

AGENDA

Raymore City Council Regular Meeting
City Hall – 100 Municipal Circle
Monday, November 9, 2020

7:00 p.m.

- 1. Call to Order.**
- 2. Roll Call.**
- 3. Pledge of Allegiance.**
- 4. Presentations/Awards.**

- Loren Jones, Raymore Arts Commission Chair

- 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, October 26, 2020 (pg 19)
- B. Acceptance of Public Improvements - Brookside 10th Plat Lots 416-420 and Lots 382-386

Reference: - Resolution 20-53 (pg 31)

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.

C. Acceptance and Final Pay - TB Hanna Site Work

Reference: - Resolution 20-59 (pg 33)

The Director of Parks and Recreation has determined that the project has been satisfactorily completed in accordance with the project specifications.

D. Appointment of Jessica Berry to the Arts Commission

Reference: - Resolution 20-60 (pg 35)
- Volunteer Application (pg 36)

Mayor Turnbow has appointed Jessica Berry, Ward 2 representative, to the Arts Commission to fill the unexpired term of Beth Brown. The appointment is now before the City Council for approval.

E. Re-appointment of Jerry Faulkner to the Planning and Zoning Commission

Reference: - Resolution 20-61 (pg 37)

Mayor Turnbow has re-appointed Jerry Faulkner, Ward 3 representative, to the Planning and Zoning Commission. The appointment is now before the City Council for approval.

F. Re-appointment of Jeremy Mansur to the Planning and Zoning Commission

Reference: - Resolution 20-62 (pg 39)

Mayor Turnbow has re-appointed Jeremy Mansur, Ward 4 representative, to the Planning and Zoning Commission. The appointment is now before the City Council for approval.

7. Unfinished Business. Second Reading.

A. North Cass Plaza Final Plat

Reference: - Agenda Item Information Sheet (pg 43)
- Bill 3581 (pg 45)
- Staff Report (pg 47)
- Planning Commission Minutes Excerpt (pg 54)
- Final Plat (pg 55)

Dave Otis, representing Good-Otis LLC, is requesting final plat approval of North Cass Plaza, a 2-lot commercial subdivision located on the south side of North Cass Parkway, east of I-49.

- Planning and Zoning Commission, 10/20/2020: Approved 8-0
- City Council, 10/26/2020: Approved 8-0

B. General Obligation Series 2020 Bond Issue

Reference: - Agenda Item Information Sheet (pg 57)
- Bill 3582 (pg 59)

On Aug. 4, 2020, Raymore voters approved the issuance of no tax increase debt to fund \$17.57 million in street improvements and \$5.93 million in parks improvements. This Ordinance calls for the sale of general obligation bonds to fund a portion of those improvements. The first sale is scheduled for Nov. 9, 2020, for a total principal amount of \$9 million. During the first quarter of 2021, the second portion of the election approved general obligation bonds in the approximate amount of \$9 million is expected to be sold. During the first quarter of 2022, the final portion of the election approved general obligation bonds in the approximate amount of \$5.5 million is expected to be sold. All issues are expected to be bank-qualified.

- City Council, 10/26/2020: Approved 8-0

C. Establishing a Stop Sign

Reference: - Agenda Item Information Sheet (pg 97)
- Bill 3583 (pg 99)
- Policy on Installation of Stop Signs (pg 101)

City Council is requested to approve the installation of a stop sign on Coventry Lane at Bristol Drive.

- City Council, 10/26/2020: Approved 8-0

D. Approval of Amended and Restated Employment Agreement - City Manager

Reference: - Agenda Item Information Sheet (pg 103)
- Bill 3585 (pg 105)
- Employment Contract (pg 107)

The City Council has proposed an amendment to the City Manager's employment contract.

- City Council, 10/26/2020: Approved 8-0

8. New Business. First Reading.

A. 33rd Amendment to the Unified Development Code (public hearing)

Reference: - Agenda Item Information Sheet (pg 121)
- Bill 3586 (pg 123)
- Staff Report (pg 133)
- Planning Commission Minutes Excerpt (pg 138)

The 33rd Amendment to the Unified Development Code proposes to incorporate changes discussed by the Planning and Zoning Commission as part of the annual review of the UDC.

- Planning and Zoning Commission, 10/20/2020: Approved 8-0

B. Award of Contract - On-Call Engineering Technical Support Services

Reference: - Agenda Item Information Sheet (pg 139)
- Bill 3584 (pg 141)
- Contract (pg 143)

Staff is requesting approval to enter into a contract with Walter P. Moore and Associates for on-call Technical Support services.

C. MARC Household Hazardous Waste Agreement

Reference: - Agenda Item Information (pg 167)
- Bill 3587 (pg 169)
- Agreement (pg 171)

Annually, the City participates in the Mid-America Regional Council (MARC) Household Hazardous Waste (HHW) program. The City's participation in this program allows residents to participate for free in several HHW drop-off events, including an event that annually alternates between Raymore and Belton and utilizes permanent collection facilities throughout the region.

D. Award of Contract - Staffing Analysis (Emergency Reading)

Reference: - Agenda Item Information Sheet (pg 177)
- Bill 3588 (pg 179)
- Contract (pg 181)
- Mejorando Group Proposal (pg 193)

Following a request for proposals, staff is recommending the Mejorando Group to conduct the staffing analysis for Public Safety, Parks and Public Works. This is being conducted as an emergency reading to allow the contractor to begin work immediately for future consideration of a Use Tax proposal by Council in April, 2021.

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

12. Mayor/Council Communication.

13. Adjournment.

Items provided under "Miscellaneous" in the Council Packet:

- City Council Work Session notes, 11/02/2020 (pg 203)
 - Park Board minutes, 9/22/2020 (pg 205)
-

EXECUTIVE SESSION (CLOSED MEETING)

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

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

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

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

Staff Reports



MONTHLY REPORT OCTOBER 2020

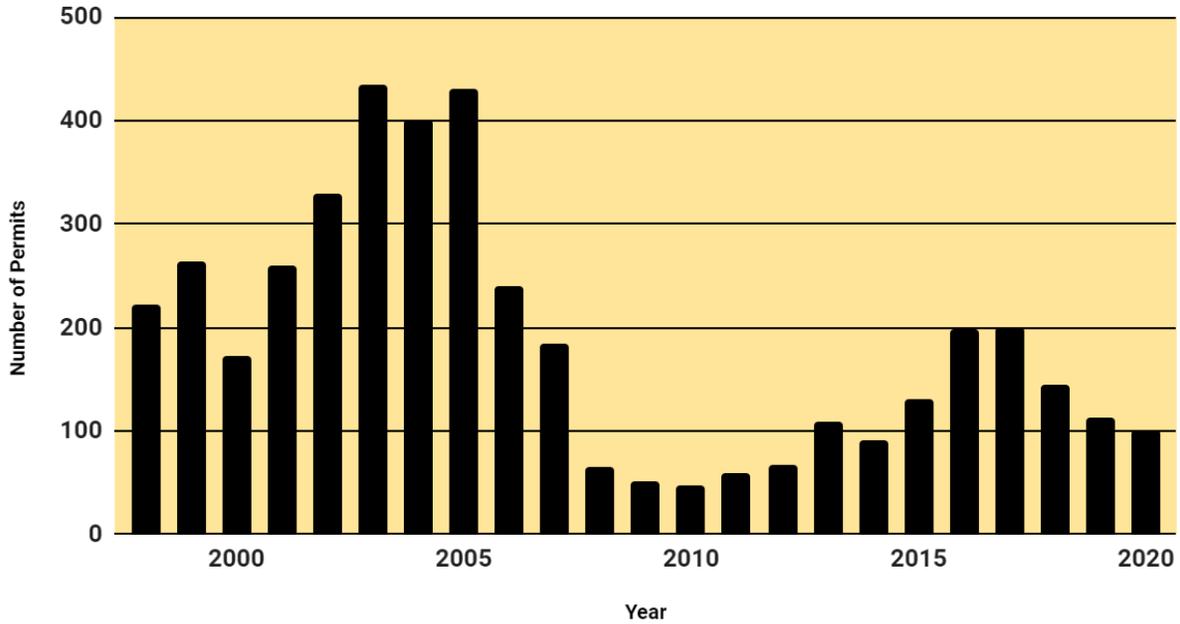
Building Permit Activity

Type of Permit	Oct 2020	2020 YTD	2019 YTD	2019 Total
Detached Single-Family Residential	13	102	88	113
Attached Single-Family Residential	0	14	26	26
Multi-Family Residential	0	396	0	0
Miscellaneous Residential (deck; roof)	105	1,110	642	720
Commercial - New, Additions, Alterations	1	11	17	18
Sign Permits	3	26	44	54
Inspections	Oct 2020	2020 YTD	2019 YTD	2019 Total
Total # of Inspections	344	3,817	3,253	3,858
Valuation	Oct 2020	2020 YTD	2019 YTD	2019 Total
Total Residential Permit Valuation	\$3,435,900	\$30,336,800	\$28,467,200	\$34,498,600
Total Commercial Permit Valuation	\$6,974,200	\$46,019,500	\$1,801,300	\$1,822,300

Additional Building Activity:

- Construction continues on the Compass Health office building.
- Vertical construction continues at The Lofts of Fox Ridge apartment community.
- Construction is near completion of the extension of Dean Avenue to serve the proposed Raymore Commerce Center at the southwest corner of Dean Avenue and North Cass Parkway.
- Building has been issued for Scooter's Coffee.
- Foundation permit has been issued for the 1st industrial building in the Raymore Commerce Center.

Single Family Building Permits



Code Enforcement Activity

Code Activity	Oct 2020	2020 YTD	2019 YTD	2019 Total
Code Enforcement Cases Opened	40	528	566	642
<i>Notices Mailed</i>				
-Tall Grass/Weeds	3	96	135	135
- Inoperable Vehicles	19	165	99	138
- Junk/Trash/Debris in Yard	6	82	130	146
- Object placed in right-of-way	0	6	14	14
- Parking of vehicles in front yard	0	18	12	13
- Exterior home maintenance	1	43	31	41
- Other (trash at curb early; signs; etc)	1	5	2	2
Properties mowed by City Contractor	2	72	71	71
Abatement of violations (silt fence repaired; trees removed; stagnant pools emptied; debris removed)	0	2	8	10
Signs in right-of-way removed	39	429	305	370
Violations abated by Code Officer	10	129	101	126

Development Activity

Current Projects

- Park Side Subdivision, 155 acres south of 163rd Street, west of North Madison, preliminary plat for 320 single-family homes
- North Cass Plaza Preliminary Plat, south of North Cass Parkway, east of I-49
- North Cass Plaza Final Plat
- Community America Credit Union filed for [site plan](#) approval to construct a new facility at the northeast corner of Peace Drive and 58 Highway.

	As of Oct 31, 2020	As of Oct 31, 2019	As of Oct 31, 2018
Homes currently under construction	546 (396 Lofts Apartments)	146	205
Total number of Undeveloped Lots Available (site ready for issuance of a permit for a new home)	302	349	423
Total number of dwelling units in City	8,783	8,641	8,447

Actions of Boards, Commission, and City Council

City Council

October 12, 2020

- Acceptance of public improvements for Eastbrooke at Creekmoor
- Approved on 2nd reading the rezoning for Park Side Subdivision from Agriculture to Single-Family Planned Residential
- Approved on 2nd reading the 32nd amendment to the UDC regarding small wireless facilities
- Held public hearings on 8 undeveloped lots that met the threshold requirement to require sidewalk to be installed by the property owner
- Amended the schedule of fees regarding installation of small wireless facilities
- Approved on 1st reading a contract with Wilson & Company on the design of the Ward Road improvements

October 26, 2020

- Approved on 2nd reading a contract with Wilson & Company on the design of the Ward Road improvements
- Approved the North Cass Plaza Preliminary Plat
- Approved on 1st reading the North Cass Plaza Final Plat
- Confirmed the decision to have the City install sidewalk upon the 8 undeveloped lots that met the threshold to require sidewalk to be installed by the property owner

Planning and Zoning Commission

October 6, 2020

- Recommended denial of the rezoning of 55 acres from Single-family Residential to Single and Two-Family Residential for the Saddlebrook subdivision

October 20, 2020

- Recommended approval of the North Cass Plaza Preliminary Plat
- Recommended approval of the North Cass Plaza Final Plat
- Recommended approval of the 33rd UDC amendment regarding misc. changes discussed as part of the annual review of the UDC

Upcoming Meetings – November & December

November 3, 2020 Planning and Zoning Commission

- Meeting cancelled - election day

November 9, 2020 City Council

- 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 Board of Adjustment

- Variance to front yard setback requirement, 713 Redtop Lane, Gary Gaston
- Election of Officers
- 2021 Meeting Calendar
- Commissioner Training

November 17, 2020 Planning and Zoning Commission

- Community America Credit Union site plan
- Election of Officers
- 2021 Meeting Calendar

November 23, 2020 City Council

- 2nd reading, UDC 33rd Amendment

December 1, 2020 Planning and Zoning Commission

- Park Side Subdivision Preliminary Plat (public hearing)
- Raymore Galleria North 3rd Final Plat
- Raymore Commerce Center First Final Plat

December 14, 2020 City Council

- Park Side Subdivision Preliminary Plat (public hearing)

December 15, 2020 Planning and Zoning Commission

- No applications currently filed

December 28, 2020 City Council

- No development applications currently filed

Department Activities

- Director Jim Cadoret participated in the Raymore-Peculiar School District Long Range Facility Planning Committee meeting.
- City Planner Katie Jardieu participated in the First Suburbs Coalition virtual meeting to provide input on the Universal Design Idea Book being updated by the Mid-America Regional Council.
- The rezoning application for the proposed Saddlebrook Subdivision, located north of Hubach Hill Road, east of Stonegate Subdivision, originally scheduled for consideration by the City Council on Oct. 26, has been placed on hold by the applicant.
- Community America Credit Union filed for [site plan](#) approval to construct a new facility at the northeast corner of Peace Drive and 58 Highway. The Planning and Zoning Commission will consider the site plan on Nov. 17.
- Development Services Director Jim Cadoret and Economic Development Director David Gress participated in a zoom meeting hosted by the Cass County Economic Development corporation on the Real World Learning Initiative.
- Building Official Jon Woerner participated in the Missouri Association of Building Codes Administrators fall seminar.
- Code Enforcement Officer Drayton Vogel participated in the American Association of Code Enforcement Officers virtual annual conference.
- GIS Coordinator Heather Eisenbarth assisted the Raymore-Peculiar School District Administrative staff in acquiring housing data for each school facility boundary area within Raymore
- A Good Neighbor meeting has been scheduled to discuss the preliminary plat for the [Park Side](#) Subdivision, proposed for 155 acres located west of N. Madison Street and generally south of the future extension of 163rd Street, on Thursday, Nov. 19 at 6:30 p.m. at Centerview.

- Director Jim Cadoret participated in a webinar sponsored by the Mid American Regional Council on "Understanding Shared Services".

GIS Activities

- Development of mapping apps as requested
- Street intersection dataset & list report
- Elementary school attendance area information as requested
- Addressing operations, including rebuild of address locator(s) for quarterly geocoding of datasets
- Geospatial data updates as required
- Quality assurance & documentation
- Map exhibits as required
- Maps for event planning operations as requested
- Annual/monthly update/review of external datasets (streets, incorporations, etc)
- Document management (optimization of PDF file size, as builds)

Municipal Division Summary Reporting

17th Judicial Circuit - Cass County - Raymore Municipal Division

I. COURT INFORMATION

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

II. MONTHLY CASELOAD INFORMATION	Alcohol & Drug Related Traffic	Other Traffic	Non-Traffic Ordinance
A. Cases (citations / informations) pending at start of month	45	1,311	704
B. Cases (citations / informations) filed	6	183	63
C. Cases (citations / informations) disposed			
1. jury trial (Springfield, Jefferson County, and St. Louis County only)	0	0	0
2. court / bench trial - GUILTY	0	0	1
3. court / bench trial - NOT GUILTY	0	0	1
4. plea of GUILTY in court	5	161	41
5. violations Bureau Citations (i.e., written plea of guilty) and bond forfeitures by court order (as payment of fines / costs)	0	31	2
6. dismissed by court	0	4	1
7. nolle prosequi	0	23	12
8. certified for jury trial (not heard in the Municipal Division)	0	0	0
9. TOTAL CASE DISPOSITIONS	5	219	58
D. Cases (citations / informations) pending at end of month [pending caseload = (A + B) – C9]	46	1,275	709
E. Trial de Novo and / or appeal applications filed	0	0	0

III. WARRANT INFORMATION (pre- & post-disposition)		IV. PARKING TICKETS	
1. # Issued during reporting period:	179	Does court staff process parking tickets? Yes	
2. # Served/withdrawn during reporting period:	112	1. # Issued during reporting period:	0
3. # Outstanding at end of reporting period:	1,598		

V. DISBURSEMENTS

Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)

Fines – Excess Revenue	\$16,926.50
Clerk Fee – Excess Revenue	\$1,945.89
Crime Victims Compensation (CVC) Fund surcharge – Paid to City/Excess Revenue	\$60.68
Bond forfeitures (paid to city) – Excess Revenue	\$337.40
Total Excess Revenue	\$19,270.47

Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)

Fines – Other	\$10,966.25
Clerk Fee – Other	\$846.50
Judicial Education Fund (JEF) Court does not retain funds for JEF: Yes	
Peace Officer Standards and Training (POST) Commission surcharge	\$235.00
Crime Victims Compensation (CVC) Fund surcharge – Paid to State	\$1,675.55
Crime Victims Compensation (CVC) Fund surcharge – Paid to City/Other	\$26.27
Law Enforcement Training (LET) Fund surcharge	\$465.40
Domestic Violence Shelter surcharge	\$936.50
Inmate Prisoner Detainee Security Fund surcharge	\$465.38
Sheriffs' Retirement Fund (SRF) surcharge	\$0.00
Restitution	\$0.00
Parking ticket revenue (including penalties)	\$0.00
Bond forfeitures (paid to city) – Other	\$1,326.90
Total Other Revenue	\$16,943.75

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.

DWI	\$332.33
Total Other Disbursements	\$332.33
Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited	\$36,546.55
Bond Refunds	\$1,000.00
Total Disbursements	\$37,546.55

Consent Agenda

THE RAYMORE CITY COUNCIL MET IN REGULAR SESSION MONDAY, OCTOBER 26, 2020 AT 100 MUNICIPAL CIRCLE, RAYMORE, MISSOURI. MEMBERS PRESENT: COUNCILMEMBERS ABDELGAWAD, BARBER, BERENDZEN, BURKE, CIRCO, HOLMAN, JACOBSON, AND TOWNSEND, CITY MANAGER JIM FEUERBORN, CITY ATTORNEY JONATHAN ZERR, CITY CLERK JEANIE WOERNER, AND STAFF MEMBERS.

1. Call To Order. Mayor Pro Tem Townsend called the meeting to order at 7:00 p.m.

2. Roll Call. City Clerk Jeanie Woerner called roll; quorum present to conduct business. Mayor Turnbow absent.

3. Pledge of Allegiance.

4. Presentations/Awards.

Sheryl Morgan City Clerk-Blue Springs presented a retirement pin to City Clerk Jeanie Woerner on behalf of the Missouri City Clerks and Finance Officers Association.

5. Personal Appearances.

6. Staff Reports.

Public Works Director Mike Krass reviewed the staff report included in the Council packet.

Parks and Recreation Director Nathan Musteen reviewed the staff report included in the Council packet and updated the Council on current events. He recognized Parks employee Boyd Fields who will be retiring October 31, 2020.

Communications Manager Melissa Harmer provided information on the website redevelopment project. The Arts Commission is sponsoring the American Legion Band at Hawk Ridge Park amphitheatre on October 28, 2020.

City Manager Jim Feuerborn announced agenda items for the November 2 work session.

7. Committee Reports.

8. Consent Agenda.

A. City Council regular meeting minutes, October 12, 2020

B. Resolution 20-57: Acceptance and Final Pay - Memorial Park Arboretum Lights

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

DISCUSSION: None

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

9. Unfinished Business. Second Readings.

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

BILL 3576: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, APPROVING THE FISCAL YEAR 2021 BUDGET."

City Clerk Jeanie Woerner conducted the first reading of Bill 3576 by title only.

Mayor Pro Tem Townsend announced this public hearing is continued from the October 12 meeting.

City Manager Jim Feuerborn stated that the proposed Budget and Capital Improvement Program (CIP) was approved on first reading, as amended, on October 12. Those amendments have been incorporated into the proposed budget presented for second reading.

Mayor Pro Tem Townsend opened the public hearing for public comments and hearing none, closed the public hearing at 7:18 p.m.

MOTION: By Councilmember Holman, second by Councilmember Barber to approve the second reading of Bill 3576 as amended on October 12, 2020.

DISCUSSION: None

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

Councilmember Jacobson	Aye
Councilmember Townsend	Aye

Mayor Pro Tem Townsend announced the motion carried and declared Bill 3576 as **Raymore City Ordinance 2020-058.**

B. Budget Amendment - FY20 Operating Adjustments

BILL 3577: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI AMENDING THE FISCAL YEAR 2020 OPERATING BUDGET."

City Clerk Jeanie Woerner conducted the second reading of Bill 3577 by title only.

MOTION: By Councilmember Holman, second by Councilmember Barber to approve the second reading of Bill 3577 by title only.

DISCUSSION: None

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

Mayor Pro Tem Townsend announced the motion carried and declared Bill 3577 as **Raymore City Ordinance 2020-059.**

C. Award of Contract - Ward Road Design

BILL 3575: "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."

City Clerk Jeanie Woerner conducted the second reading of Bill 3575 by title only.

MOTION: By Councilmember Holman, second by Councilmember Barber to approve the second reading of Bill 3575 by title only.

DISCUSSION: None

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

Mayor Pro Tem Townsend announced the motion carried and declared Bill 3575 as **Raymore City Ordinance 2020-060.**

D. Service Contract with the Little Blue Valley Sewer District

BILL 3578: "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."

City Clerk Jeanie Woerner conducted the second reading of Bill 3578 by title only.

MOTION: By Councilmember Holman, second by Councilmember Barber to approve the second reading of Bill 3578 by title only.

DISCUSSION: None

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

Mayor Pro Tem Townsend announced the motion carried and declared Bill 3578 as **Raymore City Ordinance 2020-061.**

E. Service Contract with the Middle Big Creek Sewer District

BILL 3579: "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."

City Clerk Jeanie Woerner conducted the second reading of Bill 3579 by title only.

MOTION: By Councilmember Holman, second by Councilmember Barber to approve the second reading of Bill 3579 by title only.

DISCUSSION: None

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

Mayor Pro Tem Townsend announced the motion carried and declared Bill 3579 as **Raymore City Ordinance 2020-062.**

10. New Business. First Readings.

A. Appointment of Erica Hill as City Clerk

RESOLUTION 20-58: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RAYMORE, MISSOURI APPROVING THE APPOINTMENT OF ERICA HILL AS CITY CLERK."

City Clerk Jeanie Woerner conducted the reading of Resolution 20-58 by title only.

City Manager Jim Feuerborn stated Jeanie Woerner has announced her retirement as City Clerk effective October 31, 2020. Section 115.140 of the Raymore City Code calls for the City Manager to appoint a City Clerk with the advice and consent of a majority of the City Council. City Manager Jim Feuerborn recommends the appointment of Erica Hill as City Clerk effective November 1, 2020. Following approval of this Resolution by the City Council, Ms. Woerner will administer the oath of office to Ms. Hill.

MOTION: By Councilmember Holman, second by Councilmember Barber to approve the reading of Resolution 20-58 by title only.

DISCUSSION: None

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

Councilmember Holman	Aye
Councilmember Jacobson	Aye
Councilmember Townsend	Aye

City Clerk Jeanie Woerner administered the Oath of Office to Erica Hill.

B. North Cass Plaza Preliminary Plat (public hearing)

RESOLUTION 20-56: "A RESOLUTION OF THE RAYMORE CITY COUNCIL APPROVING THE NORTH CASS PLAZA PRELIMINARY PLAT, LOCATED SOUTH OF NORTH CASS PLAZA AT DEAN AVENUE, ALL IN RAYMORE, CASS COUNTY, MISSOURI."

City Clerk Jeanie Woerner conducted the reading of Resolution 20-56 by title only.

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

Development Services Director Jim Cadoret provided a review of the staff report included in the Council packet. Dave Otis, representing Good-Otis LLC, is requesting preliminary plat approval of North Cass Plaza, a 2-lot commercial subdivision located on the south side of North Cass Parkway, east of I-49. 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, application, Growth Management Plan, and staff report to be entered into the record. The previous preliminary plat expired in 2014, with an extension granted by Council in 2019. With the extension of Dean Avenue south of North Cass Parkway and current construction beginning on the first building of the Raymore Commercial Center, has increased interest by businesses looking to develop in this area. The one neighbor located within 185 feet of the project boundary, was mailed information along with an invitation to schedule a Good Neighbor meeting if desired. The neighbor did not reach out and no meeting was scheduled. The Planning and Zoning Commission voted 8-0 to accept the staff proposed findings of fact and forward this case to the City Council with a recommendation of approval.

Mayor Pro Tem Townsend opened the public hearing for public comment, and hearing none closed the public hearing at 7:28 p.m.

MOTION: By Councilmember Holman, second by Councilmember Barber to approve the reading of Resolution 20-56 by title only.

DISCUSSION: None

VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Berendzen	Aye

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

C. North Cass Plaza Final Plat

BILL 3581: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, APPROVING THE NORTH CASS PLAZA FINAL PLAT, LOCATED IN SECTION 19, TOWNSHIP 46N, RANGE 32W, RAYMORE, CASS COUNTY, MISSOURI."

City Clerk Jeanie Woerner conducted the first reading of Bill 3581 by title only.

Development Services Director Jim Cadoret provided a review of the staff report included in the Council packet. Dave Otis, representing Good-Otis LLC, is requesting preliminary plat approval of North Cass Plaza, a 2-lot commercial subdivision located on the south side of North Cass Parkway, east of I-49. With the extension of Dean Avenue south of North Cass Parkway and current construction beginning on the first building of the Raymore Commercial Center, has increased interest by businesses looking to develop in this area. The Planning and Zoning Commission voted 8-0 to accept the staff proposed findings of fact and forward this case to the City Council with a recommendation of approval.

MOTION: By Councilmember Holman, second by Councilmember Barber to approve the first reading of Bill 3581 by title only.

DISCUSSION: None

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

D. Confirmation of Undeveloped Lots to Have Sidewalk Installed by City

RESOLUTION 20-55: A RESOLUTION OF THE CITY OF RAYMORE, MISSOURI, CONFIRMING THE DECISION TO INSTALL SIDEWALK ON CERTAIN IDENTIFIED UNDEVELOPED LOTS AND AUTHORIZING CITY STAFF TO TAKE THE STEPS NECESSARY TO HAVE SIDEWALK INSTALLED."

City Clerk Jeanie Woerner conducted the reading of Resolution 20-55 by title only.

Development Services Director Jim Cadoret provided a review of the staff report included in the Council packet. On October 12, Council held public hearings to determine those undeveloped lots on which the City will install sidewalks and levy a special assessment against the lot for the costs. It is staff's belief that all the sidewalk will be installed before the levy assessment period. This Resolution confirms the list of identified lots and authorizes the City staff to proceed with the steps necessary to have the sidewalk installed.

MOTION: By Councilmember Holman, second by Councilmember Barber to approve the reading of Resolution 20-55 title only.

DISCUSSION: None

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

E. General Obligation Series 2020 Bond Issue

BILL 3582: "AN ORDINANCE AUTHORIZING AND DIRECTING THE ISSUANCE, SALE AND DELIVERY OF \$9,000,000 PRINCIPAL AMOUNT OF GENERAL OBLIGATION BONDS, SERIES 2020 OF THE CITY OF RAYMORE, MISSOURI, AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS BY THE CITY."

City Clerk Jeanie Woerner conducted the first reading of Bill 3582 by title only.

Special Bond Counsel Todd Goffoy with Piper, Sandler & Co. and City Manager Jim Feuerborn provided a review of the staff report included in the Council packet. On August 4, 2020, Raymore voters approved the issuance of no tax increase debt to fund \$17.57 million in street improvements and \$5.93 million in parks improvements. Bill 3582 calls for the sale of general obligation bonds to fund a portion of those improvements. The first sale is scheduled for November 9, 2020, for a total principal amount of \$9 million. During the first quarter of 2021, the second portion of the election approved General Obligation bonds in the approximate amount of \$9 million is expected to be sold. During the first quarter of 2022, the final portion of the election approved General Obligation bonds in the approximate amount of \$5.5 million is expected to be sold. General questions of Council were answered.

MOTION: By Councilmember Holman, second by Councilmember Barber to approve the first reading of Bill 3582 by title only.

DISCUSSION: None

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

F. Establishing a Stop Sign

BILL 3583: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, ESTABLISHING A STOP SIGN WITHIN THE CITY LIMITS OF RAYMORE, CASS COUNTY, MISSOURI."

City Clerk Jeanie Woerner conducted the first reading of Bill 3583 by title only.

Public Works Director Mike Krass stated Bristol Drive is identified as a collector street in the City's Transportation Plan. The City's Stop Sign Policy calls for the installation of stop signs on roads that intersect collector and arterial streets. Staff recommends a stop sign be installed on Coventry Lane at Bristol Drive.

MOTION: By Councilmember Holman, second by Councilmember Barber to approve the first reading of Bill 3583 by title only.

DISCUSSION: None

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

City Manager Jim Feuerborn left the Council Chambers before discussion on Bill 3585.

H. Approval of Amended and Restated Employment Agreement - City Manager

BILL 3585: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE MAYOR TO ENTER INTO AN EMPLOYMENT AGREEMENT WITH JIM FEUERBORN FOR THE SERVICES OF A CITY MANAGER, AUTHORIZING APPROVAL OF THIS ORDINANCE AND EXECUTION OF THE CONTRACT HEREIN FOR APPOINTMENT OF A CITY MANAGER FOR ORDERLY ADMINISTRATION OF THE LEGAL ADMINISTRATIVE AND CONTRACTUAL MATTERS OF THE CITY."

City Clerk Jeanie Woerner conducted the first reading of Bill 3585 by title only.

City Attorney Jonathan Zerr reviewed the terms of the agreement outlined in the staff report included in the Council packet. He stated the City Council has been in negotiations with City Manager Jim Feuerborn for an amended and restated employment agreement. The agreement is now before Council for approval.

MOTION: By Councilmember Holman, second by Councilmember Barber to approve the first reading of Bill 3585 by title only.

DISCUSSION: Councilmembers thanked City Attorney Zerr for his assistance with the contract negotiations.

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

11. Public Comments.

12. Mayor/Council Communication.

Mayor Pro Tem Townsend and Councilmembers thanked City Clerk Jeanie Woerner for her years of service and wished her well in her retirement, welcomed Erica Hill to the City Clerk position, thanked Mr. Krass for the installation of the stop sign, and recognized the contract extension for Mr. Feuerborn.

MOTION: By Councilmember Holman, second by Councilmember Barber to adjourn to Executive Session to discuss personnel matters as authorized by §610.021 (3).

ROLL CALL 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 City Council adjourned to Executive Session at 7:55 p.m.

13. Adjournment.

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

DISCUSSION: None

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

The regular meeting of the Raymore Council adjourned at 8:04 p.m.

Respectfully submitted,

Jeanie Woerner
City Clerk

RESOLUTION 20-53

"A RESOLUTION OF THE CITY OF RAYMORE, MISSOURI, ACCEPTING THE PUBLIC IMPROVEMENTS OF BROOKSIDE 10TH PLAT LOTS 416-420 AND LOTS 382-386."

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 Brookside 10th Plat, Lots 416-420 and Lots 382-386 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 9TH 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:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature

RESOLUTION 20-59

"A RESOLUTION OF THE CITY OF RAYMORE, MISSOURI, ACCEPTING THE TB HANNA SITE WORK PROJECT."

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

WHEREAS, the Director of Parks and Recreation determined the project has been satisfactorily completed in accordance with the project specifications.

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

Section 1. The TB Hanna Site Work is accepted.

Section 2. The final payment in the amount of \$13,598.41 is approved.

Section 3. This Resolution shall become effective on and after the date of approval.

Section 4. Any Resolution or part thereof which conflicts with this Resolution shall be null and void.

DULY READ AND PASSED THIS 9TH 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:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature

RESOLUTION 20-60

"A RESOLUTION OF THE CITY OF RAYMORE, MISSOURI, APPROVING AN APPOINTMENT TO THE ARTS COMMISSION."

WHEREAS, Section 120.110 of the Raymore City Code authorizes the Mayor to appoint members to the Arts Commission with the advice and consent of a majority of the Council.

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

Section 1. Authorization requires that all said appointments shall be approved with the advice and consent of a majority of the Council.

Section 2. The Council consents to the Mayor's appointment of the following person to the Arts Commission to fill the Ward 2 unexpired term of Beth Brown.

<u>NAME</u>	<u>EFFECTIVE</u>	<u>TERM EXPIRES</u>
Jessica Berry	November 9, 2020	July 31, 2022

DULY READ AND PASSED THIS 9TH 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:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature



Jeanie Woerner <jlwoerner@raymore.com>

City of Raymore, MO: Online Volunteer Application

1 message

webmaster@raymore.com <webmaster@raymore.com>
To: jlwoerner@raymore.com, Mekey@raymore.com, EHill@raymore.com

Thu, Jul 12, 2018 at 1:28 PM

A new entry to a form/survey has been submitted.

Form Name: City Volunteer Form
Date & Time: 07/12/2018 1:28 p.m.
Response #: 24
Submitter ID: 283
IP address: 172.24.96.111
Time to complete: 7 min. , 48 sec.

Survey Details

Page 1

1. Contact Informaon

Full Name: Jessica R Berry
Address: 209 S Silvertop
Phone Number: (913) 961-3676
Email: jrkolkin@yahoo.com

2. Select your Ward (If you don't know your Ward, call 816-331-3324)

Ward 2

3. I am interested in:

Arts Commission

4. Why are you interested in serving on a City board or commission?

I've been inspired to serve in on a city commission by my family members who are acv ely volunteering at this me. Fundamentally, I believe there is no be er way to serve your community than to freely give it your me.

What other community or civic activities do you participate in?

No other community or civic acvies a t this me. My husband ser ves on our HOA, and I am a school nurse for Shull Early Learning Center. I am currently a ending the University of Kansas Medical School, and our family strongly believes in supporting our loc al businesses.

Thank you,
City of Raymore, MO

This is an automated message generated by the Vision Content Management System™. Please do not reply directly to this email.

RESOLUTION 20-61

"A RESOLUTION OF THE CITY OF RAYMORE, MISSOURI, APPROVING A REAPPOINTMENT TO THE RAYMORE PLANNING AND ZONING COMMISSION."

WHEREAS, Section 465.020 of the Raymore City Code and Section 8.1 of the Raymore City Charter authorizes the Mayor to appoint members to the Raymore Planning and Zoning Commission with the advice and consent of a majority of the City Council.

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

Section 1. Appointments shall be approved with the advice and consent of a majority of the Council.

Section 2. The Council consents to the Mayor's reappointment of the following person to the Planning and Zoning Commission for Ward 3.

<u>NAME</u>	<u>EFFECTIVE</u>	<u>TERM EXPIRES</u>
Jerry Faulkner	November 9, 2020	October 31, 2024

DULY READ AND PASSED THIS 9TH 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:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature

RESOLUTION 20-62

"A RESOLUTION OF THE CITY OF RAYMORE, MISSOURI, APPROVING A REAPPOINTMENT TO THE RAYMORE PLANNING AND ZONING COMMISSION."

WHEREAS, Section 465.020 of the Raymore City Code and Section 8.1 of the Raymore City Charter authorizes the Mayor to appoint members to the Raymore Planning and Zoning Commission with the advice and consent of a majority of the City Council.

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

Section 1. Appointments shall be approved with the advice and consent of a majority of the Council.

Section 2. The Council consents to the Mayor's reappointment of the following person to the Planning and Zoning Commission for Ward 4.

<u>NAME</u>	<u>EFFECTIVE</u>	<u>TERM EXPIRES</u>
Jeremy Mansur	November 9, 2020	October 31, 2024

DULY READ AND PASSED THIS 9TH 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:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature

Unfinished Business



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: Oct. 26, 2020

SUBMITTED BY: Jim Cadoret

DEPARTMENT: Development Services

<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 3581: North Cass Plaza Final Plat

STRATEGIC PLAN GOAL/STRATEGY

3.1.1: Expand the commercial tax base

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: Oct. 20, 2020
Action/Vote: Approved 8-0

LIST OF REFERENCE DOCUMENTS ATTACHED

Staff Report
Planning Commission Minutes Excerpt
Final Plat

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

Dave Otis, representing Good-Otis LLC, is requesting final plat approval of North Cass Plaza, a 2-lot commercial subdivision located on the south side of North Cass Parkway, east of I-49.

With the extension of Dean Avenue south of North Cass Parkway, and with construction commencing on the first building in the Raymore Commerce Center, interest by businesses looking at developing in the North Cass Plaza area has increased.

BILL 3581

ORDINANCE

“AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, APPROVING THE NORTH CASS PLAZA FINAL PLAT, LOCATED IN SECTION 19, TOWNSHIP 46N, RANGE 32W, RAYMORE, CASS COUNTY, MISSOURI.”

WHEREAS, the Planning and Zoning Commission met and reviewed this request and submits a recommendation of approval on the application to the City Council of the City of Raymore, Missouri; and

WHEREAS, the City Council of the City of Raymore, Missouri, in accordance with the provisions of the Raymore Unified Development Code, has held a meeting to approve the dedication to the public use of any street or ground shown upon the plat; and

WHEREAS, the City Council of the City of Raymore, Missouri, finds and declares that the provisions contained and enacted are in pursuance of and for the purpose of securing and promoting the public safety, health, and general welfare of persons in the City of Raymore in their use of public rights-of-ways.

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 as contained in the staff report and accepts the recommendation of the Planning and Zoning Commission.

Section 2. That the subdivision known as North Cass Plaza is approved for the tract of land described below:

All of Tracts B and C, together with part of Tract D and Dean Avenue right of way, all of Dean Avenue Extension ROW 1st Plat, a subdivision in the City of Raymore, Cass County, Missouri, together with an unplatted tract of land lying in the Southeast Quarter of Section 19, and in the Southwest Quarter of Section 20, all in Township 46 North, Range 32 West, described by Timothy Blair Wiswell, MO PLS-2009000067, of Olsson, LC-366, as follows:

BEGINNING at the Southeast corner of the Southeast Quarter of Section 19, Township 46 North, Range 32 West; thence North 86 degrees 38 minutes 40 seconds West, on the South line of said Southeast Quarter, a distance of 495.26 feet to a point on the East line of Interstate 49 right of way, as established in Book 2140, Page 32; thence North 22 degrees 58 minutes 31 seconds East, departing said South line, on said East line, a distance of 720.29 feet to a point; thence South 86 degrees 32 minutes 29 seconds East, continuing on said East line, a distance of 131.03 feet to a point; thence South 78 degrees 51 minutes 40 seconds East, continuing on said East line, a distance of 342.28 feet to a point; thence North 83 degrees 18 minutes 01 second East, continuing on said East line, a distance of 302.35 feet to a point on a non-tangent curve, said point also lying on the South line of North Cass Parkway right of way, as established in Book 379, Page 125; thence in an Easterly direction, departing said East line, on said South line, and on a curve to the right whose initial tangent bears South 79 degrees 48 minutes 51 seconds East, having a radius of 5435.00 feet, an arc distance of 881.35 feet, through a central angle of 9 degrees 17 minutes 28 seconds to a point on a non-tangent line; thence South 28 degrees 00 minutes 57 seconds East, continuing on said South line, a distance of 52.00 feet to a point; thence South 69 degrees 35 minutes 08 seconds East, continuing on said South line, a distance of 100.02 feet to a point; thence North 87 degrees 19 minutes 32 seconds East, continuing on said South line, a distance of 61.66 feet to a point on a non-tangent curve; thence in an Easterly and Southeasterly direction, continuing on said South line and on a curve to the right, whose initial tangent bears South 68 degrees 27 minutes 30 seconds East, having a radius of 5425.00 feet, an arc distance of 97.75 feet, through a central angle of 1 degree 01 minute 56 seconds to a point on a non-tangent line;

thence North 22 degrees 34 minutes 27 seconds East, continuing on said South line, a distance of 62.50 feet to a point on a non-tangent curve; thence in a Southeasterly direction, continuing on said South line, and on a curve to the right whose initial tangent bears South 67 degrees 25 minutes 33 seconds East, having a radius of 5487.50 feet, an arc distance of 569.90 feet, through a central angle of 5 degrees 57 minutes 01 second to a point on a non-tangent line; thence South 21 degrees 38 minutes 33 seconds West, departing said South line, a distance of 252.27 feet to a point on the South line of the Southwest Quarter of Section 20, Township 46 North, Range 32 West; thence North 87 degrees 03 minutes 19 seconds West, on said South line, a distance of 2122.76 feet to the POINT OF BEGINNING, containing 1,413,537 Square Feet or 32.4503 Acres, more or less.

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 26TH DAY OF OCTOBER, 2020.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 9TH 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:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature



To: Planning and Zoning Commission
From: Katie Jardieu, City Planner
Date: October 20, 2020
Re: Case #20020: North Cass Plaza First Final Plat

GENERAL INFORMATION

**Applicant/
Property Owner:** Good Otis, LLC
1464 Techny Road
Northbrook, IL 60062

Property Location: SW and SE corners of Dean Avenue and North Cass Parkway



Existing Zoning: C-3 Regional Commercial District

Existing Surrounding Zoning: **North:** C3 - General Commercial District
PUD - Planned Unit Development District
South: PUD - Planned Unit Development District
East: PUD - Planned Unit Development District
R-1P - Single Family Residential Planned District
West: PUD - Planned Unit Development District
Right of Way for I-49

Existing Surrounding Uses: **North:** Planned Commercial & Business
South: Planned Commercial & Business
East: Single Family Residential
West: Interstate

Total Tract Size: 32.4503 acres

Total Number of Lots: 2 Lots

Density – units per Acre: n/a

Growth Management Plan: The Future Land Use Map of the current Growth Management Plan designates this property as appropriate for Commercial and Business Development with some Park development as well.

Major Street Plan: The Major Thoroughfare Plan Map classifies Dean Avenue and North Cass Parkway as minor arterial roads.

Advertisement: City Ordinance does not require advertisement for Final Plats.

Public Hearing: City Ordinance does not require a public hearing for Final Plats

PROPOSAL

Outline of Requested Action: The applicant seeks to obtain Final Plat approval for *North Cass Parkway at the Good Ranch, First Plat*

City Ordinance Requirements: In order for the applicant to accomplish the aforementioned action they must meet the provisions of the Unified Development Code. Chapter 470 of the Unified Development Code outlines the requirements and actions that need to be taken in order to final plat property, specifically, Section 470.130.

PREVIOUS ACTIONS ON OR NEAR THE PROPERTY

1. The property was rezoned from "A" Agricultural District to "C-3" Regional Commercial District in March 2014.

2. The property directly to the south obtained site plan approval for an industrial warehouse development in October 2018. Grading of the property has started.
3. A preliminary plat was initially approved in 2014 and expired March 24, 2019.
4. Dean Avenue extension and right-of-way was approved and recorded in August 2020 and construction has started.

ENGINEERING DIVISION COMMENTS

In its attached memorandum the Engineering Division indicated the proposed final plat complies with the design standards of the City of Raymore and recommends approval of the final plat.

STAFF COMMENTS

1. The current bulk and dimensional standards for the "C-3" Regional Commercial zoning district are as follows:

C-3	
Minimum Lot Area	
per lot	-
per dwelling unit	2,000 sq.ft.
Minimum Lot Width (feet)	100
Minimum Lot Depth (feet)	100
Yards, Minimum (feet)	
front	30
rear	20
side	10
side, abutting residential district	20
Maximum Building Height (feet)	80
Maximum Building Coverage (%)	50

2. The proposed project was shared with the South Metropolitan Fire Protection District. The District had no comments or concerns.
3. There is a 100 foot right of way easement for the extension of Dean Avenue. The street is currently under construction. The proposed plat does not show any conflict with this easement.
4. With Preliminary Plat approval, the property owner(s) may submit construction plans for any required public improvements and commence construction on those improvements.

5. Final Plat and Site Plan approval will be required before the issuance of any building permits on the property.
6. Adequate right-of-way currently exists along North Cass Parkway and Dean Avenue for the future construction of right-turn lanes into the proposed development.
7. There is one significant stream running through the property that is required to be preserved through the City's stream buffer requirements. The proposed plan includes the limits of Zone A FEMA Floodplain
8. No buildings are being proposed at this time.
9. The Transportation Master Plan adopted by the City states that Dean Avenue extends from North Cass Parkway south. The right of way is accounted for on this preliminary plat and construction is underway.
10. Pedestrian safety and connectivity is evaluated as part of the preliminary plat. Five-foot sidewalks will be required with the submittal of a site plan and building layout.
11. If the North Cass Plaza Preliminary and Final Plat are approved by the City, and the Final Plat recorded, then any future subdivision of the two lots will require a replat to be submitted for approval by the City.

STAFF PROPOSED FINDINGS OF FACT

Section 470.130 of the Unified Development Code states that the Planning and Zoning Commission will recommend approval and the City Council will approve the final plat if it finds the final plat:

1. is substantially the same as the approved preliminary plat;

The proposed final plat, including street names and road alignments are substantially the same as the approved preliminary plat.

2. complies with all conditions, restrictions and requirements of this Code and of all other applicable ordinances and design standards of the City; and;

The proposed final plat does comply with all conditions, restrictions and requirements of the Unified Development Code and all other applicable ordinances and design standards for the City.

3. complies with any condition that may have been attached to the approval of the preliminary plat.

There were no conditions attached to the approval of the preliminary plat.

REVIEW OF INFORMATION AND SCHEDULE

<u>Action</u>	<u>Planning Commission</u>	<u>City Council 1st</u>	<u>City Council 2nd</u>
Review	October 20, 2020	October 26, 2020	November 9, 2020

STAFF RECOMMENDATION

Staff recommends that the Planning and Zoning Commission accept the staff proposed findings of fact and forward Case #20020 North Cass Plaza First Final Plat to the City Council with a recommendation of approval, subject to the following conditions:

1. The applicant shall submit construction drawings with coordinating Lot numbers.

City of Raymore
Engineering
Division

Memo

To: Planning and Zoning Commission
From: Michael Krass, Public Works Director
CC: File
Date: October 12, 2020
Re: Final Plat: North Cass Plaza at The Good Ranch

The subject property is located south of Dean Ave and east of Interstate 49. The developer will be making the following improvements to the public facilities.

There are public facilities (water and sanitary sewer) adjacent to or within the property of sufficient size and capacity to serve the site without undue burden to the City of Raymore.

Sanitary Sewer:

The lots will be served by 8 inch sanitary sewer. The sanitary sewer will be connected to the existing sewer in Dean Ave and North Cass Parkway.

Water System:

The site will be served by an 8 and 12 inch water mains. These mains will be connected to existing water mains in Dean Ave and North Cass Parkway.

Transportation System:

This plat will provide various roadway improvements based on the development phase. North Cass Parkway and Foxridge Drive intersection improvements must be configured according to MODOT standards. Foxridge Drive will extend south of the new intersection with North Cass Parkway. Proposed private drive access or intersections will be spaced according to MODOT and City of Raymore standards. No access to North Cass Parkway shall be allowed for Lots 1 or 2 unless northbound left turn movements on to North Cass Parkway are restricted through the use of a median or other permanent traffic inhibitor. No median or other traffic inhibitor shall be placed without approval of the Raymore City Council.

Storm Water Management:

A storm water management plan and report will be submitted that discusses the conveyance of the existing and proposed storm sewer systems with each phase of this plat. Permits will be required from MDNR and the Army Corp of Engineers for any stream or wetland alterations. Floodplain on lot 1 should be contained within a common area tract.

Recommendation:

The Engineering Division reviewed the application and found that the Final Plat for North Cass Plaza at Good Ranch complies with the design standards of the City of Raymore. The Engineering Division recommends approval of this application.

Planning and Zoning Commission

Meeting Minutes Excerpt

October 20, 2020

7. New Business -

b. Case #20020 - North Cass Plaza - Final Plat

Dave Otis, the applicant, gave a brief overview of the final plat stating it was the same as the preliminary plat with nothing further to add..

Katie Jardieu, City Planner, presented the staff report identifying that this was the same as the preliminary plat. Ms. Jardieu also stated that due to previous discussion, the Engineering Memo would be updated to remain consistent.

Ms. Jardieu stated that staff recommends the Planning and Zoning Commission accept the staff proposed findings of fact and forward case #20020 - North Cass Plaza - Final Plat to the City Council with a recommendation of approval subject to the condition of approval.

Motion by Commissioner Bowie, Seconded by Commissioner Urquilla, to accept staff proposed findings of fact of case #20020 North Cass Plaza Final Plat and forward to City Council with a recommendation of approval subject to the applicant submitting construction drawings with coordinating lot numbers.

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: October 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 3582 Authorization of 2020 General Obligation Bond Issue

STRATEGIC PLAN GOAL/STRATEGY

4.3.1: Develop & Implement long-term funding strategies to support City operations

FINANCIAL IMPACT

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

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
11/09/2020	

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

On August 4, 2020 Raymore voters approved the issuance of no tax increase debt to fund \$17,575,000 in street improvements and \$5,930,000 in park improvements. This ordinance calls for the sale of general obligation bonds to fund a portion of those improvements. The bonds will be issued at three different competitive sales. The first is scheduled for November 9, 2020 for a total principal amount of \$9,000,000.

The \$9,000,000 Go Bond Issue will be used for the following. \$7,000,000 in street improvements and \$2,000,000 in park improvements will be done with this issuance.

This issue will be "bank-qualified". "Bank-qualification" is available to all issuers who intend to issue \$10 million or less of tax-exempt securities in any one calendar year. The amount of the 2020 bonds has been set to an amount so that the City qualifies for "bank-qualification".

The 2020 general obligation bonds are expected to be sold via an electronic competitive sale method and Piper, Sandler & Co. will be serving as the City's financial advisor.

ORDINANCE NO. _____

OF

CITY OF RAYMORE, MISSOURI

PASSED

NOVEMBER 9, 2020

AUTHORIZING

**\$9,000,000
GENERAL OBLIGATION BONDS
SERIES 2020**

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BILL 3582

ORDINANCE NO.

"AN ORDINANCE AUTHORIZING AND DIRECTING THE ISSUANCE, SALE AND DELIVERY OF \$9,000,000 PRINCIPAL AMOUNT OF GENERAL OBLIGATION BONDS, SERIES 2020 OF THE CITY OF RAYMORE, MISSOURI, AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS BY THE CITY."

WHEREAS, the City of Raymore, Missouri (the "City"), is a charter city and political subdivision of the State of Missouri, duly created, organized and existing under and by virtue of the Constitution and laws of the State of Missouri; and

WHEREAS, the City is authorized under the General Obligation Bond Law (as defined below), to incur indebtedness and issue and sell general obligation bonds of the City to evidence such indebtedness for lawful purposes, upon obtaining the approval of at least four-sevenths of the qualified electors of the City voting on the question to incur indebtedness at certain municipal, primary or general elections or two-thirds of the qualified electors of the City voting on the question to incur indebtedness at other elections; and

WHEREAS, pursuant to the provisions of the laws of the State of Missouri, the voters of the City, on August 4, 2020 (the "Election"), approved the issuance of \$17,575,000 of general obligation bonds for the purpose of acquiring rights-of-way, and constructing, extending and improving streets and roads within or leading to the City including, without limitation, the (a) redevelopment of the Interstate 49/Highway 58 interchange and widening of Interstate 49 to six lanes to North Cass Parkway, (b) reconstruction of Ward Road from Highway 58 to 163rd Street, (c) construction of and extending Sunset Lane from north of Highway 58 to 163rd Street, and (d) reconstruction of Kurzweil Road from Highway 58 to 155th Street (collectively, the "Street Projects"); and

WHEREAS, pursuant to the provisions of the laws of the State of Missouri, the voters of the City, at the Election, approved the issuance of \$5,930,000 of general obligation bonds for the purpose of acquiring, constructing, improving, renovating and equipping the park and recreation system within the City including, without limitation, the (a) expansion of the Raymore Activity Center to include an additional basketball court, additional classrooms and a yoga/workout studio, (b) adding new amenities to the outdoor event space at the Centerview, and (c) adding new amenities to the Hawk Ridge Park Amphitheater (collectively, the "Parks Projects," the Parks Projects and the Street Projects being the "Projects"); and

WHEREAS, it is hereby found and determined that it is necessary for the City at this time to issue \$7,000,000 of the authorized general obligation bonds for the Street Projects and \$2,000,000 of the authorized general obligation bonds for the Parks Projects (the "Bonds"); and

WHEREAS, as a result of market conditions relating to the sale of the Bonds, the City has determined it necessary and advisable to generate funds from the sale of

certain Bonds which are issued with original issue premium by agreeing to sell the Bonds at an aggregate reoffering price of approximately 10%; and

WHEREAS, the City acknowledges that the interest rates payable on the Bonds which generate original issue premium (the "Premium Bonds") will result in debt service payments that are higher than if the Premium Bonds had been sold at interest rates equal to the yield on each maturity of the Premium Bonds; and

WHEREAS, it is hereby found and determined that it is necessary and advisable and in the best interest of the City and of its inhabitants at this time to authorize the issuance and delivery of said bonds pursuant to the General Obligation Bond Law for the purposes aforesaid as herein provided.

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

ARTICLE I

DEFINITIONS

Section 101. Definitions of Words and Terms. In addition to words and terms defined elsewhere herein, the following words and terms as used in this Ordinance shall have the following meanings:

"Arbitrage Instructions" means the arbitrage investment and rebate instructions included in the City's Federal Tax Certificate, as the same may be amended or supplemented in accordance with the provisions thereof.

"Bond Counsel" means Gilmore & Bell, P.C., Kansas City, Missouri, or other attorneys or firm of attorneys with a nationally recognized standing in the field of municipal bond financing selected by the City.

"Bond Payment Date" means any date on which principal of or interest on any Bond is payable.

"Bond Register" means the books for the registration, transfer and exchange of Bonds kept at the office of the Paying Agent.

"Bondowner" or **"Registered Owner"** means, when used with respect to any Bond, the Person in whose name such Bond is registered on the Bond Register.

"Bonds" means the General Obligation Bonds, Series 2020 authorized and issued by the City pursuant to this Ordinance.

"Business Day" means a day other than a Saturday, Sunday or holiday on which the Paying Agent is scheduled in the normal course of its operations to be open to the public for conduct of its banking operations.

"Cede & Co." means Cede & Co., as nominee name of The Depository Trust Company, New York, New York, or any successor nominee of the Securities Depository with respect to the Bonds.

"Certificate of Final Terms" means the certificate by that name relating to the Bonds and executed by the City and the Purchaser.

"City" means the City of Raymore, Missouri, and any successors or assigns.

"Code" means the Internal Revenue Code of 1986, as amended.

"Debt Service Fund" means the fund by that name referred to in **Section 501** hereof.

"Defaulted Interest" means interest on any Bond payable but not paid on any Interest Payment Date.

"Defeasance Obligations" means any of the following obligations:

(a) United States Government Obligations that are not subject to redemption in advance of their maturity dates;

(b) obligations of any state or political subdivision of any state, the interest on which is excluded from gross income for federal income tax purposes and which meet the following conditions:

(1) the obligations are (i) not subject to redemption prior to maturity or (ii) the trustee for such obligations has been given irrevocable instructions concerning their calling and redemption and the issuer of such obligations has covenanted not to redeem such obligations other than as set forth in such instructions;

(2) the obligations are secured by cash or United States Government Obligations that may be applied only to principal of, premium, if any, and interest payments on such obligations;

(3) such cash and the principal of and interest on such United States Government Obligations (plus any cash in the escrow fund) are sufficient to meet the liabilities of the obligations;

(4) such cash and United States Government Obligations serving as security for the obligations are held in an escrow fund by an escrow agent or a trustee irrevocably in trust; and

(5) such cash and United States Government Obligations are not available to satisfy any other claims, including those against the trustee or escrow agent; or

(c) Cash.

"General Obligation Bond Law" means Article VI, Section 26 of the Constitution of Missouri, 1945, as amended and Section 95.115 et seq., of the Revised Statutes of Missouri, as amended.

"Interest Payment Date" means the Stated Maturity of an installment of interest on any Bond.

"Maturity" means, when used with respect to any Bond, the date on which the principal of such Bond becomes due and payable as therein and herein provided, whether at the Stated Maturity thereof or call for redemption or otherwise.

"Ordinance" means this Ordinance adopted by the governing body of the City, authorizing the issuance of the Bonds, as amended from time to time.

"Outstanding" means, when used with reference to the Bonds, as of any particular date of determination, all Bonds theretofore authenticated and delivered hereunder, except the following Bonds:

(a) Bonds theretofore canceled by the Paying Agent or delivered to the Paying Agent for cancellation;

(b) Bonds deemed to be paid in accordance with the provisions of **Section 701** hereof; and

(c) Bonds in exchange for or in lieu of which other Bonds have been authenticated and delivered hereunder.

"Parks Project" shall mean acquiring, constructing, improving, renovating and equipping the park and recreation system within the City including, without limitation, the (a) expansion of the Raymore Activity Center to include an additional basketball court, additional classrooms and a yoga/workout studio, (b) adding new amenities to the outdoor event space at the Centerview, and (c) adding new amenities to the Hawk Ridge Park Amphitheater.

"Participants" means those financial institutions for whom the Securities Depository effects book-entry transfers and pledges of securities deposited with the Securities Depository, as such listing of Participants exists at the time of such reference.

"Paying Agent" means Security Bank of Kansas City, Kansas City, Kansas, and any successors or assigns.

"Permitted Investments" means any of the following securities, if and to the extent the same are at the time legal for investment of the City's funds:

- (a) United States Government Obligations.
- (b) bonds, notes or other obligations of the State of Missouri, or any political subdivision of the State of Missouri, that at the time of their purchase are rated in either of the two highest rating categories by a nationally recognized rating service.
- (c) repurchase agreements with any bank, bank holding company, savings and loan association, trust company, or other financial institution organized under the laws of the United States or any state, that are continuously and fully secured by any one or more of the securities described in clause (a), (b) or (d) and have a market value at all times at least equal to the principal amount of such repurchase agreement and are held in a custodial or trust account for the benefit of the City.
- (d) obligations of Government National Mortgage Association, the Federal Financing Bank, the Federal Intermediate Credit Corporation, Federal Banks for Cooperatives, Federal Land Banks, Federal Home Loan Banks and Farm Service Agency.
- (e) certificates of deposit or time deposits, whether negotiable or nonnegotiable, issued by any bank or trust company organized under the laws of the United States or any state, provided that such certificates of deposit or time deposits shall be either (1) continuously and fully insured by the Federal Deposit Insurance Corporation, or (2) continuously and fully secured by such securities as are described above in clauses (a) through (d) above, inclusive, which shall have a market value at all times at least equal to the principal amount of such certificates of deposit or time deposits.
- (f) any other securities or investments that are lawful for the investment of moneys held in such funds or accounts under the laws of the State of Missouri.

"Person" means any natural person, corporation, partnership, joint venture, association, firm, joint-stock company, trust, unincorporated organization, or government or any agency or political subdivision thereof or other public body.

"Project" shall mean, collectively, the Street Projects and the Parks Project.

"Project Fund" means the fund by that name referred to in **Section 501**.

"Purchase Price" means the principal amount of the Bonds plus any accrued interest to the delivery date and plus any premium as set forth in the bid of the Purchaser.

"Purchaser" means the original purchaser of the Bonds determined to have provided the best bid in accordance with the public sale of the Bonds.

"Record Date" for the interest payable on the Bonds on any Interest Payment Date means the 15th day (whether or not a Business Day) of the calendar month next preceding such Interest Payment Date.

"Redemption Date" means, when used with respect to any Bond to be redeemed, the date fixed for the redemption of such Bond pursuant to the terms of this Ordinance.

"Redemption Price" means, when used with respect to any Bond to be redeemed, the price at which such Bond is to be redeemed pursuant to the terms of this Ordinance, including the applicable redemption premium, if any, but excluding installments of interest whose Stated Maturity is on or before the Redemption Date.

"Replacement Bonds" means Bonds issued to the beneficial owners of the Bonds in accordance with **Section 209(b)** hereof.

"Securities Depository" means, initially, The Depository Trust Company, New York, New York, and its successors and assigns.

"Special Record Date" means the date fixed by the Paying Agent pursuant to **Section 204** hereof for the payment of Defaulted Interest.

"Stated Maturity" means, when used with respect to any Bond or any installment of interest thereon, the date specified in each Bond as the fixed date on which the principal of such Bond or any installment of interest is due and payable.

"Street Projects" shall mean acquiring rights-of-way, and constructing, extending and improving streets and roads within or leading to the City including, without limitation, the (a) redevelopment of the Interstate 49/Highway 58 interchange and widening of Interstate 49 to six lanes to North Cass Parkway, (b) reconstruction of Ward Road from Highway 58 to 163rd Street, and (d) reconstruction of Kurzweil Road from Highway 58 to 155th Street.

"United States Government Obligations" means bonds, notes, certificates of indebtedness, treasury bills or other securities constituting direct obligations of, or obligations the principal of and interest on which are fully and unconditionally guaranteed as to full and timely payment by, the United States of America, including evidences of a direct ownership interest in future interest or principal payments on obligations issued or guaranteed by the United States of America (including the interest component of obligations of the Resolution Funding Corporation), or securities that represent an undivided interest in such obligations, which obligations are held in a custodial or trust account for the benefit of the City.

ARTICLE II

AUTHORIZATION OF BONDS

Section 201. Authorization of Bonds. There shall be issued and hereby are authorized and directed to be issued the General Obligation Bonds, Series 2020 of the City in a principal amount of \$9,000,000 (the "Bonds"); \$7,000,000 for the purpose of financing a portion of the costs of the Street Projects and paying costs related to the issuance of the Bonds, and \$2,000,000 for the purpose of financing a portion of the costs of the Parks Projects and paying costs related to the issuance of the Bonds.

Section 202. Description of Bonds. The Bonds shall consist of fully registered bonds without coupons, numbered from R-1 upward in order of issuance, and shall be issued in denominations of \$5,000 or any integral multiple thereof. The Bonds shall be substantially in the form set forth in **Exhibit A** attached hereto, and shall be subject to registration, transfer and exchange as provided in **Section 205** hereof. All of the Bonds shall be dated their date of delivery, shall become due on March 1 in the years and in the amounts on the Stated Maturities, subject to redemption and payment prior to their Stated Maturities as provided in **Article III** herein, and shall be interest at the respective rates per annum, subject to the following:

Serial Bonds

<u>Stated Maturity</u> <u>March 1</u>	<u>Principal Amount</u>	<u>Annual Rate of Interest</u>
2033	\$950,000	%
2034	975,000	
2035	1,005,000	
2036	1,035,000	
2037	1,065,000	
2038	1,285,000	
2039	1,325,000	
2040	1,360,000	

The Bonds shall bear interest at the above-specified rates (computed on the basis of a 360-day year of twelve 30-day months) from the date thereof or from the most recent Interest Payment Date to which interest has been paid or duly provided for, payable semiannually on March 1 and September 1 in each year, beginning on March 1, 2021.

Each of the Bonds, as originally issued or issued upon transfer, exchange or substitution, shall be in substantially the form set forth in **Exhibit A** attached hereto.

Section 203. Designation of Paying Agent. Security Bank of Kansas City, Kansas City, Kansas is hereby designated as the City's paying agent for the payment of principal of and interest on the Bonds and bond registrar with respect to the registration, transfer and exchange of Bonds (the "Paying Agent").

The City will at all times maintain a Paying Agent meeting the qualifications herein described for the performance of the duties hereunder. The City reserves the right to appoint a successor Paying Agent by (1) filing with the Paying Agent then performing such function a certified copy of the proceedings giving notice of the termination of such Paying Agent and appointing a successor, and (2) causing notice of the appointment of the successor Paying Agent to be given by first class mail to each Bondowner. The Paying Agent may resign upon giving written notice by first class mail to the City and the Registered Owners not less than 60 days prior to the date such resignation is to take effect. No resignation or removal of the Paying Agent shall become effective until a successor acceptable to the City has been appointed and has accepted the duties of Paying Agent.

Every Paying Agent appointed hereunder shall at all times be a commercial banking association or corporation or trust company authorized to do business in the State of Missouri, organized and doing business under the laws of the United States of America or of the State of Missouri, authorized under such laws to exercise trust powers and subject to supervision or examination by federal or state regulatory authority.

Section 204. Method and Place of Payment of Bonds. The principal or Redemption Price and interest on the Bonds shall be payable in any coin or currency of the United States of America that, on the respective dates of payment thereof, is legal tender for the payment of public and private debts.

The principal or Redemption Price of each Bond shall be paid at Maturity by check or draft to the Person in whose name such Bond is registered on the Bond Register at the Maturity thereof, upon presentation and surrender of such Bond at the payment office of the Paying Agent.

The interest payable on each Bond on any Interest Payment Date shall be paid to the Registered Owner of such Bond as shown on the Bond Register at the close of business on the Record Date for such interest by (a) check or draft mailed by the Paying Agent to the address of such Registered Owner shown on the Bond Register, or (b) in the case of an interest payment to (i) the Securities Depository, or (ii) any Registered Owner of \$500,000 or more in aggregate principal amount of Bonds, by electronic transfer to such Registered Owner upon written notice signed by such Registered Owner given to the Paying Agent by such Registered Owner, not less than 5 days prior to the Record Date for such interest, containing the electronic transfer instructions including the bank (which shall be in the continental United States), ABA routing number and account name and account number to which such Registered Owner wishes to have such transfer directed.

Notwithstanding the foregoing provisions of this Section, any Defaulted Interest with respect to any Bond shall cease to be payable to the Registered Owner of such Bond on the relevant Record Date and shall be payable to the Registered Owner in whose name such Bond is registered at the close of business on the Special Record Date for the payment of such Defaulted Interest, which Special Record Date shall be fixed as hereinafter specified in this paragraph. The City shall notify the Paying Agent in writing of the amount of Defaulted Interest proposed to be paid on each Bond and the date of the proposed payment (which date shall be at least 30 days after receipt of such notice by the Paying Agent) and shall deposit with the Paying Agent at the time of such notice an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Paying Agent for such deposit prior to the date of the proposed payment. Following receipt of such funds the Paying Agent shall fix a Special Record Date for the payment of such Defaulted Interest that shall be not more than 15 nor less than 10 days prior to the date of the proposed payment. The Paying Agent shall promptly notify the City of such Special Record Date and, in the name and at the expense of the City, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, by first class mail, postage prepaid, to each Registered Owner of a Bond entitled to such notice at the address of such Registered Owner as it appears on the Bond Register not less than 10 days prior to such Special Record Date.

Section 205. Registration, Transfer and Exchange of Bonds. The City covenants that, as long as any of the Bonds remain Outstanding, it will cause the Bond Register to be kept at the office of the Paying Agent as herein provided. Each Bond when issued shall be registered in the name of the owner thereof on the Bond Register.

Bonds may be transferred and exchanged only on the Bond Register as provided in this Section. Upon surrender of any Bond at the payment office of the Paying Agent, the Paying Agent shall transfer or exchange such Bond for a new Bond or Bonds in any authorized denomination of the same Stated Maturity and in the same aggregate principal amount as the Bond that was presented for transfer or exchange. Bonds presented for transfer or exchange shall be accompanied by a written instrument or instruments of transfer or authorization for exchange, in a form and with guarantee of signature satisfactory to the Paying Agent, duly executed by the Registered Owner thereof or by the Registered Owner's duly authorized agent.

In all cases in which the privilege of transferring or exchanging Bonds is exercised, the Paying Agent shall authenticate and deliver Bonds in accordance with the provisions of this Ordinance. The City shall pay the fees and expenses of the Paying Agent for the registration, transfer and exchange of Bonds provided for by this Ordinance and the cost of printing a reasonable supply of registered bond blanks. Any additional costs or fees that might be incurred in the secondary market, other than fees and expenses of the Paying Agent, are the responsibility of the Registered Owners of the Bonds. In the event any Registered Owner fails to provide a correct taxpayer identification number to the Paying Agent, the Paying

Agent may make a charge against such Registered Owner sufficient to pay any governmental charge required to be paid as a result of such failure. In compliance with Section 3406 of the Code, such amount may be deducted by the Paying Agent from amounts otherwise payable to such Registered Owner hereunder or under the Bonds.

The City and the Paying Agent shall not be required (a) to register the transfer or exchange of any Bond that has been called for redemption after notice of such redemption has been mailed by the Paying Agent pursuant to **Section 303** hereof and during the period of 15 days next preceding the date of mailing of such notice of redemption; or (b) to register the transfer or exchange of any Bond during a period beginning at the opening of business on the day after receiving written notice from the City of its intent to pay Defaulted Interest and ending at the close of business on the date fixed for the payment of Defaulted Interest pursuant to **Section 204** hereof.

The City and the Paying Agent may deem and treat the Person in whose name any Bond is registered on the Bond Register as the absolute owner of such Bond, whether such Bond is overdue or not, for the purpose of receiving payment of, or on account of, said Bond and for all other purposes. All payments so made to any such Registered Owner or upon the Registered Owner's order shall be valid and effective to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the City nor the Paying Agent shall be affected by any notice to the contrary.

At reasonable times and under reasonable regulations established by the Paying Agent, the Bond Register may be inspected and copied by the Registered Owners of 10% or more in principal amount of the Bonds then Outstanding or any designated representative of such Registered Owners whose authority is evidenced to the satisfaction of the Paying Agent.

Section 206. Execution, Registration, Authentication and Delivery of Bonds. Each of the Bonds, including any Bonds issued in exchange or as substitutions for the Bonds initially delivered, shall be signed by the manual or facsimile signature of the Mayor and attested by the manual or facsimile signature of the City Clerk and shall have the official seal of the City affixed or imprinted thereon. In case any officer whose signature appears on any Bond ceases to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes, as if such person had remained in office until delivery. Any Bond may be signed by such persons who at the actual time of the execution of such Bond are the proper officers to sign such Bond although at the date of such Bond such persons may not have been such officers.

The Mayor and City Clerk are hereby authorized and directed to prepare and execute the Bonds in the manner herein specified, and, when duly executed and registered, to deliver the Bonds to the Paying Agent for authentication.

The Bonds shall have endorsed thereon a certificate of authentication substantially in the form set forth in **Exhibit A** attached hereto, which shall be manually executed by an authorized officer or employee of the Paying Agent, but it shall not be necessary that the same officer or employee sign the certificate of authentication on all of the Bonds that may be issued hereunder at any one time. No Bond shall be entitled to any security or benefit under this Ordinance or be valid or obligatory for any purpose unless and until such certificate of authentication has been duly executed by the Paying Agent. Such executed certificate of authentication upon any Bond shall be conclusive evidence that such Bond has been duly authenticated and delivered under this Ordinance. Upon authentication, the Paying Agent shall deliver the Bonds to or upon the order of the Purchaser upon payment of the purchase price of the Bonds plus accrued interest thereon to the date of their delivery.

Section 207. Mutilated, Destroyed, Lost and Stolen Bonds. If (a) any mutilated Bond is surrendered to the Paying Agent or the Paying Agent receives evidence to its satisfaction of the destruction, loss or theft of any Bond, and (b) there is delivered to the Paying Agent such security or indemnity as may be required by the Paying Agent, then, in the absence of notice to the Paying Agent that such Bond has been acquired by a bona fide purchaser, the City shall execute and the Paying Agent shall authenticate and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Bond, a new Bond of the same Stated Maturity and of like tenor and principal amount.

If any such mutilated, destroyed, lost or stolen Bond has become or is about to become due and payable, the Paying Agent, in its discretion, may pay such Bond instead of delivering a new Bond.

Upon the issuance of any new Bond under this Section, the City may require the payment by the Registered Owner of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of the Paying Agent) connected therewith.

Every new Bond issued pursuant to this Section shall constitute a replacement of the prior obligation of the City, and shall be entitled to all the benefits of this Ordinance equally and ratably with all other Outstanding Bonds.

Section 208. Cancellation and Destruction of Bonds Upon Payment. All Bonds that have been paid or redeemed or that otherwise have been surrendered to the Paying Agent, either at or before Maturity, shall be canceled by the Paying Agent promptly upon the payment, redemption and surrender thereof to the Paying Agent and subsequently destroyed in accordance with the customary practices of the Paying Agent. The Paying Agent shall execute a certificate describing the Bonds so canceled and destroyed and shall file an executed counterpart of such certificate with the City.

Section 209. Book-Entry Bonds; Securities Depository.

(a) The Bonds shall initially be registered to Cede & Co., the nominee for the Securities Depository, and no beneficial owner will receive certificates representing their respective interest in the Bonds, except in the event the Paying Agent issues Replacement Bonds as provided in subsection (b) hereof. It is anticipated that during the term of the Bonds, the Securities Depository will make book-entry transfers among its Participants and receive and transmit payment of principal of, premium, if any, and interest on, the Bonds to the Participants until and unless the Paying Agent authenticates and delivers Replacement Bonds to the beneficial owners as described in subsection (b).

(b) (1) If the City determines (A) that the Securities Depository is unable to properly discharge its responsibilities, or (B) that the Securities Depository is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, or (C) that the continuation of a book-entry system to the exclusion of any Bonds being issued to any Bondowner other than Cede & Co. is no longer in the best interests of the beneficial owners of the Bonds, or (2) if the Paying Agent receives written notice from Participants having interests in not less than 50% of the Bonds Outstanding, as shown on the records of the Securities Depository (and certified to such effect by the Securities Depository), that the continuation of a book-entry system to the exclusion of any Bonds being issued to any Bondowner other than Cede & Co. is no longer in the best interests of the beneficial owners of the Bonds, then the Paying Agent, in accordance with the operational arrangements of the Securities Depository, shall notify the Bondowners of such determination or such notice and of the availability of certificates to Owners requesting the same, and the Paying Agent shall register in the name of and authenticate and deliver Replacement Bonds to the beneficial owners or their nominees in principal amounts representing the interest of each, making such adjustments as it may find necessary or appropriate as to accrued interest and previous calls for redemption; provided, that in the case of a determination under (1)(A) or (1)(B) of this subsection (b), the City, with the consent of the Paying Agent, may select a successor securities depository in accordance with **Section 209(c)** hereof to effect book-entry transfers. In such event, all references to the Securities Depository herein shall relate to the period of time when the Securities Depository or its nominee is the registered owner of at least one Bond. Upon the issuance of Replacement Bonds, all references herein to obligations imposed upon or to be performed by the Securities Depository shall be deemed to be imposed upon and performed by the Paying Agent, to the extent applicable with respect to such Replacement Bonds. If the Securities Depository resigns and the City, the Paying Agent or Bondowners are unable to locate a qualified successor of the Securities Depository in accordance with **Section 209(c)** hereof, then the Paying Agent shall authenticate and cause delivery of Replacement Bonds to Bondowners, as provided herein. The Paying Agent may rely on information from the Securities Depository and its Participants as to the names of, addresses for and principal amounts held by the beneficial owners of the Bonds. The cost of mailing notices, printing, registration, authentication, and delivery of Replacement Bonds shall be paid for by the City.

(c) In the event the Securities Depository resigns, is unable to properly discharge its responsibilities, or is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, the City may appoint a successor Securities Depository provided the Paying Agent receives written evidence satisfactory to the Paying Agent with respect to the ability of the successor Securities Depository to discharge its responsibilities. Any such successor Securities Depository shall be a securities depository that is a registered clearing agency under the Securities and Exchange Act of 1934, as amended, or other applicable statute or regulation that operates a securities depository upon reasonable and customary terms. The Paying Agent upon its receipt of a Bond or Bonds for cancellation shall cause the delivery of Bonds to the successor Securities Depository in appropriate denominations and form as provided herein.

Section 210. Preliminary Official Statement and Final Official Statement. The Preliminary Official Statement, in the form on file with the City and attached hereto as **Exhibit B**, is hereby ratified and approved and the Final Official Statement is hereby authorized and approved by supplementing, amending and completing the Preliminary Official Statement, with such changes and additions thereto as are necessary to conform to and describe the transactions related to the issuance of the Bonds. The Mayor is hereby authorized to execute the Final Official Statement as so supplemented, amended and completed, and the use and public distribution of the Final Official Statement by the Purchaser in connection with the reoffering of the Bonds is hereby authorized. The proper officials of the City are hereby authorized to execute and deliver a certificate pertaining to such Final Official Statement as prescribed therein, dated as of the date of payment for and delivery of the Bonds.

For the purpose of enabling the Purchaser to comply with the requirements of Rule 15c2-12(b)(1) of the Securities and Exchange Commission, the City hereby deems the information regarding the City contained in the Preliminary Official Statement to be "final" as of its date, except for the omission of such information as is permitted by Rule 15c2-12(b)(1), and the appropriate officers of the City are hereby authorized, if requested, to provide the Purchaser a letter or certification to such effect and to take such other actions or execute such other documents as such officers in their reasonable judgment deem necessary to enable the Purchaser to comply with the requirement of such rule.

The City agrees to provide to the Purchaser within seven business days of the date of the sale of Bonds sufficient copies of the Final Official Statement to enable the Purchaser to comply with the requirements of Rule 15c2-12(b)(4) of the Securities and Exchange Commission and with the requirements of Rule G-32 of the Municipal Securities Rulemaking Board.

Section 211. Sale of Bonds. The Bonds shall be sold at public sale to the Purchaser whose bid is in compliance with **Section 202** hereof and the Notice of Sale circulated for the sale of the Bonds and attached hereto as **Exhibit C**, is not otherwise rejected by the City in accordance with the provisions of the Notice of

Sale, and will result in the lowest "true interest cost" as provided in the Notice of Sale, but excluding any interest accrued to the date of delivery. The Bonds shall be sold to the Purchaser at the Purchase Price set forth in the winning bid, as such Purchase Price may be adjusted in connection with issue sizing adjustments made in accordance with the terms of the Notice of Sale. The Mayor is authorized to accept the Purchaser's winning bid and to execute a Certificate of Final Terms for and on behalf of and as the act and deed of the City, such officer's signature thereon being conclusive evidence of such official's and the City's approval thereof. Delivery of the Bonds shall be made to the Purchaser as soon as practicable after the adoption of this Ordinance and the acceptance of the Purchaser's bid, upon payment therefor in accordance with the terms of sale.

ARTICLE III

OPTIONAL REDEMPTION OF BONDS

Section 301. Optional and Mandatory Redemption of Bonds.

(a) *Optional Redemption.* At the option of the City, the Bonds may be called for redemption and payment prior to maturity not later than March 1, 2028 and thereafter, in whole or in part at any time, at the Redemption Price of 100% of the principal amount thereof, plus accrued interest thereon to the Redemption Date.

(b) *Mandatory Redemption.* The Bonds maturing March 1, _____ (the "Term Bonds") shall be subject to mandatory redemption and payment prior to Stated Maturity pursuant to the mandatory redemption requirements of this Section at a Redemption Price equal to 100% of the principal amount thereof, plus accrued interest thereon to the Redemption Date, on the dates and in the amounts as follows:

Term Bonds Maturing on March 1, _____

Year	<u>Principal Amount</u>
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At its option, to be exercised on or before the 35th day next preceding any mandatory Redemption Date, the City may: (1) deliver to the Paying Agent for cancellation Term Bonds in any aggregate principal amount desired; or (2) furnish the Paying Agent funds, together with appropriate instructions, for the purpose of purchasing any Term Bonds from any Registered Owner thereof whereupon the Paying Agent shall expend such funds for such purpose to such extent as may be practical; or (3) receive a credit with respect to the mandatory redemption

obligation of the City under this Section for any Term Bonds which, prior to such date, have been redeemed (other than through the operation of the mandatory redemption requirements of this subsection (b)) and cancelled by the Paying Agent and not theretofore applied as a credit against any redemption obligation under this subsection (b). Each Term Bond so delivered or previously purchased or redeemed shall be credited at 100% of the principal amount thereof on the obligation of the City to redeem Term Bonds of the same Stated Maturity on such mandatory Redemption Date, and any excess of such amount shall be credited on future mandatory redemption obligations for Term Bonds of the same Stated Maturity in chronological order, and the principal amount of Term Bonds of the same Stated Maturity to be redeemed by operation of the requirements of this Section shall be accordingly reduced. If the City intends to exercise any option granted by the provisions of clauses (1), (2) or (3) above, the City will, on or before the 35th day next preceding each mandatory Redemption Date, furnish the Paying Agent a written certificate indicating to what extent the provisions of said clauses (1), (2) and (3) are to be complied with respect to such mandatory redemption payment and the Term Bonds to be cancelled.

Section 302. Selection of Bonds to Be Redeemed.

(a) The Paying Agent shall call Bonds for redemption and payment and shall give notice of such redemption as herein provided upon receipt by the Paying Agent at least 35 days prior to the Redemption Date of written instructions of the City specifying the principal amount, Stated Maturities, Redemption Date and Redemption Prices of the Bonds to be called for redemption. If the Bonds are refunded more than 90 days in advance of such Redemption Date, any escrow agreement entered into by the City in connection with such refunding shall provide that such written instructions to the Paying Agent shall be given by or on behalf of the City not more than 90 days prior to the Redemption Date. The Paying Agent may in its discretion waive such notice period so long as the notice requirements set forth in **Section 303** are met. The foregoing provisions of this paragraph shall not apply to the mandatory redemption of Bonds hereunder, and Bonds shall be called by the Paying Agent for redemption pursuant to such mandatory redemption requirements without the necessity of any action by the City and whether or not the Paying Agent shall hold moneys available and sufficient to effect the required redemption.

(b) Bonds shall be redeemed only in the principal amount of \$5,000 or any integral multiple thereof. When less than all of the Outstanding Bonds are to be redeemed, such Bonds shall be redeemed from Stated Maturities selected by the City, and Bonds of less than a full Stated Maturity shall be selected by the Paying Agent in \$5,000 units of principal amount by lot or in such other equitable manner as the Paying Agent may determine.

(c) In the case of a partial redemption of Bonds when Bonds of denominations greater than \$5,000 are then Outstanding, then for all purposes in connection with such redemption each \$5,000 of face value shall be treated as though it were a separate Bond of the denomination of \$5,000. If it is determined

that one or more, but not all, of the \$5,000 units of face value represented by any Bond are selected for redemption, then upon notice of intention to redeem such \$5,000 unit or units, the Registered Owner of such Bond or the Registered Owner's duly authorized agent shall present and surrender such Bond to the Paying Agent (1) for payment of the Redemption Price and any accrued interest to the Redemption Date of such \$5,000 unit or units of face value called for redemption, and (2) for exchange, without charge to the Registered Owner thereof, for a new Bond or Bonds of the aggregate principal amount of the unredeemed portion of the principal amount of such Bond. If the Registered Owner of any such Bond fails to present such Bond to the Paying Agent for payment and exchange as aforesaid, such Bond shall, nevertheless, become due and payable on the redemption date to the extent of the \$5,000 unit or units of face value called for redemption (and to that extent only).

Section 303. Notice and Effect of Call for Redemption. Unless waived by any Registered Owner of Bonds to be redeemed, official notice of any redemption shall be given by the Paying Agent on behalf of the City by mailing a copy of an official redemption notice by first class mail at least 20 days prior to the Redemption Date to the Purchaser of the Bonds and each Registered Owner of the Bond or Bonds to be redeemed at the address shown on the Bond Register.

All official notices of redemption shall be dated and shall contain the following information:

- (a) the Redemption Date;
- (b) the Redemption Price;
- (c) if less than all Outstanding Bonds of a maturity are to be redeemed, the identification (such identification to include interest rates, maturities, CUSIP numbers and such additional information as the Paying Agent may reasonably determine) of the Bonds to be redeemed;
- (d) a statement that on the Redemption Date the Redemption Price will become due and payable upon each such Bond or portion thereof called for redemption and that interest thereon shall cease to accrue from and after the Redemption Date; and
- (e) the place where such Bonds are to be surrendered for payment of the Redemption Price, which shall be the payment office of the Paying Agent.

The failure of any Registered Owner to receive notice given as heretofore provided or any defect therein shall not invalidate any redemption.

Prior to any Redemption Date, the City shall deposit with the Paying Agent an amount of money sufficient to pay the Redemption Price of all the Bonds or portions of Bonds that are to be redeemed on that date.

Official notice of redemption having been given as aforesaid, the Bonds or portions of Bonds to be redeemed shall become due and payable on the Redemption Date, at the Redemption Price therein specified, and from and after the Redemption Date (unless the City defaults in the payment of the Redemption Price) such Bonds or portion of Bonds shall cease to bear interest. Upon surrender of such Bonds for redemption in accordance with such notice, the Redemption Price of such Bonds shall be paid by the Paying Agent. Installments of interest due on or prior to the Redemption Date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Bond, there shall be prepared for the Registered Owner a new Bond or Bonds of the same Stated Maturity in the amount of the unpaid principal as provided herein. All Bonds that have been surrendered for redemption shall be canceled and destroyed by the Paying Agent as provided herein and shall not be reissued.

In addition to the foregoing notice, further notice shall be given by the Paying Agent on behalf of the City as set out below, but no defect in said further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if official notice thereof is given as above prescribed.

(a) Each further notice of redemption given hereunder shall contain the information required above for an official notice of redemption plus (1) the CUSIP numbers of all Bonds being redeemed; (2) the date of issue of the Bonds as originally issued; (3) the rate of interest borne by each Bond being redeemed; (4) the maturity date of each Bond being redeemed; and (5) any other descriptive information needed to identify accurately the Bonds being redeemed.

(b) Each further notice of redemption shall be sent at least one day before the mailing of notice to Bondowners by first class, registered or certified mail or overnight delivery, as determined by the Paying Agent, to all registered securities depositories then in the business of holding substantial amounts of obligations of types comprising the Bonds and to one or more national information services that disseminate notices of redemption of obligations such as the Bonds.

(c) Each check or other transfer of funds issued for the payment of the Redemption Price of Bonds being redeemed shall bear or have enclosed the CUSIP number of the Bonds being redeemed with the proceeds of such check or other transfer.

The Paying Agent is also directed to comply with any mandatory standards then in effect for processing redemptions of municipal securities established by the Securities and Exchange Commission. Failure to comply with such standards shall not affect or invalidate the redemption of any Bond.

For so long as the Securities Depository is effecting book-entry transfers of the Bonds, the Paying Agent shall provide the notices specified in this Section to the Securities Depository. It is expected that the Securities Depository shall, in turn, notify its Participants and that the Participants, in turn, will notify or cause to be notified the beneficial owners. Any failure on the part of the Securities Depository or a Participant, or failure on the part of a nominee of a beneficial owner of a Bond (having been mailed notice from the Paying Agent, the Securities Depository, a Participant or otherwise) to notify the beneficial owner of the Bond so affected, shall not affect the validity of the redemption of such Bond.

ARTICLE IV

SECURITY FOR AND PAYMENT OF BONDS

Section 401. Security for the Bonds. The Bonds shall be general obligations of the City payable from ad valorem taxes that may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the City. The full faith, credit and resources of the City are hereby irrevocably pledged for the prompt payment of the Bonds as the same become due.

Section 402. Levy and Collection of Annual Tax. For the purpose of providing for the payment of the Bonds as the same become due, there is hereby levied upon all of the taxable tangible property within the City a direct annual tax sufficient to produce the amounts necessary for the payment of the Bonds as the same become due and payable in each year.

The taxes referred to above shall be extended upon the tax rolls in each of the several years, respectively, and shall be levied and collected at the same time and in the same manner as the other ad valorem taxes of the City are levied and collected. The proceeds derived from said taxes shall be deposited in the Debt Service Fund, shall be kept separate and apart from all other funds of the City and shall be used for the payment of the Bonds as and when the same become due and the fees and expenses of the Paying Agent.

If at any time said taxes are not collected in time to pay the Bonds when due, the Finance Officer is hereby authorized and directed to pay said Bonds out of the general funds of the City and to reimburse said general funds for money so expended when said taxes are collected.

ARTICLE V

ESTABLISHMENT OF FUNDS; DEPOSIT AND APPLICATION OF MONEYS

Section 501. Establishment of Funds. There have been or shall be established in the treasury of the City and shall be held and administered by the Finance Officer of the City the following separate funds:

- (a) Project Fund, with a subaccount for the Parks Project and the Street Project.
- (b) Debt Service Fund.

Section 502. Deposit of Bond Proceeds. The net proceeds received from the sale of the Bonds shall be deposited simultaneously with the delivery of the Bonds in the Project Fund and designated for the Parks Project and the Streets Project.

Section 503. Application of Moneys in Debt Service Fund. All amounts paid and credited to the Debt Service Fund shall be expended and used by the City for the purpose of paying the Bonds as and when the same become due and the usual and customary fees and expenses of the Paying Agent. The Finance Officer is authorized and directed to withdraw from the Debt Service Fund sums sufficient to pay the Bonds and the fees and expenses of the Paying Agent as and when the same become due, and to forward such sums to the Paying Agent in a manner that ensures that the Paying Agent will receive immediately available funds in such amounts on or before the Business Day immediately preceding the dates when such principal, interest and fees of the Paying Agent will become due. If, through the lapse of time or otherwise, the Registered Owners of Bonds are no longer entitled to enforce payment of the Bonds or the interest thereon, the Paying Agent shall return said funds to the City. All moneys deposited with the Paying Agent shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Ordinance and shall be held in trust by the Paying Agent for the benefit of the Registered Owners of the Bonds entitled to payment from such moneys.

Any moneys or investments remaining in the Debt Service Fund after the retirement of the indebtedness for which the Bonds were issued and all other indebtedness of the City shall be transferred and paid into the general fund of the City or as otherwise required by law.

Section 504. Deposits and Investment of Moneys. Moneys in each of the funds created by and referred to in this Ordinance shall be deposited in a bank or banks or other legally permitted financial institutions authorized to do business in the State of Missouri that are members of the Federal Deposit Insurance Corporation. All such deposits shall be continuously and adequately secured by the financial institutions holding such deposits as provided by the laws of the State of Missouri. All moneys held in the funds created by this Ordinance shall be kept separate and apart from all other funds of the City so that there shall be no commingling of such funds with any other funds of the City.

Moneys held in any fund referred to in this Ordinance may be invested by the Finance Officer at the direction of the City Council, in accordance with this Ordinance and the Arbitrage Instructions, in Permitted Investments; provided, however, that no such investment shall be made for a period extending longer than to the date when the moneys invested may be needed for the purpose for which

such fund was created. All earnings on any investments held in any fund shall accrue to and become a part of such fund.

Section 505. Nonpresentment of Bonds. If any Bond is not presented for payment when due, if funds sufficient to pay such Bond have been made available to the Paying Agent, all liability of the City to the Registered Owner thereof for the payment of such Bond shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the Registered Owner of such Bond, who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Ordinance or on, or with respect to, said Bond. If any Bond is not presented for payment within one year following the date when such Bond becomes due at Maturity, the Paying Agent shall repay to the City without liability for interest thereon the funds theretofore held by it for payment of such Bond, and such Bond shall, subject to the defense of any applicable statute of limitation, thereafter be an unsecured obligation of the City, and the Registered Owner thereof shall be entitled to look only to the City for payment, and then only to the extent of the amount so repaid to it by the Paying Agent, and the City or the Paying Agent shall not be liable for any interest thereon and shall not be regarded as a trustee of such money.

Section 506. Payments Due on Saturdays, Sundays and Holidays. In any case where a Bond Payment Date is not a Business Day, then payment of principal, Redemption Price or interest need not be made on such Bond Payment Date but may be made on the next succeeding Business Day with the same force and effect as if made on such Bond Payment Date, and no interest shall accrue for the period after such Bond Payment Date.

Section 507. Application of Moneys in the Project Fund. Moneys in the Project Fund shall be used by the City solely for the purpose of paying the costs of the Projects for which the Bonds have been voted and authorized, in accordance with the plans and specifications therefor prepared by the City's architects or engineers heretofore approved by the City Council and on file in the office of the City Clerk, including any alterations in or amendments to said plans and specifications deemed advisable and approved by the City, and paying the costs and expenses of issuing the Bonds.

The Finance Officer shall make withdrawals from the Project Fund only upon duly authorized and executed order of the City Council therefor for a purpose within the scope of this Ordinance. Upon completion of the purpose for which the Bonds have been issued, any surplus remaining in the Project Fund shall be transferred to and deposited in the Debt Service Fund.

ARTICLE VI

REMEDIES

Section 601. Remedies. The provisions of this Ordinance, including the covenants and agreements herein contained, shall constitute a contract between the City and the Registered Owners of the Bonds, and the Registered Owner or Owners of not less than 10% in principal amount of the Bonds at the time Outstanding shall have the right for the equal benefit and protection of all Registered Owners of Bonds similarly situated:

(a) by mandamus or other suit, action or proceedings at law or in equity to enforce the rights of such Registered Owner or Owners against the City and its officers, agents and employees, and to require and compel duties and obligations required by the provisions of this Ordinance or by the constitution and laws of the State of Missouri;

(b) by suit, action or other proceedings in equity or at law to require the City, its officers, agents and employees to account as if they were the trustees of an express trust; and

(c) by suit, action or other proceedings in equity or at law to enjoin any acts or things that may be unlawful or in violation of the rights of the Registered Owners of the Bonds.

Section 602. Limitation on Rights of Bondowners. The covenants and agreements of the City contained herein and in the Bonds shall be for the equal benefit, protection and security of the legal owners of any or all of the Bonds. All of the Bonds shall be of equal rank and without preference or priority of one Bond over any other Bond in the application of the funds herein pledged to the payment of the Bonds, or otherwise, except as to rate of interest, or date of Maturity or right of prior redemption as provided in this Ordinance. No one or more Bondowners secured hereby shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the security granted and provided for herein, or to enforce any right hereunder, except in the manner herein provided, and all proceedings at law or in equity shall be instituted, had and maintained for the equal benefit of all Registered Owners of such Outstanding Bonds.

Section 603. Remedies Cumulative. No remedy conferred herein upon the Bondowners is intended to be exclusive of any other remedy, but each such remedy shall be cumulative and in addition to every other remedy and may be exercised without exhausting and without regard to any other remedy conferred herein. No waiver of any default or breach of duty or contract by the Registered Owner of any Bond shall extend to or affect any subsequent default or breach of duty or contract or shall impair any rights or remedies consequent thereon. No delay or omission of any Bondowner to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein. Every substantive right and

every remedy conferred upon the Registered Owners of the Bonds by this Ordinance may be enforced and exercised from time to time and as often as may be deemed expedient. If any suit, action or proceedings taken by any Bondowner on account of any default or to enforce any right or exercise any remedy has been discontinued or abandoned for any reason, or has been determined adversely to such Bondowner, then, and in every such case, the City and the Registered Owners of the Bonds shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of the Bondowners shall continue as if no such suit, action or other proceedings had been brought or taken.

ARTICLE VII

DEFEASANCE

Section 701. Defeasance. When any or all of the Bonds or scheduled interest payments thereon have been paid and discharged, then the requirements contained in this Ordinance and the pledge of the City's faith and credit hereunder and all other rights granted hereby shall terminate with respect to the Bonds or scheduled interest payments thereon so paid and discharged. Bonds or scheduled interest payments thereon shall be deemed to have been paid and discharged within the meaning of this Ordinance if there has been deposited with the Paying Agent, or other commercial bank or trust company authorized to do business in the State of Missouri and having full trust powers, at or prior to the Stated Maturity or Redemption Date of said Bonds or the interest payments thereon, in trust for and irrevocably appropriated thereto, moneys and/or Defeasance Obligations that, together with the interest to be earned on any such Defeasance Obligations, will be sufficient for the payment of the Bonds to the Stated Maturity or Redemption Date, or if default in such payment has occurred on such date, then to the date of the tender of such payments; provided, however, that if any such Bonds are to be redeemed prior to their Stated Maturity, (1) the City has elected to redeem such Bonds, and (2) either notice of such redemption has been given, or the City has given irrevocable instructions, or shall have provided for an escrow agent to give irrevocable instructions, to the Paying Agent to give such notice of redemption in compliance with **Section 303** of this Ordinance. Any money and Defeasance Obligations that at any time shall be deposited with the Paying Agent or other commercial bank or trust company by or on behalf of the City, for the purpose of paying and discharging any of the Bonds, shall be and are hereby assigned, transferred and set over to the Paying Agent or other bank or trust company in trust for the respective Registered Owners of the Bonds, and such moneys shall be and are hereby irrevocably appropriated to the payment and discharge thereof. All money and Defeasance Obligations deposited with the Paying Agent or other bank or trust company shall be deemed to be deposited in accordance with and subject to all of the provisions of this Ordinance.

ARTICLE VIII

MISCELLANEOUS PROVISIONS

Section 801. Tax Covenants.

(a) The City covenants and agrees that (1) it will comply with all applicable provisions of the Code, including Sections 103 and 141 through 150, necessary to maintain the exclusion from federal gross income of the interest on the Bonds, and (2) it will not use or permit the use of any proceeds of Bonds or any other funds of the City, nor take or permit any other action, or fail to take any action, that would adversely affect the exclusion from federal gross income of the interest on the Bonds. The City will also adopt such other ordinances or resolutions and take such other actions as may be necessary to comply with the Code and with other applicable future law, in order to ensure that the interest on the Bonds will remain excluded from federal gross income, to the extent any such actions can be taken by the City.

(b) The City covenants and agrees that (1) it will use the proceeds of the Bonds as soon as practicable and with all reasonable dispatch for the purposes for which the Bonds are issued, and (2) it will not invest or directly or indirectly use or permit the use of any proceeds of the Bonds or any other funds of the City in any manner, or take or omit to take any action, that would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148(a) of the Code.

(c) The City covenants and agrees that it will pay or provide for the payment from time to time of all rebatable arbitrage to the United States pursuant to Section 148(f) of the Code and the Arbitrage Instructions. This covenant shall survive payment in full or defeasance of the Bonds. The Arbitrage Instructions may be amended or replaced if, in the opinion of Bond Counsel nationally recognized on the subject of municipal bonds, such amendment or replacement will not adversely affect the exclusion from federal gross income of the interest on the Bonds.

(d) The City covenants and agrees that it will not use any portion of the proceeds of the Bonds, including any investment income earned on such proceeds, directly or indirectly, (1) in a manner that would cause any Bond to be a "private activity bond" within the meaning of Section 141(a) of the Code, or (2) to make or finance a loan to any Person.

(e) The foregoing covenants shall remain in full force and effect notwithstanding the defeasance of the Bonds pursuant to **Article VII** of this Ordinance or any other provision of this Ordinance, until the final maturity date of all Bonds Outstanding.

Section 802. Annual Audit. Annually, promptly after the end of the fiscal year, the City will cause an audit to be made of its funds and accounts for the preceding fiscal year by an independent public accountant or firm of independent public accountants. Within 30 days after the completion of each such audit, a copy

thereof shall be filed in the office of the City Clerk, and a duplicate copy of the audit shall be submitted to the Municipal Securities Rulemaking Board through the Electronic Municipal Market Access system. Such audits shall at all times during the usual business hours be open to the examination and inspection by any Registered Owner of any of the Bonds, or by anyone acting for or on behalf of such Registered Owner.

As soon as possible after the completion of the annual audit, the governing body of the City shall review such audit, and if the audit discloses that proper provision has not been made for all of the requirements of this Ordinance, the City shall promptly cure such deficiency.

A copy of each annual audit will be mailed to the Purchaser and, upon payment of the reasonable cost of preparing and mailing the same, a copy of any annual audit will, upon request, be sent to any Bondholder or prospective Bondholder.

Section 803. Amendments. The rights and duties of the City and the Bondowners, and the terms and provisions of the Bonds or of this Ordinance, may be amended or modified at any time in any respect by ordinance of the City with the written consent of the Registered Owners of not less than a majority in principal amount of the Bonds then Outstanding, such consent to be evidenced by an instrument or instruments executed by such Registered Owners and duly acknowledged or proved in the manner of a deed to be recorded, and such instrument or instruments shall be filed with the City Clerk, but no such modification or alteration shall:

- (a) extend the maturity of any payment due upon any Bond;
 - (b) effect a reduction in the amount that the City is required to pay on any Bond;
 - (c) alter the redemption terms of the Bonds;
 - (d) permit preference or priority of any Bond over any other Bond;
- or
- (e) reduce the percentage in principal amount of Bonds required for the written consent to any modification or alteration of the provisions of this Ordinance.

Any provision of the Bonds or of this Ordinance may, however, be amended or modified by ordinance duly adopted by the governing body of the City at any time in any legal respect with the written consent of the Registered Owners of all of the Bonds at the time Outstanding.

Without notice to or the consent of any Bondowners, the City may amend or supplement this Ordinance for the purpose of curing any formal defect, omission,

inconsistency or ambiguity therein or in connection with any other change therein that is not materially adverse to the security of the Bondowners.

Every amendment or modification of the provisions of the Bonds or of this Ordinance, to which the written consent of the Bondowners is given, as above provided, shall be expressed in an ordinance adopted by the governing body of the City amending or supplementing the provisions of this Ordinance and shall be deemed to be a part of this Ordinance. A certified copy of every such amendatory or supplemental ordinance, if any, and a certified copy of this Ordinance shall always be kept on file in the office of the City Clerk and shall be made available for inspection by the Registered Owner of any Bond or a prospective purchaser or owner of any Bond authorized by this Ordinance, and upon payment of the reasonable cost of preparing the same, a certified copy of any such amendatory or supplemental ordinance or of this Ordinance will be sent by the City Clerk to any such Bondowner or prospective Bondowner.

Any and all modifications made in the manner hereinabove provided shall not become effective until there has been filed with the City Clerk a copy of the ordinance of the City hereinabove provided for, duly certified, as well as proof of any required consent to such modification by the Registered Owners of the Bonds then Outstanding. It shall not be necessary to note on any of the Outstanding Bonds any reference to such amendment or modification.

The City shall furnish to the Paying Agent a copy of any amendment to the Bonds or this Ordinance that affects the duties or obligations of the Paying Agent under this Ordinance.

Section 804. Notices, Consents and Other Instruments by Bondowners. Any notice, consent, request, direction, approval or other instrument to be signed and executed by the Bondowners may be in any number of concurrent writings of similar tenor and may be signed or executed by such Bondowners in person or by agent appointed in writing. Proof of the execution of any such instrument or of the writing appointing any such agent and of the ownership of Bonds, (except for the assignment of ownership of a Bond as provided for in the form of the Bond set forth in **Exhibit A** attached hereto), if made in the following manner, shall be sufficient for any of the purposes of this Ordinance, and shall be conclusive in favor of the City and the Paying Agent with regard to any action taken, suffered or omitted under any such instrument, namely:

(a) The fact and date of the execution by any person of any such instrument may be proved by a certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person signing such instrument acknowledged before such officer the execution thereof, or by affidavit of any witness to such execution.

(b) The fact of ownership of Bonds, the amount or amounts, numbers and other identification of Bonds, and the date of holding the same shall be proved by the Bond Register.

In determining whether the Registered Owners of the requisite principal amount of Bonds Outstanding have given any request, demand, authorization, direction, notice, consent or waiver under this Ordinance, Bonds owned by the City shall be disregarded and deemed not to be Outstanding under this Ordinance, except that, in determining whether the Bondowners shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Bonds which the Bondowners know to be so owned shall be so disregarded. Notwithstanding the foregoing, Bonds so owned that have been pledged in good faith shall not be disregarded as aforesaid if the pledgee establishes to the satisfaction of the Bondowners the pledgee's right so to act with respect to such Bonds and that the pledgee is not the City.

Section 805. Further Authority. The officers of the City, including the Mayor and City Clerk, are hereby authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Ordinance and to make ministerial alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 806. Severability. If any section or other part of this Ordinance, whether large or small, is for any reason held invalid, the invalidity thereof shall not affect the validity of the other provisions of this Ordinance.

Section 807. Governing Law. This Ordinance shall be governed exclusively by and construed in accordance with the applicable laws of the State of Missouri.

Section 808. Effective Date. This Ordinance shall take effect and be in full force from and after its passage by the City Council and approval by the Mayor.

Section 809. Electronic Transaction. The transaction described herein may be conducted and related documents may be received, delivered or stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

DULY READ THE FIRST TIME THIS 26TH DAY OF OCTOBER, 2020.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 9TH 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:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature

Approved as to form:

(SEAL)

City Attorney

**EXHIBIT A
TO ORDINANCE**

(FORM OF BONDS)

**UNITED STATES OF AMERICA
STATE OF MISSOURI**

**Registered
No. R-**

**Registered
\$ _____**

**CITY OF RAYMORE, MISSOURI
GENERAL OBLIGATION BOND
SERIES 2020**

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Dated Date</u>	<u>CUSIP Number</u>
%		November 24, 2020	

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: _____ DOLLARS

THE CITY OF RAYMORE, MISSOURI, a charter city and political subdivision of the State of Missouri (the "City"), for value received, hereby acknowledges itself to be indebted and promises to pay to the registered owner shown above, or registered assigns, the principal amount shown above on the maturity date shown above unless called for redemption prior to said maturity date, and to pay interest thereon at the interest rate per annum shown above (computed on the basis of a 360-day year of twelve 30-day months) from the Dated Date shown above or from the most recent interest payment date to which interest has been paid or duly provided for, payable semiannually on March 1 and September 1 in each year, beginning on March 1, 2021, until said principal amount has been paid.

The principal or Redemption Price of this Bond shall be paid at maturity or upon earlier redemption by check or draft to the Person in whose name this Bond is registered on the Bond Register at the Maturity or Redemption Date thereof, upon presentation and surrender of this Bond at the payment office of **Security Bank of Kansas City** (the "Paying Agent"). The interest payable on this Bond on any Interest Payment Date shall be paid to the Person in whose name this Bond is registered on the registration books maintained by the Paying Agent at the close of business on the Record Date for such interest, which shall be the 15th day (whether or not a Business Day) of the calendar month next preceding the Interest Payment Date. Such interest shall be payable (a) by check or draft mailed by the Paying Agent to the address of such Registered Owner shown on the Bond Register or (b)

in the case of an interest payment to the Securities Depository or any Registered Owner of \$500,000 or more in aggregate principal amount of Bonds, by electronic transfer to such Registered Owner upon written notice given to the Paying Agent by such Owner, not less than 5 days prior to the Record Date for such interest, containing the electronic transfer instructions including the bank (which shall be in the continental United States), ABA routing number and account name and account number to which such Registered Owner wishes to have such transfer directed. The principal or Redemption Price of and interest on the Bonds shall be payable by check or draft in any coin or currency that, on the respective dates of payment thereof, is legal tender for the payment of public and private debts.

This Bond is one of an authorized series of bonds of the City designated "General Obligation Bonds, Series 2020," aggregating the principal amount of \$9,000,000 (the "Bonds"), issued by the City for the purpose of financing the costs of the Projects, under the authority of and in full compliance with the constitution and laws of the State of Missouri, and pursuant to an ordinance duly passed (the "Ordinance") and proceedings duly and legally had by the governing body of the City. Capitalized terms not defined herein shall have the meanings set forth in the Ordinance.

At the option of the City, Bonds or portions thereof may be redeemed and paid prior to maturity on March 1, 2028, and thereafter in whole or in part at any time at the redemption price of 100% of the principal amount thereof, plus accrued interest thereon to the redemption date.

The Bonds are subject to mandatory redemption and payment prior to maturity pursuant to the mandatory redemption requirements set forth in the Ordinance at a Redemption Price equal to the Principal Amount for the applicable year set forth in the Ordinance plus accrued interest to the Redemption Date.

[Bonds shall be redeemed only in the principal amount of \$5,000 or any integral multiple thereof. When less than all of the Outstanding Bonds are to be redeemed, such Bonds shall be redeemed from Stated Maturities selected by the City, and Bonds of less than a full Stated Maturity shall be selected by the Paying Agent in \$5,000 units of principal amount by lot or in such other equitable manner as the Paying Agent may determine.]

Notice of redemption, unless waived, is to be given by the Paying Agent by mailing an official redemption notice by first class mail at least 20 days prior to the Redemption Date to the original purchaser of the Bonds and each Registered Owner of the Bond or Bonds to be redeemed at the address shown on the Bond Register maintained by the Paying Agent. Notice of redemption having been given as aforesaid, the Bonds or portions of Bonds to be redeemed shall, on the Redemption Date, become due and payable at the Redemption Price therein specified, and from and after such date (unless the City defaults in the payment of the redemption price) such Bonds or portions of Bonds shall cease to bear interest.

The Bonds constitute general obligations of the City payable from ad valorem taxes that may be levied without limitation as to rate or amount upon all the

taxable tangible property, real and personal, within the territorial limits of the City. The full faith, credit and resources of the City are irrevocably pledged for the prompt payment of the Bonds as the same become due.

The Bonds are issuable in the form of fully registered Bonds without coupons in denominations of \$5,000 or any integral multiple thereof.

The Bonds are being issued by means of a book-entry system with no physical distribution of bond certificates to be made except as provided in the Ordinance. One Bond certificate with respect to each date on which the Bonds are stated to mature or with respect to each form of Bonds, registered in the nominee name of the Securities Depository, is being issued. The book-entry system will evidence positions held in the Bonds by the Securities Depository's participants, beneficial ownership of the Bonds in authorized denominations pursuant to the Ordinance being evidenced in the records of such participants. Transfers of ownership shall be effected on the records of the Securities Depository and its participants pursuant to rules and procedures established by the Securities Depository and its participants. The City and the Paying Agent will recognize the Securities Depository nominee, while the registered owner of this Bond, as the owner of this Bond for all purposes, including (i) payments of principal of, and redemption premium, if any, and interest on, this Bond, (ii) notices and (iii) voting. Transfer of payments to participants of the Securities Depository, and transfer of payments to beneficial owners of the Bonds by participants of the Securities Depository will be the responsibility of such participants and other nominees of such beneficial owners. The City and the Paying Agent will not be responsible or liable for such transfers of payments or for maintaining, supervising or reviewing the records maintained by the Securities Depository, the Securities Depository nominee, its participants or persons acting through such participants. While the Securities Depository nominee is the owner of this Bond, notwithstanding the provision hereinabove contained, payments on this Bond shall be made in accordance with existing arrangements among the City, the Paying Agent and the Securities Depository.

EXCEPT AS OTHERWISE PROVIDED IN THE ORDINANCE, THIS BOND MAY BE TRANSFERRED, IN WHOLE BUT NOT IN PART, ONLY TO ANOTHER NOMINEE OF THE SECURITIES DEPOSITORY OR TO A SUCCESSOR SECURITIES DEPOSITORY OR TO A NOMINEE OF A SUCCESSOR SECURITIES DEPOSITORY. This Bond may be transferred or exchanged, as provided in the Ordinance, only on the Bond Register kept for that purpose at the payment office of the Paying Agent, upon surrender of this Bond together with a written instrument of transfer or authorization for exchange satisfactory to the Paying Agent duly executed by the Registered Owner or the Registered Owner's duly authorized agent, and thereupon a new Bond or Bonds in any authorized denomination of the same maturity and in the same aggregate principal amount shall be issued to the transferee in exchange therefor as provided in the Ordinance and upon payment of the charges therein prescribed. The City and the Paying Agent may deem and treat the Person in whose name this Bond is registered on the Bond Register as the absolute owner hereof for the purpose of receiving payments due hereon and for all other purposes.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Ordinance until the Certificate of Authentication hereon has been executed by the Paying Agent.

IT IS HEREBY DECLARED AND CERTIFIED that all acts, conditions and things required to be done and to exist precedent to and in the issuance of the Bonds have been done and performed and do exist in due and regular form and manner as required by the constitution and laws of the State of Missouri; that a direct annual tax upon all taxable tangible property situated in the City has been levied for the purpose of paying the Bonds when due; and that the total indebtedness of the City, including this Bond and the series of which it is one, does not exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, the **CITY OF RAYMORE, MISSOURI**, has caused this Bond to be executed by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of its City Clerk and its official seal to be affixed or imprinted hereon.

CERTIFICATE OF AUTHENTICATION

CITY OF RAYMORE, MISSOURI

This Bond is one of the Bonds of the issue described in the within-mentioned Ordinance.

By: _____
Mayor

Registration Date: _____

SECURITY BANK OF KANSAS CITY,
Paying Agent

(Seal)

ATTEST:

By _____
Authorized Signatory

City Clerk

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

Print or Type Name, Address and Social Security Number
or other Taxpayer Identification Number of Transferee

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ agent to transfer the within Bond on the books kept by the Paying Agent for the registration thereof, with full power of substitution in the premises.

Dated: _____

NOTICE: The signature to this assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Bond in every particular.

Medallion Signature Guarantee:

LEGAL OPINION

The following is a true and correct copy of the approving legal opinion of Gilmore & Bell, P.C., Bond Counsel, which was dated and issued as of the date of original issuance and delivery of the Bonds:

GILMORE & BELL
A Professional Corporation
2405 Grand Boulevard
Suite 1100
Kansas City, Missouri 64108

(LEGAL OPINION OF BOND COUNSEL)

**EXHIBIT B
TO ORDINANCE**

PRELIMINARY OFFICIAL STATEMENT

**EXHIBIT C
TO ORDINANCE
NOTICE OF SALE**



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: October 26, 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 type="checkbox"/> Agreement	<input type="checkbox"/> Discussion	<input type="checkbox"/> Other	

TITLE / ISSUE / REQUEST

Bill 3583 - Establishing stop sign

STRATEGIC PLAN GOAL/STRATEGY

2.2.2 Create and maintain a well-connected transportation network

FINANCIAL IMPACT

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

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
November 2020	November 2020

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

Stop Sign Policy

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

Bristol Drive is identified as a collector street on the City's Transportation Plan. The City's Stop Sign Policy calls for a stop sign to be placed on local roads that intersect collector and arterial streets.

Staff is recommending a stop sign to be installed on Coventry Lane at Bristol Drive.

BILL 3583

ORDINANCE

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, ESTABLISHING A STOP SIGN WITHIN THE CITY LIMITS OF RAYMORE, CASS COUNTY, MISSOURI."

WHEREAS, the City Council of the City of Raymore finds and declares a stop sign shall be established and the provisions hereinafter contained and enacted are in pursuance of and for the purpose of securing and promoting the public safety, health, and general welfare of persons in the City of Raymore in their use of public right-of-ways.

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

Section 1. The following stop sign shall be established:

- Coventry Lane at Bristol Drive

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 26TH DAY OF OCTOBER, 2020.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 9TH 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:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature

City of Raymore Policy Regarding the Installation of “Stop” Signs

Governing Document Reference:

Manual on Uniform Traffic Control Devices for Streets and Highways, (MUTCD), 2000 or latest edition.

“Stop” (R1-1) signs are, by the Manual on Uniform Traffic Control Devices, (MUTCD), are intended for use where traffic is required to stop.

According to the MUTCD, the sign should be posted at the point where the vehicle is to stop or as near thereto as possible, and may be supplemented with a stop line on the pavement. Where there is a marked crosswalk, the sign should be erected approximately 4 feet in advance of the crosswalk line nearest to approaching traffic.

City of Raymore Policy for Installation:

Two-Way Stop Control:

A field investigation is required to determine if a “Stop” sign is to be installed at intersections except as noted in the following criteria. The reviewer should observe the horizontal sight distance triangle to determine if adequate sight distance is available according to the adjusted speed distances as indicated for Case I (No Control, but Allowing Vehicles to Adjust Speed) in the AASHTO publication A Policy on Geometric Design of Highways and Streets, latest edition.

Multi-Way Stop Control:

Multi-way “Stop” signs should only be installed if the intersection meets the warrants for a multi-way “Stop” as outlined in the Manual on Uniform Traffic Control Devices, (MUTCD). 24-hour traffic volumes should be collected in order to perform a full warrant analysis. If it is suspected that traffic volumes are minimal from the side street, peak hour turning movement volumes only may be collected as a preliminary analysis. Traffic accident information should also be reviewed for a continuous 12-month period to determine if the accident warrant is met. If the 24-hour or peak hour volumes or accident numbers do not meet the minimum levels as outlined in the warrants for “Stop” signs according to the MUTCD, the multi-way “Stop” sign control will not be installed.

Additional Installation Criteria:

“Stop” signs will automatically be installed under the following conditions:

- On residential streets or collector streets at intersections with collectors, arterials or other major thoroughfares.
- On residential streets at intersections with collector streets. This also includes cul-de-sac streets with street throats of any length except that “eye-brow” type cul-de-sacs will not require stop signs.
- On private streets, commercial drive entrances or “eye-brow” cul-de-sacs that form the fourth leg of the intersection directly across from a residential or collector street that has “stop” sign control or is scheduled to have “stop” sign control.
- On the two minor approaches of residential streets at all four-way residential – residential street intersections in order to assign right-of-way.
- At residential – residential street “T” – intersections when the intersection sight distance triangle provides less than 45’ of sight distance.

“Stop” signs may be installed for the following situations upon completion of a traffic study or evaluation of a request:

- On private streets or commercial drives with long approaches that give the appearance of a public street.
- If an existing “stop controlled” private street or commercial drive is across from a new “uncontrolled” private street or commercial drive, a “Stop” sign will be installed on the new private street or commercial drive.

“Stop” signs will not be installed:

- When not warranted.
- If not meeting any of the above criteria.
- On private streets or commercial drive entrances unless they meet one of the criteria as listed above.

Size of Stop Signs:

The standard size of the (R1-1) sign will be 30”. A 36” sign may be used when converting a two-way stop sign controlled intersection to a 4-way stop control intersection or if the intersection has a history of accidents.

Signing Standards:

The “Stop” (R1-1) sign shall be an octagon with a white legend and white border, on a reflectorized red background.



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: 10/21/20

SUBMITTED BY: Jonathan Zerr

DEPARTMENT: Legal

<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 3585 - Approving Extended & Amended Employment Agreement - City Manager

STRATEGIC PLAN GOAL/STRATEGY

4.1.3 and 4.2.1 Continual governance improvement and high quality workforce

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

Extended and Amended Employment Agreement.

REVIEWED BY:

Jonathan Zerr

BACKGROUND / JUSTIFICATION

If approved, this Bill would extend and amend the current employment contract with Jim Feuerborn, allowing him to continue serving as City Manager.

The only significant alterations from the original contract (as amended and extended from last year) include the following:

- (a) Base salary increased by \$8,795.40 to \$155,385.40,
- (b) All applicable dates for effectiveness and execution have been updated to 2020,
- (c) The term of the contract has been extended to September 2022, and
- (d) The contract removes the requirement for the City to pay a \$25,000 bond (based upon recent revisions to the Code of Ordinances).

BILL 3585

ORDINANCE

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE MAYOR TO ENTER INTO AN EMPLOYMENT AGREEMENT WITH JIM FEUERBORN FOR THE SERVICES OF A CITY MANAGER, AUTHORIZING APPROVAL OF THIS ORDINANCE AND EXECUTION OF THE CONTRACT HEREIN FOR APPOINTMENT OF A CITY MANAGER FOR ORDERLY ADMINISTRATION OF THE LEGAL ADMINISTRATIVE AND CONTRACTUAL MATTERS OF THE CITY."

WHEREAS, Article V, Section 5.1 of the Raymore City Charter provides that a City Manager is needed to carry out the orderly affairs of administration of the City, and may be appointed by the Mayor with the advice and consent of six (6) out of eight (8) members of the entire City Council.

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

Section 1. The Mayor is hereby authorized to enter into an Extended and Amended Employment Agreement with Jim Feuerborn as City Manager which is attached as Exhibit A.

Section 2. The Mayor and City Clerk are authorized to execute Exhibit A, Extended and Amended Employment Agreement, on behalf of the City of Raymore.

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 26TH DAY OF OCTOBER, 2020.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 9TH DAY OF NOVEMBER, 2020, BY THE FOLLOWING VOTE:

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

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature

EXTENDED & AMENDED EMPLOYMENT AGREEMENT

THIS EXTENDED & AMENDED EMPLOYMENT AGREEMENT (hereinafter called the "Agreement"), made and entered into this _____ day of _____, 2020, by and between the City of Raymore, of the State of Missouri, a Charter City and municipal corporation, hereinafter called "Employer" and Jim Feuerborn, hereinafter called "Employee", both of whom understand as follows:

WITNESSETH:

WHEREAS, Employer desires to continue the employment services of said Employee, Jim Feuerborn as City Manager whose powers and duties are outlined in Article V, Section 5.2 of the City Charter and in Article V, Section 115.170-115.20 of the Municipal Code of the City of Raymore; and

WHEREAS, following the annual review required by Article V, Section 5.4 of the City Charter, Employer desires to amend and alter the compensation paid to said Employee, Jim Feuerborn for the continued services as City Manager until further amended or altered by mutual agreement of the Employer and the Employee or until expiration of the original term of the Employment Contract entered into and dated the 8th day of September, 2014, as amended and extended in subsequent years.

WHEREAS, it is the desire of the governing board of the Employer (hereinafter called "Council") to provide certain benefits, to establish certain conditions of employment, and to set the working conditions of said Employee; and

WHEREAS, Employee desires to accept the continued employment as City Manager of said City of Raymore; and

WHEREAS, the parties acknowledge that Employee is a member of the International City/County Management Association (ICMA) and that Employee is subject to the ICMA Code of Ethics;

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

SECTION 1. DUTIES

Employer agrees to continue to employ said Employee, Jim Feuerborn, as City Manager of the City of Raymore to perform the functions and duties specified in said Article V, Sections 5.1 through 5.4 of the Raymore City Charter and by Article V, Sections 115.170 through Section 115.240 of the Municipal Code of the City of Raymore and to perform other legally permissible and proper duties and functions as the Council shall from time to time assign.

SECTION 2. TERM

A. Employer and Employee acknowledge that the City Manager shall be appointed, effective retroactively to September 1, 2020, for an indefinite term but it is the intent of both parties that Employee shall remain in the exclusive employment of Employer until September 1, 2022 and neither to accept other employment nor to become employed by any other employer until said termination date, unless said termination date is affected as herein provided.

B. In the event written notice is not given by either party to this Agreement to the other a minimum of thirty (30) days prior to the termination date as hereinabove provided, this Agreement may be extended on the same terms and conditions as herein provided, for additional one (1) year periods. Said Agreement

shall continue thereafter for one (1) year periods unless either party hereto gives thirty (30) day written notice to the other party that the party does not wish to extend this Agreement. In the case where the Employer gives said notice, the provisions of Section 4, Paragraph A of this Agreement apply.

C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employer's Council, to terminate the services of Employee at any time, subject only to the provisions set forth in Section 4, Paragraphs A and B of this Agreement.

D. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time from his position with Employer, subject only to the provision set forth in Section 5 of this Agreement.

SECTION 3. SUSPENSION

Employer may suspend the Employee with full pay and benefits at any time during the term of this Agreement, but only if:

- (1) a majority of the Council and Employee agree, or
- (2) after a public hearing a majority of the Council votes to suspend Employee, for just cause provided, however, that Employee shall have been given written notice setting forth any charges at least ten (10) days prior to such hearing by the Council member bringing such charges.

SECTION 4. TERMINATION AND SEVERANCE PAY

A. In the event Employee is terminated by the Council before expiration of the aforesaid term of employment and during such time that Employee is willing and able to perform his duties under this Agreement, then in that event, Employer

agrees to pay Employee a lump sum cash payment equal to four (4) months aggregate salary, benefits, and deferred compensation. Employee shall also be compensated for all earned sick leave, vacation, holidays, and other accrued benefits to date in accordance with the provisions governing accrual and payment thereof on termination of employment in the City Personnel Policy.

B. In the event the Employee is terminated for cause or for conviction, as defined by Section 312.01 of the Raymore Personnel Code then, in that event, Employer shall have no obligation to pay the aggregate severance sum designated in the above paragraph.

C. In the event Employer at any time during the term of this Agreement reduces the salary or other financial benefits of Employee in a greater percentage than applicable across-the-board reduction for all employees of Employer, or in the event Employer refuses, following written notice, to comply with any other provision benefiting Employee herein, then Employee will be deemed to be "terminated" at the date of such reduction or such refusal to comply and shall be entitled to severance as described in Section 4, Paragraph A.

SECTION 5. RESIGNATION

In the event Employee voluntarily resigns his position with Employer before expiration of aforesaid term of his employment, then Employee shall give Employer one (1) month notice in advance, unless the parties agree otherwise.

SECTION 6. DISABILITY

If Employee is permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity or health for a period

of four (4) successive weeks beyond any accrued sick leave, Employer shall have the option to terminate this Agreement, subject to the severance pay requirements of Section 4, Paragraph A.

SECTION 7. SALARY AND COMPENSATION

Employer agrees to pay Employee for his services rendered pursuant hereto an annual base salary retroactively applied to November 1, 2020 of \$155,385.40, payable in installments at the same time as the other management employees of the Employer are paid. In addition, Employer agrees to increase said base salary and/or benefits of Employee in such amounts and to such extent as the Council may determine that it is desirable to do so on the basis of an annual performance and salary review of said Employee that shall occur in October of each year. Any salary increase deemed appropriate by the Council shall go into effect at the same time and in the same manner as regular and management employees of the City.

In addition to the annual salary provided for above, Employee shall also receive as part of his compensation under this Agreement, a vehicle allowance for acquisition, maintenance, operation and continued support of Employee's vehicle in an amount of \$500.00 per month payable with the installments provided for the annual base salary.

In addition to the annual salary and the vehicle allowance provided above, Employee shall also receive as part of his compensation under this Agreement, a contribution from Employer equal to five percent (5%) of Employee's gross base salary to a deferred compensation plan maintained, managed and operated through the International City/County Management Association Retirement Corporation

(ICMA-RC).

In addition to the annual salary, the vehicle allowance and the deferred compensation plan, Employee shall also receive as part of his compensation under this Agreement, a cellular telephone allowance for acquisition, maintenance, operation and continued support of Employee's cellular telephone in an amount equal to \$65.00 per month (or such additional amount as may be approved and authorized by the Employer's policies for other employees) to be paid with the installments provided for the annual base salary.

SECTION 8. PERFORMANCE EVALUATION

A. The Mayor and Council shall review and evaluate the performance of the Employee at least once annually in October. Said review and evaluation shall be in accordance with specific criteria developed jointly by Employer and Employee. The Mayor shall provide the Employee with a summary written statement of the findings and provide an adequate opportunity for the Employee to discuss his evaluation with the Council.

B. Annually, the Council and Employee shall define such goals and performance objectives that they may determine necessary for the proper operation of Raymore and in the attainment of the Council's policy objectives and shall further establish a relative priority among those various goals and objectives, said goals and objectives to be reduced to writing. They shall generally be attainable within the time limitations as specified and the annual operating and capital budgets and appropriations provided.

C. In effecting the provisions of this Section, the Council and Employee

mutually agree to abide by the provisions of applicable law.

SECTION 9. HOURS OF WORK

It is recognized that Employee must devote a great deal of time outside the normal office hours to business of the Employer, and to that end Employee will be allowed to take time off as he shall deem appropriate during said normal office hours.

SECTION 10. OUTSIDE ACTIVITIES

Employee shall not spend more than ten (10) hours per week in teaching, consulting or other non-Employer-connected business without the prior approval of the Council.

SECTION 11. VACATION LEAVE

Employee shall accrue and have credited to his personal account vacation leave at his current accrual rate with increases pursuant to the Raymore Personnel Policy.

SECTION 12. DISABILITY, HEALTH AND LIFE INSURANCE

A. Employer agrees to put into force and to make required premium payments for Employee for insurance policies for life, accident, sickness, disability income benefits, major medical, and dependent's coverage group insurance covering Employee and his dependents.

B. Employer agrees to purchase and to pay the required premiums on term life insurance policies equal in amount to the annual gross salary of Employee up to the maximum amount allocated pursuant to the benefit package authorized to all employees of Raymore, with the beneficiary named by Employee.

C. Employer agrees to provide hospitalization, surgical and comprehensive medical insurance for Employee and his dependents and to pay the premiums thereon equal to that which is provided all other employees of Employer or, in the event no such plan exists, to provide same for Employee.

D. Employer shall provide travel insurance for Employee while he is traveling on Employer's business, with Employee to name beneficiary thereof.

E. Employee agrees to submit once per calendar year to complete physical examination by a qualified physician selected by the Employer, the cost of which shall be paid by the Employer, should the Employer so require.

SECTION 13. RETIREMENT

Employer agrees to execute all necessary agreements provided by Missouri Retirement Plan for State and Municipal Employees known as "LAGERS" and shall provide for Employee's continued participation in said LAGERS retirement plan and, in addition to the base salary paid by the Employer to Employee, Employee shall be entitled to his interest in the LAGERS retirement plan upon resignation or termination as provided by the City's policy regarding LAGERS and state statutes governing the LAGERS program. The parties shall fully disclose to each other the financial impact of any amendment to the terms of Employee's retirement benefit.

SECTION 14. DUES AND SUBSCRIPTIONS

Employer agrees to budget for and to pay for professional dues and subscriptions of Employee necessary for his continuation and full participation in national, regional, state, and local associations, and organizations necessary and desirable for his continued professional participation, growth and advancement, and

for the good of the Employer. (Examples would include but not necessarily be limited to ICMA, MCMA, Historical Society, Rotary, Optimist Club.)

SECTION 15. PROFESSIONAL DEVELOPMENT

A. Employee agrees to provide to Employer in advance of each fiscal year, a budget or request for the amount for such expenses for professional development as outlined herein and to participate in Employee's professional development. Employer hereby agrees to budget for and to pay for travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions adequate to continue the professional development of Employee and to adequately pursue necessary official functions for Employer, including but not limited to the ICMA Annual Conference, the state league of municipalities, and such other national, regional, state and local governmental groups and committees thereof which Employee serves as a member.

B. Employer also agrees to budget for and to pay for travel and subsistence expenses of Employee for short courses, institutes, and seminars that are necessary for Employee's professional development and for the good of the Employer.

SECTION 16. INDEMNIFICATION

In addition to that required under state and local law, Employer shall defend, save harmless, and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as City Manager. Employer will compromise and settle any such claim or suit and pay the

amount of any settlement or judgment rendered therein.

SECTION 17. BONDING

Employer shall bear the full cost of any bond which may be required by City Code, State or Federal statute, in such sum as may be required of Employee.

SECTION 18. OTHER TERMS AND CONDITIONS OF EMPLOYMENT

A. The Mayor and Council, in consultation with the Employee, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the Raymore charter or any other law.

B. All provisions of the Raymore charter and code, personnel policy, and regulations and rules of the Employer relating to vacation and sick leave, retirement and pension system contributions, holidays and other benefits and working conditions as they now exist or hereafter may be amended, also shall apply to Employee as they would to other employees of Employer, in addition to said benefits enumerated specifically for the benefit of Employee herein provided.

C. Employee shall be entitled to receive the same vacation and sick leave benefits as are accorded department heads, including provisions governing accrual and payment therefore on termination of employment as provided in the Raymore Personnel Policy.

SECTION 19. NO REDUCTION OF BENEFITS

Employer shall not at any time during the term of this Agreement reduce the salary, compensation or other financial benefits of Employee, except to the degree of such a reduction across-the-board for all employees of the Employer.

SECTION 20. NOTICES

Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

- (1) Employer: City of Raymore
100 Municipal Circle
Raymore, MO 64083

- (2) Employee: Jim Feuerborn
1215 Wiltshire Blvd.
Raymore, Missouri 64083

Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

SECTION 21. GENERAL PROVISIONS

A. The text herein shall constitute the entire Amended Employment Agreement between the parties.

B. This Amended Employment Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Employee.

C. This Amended Employment Agreement shall become effective commencing retroactively on the 1st day of November 2020.

D. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the City of Raymore has caused this Extended & Amended Employment Agreement to be signed and executed in its behalf by its

Mayor and duly attested by its City Clerk, and the Employee has signed and executed this Agreement, both in duplicate, the date and year first above written.

Kristopher P. Turnbow, Mayor

Date of Signature

"Employer"

ATTEST:

Jean Woerner, City Clerk

Jim Feuerborn

Date of Signature

"Employee"

APPROVED AS TO FORM:

Jonathan S. Zerr, City Attorney

New Business



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: Nov. 9, 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 3586: 33rd Amendment to the Unified Development Code

STRATEGIC PLAN GOAL/STRATEGY

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

FINANCIAL IMPACT

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

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
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STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission: Planning and Zoning Commission
Date: 10/20/2020
Action/Vote: Approved 8-0

LIST OF REFERENCE DOCUMENTS ATTACHED

Staff Report
Planning Commission meeting minutes

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

In July of 2020 the Planning and Zoning Commission completed its annual review of the Unified Development Code. Staff proposed 17 revisions to the code.

At its Oct. 20 meeting the Commission recommended approval on all 17 of the revisions, which included (1) adopting sign regulations related to drive-thru menu boards; (2) amending code language regarding trash enclosures; and (3) establishing architectural design standards for multiple-family residential buildings.

BILL 3586

ORDINANCE

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AMENDING THE UNIFIED DEVELOPMENT CODE."

WHEREAS, the City Council of the City of Raymore, Missouri, adopted the Unified Development Code as Ordinance 28117 on December 8, 2008; and

WHEREAS, the Planning and Zoning Commission held a public hearing on the proposed 33rd Amendment to the Unified Development Code on October 20, 2020, and is forwarding the amendment to the Council with a recommendation of approval; and

WHEREAS, the Council held a public hearing on the proposed 33rd Amendment to the Unified Development Code on November 9, 2020 and has determined the amendment proposed would be in the best interest of the health, safety and welfare of the citizens of Raymore.

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

Section 1. All instances in the Unified Development Code referring to the Community Development Director shall be changed to Development Services Director.

Section 2. All instances in the Unified Development Code referring to the Community Development Department shall be changed to the Development Services Department.

Section 3. Section 465.020C5 is repealed in its entirety and re-enacted as follows:

Section 465.020 Planning and Zoning Commission

C. Terms

5. A Commissioner shall be deemed to be neglecting their duty if they fail to attend three (3) consecutive regular scheduled meetings of the Commission or more than twenty-five percent (25%) of the Commission's regular scheduled meetings during any twelve (12) month period without being excused. The Commission may make a recommendation to the Mayor requesting the removal and replacement of a Commission member that is negligent in their duties for their remaining unexpired term as indicated in Article III. The Mayor may, with consent of the City Council, remove a member from the Commission for misconduct or neglect of duty.

Section 4. Section 480.030C3 is added as follows:

Section 480.030 Remedies and Enforcement Powers

C. Revocation of Plans or Other Approvals

3. When a violation of Code involves a failure to comply with a condition of approval of a Variance of Use, the Board of Adjustment may revoke the Variance of Use. The Development Services Director must provide notice to the person found to be in violation. The Board of Adjustment shall hold a public hearing prior to the revocation of any Variance of Use.

Section 5. Section 445.030I6 is amended as follows:

Section 445.030 Subdivision Design and Layout

I. Streets

6. Street Dimensions

- a. All streets must conform to the following requirements contained in the City of Raymore Technical Specifications and Design Criteria Manual.

	Major Arterial	Minor Arterial	Major Collector	Minor Collector	Local	Cul-de-sac	Alley	Pedestrian Way
Minimum right-of-way width (feet)	100	80	80	60	50	Per Design Manual ²		
Maximum grade¹ (%)	6	6	6	8	10	15 (10 for turnaround only)	10	15
Minimum curve radius (feet)	500	250	250	200	150			
Minimum tangents between reverse curves (road centerline dimension, in feet)	100	100	100	100				

¹ Unless necessitated by exceptional terrain and subject to the approval of the Director of Public Works.

² See City of Raymore Technical Specifications and Design Criteria Manual for cul-de-sac design requirements

- b. All changes in street grade shall be connected by vertical curves and be designed for safe stopping sight distance as determined by the project engineer. Wherever practical, street grades shall be established in such a manner to avoid excessive grading or promiscuous removal of ground cover and tree growth, and a general leveling of the terrain. Grades so established will reduce

~~hazards by maintaining adequate sight distance for classification of streets and design speeds.~~

- ~~c. The developer may request a variance to the above curve and tangent requirements based on engineering considerations of topography, length of street, number of curves and other factors which may dictate a lesser radius. Such request may be approved by the Director of Public Works.~~

~~7. Standard Street Sections and Details~~

~~The City of Raymore Technical Specifications and Design Criteria Manual shall be used for future residential, minor collector and arterial streets, and major collector and arterial streets constructed within the City of Raymore. The following additional standards are also required.~~

~~d. Design for Persons with Disabilities~~

~~Access ramps for disabled persons must be installed whenever new curbing or sidewalks are constructed or reconstructed in the City of Raymore. Such ramps must conform to Americans with Disabilities Act (ADA) standards subject to review and approval by the Director of Public Works. These standards apply to any City street or connecting street for which curbs and sidewalks are required by this chapter, on which curb and sidewalk have been prescribed by the City Council or where sidewalks have been provided by the developer.~~

~~e. Approval of Grades~~

~~Profiles of streets must be submitted to and approved by the Director of Public Works. Submittal information required for review of the preliminary plat must include preliminary street profiles. Final calculated street profiles will be required in submittal of construction plans required during review of the final plat.~~

~~f. Maximum and Minimum Grades~~

~~The grades of all streets may not be greater than the maximum grades for each classification as set forth in this section, except where topographical conditions unquestionably justify a departure from this maximum, as determined by the Director of Public Works. The minimum grade for all streets must be eight tenths percent. The minimum grade must be at least one percent wherever possible.~~

Section 6. Section 440.030B1 is amended as follows:

Section 440.030 Fences

B. Agricultural and Rural Estate Districts

1. In agricultural and rural estate districts the following standards apply:

Type	Maximum Height	Permitted Location
Privacy fences, walls or hedges	6 feet	on any portion of the lot, provided a minimum setback of 50 feet from all street right-of-way lines is maintained
Chain link fences	6 feet	on any portion of the lot
Decorative fences	6 feet	on any portion of the lot
Barbed wire	n/a	on any portion of the lot
Electric fences (above ground)	n/a	on any portion of the lot

Section 7. Section 470.130F is amended as follows:

Section 470.130 Final Plat

- F. Recording of the Final Plat
 2. ~~Within 15 days of recordation of the final plat, t~~The subdivider must submit **one copy** ~~a minimum of three copies of the recorded~~ final plat, ~~of which two will be paper prints and one will be opaque linen or mylar prints,~~ to the Community Development **Services** Director, along with a recorded copy of the development agreement, declaration of covenants and restrictions and articles of incorporation establishing a property owners association if required by this Code. No building permit shall be issued until the required ~~copies~~ **copy** of the recorded final plat and development agreement are submitted to the Community Development **Services** Director.

Section 8. Section 435.070F2 is amended as follows:

Section 435.070 Temporary Event Signs

- F. Duration
 2. Real Estate/**Tenant Space** Sale or Lease. Initiation upon the actual availability of the parcel **or tenant space** for sale or lease, and termination upon ~~execution and acceptance of a final contract for transfer of ownership of~~ the real estate ~~transaction~~ **or occupancy of the new tenant.**

Section 9. Section 420.050B4 is amended as follows:

Section 420.050 Accessory Uses and Structures

- B. Outdoor Swimming Pools, Spas and Hot Tubs
- 4. A swimming pool, spa or hot tub ~~may be located anywhere on a premise~~ **must be located at least 5 (five) feet from the property line, and may not be located** ~~except~~ in the required front yard or within any easement, provided that the pump and filter installations are located no closer than five feet to any property line.

Section 10. Section 435.060G2 is amended as follows:

Section 435.060 Additional Standards for Specific Sign Types

- G. Incidental Signs
- 2. An incidental sign that is used for ordering products, such as a drive-thru menu board, shall ~~not exceed 16 square feet in area or eight feet in height~~ **comply with Section 435.060I.**

Section 11. Section 435.060I should be added as follows:

- I. Drive Thru Menu Boards
- 1. Location of the sign shall be included with development or site plans.
- 2. Sign cannot be located between the building and the right-of-way line of any arterial road.
- 3. Restaurants providing drive-thru but not curbside service may have no more than 2 (two) menu boards per drive-thru lane, not to exceed eight feet in height and 42 square feet in total size per menu board.
- 4. Restaurants providing curbside service may have no more than one menu board per bay not to exceed six square feet per sign face for each menu board.
- 5. Electronic menu boards are limited to changing 3 times per day maximum.

Section 12. Section 430.110A is amended as follows:

Section 430.110 Trash and Recycling Receptacle Screening

- A. All outdoor trash receptacles, recycling receptacles, garbage areas, grease traps and trash compactors for nonresidential uses must be permanently screened from view as follows:
 - 1. all screens must match the primary color and material of the structure served; if EIFS or wood is the primary material utilized on a building, the bottom 3 feet of the enclosure shall be constructed of brick, stone or other similar material.
 - 2. doors accessing storage areas must be steel or vinyl and remain closed at all times when not being accessed. ~~and~~
 - 3. chain link and slat screening is only allowed in industrial zones.
 - 4. The Planning and Zoning Commission may, as part of a site plan approval, allow landscaping to be substituted for masonry material.
- B. No receptacle may be located in a required front or side yard. If the site plan does not afford any other option the Planning and Zoning Commission may, as part of site plan approval, allow a receptacle in the front yard or side yard area.
- C. Temporary trash receptacles, or recycling receptacles for public use, are not required to comply with this section and shall comply with the requirements of Section 420.060I.
- D. All waste disposal, recycling receptacles, grease traps, trash compactors, etc. shall be maintained in safe, structurally sound conditions, and present a uniform appearance so as not to constitute a hazard, blight or condition of disrepair. This includes missing slats, missing gates, broken, damaged, peeling or cracking paint, rust, graffiti, or removed material.
- E. Should commercial areas determine the need for shared disposal among adjoining lots to improve operational efficiency and convenience, the following is required:
 - 1. the enclosure must meet waste storage and disposal requirements of each participant.

2. a permanent access and use easement to ensure ongoing joint availability and establish responsibility of maintenance of the area shall be recorded with the plat and thus County.

Section 13. Section 420.010A4 is amended as follows:

A. Single-Family Attached and Multiple-Family Buildings

4. Building Design

Attached single-family and multiple-family dwellings must:

- a. be designed with windows and/or doors on all building facades that face a street to avoid the appearance of blank walls; and
- b. be designed with garage doors or carports facing an alley, where there is an alley serving the site, or facing an interior driveway, whenever possible. Where attached garages face a public street, they may not extend more than five feet beyond the street-facing façade.
- c. Any portion of the building that is within 100 feet of a less intense zoning district, may not exceed 125% of the maximum height permitted in the less-intense zoning district.
- d. Four-sided design, including entryways, windows and consistent materials along with architectural details shall be utilized on all elevations to add diversity and visual character to the building(s).
- e. Front entrance features shall include pedestrian-scale design elements. This includes: side lights or transom windows, architectural ornamentation or single-story roofs or canopies that are then integral to the overall architectural design of the building.
- f. Variety in exterior materials is encouraged. Composition of entirely one material is prohibited. A brick, stone or similar material base is required up to at least three (3) feet of the front building facade.
- g. Prohibited building materials include:
 - (1) plywood sheathing, including oriented strand board (OSB) and CDX plywood. [Fiber cement siding, T1-11 plywood, LP Smartsiding, and similar materials are allowed]
 - (2) painted CMU
 - (3) corrugated metal
 - (4) painted metal
 - (5) wood shake roofing material

(6) plastic awning material

- h. Roof Mounted Equipment, including ventilators and satellite dishes, shall be completely screened from view using parapet walls at the same height as the equipment. Screening shall be of the same materials and design as the larger building to maintain a unified appearance.

Section 14. Section 440.010C1 is amended as follows:

C. Building Materials

1. Masonry Construction

A minimum of 50 percent of front and side façades shall consist of materials described by this sub-section.

- a. Masonry construction shall include all masonry construction which is composed of solid, cavity, faced or veneered-wall construction, or similar materials approved by the Planning and Zoning Commission.
- b. Stone materials used for masonry construction may consist of granite, sandstone, slate, limestone, marble or other hard and durable all-weather stone. Ashlar, cut stone and dimensioned stone construction techniques are acceptable.
- c. Brick material used for masonry construction shall be composed of hard-fired (kiln-fired), all weather common brick or other all-weather common brick or all-weather-facing brick.
- d. Concrete finish or precast concrete panel (tilt wall) construction shall be exposed or aggregate, hammered, sandblasted or other finish as approved by the Planning and Zoning Commission.
- e. Stucco or approved gypsum concrete/plaster materials are also permitted.
- f. if EIFS or wood is the primary material utilized on a building, the bottom 3 feet of the building shall be constructed of brick, stone or other similar material.

Section 15. Section 485.010 is amended as follows:

Section 485.010 General Definitions

For the purpose of the Unified Development Code, certain terms or words used herein are defined as follows, unless the context clearly indicates otherwise.

Term	Definition
EIFS	Exterior Insulation and Finish Systems is a non load-bearing, exterior wall system. For the purposes of this Code, EIFS shall be considered a masonry material.

Section 16. Section 440.030 is amended as follows:

Section 440.030: Fences

A. General Standards

4. Materials

- a. Privacy Fences
Materials allowed for construction of a privacy fence include wood (maximum board width of twelve inches), vinyl, or similar material. In commercial and industrial districts, privacy fences shall not be constructed of wood.
- b. Decorative Fences
Materials allowed for construction of a decorative fence include wood, vinyl, galvanized or wrought iron, or similar materials.
- c. Chain Link Fences
Slats shall not be woven through or attached to a chain link fence in any commercial zoning district.

Section 17. Section 475.030 is amended by the addition of the following language:

Section 475.030 Provisions of General Applicability

- H. Creation of Non-Conformity
The subdivision of land shall not create any non-conforming lot, building or structure, or component of use.

Section 18. This Ordinance shall be known as the 33rd Amendment to the Unified Development Code.

Section 19. 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 20. 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 9TH DAY OF NOVEMBER, 2020.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 23RD 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:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature



To: City Council
From: Planning and Zoning Commission
Date: November 9, 2020
Re: **Case #20015: 33rd Amendment to the UDC – Misc. Items**

GENERAL INFORMATION

Applicant: City of Raymore

Requested Action: 33rd Amendment to the Unified Development Code – Misc. Items from Annual Review of the UDC

Advertisement: October 2, 2020 Journal Newspaper
October 22, 2020 Journal Newspaper

Public Hearing: October 20, 2020 Planning and Zoning Commission
November 9, 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. The 33rd Amendment to the Unified Development Code (UDC) is the result of discussions held by the Planning and Zoning Commission after completing its 2019 annual review of the UDC. At its July 7, 2020 meeting the Commission discussed the results of research completed by City staff on several topics and directed staff to submit the UDC revisions proposed in the 33rd amendment.
2. The 33rd amendment consists of seventeen (17) separate revisions proposed to the UDC. The amendments are listed in the proposed ordinance as follows:
 - Section 1: Change all instances of “Community Development Director” to “Development Services Director”.
 - Section 2. Change all instances of “Community Development Department” to “Development Services Department”.
 - Section 3. Wording in UDC proposed to be consistent with amendment to the Rules of Procedure adopted by the Commission on February 18, 2020.
 - Section 4. Wording added to ensure that all conditions of approval for a property owner under a variance of use are complied with.
 - Section 5. Delete street design requirements from UDC and reference that the requirements are contained within the City Technical Specifications and Design Criteria Manual.

- Section 6. Establish the same fence requirements for lots zoned Rural Estate as exists for Agricultural, rather than requiring the RE zoned properties to comply with the fence requirements applicable to small subdivision lots.
- Section 7. UDC already requires the final plat to be recorded within 1 year of the date the plat was approved. No need to require a copy of the recorded plat to be submitted within 15 days. Only need to have a copy of the recorded plat prior to the issuance of the 1st building permit in the subdivision phase.
- Section 8. Clarification that the temporary sign requirements apply to individual tenant spaces.
- Section 9. Wording clarifies and aligns with Section 410.030B1 table that states “swimming pools and bathhouses, setback at least 5 feet from the side or rear property line”.
- Section 10. Eliminates limitation of 16 square feet for a menu board sign and replaces it with reference to new section on drive-thru menu boards.
- Section 11. Establishes new code section on drive-thru menu boards and increases maximum size of the menu board to 42 square feet.
- Section 12. Modifies requirements for construction of trash and recycling receptacles on new developments. Allows for shared use of receptacles.
- Section 13. Establishes architectural design elements into multi-family housing so as to avoid large blank facades, as well as work to distinguish multi-family housing from commercial property while maintaining design elements of residential character.
- Section 14. Modifies wording to require the bottom 3 feet of commercial buildings to be constructed of brick, stone or other similar material if EIFS or wood is the primary building material utilized on a building.
- Section 15. Provides for a definition of EIFS (Exterior Insulation and Finish System).
- Section 16. Adds requirement that slats shall not be woven through or attached

to a chain link fence in any commercial zoning district.

- Section 17. Clarifies that no subdivision of land can occur that creates a non-conforming lot, building or structure, or component of use.

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;**

Each of the proposed amendments are 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 amendments are generally not made necessary because of changed or changing conditions in the zoning districts. The amendments are proposed to clarify language in the code.

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

The proposed amendments are intended to better clarify language in the code which would be in the best interests of the City as a whole..

REVIEW OF INFORMATION AND SCHEDULE

<u>Action</u>	<u>Planning Commission</u>	<u>City Council 1st</u>	<u>City Council 2nd</u>
Public Hearing	October 20, 2020	November 9, 2020	November 23, 2020

STAFF RECOMMENDATION

Staff recommends the Planning and Zoning Commission accept the staff proposed findings of fact and forward Case #20015, 33rd 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 October 20, 2020 meeting, voted 8-0 to accept the staff proposed findings of fact and forward Case #20015, 33rd amendment to the UDC, to the City Council with a recommendation of approval, subject to the following condition:

1. That corrections as noted in Section 10 of the proposed ordinance be made.

Planning and Zoning Commission

Meeting Minutes Excerpt

October 20, 2020

7. New Business -

c. Case #20015 - UDC 33rd Amendment (*public hearing*)

Public hearing opened at 7:21 pm.

Katie Jardieu, City Planner, presented the staff report identifying the 17 items that were being changed and/or added.

Ms. Jardieu stated that staff recommends the Planning and Zoning Commission accept the staff proposed findings of fact and forward case #20015 - UDC 33rd Amendment to the City Council with a recommendation of approval.

Chairman Faulkner provided an opportunity for any public present to speak, seeing none the public hearing was closed at 7:26 pm.

Commissioner Bowie asked for clarification on what was discussed for unexcused as opposed to excused absences. Ms. Jardieu stated that the discussion led to any notification of an absence made is excused. However, if a commissioner was sick and unable to notify staff that they are ill and need to miss multiple meetings that staff would still consider that excused. Ultimately it would be up to the Mayor to decide and bring unexcused absences to the Commissioners attention.

Commissioner Fizer asked for clarification on the prohibited building materials listed in Section 13. Ms. Jardieu stated that it was felt these materials were not as hardy and did not age as well as more substantial materials. Commissioner Fizer stated she was always looking for innovative building design and felt corrugated or painted metal might be acceptable. Ms. Jardieu stated, in her experience people have wrapped metal in a type of vinyl or material for a wood grain look and that would not necessarily fall under the prohibited materials.

Motion by Commissioner Bowie, Seconded by Commissioner Wiggins, to accept staff proposed findings of fact of case #20015 UDC 33rd Amendment and forward to City Council with a recommendation of approval with noted corrections to Section 10.

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: Nov. 9, 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 3584 - On-Call Technical Support Services

STRATEGIC PLAN GOAL/STRATEGY

4.1 Provide Exceptional Service

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

Contract

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

The City's Public Works Department has an occasional need for Engineering technical support services.

In accordance with the City's Purchasing Policy a Request for Qualifications was issued to Technical Services firms. Eight (8) firms submitted a response to our Request for Qualifications as follows:

- Great River Engineering
- CFS Engineers
- SFS Architects
- Wilson & Company
- HDR
- SE3, LLC
- Walter P. Moore
- BHC Rhodes

Staff will negotiate the scope of services required for a project on a case-by-case basis based on the fixed pricing as attached.

Staff has reviewed the statement of qualifications submitted and recommends the City retain the services of Walter P. Moore to provide on-call Technical Support Services for a three-year period.

BILL 3584

ORDINANCE

“AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH WALTER P. MOORE TO PROVIDE ON-CALL TECHNICAL SUPPORT SERVICES.”

WHEREAS, the City has occasional needs for Engineering Technical Support services; and

WHEREAS, the staff publicly advertised for On-Call Technical Support Services; and

WHEREAS, staff reviewed the proposals submitted and found that the proposal of Walter P. Moore 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 to enter into a guaranteed pricing contract with Walter P. Moore to provide On-Call Technical Support Services.

Section 2. The City Manager and City Clerk are authorized to execute the contract hereto as Exhibit A for and on behalf of the City of Raymore.

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 9TH DAY OF NOVEMBER, 2020.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 23RD 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:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature



**CITY OF RAYMORE
ON-CALL TECHNICAL SUPPORT SERVICES CONTRACT**

AGREEMENT FOR PROVISION OF THE FOLLOWING SERVICES

Agreement made this 23rd day of November, 2020 between Walter P. Moore and Associates Inc., an entity organized and existing under the laws of the State of Missouri, with its principal office located at 1100 Walnut, Suite 1825, Kansas City, MO 64106, 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 November 23, 2020 and coincidental with the Mayor'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 Task Agreement and Scope of Services in **Appendix B, Attachment 1** and the General Terms and Conditions in **Appendix A** commonly referred to as Contract Terms and Conditions and according to Contract Agreement set forth here. The selected Consultant will complete work based upon individual task agreements. The actual scope of services will be finalized with the individual task agreement. 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 this On-Call Professional Services Contract including insurance and termination clauses as needed or required. The work as specified in Task Agreement and Scope of Services 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 Mayor'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

Contractor agrees to perform Technical Support Services as described herein. This contract is for services provided in a one year period beginning November 15, 2020 and ending November 14, 2021. This term shall automatically extend for two additional one-year periods under the same terms and conditions unless one or both parties submit notice as described below to cancel the agreement.

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 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 Subconsultants and their employees and be responsible for the work performed by Subconsultants 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 Subconsultants 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 Subconsultants 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 Consultant fails to perform his duties as specified in this contract, the City through its appointed representative, shall notify the Consultant to correct any default under the terms of this contract. Such notification may be made in writing and delivered via regular mail, certified mail, or

e-mail. If the Consultant fails to correct any default after notification of such default, the City shall have the right to immediately terminate this agreement by giving the Consultant ten (10) days written notice delivered via regular mail, certified mail, or e-mail.

Without Cause – The City may terminate this agreement at any time by providing sixty (60) days written notice delivered by certified mail to the Consultant. 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 A** 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 nonpayment 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 bidder's enrollment and participation in a federal work authorization program (see below) with respect to the employees proposed to work in connection with the services requested herein.

E-Verify is an example of a federal work authorization program. Acceptable enrollment and

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

**ARTICLE 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 with 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)

WALTER P MOORE AND ASSOCIATES, INC.

By: _____

Title: _____

Attest: _____

APPENDIX A 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 or their authorized representative(s). The Consultant shall not comply with requests and/or orders issued by any other person. 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 a 3-year period. Performance Appraisals of the Consultant shall be completed on an annual basis concurrently with negotiations of the **Attachment 3: Schedule of Hourly Rates and Expenses**. The Public Works Director is authorized to extend the Agreement for three (3) subsequent one-year periods. The total term of the agreement shall not exceed five (5) years.

C. *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.

D. *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.

E. *Employment Discrimination by Consultants 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 Subconsultant or vendor used by the Consultant.

F. *Invoicing and Payment*

The Consultant shall submit invoices for services outlined above in the scope of services under **Appendix B: Attachment 1**.

G. *Cancellation*

The City of Raymore reserves the right to cancel and terminate this contract and/or task agreement in part or in whole without penalty upon thirty (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.

H. *Contractual Disputes*

The Consultant shall give written notice to the City of Raymore of its intent to file a claim for money or other relief at the time of the occurrence or the beginning of the work upon which the claim is to be based.

The written claim shall be submitted to the City no later than sixty (60) days after final payment. If the claim is not disposed of by agreement, the City of Raymore shall reduce their decision to writing and mail or otherwise forward a copy thereof to the Consultant within thirty (30) days of receipt of the claim.

City's decision shall be final unless the Consultant appeals within thirty (30) days by submitting a written letter of appeal to the Public Works Director, or his designee. The Public Works Director shall render a decision within sixty (60) days of receipt of the appeal.

I. *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.

J. *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.

K. *Drug/Crime Free Workplace*

The Consultant acknowledges and certifies that it understands that the following acts by the Consultant, 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.

L. *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.

M. *Escalation of Fees*

The pricing of services contained in the contract for the selected Consultant shall remain in effect for one (1) year. During the yearly appraisal, the Consultant may submit new pricing for the next year.

N. *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.

O. *Release of Information*

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

P. *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.

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

E-Verify is an example of a federal work authorization program. Acceptable enrollment and participation documentation consists of the following two pages of the E-Verify Memorandum of Understanding (MOU): 1) a valid, completed copy of the first page identifying the bidder and 2) a

valid copy of the signature page completed and signed by the bidder, the Social Security Administration, and the Department of Homeland Security – Verification Division.

- R. The Consultant shall deliver all work products to the City that may include but not limited to right-of-way easements, preliminary and final plans, surveys, as-builts, hydraulic modeling, stormwater design, AutoCAD Assistance, and project files without restriction or limitation of use.

APPENDIX B

On-Call Technical Support Services Contract Attachments

Attachment 1 – Generic Task Agreement

Attachment 2 – Professional Services Performance Appraisal

Attachment 3 – Schedule of Hourly Rates and Expenses

Attachment 4 – Affidavit of Work Authorization

ATTACHMENT 1



Task Agreement

Contract:

Ordinance or Resolution:	Task Agreement No:	Funding Amount: Date of Schedule of Hourly Rates and Expenses: Purchase Order No:
--------------------------	--------------------	---

Project Title:

Contractor/Consultant (including subs):	Division and Staff Project Manager:
---	-------------------------------------

Project Management Manual reviewed:	Attachments (Gantt Chart, etc.):
-------------------------------------	----------------------------------

PROJECT Scope (can be in the form of an attachment):

Staff Signatures		Partner Signatures	
Director of Public Works: Mike Krass	City Manager: Jim Feuerborn	Project Manager:	Company Principal (if different):
Signature: _____ Date: _____	Signature: _____ Date: _____	Signature: _____ Date: _____	Signature: _____ Date: _____

Project Type:	Design	Construction	Property Acquisition	Conceptual – Problem Solving	Surveying
Project Discipline(s):	Transportation	Planning	Water	Wastewater	Stormwater

Report(s) Received:

Work on File:

This Task Agreement is subject to all the provisions included in the On-Call Professional Services Agreement effective on the _____ day of _____, 20____.

Attach scope of work, budget, and other supporting material.

ATTACHMENT 2

Professional Services Performance Appraisal

The following is a summary of scope or work-related information and a list of values and performance measures that the City believes important to the relationship between community, staff, and consultants. These measures will be utilized annually to initiate discussion for improvement necessary to provide great service to the community. It may also be the basis for termination of existing contracts if deemed in the best interest of the City.

Consultant:

Date:

What type of activities was this consultant responsible for? (circle all that apply)

Design	Construction	Property Acquisition	Conceptual Problem Solving	Surveying
Transportation	Planning	Water	Wastewater	Stormwater

Was the work completed on schedule, according to scope and under budget? If not, why? Was it due to the service provider and how?

On a scale of 1 – 5, 5 being the best, rate the following and provide comments for each.

Quality of work:

Comments:

Responsiveness:

Comments:

Customer Service (community):

Comments:

Communication:

Comments:

Cooperation with Others:

Comments:

Creativity/Innovation:

Comments:

Overall Performance:

ATTACHMENT 3

Schedule of Hourly Rates and Expenses

Attached.



Schedule RC1

BILLING RATE SCHEDULE

City of Raymore

On-Call Technical Support Services (RFQ Number 20-007)

<u>Category</u>	<u>Rate</u>
Senior Principal	\$ 310.00
Principal	\$ 260.00
Chief Hydrologist.....	\$ 225.00
Managing Director	\$ 225.00
Team Director	\$ 220.00
Senior Project Manager	\$ 225.00
Project Manager	\$ 175.00
Senior Engineer	\$ 180.00
Engineer	\$ 145.00
Graduate Engineer	\$ 125.00
Senior Transportation Planner.....	\$ 175.00
Transportation Planner	\$ 145.00
Graduate Transportation Planner	\$ 110.00
Senior Graphic Designer	\$ 125.00
Senior GIS Specialist.....	\$ 170.00
GIS Specialist	\$ 140.00
Senior Hydrologist.....	\$ 160.00
Hydrologist.....	\$ 120.00
Senior Designer	\$ 175.00
Designer	\$ 125.00
BIM Manager	\$ 175.00
CAD Manager	\$ 165.00
Senior CAD Technician	\$ 130.00
CAD Technician	\$ 95.00
Senior Field Representative	\$ 140.00
Field Representative	\$ 120.00
Engineering Intern	\$ 70.00
Project Accountant	\$ 125.00
Senior Administrative Assistant.....	\$ 125.00
Administrative Assistant	\$ 95.00

QUALIFICATION FORM A PROPOSAL VALIDITY AND COMMITMENT TO SIGN CONTRACT

I (authorized agent) Daniel Brown, PE, LEED AP having authority to act on behalf of (Company name) Walter P. Moore and Associates, Inc. do hereby acknowledge that (Company name) Walter P. Moore and Associates, Inc. will be bound by all terms, costs, and conditions of this proposal for a period of 90 days from the date of submission and commit to sign the Contract.

COMPANY NAME: Walter P. Moore and Associates, Inc.

ADDRESS: 1100 Walnut, Suite 1825
Street

ADDRESS: Kansas City MO 64106
City State Zip

PHONE: 816.701.2110

E-MAIL: DLBrown@walterpmoore.com

SIGNATURE:  September 3, 2020
Signature of Officer/Title Date (Month-Day-Year)

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

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

- Check One:**
 MBE (Minority Owned Enterprise)
 WBE (Women Owned Enterprise)
 Small Business

QUALIFICATION FORM B DISCLOSURES, LEGAL MATTERS, REQUIRED REPRESENTATIONS

Disclosures

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

1. Has the Consultant been debarred, suspended, or otherwise prohibited from doing business with any federal, state, or local government agency or private enterprise? Yes ___ No X

2. Has the Consultant been denied prequalification, declared non-responsible, or otherwise declared ineligible to submit bids or proposals for work by any federal, state, or local government agency or private enterprise? Yes ___ No X

3. Has the Consultant defaulted, been terminated for cause, or otherwise failed to complete any project that it was awarded? Yes ___ No X

4. Has the Consultant been assessed or required to pay liquidated damages in connection with work performed on any project? Yes ___ No X

5. Has the Consultant had any business or professional license, registration, certificate, or certification suspended or revoked? Yes ___ No X

6. Have any liens been filed against the Consultant as a result of its failure to pay Subcontractors, suppliers, or workers? Yes ___ No X

7. Has the Consultant been denied bonding or insurance coverage or been discontinued by a surety or insurance company? Yes ___ No X

8. Has the Consultant been found in violation of any laws, including, but not limited to, contracting or antitrust laws, tax, or licensing laws, labor or employment laws, environmental, health, or safety laws? Yes ___ No X

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

9. Has the Consultant or its owners, officers, directors, or managers been the subject of any criminal indictment or criminal investigation concerning any aspect of the Consultant's business? Yes ___ No X

10. Has the Consultant been the subject to any bankruptcy proceeding?

Yes ___ No X

Legal Matters

1. Claims, Judgments, Lawsuits: Are there or have there been any claims, judgments, lawsuits or alternative dispute proceedings involving the Consultant in the past 48 months?

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

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

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

Required Representations

In submitting this RFQ, the Consultant understands that making the following representations are required as a condition of performing the contract work and receiving payment for the same.

1. The Consultant will possess all applicable professional and business licenses required for performing work in Raymore, Missouri.
2. The Consultant satisfies all bonding and insurance requirements as stipulated in the solicitation for this project.
3. The Consultant and all Subconsultants that are employed or that may be employed in execution of the contract work shall be in full compliance with the City of Raymore requirements for Workers' Compensation Insurance.
4. If awarded the Contract Work, the Consultant represents that it will not exceed its current bonding limitations when the Contract Work is combined with the total aggregate amount of all unfinished work for which the Consultant is responsible.
5. The Consultant represents that it has no conflicts of interests with the City of Raymore if awarded the Contract Work, and that any potential conflicts of interest that may arise in the future will be disclosed immediately to the City.
6. The Consultant represents the prices offered and other information submitted in connection with its proposal for the Contract Work were arrived at independently without consultation, communication, or agreement with any other offer or competitor.
7. The Consultant will ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex, or national origin.

QUALIFICATION FORM C EXPERIENCE/REFERENCES

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

- Consultant Name
- Mailing Address
- Contact Person
- Telephone Number
- Project Name, Amount, and Date Completed

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

COMPANY NAME	City of Lee's Summit, Missouri
ADDRESS	220 SE Green
	Lee's Summit, MO 64063
CONTACT PERSON	Kent Monter
PHONE NUMBER	816.969.1229
PROJECT, AMOUNT, AND DATE COMPLETED	On-Call for Development Engineering Review Services Completion Date: 2017 Construction Cost: N/A

COMPANY NAME	City of Shawnee, Kansas
ADDRESS	11110 Johnson Drive
	Shawnee, KS 66203
CONTACT PERSON	Paul Lindstrom, PE
PHONE NUMBER	913.742.6234
PROJECT, AMOUNT, AND DATE COMPLETED	King Street from 59th Terrace and 60th Street Completion Date: 10/2019 Construction Cost: \$175,942

COMPANY NAME	City of Leawood, Kansas
ADDRESS	4800 Town Center Drive
	Leawood, KS 66211
CONTACT PERSON	David Ley, PE
PHONE NUMBER	913.663.9134
PROJECT, AMOUNT, AND DATE COMPLETED	On-Call Contract Completion Date: Ongoing Construction Cost: N/A

COMPANY NAME	City of Overland Park, Kansas
ADDRESS	8500 Santa Fe Drive
	Overland Park, KS 66212
CONTACT PERSON	Jason Hussey, PE
PHONE NUMBER	913.895.6007
PROJECT, AMOUNT, AND DATE COMPLETED	2019 Neighborhood Street Reconstruction Program Completion Date: 11/2019 Construction Cost: \$6.3M

COMPANY NAME	City of Olathe, Kansas
ADDRESS	1385 S Robinson Drive
	Olathe, KS 66061
CONTACT PERSON	Austin Lamparter, PE
PHONE NUMBER	913.971.9057
PROJECT, AMOUNT, AND DATE COMPLETED	Lakehurst Neighborhood Street Improvements Completion Date: 12/2018 Construction Cost: \$1.6M

COMPANY NAME	City of Lenexa, Kansas
ADDRESS	17101 West 87th St Parkway
	Lenexa, KS 66219
CONTACT PERSON	Thomas Jacobs, PE, CFM
PHONE NUMBER	913.477.7644
PROJECT, AMOUNT, AND DATE COMPLETED	Lakeview Stormdrainage Analysis and Design Completion Date: 2020 Construction Cost: \$1.9M

State the number of years in business: 89

State the current number of personnel on staff: 740

ATTACHMENT 4

AFFIDAVIT OF WORK AUTHORIZATION

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

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

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

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

KNOWINGLY: A person acts knowingly or with knowledge,

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

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

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

BEFORE ME, the undersigned authority, personally appeared Daniel Brown, PE, LEED AP, who, being duly sworn, states on his oath or affirmation as follows:

Name/Consultant: Daniel Brown, PE, LEED AP

Company: Walter P. Moore and Associates, Inc.

Address: 1100 Walnut, Suite 1825 / Kansas City, MO 64106

- 1 I am of sound mind and capable of signing this Affidavit and am personally acquainted with the facts stated herein.
- 2 Consultant is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the following services contracted between Contractor and the City of Raymore.
- 3 Consultant does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.
- 4 Attached hereto is documentation affirming Consultant's enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

Company Name

Daniel Brown
Signature

Name: Daniel Brown, PE, LEED AP

Title: Principal

Subscribed and sworn to before me this 3 day of September, 2020.

STATE OF Missouri COUNTY OF Jackson

Notary Public:

Tiffany D. Cartwright

My Commission Expires:

4/6/2023



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

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



Company ID Number: 1199363

**THE E-VERIFY
MEMORANDUM OF UNDERSTANDING
FOR WEB SERVICES EMPLOYERS**

**ARTICLE I
PURPOSE AND AUTHORITY**

The parties to this Agreement are the Department of Homeland Security (DHS) and Walter P Moore and Associates, Inc. (Web Services Employer). The purpose of this agreement is to set forth terms and conditions which the Web Services Employer will follow while participating in E-Verify.

A Web Services Employer is an Employer who verifies employment authorization for its newly hired employees using a Web Services interface.

E-Verify is a program that electronically confirms a newly hired employee's authorization to work in the United States after completion of the Form I-9, Employment Eligibility Verification (Form I-9). This MOU explains certain features of the E-Verify program and describes specific responsibilities of the Web Services Employer, DHS, and the Social Security Administration (SSA).

For purposes of this MOU, the "E-Verify browser" refers to the website that provides direct access to the E-Verify system: <https://e-verify.uscis.gov/emp/>. You may access E-Verify directly free of charge via the E-Verify browser.

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

Before accessing E-Verify using Web Services access, the Web Services Employer must meet certain technical requirements. This will require the investment of significant amounts of resources and time. If the Web Services Employer is required to use E-Verify prior to completion and acceptance of its Web Services interface, then it must use the E-Verify browser until it is able to use its Web Services interface. The Web Services Employer must also maintain ongoing technical compatibility with E-Verify.

DHS accepts no liability relating to the Web Services Employer's development or maintenance of any Web Services access system.



Company ID Number: 1199363

may subject the Web Services Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Web Services Employer.

Approved by:

Web Services Employer Walter P Moore and Associates, Inc.	
Name (Please Type or Print) Michelle Perry	Title
Signature Electronically Signed	Date 05/17/2017
Department of Homeland Security – Verification Division	
Name (Please Type or Print)	Title
Signature Electronically Signed	Date



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: Nov. 9, 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 3587 HHW Agreement with MARC Solid Waste Management District

STRATEGIC PLAN GOAL/STRATEGY

Goal 2.2.3 Value and protect natural resources and green spaces

FINANCIAL IMPACT

Award To:	MARC
Amount of Request/Contract:	\$23,308.88
Amount Budgeted:	\$25,000
Funding Source/Account#:	Streets Operating Budget

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

Agreement
Participating Cities
MARC Letter of invitation

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

The City participates annually in the Mid-America Regional Council (MARC) Solid Waste Management District Household Hazardous Waste (HHW) program. This program allows Raymore residents to participate in several HHW drop off events held throughout the metropolitan area including an event that alternates between Raymore and Belton. Residents also have access to several permanent HHW drop off locations throughout the metropolitan area that can be used year-round.

MARC calculates the annual fee for this service based on a per capita rate of \$1.07 multiplied by the 2018 Census' estimated population for our community (21,784) based on this the fee for 2021 is \$23,308.88.

BILL 3587

ORDINANCE

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, APPROVING AN AGREEMENT WITH THE MID-AMERICA REGIONAL COUNCIL SOLID WASTE MANAGEMENT DISTRICT, RELATING TO THE REGIONAL HOUSEHOLD HAZARDOUS WASTE PROGRAM."

WHEREAS, this Agreement is entered into pursuant to the Missouri Revised Statutes Section 70.210 et seq.; and

WHEREAS, Cass, Clay, Jackson, Platte and Ray counties and the City of Kansas City, Missouri, have formed the Mid-America Regional Council Solid Waste Management District (SWMD) pursuant to Section 260.300 through 260.345 of the Revised Statutes of Missouri (1986 & Cum. Supp. 1990) and the members of the SWMD include most cities within member counties; and

WHEREAS, the City of Raymore, Missouri, (sometimes referred to in this Agreement as the "Participating Member") intends to participate in the regional Household Hazardous Waste (HHW) Collection Program.

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

Section 1. The City Manager is authorized to execute an agreement (Exhibit A) with SWMD providing for the participation in the regional HHW program.

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 9TH DAY OF NOVEMBER, 2020.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 23RD 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:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature

2021

**Intergovernmental Agreement between the
MARC Solid Waste Management District and
Raymore, Missouri relating to the
Regional Household Hazardous Waste Collection Program**

This Agreement is entered into pursuant to Missouri Revised Statutes Section 70.210 *et seq.*

Whereas, Cass, Clay, Jackson, Platte, and Ray Counties and the City of Kansas City have formed the MARC Solid Waste Management District (SWMD) pursuant to Sections 260.300 through 260.345 of the Revised Statutes of Missouri (1986 & Cum. Supp. 1990) and the members of the SWMD include most cities within the member counties; and

Whereas the City of Kansas City, Missouri (Kansas City) operates a permanent Household Hazardous Waste facility located at 4707 Deramus, Kansas City, Missouri, and operates outreach sites for collection of Household Hazardous Waste (HHW) at various locations and on various dates; and

Whereas, the City of Lee's Summit, Missouri operates a permanent Household Hazardous Waste Facility located at 2101 SE Hamblen Road, Lee's Summit; and

Whereas, Kansas City and Lee's Summit have made these HHW collection facilities available for use by members of the SWMD and the SWMD, Kansas City and Lee's Summit have agreed to create a regional household hazardous waste program for the benefit of all members of the SWMD; and

Whereas Raymore, Missouri (sometimes referred to in this Agreement as the "Participating Member") intends to participate in the Regional HHW Collection Program;

Therefore, the SWMD and the Participating Member agree that participation in the Regional HHW Collection Program shall be on the following terms and conditions:

I Definitions

Household Hazardous Waste (HHW) shall mean waste that would be classified as hazardous waste by 40 CFR 261.20 through 261.35 but that is exempt under 40 CFR 261.4 (b) (1) (made applicable in Missouri by 10 CSR 25-4.261) because it is generated by households. Examples include paint products, household cleaners, automotive fluids, pesticides, batteries, and similar materials. A determination of whether any material meets this definition shall be made by Kansas City.

II Effective Date

Raymore, Missouri agrees to participate in the Regional HHW Collection Program for a one-year period beginning on January 1, 2021.

III Termination

A. Budget Limitations. This Agreement and all obligations of the Participating Member and the SWMD arising therefrom shall be subject to any limitation imposed by budget law. The parties represent that they have within their respective budgets sufficient funds to discharge the obligations and duties assumed and sufficient funds for the purpose of maintaining this Agreement. This Agreement shall be deemed to terminate by operation of law on the date of expiration of funding.

B. Termination of regional program. If the regional household hazardous waste program is terminated prior to the expiration of this Agreement, the SWMD shall refund the amount paid by the participating member, less the cost of services provided prior to termination of the regional program. The cost of services shall be assessed at seventy-five dollars (\$75.00) for each vehicle belonging to a resident of the participating member that has been served prior to the termination of the program, not to exceed the amount paid by the participating member.

C. Each participating member will be required to notify the SWMD, Kansas City and Lee's Summit in writing of its intention to renew the annual agreement for the following year no later than December 15. In the event that notification is not provided in advance or the final decision is made to not rejoin the program for the upcoming year, the participating member is responsible for any costs incurred by Kansas City and/or Lee's Summit to serve residents after December 31. Kansas City and SWMD reserve the right to invoice the member city or county for any waste disposal costs incurred as a result of late notification.

IV *Duties of Participating Member*

A. *Fees.* **Raymore, Missouri** agrees to pay the sum of **\$23,308.88** to participate in the 2021 Regional HHW Collection Program for the period from January 1 to December 31. The program participation fee is based on a per capita rate of \$1.07 applied to 2018 U.S. Census Population Estimate figures as shown in Attachment One. The fee may be adjusted if a participating member has more current census data. At least one-half of this amount shall be paid within thirty (30) days upon receiving the district invoice. Payment of any remaining balance shall be paid within the following six months.

B. *Payment.* The Participating Member shall be obligated for payment of the amount shown in Paragraph IV(A) irrespective of the participation of its citizens, or of any actual expenses incurred by the SWMD, Kansas City, or Lee's Summit attributable to the Participating Member, except in the event of termination of the regional program, as reflected in III(B) above. Payment by the Participating Member of the agreed upon amount shall not be contingent upon renewal of this Agreement or renewal of the Agreement between the SWMD and Kansas City or Lee's Summit.

Annual Renewal. The agreement between the SWMD and the Participating Member will be subject to renewal each year. To assure community information is included in the printed promotional material, agreements will be due no later than February 1, 2021. No pro ration of fees is applicable under this agreement.

C. *Contact Person.* The Participating Member agrees to notify the SWMD and Kansas City, on or before the date of this Agreement, of the name of an individual who will serve as its contact person with respect to the Regional HHW Collection Program.

V *Services Provided by the SWMD*

A. *Permanent Collection Facilities.* HHW collection services shall be provided by Kansas City and Lee's Summit pursuant to agreements entered into between the SWMD and Kansas City, and the SWMD and Lee's Summit. Pursuant to those agreements, residents of the Participating Member may deliver HHW, by appointment, if required, and during normal hours of operation, to the Kansas City permanent HHW facility and to the Lee's Summit permanent HHW facility.

B. *Outreach Collections.* Pursuant to the agreement between the SWMD and Kansas City, Kansas City has also agreed to provide contractor services for the collection of HHW at outreach collection sites throughout the SWMD area. Residents of the Participating Member will be able to deliver HHW to outreach collection sites, the dates and locations of which will be negotiated by the SWMD and Kansas City. If, at the request of a Participating Member, an outreach collection is held within its boundaries, the Participating Member agrees that Kansas City or the contractor shall have overall control of the collection activities but the Participating Member shall provide the following:

- adequate and safe sites with unobstructed public access;
- access to restroom facilities and drinking water
- adequate publicity of the date and location of the mobile collection;
- a means for the collection, removal and disposal of any wastes that do not meet the definition of hazardous waste;
- volunteers or workers to conduct traffic control, survey participating residents, stack latex paint and automotive batteries, and assist with non-hazardous waste removal and bulking of motor oil;

- means of limiting the vehicles to a number negotiated by Kansas City and the SWMD (estimated to be either 200, 300, or 400 vehicles per outreach collection);
- a forklift and forklift operator available at the opening and closing of the event; and
- access to residents of any city or county that is also a participating member.

VI Reports

The SWMD will provide to the Participating Member quarterly reports on the operations of the Kansas City and Lee's Summit permanent facilities and on the operations of the outreach collections, based on information provided to the SWMD by Kansas City and Lee's Summit. The quarterly reports shall include the following information:

- Total number vehicles using each facility (permanent or mobile) on a quarterly basis;
- Number of vehicles from each participating member using the facility;
- An end-of-the-year summary report including waste composition and disposition.
- Each program year the district will provide brochures which include facility hours of operation, mobile event schedule, and contact information

VII Insurance

A. *Insurance.* The SWMD agrees that, pursuant to the terms of its Agreement with Kansas City, Kansas City shall maintain liability insurance related to the outreach collection sites under which the community where the site is located shall be named as an additional insured.

VIII Legal Jurisdiction

Nothing in this Agreement shall be construed as either limiting or extending the legal jurisdiction of the parties.

MARC Solid Waste Management District:

Participating Member:

_____ Date: _____

_____ Date : _____

Doug Wylie, Chair

Print Name

Print Title



MARC Solid Waste Management District

Serving local governments in Cass, Clay, Jackson, Platte and Ray Counties and working cooperatively with Johnson, Leavenworth, Miami and Wyandotte Counties

Executive Board

Appointed:

Forest Decker
City of Kansas City

Jimmy Odom
Cass County

Gene Owen
Clay County

Brenda Franks
Jackson County

Daniel Erickson
Platte County

Bob King
Ray County

Elected:

David Pavlich
City of Kearney

Doug Wylie, Chair
City of Parkville

Mike Jackson
City of Independence

Chris Bussen
City of Lee's Summit

Mike Larson
City of Sugar Creek

David Gress
City of Raymore

Matthew Wright, Vice Chair
City of Blue Springs

Chris Hawkins
City of Lake Lotawana

Ex Officio:

Lisa McDaniel, Planner
Secretary/Treasurer

October 13, 2020

Re: 2021 Regional Household Hazardous Waste (HHW) Program

The MARC Solid Waste Management District has administered the Regional HHW Collection Program for 24 years. We are pleased that this program continues to make possible the safe disposal of household hazardous waste for thousands of residents in our region.

Program membership provide residents access to two permanent facilities in Kansas City and Lee's Summit, and to multiple mobile collections.

Materials accepted for safe disposal include paint and paint-related products, automotive fluids, batteries, lawn and garden chemicals, housecleaners, fluorescent bulbs, and other items such as bug sprays and even nail polish!

The 2021 participation fee will be \$1.07 per capita and will be applied to 2018 population estimates. This is the exact same rate as 2020. A community cost list is attached to the agreement enclosed. The program is also supported with a grant from the Missouri Department of Natural Resources to assist with disposal costs.

If you are interested in providing this service to your residents in 2021, please return the signed agreement in the envelope provided by **Friday, December 11, 2020.**

We look forward to serving your community. Please contact Nadja Karpilow at (816) 701-8226 if you have any questions. District staff is available to speak to your city council or county commissioners if further information is requested.

Sincerely,

A handwritten signature in blue ink, appearing to read "Doug Wylie".

Doug Wylie
Chair, MARC Solid Waste Management District



**IT'S YOUR HOME.
MAKE IT SAFE.**

2021 Regional Household Hazardous Waste Collection Program			
	Attachment 1	2018	\$1.07
	Community	Population Estimates	per capita
1	Archie	1,207	\$ 1,291.49
2	Belton	23,598	\$ 25,249.86
3	Blue Springs	55,104	\$ 58,961.28
4	Buckner	3,031	\$ 3,243.17
5	Camden Point	546	\$ 584.22
6	Claycomo Village	1,494	\$ 1,598.58
7	Cleveland	663	\$ 709.41
8	Dearborn	526	\$ 562.82
9	Drexel	949	\$ 1,015.43
10	Edgerton	606	\$ 648.42
11	Excelsior Springs	11,646	\$ 12,461.22
12	Ferrelview	801	\$ 857.07
13	Garden City	1,635	\$ 1,749.45
14	Gladstone	27,317	\$ 29,229.19
15	Glenaire	581	\$ 621.67
16	Grain Valley	14,277	\$ 15,276.39
17	Grandview	24,962	\$ 26,709.34
18	Greenwood	5,781	\$ 6,185.67
19	Hardin	537	\$ 574.59
20	Harrisonville	10,088	\$ 10,794.16
21	Kearney	10,457	\$ 11,188.99
22	Lake Lotawana	2,107	\$ 2,254.49
23	Lake Tapawingo	721	\$ 771.47
24	Lake Waukomis	927	\$ 991.89
25	Lake Winnebago	1,187	\$ 1,270.09
26	Lawson	2,399	\$ 2,566.93
27	Liberty	31,779	\$ 34,003.53
28	Loch Lloyd	768	\$ 821.76
29	Lone Jack	1,306	\$ 1,397.42
30	North Kansas City	4,529	\$ 4,846.03
31	Oak Grove	8,182	\$ 8,754.74
32	Orrick	803	\$ 859.21
33	Parkville	6,949	\$ 7,435.43
34	Peculiar	5,323	\$ 5,695.61
35	Platte City	4,668	\$ 4,994.76
36	Pleasant Hill	8,639	\$ 9,243.73
37	Pleasant Valley	3,057	\$ 3,270.99
38	Raymore	21,784	\$ 23,308.88
39	Raytown	28,993	\$ 31,022.51
40	Richmond	5,634	\$ 6,028.38
41	Riverside	3,453	\$ 3,694.71
42	Smithville	10,249	\$ 10,966.43
43	Sugar Creek	3,277	\$ 3,506.39
44	Weatherby Lake	2,037	\$ 2,179.59
45	Weston	1,808	\$ 1,934.56
46	Wood Heights	685	\$ 732.95
47	Unincorporated Cass County	25,166	\$ 26,927.62
48	Unincorporated Clay County	16,157	\$ 17,287.99
49	Unincorporated Jackson Co.	23,018	\$ 24,629.26
50	Unincorporated Platte County	29,159	\$ 31,200.13
51	Unincorporated Ray County	11,440	\$ 12,240.80

Source: marc.org/data&economy/MetroDataline/Currentpopulationdata



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: Nov. 9, 2020

SUBMITTED BY: Mike Ekey

DEPARTMENT: Administration

<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 3588 - Award of Contract - Staffing Analysis

STRATEGIC PLAN GOAL/STRATEGY

4.1: Develop a high-quality workforce

FINANCIAL IMPACT

Award To: Mejorando Group
Amount of Request/Contract: \$35,000, plus up to \$2,500 in other expenses
Amount Budgeted: \$45,000
Funding Source/Account#:

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
Nov. 10, 2020	Jan. 4, 2020

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

Contract
Mejorando Proposal

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

With the continued growth of our community, staff is recommending a comprehensive staffing analysis to look at the City's current staffing levels, how we compare to other cities and how our staffing can continue to support future growth. The goal, as outlined by the City Council's Strategic Plan, is to ensure that the City can continue to provide high levels of customer service in the areas of Public Safety, Parks and Public Works.

The City issued a request for qualifications and received responses from The Mejorando Group, Novak Consulting, MGT Consulting and The Matrix Group.

Based on interviews, a thorough review of the proposals and input from department heads, staff is recommending the Mejorando Group for this study.

This item is being submitted as an emergency reading so work can begin immediately.

BILL 3588

ORDINANCE

“AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE MEJORANDO GROUP, FOR A STAFFING ANALYSIS; AND AUTHORIZING THE MAYOR TO DECLARE THIS AS AN EMERGENCY.”

WHEREAS, the City Council has deemed it a strategic priority that the City should provide exceptional service to all our residents; and

WHEREAS, the continued growth of our community necessitates a comprehensive study of our current and future staffing needs - specifically in the areas of Public Safety, Parks and Public Works; and

WHEREAS, Raymore issued a Request for Qualifications (“RFQu 20-008”) seeking professional consulting to conduct the analytical staffing analysis and identified the Mejorando Group as a qualified entity.

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

Section 1. The City Manager is hereby directed to enter into an agreement with the Mejorando Group for a staffing analysis, Exhibit A.

Section 3. The City Manager is authorized to approve change orders for this project within established budget constraints.

Section 4. Effective Date. The effective date of approval of this Ordinance shall be coincidental with the Mayor’s signature and attestation by the City Clerk.

Section 5. Severability. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 6. Emergency Reading. In order to assure timely completion of this project, the Mayor hereby authorizes the passage of this Ordinance as an emergency bill.

**DULY READ THE FIRST AND SECOND TIME THIS 9TH 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:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature



CITY OF RAYMORE
CONTRACT FOR PROFESSIONAL SERVICES

STAFFING STUDY

AGREEMENT FOR PROVISION OF THE FOLLOWING SERVICES

Agreement made this November 9th, 2020 between Patrick Ibarra, dba The Mejorando Group, an entity organized and existing under the laws of the State of Arizona, with its principal office located at 7409 North 84th Ave, Glendale, AZ 85305, 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 November 10th, 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 #20-008 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 # 20-008 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 \$35,000.00 for the study and not to exceed \$2,500.00 for reimbursable expenses associated with the project. 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:

Payment for work completed thru November 30 and final payment at the completion and delivery of final report.

Payment shall be made within 30 days upon receipt of invoices presented in duplicate.

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

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

ARTICLE 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)

THE MEJORANDO GROUP

By: Bates Gam

Title: Owner

Attest: _____

Appendix A

Scope of Services

The objective of this study is to conduct a detailed analysis of the operations of each of the departments outlined and determine appropriate levels of staffing now and in the consideration of anticipated growth for the next ten year period for planning purposes.

The consultant will be expected to meet with both the department heads, the human resources department, and the Assistant City Manager and City Manager to gather all necessary data and background to provide a final recommendation on appropriate staffing.

The current staff levels in each of the departments to be reviewed have remained unchanged since 2006. Since that time the city population has increased from 15,530 to the 22,194 from above. Housing units in the city have increased from 6,138 to 8,766. There have been the expected corresponding increases in infrastructure, amenities and calls for service. These can be outlined in detail by staff with the successful firm.

Police Department and Dispatch

Personnel in the Police Department include:

- 1 FTE - Chief of Police
- 1 FTE - Patrol Captain
- 1 FTE - Support Captain
- 2 FTE - Patrol Lieutenant
- 4 FTE - Patrol Sergeants
- 17 FTE - Patrol Officers
- 1 FTE - Investigations Sergeant
- 2 FTE - Detectives
- 1 FTE - School Youth Community Outreach Officer
- 2 FTE - Animal Control

Personnel in Dispatch include:

- 1 FTE - Chief Communications Officer
- 8 FTE - Communications Officers

The City of Raymore dispatches for the City of Raymore Police Department, the South Metropolitan Fire District, the City of Peculiar Police Department, and the West Peculiar Fire District.

The City of Raymore also provides animal sheltering services for the City of Peculiar using our Animal Control officers and department.

The organizational chart and overview for the entire department is attached as Exhibit A.

Parks and Recreation

Personnel in the Parks and Recreation Department include:

- 1 FTE - Parks and Recreation Director
- 1 FTE - Parks Superintendent
- 1 FTE - Recreation Superintendent
- 1 FTE - Crew Leader, Parks
- 4 FTE - Maintenance Workers, Parks
- 1 FTE - Recreation Coordinator
- 1 FTE - Athletic Coordinator

The organizational chart and overview for the entire department is attached as Exhibit B.

Public Works

Public Works consists of the following departments - Engineering, Streets, Water, Sewer, and Stormwater. Personnel in those departments include:

- 1 FTE - Public Works Director
- 1 FTE - Assistant Public Works Director - Engineering
- 1 FTE - Assistant Public Works Director - Operations
- 2 FTE - Engineering Technicians
- 1 FTE - Stormwater Specialist
- 3 FTE - Crew Leaders
- 13 FTE - Maintenance Workers

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 on November 9, 2020, with final design and bid specifications completed by December 31, 2020.

C. Insurance

The Consultant shall procure, maintain, and provide proof of, insurance coverage for injuries to persons and/or property damage as may arise from or in conjunction with, the work performed on behalf of the City of Raymore by the Consultant, its agents, representatives, employees or sub consultants. The City of Raymore shall be named as an additional insured under such insurance contracts (except for Worker's Compensation coverage). A Certificate of Insurance will be required within ten calendar days from the date of receipt of the Notice of Award. Claims made on policies must be 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 City Manager 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. Bidders and 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 bidder's enrollment and participation in a federal work authorization program (see below) with respect to the employees proposed to work in connection with the services requested herein.

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

QUALIFICATION FORM A

PROPOSAL VALIDITY AND COMMITMENT TO SIGN AGREEMENTS

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

FIRM NAME: Patrick Ibarra, dba The Mejorando Group

ADDRESS: 7409 North 84th Avenue

Street

ADDRESS: Glendale Arizona 85305

City

State

Zip

PHONE: 925-518-0187

E-MAIL: patrick@gettingbetterallthetime.com

DATE: 10-27-20
(Month-Day-Year)


Signature of Officer/Title

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

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

Check One:

MBE (Minority Owned Enterprise)

WBE (Women Owned Enterprise)

Small Business

QUALIFICATION FORM B

DISCLOSURES

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

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

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

Legal Matters

1. Claims, Judgments, Lawsuits: Are there or have there been any claims, judgments, lawsuits or alternative dispute proceedings involving the Firm in the past 48 months?

Yes No If yes, provide details in an attachment.

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

Yes No If yes, provide details in an attachment.

Required Representations

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

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

C. QUALIFICATIONS FORM C

"We felt from the beginning that Patrick Ibarra and the Mejorando Group were the right consultants to lead a comprehensive assessment of the Human Resource Department. He came specifically and enthusiastically recommended, and he proceeded to educate us, motivate us, and help us get real about change. At the end of the project, Patrick left us with something we could really use — not just a technical analysis but also a detailed implementation plan that's empowering the department to take bold action. Patrick's passion for bringing agencies and individuals up to the level they're capable of is contagious, and our organization is positioned to become much better because of it."

Julie Cardillo
 Housing Authority of the County of Santa Clara, California

EXPERIENCE / REFERENCES

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

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

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

COMPANY NAME	City of Green River (pop. 11,978)
ADDRESS	50 East 2nd North Green River, WY 82935
CONTACT PERSON	Barry Cook, former City Manager
PHONE NUMBER	Mr. Cook departed in 2017
PROJECT, AMOUNT AND DATE COMPLETED	In 2016, were engaged to conduct an efficiency and effectiveness study of all city departments including Parks and Recreation, Police and Public Works. Recommendations focused on analysis of organizational structure, staffing needs, use of technology, changes to key policies, and improved efficiency in service delivery all encompassed in a specific change management plan for implementation. Amount of contract was \$18,000.

COMPANY NAME	Mobile County (AL) – pop. 413,210
ADDRESS	205 Government Street
	Mobile, Alabama 36644
CONTACT PERSON	Glenn Hodge, County Administrator
PHONE NUMBER	251-574-8605
PROJECT, AMOUNT AND DATE COMPLETED	In 2017, were engaged to conduct an efficiency and effectiveness study of a large Public Work Department. Recommendations focused on analysis of organizational structure, staffing needs, use of technology, workplace culture, leadership performance, changes to key policies, and improved efficiency in service delivery all encompassed in a specific change management plan for implementation. Amount of contract was \$29,000.

COMPANY NAME	City of San Luis Obispo (CA) pop. 47,446
ADDRESS	1341 Nipomo Street
	San Luis Obispo, CA 93401
CONTACT PERSON	Betsy Kiser, former Director
PHONE NUMBER	Ms. Kiser retired in 2018
PROJECT, AMOUNT AND DATE COMPLETED	In 2016, was engaged to conduct an organizational review of the Parks and Recreation Department. The consulting team undertook a thorough analysis and made recommendations regarding present and future organizational structure; future staffing requirements; modifying duties and responsibilities of positions; enhancements to workplace environment; and improvements in procedures to streamline workflow. Amount of contract was \$17,000.

COMPANY NAME	San Mateo County (CA) – pop. 765,935
ADDRESS	400 County Center, 1st Floor
	Redwood City, CA 94063
CONTACT PERSON	John Maltbie, County Manager
PHONE NUMBER	Mr. Maltbie retired in 2018.
PROJECT, AMOUNT AND DATE COMPLETED	In 2016, was engaged to conduct a management review of the Assessor-County Clerk-Elections-Recorder Office

	overseen by a single elected official. Recommendations focused on present and future organizational structure, future staffing requirements, implementing a robust succession planning program, establishing meaningful performance measures, and improving efficiencies in service delivery. Contact amount was \$75,000.
COMPANY NAME	City of Fort Lupton (CO) – pop. 8,275
ADDRESS	130 S. McKinley Avenue
	Fort Lupton, CO 80621
CONTACT PERSON	Claude Hanes, City Manager
PHONE NUMBER	Mr. Hanes retired in 2019.
PROJECT, AMOUNT AND DATE COMPLETED	In 2016, was engaged to conduct an efficiency and effectiveness study of city departments. Recommendations focused on identifying \$300,000 in cost savings, analysis of essential job functions, organizational restructuring, staffing needs (including a targeted Reduction in Force), use of technology, adoption of performance measures, changes to key policies, and improved efficiency in service delivery all encompassed in a specific change management plan for implementation. Fee was \$15,000.

State the number of Years in Business: 18 plus – established in 2002

State the current number of personnel on staff: Sole proprietor – assemble teams (i.e. sub-contractors) for projects

As an FYI, the Mejorando Group consulting team has been active since our inception in 2002, partnering with a number of cities to complete staffing studies that were prior to 48 months ago. These include projects for the cities of Alameda (CA), Long Beach (CA), Queen Creek (AZ), Savannah (GA), Scottsdale (AZ), Tacoma (WA), Tucson (AZ), and counties of Placer (CA) and San Luis Obispo (CA). Over the last few years, we have remained actively engaged on a variety of organizational type of assessments. However, while the primary focus was not staffing studies per se, instead the scope of services was on succession planning, talent management, leadership development and workplace culture. These clients include the cities of Edmond (OK), Fort Lauderdale (FL), Manteca (CA), Reno (NV), Sunnyvale (CA), Tracy (CA) and West Hollywood (CA), counties of Maricopa (AZ) and Pitkin (CO) and Coachella Valley Water District (CA).

AFFIDAVIT

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

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

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

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

KNOWINGLY: A person acts knowingly or with knowledge,

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

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

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

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

Name/Consultant: Patrick Iban

Company: The Mejorado Group

Address: 7409 North 84th Avenue Glendale AZ 85305

- 1 I am of sound mind and capable of making this Affidavit, and am personally acquainted with the facts stated herein.
- 2 Consultant is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the following services contracted between Contractor and the City of Raymore: Project #20-008
- 3 Consultant does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.
- 4 Attached hereto is documentation affirming Consultant's enrollment and participation in a federal work authorization program with respect to the

employees working in connection with the contracted services.

(Company Name)

Pat Igo
Signature

Name: Patrick Igo

Title: Owner

Subscribed and sworn to before me this 26 day of October, 2020.

STATE OF Arizona COUNTY OF Maricopa

Notary Public: Karleigh Jones



My Commission Expires: 03/12/2024

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

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

Miscellaneous

THE RAYMORE CITY COUNCIL HELD A WORK SESSION ON MONDAY, NOVEMBER 2, 2020, AT 7:00 P.M., AT CITY HALL, 100 MUNICIPAL CIRCLE. PRESENT: MAYOR TURNBOW, COUNCILMEMBERS ABDELGAWAD, BARBER, BERENDZEN, BURKE III, CIRCO, HOLMAN, JACOBSON, AND TOWNSEND. ALSO PRESENT: CITY MANAGER JIM FEUERBORN, CITY ATTORNEY JONATHAN ZERR, AND CITY STAFF.

A. Election Facility and Safety Plan

Chief of Police Jan Zimmerman, City Manager Jim Feuerborn, and Assistant City Manager Mike Ekey outlined plans for Centerview and the RAC for traffic flow and public safety on Election Day.

B. City Council Review - Rules and Procedures/Robert's Rules/Sunshine Law

City Attorney Jonathan Zerr reviewed the Council's rules and procedures and other practical applicable laws that impact the day to day workings of the City Council. He reviewed a number of scenarios to examine potential appearances of impropriety.

C. Board and Commission Appointments

Mayor Turnbow presented recommendations for Board and Commission appointments to the Council. The appointments will be before Council for consideration at the November 9 regular meeting.

D. Other

The work session of the Raymore City Council adjourned at 8:17 p.m.

THE RAYMORE PARKS AND RECREATION BOARD MET IN REGULAR SESSION TUESDAY, SEPTEMBER 22, 2020, IN COUNCIL CHAMBERS AT 100 MUNICIPAL CIRCLE, RAYMORE, MISSOURI.

MEMBERS PRESENT: Chairman Trautman; Members Harris, Houdyshell, Manson, Supple and Williamson. Members Bartow, Casas and Collier were absent

STAFF PRESENT: Director Musteen, Park Superintendent Rulo, Recreation/Facilities Superintendent Gibbs and Office Assistant Naab.

1. Call to Order: Chairman Trautman called the meeting to order at 7:00pm.

2. Roll Call

3. Pledge of Allegiance

4. Personal Appearances

5. Consent Agenda

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

A. Park Board Minutes

July 28, 2020
August 11, 2020

Motion: Member Harris moved to accept the Park Board minutes of July 28 and August 11, 2020.
Member Manson seconded the motion.

Discussion:

Vote:	6 Aye	Member Bartow	Absent
	0 Nay	Member Casas	Absent
	3 Absent	Member Collier	Absent
		Member Harris	Aye
		Member Houdyshell	Aye
		Member Manson	Aye
		Member Supple	Aye
		Member Trautman	Aye
		Member Williamson	Aye

6. Staff Reports

Recreation/Facilities Superintendent Gibbs highlighted his report.
Parks Superintendent Rulo highlighted his written report.
Director Musteen highlighted his report.

7. Old Business - None

8. New Business

A. Budget Amendment - Depot Railings

Action Item

APPROVED: October 27, 2020 (8-0, 1 Abstain)

Staff is presented a recommendation to purchase and install additional railings to the Depot for the Ice Rink. A required budget amendment was included in the packet.

Motion: Member Harris moved to accept the budget amendment of \$15,000.00 for The ice rink railings.
Member Manson seconded the motion.

Discussion:

Vote:	6 Aye	Member Bartow	Absent
	0 Nay	Member Casas	Absent
	3 Absent	Member Collier	Absent
		Member Harris	Aye
		Member Houdyshell	Aye
		Member Manson	Aye
		Member Supple	Aye
		Member Trautman	Aye
		Member Williamson	Aye

9. Public Comment

Dean Johnson of Boy Scout Troop 1032 is working on his Eagle Scout Project at Recreation Park. He would like to replace the tennis court backboards at Recreation Park.

The Park Board thanked Mr. Johnson for his presentation and future project.

10. Board Member Comment

11. Adjournment

Motion: Member Harris moved to adjourn the regular meeting.
Member Manson seconded the motion.

Discussion: None

Vote:	6 Aye	Member Bartow	Absent
	0 Nay	Member Casas	Absent
	3 Absent	Member Collier	Absent
		Member Harris	Aye
		Member Houdyshell	Aye
		Member Manson	Aye
		Member Supple	Aye
		Member Trautman	Aye
		Member Williamson	Aye

The regular meeting of the Raymore Park Board adjourned at 7:39 pm.

Respectfully submitted,

APPROVED: October 27, 2020 (8-0, 1 Abstain)

Greta Naab
Office Assistant