

## **AGENDA**

Raymore City Council Regular Meeting  
City Hall – 100 Municipal Circle  
Monday, October 12, 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. Development Services (pg 9)
  - B. Monthly Court Report (pg 15)
  - C. Police/Emergency Management

**7. Committee Reports.**

**8. Consent Agenda.**

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

- A. City Council Minutes, September 28, 2020 (pg 19)
- B. Acceptance of Public Improvements - Eastbrooke 1st Plat Lots 1-34 and Tracts A, B, and C

Reference: - Resolution 20-54 (pg 27)

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

## **7. Unfinished Business. Second Reading.**

### **A. Park Side Subdivision Rezoning**

- Reference: - Agenda Item Information Sheet (pg 31)  
- Bill 3572 (pg 33)  
- Staff Report (pg 35)  
- Planning Commission Minutes Excerpt (pg 50)

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.

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|---|
| <ul style="list-style-type: none"><li>• Planning and Zoning Commission, 09/15/2020: Approved 8-0</li><li>• City Council, 09/28/2020: Approved 7-0</li></ul> |
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### **B. 32nd Amendment to the Unified Development Code**

- Reference: - Agenda Item Information Sheet (pg 53)  
- Bill 3573 (pg 55)  
- Staff Report (pg 80)  
- Planning Commission Minutes Excerpt (pg 85)

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.

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| <ul style="list-style-type: none"><li>• Planning and Zoning Commission, 09/01/2020: Approved 9-0</li><li>• City Council, 09/28/2020: Approved 7-0</li></ul> |
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### **C. Budget Amendment - Depot Enhancements**

- Reference: - Agenda Item Information Sheet (pg 87)  
- Bill 3574 (pg 89)

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"><li>• Parks &amp; Recreation Board, 09/22/2020: Approved 9-0</li><li>• City Council, 09/28/2020: Approved 7-0</li></ul> |
|---|

## **8. New Business. First Reading.**

### **A. Adoption of the FY 2021 City Budget (public hearing)**

Reference: - Agenda Item Information Sheet (pg 97)  
- Bill 3576 (pg 99)

The proposed FY 2021 Budget was presented to the City Council on Aug. 17. The Council discussed the budget at several work sessions since it was presented to it by the City Manager. The budget is now presented for first reading. The Fiscal Year 2021 begins Nov. 1, 2020. Staff is requesting the public hearing be opened and continued to the Oct. 26 meeting to allow public input.

### **B. Sidewalk on Undeveloped Lots (public hearing)**

Reference: - Agenda Item Information Sheet (pg 103)  
- History of Requirement (pg 105)  
- Staff Reports/Maps (pg 108)

The City Council will hold a public hearing on each of the lots identified below to determine if the City is to install sidewalks on the undeveloped lot and levy a special assessment against the lot for installation costs.

- Alexander Creek 2nd Plat Lot 73 (1919 Creek View Lane) Alexander Creek Holdings LLC
- Alexander Creek 2nd Plat Lot 77 (1909 Creek View Lane) Alexander Creek Holdings LLC
- Alexander Creek 2nd Plat Lot 78 (1907 Creek View Lane) Alexander Creek Holdings LLC
- Alexander Creek 2nd Plat Lot 80 (1903 Creek View Lane) Alexander Creek Holdings LLC
- Alexander Creek 2nd Plat Lot 75 (1913 Creek View Lane) Alexander Creek Holdings LLC
- Madison Creek 3rd Plat Lot 132 (433 Spring Branch Drive) Kevin Hardee Homes LLC
- Madison Creek 3rd Plat Lot 133 (431 Spring Branch Drive) Kevin Hardee Homes LLC
- Westbrook at Creekmoor 7th Plat Lot 168 (1503 Lewis Circle) Byron & Wendra Pierce

### **C. Amending the Schedule of Fees**

Reference: - Agenda Item Information Sheet (pg 125)  
- Resolution 20-52 (pg 127)  
- Schedule of Fees - Exhibit A (pg 128)

With the amendment to City Code to allow small wireless facilities to be placed within the City rights-of-way, the Schedule of Fees needs to be

amended to incorporate the fees associated with the permits needed for installation of new facilities.

D. Budget Amendment - FY20 Operating Adjustments

Reference: - Agenda Item Information Sheet (pg 129)  
- Bill 3577 (pg 131)

During Fiscal Year 2020 the following line-item expenditures exceeded the adopted budget. A budget adjustment is necessary to account for those items as they expensed to FY2020.

E. Award of Contract - Ward Road Design

Reference: - Agenda Item Information Sheet (pg 133)  
- Bill 3575 (pg 135)  
- Contract (pg 137)

Staff recommends approval of Bill 3575 awarding a contract to Wilson & Company for the Ward Road Design.

F. Service Contract with the Little Blue Valley Sewer District

Reference: - Agenda Item Information Sheet (pg 163)  
- Bill 3578 (pg 165)  
- Contract (pg 167)

Staff recommends approval of Bill 3578 to execute an amended and restated service contract with the Little Blue Valley Sewer District.

G. Service Contract with the Middle Big Creek Sewer District

Reference: - Agenda Item Information Sheet (pg 239)  
- Bill 3579 (pg 241)  
- Contract (pg 243)

Staff recommends approval of Bill 3579 to execute an amended and restated service contract with the Middle Big Creek Sewer District, a sub-district within the Little Blue Valley Sewer District.

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

**12. Mayor/Council Communication.**

**13. Adjournment.**

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Items provided under "Miscellaneous" in the Council Packet:

- Planning and Zoning Commission minutes, 09/15/2020 (pg 329)
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### **EXECUTIVE SESSION (CLOSED MEETING)**

**The Raymore City Council is scheduled to enter into 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







## MONTHLY REPORT SEPTEMBER 2020

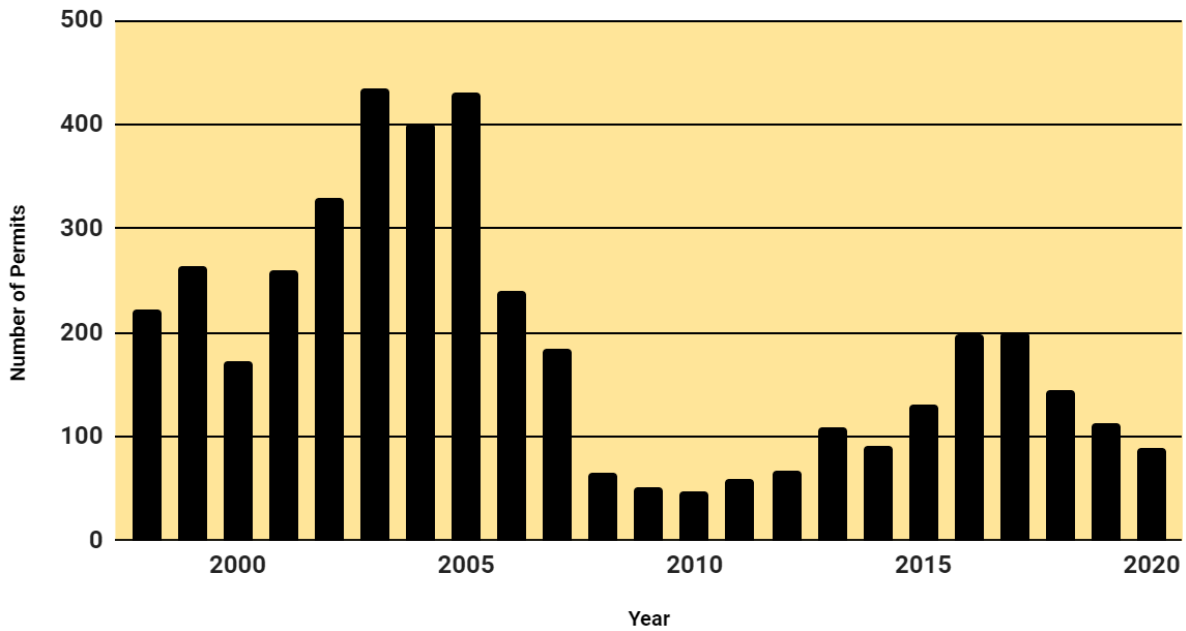
### Building Permit Activity

Type of Permit	Sept 2020	2020 YTD	2019 YTD	2019 Total
Detached Single-Family Residential	21	89	106	113
Attached Single-Family Residential	0	14	0	26
Multi-Family Residential	0	396	0	0
Miscellaneous Residential (deck; roof)	101	1,005	580	720
Commercial - New, Additions, Alterations	0	10	17	18
Sign Permits	2	23	38	54
Inspections	Sept 2020	2020 YTD	2019 YTD	2019 Total
Total # of Inspections	328	3,473	2,888	3,858
Valuation	Sept 2020	2020 YTD	2019 YTD	2019 Total
Total Residential Permit Valuation	\$6,583,500	\$26,900,900	\$25,993,900	\$34,498,600
Total Commercial Permit Valuation	\$0.00	\$39,045,300	\$1,801,300	\$1,822,300

#### **Additional Building Activity:**

- Construction continues on the Compass Health office building.
- Vertical construction began on the first apartment building at The Lofts of Fox Ridge apartment community. Framing continues on the clubhouse.
- Construction continues on the installation of the extension of Dean Avenue and for sanitary sewer main extension to serve the proposed Raymore Commerce Center at the southwest corner of Dean Avenue and North Cass Parkway.
- Building construction plans have been reviewed for Scooter's Coffee. No permit has been issued.
- Foundation plans are under review for the 1st industrial building in the Raymore Commerce Center.

### Single Family Building Permits



## Code Enforcement Activity

Code Activity	Sept 2020	2020 YTD	2019 YTD	2019 Total
Code Enforcement Cases Opened	46	488	503	642
<i>Notices Mailed</i>				
- Tall Grass/Weeds	5	93	128	135
- Inoperable Vehicles	16	146	80	138
- Junk/Trash/Debris in Yard	8	76	107	146
- Object placed in right-of-way	0	6	14	14
- Parking of vehicles in front yard	3	18	11	13
- Exterior home maintenance	2	42	25	41
- Other (trash at curb early; signs; etc)	0	4	2	2
Properties mowed by City Contractor	11	70	64	71
Abatement of violations (silt fence repaired; trees removed; stagnant pools emptied; debris removed)	0	2	8	10
Signs in right-of-way removed	47	390	243	370
Violations abated by Code Officer	14	119	94	126

## Development Activity

### Current Projects

- Park Side Subdivision, 155 acres south of 163rd Street, west of North Madison, rezoning from Agricultural to R-1P (Single-Family Planned Residential District)
- Saddlebrook Subdivision, rezoning 65 acres from R-1P (Single-Family Residential Planned District) to R-2P (Single and Two-Family Residential Planned District)
- North Cass Plaza Preliminary Plat, south of North Cass Parkway, east of I-49
- North Cass Plaza Final Plat

	As of Sept 30, 2020	As of Sept 30, 2019	As of Sept 30, 2018
Homes currently under construction	542 (396 Lofts Apartments)	150	211
Total number of Undeveloped Lots Available (site ready for issuance of a permit for a new home)	272	330	395
Total number of dwelling units in City	8,774	8,630	8,431

## Actions of Boards, Commission, and City Council

### City Council

#### **September 14, 2020**

- Approved on 2nd reading the Replat of Prairie View of The Good Ranch
- Approved on 1st reading the rezoning and preliminary plan for Oak Ridge Farms 3rd phase

#### **September 21, 2020 work session**

- Presentation on request for letter of support for Missouri Housing Development Commission tax credit funding on proposed Sunset Acres age-restricted garden villas

#### **September 28, 2020**

- Approved on 2nd reading the rezoning and preliminary plan for Oak Ridge Farms 3rd phase
- Approved on 1st reading the rezoning of 155 acres west of N. Madison Street, south of 163rd Street, from Agricultural to Single-Family Residential Planned District, to allow for the proposed Park Side subdivision
- Approved on 1st reading the 32nd amendment to the Unified Development Code regarding small wireless facilities

- Approval of a resolution of support to the Missouri Housing Development Commission for tax credits for the proposed Sunset Acres development, for a 60-unit affordable senior housing development to be located on the east side of Johnston Parkway, north of 58 Highway.

### **Planning and Zoning Commission**

#### **September 1, 2020**

- Recommended approval of the 2021-2025 Capital Improvement Program
- Recommended approval of the 32nd amendment to the Unified Development Code regarding small wireless facilities

#### **September 15, 2020**

- Recommended approval of the rezoning of 155 acres west of N. Madison Street, south of 163rd Street, from Agricultural to Single-Family Residential Planned District, to allow for the proposed Park Side subdivision
- Approved the Scooter's Coffee site plan

## **Upcoming Meetings – October & November**

#### **October 6, 2020 Planning and Zoning Commission**

- Rezoning of 65 acres located north of Hubach Hill Road, east of Stonegate Subdivision, from R-1P (Single-Family Residential Planned District) to R-2P (Single and Two-Family Residential Planned District) to allow for the proposed Saddlebrook Subdivision (public hearing)

#### **October 12, 2020 City Council**

- Sidewalk gaps on residential lots (public hearings)
- 2nd reading, 32nd amendment to the Unified Development Code - small wireless facilities
- 2nd reading, Park Side Subdivision rezoning A to R-1P
- Resolution to amend Schedule of Fees to incorporate small wireless facility installation

#### **October 20, 2020 Planning and Zoning Commission**

- 33rd Amendment to the Unified Development Code, misc. Items from 2020 Annual UDC review (public hearing)
- North Cass Plaza Preliminary Plat (public hearing)
- North Cass Plaza Final Plat

#### **October 26, 2020 City Council**

- 1st reading, Saddlebrook rezoning R-1P to R-2P (public hearing)
- 1st reading, North Cass Plaza Preliminary Plat (public hearing)
- 1st reading, North Cass Plaza Final Plat
- Resolution to authorize City Staff to install sidewalk on the undeveloped lots meeting the required threshold to create a neighborhood sidewalk network

### **November 3, 2020 Planning and Zoning Commission**

- No items currently scheduled

### **November 9, 2020 City Council**

- 2nd reading, Saddlebrook rezoning R-1P to R-2P
- 2nd reading, North Cass Plaza Final Plat
- 1st reading, UDC 33rd Amendment, Misc. Items from 2020 Annual Review

### **November 16, 2020 Joint City Council and Planning and Zoning Commission**

- Meeting of City Council and the Planning and Zoning Commission, Parks and Recreation Board, and Arts Commission to discuss new Comprehensive Plan effort

### **November 17, 2020 Planning and Zoning Commission**

- Park Side Subdivision Preliminary Plat (public hearing)

### **November 23, 2020 City Council**

- 2nd reading, UDC 33rd Amendment

## **Department Activities**

- Staff completed review of the revised site plan for Scooter's Coffee. The Planning and Zoning Commission will consider the request on Sept. 15.
- Staff sent notification of a public hearing to the owners of nine subdivision lots in developing subdivisions that meet the threshold requirement to have [sidewalk](#) installed. The lots are on Creek View Lane in Alexander Creek; Lewis Circle in Creekmoor; and on Spring Branch Drive and Madison Creek Drive in Madison Creek. City Council will hold public hearings on October 12, 2020, to determine if the City is to install the sidewalk and levy a special assessment for the costs of installation.
- Staff commenced work on securing land records to determine existing right-of-way for the upcoming Ward Road reconstruction project.
- Good-Otis LLC filed a request for Preliminary Plat and Final Plat approval of North Cass Plaza, a 2-lot commercial subdivision located on the south side of North Cass Parkway at its intersection with Dean Avenue. The Planning and Zoning Commission will consider the applications on Oct. 20.
- The Board of Adjustment will meet on Tuesday Sept. 15 to consider a request for a variance to the front yard setback for a proposed home on Edgewater at Creekmoor Sixth Plat Lot 206 (southeast corner of Bridgeshire Drive and Granton Lane).
- Building Official Jon Woerner participated in the Missouri Association of Building Codes Administrators Board meeting.

- Development Services staff participated in a zoom meeting with NearMap, a company that provides imagery services to enhance the information utilized as part of the City Geographic Information System.
- Development Services Director Jim Cadoret, Economic Development Director David Gress and City Planner Katie Jardieu participated in two economic development sessions as part of the Missouri Municipal League Virtual Annual Conference.
- Director Jim Cadoret and Economic Development Director David Gress participated in a webinar: *How is the Greater Kansas City Area Retail Sector Responding to COVID-19?*
- Code Enforcement Officer Drayton Vogel participated in the Missouri Association of Code Enforcement virtual training sessions.
- Director Jim Cadoret and City Planner Katie Jardieu participated in the quarterly meeting of communities participating in the Communities for All Ages initiative. Featured presenter Ms. Jardieu provided an overview of Raymore's involvement in the initiative and the work planned for 2021.
- Staff prepared documents for placing special assessments upon those properties the City had to abate nuisance violations upon over the last year. Special assessments are added to the tax bill when invoices remain unpaid for work the City completed, such as mowing or brush removal.
- Building Official Jon Woerner completed review of the building construction plans for the proposed [Scooter's Coffee](#) at 1800 W. Foxwood Drive.

## GIS Activities

- ArcGIS Enterprise upgrade operations (datastore) and configuration of additional clients
- Evaluation of commercial imagery services/products (nearmap imagery services)
- Map publication & operational data as required
- Requests for information, products, etc (ray-pec, consulting engineers, etc)
- Troubleshooting of portal development for clients
- Update of geospatial data and attribution, publication of mapbooks for police
- Response to inquiry from Ray/Pec & Grain Valley
- MARC Imagery (technical) workgroup
- Webinar - Development with ArcGIS Experience Builder (free online)
- Troubleshooting client database server connections, SQL user mapping

## Municipal Division Summary Reporting

### 17th Judicial Circuit - Cass County - Raymore Municipal Division

#### I. COURT INFORMATION

<b>Reporting Period:</b>		
September	2020	<b>Court activity occurred in reporting period: Yes</b>
<b>Clerk's Physical Address:</b>		<b>Mailing Address:</b>
100 Municipal Circle Raymore, MO 64083		100 Municipal Circle Raymore, MO 64083
<b>Telephone Number:</b>		<b>Vendor</b>
(816) 331-1712		Incode (Tyler Technologies)
<b>Fax Number:</b>		
(816) 331-0634		
<b>Prepared by:</b>		<b>Municipal Judge(s) Active During Reporting Period:</b>
Donna Furr-Court Administrator		Ross Nigro
<b>Prepared by E-mail Address:</b>		
donna.r.furr@courts.mo.gov		

II. MONTHLY CASELOAD INFORMATION		Alcohol & Drug Related Traffic	Other Traffic	Non-Traffic Ordinance
<b>A. Cases (citations / informations) pending at start of month</b>		44	1,281	686
<b>B. Cases (citations / informations) filed</b>		4	147	41
<b>C. Cases (citations / informations) disposed</b>				
	1. jury trial (Springfield, Jefferson County, and St. Louis County only)	0	0	0
	2. court / bench trial - GUILTY	0	0	0
	3. court / bench trial - NOT GUILTY	0	0	0
	4. plea of GUILTY in court	2	74	18
	5. violations Bureau Citations (i.e., written plea of guilty) and bond forfeitures by court order (as payment of fines / costs)	0	27	0
	6. dismissed by court	0	1	0
	7. nolle prosequi	1	15	5
	8. certified for jury trial (not heard in the Municipal Division)	0	0	0
	<b>9. TOTAL CASE DISPOSITIONS</b>	<b>3</b>	<b>117</b>	<b>23</b>
<b>D. Cases (citations / informations) pending at end of month [pending caseload = (A + B) – C9]</b>		<b>45</b>	<b>1,311</b>	<b>704</b>
<b>E. Trial de Novo and / or appeal applications filed</b>		<b>0</b>	<b>0</b>	<b>0</b>

III. WARRANT INFORMATION (pre- & post-disposition)		IV. PARKING TICKETS	
1. # Issued during reporting period:	88	Does court staff process parking tickets? Yes	
2. # Served/withdrawn during reporting period:	64	1. # Issued during reporting period:	0
3. # Outstanding at end of reporting period:	1,531		

V. DISBURSEMENTS	
<b>Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)</b>	
Fines – Excess Revenue	\$12,644.50
Clerk Fee – Excess Revenue	\$1,097.24
Crime Victims Compensation (CVC) Fund surcharge – Paid to City/Excess Revenue	\$33.30
Bond forfeitures (paid to city) – Excess Revenue	\$35.00
<b>Total Excess Revenue</b>	<b>\$13,810.04</b>
<b>Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)</b>	
Fines – Other	\$6,048.50
Clerk Fee – Other	\$384.01
Judicial Education Fund (JEF) Court does not retain funds for JEF: Yes	
Peace Officer Standards and Training (POST) Commission surcharge	\$122.00
Crime Victims Compensation (CVC) Fund surcharge – Paid to State	\$869.86
Crime Victims Compensation (CVC) Fund surcharge – Paid to City/Other	\$11.84
Law Enforcement Training (LET) Fund surcharge	\$246.87
Domestic Violence Shelter surcharge	\$489.00
Inmate Prisoner Detainee Security Fund surcharge	\$246.88
Sheriffs' Retirement Fund (SRF) surcharge	\$0.00
Restitution	\$0.00
Parking ticket revenue (including penalties)	\$0.00
Bond forfeitures (paid to city) – Other	\$250.00
<b>Total Other Revenue</b>	<b>\$8,668.96</b>
<b>Other Disbursements: Enter below additional surcharges and/or fees not listed above. Designate if subject to the excess revenue percentage limitation. Examples include, but are not limited to, arrest costs, witness fees, and board bill/jail costs.</b>	
DUI	\$200.00
<b>Total Other Disbursements</b>	<b>\$200.00</b>
<b>Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited</b>	<b>\$22,679.00</b>
Bond Refunds	\$646.50
<b>Total Disbursements</b>	<b>\$23,325.50</b>



# **Consent Agenda**



**THE RAYMORE CITY COUNCIL MET IN REGULAR SESSION MONDAY, SEPTEMBER 28, 2020 AT 100 MUNICIPAL CIRCLE, RAYMORE, MISSOURI. MEMBERS PRESENT: MAYOR TURNBOW, COUNCILMEMBERS ABDELGAWAD, BARBER, BERENDZEN, BURKE, HOLMAN, JACOBSON, AND TOWNSEND, CITY MANAGER JIM FEUERBORN, CITY ATTORNEY JONATHAN ZERR, DEPUTY CITY CLERK ERICA HILL, AND STAFF MEMBERS.**

- 1. Call To Order.** Mayor Turnbow called the meeting to order at 7:00 p.m.
- 2. Roll Call.** Deputy City Clerk Erica Hill called roll; quorum present to conduct business. Councilmember Circo absent.
- 3. Pledge of Allegiance.**
- 4. Presentations/Awards.**
- 5. Personal Appearances.**
- 6. Staff Reports.**

Public Works Director Mike Krass reviewed the staff report included in the Council packet. Councilmember Holman noted the striping project occurring on 58 Highway.

Parks and Recreation Director Nathan Musteen reviewed the staff report included in the Council packet. He reviewed the recent fishing derby, announced the movie night at Centerview this weekend, and stated the lights have been installed at the Arboretum at Memorial Park.

City Manager Jim Feuerborn announced agenda items for the October 5 work session. HE stated that staff has been revising the comprehensive plan. This includes a review and update to the strategic plan, which will be a topic with the Council followed by discussions with all boards and commissions, then followed by community meetings.

- 7. Committee Reports.**
- 8. Consent Agenda.**

**A. City Council Regular Meeting Minutes, September 14, 2020**

**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	Absent
Councilmember Holman	Aye
Councilmember Jacobson	Aye
Councilmember Townsend	Aye

## **9. Unfinished Business. Second Readings.**

### **A. Oak Ridge Farms Rezoning R-1 to PUD**

**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."**

Deputy City Clerk Erica Hill conducted the second reading of Bill 3570 by title only.

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

**DISCUSSION:** None

<b>VOTE:</b>	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Berendzen	Aye
	Councilmember Burke, III	Aye
	Councilmember Circo	Absent
	Councilmember Holman	Aye
	Councilmember Jacobson	Aye
	Councilmember Townsend	Aye

Mayor Turnbow announced the motion carried and declared Bill 3570 as **Raymore City Ordinance 2020-051.**

### **B. Award of Contract - Auditor**

**BILL 3568: "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."**

Deputy City Clerk Erica Hill conducted the second reading of Bill 3568 by title only.

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

**DISCUSSION:** None

<b>VOTE:</b>	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Berendzen	Aye
	Councilmember Burke, III	Aye
	Councilmember Circo	Absent
	Councilmember Holman	Aye
	Councilmember Jacobson	Aye
	Councilmember Townsend	Aye

Mayor Turnbow announced the motion carried and declared Bill 3568 as **Raymore City Ordinance 2020-052.**

**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."**

Deputy City Clerk Erica Hill conducted the second reading of Bill 3569 by title only.

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

**DISCUSSION:** None

<b>VOTE:</b>	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Berendzen	Aye
	Councilmember Burke, III	Aye
	Councilmember Circo	Absent
	Councilmember Holman	Aye
	Councilmember Jacobson	Aye
	Councilmember Townsend	Aye

Mayor Turnbow announced the motion carried and declared Bill 3569 as **Raymore City Ordinance 2020-053.**

**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."**

Deputy City Clerk Erica Hill conducted the second reading of Bill 3571 by title only.

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

**DISCUSSION:** None

<b>VOTE:</b>	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Berendzen	Aye
	Councilmember Burke, III	Aye
	Councilmember Circo	Absent
	Councilmember Holman	Aye
	Councilmember Jacobson	Aye
	Councilmember Townsend	Aye

Mayor Turnbow announced the motion carried and declared Bill 3571 as **Raymore City Ordinance 2020-054.**

## **10. New Business. First Readings.**

### **A. Park Side Subdivision Rezoning (public hearing)**

**BILL 3572: "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."**

Deputy City Clerk Erica Hill conducted the first reading of Bill 3572 by title only.

Mayor Turnbow opened the public hearing at 7:09 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. 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. 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), and the staff

report to be entered into the record. He reviewed the surrounding zoning districts and provided a history of the property. A Good Neighbor meeting was held on July 8, 2020 with 17 residents attending who asked general questions. He reviewed the Findings of Fact outlined in the staff report. Staff recommends approval of the rezoning. The Planning and Zoning Commission voted 8-0 at its September 15, 2020 meeting, to accept the staff proposed findings of fact and forward to the City Council with a recommendation of approval. He answered general questions from Council.

Joe Duffey, representing Park Side Investments, LLC and property owner Tyros, Inc., reviewed the plan and asked if Council had any questions regarding the project.

Councilmember Berendzen asked if there were plans to add a buffer between the project and existing farming neighbors. Mr. Duffey stated development should occur from west to east and he believes it will be addressed as they move closer to developing that side of the project. He stated their intent was not to run out the existing farming neighbors.

Kenneth Pfeiler, 806 N. Madison, noted the growth and concerns about stormwater runoff. He stated conversations with staff have eased the concerns raised from the Planning and Zoning meeting.

Mayor Turnbow opened the floor for public comment and hearing none, closed the public hearing at 7:23 p.m.

**MOTION:** By Councilmember Townsend, second by Councilmember Holman to approve the first reading of Bill 3572 by title only.

**DISCUSSION:** Councilmember Holman noted that stormwater runoff will be addressed in the preliminary and final plat stages of the approval process.

<b>VOTE:</b>	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Berendzen	Aye
	Councilmember Burke, III	Aye
	Councilmember Circo	Absent
	Councilmember Holman	Aye
	Councilmember Jacobson	Aye
	Councilmember Townsend	Aye

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

**BILL 3573: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, ESTABLISHING PROCEDURES AND REQUIREMENTS RELATING TO CONSTRUCTION AND DEPLOYMENT OF SMALL WIRELESS FACILITIES."**

Deputy City Clerk Erica Hill conducted the first reading of Bill 3573 by title only.

Mayor Turnbow opened the public hearing at 7:24 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. The 32nd amendment to the Unified Development Code (UDC) 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. He asked for the Growth Management Plan (GMP), UDC, notice of publication, and staff report to be entered into the record. At its September 1, 2020 meeting, the Planning and Zoning Commission voted 9-0 to accept the staff proposed findings of fact and forward to the City Council with a recommendation of approval. He answered general questions from Council.

Mayor Turnbow opened the floor for public comment and hearing none, closed the public hearing at 7:29 p.m.

**MOTION:** By Councilmember Townsend, second by Councilmember Holman to approve the first reading of Bill 3573 by title only.

**DISCUSSION:** None

<b>VOTE:</b>	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Berendzen	Aye
	Councilmember Burke, III	Aye
	Councilmember Circo	Absent
	Councilmember Holman	Aye
	Councilmember Jacobson	Aye
	Councilmember Townsend	Aye

**C. Support of Application for MHDC for Sunset Acres**

**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."**

Deputy City Clerk Erica Hill conducted the reading of Resolution 20-51 by title only.

Development Services Director Jim Cadoret provided a review of the staff report included in the Council packet. 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.

**MOTION:** By Councilmember Townsend, second by Councilmember Holman to approve the reading of Resolution 20-51 by title only.

**DISCUSSION:** none

<b>VOTE:</b>	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Berendzen	Aye
	Councilmember Burke, III	Aye
	Councilmember Circo	Absent
	Councilmember Holman	Aye
	Councilmember Jacobson	Aye
	Councilmember Townsend	Aye

#### **D. Budget Amendment - Depot Enhancements**

**BILL 3574: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING AN AMENDMENT TO THE FISCAL YEAR 2020 CAPITAL BUDGET."**

Deputy City Clerk Erica Hill conducted the first reading of Bill 3574 by title only.

Parks and Recreation Director Nathan Musteen provided a review of the staff report included in the Council packet. 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. He answered general questions from Council.

**MOTION:** By Councilmember Townsend, second by Councilmember Holman to approve the first reading of Bill 3574 by title only.

**DISCUSSION:** None

<b>VOTE:</b>	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye

Councilmember Berendzen	Aye
Councilmember Burke, III	Aye
Councilmember Circo	Absent
Councilmember Holman	Aye
Councilmember Jacobson	Aye
Councilmember Townsend	Aye

**11. Public Comments.**

**12. Mayor/Council Communication.**

Councilmember Burke thanked Parks and Recreation for putting together the volleyball league.

**13. Adjournment.**

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

**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

The regular meeting of the Raymore Council adjourned at 7:38 p.m.

Respectfully submitted,

Erica Hill  
Deputy City Clerk

**RESOLUTION 20-54**

**"A RESOLUTION OF THE CITY OF RAYMORE, MISSOURI, ACCEPTING THE PUBLIC IMPROVEMENTS OF EASTBROOKE 1ST PLAT LOTS 1-34 AND TRACTS A, B AND C."**

**WHEREAS,** The Director of Public Works has determined that the project has been satisfactorily completed in accordance with the project specifications; and

**WHEREAS,** The Public Works Director and Development Services Director have visually inspected the site and found it to be in compliance with City of Raymore Code Requirements.

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

Section 1. The Public Improvements for Eastbrooke 1st Plat Lots 1-34 and Tracts A, B, and C are accepted.

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

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

**DULY READ AND PASSED THIS 12TH DAY OF NOVEMBER, 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



# **Unfinished 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

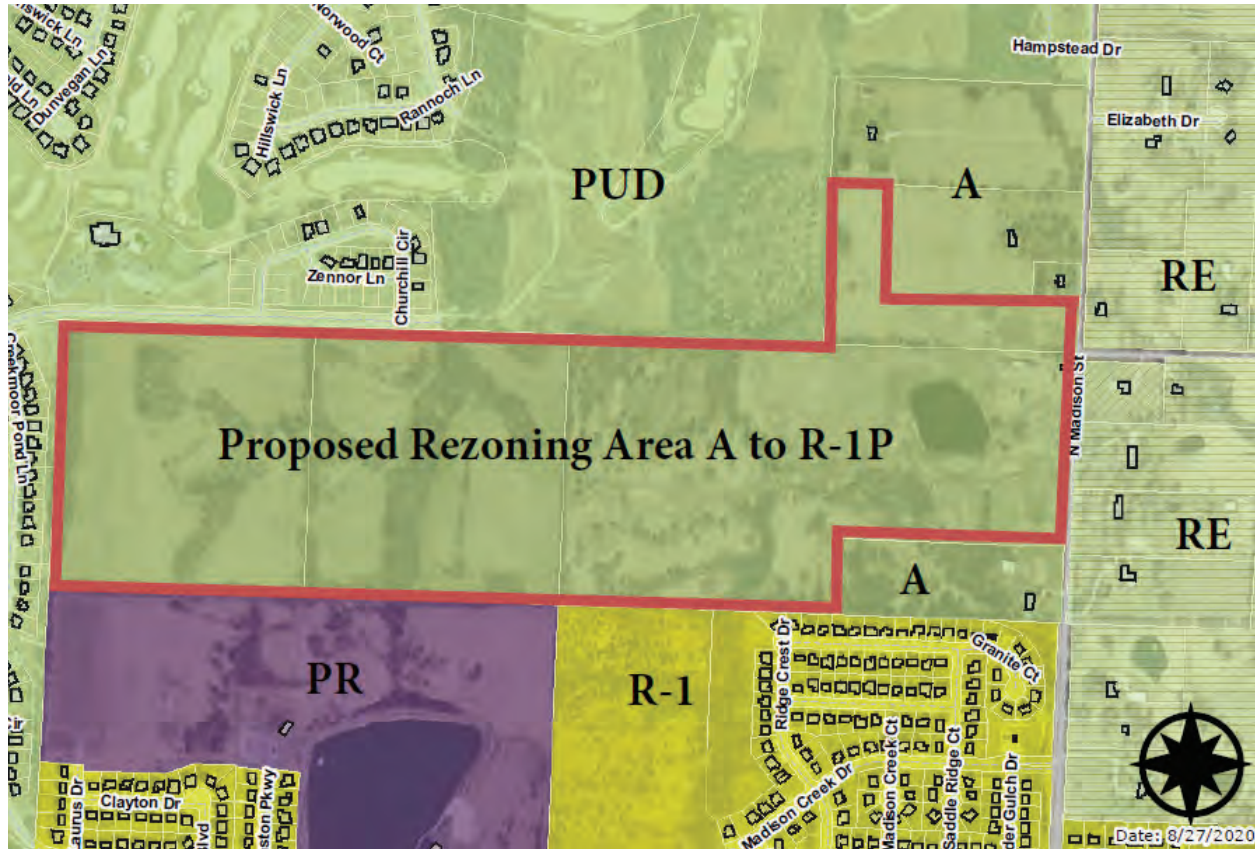
**Property Owner:** Tyros, Inc.  
%: Fred Ashbaugh  
1513 Cross Creek Drive  
Raymore, MO 64083

**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	
<b>Housing Diversity.</b>	
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"> <li>• Recessed, front-loaded (a minimum 8-foot setback from front façade)</li> <li>• Rear-loaded</li> <li>• Side-loaded, or</li> <li>• Detached garages</li> </ul>
<b>Residential Amenities.</b>	
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
<b>Minimum Lot Area</b>		
square feet	8,400	6,000
<b>Minimum Lot Width (feet)</b>	70	50
<b>Minimum Lot Depth (feet)</b>	100	100
<b>Yards, Minimum (feet)</b>		
front	30	25
rear	30	25
rear, lots adjacent to stream buffer	30	20
side	10	7
side, corner lot	30	15
<b>Maximum Building Height (feet)</b>	35	35
<b>Maximum Building Coverage (%)</b>	30	45

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

Use	A	R-1	Use Standard
<b>RESIDENTIAL USES</b>			
<b>Household Living</b>			
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

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

<b>Use</b>	<b>A</b>	<b>R-1</b>	<b>Use Standard</b>
<b>Day Care</b>			
Day Care Home	S	S	Section 420.030C
<b>Entertainment and Spectator Sports</b>			
Indoor	C	-	
Outdoor	C	-	
<b>Funeral and Interment Services</b>			
Cemetery	C	C	
Funeral Home	-	-	
<b>Lodging</b>			
Bed and Breakfast	S	-	Section 420.030H
<b>Medical Marijuana Cultivation Facility</b>	P	-	Section 420.030N
<b>Sports and Recreation, Participant</b>			
Outdoor	C	C	
Indoor	C	-	
<b>OTHER USES</b>			
<b>Accessory Uses</b>	S	S	Section 420.050
<b>Agricultural Uses</b>			
Farming	P	-	
Boarding Stables and Riding Schools	C	-	Section 420.040A
<b>Home Occupation</b>	S	S	Section 420.040B
<b>Parking</b>			
Accessory Parking	P	P	
<b>Wireless Communication Facility</b>			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 1<sup>st</sup></u>	<u>City Council 2<sup>nd</sup></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

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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
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**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
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## 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
<b>OTHER USES</b>												
<b>Wireless Communication Facility</b>												
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
<b>COMMERCIAL USES</b>									
<b>Wireless Communication Facility</b>									
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

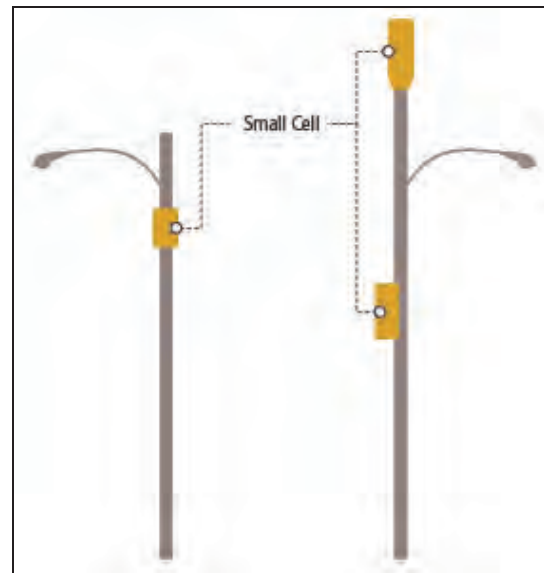


Image from alexandriava.gov

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 1<sup>st</sup></u>	<u>City Council 2<sup>nd</sup></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: 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:

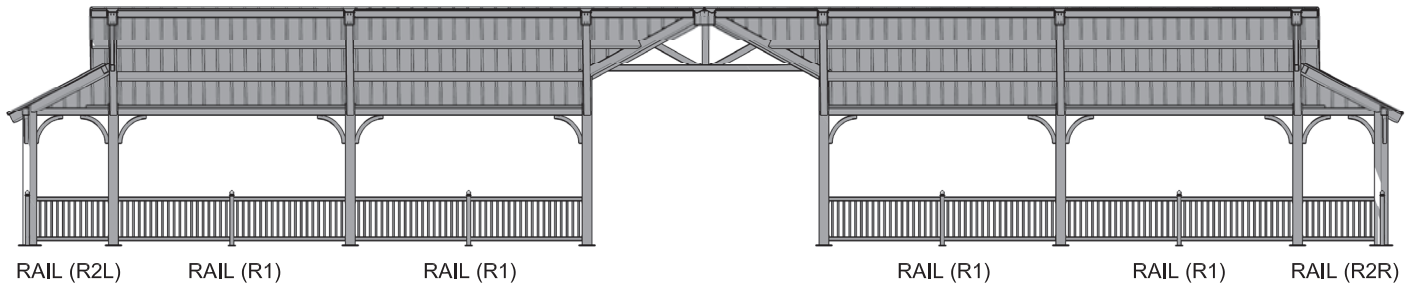
**Additional Railings**

Raymore Farmers Market  
Raymore, MO

Job # 91712-20



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.



# **New Business**







**CITY OF RAYMORE**  
**AGENDA ITEM INFORMATION FORM**

DATE: October 12, 2020

SUBMITTED BY: Elisa Williams

DEPARTMENT: Finance

<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 3576 Approving the Fiscal Year 2021 Budget

**STRATEGIC PLAN GOAL/STRATEGY**

4.3.2: Establish a strong connection between the budget and strategic plan

**FINANCIAL IMPACT**

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

**PROJECT TIMELINE**

Estimated Start Date	Estimated End Date
Nov. 1, 2020	Oct. 31, 2021

**STAFF RECOMMENDATION**

Approval

**OTHER BOARDS & COMMISSIONS ASSIGNED**

Name of Board or Commission: Planning & Zoning Commission (CIP)  
Date: Sept. 1, 2020  
Action/Vote: Approval, 9-0

**LIST OF REFERENCE DOCUMENTS ATTACHED**

REVIEWED BY:

Jim Feuerborn

## BACKGROUND / JUSTIFICATION

The City Manager transmitted the proposed Budget and Capital Improvement Program (CIP) to the City Council on Aug. 17, 2020. The Council had the opportunity to discuss the FY 2021 Budget and CIP at each Council work session following the presentation. The CIP was the subject of a public hearing by the Planning & Zoning Commission in September and that body recommended approval to the City Council.

The budget ordinance is presented as the City Manager's Proposed Budget.

**BILL 3576**

**ORDINANCE**

**“AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, APPROVING THE FISCAL YEAR 2021 BUDGET.”**

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

Section 1. The annual budget of the City of Raymore, Missouri, for the Fiscal Year beginning on November 1, 2020, and ending October 31, 2021, is finally approved, adopted and appropriated by fund and the maximum amounts to be expended are as follows:

	FY 2020-2021
General Fund (01)	
Administration	1,345,938
Information Technology	615,336
Economic Development	159,934
Development Services	733,110
Engineering	447,538
Streets	825,134
Stormwater	296,391
Buildings & Grounds	354,623
Municipal Court	141,670
Finance	690,877
Communications	198,020
Prosecuting Attorney	24,400
Police	4,115,077
Emergency Management	128,028
<b>Total Expenditures</b>	<b>\$10,076,076</b>
Transfer to Park Fund	100,000
<b>Total Transfers</b>	<b>100,000</b>
<b>Total General Fund</b>	<b>\$10,176,076</b>
<b>Park Fund (25)</b>	<b>\$1,525,954</b>
<b>General Obligation Debt (40)</b>	<b>\$2,120,723</b>
<b>Vehicle Replacement (03)</b>	<b>\$470,178</b>
<b>Restricted Revenue (04)</b>	<b>\$66,480</b>
<b>Enterprise Fund (50)</b>	
Water & Sewer Departments	5,779,586
Solid Waste	1,739,728

<b>Total Expenditures</b>	<b>\$7,519,314</b>
Transfer to General Fund	967,988
Transfer to VERP Fund	109,554
Transfer to Ent. Cap Maint Fund	600,000
<b>Total Transfers</b>	<b>\$1,597,684</b>
<b>Total Enterprise Fund</b>	<b>\$9,196,856</b>
<b>Capital Funds</b>	
<i>(includes projects, debt service, and other operating expenditures)</i>	
05 Building Equipment Replacement	20,000
36 Transportation	1,810,000
37 Excise Tax	200,000
45 Capital Sales Tax	1,324,337
46 Stormwater Sales Tax	642,208
47 Parks Sales Tax	775,000
52 Water Connection	158,471
53 Sewer Connection	88,471
54 Enterprise Capital Maintenance	489,338
<b>Total Capital Funds</b>	<b>\$5,507,825</b>

Section 2. The funds necessary for expenditure in the budget of the City of Raymore for the Fiscal Year beginning November 1, 2020, as summarized in Section 1, are hereby appropriated and set aside for the maintenance and operation of the various departments of the government of the City of Raymore, Missouri, together with the various activities and improvements set forth in said budget.

Section 3. The amount apportioned for each department as shown in the budget shall not be increased except by motion of the City Council duly made and adopted, but the objects of the expense comprising the total appropriation for any department may be increased or decreased at the discretion of the City Manager, providing that said adjustment shall not increase the total appropriation for the department.

Section 4. All portions of the final Fiscal Year 2020-21 budget book document prepared and submitted to the Mayor and City Council for consideration, as amended by the City Council prior to the adoption of this ordinance, are hereby adopted by reference, including all organizational charts, salary range charts, policies and procedures, and are made a part of this ordinance.

Section 5. All revenue of the City of Raymore not appropriated by this Ordinance and any amount appropriated by this Ordinance and not disbursed shall be expended or kept as directed by the City Council.

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

**DULY READ THE FIRST TIME THIS 12TH DAY OF OCTOBER 2020.**

**BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 26TH 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





**CITY OF RAYMORE**  
**AGENDA ITEM INFORMATION FORM**

DATE: Oct. 12, 2020

SUBMITTED BY: Jim Cadoret

DEPARTMENT: Development Services

<input 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**

Sidewalk on Undeveloped Lots Public Hearings

**STRATEGIC PLAN GOAL/STRATEGY**

Goal 2.2.2: Create and maintain a well-connected transportation network

**FINANCIAL IMPACT**

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

**PROJECT TIMELINE**

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

**STAFF RECOMMENDATION**

Authorize City to Install Sidewalks

**OTHER BOARDS & COMMISSIONS ASSIGNED**

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

**LIST OF REFERENCE DOCUMENTS ATTACHED**

Staff reports and Maps  
History of Requirement

REVIEWED BY:

Jim Feuerborn

## BACKGROUND / JUSTIFICATION

In January, 2020, staff identified 12 undeveloped lots that met the threshold requirement under the Unified Development Code to have sidewalk installed. Each lot owner was given until Aug. 1 to have sidewalk installed, or to secure a building permit for a home on the lot. Of the lot owners, four installed sidewalk and the remaining eight were provided notice of non-compliance with code. Each was advised that a public hearing would be held on Oct. 12 to determine if the City is to install the sidewalk and levy a special assessment against the lot for the costs to install the sidewalk. A staff report has been prepared for each lot identifying specific information for that property.

Upon completion of each public hearing staff requests Council to determine if the City is to install sidewalk upon the lot. A resolution confirming the decision made on each lot will then be presented to the Council on Oct. 26.

If the City is to install sidewalk upon a lot, no work would commence before Sept. 1 of 2021. If sidewalk is installed upon the lot by the property owner or a building permit issued for the lot prior to Sept. 1, 2021, no work will be completed by the City.





## History of Requirement to install Sidewalk on Undeveloped Lots

**TO:** Mayor and Council

**FROM:** City Staff

**DATE:** October 12, 2020

### History of the Code Provision:

During preparation of the initial draft of the Unified Development Code (UDC) in 2008 there were discussions regarding the problem of non-connectivity of sidewalks in developing subdivisions. While builders were constructing sidewalks when new homes were being constructed there was no provision for requiring sidewalks on undeveloped lots, thus leaving gaps between existing homes. There was interest among homeowners and the Planning and Zoning Commission to have sidewalks constructed on undeveloped lots so there are no gaps in the sidewalk network.

The initial proposal from staff was to have the subdivision developer install the sidewalk as part of the public infrastructure for any new subdivision phase. If any portion of the sidewalk became damaged during home construction the builder would be responsible for the repairs.

During the public hearing process for adoption of the UDC in the fall of 2008 the development community expressed concerns with installing sidewalks with the infrastructure and offered a compromise that became code when the UDC was adopted on December 8, 2008. The compromise was that sidewalks would be installed on undeveloped lots when 50% or more of the lots on the same side of the street in the same block already have a sidewalk and it has been 3 years since the effective date of the UDC. The code provision was to become effective on January 1, 2012.

In 2012 City Council approved two changes to the UDC regarding the applicability of the requirement and timing of the effective date of the requirement. The threshold for when a sidewalk is required on an undeveloped lot was increased to 66% and the effective date of the code provision was delayed for two additional years to January 1, 2014.

At its October 7, 2013 work session Council held a public hearing to obtain input regarding the pending implementation of the code provision. Since there was no consensus to deviate from the current code provision staff indicated it would proceed to enforce the code provision beginning on January 1, 2014. By adoption of Resolution 14-03 on January 13, 2014, City Council confirmed the requirement and the effective date of January 1, 2014.

In 2015 City Council approved an amendment to the UDC regarding sidewalk on an undeveloped corner lot. If one of the street frontages on a corner lot is determined to meet the threshold requirement then a sidewalk is required on all street frontages of the corner lot.

**Current Code Provision:**

The current code requirement for installation of sidewalk on an undeveloped lot reads:

Section 445.030K2a5:

The owner of any undeveloped lot within the subdivision or subdivision phase shall be required to construct a sidewalk on that lot when and:

- a. 66% or more of the lots on the same side of the street in the same block already have a sidewalk constructed; and
- b. it has been 3 years from the date the first Certificate of Occupancy was issued in the subdivision or subdivision phase that contains the undeveloped lot.

Section 445.030K2a6:

If any portion of a corner lot has frontage along a street that meets the threshold of subsection 5 above then sidewalk is required to be installed on all street frontages of the corner lot.

**2014-2018 Sidewalk Programs:**

Since the requirement became effective, there have been 141 lots within the City that have been required to have sidewalks installed. The property owner installed sidewalks on 84 lots. The City installed sidewalks on the remaining 57 lots and have received 100% reimbursement for costs associated with installation.

### **2019 Sidewalk Program**

On February 7, 2019 staff sent notification to the property owner for each of the 18 undeveloped lots that met the threshold requirement wherein sidewalk is required to be installed. There were a total of 8 different property owners notified.

The property owner has installed sidewalk, or secured a building permit to construct a home, on 17 of the lots. The City is scheduled to construct sidewalks on the 1 remaining lot in October of 2020.

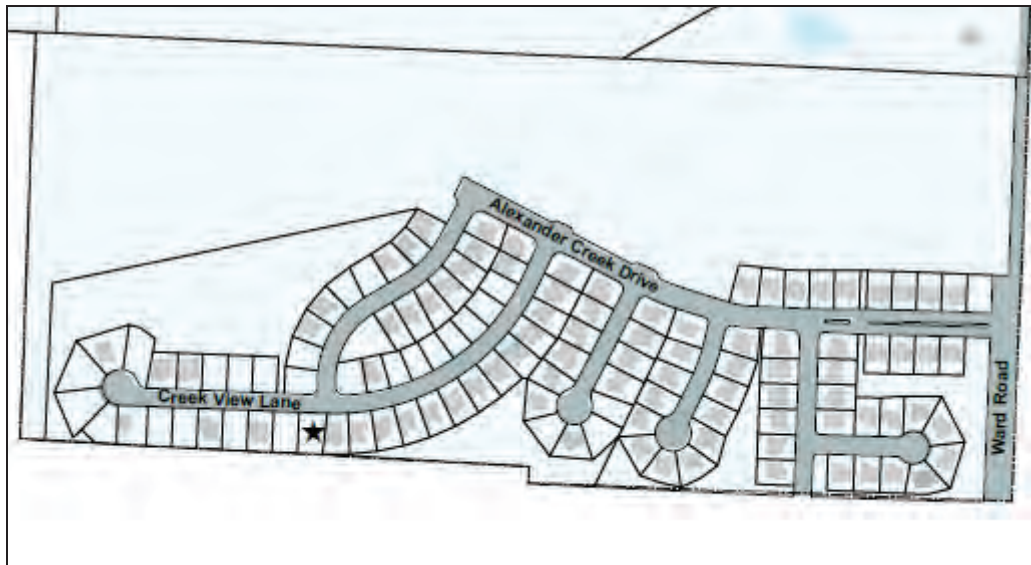
### **2020 Sidewalk Program**

On January 13, 2020 staff identified 12 undeveloped lots that met the threshold requirement to have sidewalks installed. Each lot owner was given until Aug. 1 to have sidewalk installed, or to secure a building permit for a home on the lot. Of the lot owners, 4 complied with the request and the remaining 8 were provided notice of non-compliance with code. Each property owner was advised that a public hearing would be held on Oct. 12 to determine if the City is to install the sidewalks and levy a special assessment against the lot for the costs to install the sidewalk.

If the City is to install sidewalks upon a lot, no work would commence before Sept. 1 of 2021. If sidewalk is installed upon the lot by the property owner or a building permit issued for the lot prior to Sept. 1, 2021, no work will be completed by the City.

## Sidewalk Required on Undeveloped Lot

**Property Location:** 1919 Creek View Lane  
**Legal Description:** Alexander Creek 2nd Plat Lot 73  
**Property Owner:** Alexander Creek Holdings



### STAFF COMMENTS:

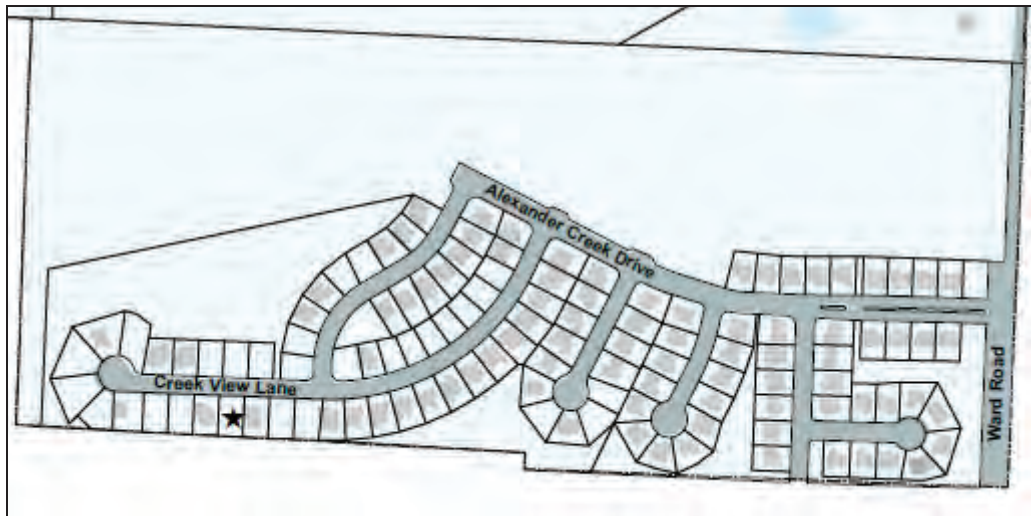
1. On 1/13/2020 the property owner was provided notice to install sidewalk on the undeveloped lot.
2. A representative of the property owner reached out to staff and indicated one of the builders in the subdivision has expressed interest in purchasing the lot.
3. This lot is one of five lots on the street segment that meet the threshold requirement to have sidewalk installed. Two additional lots recently secured permits for construction.

**STAFF PROPOSED FINDINGS:**

1. **Whether the sidewalk segment is necessary to create a continuous sidewalk from the subdivision to a school.**  
*This segment does not create a continuous sidewalk to a school.*
2. **Whether the sidewalk segment is necessary to create a continuous sidewalk from the subdivision to a sidewalk or trail on an arterial street.**  
*Yes, this sidewalk would provide a continuous sidewalk to Ward Road.*
3. **Whether installation of the sidewalk segment eliminates a safety concern.**  
*Yes, the sidewalk segment eliminates the need to walk in the street.*
4. **The percentage of the developed lots (degree of completion) in the subdivision or subdivision phase is high enough to warrant the installation of the sidewalk segment.**  
*Alexander Creek 2nd plat is 60% completed..*
5. **The likelihood that the lot would be developed within the next year.**  
*The property owner indicated there is interest in constructing a home on the lot in 2021.*
6. **Whether the sidewalk segment is necessary to create a continuous sidewalk to a park or subdivision amenities such as a pool.**  
*This segment would provide connectivity to the walking trail.*
7. **Whether the sidewalk segment is necessary to create a continuous sidewalk between subdivisions.**  
*This segment does not provide a direct connection with the sidewalk in another subdivision.*
8. **Whether the sidewalk was required under a previously adopted City Code provision.**  
*Yes, sidewalk was required under a previous City Code provision.*

## Sidewalk Required on Undeveloped Lot

**Property Location:** 1913 Creek View Lane  
**Legal Description:** Alexander Creek 2nd Plat Lot 75  
**Property Owner:** Alexander Creek Holdings



### STAFF COMMENTS:

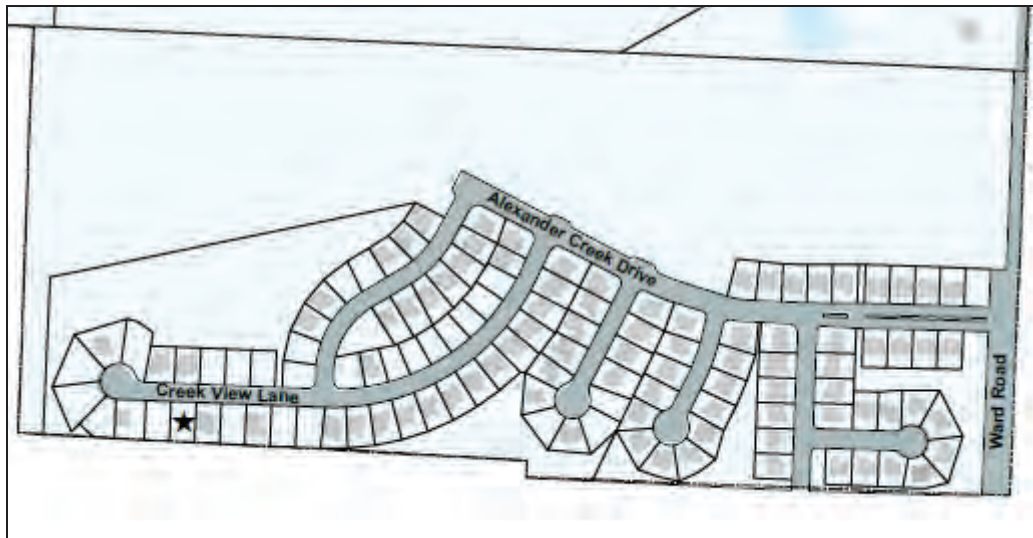
1. On 1/13/2020 the property owner was provided notice to install sidewalk on the undeveloped lot.
2. A representative of the property owner reached out to staff and indicated one of the builders in the subdivision has expressed interest in purchasing the lot.
3. This lot is one of five lots on the street segment that meet the threshold requirement to have sidewalk installed. Two additional lots recently secured permits for construction.

## STAFF PROPOSED FINDINGS:

1. **Whether the sidewalk segment is necessary to create a continuous sidewalk from the subdivision to a school.**  
*This segment does not create a continuous sidewalk to a school.*
2. **Whether the sidewalk segment is necessary to create a continuous sidewalk from the subdivision to a sidewalk or trail on an arterial street.**  
*Yes, this sidewalk would provide a continuous sidewalk to Ward Road.*
3. **Whether installation of the sidewalk segment eliminates a safety concern.**  
*Yes, the sidewalk segment eliminates the need to walk in the street.*
4. **The percentage of the developed lots (degree of completion) in the subdivision or subdivision phase is high enough to warrant the installation of the sidewalk segment.**  
*Alexander Creek 2nd plat is 60% completed..*
5. **The likelihood that the lot would be developed within the next year.**  
*The property owner indicated there is interest in constructing a home on the lot in 2021.*
6. **Whether the sidewalk segment is necessary to create a continuous sidewalk to a park or subdivision amenities such as a pool.**  
*This segment would provide connectivity to the walking trail.*
7. **Whether the sidewalk segment is necessary to create a continuous sidewalk between subdivisions.**  
*This segment does not provide a direct connection with the sidewalk in another subdivision.*
8. **Whether the sidewalk was required under a previously adopted City Code provision.**  
*Yes, sidewalk was required under a previous City Code provision.*

## Sidewalk Required on Undeveloped Lot

**Property Location:** 1909 Creek View Lane  
**Legal Description:** Alexander Creek 2nd Plat Lot 77  
**Property Owner:** Alexander Creek Holdings



### STAFF COMMENTS:

1. On 1/13/2020 the property owner was provided notice to install sidewalk on the undeveloped lot.
2. A representative of the property owner reached out to staff and indicated one of the builders in the subdivision has expressed interest in purchasing the lot.
3. This lot is one of five lots on the street segment that meet the threshold requirement to have sidewalk installed. Two additional lots recently secured permits for construction.

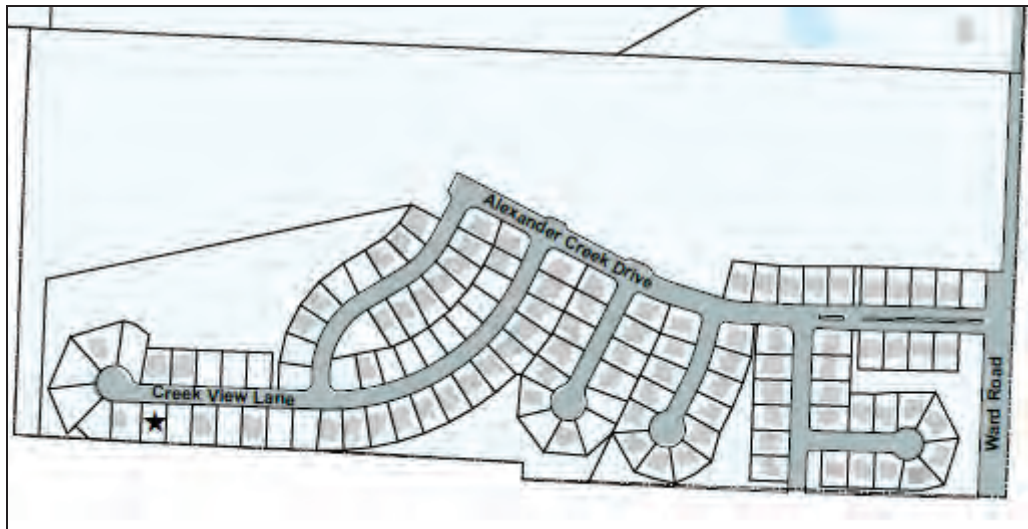


**STAFF PROPOSED FINDINGS:**

1. **Whether the sidewalk segment is necessary to create a continuous sidewalk from the subdivision to a school.**  
*This segment does not create a continuous sidewalk to a school.*
2. **Whether the sidewalk segment is necessary to create a continuous sidewalk from the subdivision to a sidewalk or trail on an arterial street.**  
*Yes, this sidewalk would provide a continuous sidewalk to Ward Road.*
3. **Whether installation of the sidewalk segment eliminates a safety concern.**  
*Yes, the sidewalk segment eliminates the need to walk in the street.*
4. **The percentage of the developed lots (degree of completion) in the subdivision or subdivision phase is high enough to warrant the installation of the sidewalk segment.**  
*Alexander Creek 2nd plat is 60% completed..*
5. **The likelihood that the lot would be developed within the next year.**  
*The property owner indicated there is interest in constructing a home on the lot in 2021.*
6. **Whether the sidewalk segment is necessary to create a continuous sidewalk to a park or subdivision amenities such as a pool.**  
*This segment would provide connectivity to the walking trail.*
7. **Whether the sidewalk segment is necessary to create a continuous sidewalk between subdivisions.**  
*This segment does not provide a direct connection with the sidewalk in another subdivision.*
8. **Whether the sidewalk was required under a previously adopted City Code provision.**  
*Yes, sidewalk was required under a previous City Code provision.*

## Sidewalk Required on Undeveloped Lot

**Property Location:** 1907 Creek View Lane  
**Legal Description:** Alexander Creek 2nd Plat Lot 78  
**Property Owner:** Alexander Creek Holdings



### STAFF COMMENTS:

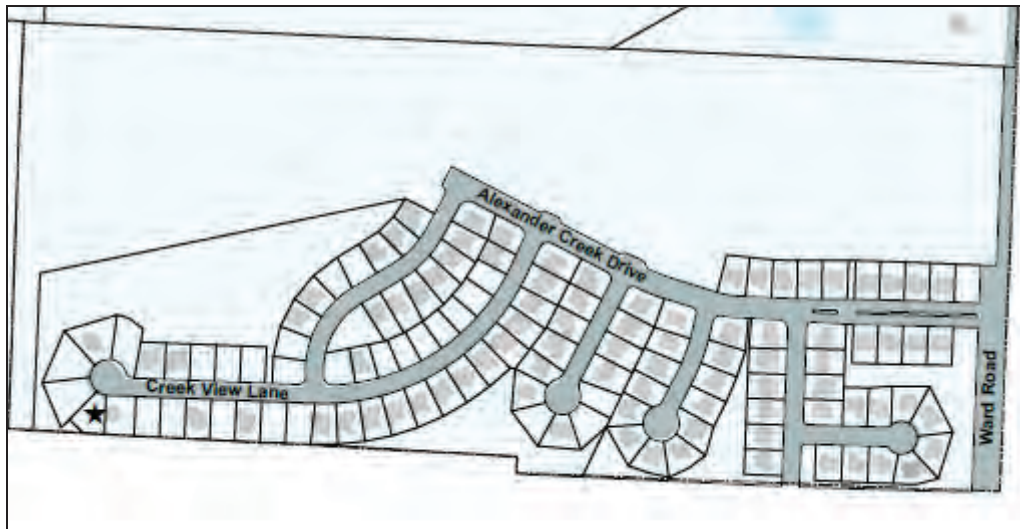
1. On 1/13/2020 the property owner was provided notice to install sidewalk on the undeveloped lot.
2. A representative of the property owner reached out to staff and indicated one of the builders in the subdivision has expressed interest in purchasing the lot.
3. This lot is one of five lots on the street segment that meet the threshold requirement to have sidewalk installed. Two additional lots recently secured permits for construction.

**STAFF PROPOSED FINDINGS:**

1. **Whether the sidewalk segment is necessary to create a continuous sidewalk from the subdivision to a school.**  
*This segment does not create a continuous sidewalk to a school.*
2. **Whether the sidewalk segment is necessary to create a continuous sidewalk from the subdivision to a sidewalk or trail on an arterial street.**  
*Yes, this sidewalk would provide a continuous sidewalk to Ward Road.*
3. **Whether installation of the sidewalk segment eliminates a safety concern.**  
*Yes, the sidewalk segment eliminates the need to walk in the street.*
4. **The percentage of the developed lots (degree of completion) in the subdivision or subdivision phase is high enough to warrant the installation of the sidewalk segment.**  
*Alexander Creek 2nd plat is 60% completed..*
5. **The likelihood that the lot would be developed within the next year.**  
*The property owner indicated there is interest in constructing a home on the lot in 2021.*
6. **Whether the sidewalk segment is necessary to create a continuous sidewalk to a park or subdivision amenities such as a pool.**  
*This segment would provide connectivity to the walking trail.*
7. **Whether the sidewalk segment is necessary to create a continuous sidewalk between subdivisions.**  
*This segment does not provide a direct connection with the sidewalk in another subdivision.*
8. **Whether the sidewalk was required under a previously adopted City Code provision.**  
*Yes, sidewalk was required under a previous City Code provision.*

## Sidewalk Required on Undeveloped Lot

**Property Location:** 1903 Creek View Lane  
**Legal Description:** Alexander Creek 2nd Plat Lot 80  
**Property Owner:** Alexander Creek Holdings



### STAFF COMMENTS:

1. On 1/13/2020 the property owner was provided notice to install sidewalk on the undeveloped lot.
2. A representative of the property owner reached out to staff and indicated one of the builders in the subdivision has expressed interest in purchasing the lot.
3. This lot is one of five lots on the street segment that meet the threshold requirement to have sidewalk installed. Two additional lots recently secured permits for construction.

**STAFF PROPOSED FINDINGS:**

1. **Whether the sidewalk segment is necessary to create a continuous sidewalk from the subdivision to a school.**  
*This segment does not create a continuous sidewalk to a school.*
2. **Whether the sidewalk segment is necessary to create a continuous sidewalk from the subdivision to a sidewalk or trail on an arterial street.**  
*Yes, this sidewalk would provide a continuous sidewalk to Ward Road.*
3. **Whether installation of the sidewalk segment eliminates a safety concern.**  
*Yes, the sidewalk segment eliminates the need to walk in the street.*
4. **The percentage of the developed lots (degree of completion) in the subdivision or subdivision phase is high enough to warrant the installation of the sidewalk segment.**  
*Alexander Creek 2nd plat is 60% completed..*
5. **The likelihood that the lot would be developed within the next year.**  
*The property owner indicated there is interest in constructing a home on the lot in 2021.*
6. **Whether the sidewalk segment is necessary to create a continuous sidewalk to a park or subdivision amenities such as a pool.**  
*This segment would provide connectivity to the walking trail.*
7. **Whether the sidewalk segment is necessary to create a continuous sidewalk between subdivisions.**  
*This segment does not provide a direct connection with the sidewalk in another subdivision.*
8. **Whether the sidewalk was required under a previously adopted City Code provision.**  
*Yes, sidewalk was required under a previous City Code provision.*

## Sidewalk Required on Undeveloped Lot

**Property Location:** 433 Spring Branch Drive  
**Legal Description:** Madison Creek 3rd Plat Lot 132  
**Property Owner:** Kevin Hardee Homes LLC



### STAFF COMMENTS:

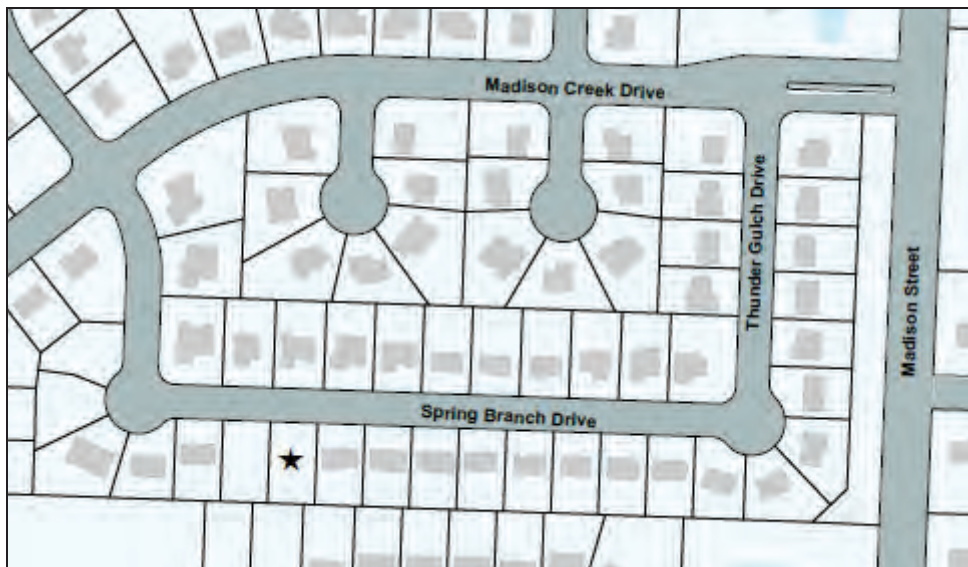
1. On 1/13/2020 the property owner was provided notice to install sidewalk on the undeveloped lot.
2. This lot is one of two lots on the street segment that meet the threshold requirement to have sidewalk installed.

**STAFF PROPOSED FINDINGS:**

1. **Whether the sidewalk segment is necessary to create a continuous sidewalk from the subdivision to a school.**  
*This segment does create a continuous sidewalk to Timber Creek Elementary School.*
2. **Whether the sidewalk segment is necessary to create a continuous sidewalk from the subdivision to a sidewalk or trail on an arterial street.**  
*Yes, this sidewalk would provide a continuous sidewalk to North Madison Street.*
3. **Whether installation of the sidewalk segment eliminates a safety concern.**  
*Yes, the sidewalk segment eliminates the need to walk in the street.*
4. **The percentage of the developed lots (degree of completion) in the subdivision or subdivision phase is high enough to warrant the installation of the sidewalk segment.**  
*Alexander Creek 2nd plat is 87% completed..*
5. **The likelihood that the lot would be developed within the next year.**  
*Homes are under construction in the subdivision. There is a possibility of constructing a home on the lot in 2021.*
6. **Whether the sidewalk segment is necessary to create a continuous sidewalk to a park or subdivision amenities such as a pool.**  
*This segment would provide connectivity to the subdivision pool.*
7. **Whether the sidewalk segment is necessary to create a continuous sidewalk between subdivisions.**  
*This segment does not provide a direct connection with the sidewalk in another subdivision.*
8. **Whether the sidewalk was required under a previously adopted City Code provision.**  
*Yes, sidewalk was required under a previous City Code provision.*

## Sidewalk Required on Undeveloped Lot

**Property Location:** 431 Spring Branch Drive  
**Legal Description:** Madison Creek 3rd Plat Lot 133  
**Property Owner:** Kevin Hardee Homes LLC



### STAFF COMMENTS:

1. On 1/13/2020 the property owner was provided notice to install sidewalk on the undeveloped lot.
2. This lot is one of two lots on the street segment that meet the threshold requirement to have sidewalk installed.



**STAFF PROPOSED FINDINGS:**

1. **Whether the sidewalk segment is necessary to create a continuous sidewalk from the subdivision to a school.**  
*This segment does create a continuous sidewalk to Timber Creek Elementary School.*
2. **Whether the sidewalk segment is necessary to create a continuous sidewalk from the subdivision to a sidewalk or trail on an arterial street.**  
*Yes, this sidewalk would provide a continuous sidewalk to North Madison Street.*
3. **Whether installation of the sidewalk segment eliminates a safety concern.**  
*Yes, the sidewalk segment eliminates the need to walk in the street.*
4. **The percentage of the developed lots (degree of completion) in the subdivision or subdivision phase is high enough to warrant the installation of the sidewalk segment.**  
*Alexander Creek 2nd plat is 87% completed..*
5. **The likelihood that the lot would be developed within the next year.**  
*Homes are under construction in the subdivision. There is a possibility of constructing a home on the lot in 2021.*
6. **Whether the sidewalk segment is necessary to create a continuous sidewalk to a park or subdivision amenities such as a pool.**  
*This segment would provide connectivity to the subdivision pool.*
7. **Whether the sidewalk segment is necessary to create a continuous sidewalk between subdivisions.**  
*This segment does not provide a direct connection with the sidewalk in another subdivision.*
8. **Whether the sidewalk was required under a previously adopted City Code provision.**  
*Yes, sidewalk was required under a previous City Code provision.*

## Sidewalk Required on Undeveloped Lot

**Property Location:** 1503 Lewis Circle  
**Legal Description:** Westbrook of Creekmoor 7th Plat Lot 168  
**Property Owner:** Byron & Wendra Pierce



### STAFF COMMENTS:

1. On 1/13/2020 the property owner was provided notice to install sidewalk on the undeveloped lot.
2. The current property owner purchased the property on 12/16/2019. The previous property owner received notice in 2019 that the sidewalk was required.
3. This is the only lot remaining on the cul-de-sac that does not have a sidewalk.

## STAFF PROPOSED FINDINGS:

1. **Whether the sidewalk segment is necessary to create a continuous sidewalk from the subdivision to a school.**  
*Yes, this segment would create a continuous sidewalk to the Creekmoor Elementary school.*
2. **Whether the sidewalk segment is necessary to create a continuous sidewalk from the subdivision to a sidewalk or trail on an arterial street.**  
*Yes, this sidewalk would provide a continuous sidewalk to the trail along Foxridge Drive.*
3. **Whether installation of the sidewalk segment eliminates a safety concern.**  
*Yes, the sidewalk segment eliminates the need to walk in the street.*
4. **The percentage of the developed lots (degree of completion) in the subdivision or subdivision phase is high enough to warrant the installation of the sidewalk segment.**  
*Westbrook at Creekmoor 7th plat is 94% completed..*
5. **The likelihood that the lot would be developed within the next year.**  
*The property owner indicated they have an interest in constructing a home on the lot in 2021.*
6. **Whether the sidewalk segment is necessary to create a continuous sidewalk to a park or subdivision amenities such as a pool.**  
*This segment would provide connectivity to the pool, common areas and walking trails.*
7. **Whether the sidewalk segment is necessary to create a continuous sidewalk between subdivisions.**  
*This segment does not provide a direct connection with the sidewalk in another subdivision.*
8. **Whether the sidewalk was required under a previously adopted City Code provision.**  
*Yes, sidewalk was required under a previous City Code provision.*





**CITY OF RAYMORE**  
**AGENDA ITEM INFORMATION FORM**

DATE: Oct. 12, 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 20-52 - Schedule of Fees

**STRATEGIC PLAN GOAL/STRATEGY**

Goal 4.3: Ensure Fiscal Discipline and Good Stewardship of Public Resources

**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**

Schedule of Fees

**REVIEWED BY:**

Jim Feuerborn

## BACKGROUND / JUSTIFICATION

The Schedule of Fees has been modified to include fees for the installation of small wireless facilities within City right-of-way. There is an initial application fee for each facility placed within the right-of-way and an annual fee thereafter. The fees are charged for each City utility or light pole installation. If a wireless carrier submits 10 or more applications bundled together, there is an overall initial application fee reduction of 30%.

## RESOLUTION 20-52

### **"A RESOLUTION OF THE CITY OF RAYMORE, MISSOURI, AMENDING THE SCHEDULE OF FEES"**

**WHEREAS**, in June of 2009 City Council adopted a comprehensive Schedule of Fees and Charges for the City of Raymore; and

**WHEREAS**, the Schedule of Fees has been modified to include fees associated with the installation of small wireless facilities within the City rights-of-way.

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

Section 1. The Schedule of Fees attached as Exhibit A is approved.

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 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

# Schedule of Fees and Charges

Appeals to Board of Appeals	Appeal applicable to a: \$50 - owner - occupied residential structure \$250 - all other appeals
Mud Deposit (4)	\$500
Temporary Certificate of Occupancy (5)	\$1,000 bond, refundable
Investigation Fee (charged if work commenced without a permit)	3 times the cost of the permit
Refunds	See (6)
South Metropolitan Fire District Building Permit Fee	See (7)

- (1) Building valuation shall be calculated from the most recent table published by ICC.
- (2) Valuation shall be calculated on the living area multiplied by the cost per square foot plus the garage area multiplied by the cost per square foot.
- (3) The cost per square foot will be taken from the appropriate occupancy category from the Building Valuation Data.
- (4) Each builder working in the City must deposit a sum of \$500 at time of issuance of building permit
- (5) Building Official is authorized to issue a temporary certificate of occupancy under certain conditions
- (6) The Building Official may authorize the refunding of not more than 80% of the permit cost when no work has been done
- (7) Plan review fee and inspection fee is separate from City plan review and building permit/inspection fees and must be obtained from the Fire District, located at 611 Foxwood Drive, Raymore, MO 64083 816-331-

Excise Tax		
Residential development	\$2,135 / trip generated	Effective November 1, 2020
Non-residential development	\$570 / trip generated	Effective November 1, 2020

Number of trips generated per use is established by Resolutions 07-42. Actual excise due is calculated in accordance with section 605.090 of the Raymore City Code.

Public Works	
Design and construction manual	\$40
Engineering public infrastructure inspection fee	5% of construction cost for inspection
Engineering public infrastructure plan review fee	1% of construction cost for plan review

<u>Plan copies</u>	
letter	\$0
11x17	\$0
Plan size	\$5

<u>Miscellaneous Permit Fees</u>	
Right of Way (ROW) - Administrative/Management Fee	\$35 per 660 foot section
Small Wireless Facility on existing utility pole	\$150 per pole at installation; \$100 per year per pole thereafter
Small Wireless Facility with installation of a new City utility pole	\$500 per pole at installation; \$100 per year per pole thereafter
Rate for collocation of Small Wireless Facility to City utility pole	\$150 per year per pole
Small Wireless Facility Consolidated Application Fee	If 10 + applications are filed concurrently, total installation fee can be reduced by 30%
Small Wireless Facility Performance Bond	\$1,000 per pole
Sewer - toxic pollutant failure to clean (grease) discharge	\$500
Sewer - toxic pollutant failure to clean grease trap	\$100 per day for the continuation of violation
Grading (Land Disturbance) Permit	\$500
Finance security	\$1,000 per gross acre

- a. The first (1st) five thousand dollars (\$5,000.00) of the financial security shall be by cash deposit to the City of Raymore. If at any time during the course of the work this amount falls below the original amount of the deposit, the permittee shall deposit the necessary funds to return the cash deposit to a balance of five thousand dollars (\$5,000.00).
- b. The remaining financial security balance may be in the form of cash deposit, letter of credit or bond.

<u>Blasting Permit</u>	
Blasting permit	actual cost for inspection of blasting, testing or readings
Deposit - for inspection	\$500
Delinquent fee	\$25

Water & Sewer Utility	
<u>Water Tap Fees</u>	
3/4" meter size	
Sensus iPearl 5/8 Meter 4 wheel 100 gallon	\$2,431
Meter supply fee	\$517
1" meter size	
Sensus iPearl 1" Meter 4 wheel 100 gallon	\$3,798
Meter supply fee	\$628
1-1/2" meter size	
Sensus iPearl 1 1/2" Meter 6 wheel 100 gallon	\$4,748
Meter supply fee	\$1,375
2" meter size	
Sensus iPearl 2" Meter 6 wheel 100 gallon	\$9,493
Meter supply fee	\$1,606
3" meter size	
Sensus iPearl 3" Meter C2 Compound 6 wheel 100 gallon	\$14,241
Meter supply fee	\$2,023
4" meter size	
Sensus iPearl 4" Meter C2 Compound 6 wheel 100 gallon	\$19,023
Meter supply fee	\$3,235
6" meter size	
Sensus iPearl 6" Meter C2 Compound 6 wheel 100 gallon	\$47,475
Meter supply fee	\$5,448
Removal and inspection of water meter charge	

actual cost of such removal, tests, and replacement by consumer if the meter differs less than 2%





**CITY OF RAYMORE**  
**AGENDA ITEM INFORMATION FORM**

DATE: Oct. 12, 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 type="checkbox"/> Agreement	<input type="checkbox"/> Discussion	<input type="checkbox"/> Other	

**TITLE / ISSUE / REQUEST**

Bill 3577 - Budget Amendment FY2020 Operating Adjustments

**STRATEGIC PLAN GOAL/STRATEGY**

4.3.2: Establish a strong connections between the budget and the strategic plan

**FINANCIAL IMPACT**

Award To:  
Amount of Request/Contract:  
Amount Budgeted:  
Funding Source/Account#: General & Restricted Revenue Funds

**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**

REVIEWED BY:

Jim Feuerborn

## BACKGROUND / JUSTIFICATION

During Fiscal Year 2020, the following operating transactions occurred that require budget amendments. Finance staff has accumulated these items to be addressed as a single budget amendment.

1. The Administration Department had additional expenditures associated with the retirement of employees. \$73,556
2. The Buildings & Grounds Department had additional expenditures associated with the telephone system. \$10,000
3. The Finance Department had additional expenditures associated with credit card processing fees. \$16,000
4. During 2020 Covid-19 caused a national pandemic leading to expenditures that were not budgeted. They were reimbursed by Cass County through the CARES Act. \$260,000
5. There were expenses in the Restricted Revenue Fund that were not budgeted for FY2020: Annexation, employee training/safety, communications signage and the police firing range rental. \$61,060

**BILL 3577**

**ORDINANCE**

**“AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI AMENDING THE FISCAL YEAR 2020 OPERATING BUDGET.”**

**WHEREAS**, the Fiscal Year 2020 budget was adopted by the Raymore City Council; and

**WHEREAS**, during 2019-2020 the Administration Department of the General Fund had additional expenditures associated with the retirement of employees ; and

**WHEREAS**, during 2019-2020 the Buildings & Grounds Department of the General Fund had additional expenditures associated with the telephone system; and

**WHEREAS**, during 2019-2020 the Finance Department of the General Fund had additional expenditures associated with credit card processing fees; and

**WHEREAS**, during 2019-2020 there were expenses associated with: annexation, employee training/safety, communications signage, and police firing range rental out of the Restricted Revenue Fund that were not budgeted; and

**WHEREAS**, during 2019-2020 Covid-19 caused a national pandemic leading to expenditures that were not budgeted and were reimbursed by Cass County through the CARES Act; and

**WHEREAS**, staff recommends amending FY 2020 Operating Budget.

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

Section 1. That the City of Raymore Fiscal Year 2020 Operating Budget is amended as follows:

<b><u>Revenues</u></b>	<b><u>Budgeted</u></b>	<b><u>Amended Budget</u></b>	<b><u>Change</u></b>
General Fund - Covid-19 (01-30)	\$0.00	\$260,000	\$260,000

<b><u>Expenditures</u></b>	<b><u>Budgeted</u></b>	<b><u>Amended Budget</u></b>	<b><u>Change</u></b>
General Fund - Eng (01-01)	\$1,336,407	\$1,409,963	\$73,556
General Fund - B&G (01-07)	\$410,706	\$420,706	\$10,000

General Fund - Finance (01-11)	\$632,057	\$648,057	\$16,000
General Fund - Covid-19 (01-30)	\$0.00	\$260,000	\$260,000
Restricted Revenue Fund (04)	\$16,480	\$77,540	\$61,060

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 12TH DAY OF OCTOBER, 2020.**

**BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 26TH 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



**CITY OF RAYMORE**  
**AGENDA ITEM INFORMATION FORM**

DATE: October 12, 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 3575 - Ward Road Design

**STRATEGIC PLAN GOAL/STRATEGY**

2.2.2 Create and maintain a well-connected transportation network

**FINANCIAL IMPACT**

Award To: Wilson & Company  
Amount of Request/Contract: \$413,103  
Amount Budgeted:  
Funding Source/Account#: FY 2020 General Obligation Bonds

**PROJECT TIMELINE**

Estimated Start Date	Estimated End Date
November 2020	April 2021

**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 reconstruction of Ward Road is a voter approved project included in the 2020 General Obligation Bond election.

Staff issued a Request for Qualifications to engineering firms. The following firms submitted a response:

- SK Design Group, Inc.
- CFS Engineers
- Wilson & Company
- SE3, LLC
- Affinis Corp
- Walter P Moore
- BHC Rhodes
- Olsson
- McClure

Staff reviewed the statement of qualifications submitted and recommends the City retain the services of Wilson & Company to provide design services for the Ward Road Design Project.

**BILL 3575**

**ORDINANCE**

**“AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH WILSON & COMPANY FOR THE WARD ROAD DESIGN PROJECT, CITY PROJECT NUMBER 20-360-301, IN THE AMOUNT OF \$413,103 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 staff publicly advertised for Ward Road Design services, and;

**WHEREAS**, staff reviewed the proposals submitted and found that the proposal from Wilson & Company 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 \$413,103 with Wilson & Company, for the Ward Road Design 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 12TH DAY OF OCTOBER, 2020.**

**BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 26TH 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





CITY OF RAYMORE  
CONTRACT FOR PROFESSIONAL SERVICES

**WARD ROAD DESIGN SERVICES**

**AGREEMENT FOR PROVISION OF THE FOLLOWING SERVICES**

Agreement made this 26th day of October, 2020 between Wilson & Company, an entity organized and existing under the laws of the State of Missouri, with its principal office located at 800 East 101st Terrace, Suite 200, Kansas City, MO 64131, 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 October 26, 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 #20-360-301 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 # 20-360-301 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, \$413,103.00 which is "not to exceed" Four Hundred Thirteen Thousand One Hundred Three 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)

**WILSON & COMPANY**

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 October, 2020, with final design and bid specifications completed no later than March 1, 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 enforce 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 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 DESIGN SERVICES**  
**RFQu #20-360-301**  
**CITY OF RAYMORE, MISSOURI**

**GENERAL SCOPE OF SERVICES**

The purpose of this contract is to provide professional design services to develop Final Plans, Special Provisions, and Estimates for the improvements to Ward Road, beginning at the north limits of the future MoDOT roundabout to be constructed at the intersection of Ward Road with MO-58 on the south, and ending at the intersection of Ward Road at 163<sup>rd</sup> Street on the north. This includes drainage improvements, constructing Ward Road to a 3-lane typical section, enclosed storm sewer, trail, sidewalk, permanent striping and signing, erosion control, and replacement of the Alexander Creek Bridge.

The Preliminary Plans will be considered 60% complete. The Final Check Plans will be considered 95% complete and Final Plans, Special Provisions, and Estimate (PS&E) will be considered 100% complete.

**DETAILED SCOPE OF SERVICES**

**Section 1 – Project Initiation**

- 1.1 The Consultant will prepare a Project Work Plan (PWP) that covers the methodology, design criteria, and other pertinent information that will affect the project design and schedule.
- 1.2 The Consultant will prepare a proposed design criteria spreadsheet to be shared and approved by the City prior to starting design.
- 1.3 The Consultant will establish quality control checklist and determine the appropriate reporting format
- 1.4 The Consultant will attend a kick-off meeting with City staff to determine specific project needs and general project desires. Existing plans, reports and other information will be reviewed and received at this meeting. In addition, the Consultant and the City will develop a design schedule as well as a proposed project schedule.

**Section 2 – Preliminary Plans**

- 2.1 Refine the typical sections to be used for the design based on the City of Raymore Standard Section and City recommendations.

- Pavement type
  - Pavement thickness
  - Subgrade treatment
  - Backslopes and foreslopes
  - Lane widths
  - Sidewalk Locations
- 2.2 The consultant will define proposed horizontal alignments for Ward Road and affected sideroads.
- 2.3 The consultant will define proposed vertical alignments for Ward Road and affected sideroads.
- 2.4 The Consultant will submit a Utility Location Report to each of the utility companies identified in the project corridor. The report will also include 11 x 17 conceptual plan sheets of the project for their use in locating their facilities.
- 2.5 The Consultant will prepare a Utility Conflict report that will log potential conflict locations between the proposed improvements and the existing utilities. As the design progresses, the report will be updated to remain current.
- 2.6 The Consultant will prepare a hydrological study and analysis to establish recommendations concerning appropriate waterway opening for the proposed Alexander Creek Bridge. If appropriate, perform watershed analysis and computer flow modeling using HEC-RAS or other hydraulic software approved by the City. Provide a written report of the results of this hydraulic analysis with recommendations for this project and provide copies of any computer digital data.
- 2.7 The Consultant will prepare a base 3D roadway design model to determine construction limits, final proposed right-of-way, drainage and temporary easements, and associated impacts.
- 2.8 Determine the size of proposed roadway ditches based on analysis of flow intercepted by the roadway.
- 2.9 Develop existing drainage area map to determine location(s) of necessary crossroad drainage structures.
- 2.10 Develop a storm drainage system design in accordance with the design standards identified on the proposed design criteria spreadsheet developed in Section 1.2.
- Prepare a pavement drainage area map for the project. Each subbasin for each inlet structure will be clearly identified on the drawing.

- Design the location of curb inlets and drainage structures based on the City's minimum design requirements for a major collector street.
- 2.11 Determine appropriate location of sidewalk and/or trail in relation to the Ward Road centerline on the typical sections.
- 2.12 Develop erosion control plan for the proposed improvements. The extent of the drawings will identify the general design for placement of silt fencing, wattles, sedimentation basins, and other erosion control measures during construction activities.
- 2.13 Prepare a preliminary drawing for the permanent pavement marking and signing plan.
- 2.14 Prepare a preliminary drawing for the traffic control and construction phasing plan.
- 2.15 The Consultant will develop up to two (2) bridge design concepts for the City's use in determining their preferred improvements to the Alexander Creek bridge. The concepts to be developed will be determined during the project kickoff meeting in Section 1.4. The concepts will consist of a typical section and narrative on the important features of each concept, including potential cost implications.
- 2.16 The Consultant will begin a preliminary design of the new Alexander Creek bridge to aid in project design decisions and cost estimation purposes.
- 2.17 The following plan sheets will be prepared for the Preliminary plan submittal.
- Title Sheet
  - Typical Section Sheets
  - Control and Reference Ties Sheet
  - Plan and Profile Sheets
  - Storm Sewer Plan and Profile Sheets
  - Permanent Pavement Marking and Signing Sheets
  - Erosion Control Sheets
  - Traffic Control and Construction Phasing Sheets
  - Crossroad Drainage Cross Sections
  - Roadway Cross Sections
- 2.18 The Consultant will prepare an Opinion of Probable Construction Cost using City and/or MoDOT standard bid items.
- 2.19 The Consultant will attend a concept layout meeting with City staff.
- 2.20 The Consultant will attend a preliminary plan review meeting with City staff.

- 2.21 The Consultant will attend a preliminary utility meeting.
- 2.22 The Consultant will install and collect automated traffic counters at the following three (3) intersections of Ward Road to determine whether turn lanes (left and right) are needed:
  - SW 163<sup>rd</sup> Street
  - Sierra Drive
  - E 171<sup>st</sup> Street
- 2.23 The Consultant will review the intersection traffic count data and determine the appropriate size and configuration of any necessary turn lanes on Ward Road at the intersection of 163<sup>rd</sup> Street.
- 2.24 Develop lighting criteria. This includes light fixture selection, pole height determination, and approximate pole spacing. Criteria will be based around ANSI RP-8-14 for roadway lighting.
- 2.25 Develop photometric calculations for entire section of roadway. This will be used to determine actual pole placements while accounting for conflicts with intersections, sidewalks, or utilities.
- 2.26 Develop report to summarize findings for turn over to the City and their preferred contractor to finish the underground utility design.
- 2.27 Work with Evergy to locate a new service and meter location for the lighting.

### **Section 3 – Final Plans (95% Complete)**

- 3.1 The Consultant will update the floodplain analysis performed during preliminary design with the agreed upon design of the Alexander Creek bridge.
- 3.2 The Consultant will update the proposed storm sewer system based on any changes determined during review of the preliminary plans.
- 3.3 The Consultant will prepare all documents required to certify a no-rise condition for Alexander Creek to the Missouri State Emergency Management Agency (SEMA).
- 3.4 The Consultant will assist the City in preparing, submitting and communicating information for the following environmental permits which are anticipated for the project:
  - a. Notice of Intent (NOI) for Stormwater Runoff from Construction Activities.
  - b. Stormwater Pollution Prevention Plan (SWPPP)
  - c. Nation Wide Permit (NWP) for Road and Stream Crossings (COE).

- d. Obstructions in Streams permit (DWR).
  - e. Missouri Department of Wildlife and Parks threatened and endangered species determination.
  - f. Missouri Historical Society historical determination.
- 3.5 The Consultant will develop bridge design plans for a two-span replacement of the Alexander Creek bridge.
- 3.6 Prepare Final Plans including finalizing the design, details, and plans items not detailed elsewhere in Section 3.
- 3.7 Temporary traffic control and construction phasing plans will be modified to account for changes made after the preliminary plans have been reviewed and utility consultation is completed.
- 3.8 The Consultant will prepare specifications for any construction work items that are not covered under the City's Standard Specifications based on comments received during the Preliminary Plan review.
- 3.9 The Consultant will attend a Final Utility meeting.
- 3.10 The Consultant will update the Opinion of Probable Construction Cost using City and/or MoDOT standard bid items.

#### **Section 4 – Right-of-Way Plans**

- 4.1 The Consultant will design necessary rights-of-way and/or easements and produce right-of-way plan sheets for 20 parcels.
- 4.2 The Consultant will perform field checks of section, property & existing ROW monuments.
- 4.3 CAD production of data from original survey & found land corners.
- 4.4 The Consultant will produce exhibits on 20 parcels, legal descriptions for temporary construction & utility easements and ROW taking documents. Sign & seal by Missouri Professional Land Surveyor.

#### **Section 5 – PS&E Plans, Special Provisions, & Estimate (100% Complete)**

- 5.1 Based on the comments received from the City during Final Plans review, the Consultant will revise the construction plans. A written list of the comments will be assembled into a single document and distributed to the team members for their use.
- 5.2 Review and prepare special provisions for all non-standard work items.



- 5.3 The Consultant will prepare the Final Construction Cost Estimate to be used during the bidding phase.
- 5.4 The Consultant will submit PDF plans and electronic files to the City for bidding the project.

### **Section 6 – Project Meetings**

- 6.1 As requested by the City, the Consultant will attend one (1) in person meeting for project stakeholders, other agencies, etc.
- 6.2 The Consultant will attend one City Council meeting to present the Preliminary Plans.
- 6.3 The Consultant will attend a pre-bid meeting and answer questions from potential bidders during the project advertisement period.

### **Section 7 – Project Management & Quality Control**

- 7.1 This task will include coordination of the Consultant’s project team, preparation of the monthly progress reports to the City, and providing timely response to the City from the Project Manager.
- 7.2 The Consultant shall provide QA/QC checks on plans and quantities. A quality control manual will be developed and maintained in the Project Manager’s office. This manual can be made available for review by the City at any time.

### **Assumptions**

- 1. Full-size plan sheets are to be 22” x 34”. US Customary (English) units of measure will be used in developing the design, construction plans, supplemental specifications, quantity estimates and estimates of probable construction.
- 2. Two (2) half size plan sets will be submitted to the City for review at each milestone.
- 3. The Consultant has assumed 20 parcels will be impacted and require ROW services, as shown in Section 4.
- 4. The Consultant has assumed Ward Road can be closed in the vicinity of the new Alexander Creek bridge and phased bridge plans will not be required.
- 5. Design of the power distribution, conduit, cabling, lighting controls, and lighting construction details will be designed by others. Light fixtures will be LED.

### **City Responsibilities**

1. Provide a list of property owner names and addresses of affected tracts to the Consultant.
2. Provide the City standard design criteria for the design of roadways and storm drainage systems to the Consultant.
3. Provide the City standard details to the Consultant for use in the project.
4. Provide the Consultant with copies of all plats adjacent to the project in \*.tif format or hard copy as available.
5. Provide the Consultant with copies of all drainage and infrastructure plans, reports, studies, etc. along the project area.
6. Arrange and provide the facilities for all project meetings.
7. Provide any recent bid tabs to assist in the development of the opinion of probable costs.
8. Acquire all proposed right-of-way and easements, if required.
9. Obtain all necessary permits from the State or Federal agencies. The Consultant will assist the City as noted in the Scope of Services.
10. Provide all geotechnical investigation and recommendations.
11. Provide all topographic survey for the project.

**Items Not Included in the Scope of Services**

1. Any work requested by the City that is not included in the basic services will be classified as supplemental services. Supplementary services shall include, but are not limited to the following:
  - a. Changes in the scope, extent, or character of the project.
  - b. Revisions to the plans when inconsistent with previous approvals or instructions by the City.
  - c. Updating plans to reflect development that has occurred after the Final Plans are complete.
2. No environmental investigations, clearance documents, permits or services are included except as specifically identified.
3. Setting of new property corners if they are missing is not included.

4. Topographic surveying services of any kind.
5. Revisions or modifications to the construction plans, legal descriptions, and/or exhibits created by negotiations between the City and the property owner during property acquisition.
6. Assembly, printing and review of bidding documents.
7. Design of an irrigation system for landscaped and grassed areas.
8. Sanitary sewer and water main relocation plans are not included at this time.
9. Development of electrical and lighting plan drawings is not included. All power calculations, signal connections, conduit routing, conductor sizing, voltage drop calculations, and electrical construction details are excluded.
10. Channel change work, other than directly at the inlet and/or outlet end of roadway drainage structures, will not be required.
11. Traffic signal design
12. Development of a CLOMR/LOMR
13. Public involvement services
14. Aesthetic improvements to the Alexander Creek bridge
15. Structural design of elements, other than the Alexander Creek bridge replacement, including, but not limited to, retaining walls, headwalls, non-standard concrete box culverts, etc.
16. Location determination of existing utilities, including elevation.
17. Field staking of proposed right-of-way and/or easements.
18. At this time, construction phase services are not included in this contract. Should the City desire to have Wilson & Company perform construction phase services, including but not limited to the following items, a scope and fee will be negotiated as a supplemental service.
  - Provide construction management reviews
  - Provide on-site inspection
  - Provide materials testing
  - Review shop drawings
  - Review RFI's, change orders, pay applications, etc.
  - Final inspection and letter of acceptance

- Preparation of record drawings

**FEE SUMMARY**

Project: **Ward Road Design Services**  
 By: GDHummel  
 Date: October 2, 2020  
 Client: City of Raymore



	DESCRIPTION	HOURS	LABOR EFFORT	DIRECT EXPENSES	SUBTOTALS
1	PHASE 01 - PROJECT INITIATION	52	\$ 10,166.00	\$ 48.00	\$ 10,214.00
2	PHASE 02 - PRELIMINARY PLANS	1,412	\$ 185,166.00	\$ 336.00	\$ 185,502.00
3	PHASE 03 - FINAL PLANS	1,214	\$ 159,994.00	\$ 48.00	\$ 160,042.00
4	PHASE 04 - RIGHT OF WAY	226	\$ 25,178.00	\$ 2,350.00	\$ 27,528.00
5	PHASE 05 - PS&E PLANS, SPECIAL PROVISIONS, & ESTIMATE	115	\$ 14,965.00	\$ -	\$ 14,965.00
6	PHASE 06 - PROJECT MEETINGS	22	\$ 4,460.00	\$ 192.00	\$ 4,652.00
7	PHASE 07 - PROJECT MANAGEMENT & QUALITY CONTROL	48	\$ 10,200.00	\$ -	\$ 10,200.00
	<b>TOTALS</b>	<b>3,089</b>	<b>\$ 410,129.00</b>	<b>\$ 2,974.00</b>	<b>\$ 413,103.00</b>





Proj.: Ward Road Design Services  
By: GDHummel  
Date: October 2, 2020  
Client: City of Raymore  
Notes: N/A

Fee Reviewed by:  
NMThomas  
Date:  
10/02/20

FEE ESTIMATE WORKSHEET

		ESTIMATED HOURS																		TOTAL HOURS	LABOR EFFORT	EXPENSE EFFORT	TOTAL FEE																					
TASK I.D.	TITLE	Principal	Project Manager	Senior Engineer	Project Engineer	Project Engineer	Design Engineer	Design Engineer	Senior CADD Designer	CADD Designer	Drainage Engineer	Hydraulic Modeler	Traffic Engineer	Survey Manager	Survey Crew Chief	Surveyor	CADD Technician	Electrical Engineer	Electrical Designer																									
TASK I.D.	TITLE	Department Head, Principal (Licensed)	Project Designer (Licensed)	Project Designer (Licensed)	Staff Detail Designer (Licensed)	Staff Detail Designer (Unlicensed)	Graduate Engineer (Unlicensed)	Graduate Engineer (Unlicensed)	Senior CADD Designer	CADD Designer	Staff Detail Designer (Licensed)	Staff Detail Designer (Licensed)	Staff Detail Designer (Licensed)	Staff Detail Designer (Licensed)	Survey Manager (Licensed)	Chief Surveyor (Licensed)	Crew Chief, Senior Crew Chief	Senior CADD Technician/CADD Manager	Project Designer (Licensed)	CADD Designer																								
	LABOR RATE	\$240.00	\$210.00	\$167.00	\$140.00	\$115.00	\$96.00	\$88.00	\$128.50	\$96.00	\$140.00	\$140.00	\$140.00	\$152.00	\$122.00	\$88.00	\$90.00	\$167.00	\$96.00																									
	LABOR COST	\$240.00	\$210.00	\$167.00	\$140.00	\$115.00	\$96.00	\$88.00	\$128.50	\$96.00	\$140.00	\$140.00	\$140.00	\$152.00	\$122.00	\$88.00	\$90.00	\$167.00	\$96.00																									
<b>PHASE 01 - PROJECT INITIATION</b>																																												
1.1	Develop Project Work Plan (PWP)	2	16	4																	22.00	\$ 4,508.00	\$ -	\$ 4,508.00																				
1.2	Prepare design criteria summary sheet		4	4	8																16.00	\$ 2,628.00	\$ -	\$ 2,628.00																				
1.3	Establish quality control checklist and reporting format		8																		8.00	\$ 1,680.00	\$ -	\$ 1,680.00																				
1.4	Attend project kick-off meeting with City Staff	3	3																		6.00	\$ 1,350.00	\$ 48.00	\$ 1,398.00																				
	Subtotal	5	31	8	8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	52.00	\$ 10,166.00	\$ 48.00	\$ 10,214.00																				
<b>PHASE 02 - PRELIMINARY PLANS</b>																																												
2.1	Develop Typical Sections		4		12			12	2	4											34.00	\$ 4,217.00	\$ -	\$ 4,217.00																				
2.2	Develop Horizontal Alignment		4		12			12	2	4											34.00	\$ 4,217.00	\$ -	\$ 4,217.00																				
2.3	Develop Vertical Alignment		4		12			12	4	8											40.00	\$ 4,858.00	\$ -	\$ 4,858.00																				
2.4	Prepare Utility Location Report and submit to utility companies		8																		8.00	\$ 1,680.00	\$ -	\$ 1,680.00																				
2.5	Prepare Utility Conflict Report for use during the design process		4		8																12.00	\$ 1,960.00	\$ -	\$ 1,960.00																				
2.6	FEMA Floodplain H&H Analysis of Alexander Creek		4								24	48									76.00	\$ 10,920.00	\$ -	\$ 10,920.00																				
2.7	Develop Design Model		8	8	20	40	40														116.00	\$ 14,256.00	\$ -	\$ 14,256.00																				
2.8	Design Roadway Ditches for Appropriate Capacity			4	8					4											16.00	\$ 2,172.00	\$ -	\$ 2,172.00																				
2.9	Develop Drainage Area Map									4	4										8.00	\$ 1,120.00	\$ -	\$ 1,120.00																				
2.10	Design Roadway Storm Sewer (Inlet Spacing, Pipe Profiles)		8			80				40	20	60									208.00	\$ 25,920.00	\$ -	\$ 25,920.00																				
2.11	Develop Trail/Sidewalk Alignments		2		8				4												14.00	\$ 2,054.00	\$ -	\$ 2,054.00																				
2.12	Develop Erosion Control Plan		2		12	12				12											38.00	\$ 4,632.00	\$ -	\$ 4,632.00																				
2.13	Prepare Pavement Marking and Signing Plan		2		4					16			32								54.00	\$ 6,996.00	\$ -	\$ 6,996.00																				
2.14	Develop Traffic Control and Construction Phasing Plan		12	16	40				12	28			40								148.00	\$ 20,622.00	\$ -	\$ 20,622.00																				
2.15	Alexander Creek Bridge Concepts		2	8	12																22.00	\$ 3,436.00	\$ -	\$ 3,436.00																				
2.16	Alexander Creek Bridge Design			20	32					20											72.00	\$ 9,740.00	\$ -	\$ 9,740.00																				
2.17	Prepare Preliminary Plans		12	4	80	100			40	120	8		8								376.00	\$ 45,172.00	\$ -	\$ 45,172.00																				
2.18	Prepare Construction Cost Estimate		4	4	12	8													4	4	32.00	\$ 4,492.00	\$ -	\$ 4,492.00																				
2.19	Attend Concept Layout Meeting	4	4	4	4																12.00	\$ 2,360.00	\$ 48.00	\$ 2,408.00																				
2.20	Attend Preliminary Plan Review Meeting	4	4	4	4																12.00	\$ 2,360.00	\$ 48.00	\$ 2,408.00																				
2.21	Attend Preliminary Utility Meeting	4	4	4	4																12.00	\$ 2,360.00	\$ 48.00	\$ 2,408.00																				
2.22	Intersection Traffic Count (3)		3										8								11.00	\$ 1,750.00	\$ 192.00	\$ 1,942.00																				
2.23	Intersection Traffic Analysis (3)		3										8								11.00	\$ 1,750.00	\$ -	\$ 1,750.00																				
2.24	Determine Lighting Criteria		1															3	3		7.00	\$ 999.00	\$ 48.00	\$ 1,047.00																				
2.25	Photometric Calculations																	6	16		22.00	\$ 2,538.00	\$ -	\$ 2,538.00																				
2.26	Lighting Design Report		2															3	4		9.00	\$ 1,305.00	\$ -	\$ 1,305.00																				
2.27	Every Coordination		2															4	2		8.00	\$ 1,280.00	\$ -	\$ 1,280.00																				
	Subtotal	12	103	60	284	240	40	36	64	256	56	112	96	0	0	0	0	20	33		1,412.00	\$ 185,166.00	\$ 384.00	\$ 185,550.00																				
<b>PHASE 03 - FINAL PLANS</b>																																												
3.1	Update FEMA Floodplain H&H Analysis		2								16	32									50.00	\$ 7,140.00	\$ -	\$ 7,140.00																				
3.2	Update Roadway Enclosed Storm Sewer		6			20				20	36	40									122.00	\$ 16,120.00	\$ -	\$ 16,120.00																				
3.3	Develop No-Rise Certification Documents		1								16	32									49.00	\$ 6,930.00	\$ -	\$ 6,930.00																				
3.4	Develop Environ. Permitting Documents (USACE, MDNR, etc)		1								16	40									57.00	\$ 8,050.00	\$ -	\$ 8,050.00																				
3.5	Alexander Creek Bridge Design		4	90	164			24	108												390.00	\$ 52,282.00	\$ -	\$ 52,282.00																				
3.6	Plan Production		12		80	80		60	160	4									2	4	402.00	\$ 47,268.00	\$ -	\$ 47,268.00																				
3.7	Update Traffic Control and Construction Phasing Plan		8	10	20					12			20								70.00	\$ 10,102.00	\$ -	\$ 10,102.00																				
3.8	Prepare Specifications for Non-Standard Items		12	8	24					4											48.00	\$ 7,776.00	\$ -	\$ 7,776.00																				
3.9	Attend Final Utility meeting	4	4	4	4																12.00	\$ 2,360.00	\$ 48.00	\$ 2,408.00																				
3.10	Update opinion of probable construction cost		2		4	4													2	2	14.00	\$ 1,966.00	\$ -	\$ 1,966.00																				
	Subtotal	4	52	108	296	104	0	0	84	300	92	144	20	0	0	0	0	4	6		1,214.00	\$ 159,994.00	\$ 48.00	\$ 160,042.00																				
<b>PHASE 04 - RIGHT OF WAY</b>																																												
4.1	ROW & Easement Design & Plan Production		4	4	16	16			20	40											100.00	\$ 11,998.00	\$ -	\$ 11,998.00																				
4.2	Field Verification of Land Corners													20	20						40.00	\$ 4,200.00	\$ -	\$ 4,200.00																				
4.3	Basemap Updates																				16.00	\$ 1,440.00	\$ -	\$ 1,440.00																				
4.4	ROW/Util. Exhibits & Legal Descriptions													20							70.00	\$ 7,540.00	\$ 2,350.00	\$ 9,890.00																				
	Subtotal	0	4	4	16	16	0	0	20	40	0	0	0	20	20	20	66	0	0		226.00	\$ 25,178.00	\$ 2,350.00	\$ 27,528.00																				





Proj.: Ward Road Design Services  
By: GDHummel  
Date: October 2, 2020  
Client: City of Raymore

Fee Reviewed by:  
NMThomas  
Date:  
10/02/20

**EXPENSE ESTIMATE WORKSHEET**

**ESTIMATED EXPENSES**

TASK I.D.	WORK TASK DESCRIPTION	UNIT UNIT COST	Letter Copy - B&W	Color Bond Wide Format	Display Boards (Foam Core Mounted) Sq Ft	Passenger Vehicle	Misc. Expenses	GPS Equipment	Survey Vehicle	Geotechnical Borings	O&E Reports	Traffic Counts	SUB4	SUB5	DIRECT EXPENSE SUBTOTAL	SUB EXPENSE SUBTOTAL	EXPENSE EFFORT (\$)
			Each \$0.06	Sq Ft \$0.75	Sq Ft \$7.00	Mile \$0.80	Unit \$1.00	Day \$125.00	Mile \$0.95	Unit \$7,000.00	Unit \$180.00	Unit \$2,000.00	Unit \$1.00	Unit \$1.00	(\$)	(\$)	(\$)
<b>PHASE 01 - PROJECT INITIATION</b>																	
1.1	Develop Project Work Plan (PWP)														\$ -	\$ -	\$ -
1.2	Prepare design criteria summary sheet														\$ -	\$ -	\$ -
1.3	Establish quality control checklist and reporting format														\$ -	\$ -	\$ -
1.4	Attend project kick-off meeting with City Staff					60.00									\$ 48.00	\$ -	\$ 48.00
	<b>Subtotal</b>		0.00	0.00	0.00	60.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$ 48.00	\$ -	\$ 48.00

<b>PHASE 02 - PRELIMINARY PLANS</b>																	
2.1	Develop Typical Sections														\$ -	\$ -	\$ -
2.2	Develop Horizontal Alignment														\$ -	\$ -	\$ -
2.3	Develop Vertical Alignment														\$ -	\$ -	\$ -
2.4	Prepare Utility Location Report and submit to utility companies														\$ -	\$ -	\$ -
2.5	Prepare Utility Conflict Report for use during the design process														\$ -	\$ -	\$ -
2.6	FEMA Floodplain H&H Analysis of Alexander Creek														\$ -	\$ -	\$ -
2.7	Develop Design Model														\$ -	\$ -	\$ -
2.8	Design Roadway Ditches for Appropriate Capacity														\$ -	\$ -	\$ -
2.9	Develop Drainage Area Map														\$ -	\$ -	\$ -
2.10	Design Roadway Storm Sewer (Inlet Spacing, Pipe Profiles)														\$ -	\$ -	\$ -
2.11	Develop Trail/Sidewalk Alignments														\$ -	\$ -	\$ -
2.12	Develop Erosion Control Plan														\$ -	\$ -	\$ -
2.13	Prepare Pavement Marking and Signing Plan														\$ -	\$ -	\$ -
2.14	Develop Traffic Control and Construction Phasing Plan														\$ -	\$ -	\$ -
2.15	Alexander Creek Bridge Concepts														\$ -	\$ -	\$ -
2.16	Alexander Creek Bridge Design														\$ -	\$ -	\$ -
2.17	Prepare Preliminary Plans														\$ -	\$ -	\$ -
2.18	Prepare Construction Cost Estimate														\$ -	\$ -	\$ -
2.19	Attend Concept Layout Meeting					60.00									\$ 48.00	\$ -	\$ 48.00
2.20	Attend Preliminary Plan Review Meeting					60.00									\$ 48.00	\$ -	\$ 48.00
2.21	Attend Preliminary Utility Meeting					60.00									\$ 48.00	\$ -	\$ 48.00
2.22	Intersection Traffic Count (3)					240.00									\$ 192.00	\$ -	\$ 192.00
2.23	Intersection Traffic Analysis (3)														\$ -	\$ -	\$ -
2.24	Determine Lighting Criteria														\$ -	\$ -	\$ -
2.25	Photometric Calculations														\$ -	\$ -	\$ -
2.26	Lighting Design Report														\$ -	\$ -	\$ -
2.27	Every Coordination														\$ -	\$ -	\$ -
	<b>Subtotal</b>		0.00	0.00	0.00	420.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$ 336.00	\$ -	\$ 336.00

<b>PHASE 03 - FINAL PLANS</b>																	
3.1	Update FEMA Floodplain H&H Analysis														\$ -	\$ -	\$ -
3.2	Update Roadway Enclosed Storm Sewer														\$ -	\$ -	\$ -
3.3	Develop No-Rise Certification Documents														\$ -	\$ -	\$ -
3.4	Develop Environ. Permitting Documents (USACE, MDNR, etc)														\$ -	\$ -	\$ -
3.5	Alexander Creek Bridge Design														\$ -	\$ -	\$ -
3.6	Plan Production														\$ -	\$ -	\$ -
3.7	Update Traffic Control and Construction Phasing Plan														\$ -	\$ -	\$ -
3.8	Prepare Specifications for Non-Standard Items														\$ -	\$ -	\$ -
3.9	Attend Final Utility meeting					60.00									\$ 48.00	\$ -	\$ 48.00
3.10	Update opinion of probable construction cost														\$ -	\$ -	\$ -
	<b>Subtotal</b>		0.00	0.00	0.00	60.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$ 48.00	\$ -	\$ 48.00

<b>PHASE 04 - RIGHT OF WAY</b>																	
4.1	ROW & Easement Design & Plan Production														\$ -	\$ -	\$ -
4.2	Field Verification of Land Corners														\$ -	\$ -	\$ -
4.3	Basemap Updates														\$ -	\$ -	\$ -



Proj.: Ward Road Design Services  
By: GDHummel  
Date: October 2, 2020  
Client: City of Raymore

Fee Reviewed by:  
NMThomas  
Date:  
10/02/20

**EXPENSE ESTIMATE WORKSHEET**

**ESTIMATED EXPENSES**

TASK I.D.	WORK TASK DESCRIPTION	UNIT UNIT COST	Letter Copy -	Color Bond	Display	Passenger	Misc.	GPS	Survey	Geotechnical	O&E Reports	Traffic Counts	SUB4	SUB5	DIRECT	SUB	EXPENSE EFFORT (\$)	
			B&W	Wide Format	Boards (Foam Core Mounted) Sq Ft	Vehicle	Expenses	Equipment	Vehicle	Borings	Reports	Counts	EXPENSE SUBTOTAL	EXPENSE SUBTOTAL				
			Each \$0.06	Sq Ft \$0.75	Sq Ft \$7.00	Mile \$0.80	Unit \$1.00	Day \$125.00	Mile \$0.95	Unit \$7,000.00	Unit \$180.00	Unit \$2,000.00	Unit \$1.00	Unit \$1.00	(\$)	(\$)		
4.4	ROW/Util. Exhibits & Legal Descriptions							15.00	500.00						\$ 2,350.00	\$ -	\$ 2,350.00	
4.5	0														\$ -	\$ -	\$ -	
	Subtotal		0.00	0.00	0.00	0.00	0.00	15.00	500.00	0.00	0.00	0.00	0.00	0.00	\$ 2,350.00	\$ -	\$ 2,350.00	
<b>PHASE 05 - PS&amp;E PLANS, SPECIAL PROVISIONS, &amp; ESTIMATE</b>																		
5.1	Revise 100% Plans Based on City Comments														\$ -	\$ -	\$ -	
5.2	Prepare Final Project Manual														\$ -	\$ -	\$ -	
5.3	Prepare Construction Cost Estimate														\$ -	\$ -	\$ -	
5.4	Submit PDF Plans and electronic files for the City														\$ -	\$ -	\$ -	
	Subtotal		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	
<b>PHASE 06 - PROJECT MEETINGS</b>																		
6.1	Stakeholder/Agency Update Meeting (1)					60.00									\$ 48.00	\$ -	\$ 48.00	
6.2	Attend City Council Meeting (1)					150.00									\$ 120.00	\$ -	\$ 120.00	
6.3	Attend Pre-Bid Meeting					30.00									\$ 24.00	\$ -	\$ 24.00	
	Subtotal		0.00	0.00	0.00	240.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$ 192.00	\$ -	\$ 192.00	
<b>PHASE 07 - PROJECT MANAGEMENT &amp; QUALITY CONTROL</b>																		
7.1	Project Management and Coordination														\$ -	\$ -	\$ -	
7.2	Provide QA/QC Reviews														\$ -	\$ -	\$ -	
	Subtotal		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$ -	\$ -	\$ -	
<b>UNIT TOTALS</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>780.00</b>	<b>0.00</b>	<b>15.00</b>	<b>500.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>				
<b>EXPENSE TOTALS</b>			<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$624.00</b>	<b>\$0.00</b>	<b>\$1,875.00</b>	<b>\$475.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$2,974.00</b>	<b>\$0.00</b>	<b>\$2,974.00</b>



**CITY OF RAYMORE**  
**AGENDA ITEM INFORMATION FORM**

DATE: October 12, 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 3578 Little Blue Valley Sewer District

**STRATEGIC PLAN GOAL/STRATEGY**

4.3.1 Develop and implement long-term strategies to support City operations

**FINANCIAL IMPACT**

Award To:	Little Blue Valley Sewer District
Amount of Request/Contract:	
Amount Budgeted:	N/A
Funding Source/Account#:	

**PROJECT TIMELINE**

Estimated Start Date	Estimated End Date
N/A	N/A

**STAFF RECOMMENDATION**

Approval

**OTHER BOARDS & COMMISSIONS ASSIGNED**

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

**LIST OF REFERENCE DOCUMENTS ATTACHED**

Contract  
Letter from LBVSD Director Jeff Shook

**REVIEWED BY:**

Jim Feuerborn

## BACKGROUND / JUSTIFICATION

The current service agreement with Little Blue Valley Sewer District calls for the City's annual sewer treatment bill to be based on a linear projection of sewer flow data for the last 20 quarters.

Several LBVSD customers raised concerns that variations in flow due to wet weather may not accurately predict sewer flows. LBVSD hired a rate consultant to evaluate this and other methods that could be used to project flows and recommend the most accurate. It was their recommendation that the methodology should be changed from a 20 quarter linear projection to a 5-year rolling average. This change has been recommended for approval by the LBVSD Technical Advisory Committee and the Mayors Advisory Board to the Board of Trustees. The Board of Trustees approved the recommendation and have now forwarded amended service agreements incorporating this change to each of the customers for approval.

Staff recommends approval of the attached amended service agreement.

**BILL 3578**

**ORDINANCE**

**"AN ORDINANCE OF THE CITY OF RAYMORE MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE THE FIRST AMENDMENT TO THE AMENDED AND RESTATED SERVICE CONTRACT FOR SEWER SERVICE WITH THE LITTLE BLUE VALLEY SEWER DISTRICT"**

**WHEREAS**, the City of Raymore, Missouri entered into a service contract with the Little Blue Valley Sewer District; and

**WHEREAS**, The District has undertaken to review the existing rate methodology; and

**WHEREAS**, The Board of Trustees has approved a change in the rate methodology from a 20 quarter linear projection to a 5-year rolling average; and

**WHEREAS**, it is necessary to modify existing provisions in the various service agreements with all customers in order to implement this change in methodology; and

**WHEREAS**, the City of Raymore desires to execute the first amendment to the amended and restated service contract, a copy of which is attached hereto and made a part hereof.

**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 execute the first amendment to the amended and restated service contract for sewer service with the Little Blue Valley Sewer.

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 12TH DAY OF OCTOBER, 2020.**

**BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 26TH 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

**FIRST AMENDMENT TO  
AMENDED AND RESTATED SERVICE CONTRACT  
BETWEEN  
LITTLE BLUE VALLEY SEWER DISTRICT  
AND  
RAYMORE, MISSOURI**

THIS FIRST AMENDMENT TO AMENDED AND RESTATED SERVICE CONTRACT is entered into by and between LITTLE BLUE VALLEY SEWER DISTRICT, a body corporate and politic duly organized and existing under the laws of the State of Missouri (hereinafter referred to as the “District”), and RAYMORE, MISSOURI (hereinafter referred to as the “Raymore”), on or about \_\_\_\_\_ (hereinafter referred to as the “Contract”).

WITNESSETH:

WHEREAS, the parties hereto desire to amend the Contract.

NOW, THEREFORE, the parties agree to amend the Contract as follows:

1. Section 504(a)1 is hereby deleted and the following is inserted in lieu thereof:

SECTION 504. The Contract Sum

(a) The Contract Sum shall be the proportionate charge from time to time imposed by the District on Raymore, which charge shall bear the same proportionate relationship to the total of all charges imposed by the District on all consumers comprised of Volume Related Costs, Administrative Costs, Meter Costs and Pretreatment Costs, as follows:

1. Volume Related Costs - Volume Related Costs are those costs directly attributable to the flow. These costs include Debt Service Costs, certain Operation and Maintenance Costs and other costs as may be approved by the Board of Trustees from time to time. Raymore's portion of the Volume Related Costs will be allocated based on Raymore's contributed percentage of the District's flow.

For the purpose of budget development and billing, Raymore's contributed annual flow will be projected based on an amount equal to the average of the preceding 20 quarters of Raymore's actual measured flow times 4.

If, for any reason, 20 quarters of flow information is not available from Raymore, an annual average using available data will be used to determine Raymore's contributed flow. The Board of Trustees shall review such projected flow calculation for reasonableness and determine any readjustments.

All Users' projected flow will be added together to determine the total projected flow of the District. This total projected flow for the District will then be divided into each User's projected flow to determine the percentage of Volume Related Costs to be billed to that User for the next fiscal year.

A preliminary allocation of Volume Related Costs shall be provided to Raymore at the time of approval of the Annual Budget. The final allocation will be based on an amount equal to the average of the previous 20 quarters of flow ending September 30 of the prior fiscal year times 4.



No changes will be made to this allocation until the next fiscal year, unless approved by the Board of Trustees.

2. Section 720 is hereby amended to change the address of the Executive Director to 21208 East Old Atherton Road, Independence, Missouri 64058.

3. The parties hereto agree that neither party is in breach of the Contract at this time.

4. This Amendment shall not be effective until all of the Users have approved this Amendment.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed on behalf of the District by the Chairman of the Board of Trustees, and attested by the Secretary of the Board of Trustees, and on behalf of RAYMORE, MISSOURI, by its authorized representative at the on the dates shown respectively.

ATTEST:

LITTLE BLUE VALLEY SEWER  
DISTRICT

By \_\_\_\_\_  
Secretary, Board of Trustees

By \_\_\_\_\_  
Chairman, Board of Trustees

Date \_\_\_\_\_

Date \_\_\_\_\_

APPROVED AS TO FORM:

By \_\_\_\_\_  
\_\_\_\_\_,  
Administrator for the District

ATTEST:

RAYMORE, MISSOURI

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

APPROVED AS TO FORM:

By \_\_\_\_\_

\_\_\_\_\_

AMENDED AND RESTATED  
SERVICE CONTRACT

between

LITTLE BLUE VALLEY SEWER DISTRICT

and

RAYMORE, MISSOURI

Dated:

*December 10, 2001*

AMENDED AND RESTATED SERVICE CONTRACT  
between  
LITTLE BLUE VALLEY SEWER DISTRICT  
and  
RAYMORE, MISSOURI

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AMENDED AND RESTATED SERVICE CONTRACT

Between

LITTLE BLUE VALLEY SEWER DISTRICT  
Jackson and Cass Counties, Missouri

and

RAYMORE, MISSOURI

THIS AMENDED AND RESTATED SERVICE CONTRACT dated as of the \_\_\_ day of \_\_\_\_\_, 2001, (regardless of when signed by the parties hereto), by and between LITTLE BLUE VALLEY SEWER DISTRICT (herein referred to as the "District"), a body corporate and politic duly organized and existing under the laws of the State of Missouri, and RAYMORE, MISSOURI, a municipal corporation (herein referred to as "Raymore").

**WITNESSETH:**

WHEREAS, pursuant to and in accordance with the provisions of Section 204.250, et seq. of the Revised Statutes of the State of Missouri, 1994, as amended to 2001, (herein referred to as the "Act"), the District has been duly created and is duly authorized, pursuant, to the Act, to undertake the planning, financing, construction, maintenance and operation of a common system of trunk sewers, sewage treatment plant and related facilities including, without limitation, certain expanded facilities to be constructed by the District to serve certain areas within Jackson County and Cass County, Missouri (hereinafter referred to as the "System"); and

WHEREAS, Raymore is a "Customer" of the District, as such term is defined by Section 204.370, RSMo, Raymore being a political subdivision within the District which has a service or user agreement with the District; and

WHEREAS, Raymore first entered into a service agreement with the District on September 25, 1995 (referred to as "Original Contract"); and

WHEREAS, Raymore is authorized, pursuant to the Act, to pay a reasonable charge to the District for wastewater disposal, such charges to be based as determined by the Board of Trustees from time to time upon a tiered system, equal shares and/or volume of water used by the residential, commercial, and industrial establishments both within and without the jurisdictional limits of Raymore and discharged into the System together with such amounts, if any, of groundwater, surface water, and storm water that is allowed to be discharged into the System, said volume to be determined at the point of discharge to the System, such charge to be fixed at such rate that shall, together with all other revenues of the District, insure the provision of sufficient revenues for the operation, maintenance, rehabilitation and restoration of the System and the payment of principal and interest on all outstanding revenue bonds issued by the District, or by any other financing source, as provided by law; and

WHEREAS, the District has the power and is authorized, pursuant to the Act, to issue its bonds in such principal amount as, in the opinion of the District and with the concurrence of the District's Advisory Board and as provided in the Act, shall be necessary to provide sufficient funds for achieving its purposes, including the acquisition and construction, improvement, extension and rehabilitation of the common sewer system



and treatment plants, and other expenditures of the District incident to and necessary or convenient to carry out its purposes and powers; and

WHEREAS, in order to provide funds to pay a portion of the cost of the System, the District has issued and delivered certain original issue Sewer System Revenue Bonds consisting of Series "A", October 1, 1971, in the principal amount of Nine Million Dollars (\$9,000,000); Series "B", Sewer System Revenue Bonds 1998 Refunding Series A in the amount of Four Million Eight Hundred Sixty-Five Thousand Dollars (\$4,865,000) and Sewer System Revenue Bonds 1998 Refunding Series B in the amount of Twenty-One Million Two Hundred Ninety-Five Thousand Dollars (\$21,295,000) payable from and secured by revenues from the System; (to the extent now or hereafter outstanding all said original issue and refinancing bonds are hereinafter sometimes collectively referred to as the "Outstanding Bonds"), and to the extent the same are outstanding during the term hereof the Outstanding Bonds represent continuing obligations of the District under the terms and provisions of Bond Documents duly adopted by the District prior to the issuance of the Outstanding Bonds, with copies of said Bond Documents being available at the District's General Offices; and,

WHEREAS, District has undertaken to review the existing infrastructure of the System and has approved a Facility Plan, dated August 2001, for improvement, expansion, rehabilitation and replacement of the System; and,

WHEREAS, the comprehensiveness of implementing the Facility Plan necessitates consideration of appropriate methods of financing such implementation, including the issuance of new Bonds or alternative sources of financing; and,

WHEREAS, the various Users of the District have participated in organized workshops and public meetings to review the proposed Facility Plan and to pursue various alternative financing; and,

WHEREAS, certain variations exist among the Service Agreements with District Users attributable to the conditions which existed at the time individual Service Agreements were entered into; and,

WHEREAS, it is necessary to modify existing provisions in the various service agreements with all Customers in order to resolve any differences within individual Service Agreements, however slight, to facilitate the financing of the improvement, rehabilitation and replacement of the System; and,

WHEREAS, the District has the right to condemn the land necessary for the operation of the System, or take an interest in real property sufficient for the location of the System thereon, free and clear of all liens and encumbrances which would materially affect the value or usefulness of such land or interest in real property for the intended use thereof; and

WHEREAS, the District herein agrees to promptly obtain all governmental approvals required by law for the acquisition, construction, ownership, operation, and maintenance of the System by the District; and

WHEREAS, the System will be for the primary benefit of the Users within the District and for others connected to the System; and

WHEREAS, the District pledges to use its reasonable best efforts and resources to secure binding service contracts with all Users within the District's boundaries and with sewer systems tributary to the System or non-tributary sewer systems to the extent that the same can

practically and economically be made a part of the System to maximize its efficient use and provide for the connection of, use of and payment for use of the System; and,

WHEREAS, it is the intention of the parties and all Users of the District that no change or modification be made which would impair any Outstanding Bonds or modify any current provisions for payment of such Outstanding Bonds now or in the future; and,

WHEREAS, nothing set forth in this AMENDED AND RESTATED SERVICE CONTRACT shall be construed in a manner to adversely affect the rights of the holders of any Outstanding Bonds.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

**ARTICLE I**

**SHORT TITLE, DEFINITIONS AND GENERAL PROVISIONS**

SECTION 101. Precedence; Short Title

This Amended and Restated Service Contract is an amendment and restatement of the Original Contract and shall supercede and have precedence over such Original Contract. Any Original Contract between Raymore and the District is replaced in its entirety by this Service Contract. This Contract may be referred to as the "Service Contract" (herein sometimes designated as the "Contract").

SECTION 102. Meanings and Constructions

A. Definitions

All terms which are defined herein shall have the same meanings for all purposes of this Contract as amended and

supplemented, and of any instrument or document appertaining hereto and whether or not such term is capitalized when used (except where the context by clear implication otherwise requires).

“Act” - The applicable provisions of Section 204 of the Revised Statutes of the State of Missouri, 1994, as amended to 2001.

“Administrator” - Regardless of the title used by the District, that person appointed by action of the Little Blue Valley Sewer District’s Board of Trustees and who shall have all powers authorized by the provisions of Chapter 204, Revised Statutes of Missouri, as now provided or as hereafter amended as well as such other powers authorized by the Board of Trustees of the District to the extent that such authorization is not inconsistent with Chapter 204.

“Advisory Board” - A board consisting of the mayor or chief executive officer or the authorized representative of every incorporated municipality, and a representative (authorized in writing to act in that capacity) of every subdistrict or private district which lies partially within the District and which operates a sewage collection system which will discharge sewage into the System.

“Annual Budget”- The budget or the amended budget for the operation and administration of the Little Blue Valley Sewer District for a twelve-month period commencing October 1 of each year and adopted by the District or in effect pursuant to Article IV hereof.

“Bonds” - All Outstanding Bonds issued by the District to date, and all subsequent bonds issued by it, or on its behalf, for the purpose of paying the cost of acquiring, constructing, improving or extending the System and all refunding bonds issued by it, or on its behalf, to refinance any such Bonds. The term also includes Sewer

System Revenue Bonds issued to date and all subsequent bonds issued for the purpose of paying the cost of acquiring, constructing, improving and extending a sewer system, including land and easements, interceptor sewer lines, sewage treatment facilities, and refunding bonds.

“Bond Documents” - The District’s bond resolutions and all subsequent bond resolutions approved by the Board of Trustees, together with all documents necessary for authorizing and directing the issuance of sewer system revenue bonds and sewer system refunding bonds for the purpose of paying the cost of acquiring, constructing, improving and extending a sewer system, including land and easements, interceptor sewer lines, and sewage treatment facilities.

“Connection” - A piped tie-in to the System which conveys sewage, may also be a piped tie-in to Raymore’s Sewer System which conveys sewage.

“Consulting Engineer” - Any registered or licensed professional engineer, firm or professional corporation composed of such engineers, or an association thereof entitled to practice and practicing as such under the laws of the State of Missouri or any other state, selected, retained and compensated by the District but not in the regular employ or control of the District, including without limitation any successor of the present Consulting Engineer, if any.

“Contract Sum” - The amounts paid or required to be paid from time to time by Raymore to the District pursuant to this Contract (Article V, Section 504).

“Customer” or “Customers” - As provided by Section 204.370, RSMo, “Customer” shall mean 1) a political subdivision within

the District which has a service or user agreement with the District or 2) a duly created subdistrict.

“Hereby”, “Herein”, “Hereinabove”, “Hereinafter”, “Hereinbefore”, “Hereof”, “Hereto”, “Hereunder”, and any similar term, refer to this Contract and not solely to the particular portion thereof in which such word is used; “Heretofore” means before the stated date of this Contract; and, “Hereafter” means after the stated date of this Contract.

“Industrial User” - An industrial manufacturing process, trade, or business which generates water-carried wastes and is a source for the introduction of nondomestic pollutants into the System.

“Infiltration” - Includes any storm water, surface water or groundwater that enters a sanitary sewer collection system through broken or defective pipes, improper joints or connections, deteriorated manhole components, broken foundation drains or defective service laterals.

“Inflow” - Includes any storm water which gains access to a sanitary sewer collection system through direct sources, including, but not limited to vented manhole lids, downspouts, area drains, indirect storm sewer connections, storm sewer cross-connections and uncapped cleanouts below grade, roof drains, cellar or basement drains, sump pumps or yard drains.

“MDNR” - The Missouri Department of Natural Resources and any successor agency.

“Person” - A natural person, corporation or other entity; or two or more natural persons, corporations or other legal entities acting

jointly as a firm, partnership, unincorporated association, joint venturers, or otherwise.

“Pretreatment Program”- The documents (rules, regulations, ordinances, contracts, or agreements), procedures and funding mechanisms developed and adopted by the District in response to the requirements of Title 40, Code of Federal Regulations, Part 403 - “General Pretreatment Regulations for Existing and New Sources.”

“Raymore’s Sewer System”, “Raymore’s Sanitary Sewer System”, “Raymore’s Sewage Treatment Works” - Each means a system or other facilities owned by, or to be owned by, Raymore and connected to the System, which provides now or hereafter for the collection, treatment or disposal of sewage or wastewater or any combination thereof as permitted by law.

“Rate(s)” - Such charges as are recommended to the Board of Trustees by the Advisory Board and adopted by the Board of Trustees of the District and which shall always provide sufficient revenues for:

1. the operation and maintenance, including a reserve fund, of the System as set forth in the then current annual budget;
2. the payment of interest and principal on all Bonds of the District, issued to finance the System owned by the District, when the same become due;
3. the payments into the various Funds provided for in the Bond Documents; and
4. any deficiencies in said Funds, except that such rate or rates shall not provide for revenues in any one year which, together with other revenues received and

collected by the District and arising out of the use of the System by other Customers, Users, or others, exceeds the amounts required to be collected.

“Sanitary Sewer Overflow” - A condition in which the wastewater flow rate in a sewer system exceeds the capacity of the sewer to the extent that untreated raw wastewater is discharged to waters of the State.

“Sewage” - The spent water of a community which may be a combination of the liquid and water-carried wastes from residences, commercial buildings, industrial plants and institutions together with any groundwater, surface water, and storm water that may be present.

“System” - The interrelated physical components constituting the whole and including without limitation the interceptor trunk and connecting sewers, manholes, access junctions, metering, sampling and related structures, pump stations, treatment plants and support facilities, solid waste disposal systems and land, easements and rights-of-way, all as may be acquired or constructed by the District or acquired from others, whether interim or permanent facilities, whether existing or to be constructed to serve Raymore’s needs, and whether acquired or constructed as initially planned facilities, as extensions or replacements thereof or improvements thereto, all as necessary or appropriate to achieve the District’s purposes.

“Total Construction Contract Cost” - The total amount paid by the District for and referable to the completion of the System as extended from time to time.

“User” - Any government unit or legal entity who has or will have a service contract with the District.



“Wastewater” – Same as the definition for “Sewage” above.

B. Construction

This Contract, except where the context by clear implication herein otherwise requires, shall be construed as follows:

- (1) All interpretations and applications of this Service Contract shall be construed to apply only to the extent that the terms of this Service Contract impact the services provided by the District to Raymore.
- (2) Definitions include both singular and plural; pronouns include both singular and plural and cover all genders;
- (3) Articles, sections, subsections, paragraphs, and subparagraphs mentioned by number, letter and otherwise, correspond to the respective articles, sections, subsections, paragraphs and subparagraphs of this Contract so numbered or otherwise so designated;
- (4) In the event a controversy arises with respect to any of the terms or conditions contained herein or in the Bond Documents, the terms and conditions of said Bond Documents shall govern the rights of the parties hereto and, with respect to such terms and conditions of said Bond Documents, the District hereby covenants not to permit any amendment, modification or other revision of the Bond Documents which would impair the rights of Raymore without first obtaining the written consent of Raymore.

SECTION 103. Duration of the Contract

This Contract and each and every provision hereof shall remain in full force and effect with respect to the System until the District shall have paid and retired or shall have made due and adequate provision of the payment and retirement of all of the Bonds issued by the District in respect of the System, and thereafter until such time as:

- (1) no Bonds or any other debt of the District exists; and
- (2) the District and Raymore thereafter agree to terminate this Contract in writing.

SECTION 104. Successors

Subject to the terms and conditions of the Bond Documents, wherever the District or Raymore, as the case may be, is referred to herein, such provision shall be deemed to include the successors of the District or Raymore, as the case may be, whether so expressed or not. Subject to the terms and conditions of the Bond Documents, all of the covenants, stipulations, obligations and agreements by or on behalf of and other provisions for the benefit of the District or Raymore contained herein shall bind and shall inure to the benefit of such successors and shall bind and shall inure to the benefit of any officer, board, district, commission, authority, agent, or instrumentality to whom or to which there shall be transferred by or in accordance with law any powers, duty or function of the District or Raymore respectively, or of its successors, the possession of which is necessary or appropriate in order to comply with any such covenant, stipulation, obligation, agreement, or other provision hereof.

SECTION 105. Parties of Interest and Interest of Bondholders

Nothing in this Contract expressed or implied is intended or shall be construed to confer upon any person, firm or corporation, other than the parties hereto, the Trustees and the holders of the Bonds and the coupons thereunto appertaining, any rights, remedy or claim, legal or equitable, under or by reason of this Contract, this Contract being intended to be and being for the sole and exclusive benefit of the parties hereto, the Trustee and the holders from time to time of the Bonds and the coupons thereunto appertaining. For the purpose of providing payment of the principal of and interest on the Bonds, or for the enforcement of collection of revenue owed to the District, the District may pledge, assign and transfer the right to receive and collect Contract Sums provided for in the Contract, and from and after such pledge, assignment and transfer, such assignee shall have the District's rights and privileges hereunder to the extent and as conferred in such pledge, assignment and transfer.

SECTION 106. Bond Sale - Method

All Bonds sold or offered for sale to finance the System may be offered and sold either upon competitive bid or through negotiated sale.

**ARTICLE II**

**CONSTRUCTION OF THE SYSTEM**

SECTION 201. Construction of the System

The District shall have full discretion in determining the size, capacity, route and location of all trunk, interceptor and outlet sewers,

pumping and metering stations, treatment plant and outlet works or other structures.

The District shall not be deemed to be in default under the aforesaid covenant or any other applicable provision hereof if the construction of the System or any portion or extension thereof shall be delayed by the inability of the District or others to secure needed labor or materials, or by inclement weather which delays completion of the System, or by strikes, labor disputes, lockouts or like trouble among mechanics or laborers which delay construction of the System, or by acts of God, or by acts or neglect of Raymore or its agents or employees, or by regulations or restrictions imposed by any governmental agency or authority, or by fire or other similar catastrophe or other similar delay beyond the reasonable control of the District, its agents or contractors, or by the inability of the District to award construction contracts for construction of the System or any extension thereof for total bids that are within the estimated cost, or in the event of the inability of the District to issue Bonds to finance the System.

The System shall, upon completion, be free and clear of all liens and encumbrances of every kind and character which may arise in connection with the work of any character performed in connection with the System, including mechanics', laborers' and materialmen's liens and other liens of a similar nature. However, nothing in this Section 201 shall require the District to pay or cause to be discharged or to make provision for the payment of any such lien or encumbrance so long as the validity thereof shall be contested in good faith by appropriate legal proceedings. Before undertaking construction of any substantial part of the System, the plans and specifications for such construction shall be

submitted by the District to MDNR in order to obtain such permits or other approvals as are required by law.

SECTION 202. Additional Construction

All acquisitions, additions, alterations, re-construction, improvements or extensions to the System shall become a part of the System owned exclusively by the District.

SECTION 203. Financing of System by District

The District agrees to finance Total Construction Contract Costs of the System from the proceeds derived from the issuance of Bonds, from funds available from any federal, state or local source, from any other grants available from any source or from funds approved within the District annual budget.

SECTION 204. System Construction Account Established Pursuant to Bond Documents

Except for repayment of monies advanced by Raymore and except where required to make deposits into the Funds established pursuant to the Bond Documents and for reserves and costs of issuance, all proceeds of Bonds shall be immediately deposited by the District, upon receipt, into the Construction Funds established pursuant to the Bond Documents for payment of the cost of the System.

The District shall keep, or cause to be kept, separate records as it may deem appropriate for the System.

All monies held in the various Funds established in the Bond Documents shall, as nearly as may be practicable, be invested and reinvested.

**SECTION 205. Inclusion of Claims**

The District may pay as a part of Total Construction Contract Cost any claim against it arising from construction of the System or any extension as a result of a settlement acceptable to the District, or after the rendering of an award of such claim by court of competent jurisdiction. The District has the authority to include interest, court costs and legal fees, if any, in the payment of any such claim.

**SECTION 206. Transfer of Funds**

Promptly after the completion of the construction of the System and the payment of all System costs required to be paid, the District shall transfer or cause to be transferred, or encumber from the Construction Funds relating to the System, the amount of money, if any, remaining in such Construction Funds in accordance with and for application pursuant to the Bond Documents.

SECTION 207. Administrator and Consulting Engineer

A. Administrator

The Administrator shall have all powers authorized by the provisions of Chapter 204, Revised Statutes of Missouri, as now provided or as hereafter amended as well as such other powers authorized by the Board of Trustees of the District to the extent that such authorization is not inconsistent with Chapter 204.

B. Consulting Engineer

From the commencement of the design of the System until completion of the construction of the System, the District shall employ a Consulting Engineer whose duties shall be, among such other duties as may be imposed by the District, to be responsible for the design and to supervise the construction of the System and provide certain operational assistance as may be required, and to execute, from time to time, certificates appertaining thereto.

C. Filing Copies

Copies of the reports, estimates, or certificates of the Consulting Engineer, Administrator, and other employees, consultants or agents, as the case may be, and copies of the recommendations and estimates made, as hereinabove provided, shall be filed and remain upon file with the District for inspection by Raymore and other interested parties.

SECTION 208. Assignment of Grants

Except for any grants made to Raymore for and on its own behalf regarding other sewer work in process or to be done in the future and not a part of the System or any extension or improvement thereof, Raymore

hereby assigns to the District all right, title and interest in and to any grant made or to be made by the United States of America or any agency or instrumentality thereof or by the State or any agency or instrumentality thereof in respect to the System, and the District is hereby authorized by Raymore and the District hereby agrees with respect to any such grants made or to be made, to make such applications or other request for such grants, to enter into and perform any and all agreements required to comply with any applicable laws in respect thereof, and to take such other and further action as is required or permitted.

**SECTION 209. Use of Grant Funds by the District**

Any grant made or to be made to the District by the United States of America or any agency or instrumentality thereof or by the State or any agency or instrumentality thereof in respect to the System shall be used by the District in accordance with law as the Board of Trustees, in its discretion, may determine.

**ARTICLE III**

**OPERATION AND MAINTENANCE OF THE SYSTEM**

**SECTION 301. Operation of the System**

The District and Raymore shall take such action from time to time as is required to permit the System to receive, treat and dispose of wastewater delivered into the System by Raymore, and thereafter the District will operate and maintain the System so as to receive, treat and



dispose of wastewater in accordance with the terms and provisions hereof.

The District shall at all times, after the System or any part thereof is placed in operation, operate the System properly and in a sound and economical manner and shall maintain, preserve, and keep the same, or cause the same to be so maintained, preserved, and kept in good repair, order, and condition, and shall from time to time make or cause to be made all necessary and proper repairs, replacements and renewals so that at all times the operation of the System may be properly conducted in a sound and economical manner.

#### SECTION 302. Rules, Regulations and Other Details

The operation, use and services of the System shall be governed by "Regulations For Use", adopted by the Board on June 1, 1971, amended on January 14, 1982, and July 2, 1992, and June 1, 1994, and as may be further amended from time to time (hereinafter "Regulations for Use"). Said Regulations For Use are attached hereto as an Appendix to this Contract and made a part hereof by reference as much as if set forth, in full, and verbatim in this Contract at this point. The Pretreatment Program applies specifically to Industrial User discharges to the System or Raymore's Sewer System (See also Section 509 hereof). The District shall observe and perform all of the terms and conditions contained in the Act and the Bond Documents and shall comply with all valid acts, rules, regulations, orders and directives of any legislative, administrative or judicial body applicable to the System or the District.

SECTION 303. Regulation for Use: Raymore Discharge of Wastewater

Connections to the System shall be limited to Raymore's Sanitary Sewer System. Raymore's ordinance for "Regulation of Use" of its sanitary sewers shall be filed with and accepted by the District prior to making any connections to the System. Any amendment or changes proposed to standards accepted by the District shall be submitted for approval prior to adoption by Raymore.

All measurements for flow rate and sampling for wastewater testing shall be conducted by the District with facilities provided therefor at connection points to the System or at other locations in Raymore's Sanitary Sewer System in accordance with applicable provisions of the District's Regulations For Use.

If tests conducted by the District indicate wastewater discharged to the System exceeds the flow or quality criteria set forth in the District's Regulations For Use, the District may:

- a. Require pretreatment to an acceptable condition before discharge, in keeping with good engineering practices and the recommendations of the regulatory agencies;
- b. Require a surcharge payment to cover the added cost of treatment for characteristics outside the established limits, in keeping with good engineering practices and the recommendations of regulatory agencies;
- c. If the District's Pretreatment Program is applicable to Raymore and if included as part of the District's Pretreatment Program approved by MDNR, require a penalty payment within guidelines established by the Environmental

Protection Agency and MDNR for each occurrence where excessive peak flows, toxic substances, or other materials upset the treatment process to the extent that effluent standards are exceeded and such upsets occur on days that tests on wastewater from Raymore indicate the presence of such flows or substances. The District and Raymore recognize and agree that the District, as of the effective date of this Service Contract, has no authority to impose its own fines or penalties against Raymore, except as provided in the District's Pretreatment Program.

Should the District have validly imposed upon it a monetary penalty or fine by any court, agency or instrumentality of the State of Missouri or the United States of America having competent jurisdiction, and should such penalty be imposed because of some action or failure to take action on the part of Raymore with regard to its sewer system or the users thereof and whether or not the District has the right to enforce such compliance directly or indirectly, the District, in appropriate circumstances and in its sole business judgment, shall have the right to require Raymore to immediately reimburse the District for any monies so paid or so required to be paid because of said penalty or fine.

SECTION 304. Regulations for Use: Industrial User Discharge of Wastewater

*This section shall not apply within the jurisdictional boundaries of a Raymore if the State of Missouri has designated that Raymore as a pretreatment control authority.*

The parties recognize and acknowledge the District's right to the establishment, operation, administration, and enforcement of a publicly owned treatment works pretreatment program consistent with state and federal pretreatment standards, including inspection, monitoring, sampling, permitting and reporting programs and activities. The rules and regulations adopted by the Board of Trustees for a pretreatment program shall be applicable, and enforceable by civil, administrative or other actions within any territory served by the System or treatment facilities and against any municipality, subdistrict, district or industrial user who shall directly or indirectly discharge sewage or permit discharge of sewage into the System or treatment facilities.

The parties specifically authorize, recognize, and acknowledge the District's right to implement and enforce the Regulations for Use including its Pretreatment Program, as amended, promulgated pursuant to the Act and the applicable provisions of Title 40, Code of Federal Regulations, Part 403 as published in the Federal Register, (hereinafter "40 CFR Part 403") and further Raymore authorizes the District to perform technical and administrative duties necessary to implement and enforce the Regulations for Use and Pretreatment Program.

The parties acknowledge the District's right to implement and enforce all future laws and regulations as authorized or mandated by the Federal Clean Water Act and/or the Missouri Clean Water Act.

Because Industrial Users in Raymore's jurisdictional boundaries will or may contribute wastewater which includes industrial waste to the System, the parties agree to the following terms and conditions:

- (1) If Raymore has not already done so, Raymore agrees as soon as reasonably possible (but in no event later than 120 days

after the effective date hereof) to adopt a sewer ordinance or other governing rules (hereinafter "Ordinances") which acknowledges and grants to the District the responsibility to require and monitor compliance and respond to and remedy violations or other instances of noncompliance of the District's Regulations for Use and Pretreatment Program.

- (2) Whenever the District amends its Regulations for Use or Pretreatment Program, it will immediately notify Raymore. For purposes of this Section 304, immediate notification means the District will use its reasonable best efforts to forward a copy of any amendments within five (5) business days of enactment thereof. As soon as is reasonably possible (but in no event later than 120 days after receipt of the District's notice), Raymore agrees that it will enact, as appropriate, any necessary amendments to its Ordinances to make them at least as stringent as the Regulations for Use and Pretreatment Program, as amended.
- (3) The District and Raymore agree to periodically review the Regulations for Use, the Pretreatment Program, and Raymore's Ordinances, and use their reasonable best efforts to jointly draft and adopt equivalent amendments when deemed necessary for the effective administration and operation of the District's Regulations for Use. Either party, or MDNR, or the United States Environmental Protection Agency may request a joint review whenever deemed necessary.

- (4) If Raymore has not already done so, Raymore agrees as soon as reasonably possible (but in no event later than 120 days after the date hereof) to adopt “Local Limits” which address at least the same pollutant parameters and which are at least as stringent as the Local Limits enacted by the District and as set forth in the Regulations for Use and Pretreatment Program. If any revisions or additions are made to the District’s Local Limits, the District will immediately notify Raymore. For purposes of this Section 304, immediate notification means the District will use its reasonable best efforts to forward a copy of any revisions or additions to the Local Limits within five (5) business days of enactment. As soon as reasonably possible (but in no event later than 120 days after receipt of the District’s notice), Raymore agrees to adopt any revisions or additions made to the District’s Local Limits.
- (5) The District, on behalf of Raymore, agrees to perform technical and administrative duties necessary to implement and enforce the Regulations for Use and the Pretreatment Program, including, but not limited to, the following: (i) determining the acceptability of industrial waste to the System from Industrial Users within Raymore’s jurisdiction; (ii) providing technical services such as sampling and analysis of effluent from Industrial Users; (iii) permitting Industrial Users contributing to the System; (iv) conducting inspection and compliance monitoring of effluent from Industrial Users; and (v) performing enforcement for acts of

noncompliance of the District's Regulations for Use or the Pretreatment Program. In addition, the District is authorized, in accordance with the authority granted to it by Missouri law, to take emergency action to stop or prevent any discharge for any Industrial User which presents or may present an imminent danger to the health or welfare of humans, which reasonably appears to threaten the environment, or which threatens to materially interfere with the operation of the System.

- (6) The District shall assess Raymore all costs and expenses reasonably incurred in implementing and enforcing the Regulations for Use and Pretreatment Program on behalf of Raymore, in accordance with the provisions hereof.
- (7) Notwithstanding that certain Industrial Users within Raymore's jurisdictional boundaries with operational pretreatment programs approved by MDNR may be exempt from the Pretreatment Program, Raymore's discharges shall be controlled to the degree required by the Pretreatment Program, as approved by MDNR.
- (8) Upon Raymore's failure to control Industrial User discharges as provided above, then any additional cost or charge to the District resulting from said failure shall be borne entirely by Raymore.
- (9) Before Industrial Users located outside Raymore's jurisdictional boundaries are allowed to discharge into Raymore's Sewer System, Raymore agrees to negotiate and secure an agreement with such user. Such an agreement

shall be substantially equivalent to this Section 304, and a draft thereof shall be forwarded to the District for its reasonable approval prior to execution.

- (10) Any disputes arising out of this Contract shall be resolved in accordance with the applicable provisions hereof, which shall in no way limit the District's power to enforce requirements directly against Industrial Users using Raymore's Sewer System, nor shall it preclude the District from seeking other remedies against Raymore.
- (11) District and its authorized representatives are hereby granted the authority to enter the jurisdictional boundaries of Raymore to administer and enforce the Regulations for Use and Pretreatment Program as authorized in this Section 304. District shall indemnify and save harmless Raymore against all liabilities, judgments, costs, damages, expenses and attorneys' fees for loss, damage, or injury to person or property resulting from the administration and enforcement of the Regulations for Use and Pretreatment Program as authorized in this Section 304 caused by the negligent or intentional acts or omission of the District or its officers, employees or any other agents.
- (12) If i) the District reasonably believes that a violation of Raymore's Ordinances exists and ii) the alleged violation also violates the District's Regulations for Use and/or Pretreatment Program, the District shall have the authority to demand that Raymore commence enforcement of its Ordinances against an Industrial User or any other user of



Raymore's system, by sending written notice to Raymore stating the reasons for its belief that a violation exists and requesting that such enforcement by Raymore be commenced. Upon receipt of any such notice stating a reasonable belief that a violation exists, Raymore shall commence and diligently pursue enforcement of its Ordinances. The District shall assist Raymore with any inspection, monitoring, and sampling necessary to the enforcement action.

If the District gives such written notice, and Raymore fails to commence and diligently pursue enforcement of its Ordinances, then any additional cost or charge to the District, including fines and penalties, resulting from said failure shall be borne entirely by Raymore, provided that the failure of Raymore to obtain a conviction shall not be deemed a failure to commence and diligently pursue enforcement.

Any failure of the District to give any notices required under this Section within the time stated shall not excuse Raymore from complying with the terms of the notice once it is given.

SECTION 305. Inflow and Infiltration. The parties recognize and acknowledge the District's right to implement and enforce federal and state regulations delegated to and implemented by the District, as may become enacted to govern infiltration/inflow and reasonably prevent sanitary sewer overflows of the System.

The District and Raymore will each operate and maintain its own respective wastewater collection systems according to standard engineering and management practices, and in doing so, each will effectively police, monitor and control, to the most reasonable extent possible, its respective sanitary wastewater collection systems so as to preclude other than minor quantities of storm, surface or groundwater that is not intentionally admitted.

Raymore further agrees to maintain in effect ordinances prohibiting the connection of roof drains, porch drains, driveway drains, parking lot drains, footing drains and surface or ground water sump pumps to the sanitary wastewater collection system. Raymore agrees to notify District of any amendment to such ordinances. Raymore will further perform reasonable monitoring and inspection to avoid significant infiltration and inflow to Raymore's Sewer System. The Administrator shall meet annually with a representative of Raymore to establish mutually agreeable goals to reduce the infiltration and inflow to the District's wastewater collection system. Raymore shall advise District in writing of the name and address of its representative.

SECTION 306. Raymore's Sewer System and Connection to the District

Raymore, at its own expense and cost, will construct, install, and operate any and all improvements to its sewer system necessary to cause all sewage, originating in Raymore's Sewer System and also within the jurisdictional limits of the District except sewage flowing to sewage treatment and collection facilities currently in operation as of the effective date of this Service Contract, to deliver and discharge into the System and will keep its sewer system connected with the System.

Only sewage from such sewage collecting systems which are a part of Raymore's Sewer System shall be discharged into the System.

Raymore may deliver and discharge into the System sewage originating outside the District's jurisdictional limits by special agreement and consistent with contract limitations agreed to in writing by the District, including those areas set forth on Schedule E, if any.

Consistent with this Service Contract, Raymore shall retain full power and authority over its existing sewer system and full power and authority to provide additional sewer service inside its jurisdictional limits. Nothing herein shall be deemed to limit Raymore's power with regard to areas inside its jurisdictional limits but outside the jurisdictional limits of the District. Nothing herein shall be deemed to limit Raymore's authority to charge persons outside its jurisdictional limits for the use of Raymore's Sewer System.

#### Section 307. Connection to the District and Division of Costs

Raymore shall cause those portions of Raymore's Sewer System transporting sewage originating in Raymore's Sewer System and also within the District except sewage flowing to sewage treatment and collection facilities currently in operation as of the effective date of this Service Contract, to be connected with the System at the appropriate connecting points designated in Schedule A, Schedule B, Schedule C, and Schedule D, attached hereto and made a part hereof by reference as much as if set forth in full and verbatim in this Service Contract at this point (hereinafter sometimes referred to as the "List of Connecting Points"), upon notice from the District of the availability of connection points. Every such connection shall constitute and shall be operated by

the District as part of the System and shall include all such metering and other facilities as may be necessary to cause all sewage delivered at said point or points of connection to be measured and discharged into the System. Connections of Raymore's Sewer System to the System shall be limited to the locations designated in the List of Connecting Points or any other point or points requested by Raymore and approved by the District. The "List of Connecting Points" may be modified by written consent of the Contracting Party and the District.

The District will provide at the District's expense a connection point that will permit the flow of wastewater by gravity to the District via a junction structure or other facility for effecting the connection and will make provision for metering and sampling as a means of determining the quantity and characteristics of wastewater contributed at each location in Schedule A. The District will provide at the District's expense, a connection point that will permit the flow of wastewater by gravity to the District via a junction structure or other facility for effecting the connection at each location listed in Schedule B with metering and sampling to be provided at other District facilities. The District will provide at the District's expense a junction structure or other facility for effecting connection at each location listed in Schedule C. Metering and sampling facilities may or may not be provided at Schedule C connection points depending upon the feasibility of the measuring for payment by other methods. In the event a meter structure is required, Raymore will bear the cost of design and construction. Additional connections, if requested by Raymore, may be approved and furnished by the District provided Raymore bears the cost of design and construction of the junction structure or structures or other facility if required to connect,

meter, and sample flows contributed at that point. Such additional connections will be listed in Schedule D upon their approval by the District.

SECTION 308. Restrictions on Competing Systems or the Construction of Other Sewage Treatment Works

So long as this Contract is in effect, and except for sewage treatment and collection systems currently in operation as of the effective date of this Service Contract, to the extent such restriction is not prohibited by applicable law, Raymore shall not construct, grant, franchise or license a competing sewage treatment works for sewage originating within the District's boundaries, other than by the District; provided, however, that the District shall consent to such grant or construction in the event that each of the following conditions exist:

- a. It is reasonably projected that Raymore's sewage flow will exceed the District's capacity to receive and treat it within the time period needed to plan, design, finance and construct a treatment facility by Raymore;
- b. The construction of such sewage treatment works by Raymore or by any other person shall not impair the security for the payment of any Bonds of the District, including all Bonds of the District hereafter issued by or on behalf of the District; and
- c. The construction of such sewage treatment works by Raymore or by any other person shall be approved by MDNR.

SECTION 309. Insurance and Reconstruction

The District shall at all times maintain with responsible insurers all such insurance reasonably required and obtainable within limits and at costs deemed reasonable by the District as is customarily maintained with respect to sewage treatment works of like character against loss of or damage to the System, against use and occupancy, and against public and other liability to the extent at least reasonably necessary to protect the interest of the District and each holder of any Bond of the District, and also all such insurance as is required to indemnify and to save harmless Raymore against all liabilities, judgments, costs, damages, expenses, and attorneys' fees for loss, damage, or injury to person or property resulting from the operation or a failure of operation of the System caused by the negligence, including malfeasance or nonfeasance, or willful act of the District or its officers, employees, or any other agents. Any liability incurred by Raymore as a result of the operation of its sewer system shall be its sole liability. If any part of the System required for the performance of the obligations of the District pursuant hereto shall be damaged or destroyed, the District shall, as expeditiously as reasonably possible, commence and diligently prosecute the repair or replacement of the damaged property so as to restore the same to substantially the same condition as existed prior to the event causing such damage or destruction, with such changes, alterations and modifications (including the substitution and addition of additional property) as may be desired by the District and as will not impair the character of the System as a sewage treatment works. The proceeds of any insurance appertaining thereto shall be payable to the District and (except for proceeds of use insurance) shall be applied to the necessary

costs involved in such repair and replacement, and to the extent not so applied, if any Bonds issued by the District are outstanding, shall be applied to any deficiency in the Emergency Repair Fund established pursuant to the Bond Documents, and to the extent not so applied, shall be paid into the Revenue Fund. In the event the cost of such repair and replacement of the damaged property exceeds the proceeds of such insurance available for the payment of the same, if Bonds issued in respect to the System are outstanding, monies in the Emergency Repair Fund created and established in the Bond Documents in respect of the System shall be used to the extent necessary for such purposes.

SECTION 310. Covenant Against Waste

The District and Raymore covenant not to do or suffer or permit any waste or damage, disfigurement or injury to the System.

SECTION 311. Covenant Against Assignment, etc.

No part of the System shall be sold, leased or otherwise encumbered by the District, except as provided by law. However this restriction as stated herein does not prohibit a lease solely for the purpose of financing.

SECTION 312. Right of Inspection

The District covenants and agrees to permit Raymore and the authorized agents and representatives of Raymore to enter the System during usual business hours for the purpose of inspecting the same. As permitted by law, upon reasonable notice to Raymore, and the right of

Raymore to accompany, the District shall have the right but not the obligation to inspect Raymore's Sewer System.

SECTION 313. Records, Accounts and Audits

The District shall keep proper books of record and accounts (separate from all other records and accounts) in which complete and correct entries shall be made of its transactions relating to the System or any part thereof and of the Contract Sum and all other revenues or monies received by or due to the District. All books and papers of the District shall at all reasonable times be available for inspection by such persons as may be designated by Raymore, and copies thereof provided as reasonably requested by Raymore or their designee, the cost of such copies to be paid for by Raymore.

SECTION 314. No Vested Rights of Raymore in System

Raymore shall not acquire any vested rights in the System by reason of this Service Contract. All or any portion of the Contract Sums to be paid by Raymore shall be deemed to be current operating expenses of Raymore's Sewer System.

**ARTICLE IV**

**DISTRICT'S OPERATION AND MAINTENANCE BUDGET**

SECTION 401. Annual Operation and Maintenance Budget

The District's budget year shall be from October 1 to September 30 of the following calendar year. The District shall, not later than July 1 of each year, prepare and furnish copies to Raymore of a preliminary



annual budget of operating and maintenance expenses of the System for the ensuing twelve-month period commencing October 1. The District shall prepare such preliminary annual budget and every annual budget of such operating expenses, to the extent reasonably possible, so that operating and maintenance expenses may be determined from such budget. Every proposed annual budget shall set forth a statement of the sources of funds available to defray such expenditures included therein, including without limitation that portion of the Contract Sum to be paid by Raymore with respect to the costs of operation and maintenance of the System as set forth in the budget.

Not less than sixty (60) days before the beginning of the year for which such preliminary annual budget is prepared the District shall hold a public hearing at which any authorized representative of Raymore may appear and present any objection Raymore may have to the preliminary annual budget for such year. Notice of the time and place of such hearing shall be sent to Raymore at least ten (10) days before the date fixed for the hearing.

Prior to the first day of October following such public hearing, the District shall adopt an annual budget for such year, and the total expenditures thereof shall not exceed the total income for such year. Within ten (10) days after its adoption, excluding Saturdays, Sundays and Holidays, a copy of the annual budget shall be sent to the Mayor or the Chief Executive officer of Raymore and/or their designate.

If for any reason the District shall not have adopted the annual budget on or before the first day of October of any year, the proposed annual budget for the twelve months following October 1 shall be deemed to be in effect for such twelve-month period until the annual budget for

such twelve-month period is adopted; provided, however, that if the proposed annual budget for such twelve-month period has not been prepared, the annual budget for the preceding twelve-month period shall be deemed to be in effect for the ensuing twelve-month period until the proposed annual budget for such twelve-month period has been prepared.

The District may at any time adopt an amended annual budget for the then current twelve-month period, but no such amended annual budget shall supersede any prior budget until presented at a public hearing, as previously described.

The District will make provision in the annual budget for items of expenditure which are normally provided for by municipalities and other public bodies engaged in the operation of a similar project to the System, including, but not limited to, all administrative, legal and fiscal expenses.

#### SECTION 402. Limitations on Operation and Maintenance Expenses

The District shall not incur operation and maintenance expenses with respect to the System in any budget year in excess of the reasonable and necessary amount thereof. The District shall not expend any amount and shall not incur any indebtedness for operation and maintenance expenses in excess of the aggregate amount provided therefor in the annual budget or proposed annual budget (if any) then in effect, subject to the provisions of Section 401 hereof.

#### SECTION 403. Budget - Disagreement - Remedy

In the event that the operating budget or the budget of the whole for the ensuing year exceeds the prior year's budget by more than eight

percent (8%), Raymore shall have the right to, thirty (30) days prior to October 1 of the ensuing year, present to the Board of Trustees a written statement of reasons as to why the proposed budget is, in Raymore's opinion, unreasonable and unnecessary (hereinafter an "Original Statement of Reasons").

In the event Raymore properly submits an Original Statement of Reasons to the District, the District shall, upon receipt of an Original Statement of Reasons, forward a copy of the same to all Users. Each User may, within ten (10) days of receipt of such Original Statement of Reasons from the District, submit in writing to the District its own statement of reasons as to why the proposed budget is, in that User's opinion, unreasonable and unnecessary (hereinafter a "Supplemental Statement of Reasons"). The Original Statement of Reasons and any Supplemental Statement of Reasons for any one particular budget, shall be considered a single statement of reasons for purposes of resolution by arbitration, (hereinafter a "Combined Statement of Reasons") pursuant to this Section 403. If User elects not to, or fails to properly, submit either an Original Statement of Reasons or a Supplemental Statement of Reasons for a particular proposed budget, that User shall be bound by any final decision of an Arbitrator, pursuant to this Section 403.

The Original Statement of Reasons shall be promptly referred by the Board of Trustees to an Arbitrator mutually agreed upon by the District and User that filed the Original Statement of Reasons. The referral to an Arbitrator shall be made within ten (10) days after the District has sent a copy of the Original Statement of Reasons to all Users of the District. If the District and the User that submitted the Original Statement of Reasons are unable to mutually agree to an arbitrator

within such ten (10) day period, then the District shall apply to the Presiding Judge of the Circuit Court of Jackson County, Missouri for the immediate appointment of the Arbitrator.

The Combined Statement of Reasons shall also be submitted to the Arbitrator. The Arbitrator shall appoint a time and place for the hearing. The District shall cause notification to all Users to be served personally or by registered mail not less than five (5) days before the hearing. Appearances at the hearing waives such notice. The Arbitrator may adjourn the hearing from time to time as necessary and on request of a party and for good cause or upon their own motion may postpone the hearing to a time not later than the date fixed by this Contract for making the decision. The Arbitrator may herein determine the controversy upon the evidence produced notwithstanding the failure of the District or a User duly notified to appear. The Circuit Court of Jackson County, Missouri, upon application, may direct the Arbitrator to proceed promptly with the hearing and determination of the controversy. The District and any User submitting an Original Statement of Reasons or Supplemental Statement of Reasons are entitled to be heard, to present evidence material to the controversy and to cross-examine witnesses appearing at the hearing. The hearing shall be conducted by the Arbitrator who will determine all questions and render a final decision. The Arbitrator shall render the decision within ten (10) days after the hearing. In every event, the decision will be rendered by October 1 of that year, or the proposed budget shall automatically become the annual budget upon approval of the Board of Trustees. The expense and salary incident to the services of the Arbitrator shall be shared equally by the District and all Users; and the District's costs are

to be considered an operation expense. The District agrees to include the binding arbitration provisions of this Section 403 in any and all service contracts between the District and a User.

**ARTICLE V**  
**PAYMENT BY RAYMORE**

SECTION 501. Agreement to Pay

Raymore agrees to pay the District for the treatment and disposal of its wastewater, as provided in Section 301 hereof, the Contract Sum provided for in Section 504 hereof. Raymore shall not, under any circumstances, be required to make the payments hereinafter provided for until Raymore connects to the System.

SECTION 502. Raymore's Source of Funds

The Contract Sum shall be paid by Raymore from an activity account as provided below. If the monies paid to the District from the account are not sufficient to fully pay the Contract Sum or any portion thereof when due, the amount remaining unpaid, plus any delinquent charge, shall be paid by Raymore from its other income, revenues and property, as may be necessary to fully pay the Contract Sum.

SECTION 503. Little Blue Valley Sewer District Account

Raymore has provided, or agrees hereby to provide, by an appropriate ordinance or other governing rules for the imposition, collection and segregation of a charge for the use of Raymore's Sewer System or any part thereof, said charge to be sufficient to provide, and

from time to time be revised to always be sufficient to provide within Raymore's activity account, containing sufficient funds to pay the Contract Sum; Raymore further agrees to annually budget and appropriate such monies to such account. Raymore may maintain other funds with the funds in the Little Blue Valley Sewer District account used to pay the Contract Sum. To the extent prohibited by applicable law, no payment of the Contract Sum by Raymore shall be from the "net revenues" of Raymore's Sewer System (as the term "net revenues" is defined in subsection 2 of Section 250.130 of the Revised Statutes of Missouri, 1994, as amended to 2001), with respect to revenue bonds, if any, now or hereafter issued by Raymore pursuant to Sections 250.010 to 250.250 both inclusive or any amendment or reenactment thereof).

#### SECTION 504. The Contract Sum

(a) Raymore's annual bill shall be comprised of Volume Related Costs, Administrative Costs, Meter Costs and Pretreatment Costs, as follows:

1. Volume Related Costs – Volume Related Costs are those costs directly attributable to the flow. These costs include Debt Service costs, certain Operation and Maintenance costs and other costs as may be approved by the Board of Trustees from time to time. Raymore's portion of the Volume Related Costs will be allocated based on Raymore's contributed percentage of the District's flow.

For the purpose of budget development and billing, Raymore's contributed annual flow will be projected based

on the linear regression from the preceding 20 quarters of Raymore's actual measured flow.

If, for any reason, 20 quarters of flow information is not available from Raymore, a linear regression, using available data, will be used to determine Raymore's contributed flow. The Board of Trustees shall review such projected flow calculation for reasonableness and determine any readjustments.

All Users' projected flow will be added together to determine the total projected flow of the District. This total projected flow for the District will then be divided into each User's projected flow to determine the percentage of Volume Related Costs to be billed to that User for the next fiscal year.

A preliminary allocation of Volume Related Costs shall be provided to Raymore at the time of approval of the Annual Budget. The final allocation will be based on a linear regression using the previous 20 quarters of flow ending September 30 of the prior fiscal year. No changes will be made to this allocation until the next fiscal year, unless approved by the Board of Trustees.

2. Administrative Costs – Administrative Costs are those costs that do not increase or decrease in relation to the volume of flow. These costs include administrative costs related to the conveyance system, User related costs, and other costs as determined and approved by the Board of Trustees from time

to time. These costs shall be divided among the Users of the District as shall be approved by the Board of Trustees. For the purpose of billing and budget development, the District will determine these costs each year for the following year's budget.

3. Meter Costs – Meter Costs are those costs associated with repair and maintenance of the District's meters and meter structures as approved by the Board of Trustees. These costs will be determined as part of the budget development process for the next fiscal year, and are to be allocated by dividing the number of each User's meters by the total number of meters in the System.
4. Pretreatment Costs – Pretreatment Costs are those costs associated with the District' pretreatment program as approved by the Board of Trustees. These costs are allocated to those Users who do not have a pretreatment program approved by the State of Missouri, as follows: a percent of the costs based on the percentages established in (a) above and a percent of the of the costs based on flow from Significant Industrial Users (SIU).

(b) The total of all such charges imposed by the District on all Users shall insure sufficient revenues for:



1. the operation, maintenance and reasonable reserves necessary for the System as set forth in the District's then current annual budget;
2. the payment of interest and principal of all Bonds of the District, issued to finance the System owned by the District, when the same become due;
3. the payment into various funds by the District as provided for in its Bond covenants; and
4. any deficiencies in said funds;

except that such charges shall not provide for revenues in any one year which exceed the amounts required to be collected or as budgeted by the Board of Trustees.

#### SECTION 505. Meter Reading and Calibration

This Section 505 is subject to change due to technological improvements in wastewater measurements. As needed, the District will change the flow charts at each meter structure, perform maintenance of flow measuring equipment, calculate flow quantities based on the flow readings, and perform a calibration of the meters. The District shall furnish Raymore with a written schedule of the date and location of each weekly visit if requested. Representatives of Raymore may accompany the District's staff and observe the calculation of the weekly flow and the meter calibration. Raymore shall, no later than ninety (90) days after the visit, advise the District in writing of any differences between Raymore's readings and those of the District.

As needed, the District's staff or a representative of the maintenance service contractor will calibrate and verify calibration of the

meter at each meter structure. Each Raymore shall be given twenty-four (24) hours notice of the time and place of said meter calibrations. Representatives of Raymore may accompany the District's staff and Contractor and observe the calibration of the meter. Raymore shall, no later than ninety (90) days after the visit, advise the District of any differences regarding the meter calibrations, and the parties shall attempt to resolve any such differences with the District.

Raymore shall have the right, at its own expense, to retain consultants to observe any of the above referred to operations.

Neither the failure of Raymore to observe the District's calculation of weekly flow or meter calibration, nor the failure of Raymore to advise the District and record in writing any differences between Raymore's readings or calibrations and those of the District shall effect the authority or ability of Raymore to dispute a billing in accordance with Section 510.

#### SECTION 506. Payment of Contract Sum

The Contract Sum shall be billed quarterly, following the budget quarter most recently completed as determined in Section 504. In all events, the quarterly billing shall be due and payable upon receipt by Raymore.

#### SECTION 507. Delinquent Payment of Raymore

Any Contract Sum not paid within sixty (60) days from the date of billing will be considered delinquent and an additional charge of one and one-half percent (1.5%) per month for each month or portion thereof that the bill remains delinquent will be added thereto. The District may

commence legal proceedings or available administrative proceedings against any User which is delinquent in the payment of the Contract Sum, and the District shall at all times diligently prosecute said proceedings to their conclusion. Should any other User become delinquent in the payment of its cost and charges for a period of twelve (12) months after the same shall become due and payable, Raymore may, in its discretion and upon default of the District, commence legal proceedings or available administrative proceedings against said delinquent User to recover said sum or sums then due in the name and on behalf of the District, and the proceeds of any sums collected shall be paid over to the District exclusive of costs and expenses of effecting said collection recovered in the proceedings. All sums recovered, whether by the District or by a User on behalf of the District, shall, after payment of reasonable costs of said proceedings, be returned to the non-delinquent Users in the proportion that the Contract Sum payment of the non-delinquent Users made up the deficiency of the delinquent User.

#### SECTION 508. Contracts With Others

No sewer district, county, municipality, or other entity shall be permitted to connect to the System unless it has first duly entered into a contractual agreement substantially in the same form as and providing for payment of Contract Sums as defined in this Contract.

#### SECTION 509. Raymore's User Charge System

In conformance with Section 204(b)(1)(A) of Public Law 92-500 and current Federal Regulations, or as subsequently amended, and Sections 503 and 707 of this Contract, Raymore is required, to the extent

permissible by applicable law, to establish and maintain a User Charge System which meets Federal User Charge Requirements. The purpose of Raymore's User Charge System is to ensure the adequate collection of revenues to support the operation, maintenance and replacement needs of the treatment works within the District's Service Area. By signing this Service Contract, Raymore specifically acknowledges its ongoing obligation to comply with applicable Federal User Charge Requirements.

The District is required by federal regulations and by the terms of its several federal grants for the construction of the System to ensure that each User's Service Contract contains the above provisions. Although the State or federal governments may have the authority to review and otherwise determine the acceptability of each User's User Charge System, this Section 509 shall in no way be construed as conferring on the District, and the District shall not have, any such right of review or approval of Raymore's User Charge System. Raymore shall maintain its User Charge System in accordance with applicable law.

#### SECTION 510. Resolution of Disputes

Any and all billing disputes, including the measurement of metered flow for purposes of computation of the Contract Sum that are unable to be resolved between the District and Raymore shall be referred to the Board of Trustees for disposition. Any and all documentation shall be made available to the Board concerning the dispute. Raymore shall have sixty (60) days from the date of receipt of District's annual audit to notify District that it is contesting a bill from that audit period. Failure by Raymore to notify the District, in writing, and to pay in full the undisputed portion of a bill within said sixty (60) day period shall

constitute a waiver on the part of Raymore and Raymore shall be deemed to have agreed to the accuracy of said bill. Upon receipt of notice of a contested bill, the disputed portion shall be referred to the Board for determination of the matter. The Board shall establish such procedures and policies as it reasonably deems necessary to resolve all disputes. If the Board of Trustees determines that Raymore is entitled to a reduction of its bill, then all other bills for the billing period in question shall be amended, showing the appropriate adjustment on the next regular billing cycle.

**SECTION 511. Connection Fees**

In addition to other sums payable by Raymore hereunder, Raymore agrees to pay to the District a "Connection Fee" for all future connections of Raymore's Sewer System to the System as such fee amounts are reasonably and equitably determined by the District from time to time during the term of this Contract.

**ARTICLE VI**

**ABANDONMENT OF RAYMORE'S SEWER SYSTEM FACILITIES**

**SECTION 601. Abandonment Permitted**

Raymore may, in its sole discretion, at any time, abandon, or in the alternative, continue to operate, maintain, and repair all or any part of those sewage treatment or disposal facilities constituting, at the time of the effective date of the Contract, a part of Raymore's Sewer System, subject however, to the provisions of Section 301, Section 306, Section 308 and Section 602 hereof, and any applicable laws or regulations.

SECTION 602. Notice of Abandonment

Raymore, prior to abandoning any such sewage treatment or disposal facilities referred to in Section 601 hereof, which abandonment will substantially increase the sewage received from Raymore's Sewer System by the District in its System, shall file with the District a written notice of Raymore's intention to abandon such facilities on the date specified in such notice at least one (1) year prior to the date so specified, said notice to set forth the estimated amount of the increase.

**ARTICLE VII**

**MISCELLANEOUS**

SECTION 701. Effective Date

The effective date of this Contract is the date as set out in the first paragraph of this document.

SECTION 702. Performing Duties

The District will faithfully and punctually perform all duties with respect to the System required by the Constitution and laws of the State and the United States and the resolutions of the Board of Trustees, and all Bond Documents. Similarly, Raymore will so perform all duties with respect to the System required by the Constitution, the laws of the State and the United States, and the Ordinances or other governing rules of Raymore, including but not limited to the prompt payment of the Contract Sums in respect of the System.

SECTION 703. Further Assurances

At any and all times, the District and Raymore shall (insofar as they may be authorized by law) pass, make, execute, acknowledge and deliver any and every such further resolution or ordinance (or other governing rule) respectively, and acts, deeds, conveyances, assignments, transfers and assurances as may be necessary or desirable to better assure, convey, grant, assign and confirm, all and singular, the Contract Sums in respect of the System, and other funds pledged or assigned, or intended so to be, of which the District or Raymore, as the case may be, may heretofore or hereafter become bound to pledge or to assign, as may be reasonable and required to carry out the purposes of any such Bond Document or ordinance (or other governing rule) and to comply with the Act. Raymore consents to and acknowledges the assignment of the Contract Sum to the Trustee as provided for in any Bond Document of the District authorizing the issuance of Revenue Bonds. The District shall at all times, to the extent permitted by law, defend, preserve and protect the pledge of the Contract Sum in respect of the System, respectively, and other funds pledged heretofore and hereafter, and all rights of every holder of any Bond against all claims and demands of all persons whomsoever.

SECTION 704. Limitations Upon Consent

Whenever, under the terms of the Contract, the District is authorized to give its written consent, the District in its discretion may give or may refuse such written consent; and if given, may restrict, limit or condition such consent in such manner as it shall deem advisable. Such written consent shall not be unreasonably withheld. Acceptance by

the District into the System from Raymore of sewage in the volume or with characteristics exceeding or violating any limit or restriction provided for by or pursuant to this Contract in one or more instances or under one or more circumstances shall not constitute a waiver of such limit or restriction or of any of the provisions of this Contract and shall not in any way obligate the District thereafter to accept or to make provisions for sewage delivered and discharged into the System in a volume or with characteristics exceeding or violating any such limit or restriction in any other instances or under any other circumstances.

**SECTION 705. Form of Consent**

All consents of any party required under this Contract shall be given in writing. Whenever under the terms of this Contract Raymore is authorized to give its consent, such consent may be given and shall be conclusively evidenced by a copy, certified by its City Clerk or other designated official and under its seal (if any), of an ordinance (or other governing rule) adopted by its governing body giving such consent. Whenever under the terms of this Contract the District is authorized to give its consent, such consent may be given and shall be conclusively evidenced by a copy, certified by its Secretary and under its seal, of a resolution adopted by the District and giving such consent.

**SECTION 706. Bonds of the District**

The Bonds of the District shall not, except to the extent herein provided and in the Bond Documents, be a debt of Raymore, nor shall Raymore be liable thereon.



SECTION 707. Conformity With The Laws And Regulations

Each party hereto agrees to abide by and to conform to all applicable laws and regulations of the United States of America, the State, or any political subdivision thereof having any jurisdiction in the premises, and the Regulations For Use set out in the Appendix hereto, as reasonably amended from time to time.

SECTION 708. Acts of God

No party hereto shall be responsible or liable in any way for Acts of God or any other act or acts or omissions beyond the control of such party which may in any way cause an interruption or a discontinuance of service appertaining to the System or to Raymore's Sewer System.

SECTION 709. Nonassignability

No party to this Contract may assign any interest herein to any person without the consent of all the other parties hereto at that time; and subject to the terms of the Bond Documents, the terms of this Contract shall inure to the benefit of and be binding upon the respective successors of each party hereto. Nothing herein contained, however, shall be construed as preventing the reorganization of any party hereto nor as preventing any other body corporate and politic succeeding to the rights, privileges, powers, immunities, liability, disabilities, functions and duties of a party hereto, as may be authorized by law, subject to the terms and conditions of the Bond Documents and in the absence of any prejudicial impairment of any obligation of contract hereby imposed.

SECTION 710. Amendments

Subject to and in accordance with the Bond Documents, this Contract may be amended from time to time by written agreement, duly authorized and executed by the parties hereto.

SECTION 711. Severability

If any provision of this Contract shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Contract and this Contract shall be construed and enforced as if such invalid or unenforceable provision had not been contained herein.

SECTION 712. Execution of Documents; Further Acts

This Contract may be executed at different times by the parties in any number of counterparts, any of which shall be regarded for all purposes as an original and all of which constitute but one and the same instrument. Each party agrees that it will execute any and all deeds, documents or other instruments, and take such other actions as are reasonably necessary to carry out and to give effect to the terms of this Contract.

SECTION 713. Waiver

No waiver by either party of any term or condition of this Contract shall be deemed or construed as a waiver of any other term or condition, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different section,

subsequent paragraph, clause, phrase, or other provision of this Contract.

SECTION 714. Remedies

If permitted by law, this Contract shall be specifically enforceable by any party hereto.

SECTION 715. Entirety

This Contract, inclusive of the Appendix “and Schedules “A”, “B”, “C”, “D” and “E”, which are attached hereto and made a part hereof, merges and supersedes all prior negotiations, representations, and agreements between the parties hereto relating to the subject matter hereof, and constitute the entire agreement between the parties hereto in respect thereof. Make sure references to attachments are correct.

SECTION 716. Applicable Law; Captions

This Contract shall be governed by and construed in accordance with the laws of the State of Missouri. The captions at the beginning of Articles, Sections and Subsections are used for convenience only and are not to be used in attempting to construe any part of this Contract.

SECTION 717. Joint Use Connection Points

Raymore accepts operational responsibility for any current joint use connection points and accepts future responsibility for any other joint use connection points as designated on the Schedules attached hereto. The parties agree that any designated joint use connection points are agreed to for engineering and technical purposes only. All

joint use agreements shall be reviewed and revised from time to time to take into account the District's regulations and charges.

SECTION 718. Injunctive Relief

Raymore shall provide injunctive relief at the request of the District to restrain the violation or attempted violation of any of the provisions of this Contract and all Appendices thereto. Upon failure of Raymore to act within ten (10) days of written request, District shall be authorized to so proceed, in Raymore's name, if necessary.

SECTION 719. Authority

Raymore shall have immediate and continuing right to discharge wastewater, or as otherwise permitted hereunder, into the District's System on condition that Raymore agrees to promptly enforce and cooperate with the District in the exercise of the District's enforcement of the restrictions, proscriptions, penalties and other terms provided for herein against any person discharging into the System in violation of the same. In default of Raymore's action at the District's request, Raymore authorizes the District to take all legal actions necessary to enforce the terms of this Contract and all Appendices thereto, in Raymore's name, if necessary.

SECTION 720. Notice

Any notice required by the terms of this Service Contract shall be sent via facsimile or certified mail, return receipt requested, as follows:

To the District:            Executive Director  
                                 Little Blue Valley Sewer District  
                                 Administrative Building  
                                 21101 78 Highway  
                                 Independence, Missouri 64057  
                                 Fax: 816-796-5910

To Raymore:                Public Works Director  
                                 P.O. Box 440  
                                 Raymore, Mo. 64083  
                                 Fax: 816- 331-8724

SECTION 721. Indemnification

The District shall indemnify and save harmless Raymore against all liabilities, judgments, costs, damages, expenses and attorneys' fees for loss, damage, or injury to person or property caused by the negligent or intentional acts or omission of the District or its officers, employees or any other agents.

**THIS CONTRACT CONTAINS BINDING ARBITRATION PROVISIONS**  
**[IN SECTION 403 CONCERNING DISTRICT BUDGET DISPUTES]**  
**WHICH MAY BE ENFORCED BY THE PARTIES**

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed on behalf of the District by the Chairman of the Board of Trustees, and attested to by the Secretary of the Board of Trustees, and on behalf of Raymore by its authorized representative at the dates shown respectively.

**RAYMORE, MISSOURI**

**LITTLE BLUE VALLEY  
SEWER DISTRICT**

By: *C. P. [Signature]*  
Mayor

By: *Kathryn Shields*  
Chairman, Board of Trustees

Date: 12-12-01

Date: January 9, 2002

ATTEST:

ATTEST:

By: *[Signature]*  
City Clerk

By: *[Signature]*  
Secretary, Board of Trustees

Date: 12-12-01

Date: January 9, 2002

APPROVED AS TO FORM:

APPROVED

By: \_\_\_\_\_  
\_\_\_\_\_

By: *[Signature]*  
Executive Director,  
Administrator for The District

## Schedule "A"

### Initial Connection Points - Metering at this Location

The District will provide at the District's expense a connection point that will permit the flow of wastewater by gravity to the District via a junction structure or other facility for effecting the connection and will make provision for metering and sampling as a means of determining the quantity and characteristics of wastewater contributed at each location in Schedule A.

A metering station may be assigned by Raymore to another User of the District, upon written consent of Raymore, the User and the Administrator. The consent of the Administrator shall not be unreasonably withheld or delayed.

Note: Connection Points are as identified in the "Interceptor Connection Manual – 2000; Little Blue Valley Sewer District".

Raymore Connection Points:

### Connection Points

890E-10 Kelly Road Meter Structure

Schedule "B"

Initial Connection Points - Metering Provided at Another Location

The District will provide at the District's expense, a connection point that will permit the flow of wastewater by gravity to the District via a junction structure or other facility for effecting the connection at each location listed in Schedule B with metering and sampling to be provided at other District facilities.

Note: Connection Points are as identified in the "Interceptor Connection Manual – 2000; Little Blue Valley Sewer District".

Raymore Connection Points:

Connection Points

890E-310  
890E-320  
890E-330  
890E-340  
890E-350  
890E-360  
890E-370  
890E-380  
890E-390  
890E-400  
890E-410  
890E-420  
890E-430  
890E-440  
890E-450  
890E-460  
890E-470  
890E-480  
890E-490  
890E-500  
890E-510  
890E-520  
890E-530  
890E-540  
890E-550  
890E-550



890E-570  
890E-580  
890E-590  
890E-600  
890E-610  
890E-620  
890E-630  
890E-640  
890E-650  
890E-530E-10  
890E-530E-20  
890E-530E-30  
890E-530E-40  
890E-530E-50  
890E-530E-60  
890E-530E-70  
890E-530E-80  
890E-530E-90

Schedule "C"

Future Connection Points - Metering to be at that Location

The District will provide at the District's expense a junction structure or other facility for effecting connection at each location listed in Schedule C. Metering and sampling facilities may or may not be provided at Schedule C connection points depending upon the feasibility of the measuring for payment by other methods. In the event a meter structure is required, Raymore will bear the cost of design and construction.

Note: Connection Points are as identified in the "Interceptor Connection Manual – 2000; Little Blue Valley Sewer District".

Raymore Connection Points:

Connection Points

890E-300      Lampkins Fork

Schedule "D"

Additional Connection Points

Note: Connection Points are as identified in the "Interceptor Connection Manual – 2000; Little Blue Valley Sewer District".

Raymore Connection Points:

None Identified

Schedule "E"

Certain Costs Paid by Raymore

None Identified



## LITTLE BLUE VALLEY SEWER DISTRICT

Administration & Employee Services Bldg.  
Atherton Wastewater Treatment Plant  
21208 East Old Atherton Road  
Independence, MO 64058

October 12, 2020  
City Council Meeting  
Page 237 of 334  
Phone: (816) 796-7660 or (816) 796-9191  
Fax: (816) 656-2543

August 21, 2020

Your current service agreement outlines the methodology by which your rates for service are calculated using a linear projection of sewer flow data for the last 20 Quarters (5 years) to project your flow contribution for the coming year. It has long been a concern of several customers that this projected flow is extremely subject to flow variations due to wet weather and that the projected value is unpredictable and potentially inaccurate. As a result of these concerns the District hired a rate consultant to evaluate this methodology along with others and make a recommendation based upon accuracy. A recommendation was received that indicated that the District should change its methodology from a 20 quarter linear projection to a 5 year rolling average. This recommendation was considered and subsequently recommended by both the Technical Advisory Committee and the Mayors Advisory Board to the Board of Trustees. The Board of Trustees approved the recommendations and directed that amendments to each customer's service agreement be prepared and executed.

Please find the attached amendment to your service agreement with the Little Blue Valley Sewer District for your execution. This amendment has been prepared by the District's legal counsel at the direction of the District's Mayors Advisory Board and Board of Trustees with the assistance of the District's Technical Advisory Committee. It is requested that you expedite execution of this amendment and return it along with the minutes, resolution or ordinance authorizing its execution to Kim Best, Administrative/ HR Manager at [best@lbvsd.org](mailto:best@lbvsd.org). It is necessary that all customers agree to this amendment by December of this year in order to implement the new methodology next fiscal year. If you have any questions or need any assistance from District staff in this effort please contact Jeff Shook, Executive Director at [shook@lbvsd.org](mailto:shook@lbvsd.org) or by phone at 816-935-2696; Lisa O'Dell, Assistant Director, at [odell@lbvsd.org](mailto:odell@lbvsd.org) or by phone at 816-854-0257 or Kim Best at [best@lbvsd.org](mailto:best@lbvsd.org) or by phone 816-299-4625.

We appreciate your attention to this matter.

Cordially,

Jeff Shook, Executive Director  
Little Blue Valley Sewer District





**CITY OF RAYMORE**  
**AGENDA ITEM INFORMATION FORM**

DATE: October 12, 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 3579 Middle Big Creek Sewer District Agreement

**STRATEGIC PLAN GOAL/STRATEGY**

4.3.1 Develop and implement long-term strategies to support City operations

**FINANCIAL IMPACT**

Award To: Middle Big Creek Sewer District  
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**

Contract

**REVIEWED BY:**

Jim Feuerborn

## BACKGROUND / JUSTIFICATION

This amended contract with the Middle Big Creek Sewer District will reflect the changes adopted with the Little Blue Valley Sewer District. The amendment will modify the billing methodology from a per connection basis to a metered flow basis.



**BILL 3579**

**ORDINANCE**

**"AN ORDINANCE OF THE CITY OF RAYMORE MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE AN AMENDED AND RESTATED SERVICE CONTRACT FOR SEWER SERVICE WITH THE MIDDLE BIG CREEK SEWER DISTRICT "**

**WHEREAS**, the City of Raymore, Missouri, has heretofore entered into a service contract with the Middle Big Creek Sewer District for operation of Maintenance of all Middle Big Creek plant facilities; and

**WHEREAS**, The Board of Trustees has approved a modification in billing methodology from connection based to metered flow based; and

**WHEREAS**, it is necessary to modify existing provisions in the various service agreements with all customers in order to implement this change; and

**WHEREAS**, the City of Raymore desires to execute the first amendment to the amended and restated service contract, a copy of which is attached hereto and made a part hereof.

**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 execute the first amendment to the amended and restated service contract for sewer service with the Middle Big Creek Sewer District.

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 12TH DAY OF OCTOBER, 2020.**

**BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 26TH 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

**FIRST AMENDMENT TO  
AMENDED AND RESTATED SERVICE CONTRACT  
BETWEEN  
LITTLE BLUE VALLEY SEWER DISTRICT  
AND  
RAYMORE, MISSOURI  
MIDDLE BIG CREEK SUBDISTRICT**

THIS FIRST AMENDMENT TO AMENDED AND RESTATED SERVICE CONTRACT is entered into by and between LITTLE BLUE VALLEY SEWER DISTRICT, a body corporate and politic duly organized and existing under the laws of the State of Missouri (hereinafter referred to as the “District”), and RAYMORE, MISSOURI (hereinafter referred to as the “Raymore”), on or about \_\_\_\_\_ (hereinafter referred to as the “Contract”).

WITNESSETH:

WHEREAS, the parties hereto desire to amend the Contract.

NOW, THEREFORE, the parties agree to amend the Contract as follows:

1. Section 504(a)1 is hereby deleted and the following is inserted in lieu thereof:

SECTION 504. The Contract Sum

(a) The Contract Sum shall be the proportionate charge from time to time imposed by the District on Raymore, which charge shall bear the same proportionate relationship to the total of all charges imposed by the District on all

consumers comprised of Volume Related Costs, Administrative Costs, Meter Costs and Pretreatment Costs, as follows:

1. Volume Related Costs - Volume Related Costs are those costs directly attributable to the flow. These costs include Debt Service Costs, certain Operation and Maintenance Costs and other costs as may be approved by the Board of Trustees from time to time. Raymore's portion of the Volume Related Costs will be allocated based on Raymore's contributed percentage of the District's flow.

For the purpose of budget development and billing, Raymore's contributed annual flow will be projected based on an amount equal to the average of the preceding 20 quarters of Raymore's actual measured flow times 4.

If, for any reason, 20 quarters of flow information is not available from Raymore, an annual average using available data will be used to determine Raymore's contributed flow. The Board of Trustees shall review such projected flow calculation for reasonableness and determine any readjustments.

All Users' projected flow will be added together to determine the total projected flow of the District. This total projected flow for the District will then be divided into each User's projected flow to determine the percentage of Volume Related Costs to be billed to that User for the next fiscal year.

A preliminary allocation of Volume Related Costs shall be provided to Raymore at the time of approval of the Annual Budget. The final

allocation will be based on an amount equal to the average of the previous 20 quarters of flow ending September 30 of the prior fiscal year times 4. No changes will be made to this allocation until the next fiscal year, unless approved by the Board of Trustees.

2. Section 720 is hereby amended to change the address of the Executive Director to 21208 East Old Atherton Road, Independence, Missouri 64058.

3. The parties hereto agree that neither party is in breach of the Contract at this time.

4. This Amendment shall not be effective until all of the Users have approved this Amendment.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed on behalf of the District by the Chairman of the Board of Trustees, and attested by the Secretary of the Board of Trustees, and on behalf of RAYMORE, MISSOURI, by its authorized representative at the on the dates shown respectively.

ATTEST:

LITTLE BLUE VALLEY SEWER  
DISTRICT

By \_\_\_\_\_  
Secretary, Board of Trustees

By \_\_\_\_\_  
Chairman, Board of Trustees

Date \_\_\_\_\_

Date \_\_\_\_\_

APPROVED AS TO FORM:

By \_\_\_\_\_  
\_\_\_\_\_,  
Administrator for the District

ATTEST:

RAYMORE, MISSOURI

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

APPROVED AS TO FORM:

By \_\_\_\_\_

\_\_\_\_\_

AMENDED AND RESTATED  
SERVICE CONTRACT

between

LITTLE BLUE VALLEY SEWER DISTRICT

and

RAYMORE, MISSOURI

MIDDLE BIG CREEK SUBDISTRICT

Dated:

*August 12, 2002*

AMENDED AND RESTATED SERVICE CONTRACT

between  
LITTLE BLUE VALLEY SEWER DISTRICT  
and  
RAYMORE, MISSOURI

MIDDLE BIG CREEK SUBDISTRICT

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Signature Page

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- Schedule D - Additional Connection Points, if requested by Public Entity and approved by the District
- Schedule E - Certain Costs Paid by Public Entity
- Appendix - Regulations for Use

AMENDED AND RESTATED SERVICE CONTRACT

Between

LITTLE BLUE VALLEY SEWER DISTRICT  
Jackson and Cass Counties, Missouri

and

RAYMORE, MISSOURI

MIDDLE BIG CREEK SUBDISTRICT

THIS AMENDED AND RESTATED SERVICE CONTRACT dated as of the \_\_\_\_ day of \_\_\_\_\_, 2002, (regardless of when signed by the parties hereto), by and between LITTLE BLUE VALLEY SEWER DISTRICT (herein referred to as the "District"), a body corporate and politic duly organized and existing under the laws of the State of Missouri, and RAYMORE, MISSOURI, a municipal corporation (herein referred to as the "Public Entity").

**WITNESSETH:**

WHEREAS, pursuant to and in accordance with the provisions of Section 204.250, et seq. of the Revised Statutes of the State of Missouri, 1994, as amended to 2001, (herein referred to as the "Act"), the District has been duly created and is duly authorized, pursuant, to the Act, to undertake the planning, financing, construction, maintenance and operation of a common system of trunk sewers, sewage treatment plant and

related facilities including, without limitation, certain expanded facilities to be constructed by the District to serve certain areas within Jackson County and Cass County, Missouri (hereinafter referred to as the "System") those separate facilities to be constructed for the Middle Big Creek Subdistrict described below and sometimes referred to as the "MBC System"; and

WHEREAS, District, Public Entity and other public bodies have formed a subdistrict within the jurisdictional boundaries of the District, the Middle Big Creek Subdistrict ("MBC Subdistrict"), for the proper treatment and disposal of wastewater; and,

WHEREAS, the MBC Subdistrict is a "Customer" of the District, as such term is defined by Section 204.370, RSMo, and which has a service or user agreement with the District; and

WHEREAS, Public Entity is a part of the MBC Subdistrict; and,

WHEREAS, Public Entity entered into a service agreement with the District on September 25, 1995 (referred to as "Original Contract"); and

WHEREAS, Public Entity has the power to contract with the District in building sanitary sewers and related facilities; and,

WHEREAS, Public Entity is authorized, pursuant to the Act, to pay a reasonable charge to the District for wastewater disposal, such charges to be based upon such equitable means as employed by the District from time to time at the point of discharge to the System, such charge to be fixed at such rate that shall, together with all other revenues of the District, insure the provision of sufficient revenues for the operation, maintenance,

rehabilitation and restoration of the System and the payment of principal and interest on revenue bonds issued, or contemplated to be issued, by the District as provided in the Act and the Bond Documents or by any other financing source, as provided by law; and

WHEREAS, the District has the power and is authorized, pursuant to the Act, to issue its bonds in such principal amount as, in the opinion of the District and with the concurrence of the Advisory Board and as provided in the Act, shall be necessary to provide sufficient funds for achieving its purposes, including the acquisition and construction, improvement, extension and rehabilitation of the common sewer system and treatment plants, and other expenditures of the District incident to and necessary or convenient to carry out its purposes and powers; and

WHEREAS, in order to provide funds to pay a portion of the cost of the System, the District has issued and delivered certain original issue Sewer System Revenue Bonds consisting of Series "A", October 1, 1971, in the principal amount of Nine Million Dollars (\$9,000,000); Series "B", Sewer System Revenue Bonds 1998 Refunding Series A in the amount of Four Million Eight Hundred Sixty-Five Thousand Dollars (\$4,865,000) and Sewer System Revenue Bonds 1998 Refunding Series B in the amount of Twenty-One Million Two Hundred Ninety-Five Thousand Dollars (\$21,295,000) payable from and secured by revenues from the System; (to the extent now or hereafter outstanding all said original issue and refinancing bonds are hereinafter sometimes collectively referred to as the "Outstanding Bonds"),

and to the extent the same are outstanding during the term hereof the Outstanding Bonds represent continuing obligations of the District under the terms and provisions of Bond Documents duly adopted by the District prior to the issuance of the Outstanding Bonds, with copies of said Bond Documents being available at the District's General Offices; and,

WHEREAS, in order to provide funds to pay the costs of the MBC System, the District has issued and delivered its Sewerage System Revenue Bonds (State Revolving Fund Program - Middle Big Creek Subdistrict Project) Series 1995 and any additional parity bonds of the MBC System issued hereafter (the "MBC Bonds") which while outstanding during the term thereof, will represent continuing obligations of the District from revenues of the Subdistrict under the terms and provisions of Bond Documents duly adopted by the District prior to the issuance of the MBC Bonds, with copies of said MBC Bond Documents being available, or to be available, at the District's General Offices; and

WHEREAS, District has undertaken to review the existing infrastructure of the System and has approved a Facility Plan, dated August 2001, for improvement, expansion, rehabilitation and replacement of the System; and,

WHEREAS, the comprehensiveness of implementing the Facility Plan necessitates consideration of appropriate methods of financing such implementation, including the issuance of new Bonds or alternative sources of financing; and,

WHEREAS, the various Users of the District have participated in organized workshops and public meetings to review the proposed Facility Plan and to pursue various alternative financing; and,

WHEREAS, certain variations exist among the Service Agreements with District Users attributable to the conditions which existed at the time individual Service Agreements were entered into; and,

WHEREAS, it is necessary to modify existing provisions in the various service agreements with all Customers in order to resolve any differences within individual Service Agreements, however slight, to facilitate the financing of the improvement, rehabilitation and replacement of the System; and,

WHEREAS, the District has the right to condemn the land necessary for the operation of the System and the MBC System, or take an interest in real property sufficient for the location of the System or the MBC System thereon, free and clear of all liens and encumbrances which would materially affect the value or usefulness of such land or interest in real property for the intended use thereof; and

WHEREAS, the District herein agrees to promptly obtain all governmental approvals required by law for the acquisition, construction, ownership, operation, and maintenance of the System and the MBC System by the District; and



WHEREAS, the System and the MBC System will be for the primary benefit of the Users within the District and the MBC Subdistrict and for others connected to the Systems; and

WHEREAS, the District pledges to use its reasonable best efforts and resources to secure binding service contracts with all Users within the District's boundaries and with sewer systems tributary to the System or non-tributary sewer systems to the extent that the same can practically and economically be made a part of the System to maximize its efficient use and provide for the connection of, use of and payment for use of the System; and,

WHEREAS, it is the intention of the parties and all Users of the District that no change or modification be made which would impair any Outstanding Bonds or modify any current provisions for payment of such Outstanding Bonds now or in the future; and,

WHEREAS, nothing set forth in this AMENDED AND RESTATED SERVICE CONTRACT shall be construed in a manner to adversely affect the rights of the holders of any Outstanding Bonds.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

## ARTICLE I

### **SHORT TITLE, DEFINITIONS AND GENERAL PROVISIONS**

#### SECTION 101. Precedence; Short Title

This Amended and Restated Service Contract is an amendment and restatement of the Original Contract and shall supercede and have precedence over such Original Contract. Any Original Contract between Public Entity and the District is replaced in its entirety by this Service Contract. This Contract may be referred to as the "Service Contract" (herein sometimes designated as the "Contract").

#### SECTION 102. Meanings and Constructions

##### A. Definitions

All terms which are defined herein shall have the same meanings for all purposes of this Contract as amended and supplemented, and of any instrument or document appertaining hereto and whether or not such term is capitalized when used (except where the context by clear implication otherwise requires).

"Act" - The applicable provisions of Section 204 of the Revised Statutes of the State of Missouri, 1994, as amended to 2001.

"Administrator" - Regardless of the title used by the District, that person appointed by action of the Little Blue Valley Sewer District's Board of Trustees and who shall have all powers authorized by the

provisions of Chapter 204, Revised Statutes of Missouri, as now provided or as hereafter amended as well as such other powers authorized by the Board of Trustees of the District to the extent that such authorization is not inconsistent with Chapter 204.

“Advisory Board” - A board consisting of the mayor or chief executive officer or the authorized representative of every incorporated municipality, and a representative (authorized in writing to act in that capacity) of every subdistrict or private district which lies partially within the District and which operates a sewage collection system which will discharge sewage into the System.

“Annual Budget”- The budget or the amended budget for the operation and administration of the Little Blue Valley Sewer District for a twelve-month period commencing October 1 of each year and adopted by the District or in effect pursuant to Article IV hereof.

“Annual Subdistrict Budget” - The budget or the amended budget for the Middle Big Creek Subdistrict for a twelve-month period commencing October 1 of each year and adopted by the MBC Subdistrict or in effect pursuant to Article IV hereof.

“Bonds” - All Outstanding Bonds and the MBC Bonds issued by the District to date, and all subsequent bonds issued by it, or on its behalf, for the purpose of paying the cost of acquiring, constructing, improving or extending the System and, as applicable the MBC System, and all refunding bonds issued by it, or on its behalf, to refinance any such

Bonds. The term also includes Sewer System Revenue Bonds issued to date and all subsequent bonds issued for the purpose of paying the cost of acquiring, constructing, improving and extending a sewer system, including land and easements, interceptor sewer lines, sewage treatment facilities, and refunding bonds.

“Bond Documents” – The District’s bond resolutions and all subsequent bond resolutions approved by the Board of Trustees, together with all documents necessary for authorizing and directing the issuance of sewer system revenue bonds and sewer system refunding bonds for the purpose of paying the cost of acquiring, constructing, improving and extending a sewer system, including land and easements, interceptor sewer lines, and sewage treatment facilities.

“Connection” – A piped tie-in to the System which conveys sewage, may also be a piped tie-in to Public Entity’s Sewer System which conveys sewage.

“Consulting Engineer” - Any registered or licensed professional engineer, firm or professional corporation composed of such engineers, or an association thereof entitled to practice and practicing as such under the laws of the State of Missouri or any other state, selected, retained and compensated by the District but not in the regular employ or control of the District, including without limitation any successor of the present Consulting Engineer, if any.

“Contract Sum” - The amounts paid or required to be paid from time to time by Public Entity to the District pursuant to this Contract (Article V, Section 504).

“Customer” or “Customers” - As provided by Section 204.370, RSMo, “Customer” shall mean 1) a political subdivision within the District which has a service or user agreement with the District or 2) a duly created subdistrict.

“Hereby”, “Herein”, “Hereinabove”, “Hereinafter”, “Hereinbefore”, “Hereof”, “Hereto”, “Hereunder”, and any similar term, refer to this Contract and not solely to the particular portion thereof in which such word is used; “Heretofore” means before the stated date of this Contract; and, “Hereafter” means after the stated date of this Contract.

“Industrial User” - An industrial manufacturing process, trade, or business which generates water-carried wastes and is a source for the introduction of nondomestic pollutants into the Systems.

“Infiltration” - Includes any storm water, surface water or groundwater that enters a sanitary sewer collection system through broken or defective pipes, improper joints or connections, deteriorated manhole components, broken foundation drains or defective service laterals.

“Inflow” - Includes any storm water which gains access to a sanitary sewer collection system through direct sources, including, but not limited to vented manhole lids, downspouts, area drains, indirect storm sewer connections, storm sewer cross-connections and uncapped cleanouts

below grade, roof drains, cellar or basement drains, sump pumps or yard drains.

“MBC Advisory Board” - The authorized representative of every political subdivision which lies partially within the MBC Subdistrict and which operates or is served by a sewage collection system which will discharge sewage into the trunk sewers or the sewage facilities of the MBC System and representatives of all other political subdivision and of each county having territory within the MBC Subdistrict.

“MBC Bonds” - Includes Little Blue Valley Sewer District Sewerage System Revenue Bonds (State Revolving Fund Program - Middle Big Creek Subdistrict Project), Series 1995 and all subsequent bonds issued for the purpose of paying the cost of acquiring, constructing, improving and extending a sewer system, including land and easements, interceptor sewer lines, sewage treatment facilities, and any refunding bonds for the MBC Subdistrict.

“MBC Bond Documents” - The District’s bond resolutions and all subsequent bond resolutions approved by the Board of Trustees, together with all documents necessary for authorizing and directing the issuance of sewer system revenue bonds and sewer system refunding bonds for the purpose of paying the cost of acquiring, constructing, improving and extending the System or the MBC System, including land and easements, and interceptor sewer lines.

“MBC Subdistrict” - The Middle Big Creek Subdistrict that has been formed as a subdistrict of the District pursuant of the Act to gather, treat and dispose of wastewater and sewage.

“MDNR” - The Missouri Department of Natural Resources and any successor agency.

“Non-MBC Funding Procedures” - The rules, requirements or regulations established for the handling and disbursement of any funds received from the Environmental Protection Agency, the Corps of Engineers, the Missouri Department of Natural Resources or any other grants or funds available from any source to finance the MBC System.

“Person” - A natural person, corporation or other entity; or two or more natural persons, corporations or other legal entities acting jointly as a firm, partnership, unincorporated association, joint venturers, or otherwise.

“Pretreatment Program”- The documents (rules, regulations, ordinances, contracts, or agreements), procedures and funding mechanisms developed and adopted by the District in response to the requirements of Title 40, Code of Federal Regulations, Part 403 - “General Pretreatment Regulations for Existing and New Sources.”

“Public Entity’s Sewer System”, “Public Entity’s Sanitary Sewer System”, “Public Entity’s Sewage Treatment Works” - Each means a system or other facilities owned by, or to be owned by, Public Entity and connected to the MBC System, which provides now or hereafter for the collection,

treatment or disposal of sewage or wastewater or any combination thereof as permitted by law.

“Rate(s)” – Such charges as are recommended to the Board of Trustees by the Advisory Board and adopted by the Board of Trustees of the District for the operation and maintenance of the District and the MBC Subdistrict and which shall always provide sufficient revenues for:

1. the operation and maintenance, including a reserve fund, of the MBC System as set forth in the then current annual budget including the treatment charges of the System;
2. the payment of interest and principal on any MBC Bonds of the District, issued to finance the MBC System owned by the District, when the same become due;
3. the payments into the various Funds provided for in the Bond Documents including MBC Bond documents; and
4. any deficiencies in said Funds. Except that such rate or rates shall not provide for revenues in any one year which, together with other revenues received and collected by the District and arising out of the use of the System by other Customers, Users, or others, exceeds the amounts required to be collected.

“Sanitary Sewer Overflow” - A condition in which the wastewater flow rate in a sewer system exceeds the capacity of the sewer to



the extent that untreated raw wastewater is discharged to waters of the State.

“Sewage” - The spent water of a community which may be a combination of the liquid and water-carried wastes from residences, commercial buildings, industrial plants and institutions together with any groundwater, surface water, and storm water that may be present.

“System” - The interrelated physical components constituting the whole and including without limitation the interceptor trunk and connecting sewers, manholes, access junctions, metering, sampling and related structures, pump stations, treatment plants and support facilities, solid waste disposal systems and land, easements and rights-of-way, all as may be acquired or constructed by the District or acquired from others, whether interim or permanent facilities, whether existing or to be constructed, and whether acquired or constructed as initially planned facilities, as extensions or replacements thereof or improvements thereto, all as necessary or appropriate to achieve the District’s purposes.

“Systems” - Subject to context, Systems shall include both the District System and the MBC System.

“Total Construction Contract Cost” - The total amount paid by the District for and referable to the completion of the MBC System.

“User” - Any government unit or legal entity who has or will have a service contract with the District.

“Wastewater” – Same as the definition for “Sewage” above.

B. Construction

This Contract, except where the context by clear implication herein otherwise requires, shall be construed as follows:

- (1) All interpretations and applications of this Service Contract shall be construed to apply only to the extent that the terms of this Service Contract impact the services provided by the District to Public Entity.
- (2) Definitions include both singular and plural; pronouns include both singular and plural and cover all genders;
- (3) Articles, sections, subsections, paragraphs, and subparagraphs mentioned by number, letter and otherwise, correspond to the respective articles, sections, subsections, paragraphs and subparagraphs of this Contract so numbered or otherwise so designated;
- (4) In the event a controversy arises with respect to any of the terms or conditions contained herein or in the Bond Documents or the MBC Bond Documents, the terms and conditions of said Bond Documents or MBC Bond Documents shall govern the rights of the parties hereto and, with respect to such terms and conditions of said Bond Documents or MBC Bond Documents, the District hereby covenants not to permit any amendment, modification or other revision of the Bond Documents or

MBC Bond Documents which would impair the rights of Public Entity without first obtaining the written consent of Public Entity.

SECTION 103. Duration of the Contract

This Contract and each and every provision hereof shall remain in full force and effect with respect to the Systems until the District shall have paid and retired or shall have made due an adequate provision for the payment and retirement of all of the Bonds issued by the District in respect of the Systems, and thereafter until such time as:

- (1) no Bonds or any other debt of the District exists; and
- (2) the District and Public Entity thereafter agree to terminate this Contract in writing.

SECTION 104. Successors

Subject to the terms and conditions of the Bond Documents, wherever the District or Public Entity, as the case may be, is referred to herein, such provision shall be deemed to include the successors of the District or Public Entity, as the case may be, whether so expressed or not. Subject to the terms and conditions of the Bond Documents and the MBC Bond Documents, all of the covenants, stipulations, obligations and agreements by or on behalf of and other provisions for the benefit of the District or Public Entity contained herein shall bind and shall inure to the benefit of such successors and shall bind and shall inure to the benefit of

any officer, board, district, commission, authority, agent, or instrumentality to whom or to which there shall be transferred by or in accordance with law any powers, duty or function of the District or Public Entity respectively, or of its successors, the possession of which is necessary or appropriate in order to comply with any such covenant, stipulation, obligation, agreement, or other provision hereof.

SECTION 105. Parties of Interest and Interest of Bondholders

Nothing in this Contract expressed or implied is intended or shall be construed to confer upon any person, firm or corporation, other than the parties hereto, the Trustees and the holders of the Bonds (including MBC Bonds) and the coupons thereunto appertaining, any rights, remedy or claim, legal or equitable, under or by reason of this Contract, this Contract being intended to be and being for the sole and exclusive benefit of the parties hereto, the Trustee and the holders from time to time of the Bonds and the coupons thereunto appertaining. For the purpose of providing payment of the principal of and interest on the Bonds, or for the enforcement of collection of revenue owed to the District, the District may pledge, assign and transfer the right to receive and collect Contract Sums provided for in the Contract, and from and after such pledge, assignment and transfer, such assignee shall have the District's rights and privileges hereunder to the extent and as conferred in such pledge, assignment and transfer.

SECTION 106. Bond Sale - Method

All Bonds sold or offered for sale to finance the System, including the MBC System, may be offered and sold either upon competitive bid or through negotiated sale.

**ARTICLE II**

**CONSTRUCTION OF THE MBC SYSTEM**

SECTION 201. Construction of the MBC System

The District shall have full discretion in determining the size, capacity, route and location of all trunk, interceptor and outlet sewers, pumping and metering stations, treatment plant and outlet works or other structures.

The District shall not be deemed to be in default under the aforesaid covenant or any other applicable provision hereof if the construction of the MBC System or any portion or extension thereof shall be delayed by the inability of the District or others to secure needed labor or materials, or by inclement weather which delays completion of the MBC System, or by strikes, labor disputes, lockouts or like trouble among mechanics or laborers which delay construction of the MBC System, or by acts of God, or by acts or neglect of Public Entity or its agents or employees, or by regulations or restrictions imposed by any governmental agency or

authority, or by fire or other similar catastrophe or other similar delay beyond the reasonable control of the District, its agents or contractors, or by the inability of the District to award construction contracts for construction of the MBC System or any extension thereof for total bids that are within the estimated cost, or in the event of the inability of the District to issue MBC Bonds to finance the MBC System.

The MBC System shall, upon completion, be free and clear of all liens and encumbrances of every kind and character which may arise in connection with the work of any character performed in connection with the MBC System, including mechanics', laborers' and materialmen's liens and other liens of a similar nature. However, nothing in this Section 201 shall require the District to pay or cause to be discharged or to make provision for the payment of any such lien or encumbrance so long as the validity thereof shall be contested in good faith by appropriate legal proceedings. Before undertaking construction of any substantial part of the MBC System, the plans and specifications for such construction shall be submitted by the District to MDNR in order to obtain such permits or other approvals as are required by law.

#### SECTION 202. Additional Construction

All acquisitions, additions, alterations, re-construction, improvements or extensions to the MBC System shall become a part of the System owned exclusively by the District.

SECTION 203. Financing of MBC System by District

The District agrees to finance Total Construction Contract Costs of the MBC System from the proceeds derived from the issuance of MBC Bonds, from funds available from any federal, state or local source, from any other grants available from any source and covenants that said sum will be sufficient to pay said Total Construction Contract Costs with any funds from sources other than MBC Bonds herein referred to as Non-MBC Funding.

SECTION 204. MBC System Construction Account Established Pursuant to Bond Documents

Except for repayment of monies advanced by Public Entity and except where required to make deposits into the Funds established pursuant to the MBC Bond Documents and Non-MBC Bonds Funding Procedures and for reserves and costs of issuance, all proceeds of any MBC Bonds or Non-MBC Bonds Funding Procedures shall be immediately deposited by the District, upon receipt, into the Construction Funds established pursuant to the MBC Bond Documents or Non-MBC Bonds Funding Procedures for payment of the cost of the MBC System.

The District shall keep, or cause to be kept, separate records as it may deem appropriate for the MBC System.

All monies held in the various Funds established in the Bond Documents shall, as nearly as may be practicable, be invested and reinvested.

SECTION 205. Inclusion of Claims

The District may pay as a part of Total Construction Contract Cost any claim against it arising from construction of the MBC System or any extension as a result of a settlement acceptable to the District, or after the rendering of an award of such claim by a court of competent jurisdiction. The District has the authority to include interest, court costs and legal fees, if any, in the payment of any such claim.

SECTION 206. Transfer of Funds

Promptly after the completion of the construction of the MBC Systems and the payment of all MBC System costs required to be paid, the District shall transfer or cause to be transferred, or encumber from the Construction Funds relating to the MBC System, the amount of money, if any, remaining in such Construction Funds in accordance with and for application pursuant to the MBC Bond Documents or Non-MBC Bonds Funding Procedures.



SECTION 207. Administrator and Consulting Engineer

A. Administrator

The Administrator shall have all powers authorized by the provisions of Chapter 204, Revised Statutes of Missouri, as now provided or as hereafter amended as well as such other powers authorized by the Board of Trustees of the District to the extent that such authorization is not inconsistent with Chapter 204.

B. Consulting Engineer

From the commencement of the design of the MBC System until completion of the construction of the MBC System, the District shall employ a Consulting Engineer whose duties shall be, among such other duties as may be imposed by the District, to be responsible for the design and to supervise the construction of the MBC System and provide certain operational assistance as may be required, and to execute, from time to time, certificates appertaining thereto.

C. Filing Copies

Copies of the reports, estimates, or certificates of the Consulting Engineer, Administrator, and other employees, consultants or agents, as the case may be, and copies of the recommendations and estimates made, as hereinabove provided, shall be filed and remain upon file with the District for inspection by Public Entity and other interested parties.

SECTION 208. Assignment of Grants

Except for any grants made to Public Entity for and on its own behalf regarding other sewer work in process or to be done in the future and not a part of the MBC System or any extension or improvement thereof, Public Entity hereby assigns to the District all right, title and interest in and to any grant made or to be made by the United States of America or any agency or instrumentality thereof or by the State or any agency or instrumentality thereof in respect to the MBC System, and the District is hereby authorized by Public Entity and the District hereby agrees with respect to any such grants made or to be made, to make such applications or other request for such grants, to enter into and perform any and all agreements required to comply with any applicable laws in respect thereof, and to take such other and further action as is required or permitted.

SECTION 209. Use of Grant Funds by the District

Any grant made or to be made to the District by the United States of America or any agency or instrumentality thereof or by the State or any agency or instrumentality thereof in respect to the Systems shall be used by the District in accordance with law as the Board of Trustees, in its discretion, may determine.

SECTION 210. Information to and Recommendations from the MBC Advisory Board

The Board of Trustees of the District shall keep the MBC Advisory Board reasonably informed as to all phases of the planning and operations of the MBC Subdistrict, and the MBC Advisory Board shall have the right to make recommendations to the District Advisory Board as it deems advisable with regard to the construction and operation of the MBC System.

**ARTICLE III**

**OPERATION AND MAINTENANCE OF THE SYSTEMS**

SECTION 301. Operation of the System

The District and Public Entity shall take such action from time to time as is required to permit the System and the MBC System, a part thereof, to receive, treat and dispose of wastewater delivered into the MBC System by Public Entity, and thereafter the District will operate and maintain the System and the MBC System so as to receive, treat and dispose of wastewater in accordance with the terms and provisions hereof.

The District shall at all times, after the System and the MBC System or any part thereof are placed in operation, operate the same properly and in a sound and economical manner and shall maintain, preserve, and keep the same, or cause the same to be so maintained, preserved, and kept in good repair, order, and condition, and shall from time to time make or

cause to be made all necessary and proper repairs, replacements and renewals so that at all times the System and the MBC System may be properly operated in a sound and economical manner.

SECTION 302. Rules, Regulations and Other Details

The operation, use and services of the Systems shall be governed by "Regulations For Use", adopted by the Board on June 1, 1971, amended on January 14, 1982, and July 2, 1992, and June 1, 1994, and as may be further amended from time to time (hereinafter "Regulations for Use"). Said Regulations For Use are attached hereto as an Appendix to this Contract and made a part hereof by reference as much as if set forth, in full, and verbatim in this Contract at this point. The Pretreatment Program of the Regulations for Use applies specifically to Industrial User discharges to the Systems or Public Entity's Sewer System (See also Section 509 hereof). The District shall observe and perform all of the terms and conditions contained in the Act and the Bond Documents and the MBC Bond Documents or Non-MBC Bonds Funding Procedures and shall comply with all valid acts, rules, regulations, orders and directives of any legislative, administrative or judicial body applicable to the System and the MBC System or the District.

SECTION 303. Regulation for Use: Public Entity Discharge of Wastewater

Connections to the MBC System shall be limited to Public Entity's Sanitary Sewer System. Public Entity's ordinance for "Regulation of Use"

of its sanitary sewers shall be filed with and accepted by the District prior to making any connections to the MBC System. Any amendment or changes proposed to standards accepted by the District shall be submitted for approval prior to adoption by Public Entity.

All measurements for flow rate and sampling for wastewater testing shall be conducted by the District with facilities provided therefor at connection points to the Interceptor or at other locations in Public Entity's Sanitary Sewer System in accordance with applicable provisions of the District's Regulations For Use.

If tests conducted by the District indicate wastewater discharged to the System and the MBC System exceeds the flow or quality criteria set forth in the District's Regulations For Use, the District may:

- a. Require pretreatment to an acceptable condition before discharge, in keeping with good engineering practices and the recommendations of the regulatory agencies;
- b. Require a surcharge payment to cover the added cost of treatment for characteristics outside the established limits, in keeping with good engineering practices and the recommendations of regulatory agencies;
- c. If the District's Pretreatment Program is applicable to Public Entity and if included as part of the District's Pretreatment Program approved by MDNR, require a penalty payment within guidelines established by the Environmental Protection Agency

and MDNR for each occurrence where excessive peak flows, toxic substances, or other materials discharged into the Systems upset the treatment process to the extent that effluent standards are exceeded and such upsets occur on days that tests on wastewater from Public Entity indicate the presence of such flows or substances. The District and Public Entity recognize and agree that the District, as of the effective date of this Service Contract, has no authority to impose its own fines or penalties against Public Entity, except as provided in the District's Pretreatment Program.

Should the District have validly imposed upon it a monetary penalty or fine by any court, agency or instrumentality of the State of Missouri or the United States of America having competent jurisdiction, and should such penalty be imposed because of some action or failure to take action on the part of Public Entity with regard to its sewer system or the users thereof and whether or not the District has the right to enforce such compliance directly or indirectly, the District, in appropriate circumstances and in its sole business judgment, shall have the right to require Public Entity to immediately reimburse the District for any monies so paid or so required to be paid because of said penalty or fine.

SECTION 304. Regulations for Use: Industrial User Discharge of Wastewater

*This section shall not apply within the jurisdictional boundaries of a Public Entity if the State of Missouri has designated that Public Entity as a pretreatment control authority.*

The parties recognize and acknowledge the District's right to the establishment, operation, administration, and enforcement of a publicly owned treatment works pretreatment program consistent with state and federal pretreatment standards, including inspection, monitoring, sampling, permitting and reporting programs and activities. The rules and regulations adopted by the Board of Trustees for a pretreatment program shall be applicable, and enforceable by civil, administrative or other actions within any territory served by the Systems or treatment facilities and against any municipality, subdistrict, district or industrial user who shall directly or indirectly discharge sewage or permit discharge of sewage into the Systems or treatment facilities as defined in the Regulations for Use.

The parties specifically authorize, recognize, and acknowledge the District's right to implement and enforce the Regulations for Use including its Pretreatment Program, as amended, promulgated pursuant to the Act and the applicable provisions of Title 40, Code of Federal Regulations, Part 403 as published in the Federal Register, (hereinafter "40 CFR Part 403") and further Public Entity authorizes the District to perform technical and

administrative duties necessary to implement and enforce the Regulations for Use and Pretreatment Program.

The parties acknowledge the District's right to implement and enforce all present and future laws and regulations as authorized or mandated by the Federal Clean Water Act and/or the Missouri Clean Water Act.

Because Industrial Users in Public Entity's jurisdictional boundaries will or may contribute wastewater to the Systems which includes industrial waste, the parties agree to the following terms and conditions:

- (1) If Public Entity has not already done so, Public Entity agrees as soon as reasonably possible (but in no event later than 120 days after the effective date hereof) to adopt a sewer ordinance or other governing rules (hereinafter "Ordinances") which acknowledges and grants to the District the responsibility to require and monitor compliance and respond to and remedy violations or other instances of noncompliance of the District's Regulations for Use and Pretreatment Program.
- (2) Whenever the District amends its Regulations for Use or Pretreatment Program, it will immediately notify Public Entity. For purposes of this Section 304, immediate notification means the District will use its reasonable best efforts to forward a copy of any amendments within five (5) business days of enactment thereof. As soon as is reasonably possible (but in no event later than 120 days after receipt of the District's notice), Public Entity agrees that it will enact, as appropriate, any necessary amendments to its Ordinances to make them at least



as stringent as the Regulations for Use and Pretreatment Program, as amended.

- (3) The District and Public Entity agree to periodically review the Regulations for Use, the Pretreatment Program, and Public Entity's Ordinances, and use their reasonable best efforts to jointly draft and adopt equivalent amendments when deemed necessary for the effective administration and operation of the District's Regulations for Use. Either party, or MDNR, or the United States Environmental Protection Agency may request a joint review whenever deemed necessary.
- (4) If Public Entity has not already done so, Public Entity agrees as soon as reasonably possible (but in no event later than 120 days after the date hereof) to adopt "Local Limits" which address at least the same pollutant parameters and which are at least as stringent as the Local Limits enacted by the District and as set forth in the Regulations for Use and Pretreatment Program. If any revisions or additions are made to the District's Local Limits, the District will immediately notify Public Entity. For purposes of this Section 304, immediate notification means the District will use its reasonable best efforts to forward a copy of any revisions or additions to the Local Limits within five (5) business days of enactment. As soon as reasonably possible (but in no event later than 120

days after receipt of the District's notice), Public Entity agrees to adopt any revisions or additions made to the District's Local Limits.

- (5) The District, on behalf of Public Entity, agrees to perform technical and administrative duties necessary to implement and enforce the Regulations for Use and the Pretreatment Program, including, but not limited to, the following: (i) determining the acceptability of industrial waste to the Systems from Industrial Users within Public Entity's jurisdiction; (ii) providing technical services such as sampling and analysis of effluent from Industrial Users; (iii) permitting Industrial Users contributing to the Systems; (iv) conducting inspection and compliance monitoring of effluent from Industrial Users; and (v) performing enforcement for acts of noncompliance of the District's Regulations for Use and the Pretreatment Program. In addition, the District is authorized, in accordance with the authority granted to it by Missouri law, to take emergency action to stop or prevent any discharge for any Industrial User which presents or may present an imminent danger to the health or welfare of humans, which reasonably appears to threaten the environment, or which threatens to materially interfere with the operation of the Systems.

- (6) The District shall assess Public Entity all costs and expenses reasonably incurred in implementing and enforcing the Regulations for Use and Pretreatment Program on behalf of Public Entity, in accordance with the provisions hereof.
- (7) Notwithstanding that certain Industrial Users within Public Entity's jurisdictional boundaries with operational pretreatment programs approved by MDNR may be exempt from the Pretreatment Program, Public Entity's discharges shall be controlled to the degree required by the Pretreatment Program, as approved by MDNR.
- (8) Upon Public Entity's failure to control Industrial User discharges as provided above, then any additional cost or charge to the District resulting from said failure shall be borne entirely by Public Entity.
- (9) Before Industrial Users located outside Public Entity's jurisdictional boundaries are allowed to discharge into Public Entity's Sewer System, Public Entity agrees to negotiate and secure an agreement with such user. Such an agreement shall be substantially equivalent to this Section 304, and a draft thereof shall be forwarded to the District for its reasonable approval prior to execution.
- (10) Any disputes arising out of this Contract shall be resolved in accordance with the applicable provisions hereof, which shall

in no way limit the District's power to enforce requirements directly against Industrial Users using Public Entity's Sewer System, nor shall it preclude the District from seeking other remedies against Public Entity.

- (11) District and its authorized representatives are hereby granted the authority to enter the jurisdictional boundaries of Public Entity to administer and enforce the Regulations for Use and Pretreatment Program as authorized in this Section 304. District shall indemnify and save harmless Public Entity against all liabilities, judgments, costs, damages, expenses and attorneys' fees for loss, damage, or injury to person or property resulting from the administration and enforcement of the Regulations for Use and Pretreatment Program as authorized in this Section 304 caused by the negligent or intentional acts or omission of the District or its officers, employees or any other agents.
- (12) If i) the District reasonably believes that a violation of Public Entity's Ordinances exists and ii) the alleged violation also violates the District's Regulations for Use and Pretreatment Program, the District shall have the authority to demand that Public Entity commence enforcement of its Ordinances against

an Industrial User or any other user of Public Entity's System, by sending written notice to Public Entity stating the reasons for its belief that a violation exists and requesting that such enforcement by Public Entity be commenced. Upon receipt of any such notice stating a reasonable belief that a violation exists, Public Entity shall commence and diligently pursue enforcement of its Ordinances. The District, if requested, shall assist Public Entity with any inspection, monitoring, and sampling necessary to the enforcement action.

If the District gives such written notice, and Public Entity fails to commence and diligently pursue enforcement of its Ordinances, then any additional cost or charge to the District, including fines and penalties, resulting from said failure shall be borne entirely by Public Entity, provided that the failure of Public Entity to obtain a conviction shall not be deemed a failure to commence and diligently pursue enforcement.

Any failure of the District to give any notices required under this Section within the time stated shall not excuse Public Entity from complying with the terms of the notice once it is given.

#### SECTION 305. Inflow and Infiltration.

The parties recognize and acknowledge the District's right to implement and enforce federal and state regulations delegated to and

implemented by the District, as may become enacted to govern infiltration/inflow and reasonably prevent sanitary sewer overflows of the System or the MBC System. Public Entity has previously agreed to develop a report to reduce the inflow and infiltration entering Public Entity's System and took steps to reduce the problem before October 7, 1995.

The District and Public Entity will each operate and maintain its own respective wastewater collection systems according to standard engineering and management practices, and in doing so, each will effectively police, monitor and control, to the most reasonable extent possible, its respective sanitary wastewater collection systems so as to preclude other than minor quantities of storm, surface or groundwater that is not intentionally admitted.

Public Entity further agrees to maintain in effect Ordinances prohibiting the connection of roof drains, porch drains, driveway drains, parking lot drains, footing drains and surface or ground water sump pumps to the sanitary wastewater collection system. Public Entity agrees to notify District of any amendment to such Ordinances. Public Entity will further perform reasonable monitoring and inspection to avoid significant infiltration and inflow to Public Entity's Sewer System. The Administrator shall meet annually with a representative of Public Entity to establish mutually agreeable goals to reduce the infiltration and inflow to the District's wastewater collection system. Public Entity shall advise District in writing of the name and address of its representative.

SECTION 306. Public Entity's Sewer System and Connection to the District

Public Entity, at its own expense and cost, will construct, install, and operate any and all improvements to its sewer system necessary to cause all sewage, originating in Public Entity's Sewer System and also within the jurisdictional limits of the MBC Subdistrict, except sewage flowing to sewage treatment and collection facilities currently in operation as of the effective date of this Service Contract, to deliver and discharge into the System and the MBC System. Public Entity will keep its sewer system connected with the MBC System.

Only sewage from such sewage collecting systems which are a part of Public Entity's Sewer System within the MBC Subdistrict shall be discharged into the Systems.

Public Entity may deliver and discharge into the Systems sewage originating outside the District's jurisdictional limits by special agreement and consistent with contract limitations agreed to in writing by the District, including those areas set forth on Schedule E, if any.

Consistent with this Service Contract, Public Entity shall retain full power and authority over its existing sewer system and full power and authority to provide additional sewer service inside its jurisdictional limits. Nothing herein shall be deemed to limit Public Entity's power with regard to areas inside its jurisdictional limits but outside the jurisdictional limits of the MBC Subdistrict. Nothing herein shall be deemed to limit Public

Entity's authority to charge persons outside its jurisdictional limits for the use of Public Entity's Sewer System.

Section 307. Connection to the District and Division of Costs

Public Entity shall cause those portions of Public Entity's Sewer System transporting sewage originating in Public Entity's Sewer System and also within the MBC Subdistrict, except sewage flowing to sewage treatment and collection facilities currently in operation as of the effective date of this Service Contract, to be connected with the MBC System at the appropriate connecting points designated in Schedule A, Schedule B, Schedule C, and Schedule D, attached hereto and made a part hereof by reference as much as if set forth in full and verbatim in this Service Contract at this point (hereinafter sometimes referred to as the "List of Connecting Points"), upon notice from the District of the availability of connection points. Every such connection shall constitute and shall be operated by the District as part of the System and the MBC System and shall include all such metering and other facilities as may be necessary to cause all sewage delivered at said point or points of connection to be measured and discharged into the Systems. Connections of Public Entity's Sewer System to the Systems shall be limited to the locations designated in the List of Connecting Points or any other point or points requested by Public Entity and approved by the District. The "List of Connecting Points" may be modified by written consent of the Contracting Party and the District.



The District will provide at the District's expense a connection point that will permit the flow of wastewater by gravity to the District via a junction structure or other facility for effecting the connection and will make provision for metering and sampling as a means of determining the quantity and characteristics of wastewater contributed at each location in Schedule A. The District will provide at the District's expense, a connection point that will permit the flow of wastewater by gravity to the District via a junction structure or other facility for effecting the connection at each location listed in Schedule B with metering and sampling to be provided at other District facilities. The District will provide at the District's expense a junction structure or other facility for effecting connection at each location listed in Schedule C. Metering and sampling facilities may or may not be provided at Schedule C connection points depending upon the feasibility of the measuring for payment by other methods. In the event a meter structure is required, Public Entity will bear the cost of design and construction. Additional connections, if requested by Public Entity, may be approved and furnished by the District provided Public Entity bears the cost of design and construction of the junction structure or structures or other facility if required to connect, meter, and sample flows contributed at that point. Such additional connections will be listed in Schedule D upon their approval by the District.

SECTION 308. Restrictions on Competing Systems or the Construction of Other Sewage Treatment Works

So long as this Contract is in effect, and except for sewage treatment and collection systems currently in operation as of the effective date of this Service Contract, to the extent such restriction is not prohibited by applicable law, Public Entity shall not construct, grant, franchise or license a competing sewage treatment works for sewage originating within the MBC Subdistrict's boundaries, other than by the District; provided, however, that the District shall consent to such grant or construction in the event that each of the following conditions exist:

- a. It is reasonably projected that Public Entity's sewage flow will exceed the District's capacity to receive and treat it within the time period needed to plan, design, finance and construct a treatment facility by Public Entity;
- b. The construction of such sewage treatment works by Public Entity or by any other person shall not impair the security for the payment of any Bonds of the District, including all Bonds of the District hereafter issued by or on behalf of the District; and
- c. The construction of such sewage treatment works by Public Entity or by any other person shall be approved by MDNR.

SECTION 309. Insurance and Reconstruction

The District shall at all times maintain with responsible insurers all such insurance reasonably required and obtainable within limits and at costs deemed reasonable by the District as is customarily maintained with respect to sewage treatment works of like character against loss of or damage to the MBC System, against use and occupancy, and against public and other liability to the extent at least reasonably necessary to protect the interest of the District and each holder of any Bond or MBC Bond of the District, and also all such insurance as is required to indemnify and to save harmless Public Entity against all liabilities, judgments, costs, damages, expenses, and attorneys' fees for loss, damage, or injury to person or property resulting from the operation or a failure of operation of the MBC System caused by the negligence, including malfeasance or nonfeasance, or willful act of the District or its officers, employees, or any other agents. Any liability incurred by Public Entity as a result of the operation of its sewer system shall be its sole liability. If any part of the MBC System required for the performance of the obligations of the District pursuant hereto shall be damaged or destroyed, the District shall, as expeditiously as reasonably possible, commence and diligently prosecute the repair or replacement of the damaged property so as to restore the same to substantially the same condition as existed prior to the event causing such damage or destruction, with such changes, alterations and modifications (including the substitution and addition of additional property) as may be

desired by the District and as will not impair the character of the MBC System as a sewage treatment works. The proceeds of any insurance appertaining thereto shall be payable to the District and (except for proceeds of use insurance) shall be applied to the necessary costs involved in such repair and replacement, and to the extent not so applied, if any Bonds or MBC Bonds issued by the District are outstanding, shall be applied to any deficiency in the Emergency Repair Fund established pursuant to the MBC Bond Documents, and to the extent not so applied, shall be paid into the Revenue Fund. In the event the cost of such repair and replacement of the damaged property exceeds the proceeds of such insurance available for the payment of the same, if MBC Bonds issued in respect to the MBC System are outstanding, monies in the Emergency Repair Fund created and established in the MBC Bond Documents in respect of the MBC System shall be used to the extent necessary for such purposes.

SECTION 310. Covenant Against Waste

The District and Public Entity covenant not to do or suffer or permit any waste or damage, disfigurement or injury to the System or the MBC System.

SECTION 311. Covenant Against Assignment, etc.

No part of the MBC System shall be sold, leased or otherwise encumbered by the District, except as provided by law and any Bond Documents or Non-MBC Bonds Funding Procedures. However this restriction as stated herein does not prohibit a lease solely for the purpose of financing.

SECTION 312. Right of Inspection

The District covenants and agrees to permit Public Entity and the authorized agents and representatives of Public Entity to enter the MBC System during usual business hours for the purpose of inspecting the same. As permitted by law, upon reasonable notice to Public Entity, and the right of Public Entity to accompany, the District shall have the right but not the obligation to inspect Public Entity's Sewer System.

SECTION 313. Records, Accounts and Audits

The District shall keep proper books of record and accounts (separate from all other records and accounts) in which complete and correct entries shall be made of its transactions relating to the System and the MBC System or any part thereof and of the Contract Sum and all other revenues or monies received by or due to the District. All books and papers of the District shall at all reasonable times be available for inspection by such persons as may be designated by Public Entity, and copies thereof provided

as reasonably requested by Public Entity or their designee, the cost of such copies to be paid for by Public Entity.

SECTION 314. No Vested Rights of Public Entity in Systems

Public Entity shall not acquire any vested rights in the System or the MBC System by reason of this Service Contract. All or any portion of the Contract Sums to be paid by Public Entity shall be deemed to be current operating expenses of Public Entity's Sewer System.

SECTION 315. Abatement Order; Compliance

The district shall at all times use its reasonable best efforts to operate the System, including the MBC System a part thereof properly, and in a sound and economical manner under the Stipulation and Order for Replacement of Abatement Order No. 00795 dated July 22, 1992, issued by MDNR and Order and Dismissal of Appeal dated July 30, 1992, issued by the Missouri Clean Water Commission or any further proceedings pertaining thereto ("Abatement Order") and shall maintain, preserve, and keep the same, or cause the same to be so maintained, preserved and kept in good repair, order and condition and shall from time to time use its reasonable best efforts to make or cause to be made all necessary and proper repairs, replacements and renewals so that at all times the operation of the System, including the MBC System a part thereof, may be properly conducted in a sound and economical manner and as required by the

Abatement Order. Provided, however, that the District shall not be required to expend any funds in the performance of its duties hereunder with respect to the Abatement Order except as such funds are made available from the operation of the MBC System or by the MBC Subdistrict customers.

#### **ARTICLE IV**

#### **DISTRICT'S OPERATION AND MAINTENANCE BUDGET**

##### **SECTION 401. Annual Operation and Maintenance Budget**

The District's MBC budget year shall be from October 1 to September 30 of the following calendar year. The District shall, not later than July 1 of each year, prepare and furnish copies to Public Entity of a preliminary annual budget of operating and maintenance expenses of the MBC System for the ensuing twelve-month period commencing October 1. The District shall prepare such preliminary annual budget and every annual budget of such operating expenses, to the extent reasonably possible, so that operating and maintenance expenses may be determined from such budget. Every proposed annual budget shall set forth a statement of the sources of funds available to defray such expenditures included therein, including without limitation that portion of the Contract Sum to be paid by Public Entity with respect to the costs of operation and maintenance of the MBC System as set forth in the budget.

Not less than sixty (60) days before the beginning of the year for which such preliminary annual MBC budget is prepared, the District shall hold a public hearing at which any authorized representative of Public Entity may appear and present any objection Public Entity may have to the preliminary annual budget for such year. Notice of the time and place of such hearing shall be sent to Public Entity at least ten (10) days before the date fixed for the hearing.

Prior to the first day of October following such public hearing, the District shall adopt an annual MBC budget, which has been recommended by the MBC Advisory Board, for such year, and the total expenditures thereof shall not exceed the total income for such year. Within ten (10) days after its adoption, excluding Saturdays, Sundays and Holidays, a copy of the annual MBC budget shall be sent to the Mayor or the Chief Executive officer of Public Entity and/or their designate.

If for any reason the District shall not have adopted the annual MBC budget on or before the first day of October of any year, the proposed annual budget for the twelve months following October 1 shall be deemed to be in effect for such twelve-month period until the annual budget for such twelve-month period is adopted; provided, however, that if the proposed annual budget for such twelve-month period has not been prepared, the annual budget for the preceding twelve-month period shall be deemed to be in effect for the ensuing twelve-month period until the proposed annual budget for such twelve-month period has been prepared.



The District may at any time adopt an amended annual MBC Budget for the then current twelve-month period, but no such amended annual budget shall supersede any prior budget until presented to the MBC Advisory Board at a regularly scheduled meeting.

The District will make provision in the annual MBC budget for items of expenditure which are normally provided for by municipalities and other public bodies engaged in the operation of a similar project to the System, including, but not limited to, all administrative, legal and fiscal expenses.

#### SECTION 402. Limitations on Operation and Maintenance Expenses

The District shall not incur operation and maintenance expenses with respect to the MBC System in any budget year in excess of the reasonable and necessary amount thereof. The District shall not expend any amount and shall not incur any indebtedness for operation and maintenance expenses in excess of the aggregate amount provided therefor in the annual MBC Budget or proposed annual budget (if any) then in effect, subject to the provisions of Section 401 hereof. In preparing the annual MBC Budget, in addition to charges for operation and maintenance of the System attributable to the MBC Subdistrict, the District shall include a proportionate share of the District's costs of administration attributable to the MBC Subdistrict.

SECTION 403. Budget - Disagreement - Remedy

In the event that the operating MBC budget or the MBC budget of the whole for the ensuing year exceeds the prior year's MBC budget by more than ten percent (10%), Public Entity shall have the right to, thirty (30) days prior to October 1 of the ensuing year, present to the Board of Trustees a written statement of reasons as to why the proposed MBC budget is, in Public Entity's opinion, unreasonable and unnecessary (hereinafter an "Original Statement of Reasons").

In the event Public Entity properly submits an Original Statement of Reasons to the District, the District shall, upon receipt of an Original Statement of Reasons, forward a copy of the same to all Users. Each User may, within ten (10) days of receipt of such Original Statement of Reasons from the District, submit in writing to the District its own statement of reasons as to why the proposed MBC budget is, in that User's opinion, unreasonable and unnecessary (hereinafter a "Supplemental Statement of Reasons"). The Original Statement of Reasons and any Supplemental Statement of Reasons for any one particular MBC budget, shall be considered a single statement of reasons for purposes of resolution by arbitration, (hereinafter a "Combined Statement of Reasons") pursuant to this Section 403. If User elects not to, or fails to properly, submit either an Original Statement of Reasons or a Supplemental Statement of Reasons for a particular proposed MBC budget, that User shall be bound by any final decision of an Arbitrator, pursuant to this Section 403.

The Original Statement of Reasons shall be promptly referred by the Board of Trustees to an Arbitrator mutually agreed upon by the District and User that filed the Original Statement of Reasons. The referral to an Arbitrator shall be made within ten (10) days after the District has sent a copy of the Original Statement of Reasons to all Users of the District. If the District and the User that submitted the Original Statement of Reasons are unable to mutually agree to an arbitrator within such ten (10) day period, then the District shall apply to the Presiding Judge of the Circuit Court of Jackson County, Missouri for the immediate appointment of the Arbitrator.

The Combined Statement of Reasons shall also be submitted to the Arbitrator. The Arbitrator shall appoint a time and place for the hearing. The District shall cause notification to all Users to be served personally or by registered mail not less than five (5) days before the hearing. Appearances at the hearing waives such notice. The Arbitrator may adjourn the hearing from time to time as necessary and on request of a party and for good cause or upon their own motion may postpone the hearing to a time not later than the date fixed by this Contract for making the decision. The Arbitrator may herein determine the controversy upon the evidence produced notwithstanding the failure of the District or a User duly notified to appear. The Circuit Court of Jackson County, Missouri, upon application, may direct the Arbitrator to proceed promptly with the hearing and determination of the controversy. The District and any User submitting an Original Statement of Reasons or Supplemental Statement of Reasons

are entitled to be heard, to present evidence material to the controversy and to cross-examine witnesses appearing at the hearing. The hearing shall be conducted by the Arbitrator who will determine all questions and render a final decision. The Arbitrator shall render the decision within ten (10) days after the hearing. In every event, the decision will be rendered by October 1 of that year, or the proposed MBC Budget shall automatically become the annual MBC Budget upon approval of the Board of Trustees. The expense and salary incident to the services of the Arbitrator shall be shared equally by the District and all Users; and the District's costs are to be considered an operation expense. The District agrees to include the binding arbitration provisions of this Section 403 in any and all service contracts between the District and a User.

## **ARTICLE V**

### **PAYMENT BY PUBLIC ENTITY**

#### **SECTION 501. Agreement to Pay**

Public Entity agrees to pay the District for the treatment and disposal of its wastewater, as provided in Section 301 hereof, the Contract Sum provided for in Section 504 hereof. Public Entity shall not, under any circumstances, be required to make the payments hereinafter provided for until Public Entity connects to the MBC System.

SECTION 502. Public Entity's Source of Funds

The Contract Sum shall be paid by Public Entity from an activity account as provided below. If the monies paid to the District from the account are not sufficient to fully pay the Contract Sum or any portion thereof when due, the amount remaining unpaid, plus any delinquent charge, shall be paid by Public Entity from its other income, revenues and property, as may be necessary to fully pay the Contract Sum.

SECTION 503. Little Blue Valley Middle Big Creek Sewer Subdistrict Account

Public Entity has provided, or agrees hereby to provide, by an appropriate ordinance or other governing rules for the imposition, collection and segregation of a charge for the use of Public Entity's Sewer System or any part thereof, said charge to be sufficient to provide, and from time to time be revised to always be sufficient to provide within Public Entity's activity account, containing sufficient funds to pay the Contract Sum; Public Entity further agrees to annually budget and appropriate such monies to such account. Public Entity may maintain other funds with the funds in the Little Blue Valley Middle Big Creek Sewer Subdistrict Account used to pay the Contract Sum. To the extent prohibited by applicable law, no payment of the Contract Sum by Public Entity shall be from the "net revenues" of Public Entity's Sewer System (as the term "net revenues" is defined in subsection 2 of Section 250.130 of the Revised Statutes of

Missouri, 1994, as amended to 2001, with respect to revenue bonds, if any, now or hereafter issued by Public Entity pursuant to Sections 250.010 to 250.250 both inclusive or any amendment or reenactment thereof).

SECTION 504. The Contract Sum

(a) The Contract Sum shall be the proportionate charge from time to time imposed by the District on Public Entity, which charge shall bear the same proportionate relationship to the total of all charges imposed by the District on all MBC Subdistrict consumers as the volume of wastewater (together with any ground water, surface water, and storm water that may be present) discharged by the Public Entity into the District's MBC System, determined at the point of discharge into the District's MBC System and measured by the District's meters at the point of discharge, bears to the total volume of all wastewater (together with any ground water, surface water, and storm water that may be present) so measured and discharged into the District's MBC system by all consumers of the MBC Subdistrict, or if meter structures are not available or being used to measure such discharge, other equitable means such as those based on the number of Connections for a consumer may be used as reasonably determined by the District.

The total of all such charges imposed by the District on all MBC Subdistrict consumers shall insure sufficient revenues for:

1. the operation and maintenance of the MBC System as set forth in the District's then current annual MBC Budget, including the treatment charges of the System;

2. the payment of interest and principal of any MBC Bonds of the District, issued to finance the MBC System owned by the District, when the same become due;

3. the payment into various funds by the District as provided for in any Bond Covenants including MBC Bond covenants; and

4. any deficiencies in said funds.

Except such charges shall not provide for revenue in any one year which exceed the amounts required to be collected or as budgeted by the Board of Trustees.

(b) The annual bill for the MBC Subdistrict shall be comprised of Volume Related Costs, Administrative Costs, Meter Costs and Pretreatment Costs, as follows:

1. Volume Related Costs – Volume Related Costs are those costs directly attributable to the flow. These costs include Debt Service costs, certain Operation and Maintenance costs and other costs as may be approved by the Board of Trustees from time to time. MBC Subdistrict's portion of the Volume Related Costs will be allocated based on MBC Subdistrict's contributed percentage of the District's flow.

For the purpose of budget development and billing, MBC Subdistrict's contributed annual flow will be projected based on the linear regression from the preceding 20 quarters of MBC Subdistrict's actual measured flow.

If, for any reason, 20 quarters of flow information is not available from MBC Subdistrict, a linear regression, using available data, will be used to determine MBC Subdistrict's contributed flow. The Board of Trustees shall review such projected flow calculation for reasonableness and determine any readjustments.

All Users' projected flow will be added together to determine the total projected flow of the District. This total projected flow for the District will then be divided into each User's projected flow to determine the percentage of Volume Related Costs to be billed to that User for the next fiscal year.

A preliminary allocation of Volume Related Costs shall be provided to MBC Subdistrict at the time of approval of the Annual MBC Budget. The final allocation will be based on a linear regression using the previous 20 quarters of flow ending September 30 of the prior fiscal year. No changes will be made to this allocation until the next fiscal year, unless approved by the Board of Trustees.



2. Administrative Costs – Administrative Costs are those costs that do not increase or decrease in relation to the volume of flow. These costs include administrative costs related to the conveyance system, User related costs, and other costs as determined and approved by the Board of Trustees from time to time. These costs shall be divided among the Users of the District as shall be approved by the Board of Trustees. For the purpose of billing and budget development, the District will determine these costs each year for the following year’s budget.
3. Meter Costs – Meter Costs are those costs associated with repair and maintenance of the District’s meters and meter structures as approved by the Board of Trustees. These costs will be determined as part of the budget development process for the next fiscal year, and are to be allocated by dividing the number of each User’s meters by the total number of meters in the System.
4. Pretreatment Costs – Pretreatment Costs are those costs associated with the District’s pretreatment program as approved by the Board of Trustees. These costs are allocated to those Users who do not have a pretreatment program approved by the State of Missouri, as follows: a percent of the costs based on the percentages established above and a percent of

the of the costs based on flow from Significant Industrial Users (SIU).

SECTION 505. Meter Reading and Calibration

This Section 505 is subject to change due to technological improvements in wastewater measurements. In the event wastewater discharge is being measured by meter structures and, a(A)s needed, the District will change the flow charts at each meter structure, perform maintenance of flow measuring equipment, calculate flow quantities based on the flow readings, and perform a calibration of the meters. The District shall furnish Public Entity with a written schedule of the date and location of each weekly visit if requested. Representatives of Public Entity may accompany the District's staff and observe the calculation of the weekly flow and the meter calibration. Public Entity shall, no later than ninety (90) days after the visit, advise the District in writing of any differences between Public Entity's readings and those of the District.

As needed, the District's staff or a representative of the maintenance service contractor will calibrate and verify calibration of the meter at each meter structure. Public Entity shall be given twenty-four (24) hours notice of the time and place of said meter calibrations. Representatives of Public Entity may accompany the District's staff and Contractor and observe the calibration of the meter. Public Entity shall, no later than ninety (90) days after the visit, advise the District of any differences regarding the meter

calibrations, and the parties shall attempt to resolve any such differences with the District.

Public Entity shall have the right, at its own expense, to retain consultants to observe any of the above referred to operations.

Neither the failure of Public Entity to observe the District's calculation of weekly flow or meter calibration, nor the failure of Public Entity to advise the District and record in writing any differences between Public Entity's readings or calibrations and those of the District shall effect the authority or ability of Public Entity to dispute a billing in accordance with Section 510.

#### SECTION 506. Payment of Contract Sum

The Contract Sum shall be billed quarterly, following the budget quarter most recently completed as determined in Section 504. In all events, the quarterly billing shall be due and payable upon receipt by Public Entity.

#### SECTION 507. Delinquent Payment of Public Entity

Any Contract Sum not paid within sixty (60) days from the date of billing will be considered delinquent and an additional charge of one and one-half percent (1.5%) per month for each month or portion thereof that the bill remains delinquent will be added thereto. The District may

commence legal proceedings or available administrative proceedings against any User which is delinquent in the payment of the Contract Sum, and the District shall at all times diligently prosecute said proceedings to their conclusion. Should any other User become delinquent in the payment of its cost and charges for a period of twelve (12) months after the same shall become due and payable, Public Entity may, in its discretion and upon default of the District, commence legal proceedings or available administrative proceedings against said delinquent User to recover said sum or sums then due in the name and on behalf of the District, and the proceeds of any sums collected shall be paid over to the District exclusive of costs and expenses of effecting said collection recovered in the proceedings. All sums recovered, whether by the District or by a User on behalf of the District, shall, after payment of reasonable costs of said proceedings, be returned to the non-delinquent MBC Subdistrict Users in the proportion that the Contract Sum payment of the non-delinquent MBC Subdistrict Users made up the deficiency of the delinquent MBC Subdistrict User.

SECTION 508. Contracts With Others

No sewer district, county, municipality, or other entity shall be permitted to connect to the System or the MBC System unless it has first duly entered into a contractual agreement substantially in the same form as and providing for payment of Contract Sums as defined in this Contract.

SECTION 509. Public Entity's User Charge System

In conformance with Section 204(b)(1)(A) of Public Law 92-500 and current Federal Regulations, or as subsequently amended, and Sections 503 and 707 of this Contract, Public Entity is required, to the extent permissible by applicable law, to establish and maintain a User Charge System which meets Federal User Charge Requirements. The purpose of Public Entity's User Charge System is to ensure the adequate collection of revenues to support the operation, maintenance and replacement needs of the treatment works within the District's MBC Subdistrict Service Area. By signing this Service Contract, Public Entity specifically acknowledges its ongoing obligation to comply with applicable Federal User Charge Requirements.

The District is required by federal regulations (and may also be required by the terms of certain federal grants for the construction of the MBC System) and by the terms of its several federal grants for the construction of the MBC System to ensure that each MBC Subdistrict member's Service Contract contains the above provisions. Although the State or Federal governments may have the authority to review and otherwise determine the acceptability of each Public Entity's User Charge System, this Section 509 shall in no way be construed as conferring on the District, and the District shall not have, any such right of review or approval

of Public Entity's User Charge System. Public Entity shall maintain its User Charge System in accordance with applicable law.

SECTION 510. Resolution of Disputes

Any and all billing disputes, including the measurement of metered flow for purposes of computation of the Contract Sum, that are unable to be resolved between the District and Public Entity shall be referred to the Board of Trustees for disposition. Any and all documentation shall be made available to the Board concerning the dispute. Public Entity shall have sixty (60) days from the date of receipt of District's annual audit to notify District that it is contesting a bill from that audit period. Failure by Public Entity to notify the District, in writing, and to pay in full the undisputed portion of a bill within said sixty (60) day period shall constitute a waiver on the part of Public Entity and Public Entity shall be deemed to have agreed to the accuracy of said bill. Upon receipt of notice of a contested bill, the disputed portion shall be referred to the Board for determination of the matter. The Board shall establish such procedures and policies as it reasonably deems necessary to resolve all disputes. If the Board of Trustees determines that Public Entity is entitled to a reduction of its bill, then all other MBC bills for the billing period in question shall be amended, showing the appropriate adjustment on the next regular billing cycle.

SECTION 511. Connection Fees

In addition to other sums payable by Public Entity hereunder, Public Entity agrees to pay to the District a "Connection Fee" as reasonably and equitably determined by the District.

**ARTICLE VI**

**ABANDONMENT OF PUBLIC ENTITY'S SEWER SYSTEM FACILITIES**

SECTION 601. Abandonment Permitted

Public Entity may, in its sole discretion, at any time, abandon, or in the alternative, continue to operate, maintain, and repair all or any part of those sewage treatment or disposal facilities constituting, at the time of the effective date of the Contract, a part of Public Entity's Sewer System, subject however, to the provisions of Section 301, Section 306, Section 308 and Section 602 hereof, and any applicable laws or regulations.

SECTION 602. Notice of Abandonment

Public Entity, prior to abandoning any such sewage treatment or disposal facilities referred to in Section 601 hereof, which abandonment will substantially increase the sewage received from Public Entity's Sewer System by the District in its MBC System, shall file with the District a written notice of Public Entity's intention to abandon such facilities on the

date specified in such notice at least one (1) year prior to the date so specified, said notice to set forth the estimated amount of the increase.

**ARTICLE VII**  
**MISCELLANEOUS**

SECTION 701. Effective Date

The effective date of this Contract is the date as set out in the first paragraph of this document.

SECTION 702. Performing Duties

The District will faithfully and punctually perform all duties with respect to the System, and the MBC System a part thereof, required by the Constitution and laws of the State of Missouri and the United States and the resolutions of the Board of Trustees, and all Bond Documents and any MBC Bond documents or any Non-MBC Bonds Funding Procedures. Similarly, Public Entity will so perform all duties with respect to the System and the MBC System required by the Constitution, the laws of the State of Missouri and the United States, and the ordinances or other governing rules of Public Entity, including but not limited to the prompt payment of the Contract Sums in respect of the MBC System.



SECTION 703. Further Assurances

At any and all times, the District and Public Entity shall (insofar as they may be authorized by law) pass, make, execute, acknowledge and deliver any and every such further resolution or ordinance (or other governing rule) respectively, and acts, deeds, conveyances, assignments, transfers and assurances as may be necessary or desirable to better assure, convey, grant, assign and confirm, all and singular, the Contract Sums in respect of the MBC System, and other funds pledged or assigned, or intended so to be, of which the District or Public Entity, as the case may be, may heretofore or hereafter become bound to pledge or to assign, as may be reasonable and required to carry out the purposes of any such MBC Bond Document or Non-MBC Bonds Funding Procedures or ordinance (or other governing rule) and to comply with the Act. Public Entity consents to and acknowledges the assignment of the Contract Sum to the Trustee as provided for in any MBC Bond Document of the District authorizing the issuance of MBC Revenue Bonds or such other assignment of the Contract Sum as may be required by any Non-MBC Bonds Funding Procedures. The District shall at all times, to the extent permitted by law, defend, preserve and protect the pledge of the Contract Sum in respect of the MBC System, respectively, and other funds pledged heretofore and hereafter, and all rights of every holder of any MBC Bond against all claims and demands of all persons whomsoever.

SECTION 704. Limitations Upon Consent

Whenever, under the terms of the Contract, the District is authorized to give its written consent, the District in its discretion may give or may refuse such written consent; and if given, may restrict, limit or condition such consent in such manner as it shall deem advisable. Such written consent shall not be unreasonably withheld. Acceptance by the District into the MBC System from Public Entity of sewage in the volume or with characteristics exceeding or violating any limit or restriction provided for by or pursuant to this Contract in one or more instances or under one or more circumstances shall not constitute a waiver of such limit or restriction or of any of the provisions of this Contract and shall not in any way obligate the District thereafter to accept or to make provisions for sewage delivered and discharged into the MBC System in a volume or with characteristics exceeding or violating any such limit or restriction in any other instances or under any other circumstances.

SECTION 705. Form of Consent

All consents of any party required under this Contract shall be given in writing. Whenever under the terms of this Contract Public Entity is authorized to give its consent, such consent may be given and shall be conclusively evidenced by a copy, certified by its City Clerk or other designated official and under its seal (if any), of an ordinance (or other governing rule) adopted by its governing body giving such consent.

Whenever under the terms of this Contract the District is authorized to give its consent, such consent may be given and shall be conclusively evidenced by a copy, certified by its Secretary and under its seal, of a resolution adopted by the District and giving such consent.

SECTION 706. Bonds of the District

The Bonds and MBC Bonds, if any, of the District shall not, except to the extent herein provided and in the Bond Documents or the MBC Bond Documents, be a debt of Public Entity, nor shall Public Entity be liable thereon.

SECTION 707. Conformity With The Laws And Regulations

Each party hereto agrees to abide by and to conform to all applicable laws and regulations of the United States of America, the State, or any political subdivision thereof having any jurisdiction in the premises, and the Regulations For Use set out in the Appendix hereto, as reasonably amended from time to time.

SECTION 708. Acts of God

No party hereto shall be responsible or liable in any way for Acts of God or any other act or acts or omissions beyond the control of such party which may in any way cause an interruption or a discontinuance of service

appertaining to the System, or the MBC System a part thereof, or to Public Entity's Sewer System.

SECTION 709. Nonassignability

No party to this Contract may assign any interest herein to any person without the consent of all the other parties hereto at that time; and subject to the terms of the MBC Bond Documents or any Non-MBC Bonds Funding Procedures, the terms of this Contract shall inure to the benefit of and be binding upon the respective successors of each party hereto. Nothing herein contained, however, shall be construed as preventing the reorganization of any party hereto nor as preventing any other body corporate and politic succeeding to the rights, privileges, powers, immunities, liability, disabilities, functions and duties of a party hereto, as may be authorized by law, subject to the terms and conditions of the MBC Bond Documents and in the absence of any prejudicial impairment of any obligation of contract hereby imposed.

SECTION 710. Amendments

Subject to and in accordance with the MBC Bond Documents or Non-MBC Bond Funding Procedures, this Contract may be amended from time to time by written agreement, duly authorized and executed by the parties hereto.

SECTION 711. Severability

If any provision of this Contract shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Contract and this Contract shall be construed and enforced as if such invalid or unenforceable provision had not been contained herein.

SECTION 712. Execution of Documents; Further Acts

This Contract may be executed at different times by the parties in any number of counterparts, any of which shall be regarded for all purposes as an original and all of which constitute but one and the same instrument. Each party agrees that it will execute any and all deeds, documents or other instruments, and take such other actions as are reasonably necessary to carry out and to give effect to the terms of this Contract.

SECTION 713. Waiver

No waiver by either party of any term or condition of this Contract shall be deemed or construed as a waiver of any other term or condition, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different section, subsequent paragraph, clause, phrase, or other provision of this Contract.

SECTION 714. Remedies

If permitted by law, this Contract shall be specifically enforceable by any party hereto.

SECTION 715. Entirety

This Contract, inclusive of the Appendix and Schedules "A", "B", "C", "D" and "E", which are attached hereto and made a part hereof, merges and supersedes all prior negotiations, representations, and agreements between the parties hereto relating to the subject matter hereof, including, without limitation, any Interim Service Contract between the District and Public Entity with respect to the providing of similar services to those described herein prior to the formation of the MBC Subdistrict, and constitutes the entire agreement between the parties hereto in respect thereof.

SECTION 716. Applicable Law; Captions

This Contract shall be governed by and construed in accordance with the laws of the State of Missouri. The captions at the beginning of Articles, Sections and Subsections are used for convenience only and are not to be used in attempting to construe any part of this Contract.

SECTION 717. Joint Use Connection Points

Public Entity accepts operational responsibility for any current joint use connection points and accepts future responsibility for any other joint

use connection points as designated on the Schedules attached hereto. The parties agree that any designated joint use connection points are agreed to for engineering and technical purposes only. All joint use agreements shall be reviewed and revised from time to time to take into account the District's regulations and charges.

SECTION 718. Injunctive Relief

Public Entity shall provide injunctive relief at the request of the District to restrain the violation or attempted violation of any of the provisions of this Contract and all attachments thereto. Upon failure of Public Entity to act within ten (10) days of written request, District shall be authorized to so proceed, in Public Entity's name, if necessary.

SECTION 719. Authority

Public Entity shall have immediate and continuing right to discharge wastewater originating in the Middle Big Creek Subdistrict watershed, or as otherwise permitted hereunder, into the District's interceptor on condition that Public Entity agrees to promptly enforce and cooperate with the District in the exercise of the District's enforcement of the restrictions, proscriptions, penalties and other terms provided for herein against any person discharging into the System, or the MBC System a part thereof, in violation of the same. In default of Public Entity's action at the District's request, Public Entity authorizes the District to take all legal actions

necessary to enforce the terms of this Contract and all attachments thereto, in Public Entity's name, if necessary.

SECTION 720. Notice

Any notice required by the terms of this Service Contract shall be sent via facsimile or certified mail, return receipt requested, as follows:

To the District:           Executive Director  
                                  21101 E 78 Highway  
                                  Independence, MO 64057-2767  
                                  Fax: 816-796-5910

To Public Entity:         Public Works Director  
                                  P.O.Box 440  
                                  Raymore, MO 64083  
                                  Fax: 816-331-8724

SECTION 721. Indemnification

The District shall indemnify and save harmless Public Entity against all liabilities, judgments, costs, damages, expenses and attorneys' fees for loss, damage, or injury to person or property caused by the negligent or intentional acts or omission of the District or its officers, employees or any other agents.

**THIS CONTRACT CONTAINS BINDING ARBITRATION PROVISIONS [IN SECTION 403 CONCERNING DISTRICT BUDGET DISPUTES] WHICH MAY BE ENFORCED BY THE PARTIES**



IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed on behalf of the District by the Chairman of the Board of Trustees, and attested to by the Secretary of the Board of Trustees, and on behalf of Public Entity by its authorized representative at the dates shown respectively.

**RAYMORE, MISSOURI**

**LITTLE BLUE VALLEY  
SEWER DISTRICT**

By: [Signature]  
MAYOR POTEM

By: [Signature]  
VICE Chairman, Board of Trustees

Date: 8-12-02

Date: 9/18/02

ATTEST:

ATTEST:

By: [Signature]  
City Clerk

By: [Signature]  
Secretary, Board of Trustees

Date: 8-12-02

Date: 9/18/02

APPROVED AS TO FORM:

APPROVED

By: \_\_\_\_\_  
\_\_\_\_\_

By: [Signature]  
Executive Director  
Administrator for The District

Schedule "A"

Initial Connection Points - Metering at this Location

Location

None Identified

Schedule "B"

Initial Connection Points - Metering Provided at Another Location

To be identified in later.

Schedule "C"

Future Connection Points – Metering to be at that Location

None identified

Schedule "D"

Additional Connection Points

None requested by Raymore as of September, 1992.

Schedule "E"

Certain Costs Paid by RAYMORE

None identified

# Miscellaneous





THE **PLANNING AND ZONING COMMISSION** OF THE CITY OF RAYMORE, MISSOURI, MET IN REGULAR SESSION **TUESDAY, SEPTEMBER 15, 2020**, IN CITY COUNCIL CHAMBERS, 100 MUNICIPAL CIRCLE, RAYMORE, MISSOURI WITH THE FOLLOWING COMMISSION MEMBERS PRESENT: CHAIRMAN WILLIAM FAULKNER, MATTHEW WIGGINS, ERIC BOWIE, KELLY FIZER, JIM PETERMANN, MARIO URQUILLA, CALVIN ACKLIN AND MAYOR KRIS TURNBOW. ABSENT WAS JEREMY MANSUR. ALSO PRESENT WAS CITY PLANNER KATIE JARDIEU, DEVELOPMENT SERVICES DIRECTOR JIM CADORET, CITY ATTORNEY JONATHAN ZERR, AND PUBLIC WORKS DIRECTOR MIKE KRASS.

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 September 1, 2020 meeting.**

**Motion by Commissioner Urquilla, Seconded by Commissioner Wiggins, to approve the minutes of the September 1 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	Absent
Mayor Turnbow	Aye

**Motion passed 8-0-0.**

6. **Unfinished Business - None**
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.**

**b. Case #20018 -Scooter's Coffee - Site Plan**

Dan Furlund presented the site plan for the 566 square foot drive-thru building for Scooter's Coffee. There will be a drive-thru queue lane with eight to nine vehicle stacking for cars.

City Planner, Katie Jardieu presented the staff report for Scooter's Coffee and highlighted the mix of commercial and residential next to the site. The building will have drive-thru access only with four parking spots, one of which is handicap accessible for employees only. The following were noted during the staff report: that alcoholic beverages must be incidental to the use; outdoor seating and patio must be 100 feet from residential; a type A screen is necessary on the East side; a minimum 6-foot landscape buffer must be on all sides; and due to the building being drive-thru only, the site does not require pedestrian access to Foxwood Drive. Stormwater is addressed through an onsite pipe running through the property and no lighting, other than lights on the building, are proposed. The trash enclosure is to match the building in material and color per the UDC. There is also a gas line easement that runs through the property. Ms. Jardieu asked that the Planning Commission determine if the proposed CMU block construction for the trash receptacle enclosure met the provisions of the code.

Commissioner Wiggins asked about the lack of site lighting and the safety of the employees.

Mr. Furlund stated that in other locations the building is wrapped with LED strips as well as 8 sconces on the building. He felt the site lighting is adequate but safety is important to them and they will continue to evaluate.

Commissioner Bowie asked about getting in and out of the lot and how traffic would flow. Mr. Furlund stated that the only access is off of the private drive next to the car wash. Ms. Jardieu stated the drive is continuing to be built and all access will come from the rear of the site and no stacking would occur on Foxwood Drive as they have to go north to come into the parking and drive-thru line.

Commissioner Acklin asked if this is similar to the Scooter's in Raytown. Mr. Furlund stated this is the latest model and a better comparison would be the new Scooter's on Hwy. 150 in Lee's Summit.

Commissioner Urquilla asked how many franchises Mr. Burdick, the franchise owner, owned. Mr. Burdick stated this was his first store and he was planning for a second this year but ultimately for 3-5 stores total.

Commissioner Fizer asked to have the trash enclosure explained. Mr. Furlund stated the enclosure was CMU block painted the main color of the building. Chairman Faulkner asked what the downside of hardie board siding would be. Mr. Furlund stated the connection point to the CMU block would potentially fail. Commissioner Urquilla asked what the feelings of City staff were on the materials. Ms. Jardieu indicated that the UDC states that the materials used need to match the main structure and this differs from that. Commissioner Wiggins stated he had a photo of a newer Scooter's and asked the applicant to clarify what color the enclosure would be as well as if they could expand on the CMU. Would it be a higher-end CMU and not just cement cinder block? Mr. Furlund stated they are proposing a smooth-face CMU face painted skyline steel beige and paint the steel gates to be inkwell color and the bollards in front to be red.

Commissioner Bowie stated the buffer to the east would stay and be expanded if necessary and wanted to know how walk-ups would be addressed. Mr. Furlund stated there would be no walk-up pedestrian access as there is not enough parking unless an employee is gone. Commissioner Bowie asked if alcohol was sold and Mr. Furlund stated no.

Chairman Faulkner stated that the sign plan was not a part of the application or approval. He also asked about the head pressure of the water supply. Mr. Krass responded that the architect was looking at a pressure pump but it would be addressed as part of the building permit.

**Motion by Commissioner Urquilla, Seconded by Commissioner Wiggins, to accept the staff proposed findings of fact and approve Case #20018 -Scooter's Coffee Site Plan as submitted, subject to the 12 conditions of approval as noted.**

**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.**

**8. City Council Report**

City Attorney Jonathan Zerr provided a review of the Council meeting from September 14:

- Stop sign at N. Foxridge Dr and 163rd street has been approved
- Second Reading Re-Plat of the Prairie of the Good Ranch which was approved unanimously
- First Reading of Oak Ridge Farms Rezoning and public hearing.

**9. Staff Report**

Mr. Cadoret stated that there would be a Planning and Zoning Commission meeting on October 6th to hear a request for rezoning of 65 acres for the proposed Saddlebrook Subdivision from R-1P to R-2P. He also stated there would be a meeting on October 20th to discuss the 33rd UDC amendment proposing changes discussed during the annual review of the UDC. Preliminary and Final Plat review of North Cass Plaza will be on the Oct. 20 agenda as well.

**10. Public Comment**

No public comment

**11. Commission Member Comment**

Commissioner Bowie thanked the staff.

Commissioner Fizer mentioned that she was excited to see the progress and continued construction of The Lofts at Foxridge apartments..

Commissioner Acklin thanked the staff.

Commissioner Urquilla thanked the staff.

Commissioner Petermann thanked the staff.

Commissioner Wiggins thanked the staff.

Mayor Turnbow thanked staff and thanked the Commissioners for their due diligence.

Chairman Faulkner thanked the staff.

## 12. Adjournment

**Motion by Commissioner Wiggins, Seconded by Commissioner Acklin, to adjourn the September 15, 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	Absent
Mayor Turnbow	Aye

**Motion passed 8-0-0.**

The September 15, 2020 meeting adjourned at 8:29 p.m.

Respectfully submitted,

Katie Jardieu