance in place prior to any wireless companies approaching the City. While the City would have a defined amount of time to enact an ordinance should a company come to the City, this ordinance follows the sample put together by the Missouri Municipal League which is what other cities in the area have also done.

Commissioner Wiggins asked if staff was anticipating a large amount of them coming? Mr. Cadoret responded by stating it would be hard to say but that they had ranges they could reach and that they could utilize existing light poles if present.

Chairman Faulkner provided an opportunity for any public present to speak. With no public present the public hearing was closed at 7:55 pm.

Motion by Commissioner Urquilla, Seconded by Commissioner Petermann, to accept the staff proposed findings of fact and forward Case #20012 -32nd Amendment to the Unified Development Code - Small Wireless Facilities with a recommendation of approval to City Council.

A motion to amend the original motion was made by Chairman Faulkner to correct the UDC code reference on the bottom of pages 10 and 12, seconded by Commissioner Urquilla.

Vote on Amended Motion:

Chairman Faulkner	Aye
Commissioner Wiggins	Aye
Commissioner Bowie	Aye
Commissioner Acklin	Aye
Commissioner Fizer	Aye
Commissioner Petermann	Aye
Commissioner Urquilla	Aye
Commissioner Mansur	Aye
Mayor Turnbow	Aye

Amended Motion passed 9-0-0.

Vote on original Motion as amended:

Chairman Faulkner	Aye
Commissioner Wiggins	Aye
Commissioner Bowie	Aye
Commissioner Acklin	Aye
Commissioner Fizer	Aye
Commissioner Petermann	Aye
Commissioner Urquilla	Aye
Commissioner Mansur	Aye
Mayor Turnbow	Aye

Motion as amended passed 9-0-0.

8. City Council Report

City Attorney Jonathan Zerr provided a review of the Council meeting from :

- August 24 - Stop sign at N. Foxridge Dr and 163rd street has been approved
- Second Reading Dean Avenue extension Right-of-Way Final plat and approved unanimously
- First Reading of Prairie of the Good Ranch replat which was approved unanimously

9. Staff Report

Mr. Cadoret stated that the July staff report was the same from the previous Aug 18th meeting. Mr. Cadoret provided an overview of upcoming cases.

Director of Public Works, Mike Krass, gave the Engineering report that Westgate Drive was now open. Also the G. O. Bond, providing funds for Ward Road Design, City hall Plaza, and Centerview Phase 2, were approved.

10. Public Comment

No public comment

11. Commission Member Comment

Commissioner Bowie thanked the staff.

Commissioner Fizer mentioned that she loved T.B.Hanna playground and encouraged others to go.

Commissioner Acklin thanked the staff.

Commissioner Urquilla echoed Commissioner Fizer and thanked the staff..

Commissioner Petermann thanked the staff.

Commissioner Wiggins thanked the staff.

Commissioner Mansur thanked staff and stated that he would not be able to attend the next meeting on September 15th.

Mayor Turnbow thanked staff

Chairman Faulkner thanked the staff.

12. Adjournment

Motion by Commissioner Petermann, Seconded by Commissioner Wiggins, to adjourn the September 1, 2020 Planning and Zoning Commission meeting.

Vote on Motion:

Chairman Faulkner	Aye
Commissioner Wiggins	Aye
Commissioner Bowie	Aye

Commissioner Acklin	Aye
Commissioner Fizer	Aye
Commissioner Petermann	Aye
Commissioner Urquilla	Aye
Commissioner Mansur	Aye
Mayor Turnbow	Aye

Motion passed 9-0-0.

The August 18, 2020 meeting adjourned at 8:14 p.m.

Respectfully submitted,

Katie Jardieu

THE RAYMORE PARKS AND RECREATION BOARD MET IN REGULAR SESSION TUESDAY, JULY 28, 2020, IN COUNCIL CHAMBERS AT 100 MUNICIPAL CIRCLE, RAYMORE, MISSOURI.

MEMBERS PRESENT: Chairman Trautman; Members Collier, Harris, Houdyshell, Manson, Supple. Members Bartow and Williamson are absent.

STAFF PRESENT: Superintendent Rulo and Office Assistant Naab. Director Musteen is absent.

1. Call to Order: Chairman Trautman called the meeting to order at 7:01pm.

2. Roll Call

3. Pledge of Allegiance

4. Personal Appearances

5. Consent Agenda

The items on the Consent Agenda are approved by a single action of the Park Board. If any Board Member would like to have an item removed from the Consent Agenda and considered separately, he/she may so request.

A. Park Board Minutes

June 23, 2020
July 6, 2020

Motion: Member Harris moved to accept the Park Board minutes of June 23 and July 6, 2020.
Member Manson seconded the motion.

Discussion:

Vote:	5 Aye	Member Bartow	Absent
	0 Nay	Member Collier	Abstain
	2 Absent	Member Harris	Aye
	1 Abstain	Member Houdyshell	Aye
		Member Manson	Aye
		Member Supple	Aye
		Member Trautman	Aye
		Member Williamson	Absent

6. Staff Reports

Parks Superintendent Rulo highlighted his written report.
Rulo spoke briefly about the interviews for the Rec Superintendent position.
Movie Night, Mini Mud Run and this weekend's tournament have been cancelled due to the rise in covid cases.

7. Old Business - None

8. New Business

A. Schedule of Fees

Action Item

The Park Board reviewed the Schedule of Fees to be recommended to the City Council for the FY21 Budget.

Motion: Member Harris moved to accept the FY '21 Schedule of Fees as presented. Member Manson seconded the motion.

Discussion:

Vote:	6 Aye	Member Bartow	Absent
	0 Nay	Member Collier	Aye
	2 Absent	Member Harris	Aye
		Member Houdyshell	Aye
		Member Manson	Aye
		Member Supple	Aye
		Member Trautman	Aye
		Member Williamson	Absent

B. FY21 Budget Recommendation

Action Item

Staff presented the proposed fiscal 2021 parks and recreation budget for board review and recommendation to the City Council.

Motion: Member Harris moved to accept the proposed Fiscal 2021 Parks and Recreation Budget as presented and give the Director authority to make amendments. Member Manson seconded the motion.

Discussion:

Vote:	6 Aye	Member Bartow	Absent
	0 Nay	Member Collier	Aye
	0 Absent	Member Harris	Aye
		Member Houdyshell	Aye
		Member Manson	Aye
		Member Supple	Aye
		Member Trautman	Aye
		Member Williamson	Absent

9. Public Comment

10. Board Member Comment

11. Adjournment

Motion: Member Harris moved to adjourn the regular meeting. Member Manson seconded the motion.

Discussion: None

Vote:	6 Aye	Member Bartow	Absent
	0 Nay	Member Collier	Aye

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2 Absent	Member Harris	Aye
	Member Houdyshell	Aye
	Member Manson	Aye
	Member Supple	Aye
	Member Trautman	Aye
	Member Williamson	Absent

The regular meeting of the Raymore Park Board adjourned at 7:09 pm.

Respectfully submitted,
Greta Naab
Office Assistant

THE RAYMORE PARKS AND RECREATION BOARD MET IN SPECIAL SESSION TUESDAY, AUGUST 11, 2020, IN THE GILMORE ROOM AT CENTERVIEW, 227 MUNICIPAL CIRCLE, RAYMORE, MISSOURI.

MEMBERS PRESENT: Members Collier, Houdyshell, Bartow, Williamson, Supple, Casas and Manson. Member Harris and Chairman Trautman were absent.

STAFF PRESENT: Superintendent Rulo and Director Musteen

1. Call to Order: Vice-Chairman Manson called the meeting to order at 6:04pm.

2. Roll Call

3. Pledge of Allegiance

4. New Business

A. Johnston Lake Fountain - Award of Contract Action Item

Director Musteen presented a recommendation for the purchase and installation of a fountain for Johnston Lake. The contract includes an alternate bid for electrical work associated with an art sculpture to be provided by the Arts Commission.

Motion: Member Bartow made a motion to accept the recommendation of staff. Member Houdyshell seconded the motion.

Discussion:

Vote:	7 Aye	Member Bartow	Aye
	0 Nay	Member Casas	Aye
	2 Absent	Member Collier	Aye
		Member Harris	Absent
		Member Houdyshell	Aye
		Member Manson	Aye
		Member Supple	Aye
		Member Trautman	Absent
		Member Williamson	Aye

5. Board Member Comment

6. Adjournment

Motion: Member Bartow made a motion to accept the recommendation of staff. Member Houdyshell seconded the motion.

Discussion:

Vote:	7 Aye	Member Bartow	Aye
	0 Nay	Member Casas	Aye
	2 Absent	Member Collier	Aye
		Member Harris	Absent
		Member Houdyshell	Aye

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Member Manson	Aye
Member Supple	Aye
Member Trautman	Absent
Member Williamson	Aye

The special meeting of the Raymore Park Board adjourned at 6:16 pm.

Respectfully submitted,

Nathan Musteen
Director of Parks & Recreation

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