

AGENDA

Raymore City Council Regular Meeting
City Hall – 100 Municipal Circle
Monday, January 10, 2022
7:00 p.m.

- 1. Call to Order.**
- 2. Roll Call.**
- 3. Pledge of Allegiance.**
- 4. Presentations/Awards.**
- 5. Personal Appearances.**
- 6. Staff Reports.**
 - A. Development Services (pg 7)
 - B. Monthly Court Report (pg 13)
 - 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, they may so request.

- A. City Council Special Meeting Minutes, December 20, 2021 (pg 19)
- B. Appointments and Affirmations of Membership to Incentive District Boards

Reference: - Agenda Item Information Sheet (pg 27)
- Resolution 22-01 (pg 29)

Because the timing of the expiration of the City CID and TDD board terms varies based on when the District was formed, in the past, City staff has brought forward a Resolution for approval which makes all the board appointments to all the Districts for the upcoming year. The Resolution shows each of the members currently serving on the boards, even if the members are not being re-appointed, in order for the City Council to better track who is serving on the various boards.

C. 2021 Fire Hydrant Project - Acceptance and Final Payment

Reference: - Resolution 22-02 (pg 33)

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

9. Unfinished Business. Second Reading.

A. Brown Event Space Conditional Use Permit

Reference: - Agenda Item Information Sheet (pg 37)
- Bill 3675 (pg 39)
- Planning Commission Minutes Excerpt (pg 41)
- Conceptual Plan (pg 59)

Steven Brown filed a request for a Conditional Use Permit to operate an event center in an existing barn on his property located at 16119 Kentucky Road.

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| <ul style="list-style-type: none">• City Council, 12/20/2021: Approved 7-0• Planning and Zoning Commission, 12/7/2021: Approved 9-0 |
|--|

10. New Business. First Reading.

A. Tax Increment Financing Plans and Redevelopment Projects - Progress Overview (public hearing)

Reference: - Agenda Item Information Sheet (pg 63)
- Annual Reports (pg 65)

In accordance with RSMo. 99.865, the City Council shall determine if the tax increment financing (TIF) plans and their associated redevelopment projects are making satisfactory progress under the proposed time schedules contained within the approved plans for the completion of the projects. This presentation includes: Foxwood Village Shops, Highway 58 West Extended Redevelopment, and Highway 58 & Dean Avenue TIFs.

B. Agreement with A Graphic Resource for Printing and Mailing Services

Reference: - Agenda Item Information Sheet (pg 73)
- Bill 3676 (pg 75)
- Contract (pg 77)

The current contract with A Graphic Resource for printing and mailing the Review expired on Dec. 31, 2021. After soliciting bids, staff determined that AGR was the lowest and best bidder for this three-year contract.

C. MARC Household Hazardous Waste Agreement

Reference: - Agenda Item Information (pg 99)
- Bill 3677 (pg 101)
- Agreement (pg 103)

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. Little Blue Valley Sewer District

Reference: - Agenda Item Information (pg 109)
- Resolution 22-03 (pg 111)

Following the Work Session presentation by Jeff Shook on Jan. 3, the Council has been asked to provide a resolution of support to the sewer district. As a customer of the sewer district, the Council's support will allow the Little Blue Valley Sewer District to make capital improvements in the Middle Big Creek sub-district.

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

Reference: - Agenda Item Information (pg 115)
- Bill 3678 (pg 117)
- Employment Contract (pg 119)

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

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, 01/03/2022 (pg 129)
-

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 December 2021

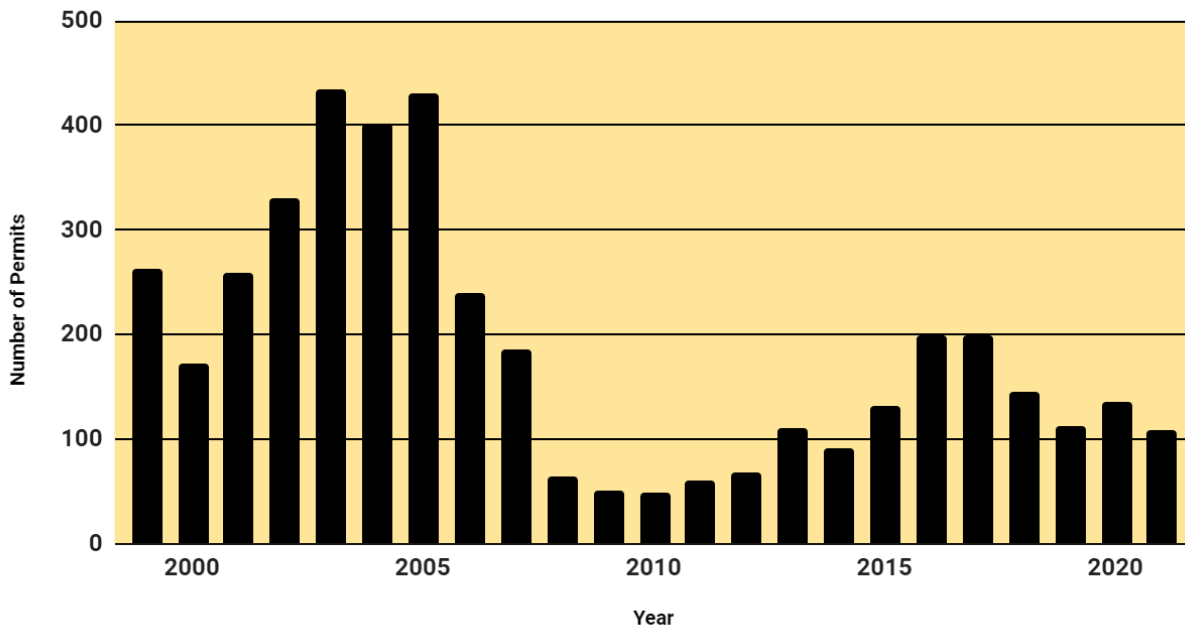
Building Permit Activity

Type of Permit	Dec 2021	2021 YTD	2020 YTD	2020 Total
Detached Single-Family Residential	7	108	136	136
Attached Single-Family Residential	46	166	22	22
Multi-Family Residential	0	0	396	396
Miscellaneous Residential (deck; roof)	43	574	1,240	1,240
Commercial - New, Additions, Alterations	3	38	13	13
Sign Permits	12	37	37	37
Inspections	Dec 2021	2021 YTD	2020 YTD	2020 Total
Total # of Inspections	236	3,882	4,447	4,447
Valuation	Dec 2021	2021 YTD	2020 YTD	2020 Total
Total Residential Permit Valuation	\$8,871,800	\$57,700,900	\$40,314,600	\$40,314,600
Total Commercial Permit Valuation	\$265,500	\$39,600,680	\$46,094,200	\$46,094,200

Additional Building Activity:

- Site work continues for The Venue of The Good Ranch townhome development.
- Tenant work was completed for the Heartland Dental Office building in the Raymore Marketplace.
- Building construction continues on the South Town Storage facility, a covered parking area for RV's and similar vehicles
- Site work continues for Alexander Creek Third Plat.
- Site work was completed for Eastbrooke at Creekmoor 2nd Plat
- Site work continues for Eastbrooke at Creekmoor 3rd Plat
- Building construction continued for the South Metropolitan Fire Protection District administration building.
- Construction continued on the townhome units in Sunset Plaza, located east of Sunset Lane and south of 58 Highway
- Construction has commenced on Building 3 in the Raymore Commerce Center
- Tenant finish work was completed for Buff City Soap to locate at 2007 W. Foxwood Drive
- Tenant finish work continued for Wing Stop to locate at 1941 W. Foxwood Drive
- Tenant finish work continued for Salon 319 to locate at 319 Municipal Circle

Single Family Building Permits



Code Enforcement Activity

Code Activity	Dec 2021	2021 YTD	2020 YTD	2020 Total
Code Enforcement Cases Opened	44	575	565	565
<i>Notices Mailed</i>				
-Tall Grass/Weeds	0	85	96	96
- Inoperable Vehicles	16	191	185	185
- Junk/Trash/Debris in Yard	8	94	92	92
- Object placed in right-of-way	0	5	6	6
- Parking of vehicles in front yard	4	45	20	20
- Exterior home maintenance	8	63	43	43
- Other (trash at curb early; signs; etc)	0	6	6	6
Properties mowed by City Contractor	0	42	73	73
Abatement of violations (silt fence repaired; trees removed; stagnant pools emptied; debris removed)	1	2	3	3
Signs in right-of-way removed	59	524	460	460
Violations abated by Code Officer	8	86	133	133

Development Activity

Current Projects

- Madison Valley Phase 2 Preliminary Plat
- Knoll Creek Preliminary Plat
- Sendera First and Second Final Plat
- Timber Trails Mixed Use Development Preliminary Plan
- Brown Event Center Conditional Use Permit
- LeMor Estates Rezoning Lots 7 & 10, R-1 to R-2
- Watermark Site Plan
- Grube Rezoning
- Johnny's Tavern Site Plan

	As of Dec 31, 2021	As of Dec 31, 2020	As of Dec 31, 2019
Homes currently under construction	572 (252 units at Lofts of Foxridge)	570 (396 units at Lofts of Foxridge)	150
Total number of Undeveloped Lots Available (site ready for issuance of a permit for a new home)	200	268	348
Total number of dwelling units in City	9,073	8,801	8,663

Actions of Boards, Commission, and City Council

City Council

December 13, 2021

- Approved the reappointment of Kelly Fizer and Mario Urquilla to the Planning and Zoning Commission
- Approved the reappointment of Terri Woods, Ben Bailey and Aaron Harrison to the Board of Adjustment
- Approved on 2nd reading the rezoning of Lot 7 and Lot 10 in LeMor Estates
- Approved on 2nd reading the 34th amendment to the Unified Development Code
- Approved on 2nd reading the correction of the legal description for the Watermark Apartment Community rezoning
- Approved The Estates at Knoll Creek Preliminary Plat

December 20, 2021

- Approved the Madison Valley Preliminary Plat
- Approved on 1st reading the Conditional Use Permit for the Brown Event Space
- Approved on 1st reading the correction of the legal description in the Watermark rezoning request

Planning and Zoning Commission

December 7, 2021

- Recommended approval of the Conditional Use Permit for the Brown Event Center
- Approved the Watermark Apartment Community Site Plan

Board of Adjustment

December 14, 2021

- Approved a variance to allow a 2nd driveway at 712 Raven Street

Upcoming Meetings – January & February

January 4, 2022 Planning and Zoning Commission

- Meeting cancelled

January 10, 2022 City Council

- 2nd reading - Brown Event Center

January 18, 2022 Planning and Zoning Commission

- Johnny's Tavern Site Plan
- Rezoning of 10+ acres from M-1 to R-3A located south of Dawn Street, east of Sunrise Drive (public hearing)

January 24, 2022 City Council

- No applications currently pending

January 31, 2022 Joint Meeting of City Council and the Planning and Zoning Commission

February 1, 2022 Planning and Zoning Commission

- No applications currently pending

February 14, 2022 City Council

- 1st reading - Rezoning of 10+ acres from M-1 to R-3A located south of Dawn Street, east of Sunrise Drive (public hearing)

February 15, 2022 Board of Adjustment

- Application filed by Sean Seibert requesting a variance to the front yard setback for Lot 30 in Oak Ridge Farms (public hearing)

February 15, 2022 Planning and Zoning Commission

- No applications currently pending

February 28, 2022 City Council

- 2nd reading - Rezoning of 10+ acres from M-1 to R-3A located south of Dawn Street, east of Sunrise Drive (public hearing)

Department Activities

- Director Jim Cadoret participated in the Planner's Roundtable hosted quarterly by the Mid-America Regional Planning Council.
- Code Enforcement Officer Drayton Vogel participated in a virtual training session on code enforcement officer safety sponsored by the International Code Council.
- Development Services Director Jim Cadoret and City Planner Dylan Eppert met with department heads to continue staff work efforts on completion of the City Comprehensive Plan.
- A Certificate of Occupancy was issued for the new Buff City Soap located at 2007 W. Foxwood Drive Suite E.
- GIS Coordinator Heather Eisenbarth participated in the monthly meeting of the Missouri Geographic Information Systems Advisory Council.
- A Certificate of Occupancy was issued for [Heartland Dental](#) to open at 826 W. Foxwood Drive.
- Economic Development Director David Gress attended the monthly Raymore Chamber of Commerce Morning Coffee, hosted by 319 Salon & Suites (319 Municipal Circle).
- Economic Development Director David Gress and Mayor Kristofer Turnbow attended the annual board retreat of the Raymore Chamber of Commerce Board.
- Building Official Jon Woerner completed building construction plan review for the Raymore-Peculiar School District LEAD facility to be located in the former Orscheln's building.
- Demolition was commenced on the former Golden Corral restaurant. Construction on the new [Whataburger](#) restaurant will soon follow.
- The Raymore Universally Designed Home constructed by Wade Beck, Pinnacle Homes of Kansas City, received the [Better Living Design Designation](#) from the Better Living Design Institute.
- Economic Development Director David Gress and Mayor Kris Turnbow attended the Holiday Coffee Breakfast hosted by Country Club Bank (1000 W. Foxwood Drive).
- Dylan Eppert, Jim Cadoret, David Gress, Mike Ekey and Mayor Kris Turnbow attended the Missouri ARPA Economic Development Programs Webinar.
- A building permit has been issued for the Raymore-Peculiar School District LEAD Center to begin construction at the former Orscheln Farm & Home building.
- Foxwood Springs completed the replacement of their fire sprinkler system.

GIS Activities

- Web mapping application creation, indoor facility map for (point) asset collection
- Software updates & configuration for enterprise components, including printer(s)
- Creation of database index field(s) for (water) data to support new schema requirements
- Script updates of log reporting to include use detail of database services & sites
- Update of annual databases as requested; DNR, MO1Call, MARC, etc
- Production of cartographic maps as requested, City, wards, snow, etc
- Reporting as requested; activity, construction, etc
- Mapping of public assets & address management for dwellings/utilities
- Data delivery as requested; contractors, design engineers, architects, etc
- QA/QC of feature datasets, quarterly and annual review/update

MUNICIPAL DIVISION SUMMARY REPORTING FORM

Refer to instructions for directions and term definitions. Complete a report each month even if there has not been any court activity.

<u>I. COURT INFORMATION</u>		Municipality: Raymore Municipal	Reporting Period: Dec 1, 2021 - Jan 3, 2022	
Mailing Address: 100 MUNICIPAL CIRCLE, RAYMORE, MO 64083				
Physical Address: 100 MUNICIPAL CIRCLE, RAYMORE, MO 64083			County: Cass County	Circuit: 17
Telephone Number: (816)3311712		Fax Number:		
Prepared by: ANGIE R DAVIS		E-mail Address:		
Municipal Judge:				
<u>II. MONTHLY CASELOAD INFORMATION</u>				
		Alcohol & Drug Related Traffic	Other Traffic	Non-Traffic Ordinance
A. Cases (citations/informations) pending at start of month		23	270	171
B. Cases (citations/informations) filed		3	46	11
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	0
3. court/bench trial - NOT GUILTY		0	0	1
4. plea of GUILTY in court		1	31	12
5. Violations Bureau Citations (i.e. written plea of guilty) and bond forfeiture by court order (as payment of fines/costs)		0	2	0
6. dismissed by court		0	0	0
7. <i>nolle prosequi</i>		0	1	0
8. certified for jury trial (not heard in Municipal Division)		0	0	0
9. TOTAL CASE DISPOSITIONS		1	34	13
D. Cases (citations/informations) pending at end of month [pending caseload = (A+B)-C9]		25	282	169
E. Trial de Novo and/or appeal applications filed		0	0	0
<u>III. WARRANT INFORMATION (pre- & post-disposition)</u>		<u>IV. PARKING TICKETS</u>		
1. # Issued during reporting period	5	1. # Issued during period	0	
2. # Served/withdrawn during reporting period	0	<input type="checkbox"/> Court staff does not process parking tickets		
3. # Outstanding at end of reporting period	5			

MUNICIPAL DIVISION SUMMARY REPORTING FORM

COURT INFORMATION	Municipality: Raymore Municipal	Reporting Period: Dec 1, 2021 - Jan 3, 2022
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<u>V. DISBURSEMENTS</u>			
Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)		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 and witness fees.	
Fines - Excess Revenue	\$2,365.50	Court Automation	\$201.73
Clerk Fee - Excess Revenue	\$276.00	Total Other Disbursements	\$201.73
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Excess Revenue	\$8.51	Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited	\$4,504.50
Bond forfeitures (paid to city) - Excess Revenue	\$0.00	Bond Refunds	\$0.00
Total Excess Revenue	\$2,650.01	Total Disbursements	\$4,504.50
Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)			
Fines - Other	\$1,122.50		
Clerk Fee - Other	\$69.82		
Judicial Education Fund (JEF) <input type="checkbox"/> Court does not retain funds for JEF	\$0.00		
Peace Officer Standards and Training (POST) Commission surcharge	\$28.82		
Crime Victims Compensation (CVC) Fund surcharge - Paid to State	\$205.47		
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Other	\$2.15		
Law Enforcement Training (LET) Fund surcharge	\$56.00		
Domestic Violence Shelter surcharge	\$112.00		
Inmate Prisoner Detainee Security Fund surcharge	\$56.00		
Restitution	\$0.00		
Parking ticket revenue (including penalties)	\$0.00		
Bond forfeitures (paid to city) - Other	\$0.00		
Total Other Revenue	\$1,652.76		

MUNICIPAL DIVISION SUMMARY REPORTING FORM

Refer to instructions for directions and term definitions. Complete a report each month even if there has not been any court activity

I. COURT INFORMATION		Contact information same as last report <input type="checkbox"/>	
Municipality: RAYMORE		Reporting Period: December, 2021	
Mailing Address: 100 MUNICIPAL CIRCLE	Software Vendor: Tyler Technologies		
Physical Address: 100 MUNICIPAL CIRCLE	County CASS COUNTY	Circuit: 17	
Telephone Number: (816) 331-1712	Fax Number: (816) 331-0634		
Prepared By: ANGELA DAVIS	E-mail Address raymorecourt@raymore.com	iNotes <input type="checkbox"/>	
Municipal Judge(s): ROSS C. NIGRO JR.	Prosecuting Attorney: WILLIAM MARSHALL II		
II. MONTHLY CASELOAD INFORMATION			
	Alcohol & Drug related Traffic	Other Traffic	Non-Traffic Ordinance
A. Cases (citations / informations) pending at start of month	52	1,104	635
B. Cases (citations / informations) filed	1	16	14
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	2
3. court / bench trial - NOT GUILTY	0	0	0
4. plea of GUILTY in court	0	14	10
5. Violations Bureau Citations (i.e., written plea of guilty) and bond forfeitures by court order (as payment of fines / costs)	0	3	0
6. dismissed by court	0	0	0
7. nolle prosequi	0	3	3
8. certified for jury trial(not heard in the Municipal Division)	0	0	0
9. TOTAL CASE DISPOSITIONS	0	20	15
D. Cases (citations / informations) pending at end of month [pending caseload = (A + B) - C9]	53	1,100	634
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	0	# Issued during period	0
2. # Served/withdrawn during reporting period	90	<input checked="" type="checkbox"/> Court staff does not process parking tickets	
3. # Outstanding at end of reporting period	1,560		

MUNICIPAL DIVISION SUMMARY REPORTING FORM

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December, 2021

I. COURT INFORMATION	Municipality: RAYMORE	Reporting Period: December, 2021
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V. DISBURSEMENTS			
Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)		Other Disbursements cont.	
Fines - Excess Revenue	\$ 1,471.00		\$
Clerk Fee - Excess Revenue	\$ 144.00		\$
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Excess Revenue	\$ 4.81		\$
Bond forfeitures (paid to city) - Excess Revenue	\$ 0.00		\$
Total Excess Revenue	\$ 1,619.81		\$
Other Revenue (non-minor traffic and ordinance violations not subject to the excess revenue percentage limitation)			\$
Fines - Other	\$ 1,463.50		\$
Clerk Fee - Other	\$ 120.00		\$
Judicial Education Fund (JEF) <input checked="" type="checkbox"/> Court does not retain funds for JEF	\$ 0.00		\$
Peace Officer Standard and Training (POST) Commission surcharge	\$ 23.00		\$
Crime Victims Compensation (CVC) Fund surcharge - Paid to State	\$ 163.99		\$
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Other	\$ 3.70		\$
Law Enforcement Training (LET) Fund surcharge	\$ 44.00		\$
Domestic Violence Shelter surcharge	\$ 89.50		\$
Inmate Prisoner Detainee Security Fund surcharge	\$ 44.00		\$
Sheriff's Retirement Fund (SRF) surcharge	\$ 0.00		\$
Restitution	\$ 0.00		\$
Parking ticket revenue <i>(including penalties)</i>	\$ 0.00		\$
Bond forfeitures <i>(paid to city)</i> - Other	\$ 0.00		\$
Total Other Revenue	\$ 1,951.69	Total Other Disbursements	\$ 0.00
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.		Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited	\$ 3,571.50
	\$	Bond Refunds	\$ 14,035.00
	\$	Total Disbursements	\$ 17,606.50

Consent Agenda

THE RAYMORE CITY COUNCIL MET IN SPECIAL SESSION ON MONDAY, DECEMBER 20, 2021 IN COUNCIL CHAMBERS AT 100 MUNICIPAL CIRCLE, RAYMORE, MISSOURI. MEMBERS PRESENT: MAYOR TURNBOW, COUNCILMEMBERS ABDELGAWAD, BARBER, BERENDZEN, BURKE, III, HOLMAN, TOWNSEND, AND WILLS-SCHERZER. ALSO PRESENT: CITY MANAGER JIM FEUERBORN, CITY ATTORNEY JONATHAN ZERR, AND CITY CLERK ERICA HILL.

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

Public Works Director Mike Krass reviewed the staff report included in the Council packet and provided an update on the Ward Road project.

Parks and Recreation Director Nathan Musteen reviewed the staff report included in the Council packet.

Communications Manager Melissa Harmer announced the winter issue of The Review should be delivered in mid-January and will be online in early January.

City Manager Jim Feuerborn announced that City Hall will be closed December 24 and 27. The next meeting of the Council will be a work session on January 3, 2022.

- 7. Committee Reports.**
- 8. Consent Agenda.**
 - A. City Council minutes, December 13, 2021**
 - B. Resolution 21-42: Acceptance of Public Improvements - Oak Ridge Farms**
 - C. Resolution 21-44: Acceptance of Public Improvements - Eastbrooke 2nd**
 - D. Resolution 21-52: Acceptance of Public Improvements - Edgewater 7th**

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

DISCUSSION: None

VOTE: Councilmember Abdelgawad Aye
Councilmember Barber Aye
Councilmember Berendzen Aye
Councilmember Burke, III Aye
Councilmember Circo Absent
Councilmember Holman Aye
Councilmember Townsend Aye
Councilmember Wills-Scherzer Aye

9. Unfinished Business.

A. Madison Valley Phase 2 Preliminary Plat

RESOLUTION 21-35: "A RESOLUTION OF THE RAYMORE CITY COUNCIL APPROVING THE MADISON VALLEY PHASE 2 PRELIMINARY PLAT."

MOTION: by Councilmember Townsend, second by Councilmember Holman to take Resolution 21-35 from the table for consideration.

VOTE: Councilmember Abdelgawad Aye
Councilmember Barber Aye
Councilmember Berendzen Aye
Councilmember Burke, III Aye
Councilmember Circo Absent
Councilmember Holman Aye
Councilmember Townsend Aye
Councilmember Wills-Scherzer Aye

City Clerk Erica Hill conducted the reading of Resolution 21-35 by title only.

Development Services Director Jim Cadoret provided a review of the staff report included in the Council packet. Tony Ward, representing Blue Springs Storage South, LLC, filed a request for preliminary plat approval for Madison Valley Phase 2, a 154-lot single-family subdivision proposed for 46 acres located west of the existing Madison Valley subdivision. A public hearing was opened and closed on September 27, 2021 and the Council continued the request to the October 11 meeting. On October 11, 2021 Council tabled the request until such time that details could be worked out between the City and the developer. A Memorandum of Understanding that is acceptable to both City staff and the developer is included in the Council packet. Phase 1 of the development will be limited to the land area west of the stream, with Sunset Lane being the designated construction entrance. Phase 2 will be east of the stream and north of Heritage Drive. The final phase is east of the stream and south of Heritage Drive and will include the connection to Park Drive.

MOTION: By Councilmember Townsend, second by Councilmember Holman to withdraw the motion made on October 11, 2021 on Resolution 21-35.

VOTE: Councilmember Abdelgawad Aye
Councilmember Barber Aye
Councilmember Berendzen Aye
Councilmember Burke, III Aye
Councilmember Circo Absent
Councilmember Holman Aye
Councilmember Townsend Aye
Councilmember Wills-Scherzer Aye

MOTION: By Councilmember Townsend, second by Councilmember Holman to approve the reading of Resolution 21-35 by title only.

DISCUSSION: None

VOTE: Councilmember Abdelgawad Aye
Councilmember Barber Aye
Councilmember Berendzen Aye
Councilmember Burke, III Aye
Councilmember Circo Absent
Councilmember Holman Aye
Councilmember Townsend Aye
Councilmember Wills-Scherzer Aye

B. Calling for April 5, 2022 Municipal Election

BILL 3672: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, CALLING FOR AND ESTABLISHING THE DATE OF THE GENERAL MUNICIPAL ELECTION TO BE HELD ON APRIL 5, 2022."

City Clerk Erica Hill conducted the second reading of Bill 3672 by title only.

MOTION: By Councilmember Townsend, second by Councilmember Holman to approve the second reading of Bill 3672 by title only.

DISCUSSION: None

VOTE: Councilmember Abdelgawad Aye
Councilmember Barber Aye
Councilmember Berendzen Aye
Councilmember Burke, III Aye
Councilmember Circo Absent
Councilmember Holman Aye
Councilmember Townsend Aye
Councilmember Wills-Scherzer Aye

Mayor Turnbow announced the motion carried and declared Bill 3672 as **Raymore City Ordinance 2021-075.**

C. Contract for Real Estate Purchase

BILL 3673: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, APPROVING AND AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT TO PURCHASE 10.85 ACRES OF UNDEVELOPED PROPERTY LOCATED EAST OF NORTH MADISON STREET AND NORTH OF PINE STREET IN THE AMOUNT OF \$675,000."

City Clerk Erica Hill conducted the second reading of Bill 3673 by title only.

MOTION: By Councilmember Townsend, second by Councilmember Holman to approve the second reading of Bill 3673 by title only.

DISCUSSION: None

VOTE:

Councilmember Abdelgawad	Aye
Councilmember Barber	Aye
Councilmember Berendzen	Aye
Councilmember Burke, III	Aye
Councilmember Circo	Absent
Councilmember Holman	Aye
Councilmember Townsend	Aye
Councilmember Wills-Scherzer	Aye

Mayor Turnbow announced the motion carried and declared Bill 3673 as **Raymore City Ordinance 2021-076.**

10. New Business.

A. Brown Event Space Conditional Use Permit (public hearing)

BILL 3675: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, APPROVING A CONDITIONAL USE PERMIT FOR THE BROWN EVENT SPACE."

City Clerk Erica Hill conducted the first reading of Bill 3675 by title only.

Mayor Turnbow opened the public hearing at 7:14 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. Steven Brown filed a request for a Conditional Use Permit to operate an event center in an existing barn on his property located at 16119 Kentucky Road. Mr. Brown intends to renovate the barn and provide additional structures for kitchen and restroom facilities. A new driveway to provide access to the barn and associated parking area will be installed along the north property line. This public hearing was properly advertised in *The Journal* and he asked for the notices mailed to adjoining property owners, notice of publication, Unified Development Code, application, Growth Management Plan, staff report, and

site plan to be entered into the record. The conceptual plan illustrates the general location of the event space. A formal site plan is required to be submitted and approved by the Planning and Zoning Commission. The site plan will provide the specific details on access, parking, landscaping, screening, utilities and architectural renderings of the buildings to be utilized. The Planning and Zoning Commission recommendation of approval includes six conditions for operation of the event space, including a time limit of six years with the opportunity to renew the permit. At its December 7, 2021 meeting, the Planning and Zoning Commission voted 9-0 to accept the staff proposed findings of fact and forward to Council with a recommendation of approval subject to several conditions as noted in the staff report. He answered questions from Council.

Councilmember Townsend asked if a business license will be required. Mr. Cadoret stated the event center will be required to obtain a license.

Councilmember Holman asked if the permit is transferable from person to person. Mr. Cadoret stated the conditional use permit is attached to the property, not to the applicant.

Councilmember Berendzen asked if the proposed use of trailers is approved by code. Mr. Cadoret stated Mr. Brown intends to use modular units attached via hallway to the event center and will have to abide by building codes.

Steven Brown, 16119 Kentucky Road, Raymore, MO, introduced himself to the Council and made himself available for questions.

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

MOTION: By Councilmember Townsend, second by Councilmember Holman to approve the first reading of Bill 3675 by title only.

DISCUSSION: None

VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Berendzen	Aye
	Councilmember Burke, III	Aye
	Councilmember Circo	Absent
	Councilmember Holman	Aye
	Councilmember Townsend	Aye
	Councilmember Wills-Scherzer	Aye

B. Raymore Commerce Center Chapter 100 Bond Issuance (emergency reading)

BILL 3674: "AN ORDINANCE AUTHORIZING THE TAXABLE INDUSTRIAL REVENUE BONDS (KANSAS CITY PROPERTY PARTNERS, LLC PROJECT),

SERIES 2021 RELATED TO AN INDUSTRIAL DEVELOPMENT PROJECT IN THE CITY AND AUTHORIZING THE CITY TO ENTER INTO CERTAIN AGREEMENTS AND TAKE CERTAIN OTHER ACTIONS."

City Clerk Erica Hill conducted the first reading of Bill 3674 by title only.

Economic Development Director David Gress provided a review of the staff report included in the Council packet. Southern Glazers Wine & Spirits dba Kansas City Property Partners, LLC (the "Company") is requesting the issuance of taxable industrial revenue bonds by the City of Raymore not to exceed \$44 million to assist in the financing of Building I within the Raymore Commerce Center.

Sid Douglas, Gilmore and Bell, special bond counsel for the City of Raymore, stated the Company will purchase the bonds and make the required PILOT payments over a 20-year period. In 2019, the Raymore City Council approved Bill 3501, which provided real property tax abatement for property within the Raymore Commerce Center to the Developer of Record, VanTrust Real Estate, as a means of attracting new businesses and primary employers to the community. In August of 2021, Southern Glazers Wine & Spirits purchased Building I (567,495 square feet) with the intention of utilizing the facility as their main point of distribution within the State of Missouri. Bill 3674 formally authorizes the City to issue Chapter 100 Bonds for Building I.

Richard Ade, Senior Director of Operation of the Kansas City location of Southern Glazers, introduced himself to the Council and provided an overview of the company. He expects around 170 employees at the Raymore facility and foresees the facility to be operational in Spring 2023. He answered questions from Council.

MOTION: By Councilmember Townsend, second by Councilmember Holman to approve the first reading of Bill 3674 by title only.

DISCUSSION: None

VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Berendzen	Aye
	Councilmember Burke, III	Aye
	Councilmember Circo	Absent
	Councilmember Holman	Aye
	Councilmember Townsend	Aye
	Councilmember Wills-Scherzer	Aye

Mayor Turnbow declared Bill 3674 as an emergency and called for the second reading in its entirety.

City Clerk Erica Hill conducted the second reading of Bill 3674 in its entirety.

MOTION: By Councilmember Townsend, second by Councilmember Holman to approve the second reading of Bill 3674 in its entirety.

DISCUSSION: None

VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Berendzen	Aye
	Councilmember Burke, III	Aye
	Councilmember Circo	Absent
	Councilmember Holman	Aye
	Councilmember Townsend	Aye
	Councilmember Wills-Scherzer	Aye

Mayor Turnbow announced the motion carried and declared Bill 3674 as **Raymore City Ordinance 2021-077**.

11. Public Comment.

12. Mayor/Council Communication.

Mayor Turnbow and Councilmembers noted their excitement of the progress of the Southern Glazers project, noted the cooperation between staff, the applicant, and the nearby property owners on the Madison Valley project, thanked staff on the progress of the Ward Road project, and wished everyone Happy Holidays, Merry Christmas, and Happy New Year.

Councilmember Burke noted the passing of Raymore-Peculiar School District softball coach Lauren Way.

Councilmember Holman noted the opening of candidate filing on Tuesday, December 21 at 8:00 a.m.

MOTION: By Councilmember Townsend, second by Councilmember Holman 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	Absent
	Councilmember Holman	Aye
	Councilmember Townsend	Aye
	Councilmember Wills-Scherzer	Aye

The regular meeting of the Raymore City Council adjourned to Executive Session at 7:50 p.m.

13. Adjournment.

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

DISCUSSION: None

VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Berendzen	Aye
	Councilmember Burke, III	Aye
	Councilmember Circo	Aye
	Councilmember Holman	Aye
	Councilmember Townsend	Aye
	Councilmember Wills-Scherzer	Aye

The regular meeting of the Raymore Council adjourned at 9:20 p.m.

Respectfully submitted,

Erica Hill
City Clerk



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: 1/10/2022

SUBMITTED BY: David Gress

DEPARTMENT: Economic Development

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

TITLE / ISSUE / REQUEST

Resolution 22-01 - Appointments to Tax Incentive Districts

STRATEGIC PLAN GOAL/STRATEGY

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:
Date:
Action/Vote:

LIST OF REFERENCE DOCUMENTS ATTACHED

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

The bylaws and agreements governing certain tax incentive districts provide for the appointment of board members to be made by the Mayor, with the advice and consent of the City Council. These districts include Community Improvement Districts (CID) and Transportation Development Districts (TDD).

The subject districts include:

- Foxridge CID
- Hubach Hill Road and North Cass Parkway CID
- Jeter Farm CID
- Raymore Galleria CID
- 58 Highway Regional Market Center CID
- Hubach Hill Road and North Cass Parkway TDD
- Belton/Raymore Interchange TDD
- Foxwood Village Shops CID
- 58 Highway and Dean Avenue CID

Resolution 22-01 is included for your review.

RESOLUTION 22-01

“A RESOLUTION OF THE CITY OF RAYMORE, MISSOURI, DESIGNATING MEMBERS TO SERVE ON THE BOARDS OF DIRECTORS FOR VARIOUS COMMUNITY IMPROVEMENT DISTRICTS AND TRANSPORTATION DEVELOPMENT DISTRICTS FOR ONE YEAR PERIODS DESIGNATED HEREIN BEGINNING IN 2022.”

WHEREAS, the bylaws and agreements governing the Foxridge Community Improvement District, the Hubach Hill Road and North Cass Parkway Community Improvement District, the Jeter Farm Community Improvement District, the Raymore Galleria Community Improvement District, the 58 Highway Regional Market Center Community Improvement District, the Hubach Hill Road and North Cass Parkway Transportation Development District, the Belton/Raymore Interchange Transportation Development District, the Foxwood Village Shops Community Improvement District, and the 58 Highway and Dean Avenue Community Improvement District (collectively the “Districts”) provide for the appointment of members to the boards of directors of the Districts to be made by the Mayor, with the advice and consent of the City Council; and

WHEREAS, by adoption of this Resolution, the City desires to designate the members that will serve on the boards of directors of the Districts for the one year periods designated below, all of which periods begin during the calendar year 2022; and

WHEREAS, for any member of any of the boards of directors whose term has expired, or will expire during 2022, this Resolution shall serve to appoint the member for a new term, for a length of time indicated in parenthesis behind the member’s name; and

WHEREAS, for those members of the boards of directors whose terms have not expired, and will not expire prior to the beginning of the period designated for each District below, this Resolution shall serve to confirm that those members of the boards of directors will continue to serve during the period indicated for each District.

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

Section 1. **Foxridge Community Improvement District.** The following individuals shall serve as Directors for the period March 31, 2022 through March 30, 2023:

- a. James Cadoret (current term is March 31, 2021 through March 30, 2025).
- b. Mike Ekey (current term is March 31, 2019 through March 30, 2023).
- c. David Gress (current term is March 31, 2019 through March 30, 2023).
- d. Elisa Williams (current term is March 31, 2021 through March 30, 2025).
- e. Erica Hill (current term is March 31, 2021 through March 30, 2025).

Section 2. Hubach Hill Road and North Cass Parkway Community Improvement District. The following individuals shall serve as Directors for the period July 14, 2022 through July 13, 2023:

- a. James Cadoret (new term of July 14, 2022 through July 13, 2026).
- b. Mike Ekey (current term is July 14, 2020 through July 13, 2024).
- c. David Gress (current term is July 14, 2020 through July 13, 2024).
- d. Elisa Williams (new term of July 14, 2022 through July 13, 2026).
- e. Erica Hill (new term of July 14, 2022 through July 13, 2026).

Section 3. Jeter Farm Community Improvement District. The following individuals shall serve as Directors for the period July 22, 2022 through July 21, 2023:

- a. Matt Cox (current term is July 22, 2020 through July 21, 2024).
- b. Mike Ekey (new term of July 22, 2022 through July 21, 2026).
- c. Elisa Williams (new term of July 22, 2022 through July 21, 2026).
- d. Chris Hotop (current term is July 22, 2020 through July 21, 2024).
- e. John States (new term of July 22, 2022 through July 21, 2026).

Section 4. Raymore Galleria Community Improvement District. The following individuals shall serve as Directors for the period July 23, 2022 through July 22, 2023:

- a. Steve Caffey (current term is July 23, 2020 through July 22, 2024).
- b. Amy Ehlers (new term of July 23, 2022 through July 22, 2026).
- c. Mike Ekey (new term of July 23, 2022 through July 22, 2026).
- d. David Gress (current term is July 23, 2020 through July 22, 2024).
- e. Angie Rogers (new term of July 23, 2022 through July 22, 2026).
- f. Elisa Williams (new term of July 23, 2022 through July 22, 2026).

Section 5. 58 Highway Regional Market Center Community Improvement District. The following individuals shall serve as Directors for the period August 28, 2022 through August 27, 2023:

- a. Denise Armentrout (current term is August 28, 2020 through August 27, 2024).
- b. David Cosentino (new term of August 28, 2022 through August 27, 2026).
- c. Mike Ekey (current term is August 28, 2020 through August 27, 2024).
- d. Elisa Williams (current term is August 28, 2020 through August 27, 2024).
- e. Robert Vigliaturo (new term of August 28, 2022 through August 27, 2026).

Section 6. Hubach Hill Road and North Cass Parkway Transportation Development District. The following individuals shall serve as Directors for the

period September 15, 2022 through September 14, 2023, subject to the election by the qualified voters within the District:

- a. James Cadoret (new term of September 15, 2022 through September 14, 2026).
- b. Mike Ekey (current term is September 15, 2020 through September 14, 2024).
- c. David Gress (current term is September 15, 2020 through September 14, 2024).
- d. Elisa Williams (new term of September 15, 2022 through September 14, 2026).
- e. Erica Hill (current term is September 15, 2020 through September 14, 2024).

Section 7. Belton/Raymore Interchange Transportation Development District. The following individuals shall serve as Directors for the period November 21, 2022 through November 20, 2023:

- a. Gilbert Good as the Raymore Nominated Advisory Director (new term of November 21, 2022 through November 20, 2023).
- b. The person holding the office of Mayor Pro-Tem is the Raymore Appointed Director (new term of November 21, 2022 through November 20, 2023).

Section 8. Foxwood Village Shops Community Improvement District. The following individuals shall serve as Directors for the period November 24, 2022 through November 23, 2023:

- a. Mike Ekey (current term is November 24, 2021 through November 23, 2025).
- b. Elisa Williams (current term is November 24, 2021 through November 23, 2025).
- c. Kristofer Turnbow (current term is November 24, 2020 through November 23, 2024).
- d. Mark Klinkenberg (current term is November 24, 2020 through November 23, 2024).
- e. Matthew Mitchell (current term is November 24, 2021 through November 23, 2025).

Section 9. 58 Highway and Dean Avenue Community Improvement District. The following individuals shall serve as Directors for the period November 2, 2022 through November 1, 2023:

- a. Justin Kaufmann (current term is November 2, 2020 through November 1, 2024).
- b. Mike Ekey (current term is November 2, 2020 through November 1, 2024).
- c. Adam Lyngar (new term of November 2, 2022 through November 1, 2026).

- d. David Gress (new term of November 2, 2022 through November 1, 2026).
- e. Elisa Williams (new term of November 2, 2022 through November 1, 2026).

Section 10. This Resolution shall become effective on and after the date of passage and approval.

Section 11. Any Resolution or part thereof which conflicts with this Resolution shall be null and void.

DULY READ AND PASSED THIS 10TH DAY OF JANUARY, 2022 BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Barber
Councilmember Berendzen
Councilmember Burke III
Councilmember Circo
Councilmember Holman
Councilmember Townsend
Councilmember Wills-Scherzer

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer Turnbow, Mayor

Date of Signature

RESOLUTION 22-02

"A RESOLUTION OF THE CITY OF RAYMORE, MISSOURI, ACCEPTING THE 2021 FIRE HYDRANT PROJECT."

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

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

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

Section 1. The 2021 Fire Hydrant is accepted.

Section 2. The final payment in the amount of \$10,445.82 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 10TH DAY OF JANUARY, 2022, BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Barber
Councilmember Berendzen
Councilmember Burke III
Councilmember Circo
Councilmember Holman
Councilmember Townsend
Councilmember Wills-Scherzer

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature

Unfinished Business



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: Dec. 20, 2021

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 3675: Brown Event Space Conditional Use Permit

STRATEGIC PLAN GOAL/STRATEGY

3.1: Create a healthy and sustainable economy

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: 12/7/2021
Action/Vote: Approved 9-0

LIST OF REFERENCE DOCUMENTS ATTACHED

Planning and Zoning Commission Meeting Minutes Excerpt
Conceptual Plan

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

Steven Brown filed a request for a Conditional Use Permit to operate an event center in an existing barn on his property located at 16119 Kentucky Road. Mr. Brown intends to renovate the barn and provide additional structures for kitchen and restroom facilities. A new driveway to provide access to the barn and associated parking area will be installed along the north property line.

The conceptual plan illustrates the general location of the event space. A formal site plan is required to be submitted and approved by the Planning and Zoning Commission. The site plan will provide the specific details on access, parking, landscaping, screening, utilities and architectural renderings of the buildings to be utilized.

The Planning and Zoning Commission recommendation of approval includes six conditions for operation of the event space, including a time limit of six years with the opportunity to renew the permit.

BILL 3675

ORDINANCE

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, APPROVING A CONDITIONAL USE PERMIT FOR THE BROWN EVENT SPACE."

WHEREAS, after a public hearing was held on December 7, 2021, the Planning and Zoning Commission submitted its recommendation of approval on the application to the City Council; and

WHEREAS, the City Council held a public hearing on December 20, 2021, after notice of said hearing was published in a newspaper of general circulation in Raymore, Missouri, at least fifteen (15) days prior to said hearing.

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

Section 1. The City Council makes its findings of fact on the application and accepts the recommendation of the Planning and Zoning Commission, including the 6 recommended conditions.

Section 2. That the Conditional Use Permit for the Brown Event Space is approved for the property commonly known as 16119 Kentucky Road, Raymore, Missouri.

Section 3. The Conditional Use Permit is valid for 6 years from the date of City Council approval of the CUP with the opportunity to renew the permit.

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

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

DULY READ THE FIRST TIME THIS 20TH DAY OF DECEMBER, 2021.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 10TH DAY OF JANUARY, 2022, BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Barber
Councilmember Berendzen
Councilmember Burke III
Councilmember Circo
Councilmember Holman
Councilmember Townsend
Councilmember Wills-Scherzer

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature



To: City Council
From: Planning and Zoning Commission
Date: December 20, 2021
Re: Case #21041 Brown Event Space Conditional Use Permit

GENERAL INFORMATION

Applicant Steven Brown
Property Owner: Steven Brown
16119 Kentucky Rd.
Raymore, MO 64083
Property Location: 16119 Kentucky Rd,



Site Photographs:



View of Proposed Event Space (looking East)



Looking South (Proposed location for His and Her Quarters as well as the Kitchen)



View from the eastern portion of the property (Looking West)

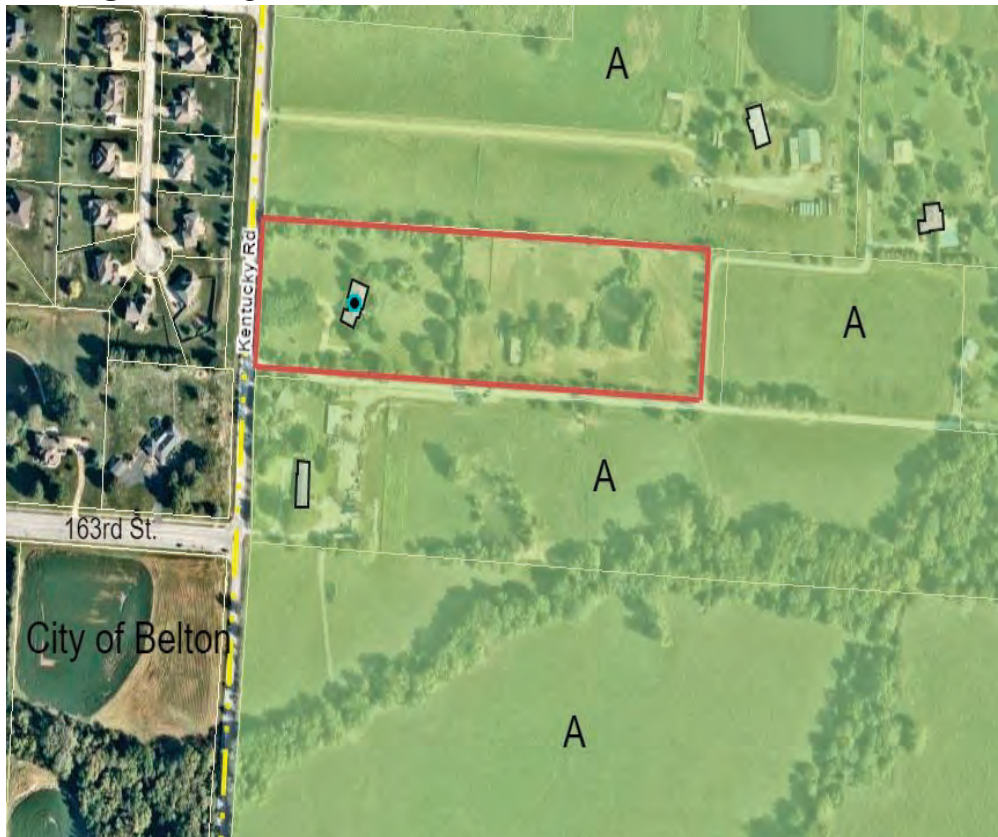


View from the south looking north (Proposed Restroom Location)



View from the south looking northwest (Proposed parking lot)

Existing Zoning: "A" Agriculture District



Existing Surrounding Uses: **North:** Residential
 South: Residential
 East: School and Residential
 West: Residential (City of Belton)

Total Tract Size: **9 Acres**

Growth Management Plan: The Future Land Use Plan Map contained in the Growth Management Plan identifies this area as appropriate for low density residential development.

Major Street Plan: The Major Thoroughfare Plan Map classifies Kentucky Rd. as a Minor Arterial.

Advertisement: November 18, 2021 edition of **The Journal**
December 2, 2021 edition of **The Journal**

Public Hearing: December 7, 2021 Planning Commission Meeting
December 20, 2021 City Council

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

Additional exhibits as presented during hearing

PROPOSAL

Outline of Requested Action: The applicant seeks to obtain a Conditional Use Permit to operate an event space on the property.

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 for a Conditional Use Permit, specifically, Section 470.030.

PREVIOUS ACTIONS ON OR NEAR THE PROPERTY

1. The subject property was annexed into the City of Raymore with an "A" Agriculture zoning designation.
2. Single Family Home built in 1988.
3. Barn constructed in 1989.
4. An additional barn was constructed in 1995.

STAFF COMMENTS

1. The applicant's request for a CUP only applies to the use of the property. If the use is approved, the applicant would have to apply for site plan approval which would provide additional details on parking, landscaping, lighting, utilities, and building improvements.
2. The applicant may have to apply for additional permits with BP Pipeline if the additional access point off of Kentucky Rd crosses, or is within, the BP Pipeline Easement.
3. Signage is required at the additional access point from Kentucky Rd. to prevent confusion between the private residence driveway and the event space driveway.
4. House of Operation:
Monday through Thursday 5pm-10pm
Friday and Saturday 6am-12am
Sunday 6am-11pm
5. A Knox box would be required by the South Metro Fire District located at the gates that would be located on the south side of the property and the north side of the property.
6. The additional access from Kentucky Rd. would be required to be paved as well as the parking lot.
7. An on-site sewage disposal system for the event center would be required to be constructed.
8. The applicant did meet with city staff (Building Official, Fire Marshal and planning) to discuss the requirements for converting the existing barn into an event center, including ADA access and restroom requirements.

9. The neighbor on the west side of Kentucky Rd. raised concern with the additional access from Kentucky Road as they were worried about vehicular headlights shining into their home with the proposed location of the additional driveway.

PLANNING COMMISSION PROPOSED FINDINGS OF FACT

Chapter 470, Section 470.030(E) of the Unified Development Code states that a Conditional Use Permit may be granted by the City Council by ordinance provided that specific written findings of fact have been made by the Planning and Zoning Commission based upon the particular evidence presented which supports the following conclusions :

1. **the proposed conditional use complies with all applicable provisions of the Unified Development Code.** The proposed conditional use is not a traditional request as the property is zoned "A" Agriculture District. However, the proposed CUP, and site layout do comply with all of the applicable provisions within the Unified Development Code (UDC).
2. **it is in the interest of the public welfare or convenience and will not have a significant adverse impact on the general welfare of the neighborhood or community.** The requested CUP is in the general interest of the community, and will not have a significant adverse impact on surrounding properties. This would be the first event center located in Raymore other than Centerview. With the conditions recommended by staff, there will be minimal impact to neighbors.
3. **the proposed conditional use will not cause substantial injury to the value of other property in the neighborhood in which it is to be located.** With the conditions recommended by staff, the proposed conditional use will not cause substantial injury to the value of other property in the neighborhood in which it is to be located.
4. **it is compatible with the character of the surrounding property in terms of site planning, building scale, and project design.** With the conditions recommended by staff, the proposed use is compatible with surrounding property. Site layout and design are compatible with adjacent developments.
5. **it is compatible with the character of surrounding property in terms of operating characteristics, such as hours of operation, outdoor lighting, noise, and traffic generation.** The proposed use is compatible with surrounding properties in terms of operating characteristics. The subject property has farmland to the north, south and east with a residential neighborhood to the west that is located within the City limits of Belton. The roadways surrounding the property were designed to handle

traffic volumes associated with the proposed use.

6. **the location and size of the conditional use, the nature or intensity of the proposed conditional use would prevent the development and use of neighboring property in accordance with the applicable zoning district regulations. In determining whether the conditional use will adversely affect the immediate neighborhood, consideration must be given to:**
 - a. **the location, nature and height of buildings, structures, walls, and fences on the site** The location, nature and height of buildings, proposed event center, and proposed restrooms, kitchen, his and hers quarters on the site will not prevent the development of neighboring properties under the existing zoning classification.
 - b. **the nature and extent of landscaping and screening on the site.** With the topography of the proposed site, the location of the event center is at the back five (5) acres and would not be noticeable from Kentucky Rd. The site also has numerous mature trees that aid in the screening of the proposed CUP.
7. **off-street parking and loading areas will be provided in accordance with the standards set forth in the Unified Development Code, and such areas will be screened from adjoining residential uses and located so as to protect such residential uses from any injurious effect.** Screening would not normally be required as the surrounding zoning districts are "A" Agriculture, but given the proposed use city staff will be reviewing the need for screening during the site plan review process.
8. **existing public facilities (infrastructure) and services are adequate to accommodate the additional demands of the proposed use or will be made to accommodate such demands without substantially increasing public expenditures.** Public infrastructure currently exists to serve the demands of the site under the proposed conditional use. Extensions of those facilities will need to occur in order to serve the site. An on-site sewage disposal system will be required as well as upgrading electrical capacity which would all be a part of the site plan review process.
9. **it will not have a significant adverse impact on pedestrian safety and comfort.** With the stipulation to have signage located at the entrance of the access road as well as providing adequate parking spaces and ADA spaces there will not be any adverse impacts on pedestrian safety or comfort.
10. **adequate access roads or entrance and exit drives will be provided and will be so designed to prevent traffic hazards and to minimize traffic congestion in public streets and alleys; and**

There will be an additional access point provided by adding an access road to the north of the existing residential driveway off of Kentucky Rd. to allow

for ingress/egress of vehicular traffic.

11. all special conditions have been met as set forth by Chapter 420.

All special conditions set forth by Chapter 420 of the Unified Development Code for the conditional use.

REVIEW OF INFORMATION AND SCHEDULE

<u>Action</u> Public Hearing	<u>Planning Commission</u> December 7, 2021	<u>City Council 1st</u> December 20, 2021	<u>City Council 2nd</u> January 10, 2022
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STAFF RECOMMENDATION

Staff recommends that the Planning and Zoning Commission accept the staff proposed findings of fact and forward Case #21041: Brown Event Space Conditional Use Permit to the City Council with a recommendation for approval, subject to the following conditions:

1. Business owners will adhere to the proposed hours of operation
Monday-Thursday 5pm-10pm
Friday and Saturday 6am-12am
Sunday 6am to 11pm
2. A sign shall be placed at the entrance of the additional access point from Kentucky Road. A sign permit must be obtained from the City of Raymore.
3. A Site Plan application shall be submitted and approved by the Planning and Zoning Commission prior to operation of the event center.
4. Installation of an approved on-site sewage disposal system for the event center.
5. Approval of a building permit from the City of Raymore and South Metro Fire Department for any renovations to the barn and the addition of any buildings associated with the event center.

PLANNING AND ZONING COMMISSION RECOMMENDATION

The Planning and Zoning Commission, at its December 7, 2021 meeting, voted 9-0 to accept staff's proposed findings of fact and forward case#21041 Brown Event Space - Conditional Use Permit to the City Council with a recommendation of approval, subject to the following conditions:

1. Business owners will adhere to the proposed hours of operation
Monday-Thursday 5pm-10pm
Friday and Saturday 6am-12am
Sunday 6am to 11pm
2. A sign shall be placed at the entrance of the additional access point from Kentucky Road. A sign permit must be obtained from the City of Raymore.
3. A Site Plan application shall be submitted and approved by the Planning and Zoning Commission prior to operation of the event center.
4. Installation of an approved on-site sewage disposal system for the event center.
5. Approval of a building permit from the City of Raymore and South Metro Fire Department for any renovations to the barn and the addition of any buildings associated with the event center.
6. The Conditional Use Permit is valid for 6 years from the date of City Council approval of the CUP with the opportunity to renew the permit.

16119 Kentucky Rd, Belton, MO 64012

Steven Brown

Description: Utilize the barn in the rear 5 acres of the property as an event space. The event space would accommodate weddings, birthday parties, graduations, etc. It will have tables and chairs, bathrooms, electricity, HVAC, parking lot, access road, kitchen, bar. It will be wheelchair/handicap accessible. Planned operating times would be:

Monday - Thursday 5pm – 10pm.

Friday – Saturday 6am – 12am.

Sunday 6am – 11pm.



Dylan Eppert <deppert@raymore.com>

Concerns regarding Request for conditional use

1 message

WJ Foster <wrfjrf@gmail.com>

Wed, Dec 1, 2021 at 5:01 PM

To: deppert@raymore.com

Hello Mr Eppert,

My name is William Foster. We spoke a few days ago regarding a public meeting At Raymore City Hall on December 7th. I live in Belton with my back yard on Kentucky Rd. I received a letter regarding a request for conditional use at the address of [16119 Kentucky Rd, Raymore](#). My address is [16113 Bluegrass Ct, Belton](#).

I have at least two concerns for the proposed request.

1. The included pencilled drawing of the property appears to put a new access road directly across from my home. I am concerned about headlights from cars shining into my home at night and increased traffic on the road during the day and at night after we have gone to bed.
2. We have a concern about excessive noise from music during whatever events are catered at the property. While the facility to be built is behind a residence I would expect to experience loud music when there is an event. I don't know if Raymore has any noise abatement ordinances that would cover this concern.

I will try to attend the meeting on Dec 7th. Do I need to express my concerns to the board? Should I request a few minutes to express my concerns?

if you or anyone else wants to contact me they can leave a voicemail at 816-803-1226 on my cell phone and I'll call them back as soon as I can

thank you for your assistance
William Foster

Planning and Zoning Commission
Meeting Minutes Excerpt
December 7, 2021

7. New Business -

a. Case #21041: Brown Event Space Conditional Use Permit (*public hearing*)

Chairman Wiggins opened the public hearing at 7:02pm.

Stephen Brown Jr., 16119 Kentucky Rd., Belton MO 64012, came to the podium on behalf of the Brown family. Mr. Brown stated that the request is for a conditional use permit to allow the barn on the rear portion of their property to be used as an event space. The barn currently sits on 5 acres. The current proposal shows a new road to be constructed with access to Kentucky Road that would lead to the proposed event space. There will be plenty of concrete parking, as well as handicap parking. Mr. Brown stated that on either side of the barn, there would be a trailer that can be used for guests staying the night or as dressing rooms for the events. The restrooms will be located on the east side of the barn. The operating hours are suggested to be 5pm-10pm Monday through Thursday, 6am-12am Friday and Saturday, and 6am-11pm on Sunday. The reasoning for the early hours on the weekend is to allow for the staff and guests to arrive early in the day to set up for the event in the later part of the day.

City Planner Dylan Eppert provided the Staff Report. The proposal is for a conditional use permit for the address of 16119 Kentucky Rd. The surrounding uses are residential to the north, south, and west (City of Belton). To the east, the use is school and residential. The total tract size is 9 acres, and the Future Land Use Plan Map identifies this area as appropriate for low density residential development. The Major Thoroughfare Plan Map classifies Kentucky Road as a Minor Arterial. Mr. Eppert entered 7 exhibits into record, as well as any additional exhibits as presented during the hearing. The proposal would allow for an event space. The property was annexed into the City of Raymore with an "A" Agriculture zoning designation. The single-family home on the property was built in 1988, the barn was constructed in 1989, and an additional barn was constructed in 1995. The request for a Conditional Use Permit (CUP) applies only to the use of the property. If the use is approved, the applicant must apply for the site plan approval, which would include additional details on parking, landscaping, lighting, utilities, and building improvements. The applicant would need to obtain permits from BP pipeline, since there is a pipeline that runs through the northwest corner of the property. Signage would be required off of Kentucky Road. Since there is already a driveway to the property, signage would be needed to differentiate the residential driveway from the event space driveway. The South Metro Fire District will require a Knox box to be located at the gates that would be located on the south side of the property and the north side of the property. There will be gates that section off the 4 acres where the residential home is from the 5 acres where the event space will be located. The gates will be open during events, and will be closed when there are no events taking place. There is also an easement to the south that the Fire Department could use as access to the space. An on-site sewage disposal system would be required for the event center. The neighbor to the west raised concern regarding the access point from Kentucky Road as they are worried about vehicular headlights shining into their home with the proposed location of the additional driveway. This has been discussed with the applicant and would be discussed more in depth with the site plan review. Staff recommends that the Planning & Zoning Commission accept the staff proposed findings of fact and forward Case #21041: Brown Event Space Conditional Use Permit to the City Council with a recommendation of approval subject to 5 conditions regarding business hours, signage, Site Plan application and approval, on-site sewage disposal system requirements, and

approval of a building permit from the City of Raymore and South Metro Fire Department for any renovations to the barn.

Commissioner Bowie reminded the Commission the only thing to be considered is the Conditional Use Permit, but asked Mr. Eppert to explain the process of what would happen after the permit is granted.

Mr. Eppert stated that after the approval of the CUP, the applicant would come back before the Commission with a Site Plan. This would include showing the lighting, parking, what will be done to the barn, the layout, etc.

Mason Banks, 16207 Kentucky Rd., Raymore MO 64083, came to the podium for comments. Mr. Banks stated that he is the neighbor to the south of the subject property, and they share a driveway and property boundary. Mr. Banks runs a minor agricultural livestock program and has some concerns about the event space being in a predominantly residential area. The lights and noise are a concern, and Mr. Banks asked the Commission to consider and review the application closely so it doesn't turn into a livestock issue or property issue with any of the adjoining neighbors. Mr. Banks also mentioned that an evaluation of Kentucky Road could be warranted to establish whether increased traffic would cause any concern. The road is not lit, and there are no shoulders. Kentucky Road has become an overflow road during rush hour traffic.

Chairman Wiggins closed the public hearing at 7:12pm.

Mayor Turnbow asked Mr. Brown to explain why he intends to create an event space.

Mr. Brown replied that there doesn't seem to be many event spaces in the Raymore and Belton area. The opportunity came about to start this business now, and it's a good opportunity to start something as a family business. Mr. Brown stated that he teaches martial arts, and to have a space for the community to use would bring the community together. Mr. Brown also mentioned that a few of his friends have stated that it would be nice to have a place to have an event, especially in a barn-type setting.

Mayor Turnbow asked Mr. Brown if the South Metro Fire Department has been involved in the planning of this?

Mr. Brown responded that during the initial meeting with the City, the Fire Department presented a list of specs and requirements that would have to be met to have the facility open and pass inspection.

Mayor Turnbow asked Mr. Brown about the occupancy limits for the proposed space. Judging by the drawing that was presented, there is not a clear idea of what the plan for the space is. It is hard to envision something based on the drawing that was presented in order to approve the CUP.

Mr. Brown responded that the occupancy limit has been discussed, but nothing has been set in stone yet, since the event space will still have to go through the site plan process. The square footage of the proposed space is 2400 square feet for the barn, and the plan is to get a 12'x40' trailer to put on the east side of the barn to use as the restrooms. There would be an additional 12'x40' trailer on the opposite side with two 8'x20' on either side to use as the His & Hers quarters. The larger trailer will be used as the kitchen and storage for the facility. The plan is to create a hallway that would connect the trailers to the barn, so the trailers are not actually connected to the barn itself. This would allow the trailers to be switched out if need be without damage or reconstruction of the barn. The intent is to keep the 2400 square feet of the barn as open as possible to allow for maximum capacity.

Mayor Turnbow asked Mr. Brown if he had checked with the Chamber of Commerce to see if they had any input about inquiries about event spaces in the area.

Mr. Brown replied that he did not check with the Chamber of Commerce.

Commissioner Urquilla asked if there has been a market study to determine the demand for an event space. Will there be martial arts lessons at the barn, or is it only for events?

Mr. Brown replied that the event space is proposed to work as both a place for events, but also for smaller events during the week.

Commissioner Petermann asked if the temporary trailers on either side of the barn will be permanent and attached to the barn.

Mr. Brown replied that the plan is to build hallways to separate the barn and the trailers, so that the trailers are not directly attached to the barn and the structure would not be compromised.

Commissioner Faulkner stated that it appears that there are commercial-type lots to the east and the northeast of the subject property. Are there any other zonings surrounding the subject property other than residential?

Mr. Eppert responded that to the north and south are zoned "A" Agricultural. Mr. Brown mentioned that Commissioner Faulkner seems to be referring to KC Gunite, which is owned by the neighbor to the south, Mr. Banks.

Commissioner Faulkner asked if there was a shared driveway with that business.

Mr. Brown replied that yes, there is a shared driveway.

Commissioner Faulkner asked about the property to the northeast with the big pond. It appears to share a driveway with the subject property and has a gated entrance.

Mr. Brown stated that Mr. Banks' parents live there.

Commissioner Faulkner asked if all of the Banks' land was a shared enterprise.

Mr. Banks stated that the land to the north is Randy Phillips with a 20 acre tract. The bulk of the land is agricultural where he raises livestock. The property to the northeast, owned by Mr. Banks' parents, is approximately 15 acres.

Commissioner Faulkner asked if the buildings to the east of the subject property have been there for quite some time.

Mr. Banks replied that yes, the collection of buildings have been there since 1985.

City Attorney Jonathan Zerr reminded the Commission that what is being presented is a Conditional Use Permit only. The Commission may add additional conditions if deemed necessary that would help protect the neighboring property owners. One condition that may be appropriate to add would be that the Conditional Use Permit is applicable for a set period of time. This would allow for individuals to come in after that time is up to update the City of any disturbances or concerns that have occurred.

Commissioner Mansur asked if screening had been planned for the proposed event space.

Chairman Wiggins stated that screening would be a part of the Site Plan, as opposed to the Conditional Use Permit.

Mr. Zerr stated that the owners will have to comply with all construction requirements and City requirements that would be outlined in the Site Plan. Mr. Zerr mentioned that upon approval of the CUP, a much more detailed, engineered Site Plan would be required and would come before the Commission.

Commissioner Urquilla stated that there are already trees lining the property.

Mr. Eppert stated that the occupancy limit is 300 occupants. The occupancy limit depends on the size of the finished building, the use of the building, and until more detail about what the proposed space will be, it is very hard to know exactly what the occupancy limit will be.

Motion by Commissioner Urquilla, Seconded by Commissioner Bowie, to accept Staff proposed findings of fact and forward Case #21041 Brown Event Space Conditional Use Permit to the City Council with a recommendation for approval, subject to the 5 conditions outlined.

Commissioner Mansur stated that he would like to discuss the possibility of the time limit for the Conditional Use Permit.

Mr. Zerr stated that there could be a motion to amend the motion to add a 6th condition that would allow the Conditional Use Permit to be valid for a period of time.

Commissioner Mansur asked Mr. Zerr if he could give an example of an appropriate amount of time to allow the Conditional Use Permit to be valid.

Mr. Zerr stated that he would defer to City Staff.

Mr. Eppert stated that 10 years is the maximum period that has been the longest term approved, and that 5 years is the usual amount of time the Conditional Use Permits are valid for.

Commissioner Urquilla asked if the time limit has to be determined with the Conditional Use Permit, or can it be done at a later date?

Mr. Zerr stated that it would become a condition of the Conditional Use Permit when the City Council approves the Permit. The length of time the Conditional Use Permit will be valid for can be modified if the Commission determines they will allow a year for the construction time as well as the next five years, for example, making the permit valid for 6 years in effect.

Commissioner Urquilla clarified his question, asking if the time frame has to be established before the Commission can approve the case, or if the Commission can wait to see what the building plans will look like before they approve the time frame of the Conditional Use Permit.

Mr. Zerr confirmed that this was correct.

Commissioner Bowie stated that then the City Council could accept or reject the new condition for the permit, or alter it if need be.

Commissioner Faulkner asked Mr. Zerr if it would be permissible for the proposed new condition to have language that would allow the term of the permit to start after the approval of the Site Plan or after the construction has finished.

Mr. Zerr stated that the UDC does not identify any manner of when the restriction is allowed or not, it simply indicates that in approving a conditional use, the Council may impose a restriction in the conditions for the permit. The City Council may limit the Conditional Use

permit to a specific time period, allow the permit to be transferable, or allow the permit to be renewed.

Commissioner Urquilla asked the applicant whether the approval of the proposed condition to add a time limit on the Conditional Use permit would impact their decision to move forward. Is the time limit an acceptable term?

Mr. Zerr stated that he spoke with the applicant and outlined what would happen if the addition of the time limit condition passes. It will need to be approved by the applicant.

Chairman Wiggins asked Commissioner Mansur to decide the time limit since he is the one who made the motion.

Commissioner Mansur asked the applicant if the time limit is acceptable.

Mr. Brown stated that yes, either 5 or 6 years would be acceptable.

Mayor Turnbow asked Staff at what point does the Conditional Use permit turn into a business that will require an occupational license with the City?

Director of Development Services Jim Cadoret stated that the Conditional Use permit is for the event center. The City is not limiting what type of events go on at the event center. Holding a class in the facility is considered an event, which can be repeated. The event center will have to have an Occupational License with the City. The classes will not have to have an Occupational license to be held there.

Motion by Commissioner Mansur, Seconded by Commissioner Fizer to amend the motion, and add a 6th condition that will add a 6 year time period on the Conditional Use permit with the opportunity to renew.

Mr. Zerr asked Commissioner Mansur if the 6 year time period would begin upon the issuance of the Conditional Use Permit.

Commissioner Mansur responded yes, that is correct.

Mayor Turnbow reminded the Commission that this vote is for the amendment to the motion only.

Vote on Motion:

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

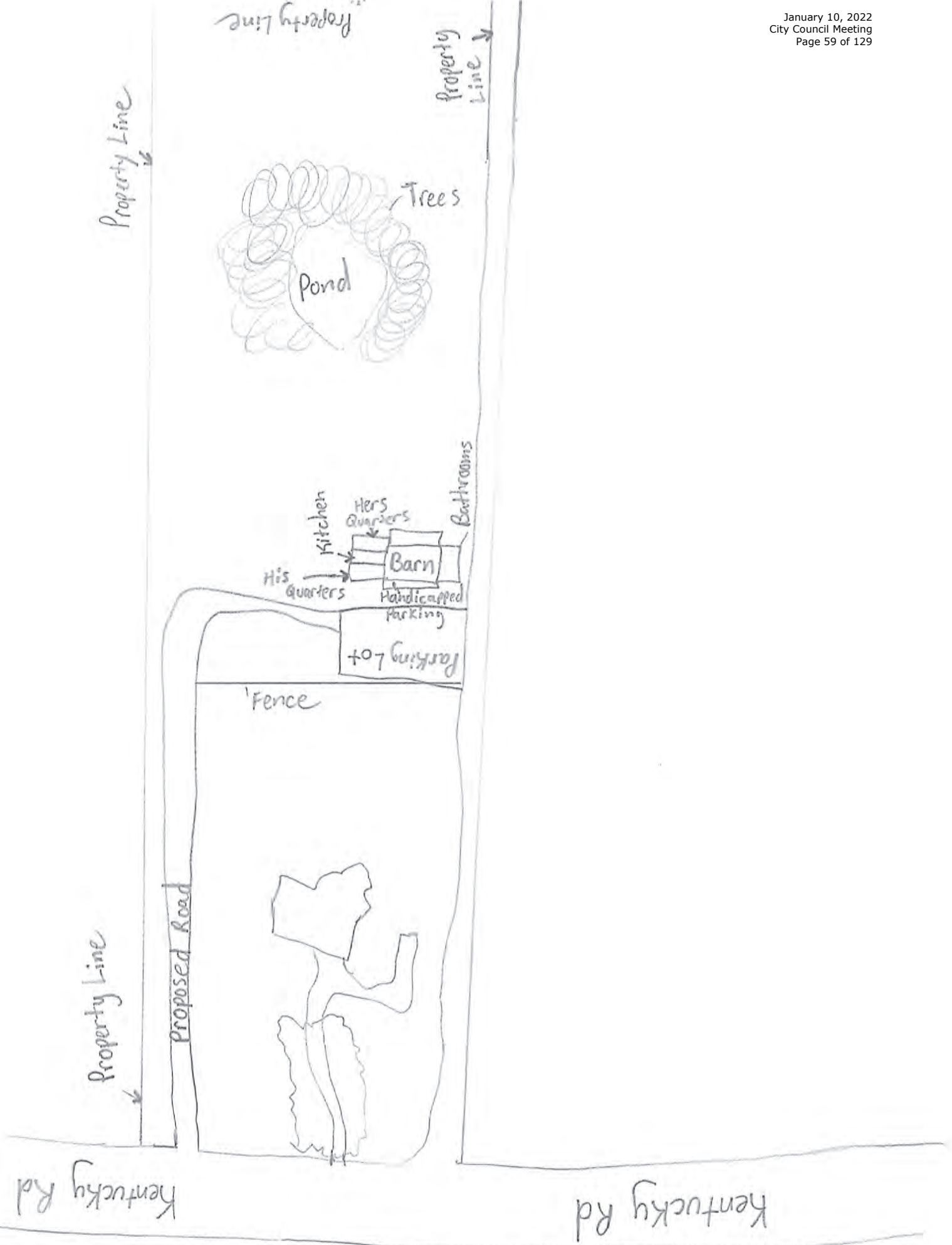
Motion passed 8-1-0.

Vote on Original Motion, as amended, to approve Case #21041 Brown Event Space Conditional Use permit, and forward to the City Council with a recommendation of approval.

Vote on Motion:

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

Motion passed 9-0-0.



New Business



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: 01/10/2022

SUBMITTED BY: David Gress

DEPARTMENT: Economic Development

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

TITLE / ISSUE / REQUEST

Tax Increment Financing (TIF) Plans and Projects - Annual Report

STRATEGIC PLAN GOAL/STRATEGY

Goal 3.3 Cultivate a climate for prosperous business growth and development

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

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

Annual TIF Report Summary Presentation

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

In accordance with RSMo. 99.865, Staff prepares an annual presentation on the progress of the various Tax Increment Financing (TIF) Plans throughout the City to determine if the plans and redevelopment projects associated with such plans are making satisfactory progress under the proposed time schedules outlined within the approved plans. Staff will provide a summary of the following TIF Plans and Redevelopment Projects within the City:

- Foxwood Village Shops TIF Plan
- Highway 58 West Extended Redevelopment TIF Plan (Galleria)
- Highway 58 and Dean Avenue TIF Plan (Raymore Marketplace)

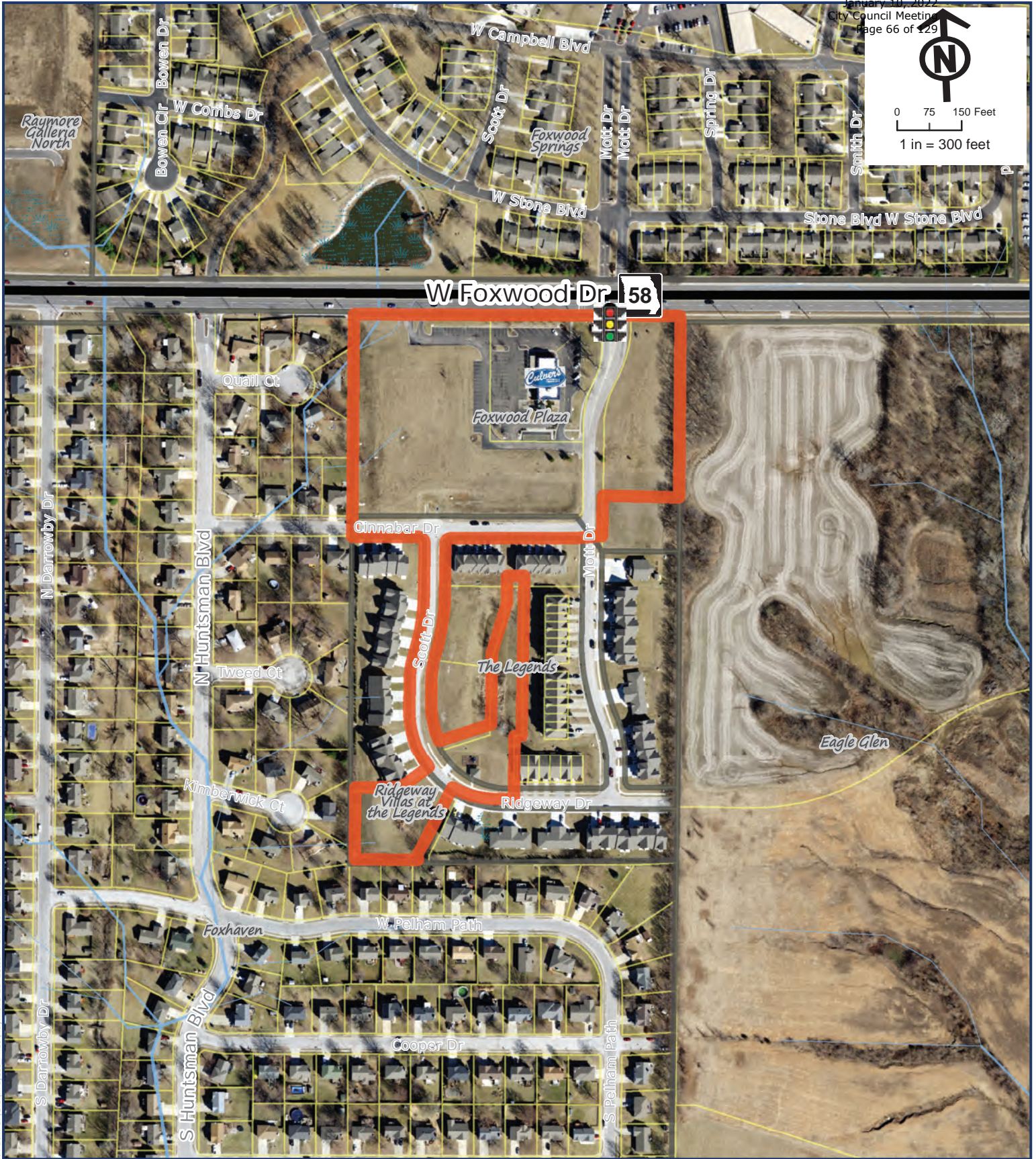


Tax Increment Financing (TIF) Plans and Projects

Annual Progress Report



0 75 150 Feet
1 in = 300 feet



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Annual TIF Report

Foxwood Village Shops TIF Plan

Reporting Period: October 2020 thru September 2021

Contact Information: Mark Klinkenberg - Foxwood Plaza, LLC

Plan/Project Status: Inactive - awaiting further development

2-3 potential pad sites remaining within TIF Boundary
Seeking additional projects

Estimated New Job Creation

Projected: 142

Actual: 50

TIF Revenue Summary:

Payments in Lieu of Taxes (PILOTS): \$113,000 **(+12%)**

Economic Activity Taxes (EATS): \$588,911 **(+15%)**

TIF Financing Method: Pay as you go

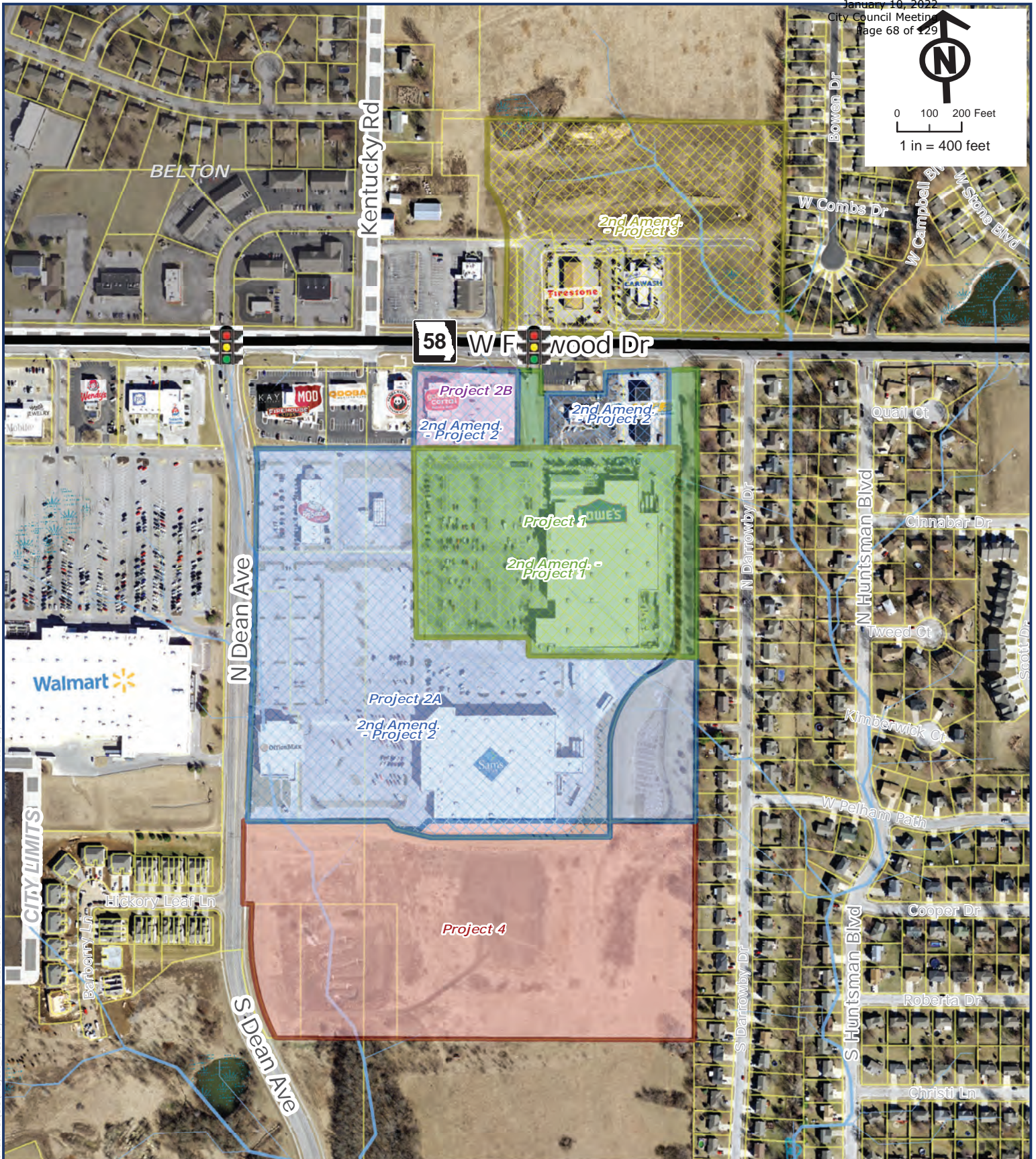
Estimated Increase in Tax Generation

Original Assessed Value: \$3,149

Assessed Valuation Added: \$314,140



0 100 200 Feet
1 in = 400 feet



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Annual TIF Report

Raymore Galleria TIF Plan(s)

Reporting Period: October 2020 thru September 2021

Contact Information: PDD Development, LLC
Raymore Galleria, LLC

Plan/Project Status: Inactive (2 projects fully operational, remaining 2 are inactive)

Estimated New Job Creation

Projected: 153

Actual: 458

TIF Revenue Summary:

Payments in Lieu of Taxes (PILOTS): \$4,351,390 **(+10%)**

Economic Activity Taxes (EATS): \$15,541,449 **(+13%)**

TIF Financing Method: Pay as you go

Estimated Increase in Tax Generation

Original Assessed Value: \$10,116

Assessed Valuation Added: \$7,631,620



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1 in = 200 feet



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Annual TIF Report

58 Highway & Dean Avenue TIF Plan

Reporting Period: October 2020 thru September 2021

Contact Information: Raymore Partners, LLC
Cadence Commercial Real Estate

Plan/Project Status: Fully Operational

Estimated New Job Creation

Projected: 50

Actual: 50

TIF Revenue Summary:

Payments in Lieu of Taxes (PILOTS): \$59,529 **(+102%)**

Economic Activity Taxes (EATS): \$480,112 **(+30%)**

TIF Financing Method: Pay as you go

Estimated Increase in Tax Generation

Original Assessed Value: \$22,810

Assessed Valuation Added: \$873,940



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: Jan. 10, 2022

SUBMITTED BY: Melissa Harmer

DEPARTMENT: Communications

<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

An agreement with A Graphic Resource to provide printing and mailing services.

STRATEGIC PLAN GOAL/STRATEGY

1.3.1 Communicate with residents in a way that is purposeful and expected.

FINANCIAL IMPACT

Award To:	A Graphic Resource (AGR)
Amount of Request/Contract:	\$7,339.75 per issue
Amount Budgeted:	\$22,500
Funding Source/Account#:	Communications 01-12-7315-1110/01-12-6190-1110

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
Jan. 2022	Dec. 2024

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

Contract
Bid documents

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

The Communications Department publishes The Review and Parks & Recreation Program Guide three times a year (January, May, September). This magazine includes community news stories, program updates and a calendar of events from both the City and Raymore Parks & Recreation. The magazine consists of 40 pages and is mailed to every address with a Raymore ZIP code. The Review currently has a circulation of 10,492. The City currently holds a contract with A Graphic Resource (AGR) for printing and mailing services. That contract expired Dec. 31, 2021.

In December, staff received bids for the printing and mailing services for The Review. The bids for printing The Review three times a year for three years were presented as:

- A Graphic Resource: \$7,339.75 per publication
- Control Printing Group: \$9,575 per publication (for 2022 only; no prices for '23/'24)
- Daily Printing Inc: \$12,147 (per publication 2022)
\$14,347 (per publication 2023)
\$14,972 (per publication 2024)

BILL 3676

ORDINANCE

“AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH A GRAPHIC RESOURCE FOR PRINTING AND MAILING SERVICES FOR THE REVIEW.”

WHEREAS, the City Council has determined it advisable to print and deliver The Review and Parks & Recreation Program Guide, and;

WHEREAS, the FY 2022 budget includes an amount of \$22,500 for this agreement, and;

WHEREAS, City staff, following review of proposals received, has recommended to Council the acceptance of the proposal received by A Graphic Resource.

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

Section 1. The City Manager is authorized to enter into an agreement with A Graphic Resource to print and deliver The Review and Parks & Recreation Program Guide.

Section 2. The City Manager and City Clerk are authorized to execute an agreement attached as Exhibit A.

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 10TH DAY OF JANUARY 2022.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 24TH DAY OF JANUARY, 2022, BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Barber
Councilmember Berendzen
Councilmember Burke III
Councilmember Circo
Councilmember Holman
Councilmember Townsend
Councilmember Wills-Scherzer

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature



CITY OF RAYMORE
CONTRACT FOR SERVICES

THE REVIEW PRINTING SERVICES

Agreement made this **1st** day of **February, 2022**, between **A Graphic Resource**, an entity organized and existing under the laws of the State of **Missouri**, with its principal office located at **8330 Watson Rd., Suite 110, St. Louis, MO**, hereafter referred to as the **Contractor**, and The City of Raymore, Missouri, a Charter City organized and existing under the laws of the State of Missouri, with its principal office located at 100 Municipal Circle, Raymore, Missouri, hereafter referred to as the **City**.

This contract and applicable attachments represent the entire understanding and agreement between the parties and no oral, implied, alterations or variations to the contract will be binding on the parties, except to the extent that they are in writing and signed by the parties hereto. This contract shall be binding upon the heirs, successors, administrators, executors and assigns of the parties hereto. In the event there are any inconsistencies in the provisions of this contract and those contained in the proposal they will be resolved in accordance with the terms of this contract.

This contract is effective as of February 1, 2022, and coincidental with the City Manager's signature and attestation by the City Clerk and shall remain in effect as described within the attachments.

ARTICLE I

THE WORK

Contractor agrees to perform all work and provide all materials as specified in Request for Proposal 22-001 and the General Terms and Conditions in Appendix B, and according to the Contract Agreement set forth here. Contractor agrees to provide all labor, materials, tools, permits, and/or professional services and perform the contracted work in accordance with all specifications, terms and conditions as set forth within the proposal documents and the Scope of Services attached as Appendix A, 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

Contractor agrees to perform The Review printing services as prescribed in the RFP document. This contract is for services provided in a one-year period beginning February 1st, 2022 and ending January 31st, 2023. 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 III CONTRACT SUM AND PAYMENT

The City agrees to pay the Contractor for services provided based upon the guaranteed pricing proposed in the Request for Proposal response submitted by the contractor.

ARTICLE IV CONTRACT PAYMENTS

The City agrees to pay the Contractor for the completed work as follows: The Contractor shall provide the City with an invoice upon completion of each project. Payment will constitute full and complete payment as per individual invoice. The City will be the sole judge as to the sufficiency of the work performed.

The Contractor agrees that the City may withhold any and all payment for damage or destruction, blatant or otherwise, incurred to the City's property caused by poor performance or defective equipment or materials or personnel employed or utilized by the Contractor. Additionally, it is agreed the Contractor shall also be liable to the City for replacement of materials or services occasioned by such breach.

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

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

ARTICLE V DAMAGES/DELAYS/DEFECTS

The City will not sustain monetary damage if the whole or any part of this contract is delayed through the failure of the Contractor and/or his sureties to perform any part or the whole of this contract. Thus, if at any time the Contractor refuses or neglects to supply sufficiently skilled workmen or proper materials, or fails in any respect to execute the contract, including extras, with the utmost diligence, the City

may take steps deemed advisable to promptly secure the necessary labor, tools, materials, equipment, services, etc., by contract or otherwise, to complete whatever portion of the contracted work which is causing delay or is not being performed in a workmanlike manner.

Contractor and/or their sureties will be liable to the City for any cost for labor, tool, materials, equipment, services, delays, or claims incurred by the City to finish the work.

Contractor shall immediately report, to the City, or a duly authorized representative, any accident whatsoever arising out of the performance of this contract, especially those resulting in death, serious injury or property damage. Contractor must provide full details and statements from any witnesses.

If the Contractor shall fail to complete the work within the contract time, or an extension of time granted by the City, the Contractor will pay to the City the amount for liquidated damages as specified in the schedule below for each calendar day that the Contractor shall be in default after the time stipulated in this contract document. The amount specified in the schedule is agreed upon, not as a penalty, but as liquidated damages for the loss to the City of Raymore and the public of the use of the facility as designated. This amount will be deducted from any money due to the Contractor. The Contractor and Contractor's surety will be liable for all liquidated damages.

SCHEDULE OF LIQUIDATED DAMAGES		
Original Contract Amount		Charge Per Calendar Day (\$)
From More Than (\$)	To and Including (\$)	
0	50,000	150
50,001	100,000	250
100,001	500,000	500
500,001	1,000,000	1,000
1,000,001	2,000,000	1,500
2,000,001	5,000,000	2,000
5,000,001	10,000,000	2,500
10,000,001	And above	3,000

ARTICLE VI RESPONSIBILITIES

The City shall provide all information or services under their control with reasonable promptness and designate the City Manager, or their designee (in writing) to render decisions on behalf of the City and on whose actions and approvals the Contractor may rely.

The Contractor's responsibilities and obligations under this agreement are accepted subject to strikes, outside labor troubles (including strikes or labor troubles affecting vendors or suppliers of Contractor), accidents, transportation delays, floods, fires, or other acts of God, and any other causes of like or different character beyond the control of Contractor. Impossibility of performance by reason of any legislative, executive, or judicial act of any governmental authority shall excuse performance of or delay in performance of this agreement. The City and the Contractor shall agree upon any delay or cancellation of performance and execute an agreement in writing documenting the excuse of performance or delay in performance of this agreement.

Contractor agrees to provide all materials, labor, tools, and equipment necessary to perform and complete the contract as specified.

Contractor agrees to obtain and maintain, during the term of this contract, the necessary licenses and permits required by federal, state, county and municipal governments to perform the services as required by this contract. Contractor shall bear the cost of any permits which he is obligated to secure. Contractor will also ensure any subcontractors hired will obtain the necessary licenses and permits as required.

Contractor agrees to comply with all applicable federal, state, county and municipal laws and regulations, including, but not limited to, affirmative action, equal employment, fair labor standards and all applicable provisions of the Occupational Safety and Health Act of 1970, as amended. Contractor agrees to ensure subcontractors and their employees comply with all applicable laws and regulations.

Contractor also agrees to be, at all times, in full compliance with any and all applicable federal, state and local laws and regulations as they may change from time to time.

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 Contractor at the address listed below.

In the event this agreement is terminated, the City may hold as retainer the amount needed to complete the work in accordance with bid specifications.

ARTICLE VIII ARBITRATION

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 arbitrate the issue. Resolution of the issue will be binding upon both parties.

ARTICLE IX WARRANTY

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

ARTICLE X AFFIDAVIT of WORK AUTHORIZATION

Pursuant to 285.530 RSMo, the bidder must affirm its enrollment and participation in a federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by:

- * submitting the attached AFFIDAVIT OF WORK AUTHORIZATION and
- * providing documentation affirming the bidder's enrollment and participation in a federal work authorization program (see below) with respect to the employees proposed to work in connection with the services requested herein.

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

ARTICLE XI ENTIRE AGREEMENT

The parties agree that this constitutes the entire agreement and there are no further items or provisions, either oral or otherwise. Buyer agrees that it has not relied upon any representations of the Contractor as to the prospective performance of the goods, but has relied upon its own inspection and investigation of the subject matter.

The parties executed this agreement at The City of Raymore the day and year first above written.

IN WITNESS WHEREOF, the parties hereunto have executed two (2) counterparts of this agreement the day and year first written above.

THE CITY OF RAYMORE, MISSOURI

By: _____
Jim Feuerborn, City Manager

Attest: _____
Erica Hill, City Clerk

(SEAL)

Company Name

By: _____

Title: _____

Attest: _____

APPENDIX A

SCOPE OF SERVICES

1. INTRODUCTION/DESCRIPTION OF SERVICES:

The City of Raymore desires to have an exclusive agreement with a single vendor to provide printing and mailing services for the City of Raymore's *The Review* publications. Staff anticipate the resulting contract to be a one-year contract with an option to extend for two additional one-year terms.

The City is a high-growth Kansas City suburban community with a population of 22,941. The current procedure is for the printer to handle the mailing of the Review via flat rate bulk mailing at the Belton Post Office for all residents in the 64083 zip code. The printer includes the exact cost for postage on the invoice, which is added to the bid price for printing the publication.

The City is open to exploring other distribution options, should they be financially attractive and still allow for reaching the majority of City residents. Alternate suggestions should be submitted with the sealed bids on separate pages for negotiation with the successful bidder.

2. ANTICIPATED SCOPE OF SERVICES:

The Product. The seasonal Review is a glossy magazine-style publication created by the Communications Department at the City of Raymore. Specifications for The Review are anticipated to be as follows:

- 11 x 17 inch folded, stapled at the seam, for a finished product that is an 8 ½ x 11 inch booklet.
- 20 sheets which are double sided. - 40 total pages approximately
- Full-color, .25-inch bleed, 80lb gloss
- The number of booklets to be printed is roughly 10,650 through the first year of the contract, and the number to be mailed is approximately 10,520. The bulk mailing sent to the post office includes all 12 routes plus post office boxes, all mostly within the 64083 zip code. It is recommended that the successful printer call the post office ahead of project delivery to confirm route quantities. Adjustments will need to be made throughout the term of the contract to continue to meet our growing residential numbers.

Note: The City is open to ideas for alternatives that will improve the quality without exceeding approved budgets. Alternatives may be added with cost estimates as a part of this bid process.

Printing Schedule. The seasonal guides are to be mailed to residents three (3) times per year. The following estimated delivery schedule shall apply, with the **PRINTER** receiving the **CITY's** electronic files for printing roughly 10 calendar days before publication:

ISSUE SEASON	File Delivery to the Printer by	Final Proof Hard-Copy By	Publication MAILED By
Winter/Spring	Dec 15	End of Dec	Jan. 1
Summer	April 15	End of April	May 1
Fall	August 15	End of August	September 1

Printer Responsibilities. The **PRINTER** will print the brochure only after the **CITY**, via the Communications Director, has approved the final hard-copy proofs. The **PRINTER** will provide for, at its own cost, delivery and return-delivery (if necessary) of paper proofs if a local representative isn't available to deliver and receive proofs in-person at Raymore City Hall. The **PRINTER** will print all copies of each project and prepare them for mailing through a bulk mailing at the Raymore Post Office. The **PRINTER** shall be responsible for obtaining post office mailing tubs and other mailing information necessary to perform the bulk mailing. The **PRINTER** will provide a check for postage made payable to the postmaster and will include a charge for postage paid on the seasonal invoice. The **PRINTER** will deliver the additional booklets to City Hall, 100 Municipal Circle, Raymore.

City Responsibilities. The **CITY** will provide electronic files (PDFs and native files with artwork) for The Review to the **PRINTER's** FTP site, or similar large-capacity file uploading online site. The **CITY** uses InDesign. Should the **CITY** deem any revisions necessary when proofing the hard-copy proofs, the **CITY** will make those corrections and resend a revised file to the **PRINTER**.

3. REQUEST FOR INFORMATION:

Any requests for clarification of additional information deemed necessary by any vendor shall be submitted to Communications Manager Melissa Harmer, at Raymore City Hall, 100 Municipal Circle, Raymore, Missouri 64083, 816-892-3002. All requests for information must be submitted by November 30, 2021.

4. ADDITIONAL BIDDING INFORMATION

- 4.1 It is the contractor's responsibility to check for posted addendums to the Request for Proposal. Addendums are posted to the City website and emailed.
- 4.2 Project is tax exempt.

RFP # 22-001

Appendix B General Terms and Conditions

A. *Procedures*

The extent and character of the services to be performed by the Contractor shall be subject to the general control and approval of the Communications Director or their authorized representative(s). The Contractor shall not comply with requests and/or orders issued by an unauthorized individual. The Communications Director will designate his authorized representatives in writing. Both the City of Raymore and the Contractor must approve any changes to the contract in writing.

B. *Contract Period*

Award of this contract is anticipated prior to the end of January, 2022. This contract is for services provided in a one-year period beginning February 1, 2022 and ending January 31, 2023. 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.

C. *Hold Harmless Clause*

The Bidder/Contractor shall, during the term of the contract including any warranty period, indemnify, defend, and hold harmless the City of Raymore, its officials, employees, agents, residents and representatives thereof from all suits, actions, or claims of any kind, including attorney's fees, brought on account of any personal injuries, damages, or violations of rights, sustained by any person or property in consequence of any neglect in safeguarding contract work or on account of any act or omission by the Contractor or his employees, or from any claims or amounts arising from violation of any law, bylaw, ordinance, regulation or decree. The 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 Contractors Prohibited/Wages/ Information*

During the performance of a contract, the Contractor shall agree that it will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, or disabilities, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor; that it will post in conspicuous places, available to employees and applicants for employment, notices setting forth nondiscrimination practices, and that it will state, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that it is an equal opportunity employer. Notices, advertisements and solicitations placed

in accordance with federal law, rule or regulation shall be deemed sufficient to meet this requirement.

The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order so that the provisions will be binding upon each subcontractor or vendor used by the Contractor.

F. *Invoicing and Payment*

The Bidder shall submit invoices, in duplicate, for services outlined above in the scope of services.

Third party payment arrangements will not be accepted by the City.

G. *Cancellation*

The City of Raymore reserves the right to cancel and terminate this contract in part or in whole without penalty upon 30 days written notice to the Bidder/Contractor. Any contract cancellation notice shall not relieve the Bidder/Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

H. *Contractual Disputes*

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

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

City decision shall be final unless the Contractor appeals within thirty (30) days by submitting a written letter of appeal to the Finance Director, or her designee. The Finance Director shall render a decision within sixty (60) days of receipt of the appeal.

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 Work Place*

The Bidder 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 Bidder 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 Bidder shall demonstrate to the Communications Director or his authorized representative(s) of the City that the work is fully complete and in compliance with the scope of services. Any deficiencies shall be promptly and permanently corrected by the Bidder/Contractor at the Bidder's/Contractor's sole expense prior to final acceptance of work, and normal warranties shall be issued at point of final acceptance by the City of Raymore.

M. *No Escalation of Fees*

The pricing of services contained in the contract for the selected Contractor shall remain in effect for the duration of the contract. No escalation of fees will be allowed.

N. *Permits/Certificates*

The successful Contractor 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 contractors doing business within the City limits of Raymore. This permit can be obtained from the office of the City Clerk, 100 Municipal Circle, Raymore, Missouri, 64083.

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. *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 proposal become open records as soon as the bid is opened. Bidders and proposers should be aware that all documents within a submittal will become open records.

R. Affidavit of Work Authorization and Documentation

Pursuant to 285.530 RSMo, the bidder must affirm its enrollment and participation in a federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by

- * submitting the attached AFFIDAVIT OF WORK AUTHORIZATION and
- * providing documentation affirming the bidder's enrollment and participation in a federal work authorization program (see below) with respect to the employees proposed to work in connection with the services requested herein.

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

PROPOSAL FORM A
RFP 22-001

PROPOSAL VALIDITY AND COMMITMENT TO SIGN AGREEMENTS

I (authorized agent) Robert A. Drewes V.P. having authority to act on behalf of (Company name) A Graphic Resource Inc. do hereby acknowledge that (Company name) A Graphic Resource 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 Agreements.

Notice
See below

FIRM NAME: A Graphic Resource Inc

ADDRESS: 8330 Watson Rd Suite 110
Street

ADDRESS: St. Louis MO 63119
City State Zip

PHONE: 314-729-1600

E-MAIL: bob@agraphicsresourceinc.com

DATE: 12/6/2021 Robert A. Drewes Vice President
(Month-Day-Year) Signature of Officer/Title

DATE: 12/6/2021 R A Drewes President & CEO
(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

Due to Paper Volatility, availability & fluctuating pricing - pricing is good based at the current pricing at the time of quotation. See AGR Confirmation for future detail. Pricing will be adjusted if needed.

RAM
AGR

Legal Matters

1. Claims, Judgments, Lawsuits: Are there or have there been any claims, judgments, lawsuits or alternative dispute proceedings involving the Firm that involve potential damages of \$10,000 or more in the past 48 months?

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

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

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

Required Representations

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

1. The Firm possesses 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 Contractor 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 was arrived at independently without consultation, communication, or agreement with any other offeror or competitor.

PROPOSAL FORM C
 RFP 22-001

EXPERIENCE / REFERENCES

To be eligible to respond to this RFP, the proposing firm must be in business for a minimum of 1 year and must demonstrate that they, or the principals assigned to this project, have successfully completed services, similar to those specified in the Scope of Service section of this RFP, to at least one customer with a project similar in size and complexity to the City of Raymore. *Please list any Municipalities that you have done work for in the past 48 months.

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

- Company Name
- Mailing Address
- Contact Person/Email
- Telephone Number
- Project Name, Amount and Date completed

COMPANY NAME	<i>See Attached</i>
ADDRESS	
CONTACT PERSON	
CONTACT EMAIL	
TELEPHONE NUMBER	
PROJECT, AMOUNT AND DATE COMPLETED	

COMPANY NAME	
ADDRESS	
CONTACT PERSON	
CONTACT EMAIL	
TELEPHONE NUMBER	
PROJECT, AMOUNT AND DATE COMPLETED	



A Graphic Resource Inc.

Printing Professionals

Serving the Printing Industry
Since 1989

8330 Watson Rd Ste 110
St. Louis, MO 63119
(Ph) 314-729-1600
800-500-4110
Fax: 314-729-1616

Municipality References:

City of Manchester

Justin Klocke
14318 Manchester Road
Manchester, MO 63011
636-227-1385 ext 106
jklocke@manchestermo.gov
Quarterly Newsletter / Recreation magazine

City of Maryland Heights

Trisha Hall
11911 Dorsett Rd.
Maryland Heights, MO 63043
314-738-2204
thall@marylandheights.com
Monthly Newsletter

City of St. Charles

Beth Norviel
200 No. Second Street
St. Charles, MO 63301
636-255-6139
beth.norviel@stcharlescitymo.gov
Bi-monthly Newsletter

City of Olivette

Ciana Fleming
1140 Dielman Rd.
St. Louis, MO 63132
314-983-5280
cfleming@olivettemo.com
Quarterly Newsletter

City of Chesterfield

Casey Link
590 Chesterfield Pkwy West
Chesterfield, MO 63017
636-537-4000
link@chesterfield.mo.us
Quarterly Newsletter

**BID PROPOSAL FORM E – RFP 22-001
CONTINUED**

The undersigned is familiar with the conditions surrounding this project and is aware that the City of Raymore reserves the right to reject any or all bids, and is submitting this bid without collusion with any other person, individual or corporation.

Company Name A Graphic Resource Inc.

By Robert A. Drewes
Authorized Person's Signature

Robert A. Drewes Vice President
Print or type name and title of signer

Company Address 8330 Watson Rd Suite 110
St. Louis MO 63119

Phone 314-729-1600

Fax 314-729-1616

Email bob@agraphicsresourceinc.com

Date 12/6/2021

ADDENDA

Bidder acknowledges receipt of the following addendum:

Addendum No. NA

Addendum No. _____

Addendum No. _____

Addendum No. _____

Addendum No. _____

Addendum No. _____

LATE BIDS CANNOT BE ACCEPTED!



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8330 Watson Road Suite 110
St. Louis, MO 63119
(Ph) 314-729-1600
800-500-4110
Fax: 314-729-1616

QUOTE CONFIRMATION
SUBMITTED BY:

DATE: 12/6/2021

Customer PO. NO:

AGR JOB NO.

FOR: City of Raymore
100 Municipal Circle
Raymore, MO 64083

Ship to address:
130
City of Raymore
100 Municipal Circle
Raymore, MO 64083

ATTN: Kim Quade

Email: kquade@raymore.com

AGR is pleased to submit this quotation based on the following specifications:

Terms:	Net 30 / Upon Approved Credit		
Description:	RFQ 22-001 Raymore Review		
Quantity:	10,650	0 overs / 0 unders	
Size:	8.5 X 10.875 plus bleeds		
Stock:	60# 70# 80# gloss text		
Pages:	40 pages, self-cover (Options 36, 44, 48 pages on 80#)		
Artwork:	Pdf furnished		
Proofs:	Digital hardcopy		
Presswork:	4 color process throughout		
Bindery:	Stitch and trim, 10.875" way		
Mailing:	Quantity to be mailed: 10,520 Deliver to Raymore Post Office		
	Postage \$Additional Due to AGR prior to delivery to Post Office		

Shipped To:

Qty to be shipped 130 to

Price:	Pages	60#	70#	80#	
	36				\$7,515.82
	40	\$6,746.13	\$6,409.00	\$7,339.75	Base prices for bid 22-001
	44				\$8,893.82
	48				\$8,204.69

Due to paper volatility and availability pricing may need to be refigured for each publication. Pricing is based on current material costs, labor, freight and UPS delivery costs.

By signing below Customer confirms that this Quote constitutes CUSTOMER'S OFFER to enter into an agreement with AGR to fill his order based upon the terms stated herein including those on the reverse side. **NO AGREEMENT WILL BE BINDING UPON THE PARTIES UNLESS AGR SIGNS BELOW EVIDENCING ITS ACCEPTANCE. AGR'S ACCEPTANCE IS EXPRESSLY LIMITED TO THE TERMS HEREIN.** Prices based upon current paper cost, availability and freight costs – both are subject to review.

OFFER BY CUSTOMER:

ACCEPTANCE BY AGR:

By: _____
Authorized Representative and Title

By: _____
Authorized Representative and Title

Date of Offer: _____

Date of Acceptance: _____

BID PROPOSAL FORM E - RFP 22-001

The Review Printing Services

*labor costs fixed
for 3 years*

Single Season Publication printing:

*See Confirmation
attached*

	2022	2023	2024
	\$ <u>7,339.75</u>	\$ <u>7,339.75</u>	\$ <u>7,339.75</u>
	+ paper increases @ time of production	plus Paper & Transportation increases @ time of production	plus Paper & transportation increases @ time of production
Additional (optional) Services:			

Insertion of clip art/photos/graphics per item \$ 10⁰⁰

Price per hour for corrections made after final proof approval \$ 80⁰⁰

Reduce The Review 4 pages (four-color process) 36 Pages add'l \$ 176.07 (#7515.82)

Add The Review 4 pages (four-color process) 44 Pages add'l \$ 1,554.07 (#8,893.82)

48 Pages add'l \$ 864.94 (#8,204.69)

Comments/Amendments to scope of services:

Normal Turn Time 7-10 business work days after proof approval.

Due to unprecedented nature of printing industry & supply lines, worker
& courier time lines maybe extended in agreement with City of Raymond.

Please see A Graphic Resources Confirmation enclosed herein - about

Paper Pricing & availability.

Art Connections to files - AGR would need Indesign files packaged for
Indesign CS6 PC - so we can work with the files - we can discuss.

See E-Verify Documents
attached

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

Robert A. Drewes, who, being duly sworn, states on his oath or affirmation as follows:

Name/Contractor: Robert A. Drewes

Company: A Graphic Resource Inc

Address: 8330 Watson Rd. Suite 110 St. Louis, MO 63119

- 1 I am of sound mind and capable of making this Affidavit, and am personally acquainted with the facts stated herein.
- 2 Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the following services contracted between Contractor and the City of Raymore: Project # 22-001.
- 3 Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.
- 4 Attached hereto is documentation affirming Contractor's enrollment and



Company ID Number: 518363

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

Employer A Graphic Resource Inc.	
Robert Drewes	
Name (Please Type or Print)	Title
<i>Robert A. Drewes</i>	
Electronically Signed	03/09/2012
Signature	Date
Department of Homeland Security – Verification Division	
USCIS Verification Division	
Name (Please Type or Print)	Title
Electronically Signed	03/09/2012
Signature	Date

Information Required for the E-Verify Program

Information relating to your Company:

Company Name:	A Graphic Resource Inc.
Company Facility Address:	8330 Watson Road
	Suite 110
	Saint Louis, MO 63119
Company Alternate Address:	
County or Parish:	SAINT LOUIS
Employer Identification Number:	431522966



Company ID Number: 518363

North American Industry Classification Systems Code:	323
Administrator:	
Number of Employees:	5 to 9
Number of Sites Verified for:	1
Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:	
<ul style="list-style-type: none">MISSOURI 1 site(s)	

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name:	Robert A Drewes	Fax Number:	(314) 729 - 1616
Telephone Number:	(314) 729 - 1600		
E-mail Address:	bob@agraphicsourceinc.com		
Name:	Donna C Drewes	Fax Number:	(314) 729 - 1616
Telephone Number:	(314) 729 - 1600		
E-mail Address:	donna@agraphicsourceinc.com		



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: January 10, 2022

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 3677 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:	\$25,005.69
Amount Budgeted:	\$28,000
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 \$1.09 multiplied by the 2020 Census' estimated population for our community (22,941). Based on this, the fee for 2022 is \$25,005.69.

BILL 3677

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 RSMo. 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 Mayor 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 10TH DAY OF JANUARY, 2022.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 24TH DAY OF JANUARY, 2022, BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Barber
Councilmember Berendzen
Councilmember Burke III
Councilmember Circo
Councilmember Holman
Councilmember Townsend
Councilmember Wills-Scherzer

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature

2022

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, 2022**.

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 **\$25,005.69** to participate in the 2022 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 \$1.09 applied to 2020 U.S. Census and/or Population Estimate figures as shown in Attachment One. 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, 2022. 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

Community	2020 Population	2022 HHW Fee
	Estimate/Census	1.09 per capita
Archie	1,207	\$ 1,315.63
Belton	23,953	\$ 26,108.77
Blue Springs	58,603	\$ 63,877.27
Buckner	3,010	\$ 3,280.90
Camden Point	549	\$ 598.41
Claycomo Village	1,526	\$ 1,663.34
Cleveland	668	\$ 728.12
Dearborn	524	\$ 571.16
Drexel	846	\$ 922.14
Edgerton	620	\$ 675.80
Excelsior Springs	10,553	\$ 11,502.77
Ferrelview	800	\$ 872.00
Garden City	1,638	\$ 1,785.42
Gladstone	27,063	\$ 29,498.67
Glenaire	583	\$ 635.47
Grain Valley	15,627	\$ 17,033.43
Grandview	26,209	\$ 28,567.81
Greenwood	6,021	\$ 6,562.89
Hardin	531	\$ 578.79
Harrisonville	10,121	\$ 11,031.89
Kearney	10,404	\$ 11,340.36
Lake Lotawana	2,131	\$ 2,322.79
Lake Tapawingo	719	\$ 783.71
Lake Waukomis	874	\$ 952.66
Lake Winnebago	1,370	\$ 1,493.30
Lawson	2,402	\$ 2,618.18
Liberty	30,167	\$ 32,882.03
Loch Lloyd	835	\$ 910.15
Lone Jack	1,378	\$ 1,502.02
North Kansas City	5,017	\$ 5,468.53
Oak Grove	8,157	\$ 8,891.13
Orrick	800	\$ 872.00
Parkville	7,117	\$ 7,757.53
Peculiar	5,621	\$ 6,126.89
Platte City	4,969	\$ 5,416.21
Pleasant Hill	8,777	\$ 9,566.93
Pleasant Valley	3,047	\$ 3,321.23
Raymore	22,941	\$ 25,005.69
Raytown	30,012	\$ 32,713.08
Richmond	6,013	\$ 6,554.17
Riverside	3,528	\$ 3,845.52
Smithville	10,406	\$ 11,342.54
Sugar Creek	3,235	\$ 3,526.15
Weatherby Lake	2,086	\$ 2,273.74
Weston	1,834	\$ 1,999.06

Wood Heights	700	\$	763.00
Unincorporated Cass County	25,268	\$	27,542.12
Unincorporated Clay County	16,582	\$	18,074.38
Unincorporated Jackson Co.	23,112	\$	25,192.08
Unincorporated Platte County	30,120	\$	32,830.80
Unincorporated Ray County	11,493	\$	12,527.37

Source:

<https://www.census.gov/quickfacts/fact/table/US/PST045219>

<https://www.marc.org/Data-Economy/Metrodataline/Population/Current-Population-Data>



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

Bob Huston
Cass County

Donna Koontz
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

Lauran Kurtz
City of Lake Lotawana

Ex Officio:

Lisa McDaniel, Planner
Secretary/Treasurer

October 5, 2021

Re: 2022 Regional Household Hazardous Waste (HHW) Program

The MARC Solid Waste Management District has administered the Regional HHW Collection Program for 25 years and are pleased that this program continues to make possible the safe disposal of household hazardous waste for thousands of residents in our region.

The program provides residents access to permanent facilities in Kansas City and Lee's Summit, and to multiple mobile collection events.

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 spray and oven cleaners.

The 2022 participation fee will be \$1.09 per capita and will be applied to 2020 census and 2020 population estimates for those cities of which census numbers are not yet available. 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 2022, please sign and return the agreement by **Friday, December 17, 2021.**

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 black ink that reads "Doug Wylie".

Doug Wylie
Chair, MARC Solid Waste Management District





CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: January 10, 2022

SUBMITTED BY: Mike Krass

DEPARTMENT: Public Works

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

TITLE / ISSUE / REQUEST

Resolution 22-03 - Little Blue Valley Sewer

STRATEGIC PLAN GOAL/STRATEGY

2.2.3 Value and protect natural resources and green spaces

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

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

At the Jan. 3, Work Session, Little Blue Valley Sewer District Director Jeff Shook outlined proposed improvements to the Middle Big Creek Sewer Subdistrict that include expansion of the treatment plant, flow metering improvements and interceptor improvements.

Little Blue Valley Sewer District is seeking approval to issue debt to fund these improvements. A resolution is attached for Council consideration.

RESOLUTION 22-03

A RESOLUTION OF THE CITY OF RAYMORE, MISSOURI, AFFIRMATIVELY ASSENTING TO THE ISSUANCE OF REVENUE BONDS PAYABLE FROM REVENUES TO BE DERIVED FROM THE OPERATION OF THE LITTLE BLUE VALLEY SEWER SYSTEM IN AN AMOUNT NOT TO EXCEED \$106,000,000 FOR THE PURPOSE OF ACQUIRING, CONSTRUCTING, IMPROVING OR EXTENDING THE MIDDLE BIG CREEK SUBDISTRICT IN ACCORDANCE WITH SECTION 204.569(3), REVISED MISSOURI STATUTES.

WHEREAS, the Little Blue Valley Sewer District (the "District") is a common sewer district and body corporate and politic, organized and existing under the constitution and laws of the State of Missouri, within portions of Jackson and Cass Counties, Missouri, under the provisions of Section 204.250 *et seq.*, RSMo.; and

WHEREAS, the Middle Big Creek Sewer Subdistrict (the "Subdistrict") was organized pursuant to the provisions of Chapter 204, including particularly Section 204.565 *et seq.*, RSMo. (the "Act"), by order of the Circuit Court of Cass County, Missouri entered on December 11, 1992, Case No. CV192-985CC (the "1992 Decree"), upon petition of the governing bodies of the District, the Cities of Greenwood, Lake Winnebago, Lee's Summit and Raymore, Missouri, the Mullendike Sewer District, the Dikeland Sewer District, Cass County, Missouri and Jackson County, Missouri; and

WHEREAS, the 1992 Decree (i) has been recorded in the real estate records of the Recorder of Deeds of Jackson County, Missouri and of the Recorder of Deeds of Cass County, Missouri, which constitute the only counties in which the Subdistrict is located, and (ii) has been filed with the governing bodies of Jackson County, Missouri and Cass County, Missouri; and

WHEREAS, the Subdistrict was expanded pursuant to the provisions of the Act, by order of the Circuit Court of Cass County, Missouri entered on November 10, 2008, Case No. 08CA-CV04016 (the "2008 Decree," collectively with the 1992 Decree, the "Decree"), upon petition of the governing bodies of the District, the Cities of Greenwood, Lake Winnebago, Lee's Summit, Raymore, and Pleasant Hill, Missouri, the Mullendike Sewer District, the Dikeland Sewer District, Cass County, Missouri and Jackson County, Missouri (each a "Customer", and collectively the "Customers"); and

WHEREAS, the Decree, which (i) has been recorded in the real estate records of the Recorder of Deeds of Jackson County, Missouri and of the Recorder of Deeds of Cass County, Missouri, which constitute the only counties in which the Subdistrict is located, and (ii) has been filed with the governing bodies of Jackson County, Missouri and Cass County, Missouri, sets forth the political subdivisions which are participants of the Subdistrict; and

WHEREAS, the District now owns and operates a revenue producing sewerage system serving the Subdistrict and its inhabitants, including all appurtenances and

facilities connected therewith or relating thereto, together with all extensions, improvements, additions and enlargements thereto hereafter made or acquired for the benefit of the Subdistrict (the "System"); and

WHEREAS, District desires to extend and improve the System through the addition of sewer lines, the installation of meters and the expansion of the Middle Big Creek Wastewater Treatment Facility (collectively, the "Improvements"); and

WHEREAS, the District has determined that it is in the best interests of the District to finance the Improvements through the issuance of revenue bonds payable from the revenues to be derived from the operation of the System; and

WHEREAS, in accordance with Section 204.569(3) of the Revised Statutes of Missouri, the District has submitted to the Customers the question of whether the District shall issue revenue bonds payable from the revenues to be derived from the operation of the System in the amount not to exceed \$106,000,000 for the purpose of financing the Improvements.

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

Section 1. That the City hereby provides its written affirmative assent to the following question submitted by the District:

Shall Little Blue Valley Sewer District issue its wastewater collection and treatment and related facilities system revenue bonds in a not to exceed principal amount of \$106,000,000 for the purpose of acquiring, constructing, improving or extending the Middle Big Creek Subdistrict the cost of operation and maintenance of said wastewater collection and treatment and related facilities system and the principal of and interest on said revenue bonds to be payable solely from the revenues derived by the Little Blue Valley Sewer District from the operation of its wastewater collection and treatment and related facilities system, including all future improvements and extensions thereto.

Section 2. That in accordance with Section 204.569(3), approval of the proposition shall require the written assent of three-quarters of the Customers.

Section 3. That the Mayor of the City of Raymore, Missouri, and other officers, agents, consultants or employees of the City of Raymore, Missouri, are hereby authorized and directed to take such further action, and to execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution.

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

DULY READ AND PASSED THIS 10TH DAY OF JANUARY, 2022, BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Barber
Councilmember Berendzen
Councilmember Burke III
Councilmember Circo
Councilmember Holman
Councilmember Townsend
Councilmember Wills-Scherzer

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: 01/06/22

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 3678 - 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: N/A
Amount of Request/Contract: N/A
Amount Budgeted: N/A
Funding Source/Account#: N/A

PROJECT TIMELINE

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

STAFF RECOMMENDATION

Recommend approval of Bill 3585 Approving Extended Employment of Jim Feuerborn

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

Extended and Amended Employment Agreement.

REVIEWED BY:

Jonathan S. 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 \$7,769.60 to \$163,155.00,
- (b) All applicable dates for effectiveness and execution have been updated, and
- (c) The term of the contract has been extended to September 2022.

BILL 3678

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 THE 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 10TH DAY OF JANUARY, 2022.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 24TH DAY OF JANUARY, 2022, BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Barber
Councilmember Berendzen
Councilmember Burke III
Councilmember Circo
Councilmember Holman
Councilmember Townsend
Councilmember Wills-Scherzer

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 January 2022, 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, Sections 115.170-115.240 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 term of this Agreement herein, as may be amended or extended.

WHEREAS, it is the desire to the governing body 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, 2021, 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 wither 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) days 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 Council, to terminate the services of Employee at any time, 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(s) 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

(“Aggregate Severance Sum”) 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. 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 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 2021 of \$163,155, 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 as soon after November 1, as is reasonably possible. 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 (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 that authorized by the Employer's policies for other eligible 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 as soon after November 1, as is reasonably possible. Said review and evaluation shall be in accordance with specific criteria developed jointly by Employer and Employee. A summary written statement of the findings will be a resultant of the evaluation process an adequate opportunity for the Employee shall be provided 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 appropriated 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 & 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 sum total 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 which he is traveling on Employer's business, with Employee to name the beneficiary thereof.

E. Employee agrees to submit once per calendar year to a 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 an 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, meeting, 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, holiday 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 therefor on termination of employment as provided in the Raymore Personnel Policy.

SECTION 19. 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, Missouri 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 20. GENERAL PROVISIONS

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

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

C. This Extended & Amended Employment Agreement shall become effective commencing retroactively on the 1st day of September 2021.

D. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid, or unenforceable, the remainder of this Extended & Amended Employment 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 on 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.

Kristofer P. Turnbow

Date of Signature

“Employer”

ATTEST:

Erica Hill, City Clerk

Jim Feuerborn

Date of Signature

“Employee”

APPROVED AS TO FORM:

Jonathan S. Zerr, City Attorney

Miscellaneous

THE RAYMORE CITY COUNCIL HELD A WORK SESSION ON MONDAY, JANUARY 3, 2022, AT 7:00 P.M., AT RAYMORE CITY HALL, 100 MUNICIPAL CIRCLE. PRESENT IN PERSON: MAYOR TURNBOW, COUNCILMEMBERS ABDELGAWAD, BARBER, BERENDZEN, BURKE, III, CIRCO, HOLMAN, TOWNSEND, AND WILLS-SCHERZER. PRESENT VIA ZOOM: CITY MANAGER JIM FEUERBORN. ALSO PRESENT IN PERSON: ASSISTANT CITY MANAGER MIKE EKEY, CITY ATTORNEY JONATHAN ZERR, AND CITY STAFF.

A. Middle Big Creek Interceptor Improvements - issuance of Bonds

Jeff Shook, Director of the Little Blue Valley Sewer District, requested approval from the members of the Middle Big Creek Sanitary Sewer Subdistrict to issue bonds to fund the Phase II Interceptor Project. He provided a detailed overview of the project. Council directed staff to prepare a Resolution in support of the bond issuance. City Manager Jim Feuerborn stated the Resolution of support will be on the January 10 Council agenda for consideration.

B. Interviewing for Vacant Council Seats

City Manager Jim Feuerborn finalized the process to be used when interviewing for a vacant Council seat. He clarified points from previous work sessions of this topic.

C. City Attorney and City Prosecutor

The current contracts for the City Attorney and City Prosecutor expire in February 2022. The City Manager presented recommendations of contract changes and discussed with Council how they wish to proceed with the employment of these positions. Council directed staff to enter into negotiations regarding the contracts.

D. Other

MOTION: By Councilmember Townsend, second by Councilmember Holman to enter into executive session to discuss personnel matters as authorized by § 610.021 (3).

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 Townsend	Aye
	Councilmember Wills-Scherzer	Aye

The work session of the Raymore City Council adjourned to Executive Session at 8:04 p.m.