

## **AGENDA**

Raymore City Council Regular Meeting  
City Hall – 100 Municipal Circle  
Monday, January 24, 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. Public Works (pg 7)
  - B. Parks and Recreation (pg 9)
  - C. Communications Report
  - D. Comprehensive Plan (pg 13)
  - E. Monthly Financial Report (pg 15)
- 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 Meeting Minutes, January 10, 2022 (pg 25)
- B. Kurzweil Emergency Patching Project - Acceptance and Final Payment

Reference: - Resolution 22-04 (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. Agreement with A Graphic Resource for Printing and Mailing Services

Reference: - Agenda Item Information Sheet (pg 37)  
- Bill 3676 (pg 39)  
- Contract (pg 41)

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.

- City Council, 01/10/2022: Approved 8-0

### B. MARC Household Hazardous Waste Agreement

Reference: - Agenda Item Information (pg 63)  
- Bill 3677 (pg 65)  
- Agreement (pg 67)

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.

- City Council, 01/10/2022: Approved 8-0

### C. Approval of Amended and Restated Employment Agreement - City Manager

Reference: - Agenda Item Information (pg 73)  
- Bill 3678 (pg 75)  
- Employment Contract (pg 77)

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

- City Council, 01/10/2022: Approved 8-0

## 10. New Business. First Reading.

### A. Agreement with Brinton Electric Company for On-Call Electrical Services

Reference: - Agenda Item Information Sheet (pg 87)  
- Bill 3682 (pg 89)  
- Contract (pg 91)  
- Bid Forms (pg 107)

The City's current contract with Brinton Electric for on-call electrical services is set to expire next month. Staff publicly bid the new contract and found Brinton Electric to be the lowest and best vendor.

B. Budget Amendment: Building & Equipment Replacement Fund

Reference: - Agenda Item Information Sheet (pg 121)  
- Bill 3683 (pg 123)

One of the City's on-site servers has reached the end of its life and is no longer receiving software support. This has the potential to create a security risk and it needs to be replaced. Since this server supports several building functions, staff is recommending that it be placed in the BERP for replacement.

C. Amending City Code Section 341.040 Neighborhood Vehicles

Reference: - Agenda Item Information Sheet (pg 125)  
- Bill 3679 (pg 127)

In an effort to make the process of licensing golf carts and low speed vehicles more efficient and easier for citizens, this amendment proposes to change the renewal period from one year to two years.

D. Amending City Code Chapter 600 - Alcoholic Beverages

Reference: - Agenda Item Information Sheet (pg 131)  
- Bill 3680 (pg 133)

The Missouri General Assembly recently passed Senate Bill 126 amending the State's liquor laws. Bill 3680 amends city code to conform to the changes.

E. 2022 Show Me Green Sales Tax Holiday

Reference: - Agenda Item Information Sheet (pg 157)  
- Bill 3681 (pg 159)

Senate Bill 1181, enacted by the General Assembly in 2008, established the Show Me Green Sales Tax Holiday, which exempts the State sales tax on the sale of certain Energy Star certified appliances on an annual basis (April 19-25). Municipalities may also participate in the holiday and exempt city sales tax from the sale of these items.

F. Amending and Restating Resolution 22-03 Little Blue Valley Sewer

Reference: - Agenda Item Information Sheet (pg 161)  
- Resolution 22-05 (pg 163)

Resolution 22-05 seeks to amend Resolution 22-03 passed by the Council on January 10, 2022 pursuant to, and at the request of representatives of the Middle Big Creek Sewer Sub-District.

G. A Meeting of the Raymore Community Foundation

Reference: - Agenda (pg 167)  
- Minutes from the previous meeting (pg 168)  
- Financial Update (pg 170)

The State of Missouri and the by-laws of the Raymore Community Foundation require the board of directors to meet annually to approve the minutes from the previous meeting and elect officers for the year.

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

**12. Mayor/Council Communication.**

**13. Adjournment.**

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Items provided under "Miscellaneous" in the Council Packet:

- Planning and Zoning Commission Minutes, 12/07/2021 (pg 175)
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**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





## **PUBLIC WORKS MONTHLY REPORT**

**January 2022**

### **ENGINEERING DIVISION**

#### **Projects Advertised for Bid**

Ward Road Reconstruction

#### **Projects Under Construction**

Centerview Phase II  
Johnston Drive Sanitary Sewer Replacement

#### **Projects Under Design**

2021 Inflow and Infiltration correction project  
FY 2022 Street Preservation  
FY 2022 Curb Replacement  
FY 2022 ADA Ramp replacement  
FY 2022 Stormwater Improvement  
Sunset Lane and Hawkridge Park GO Improvements

#### **Development Under Construction**

- Eastbrook at Creekmoor
- Venue of the Good Ranch
- Oakridge Farms

#### **Developments Under Review**

- Prairie at Carroll Farms
- Edgewater 3rd
- Sendara
- Knoll Estates 2nd

### **OPERATIONS & MAINTENANCE DIVISION**

- 38 City Hall Work Orders
- 8 Driveway Inspections
- 4 Final ROW Inspections
- 354 Locates
- 37 Service Requests
- 1 Sewer Inspections
- 3 Water Inspections
- 20 Sidewalk Inspections
- 4 Water Taps
- 2 Curb Inspections
- Pulled bi-monthly water samples
- Salted and plowed roads during snow events
- Ordered 300 Tons of salt and restocked salt dome

- Washed and cleaned trucks after snow event
- Maintenance on winter equipment
- Cleaned the shop
- Water break 12/30/21 Lucy Webb & J Hwy
- Water break 1/5/22 1104 Foxshire Cir
- Repaired and replaced broken water meters
- Water break E Lucy Webb Rd and S Monroe St 1/11/22
- Fleet Maintenance
- Made salt brine in preparation for weather event
- Cleaned and prepped snow equipment
- Pulled bi-monthly water samples
- Cleaned baskets at Owen Good Lift Station
- Activated new meters
- Put up No Outlet Sign at Morningview Lift Station
- Pick up trash along 58 Hwy
- Patched 5 potholes
- Ordered 350 Tons of salt and restocked salt dome
- Replaced broken pump for salt brine





## MONTHLY REPORT

January 2021

### ***Monthly Highlights***

Parks & Recreation Athletic Coordinator Todd Brennon partnered with Homefield KC on Friday, January 14 for a baseball clinic at their facility on Bannister Road in Kansas City, MO. The clinic was offered for boys and girls between the ages of 7-14.

This is the first time we've offered a clinic with Homefield KC and we had 16 participants. Future plans include hosting clinics at Recreation Park this summer utilizing their staff and expertise.



The Rink at T.B. Hanna Station has been in operation all month. Repairs were made to the cooling system from damage in December. January 13 - 17 was our most successful weekend of the year with the Rink busy all weekend.



The new Parks and Recreation program guide featured one of our newest program categories with several new programs. The 50+ Program offers Bridge Club, Bingo, Bunco, Drop-in play Basketball and Pickleball Clinics. The upcoming year will showcase more of these types of programs. Logo onto [www.raymore.com/parks](http://www.raymore.com/parks) for more information.



### **Staff Highlights**

Parks and Recreation part-time staff play a huge part in offering programs and services to our residents. At this time, parks and recreation programming is offered at three different facilities on Saturday's (The Rink, South Middle School (Basketball) and the RAC. On Saturday's we have the South Middle School and the RAC both running basketball leagues from 8:00am to 5:00pm as well as the Rink at T.B. Hanna Station on Thursdays through Sundays with private rentals throughout the week. Four of our part-time employees pictured below are invaluable to our Department and keep these Saturdays and weekends running smoothly for our patrons.

David Cappleman  
Lora Schoenemann  
Brooke Trivers  
Terry Thornton

The Parks and Recreation Department would like to thank all of our part-time employees, Recreation Attendants, Concessions Workers, Facility Monitors, Site Supervisors, Park Maintenance Seasonals, Summer Camp Counselors, Sports League Schedulers, Sports Officials, Fitness Instructors and Specialized Program Providers



### **Parks and Recreation Board**

The Parks and Recreation Board met in a work session on January 11, 2022 in the Gilmore Room at Centerview. Topics of discussion included a review of the Hiring Policy and updates from the Recreation Division and Parks Division Superintendents.

Next Meeting: Tuesday, January 25, 2022

**WE ARE HIRING!** Flexible hours, fun atmosphere, great part-time job for anyone 16 years or older.

- Concessions Attendants
- Site Supervisors
- Ice Rink Attendants
- Ice Skating Instructors



We are always looking for Program instructors - got a special skill, talent or desire to teach? Call the Parks and Recreation office for more information on how to offer your program to everyone.

### **Facility Use for the Month**

#### **Centerview**

Junior Theater Classes  
3 Corporate Trainings  
Police Meeting  
Economic Development Meeting  
CCCED Strategic Planning Meeting  
Bridge Club  
Cass County CPR Training  
Baseball Umpire Training  
Sports Information Meeting  
Chamber of Commerce Luncheon  
Hope Haven Business Diner  
Mario Kart 8 Tournament

#### **The Raymore Activity Center**

Volleyball Rentals  
Open Volleyball  
Open Basketball  
Open Futsal  
Tiny Basketball & Kindergarten Basketball  
RayPec Prowlers Dance Team Practices  
Basketball League  
Futsal Practice Rental

### **Upcoming Events & Activities**

Let's get this year started! We just posted events for the next several months, so mark your calendars!

Jan. 8: [Free Chiefs Skate](#) at T.B. Hanna Station  
Jan. 26: [Frozen Skate](#) at T.B. Hanna Station  
Feb. 12: [Family Valentine's Dance](#) at the RAC  
March 24: [Friday Food Fest](#)  
April 9: [Raymore Unicorn Day](#)  
April 16: [Raymore Easter Festival](#)  
May 7: [Touch A Truck](#)





**The Rink at T.B. Hanna Station is Open!**

Pricing Currently, we can only accept cash payments for skate rentals at the Skate Shop. We apologize for the inconvenience! Credit/debit card payments can be accepted for season passes at Centerview, 227 Municipal Circle, during regular business hours Monday-Friday, 8 a.m.-5 p.m., excluding holidays. Centerview is closed Dec. 24 & 30 for the Christmas and New Years holidays.

- \$25/individual season pass. Contact Raymore Parks & Recreation to purchase at 816-322-2791.
- \$5 per person skate rental during open public skate hours/ cash only at this time
- Skate rentals are available in size toddler 8 to adult 14.

Hours/Sessions

Skate season runs from Friday, Dec. 3- Sunday, Feb. 20, 2022. Reduced hours begin January 24, 2022, with Fri-Sun hours only.

Weather: The outdoor skating rink is subject to weather conditions and possible closings due to weather, maintenance or unsafe ice conditions.

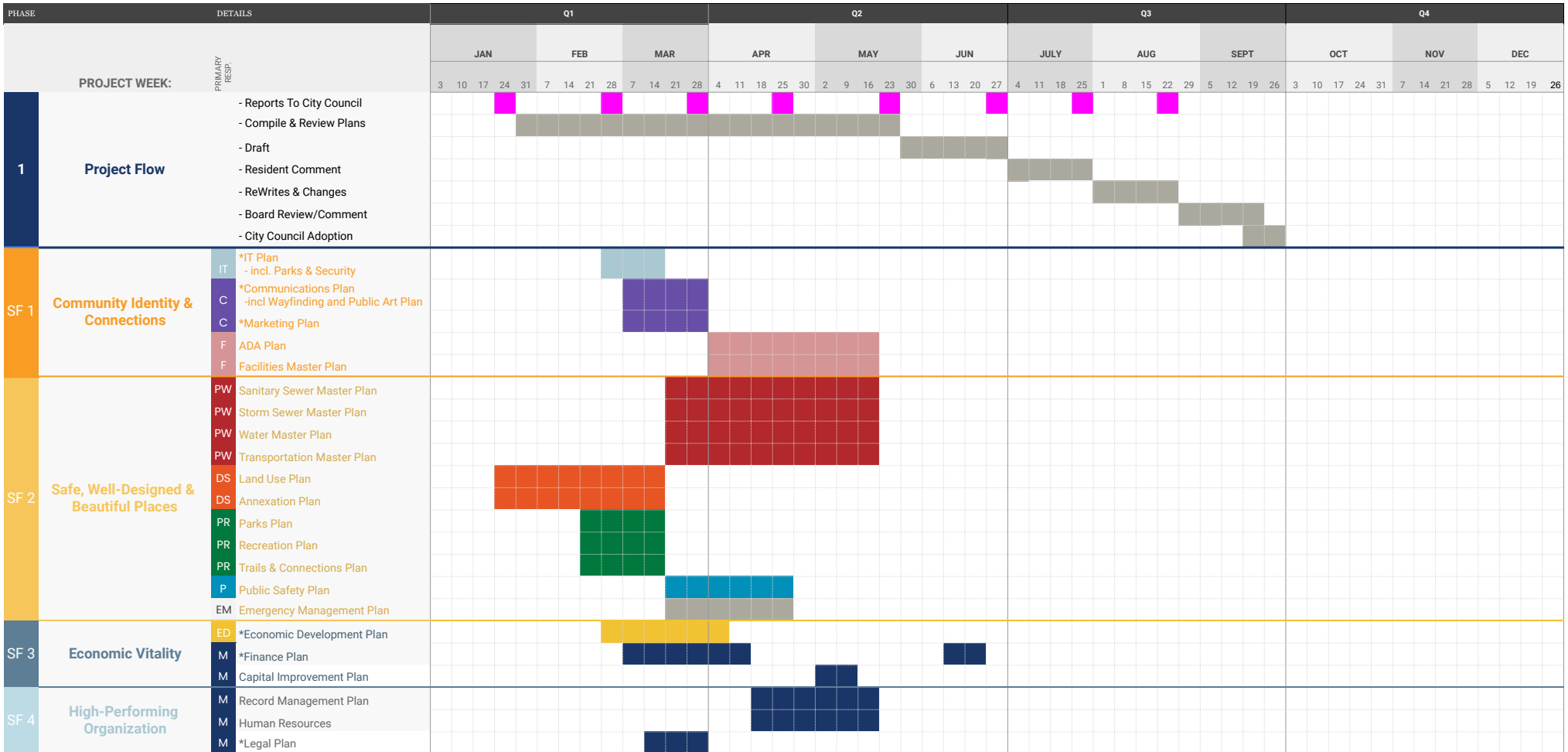
The Rink is closed Mondays for maintenance.

	Staffed Public Skate Hours	Available Private Rental Time*
Tuesdays	Programming - no public skate	Call to Inquire
Wednesdays	3-7 p.m. (Jan 12 &19); 3-6 p.m. Jan 26	Call to Inquire
Thursdays	4-7 p.m.	7-9 p.m.
Fridays	4-7 p.m.	7-9 p.m.
Saturdays	1-7 p.m.	11 a.m.-1 p.m. / 7-9 p.m.
Sundays	1-7 p.m.	11 a.m.-1 p.m. / 7-9 p.m.

# 2021

PHASE	DETAILS	Q1												Q2												Q3												Q4															
		JAN				FEB				MAR				APR				MAY				JUN				JULY				AUG				SEPT				OCT				NOV				DEC							
PROJECT WEEK:	PRIMARY RESP.	3	10	17	24	31	7	14	21	28	7	14	21	28	4	11	18	25	2	11	18	25	30	6	13	20	27	4	11	18	25	1	8	15	22	29	5	12	19	26	2	9	16	23	30	7	14	21	28	4	11	18	25
1	<b>Overall Project Milestones</b>	- Project Kickoff	Completed 2020																																																		
		- Strategic Goal Review	Completed 2020																																																		
		- Identify Areas for Additional Plans	Completed 2020																																																		
		- Outline Individual Department Updates & ReWrites	Dec																																																		
		- Identify areas where consultant is needed																																																			
		- Outline Timetable for Various Plans																																																			
		- Prep Work																																																			
		- Templates																																																			
		- Deadlines																																																			
		- Set Up Check-ins																																																			
		- Begin Reports																																																			
		- Compile & Review Plans																																																			
- Consultant Reports MUST be in																																																					
- ReWrites & Changes																																																					
- Board Review/Comment																																																					
- Resident Comment																																																					
SF 1	<b>Community Identity &amp; Connections</b>	IT *IT Plan																																																			
		- incl. Parks & Security																																																			
		C *Communications Plan																																																			
		- incl Wayfinding and Public Art Plan																																																			
SF 2	<b>Safe, Well-Designed &amp; Beautiful Places</b>	F ADA Plan																																																			
		F Facilities Master Plan																																																			
		PW Sanitary Sewer Master Plan																																																			
		PW Storm Sewer Master Plan																																																			
		PW Water Master Plan																																																			
		PW Transportation Master Plan																																																			
		DS Land Use Plan																																																			
		DS Annexation Plan																																																			
		PR Parks Plan																																																			
		PR Recreation Plan																																																			
SF 3	<b>Economic Vitality</b>	P PR Trails & Connections Plan																																																			
		P Public Safety Plan																																																			
		EM Emergency Management Plan																																																			
SF 3	<b>Economic Vitality</b>	ED *Economic Development Plan																																																			
		M *Finance Plan																																																			
		M Capital Improvement Plan																																																			
SF 4	<b>High-Performing Organization</b>	M Record Management Plan																																																			
		M *Human Resources																																																			
		M *Legal Plan																																																			

# 2022





## FINANCE MONTHLY REPORT

This report, consisting of a Financial Summary, Investment Summary and Grant Summary, has been prepared for the fiscal period December 1, 2021 to December 31, 2021.

### December Financial Summary

Some notes regarding this month's summary operating report:

#### General Fund

##### Revenue:

16.67% of the way through the fiscal year, General Fund revenues are generally tracking as expected with total collected revenue of 17.53% of budget. Inter-fund transfers are being completed on a monthly basis with the exception of the Capital Funds Transfer. The Capital Funds Transfers will occur throughout the year after the capital project has been accepted by the Council and final payments have been made.

- Property tax revenues collected are tracking as expected with the majority of the budgeted revenue expected by February 2022.
- Franchise Tax revenues as a whole are tracking slightly below straight line at 13.36%. This revenue source varies depending on the weather, staff will continue to monitor this closely throughout the year.
- Sales tax revenues as a whole are tracking above straight line budget at 17.93%. City sales taxes are at 18.13% while state shared gasoline and vehicle taxes are at 16.75%.
- Fees and Permit revenues collected are tracking above straight line budget at 19.19%. There were 12 detached single family and 46 attached single family residential building permits issued out of the 150 budgeted starts. In addition, we have issued 6 commercial building permits.
- License revenues collected are tracking as expected at 50.79% of straight line budget. Occupational license revenues collected are tracking ahead of expectation and this is attributed to the ability to complete forms and pay for the license online. Nearly all of the revenue is received in January when the licenses are due and staff anticipates a small amount throughout the spring for new builders to the area. Liquor licenses are due in May and processed after the public hearing.
- Municipal Court revenues collected are below straight line budget at 6.93%. The court is in the process of transitioning to the Show-Me Court software required by the State of Missouri. Staff will continue to monitor this revenue source closely throughout the year.

## **Expenditures:**

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

- The Information Technology Department has replaced the majority of the computers scheduled for replacement, and has renewed 50% of the annual software maintenance agreements, putting it above straight line budget.
- The Emergency Management Department is currently at 19.96% of straight line budget primarily due to the payment of the siren maintenance contract.

## **Parks & Recreation Fund**

### **Revenue:**

Revenues are at 13.40% of budget 16.67% of the way through the year; normal for this time of the year. Staff will monitor all revenue sources closely

### **Expenditures:**

The Parks department is showing the same operational expenditure pattern as in years past. Recreation department expenses reciprocate recreation revenue. Expenditures are expected to increase as the number of programs offered goes up.

## **Enterprise Fund**

### **Revenue:**

Utility revenues as a whole are tracking at 17.86% of straight line budget. Staff will continue to monitor all utility revenue closely throughout the year.

### **Expenditures:**

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



01 -GENERAL FUND  
 FINANCIAL SUMMARY

	PRIOR YEAR ENDING PO BAL.	PRIOR YEAR PO ADJUST.	REMAINING PRIOR YEAR PO BALANCE	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
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REVENUE SUMMARY

NON-DEPARTMENTAL

PROPERTY TAXES	0.00	0.00	0.00	1,693,079.00	433,674.07	435,435.55	0.00	1,257,643.45	25.72
FRANCHISE TAXES	0.00	0.00	0.00	2,109,554.00	135,775.93	281,806.60	0.00	1,827,747.40	13.36
SALES TAXES	0.00	0.00	0.00	3,849,653.00	357,688.27	690,383.80	0.00	3,159,269.20	17.93
FEES AND PERMITS	0.00	0.00	0.00	363,432.00	55,900.50	69,748.45	0.00	293,683.55	19.19
LICENSES	0.00	0.00	0.00	122,312.00	31,395.00	62,125.00	0.00	60,187.00	50.79
MUNICIPAL COURT	0.00	0.00	0.00	343,276.00	7,340.85	23,777.59	0.00	319,498.41	6.93
MISCELLANEOUS	0.00	0.00	0.00	522,151.00	3,561.73	29,691.52	0.00	492,459.48	5.69
TRANSFERS - INTERFUND	0.00	0.00	0.00	1,631,504.00	135,458.67	270,917.34	0.00	1,360,586.66	16.61
<b>TOTAL NON-DEPARTMENTAL</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>10,634,961.00</b>	<b>1,160,795.02</b>	<b>1,863,885.85</b>	<b>0.00</b>	<b>8,771,075.15</b>	<b>17.53</b>

COVID-19

<b>TOTAL REVENUES</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>10,634,961.00</b>	<b>1,160,795.02</b>	<b>1,863,885.85</b>	<b>0.00</b>	<b>8,771,075.15</b>	<b>17.53</b>
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EXPENDITURE SUMMARY

NON-DEPARTMENTAL	0.00	0.00	0.00	100,000.00	8,333.33	16,666.66	0.00	83,333.34	16.67
ADMINISTRATION	0.00	0.00	0.00	1,422,231.00	82,812.75	155,346.88	3,108.26	1,263,775.86	11.14
INFORMATION TECHNOLOGY	7,935.58	478.01	7,457.57	660,828.00	31,480.49	140,721.48	30,091.49	490,015.03	25.85
ECONOMIC DEVELOPMENT	0.00	0.00	0.00	158,219.00	7,550.72	15,047.52	1,727.65	141,443.83	10.60
COMMUNITY DEVELOPMENT	0.00	0.00	0.00	777,974.00	57,238.37	119,332.89	1,026.72	657,614.39	15.47
ENGINEERING	0.00	0.00	0.00	451,616.00	31,845.41	66,232.22	572.66	384,811.12	14.79
STREETS	10,894.66	0.00	10,894.66	844,407.52	52,105.14	84,943.99	4,512.68	754,950.85	10.59
BUILDING & GROUNDS	0.00	401.79	( 401.79)	361,933.00	31,770.44	53,195.19	5,700.87	303,036.94	16.27
STORMWATER	0.00	0.00	0.00	310,493.00	19,744.46	41,575.32	174.80	268,742.88	13.45
COURT	0.00	0.00	0.00	132,999.73	7,353.31	16,620.43	0.00	116,379.30	12.50
FINANCE	0.00	0.00	0.00	729,538.00	47,049.64	94,867.65	15,760.28	618,910.07	15.16
COMMUNICATIONS	3,467.00	0.00	3,467.00	193,219.00	11,686.58	19,877.75	1,189.82	172,151.43	10.90
PROSECUTING ATTORNEY	0.00	0.00	0.00	24,400.00	2,000.00	2,000.00	2,000.00	20,400.00	16.39
POLICE	0.00	0.00	0.00	4,328,192.00	332,799.81	634,900.11	23,046.86	3,670,245.03	15.20
EMERGENCY MANAGEMENT	0.00	0.00	0.00	136,295.00	8,615.28	26,337.37	867.22	109,090.41	19.96
COVID-19	3,290.90	0.00	3,290.90	0.00	0.00	0.00	0.00	0.00	0.00
<b>TOTAL EXPENDITURES</b>	<b>25,588.14</b>	<b>879.80</b>	<b>24,708.34</b>	<b>10,632,345.25</b>	<b>732,385.73</b>	<b>1,487,665.46</b>	<b>89,779.31</b>	<b>9,054,900.48</b>	<b>14.84</b>
<b>REVENUES OVER/(UNDER) EXPENDITURES</b>	<b>( 25,588.14)</b>	<b>879.80</b>	<b>( 24,708.34)</b>	<b>2,615.75</b>	<b>428,409.29</b>	<b>376,220.39</b>	<b>( 89,779.31)</b>	<b>( 283,825.33)</b>	<b>950.63</b>

25 -PARK FUND  
 FINANCIAL SUMMARY

	PRIOR YEAR ENDING PO BAL.	PRIOR YEAR PO ADJUST.	REMAINING PRIOR YEAR PO BALANCE	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
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REVENUE SUMMARY

NON-DEPARTMENTAL

PARKS DIVISION

PROPERTY TAXES	0.00	0.00	0.00	453,391.00	114,761.35	115,235.40	0.00	338,155.60	25.42
MISCELLANEOUS	0.00	0.00	0.00	12,679.00	380.48	443.00	0.00	12,236.00	3.49
FACILITY RENTAL REVENUE	0.00	0.00	0.00	12,275.00	1,120.00	1,420.00 (	300.00)	11,155.00	9.12
TRANSFERS - INTERFUND	0.00	0.00	0.00	450,000.00	37,500.00	75,000.00	0.00	375,000.00	16.67
<b>TOTAL PARKS DIVISION</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>928,345.00</b>	<b>153,761.83</b>	<b>192,098.40 (</b>	<b>300.00)</b>	<b>736,546.60</b>	<b>20.66</b>

RECREATION DIVISION

CONCESSION REVENUE	0.00	0.00	0.00	60,000.00	3.00	85.00	0.00	59,915.00	0.14
FACILITY RENTAL REVENUE	0.00	0.00	0.00	51,850.00	0.00	0.00	0.00	51,850.00	0.00
PROGRAM REVENUE	0.00	0.00	0.00	227,250.00	2,195.00	3,780.00	0.00	223,470.00	1.66
<b>TOTAL RECREATION DIVISION</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>339,100.00</b>	<b>2,198.00</b>	<b>3,865.00</b>	<b>0.00</b>	<b>335,235.00</b>	<b>1.14</b>

CENTERVIEW

FACILITY RENTAL REVENUE	0.00	0.00	0.00	63,875.00	755.63	4,235.64 (	50.00)	59,689.36	6.55
PROGRAM REVENUE	0.00	0.00	0.00	9,600.00	70.00	1,070.00	0.00	8,530.00	11.15
<b>TOTAL CENTERVIEW</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>73,475.00</b>	<b>825.63</b>	<b>5,305.64 (</b>	<b>50.00)</b>	<b>68,219.36</b>	<b>7.15</b>

RAYMORE ACTIVITY CENTER

MISCELLANEOUS	0.00	0.00	0.00	1,500.00	240.00	378.00	0.00	1,122.00	25.20
CONCESSION REVENUE	0.00	0.00	0.00	4,000.00	0.00	1.50	0.00	3,998.50	0.04
FACILITY RENTAL REVENUE	0.00	0.00	0.00	24,825.00	227.50	727.50	0.00	24,097.50	2.93
PROGRAM REVENUE	0.00	0.00	0.00	197,590.00	736.00	8,216.00	0.00	189,374.00	4.16
<b>TOTAL RAYMORE ACTIVITY CENTER</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>227,915.00</b>	<b>1,203.50</b>	<b>9,323.00</b>	<b>0.00</b>	<b>218,592.00</b>	<b>4.09</b>

<b>TOTAL REVENUES</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>1,568,835.00</b>	<b>157,988.96</b>	<b>210,592.04 (</b>	<b>350.00)</b>	<b>1,358,592.96</b>	<b>13.40</b>
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EXPENDITURE SUMMARY

PARKS DIVISION	0.00	0.00	0.00	892,337.50	65,541.65	118,520.89	36.14	773,780.47	13.29
RECREATION DIVISION	0.00	0.00	0.00	340,763.50	18,239.49	34,172.81	0.00	306,590.69	10.03
CENTERVIEW	0.00	125.00 (	125.00)	96,106.00	7,704.33	10,651.78 (	29.85)	85,484.07	11.05
RAYMORE ACTIVITY CENTER	0.00	699.75 (	699.75)	233,382.50	19,050.44	29,292.90 (	35.35)	204,124.95	12.54
<b>TOTAL EXPENDITURES</b>	<b>0.00</b>	<b>824.75 (</b>	<b>824.75)</b>	<b>1,562,589.50</b>	<b>110,535.91</b>	<b>192,638.38 (</b>	<b>29.06)</b>	<b>1,369,980.18</b>	<b>12.33</b>
<b>REVENUES OVER/(UNDER) EXPENDITURES</b>	<b>0.00</b>	<b>824.75</b>	<b>824.75</b>	<b>6,245.50</b>	<b>47,453.05</b>	<b>17,953.66 (</b>	<b>320.94)</b>	<b>( 11,387.22)</b>	<b>282.33</b>

50 -ENTERPRISE FUND  
 FINANCIAL SUMMARY

	PRIOR YEAR ENDING PO BAL.	PRIOR YEAR PO ADJUST.	REMAINING PRIOR YEAR PO BALANCE	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>									
<u>NON-DEPARTMENTAL</u>									
MISCELLANEOUS	0.00	0.00	0.00	25,839.00	2,897.76	4,374.33	0.00	21,464.67	16.93
UTILITY REVENUE	0.00	0.00	0.00	9,353,114.00	769,408.26	1,670,806.26	0.00	7,682,307.74	17.86
<b>TOTAL NON-DEPARTMENTAL</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>9,378,953.00</b>	<b>772,306.02</b>	<b>1,675,180.59</b>	<b>0.00</b>	<b>7,703,772.41</b>	<b>17.86</b>
<u>COVID-19</u>									
<u>SRF SEWER BONDS</u>									
<b>TOTAL REVENUES</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>9,378,953.00</b>	<b>772,306.02</b>	<b>1,675,180.59</b>	<b>0.00</b>	<b>7,703,772.41</b>	<b>17.86</b>
<u>EXPENDITURE SUMMARY</u>									
<b>NON-DEPARTMENTAL</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>600,000.00</b>	<b>50,000.00</b>	<b>99,899.28</b>	<b>0.00</b>	<b>500,100.72</b>	<b>16.65</b>
WATER	0.00	29,802.54 (	29,802.54)	3,441,890.52	248,792.41	334,029.28 (	27,078.71)	3,134,939.95	8.92
SEWER	0.00	0.00	0.00	3,658,172.97	191,487.48	155,415.86	1,955.63	3,500,801.48	4.30
SOLID WASTE	0.00	0.00	0.00	1,880,296.00	142,523.00	142,523.00	0.00	1,737,773.00	7.58
<b>TOTAL EXPENDITURES</b>	<b>0.00</b>	<b>29,802.54 (</b>	<b>29,802.54)</b>	<b>9,580,359.49</b>	<b>632,802.89</b>	<b>731,867.42 (</b>	<b>25,123.08)</b>	<b>8,873,615.15</b>	<b>7.38</b>
<b>REVENUES OVER/(UNDER) EXPENDITURES</b>	<b>0.00</b>	<b>29,802.54</b>	<b>29,802.54 (</b>	<b>201,406.49)</b>	<b>139,503.13</b>	<b>943,313.17</b>	<b>25,123.08 (</b>	<b>1,169,842.74)</b>	<b>480.84-</b>

## Investment Monthly Report

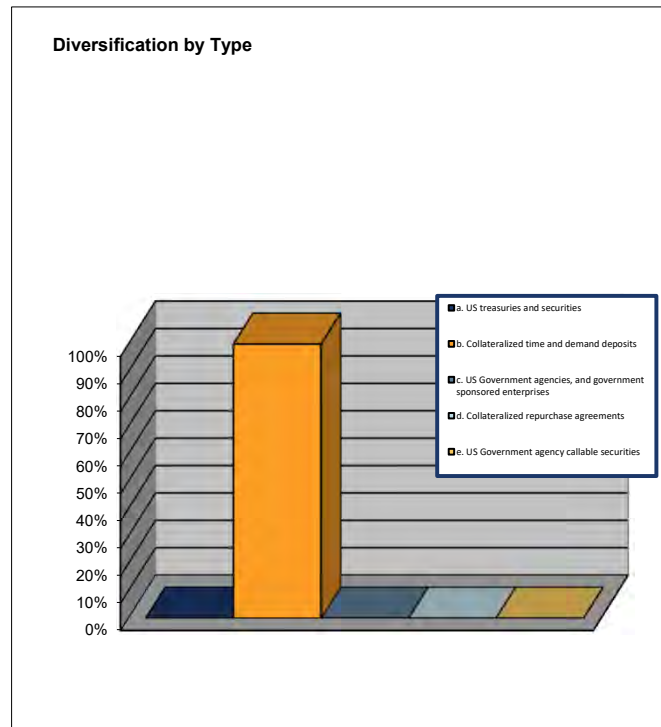
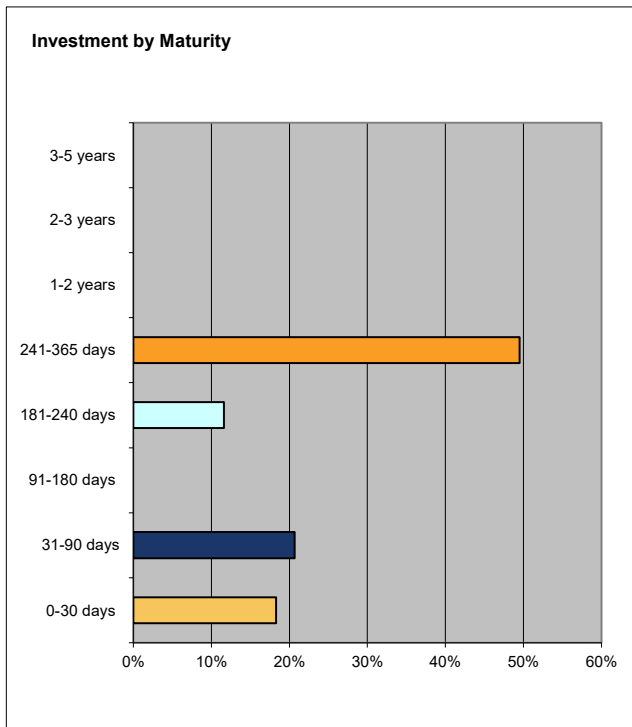
### Investments Held at 12/31/21

Purchase Date	Receipt #	Institution	Description	Restricted	Maturity Date	Principal	Par **	Yield	Market*
12/17/21	1936	CBR	CD		12/20/22	2,000,000.00	2,000,000.00	0.4300	2,000,000.00
12/17/21	1944	CBR	CD		12/20/22	2,500,000.00	2,500,000.00	0.4300	2,500,000.00
10/18/12		MOSIP	MOSIP POOLE- GENERAL FUND		NA	2,126,062.93	2,126,062.93	0.0600	2,126,062.93
06/03/16		MOSIP	MOSIP POOLE - GENERAL FUND		NA	1,016,727.08	1,016,727.08	0.0600	1,016,727.08
09/01/16		MOSIP	MOSIP POOLE - GENERAL FUND		NA	1,103,188.06	1,103,188.06	0.0600	1,103,188.06
08/26/21	1036781	NASB	CD		08/26/22	2,000,000.00	2,000,000.00	0.4300	2,000,000.00
08/14/19	901472	CBR	CD	Fund 50	08/25/22	699,769.30	699,769.30	0.2000	699,769.30
09/11/20	901488	CBR	CD		09/11/22	2,004,211.52	2,004,211.52	0.2100	2,004,211.52
10/01/21	1043778	NASB	CD		03/30/22	2,400,000.00	2,400,000.00	0.3900	2,400,000.00
10/01/21	1043760	NASB	CD		10/03/22	5,000,000.00	5,000,000.00	0.4400	5,000,000.00
10/01/21	1043786	NASB	CD		03/30/22	2,400,000.00	2,400,000.00	0.3900	2,400,000.00
<b>Investment Total</b>						<b>23,249,958.89</b>	<b>23,249,958.89</b>		<b>23,249,958.89</b>

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

Average Annual Rate of Return: **0.3304**

\*\* Par value listed above is the actual amount if less than one year or the calculated annual earnings showing a one-year duration



### Listing of Investments Matured During the Month

Month	Receipt #	Institution	Description	Restricted	Maturity Date	Principal	Par **	Yield	Days Held
12/10/20	1560	CBR	CD		12/10/21	2,000,000.00	2,000,000.00	0.2000	365
12/10/20	1552	CBR	CD		12/10/21	2,500,000.00	2,500,000.00	0.2000	365

Average Rate of Return on Maturities: **0.20**

## December Grant Summary

New Grant Applications	Grantor	Award Amt. Requested / Match Required	Project / Item	Notification Timeline	Awarded / Denied

Current Grant Awards:	Grantor	Award Amt. / Match Required	Eligible Amount Expended to Date	Awards/ Reimbursements Rec'd. to Date	Grant Deadline
<b>Police:</b>					
State & Community Hwy. Safety Grant - DWI (Oct. 2021 - Sept. 2022)	MoDOT (Traffic & Hwy. Safety Division)	\$7,500 (no match)	\$0.00	\$0.00	09/30/22
State & Community Hwy. Safety Grant - HMV (Oct. 2021 - Sept. 2022)	MoDOT (Traffic & Hwy. Safety Division)	\$6,000 (no match)	\$0.00	\$0.00	09/30/22
Bulletproof Vest Partnership (Sept. 2019 - Aug. 2021)	DOJ	\$2,141.76 (50% match)	\$0.00	\$0.00	08/31/21
<b>Parks:</b>					
<b>Emergency Management:</b>					
Emergency Mgmt. Performance Grant - 2022 (July 2021 - June 2022)	FEMA	\$51,213.99 (50% match)	\$0.00	\$0.00	06/30/22
Cares Act - COVID19	Cass County		\$1,124,198	\$1,124,198	12/31/20
American Rescue Plan Act (ARPA)	State of MO - Office of Administration	\$4,478,428.98	\$2,239,214.49	\$2,239,214.49	12/31/26
<b>Community Development:</b>					
Community Development	AARP	\$15,000	\$12,349.52	\$15,000.00	11/05/18

Past Grant Awards:	Grantor	Award Amount / Match Req'd.	Eligible Amount Expended to Date	Awards/ Reimbursements Rec'd. to Date	Grant Deadline
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## December Grant Summary

State & Community Hwy. Safety Grant - DWI (Oct. 2020 - Sept. 2021)	MoDOT (Traffic & Hwy. Safety Division)	\$7,500 (no match)	\$2,417.58	\$2,417.58	09/30/21
State & Community Hwy. Safety Grant - HMV (Oct. 2020 - Sept. 2021)	MoDOT (Traffic & Hwy. Safety Division)	\$6,000 (no match)	\$5,854.85	\$5,854.85	09/30/21

# Consent Agenda





**THE RAYMORE CITY COUNCIL MET IN REGULAR SESSION ON MONDAY, JANUARY 10, 2022 IN COUNCIL CHAMBERS AT 100 MUNICIPAL CIRCLE, RAYMORE, MISSOURI. MEMBERS PRESENT IN PERSON: MAYOR TURNBOW, COUNCILMEMBERS ABDELGAWAD, BERENDZEN, BURKE, III, CIRCO, HOLMAN, TOWNSEND, AND WILLS-SCHERZER. MEMBER PRESENT VIA ZOOM: COUNCILMEMBER BARBER. ALSO PRESENT IN PERSON: 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.
- 3. Pledge of Allegiance.**
- 4. Presentation/Awards.**
- 5. Personal Appearances.**
- 6. Staff Reports.**

Development Services Director Jim Cadoret reviewed the staff report included in the Council packet and summarized the 2021 building activity. He reviewed upcoming items coming before the Planning and Zoning Commission and answered questions from Council.

Chief of Police Jan Zimmerman provided a brief overview of the difference between reporting types: Uniform Crime Reporting (UCR) and National Incident Based Reporting System (NIBRS). She answered questions from Council.

City Manager Jim Feuerborn announced that there would be no work session on January 17 as City Hall is closed in observance of Martin Luther King, Jr. Day.

- 7. Committee Reports.**
- 8. Consent Agenda.**
  - A. City Council Special Meeting minutes, December 20, 2021**
  - B. Resolution 22-01: Appointment and Affirmations of Membership to Incentive District Boards**
  - C. Resolution 22-02: 2021 Fire Hydrant Project - Acceptance and Final Payment**

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

**DISCUSSION:** None

<b>ROLL CALL VOTE:</b>	Councilmember Abdelgawad	Aye
	Councilmember Barber	Aye
	Councilmember Berendzen	Aye
	Councilmember Burke, III	Aye
	Councilmember Circo	Abstain
	Councilmember Holman	Aye
	Councilmember Townsend	Aye
	Councilmember Wills-Scherzer	Aye

## 9. Unfinished Business.

### A. Brown Event Space Conditional Use Permit

#### **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 second reading of Bill 3675 by title only.

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

**DISCUSSION:** None

<b>ROLL CALL VOTE:</b>	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

Mayor Turnbow announced the motion carried and declared Bill 3675 as **Raymore City Ordinance 2022-001**.

## 10. New Business.

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

Mayor Turnbow opened the public hearing at 7:14 p.m. and called for a staff report.

Economic Development Director David Gress provided a review of the staff report included in the Council packet. In accordance with RSMo 99.865, staff prepared a 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. Mr. Gress provided an update of

the progress of the Foxwood Village Shops TIF Plan, Highway 58 West Extended Redevelopment TIF Plan (Galleria), and Highway 58 and Dean Avenue TIF Plan (Raymore Marketplace) for the period of September 2020 to October 2021.

Mayor Turnbow opened the public hearing for public comment, and hearing none closed the public hearing at 7:21 p.m.

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

**BILL 3676: "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."**

City Clerk Erica Hill conducted the first reading of Bill 3676 by title only.

Communications Manager Melissa Harmer provided a review of the staff report included in the Council packet. 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 for printing and mailing services. That contract expired December 31, 2021. Of the bids received, A Graphic Resource was the lowest and best bidder. Staff recommends awarding the contract to A Graphic Resource.

**MOTION:** By Councilmember Townsend, second by Councilmember Holman to approve the first reading of Bill 3676 by title only.

**DISCUSSION:** None

<b>ROLL CALL VOTE:</b>	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

**C. MARC Household Hazardous Waste Agreement**

**BILL 3677: "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."**

City Clerk Erica Hill conducted the first reading of Bill 3677 by title only.

Public Works Director Mike Krass provided a review of the staff report included in the Council packet. 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.

**MOTION:** By Councilmember Townsend, second by Councilmember Holman to approve the first reading of Bill 3677 by title only.

**DISCUSSION:** None

<b>ROLL CALL VOTE:</b>	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

**D. Little Blue Valley Sewer District**

**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."**

City Clerk Erica Hill conducted the reading of Resolution 22-03 by title only.

Public Works Director Mike Krass provided a review of the staff report included in the Council packet. At the January 3 Council work session, Little Blue Valley Sewer District Director Jeff Shook outlined proposed improvements within 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.

Finance Director Elisa Williams stated there are 1,969 connections to the Middle Big Creek subdistrict in Raymore. They currently charge per connection, but will be transitioning to flow-based billing in the future. She stated she anticipates a decrease in fees from Middle Big Creek after the transition.

City Manager Jim Feuerborn noted that using our cost of service model, if we were currently being billed using the flow-based model, customer rates would be lower.

Councilmember Berendzen asked Mr. Shook how many other customers have expressed support. Mr. Shook stated there are 8 customers in the subdistrict, 5 of which have approved a resolution of support and 2 others considering it this evening.

**MOTION:** By Councilmember Townsend, second by Councilmember Holman to approve the reading of Resolution 22-03 by title only.

**DISCUSSION:** Councilmember Holman noted that this is a need based project from the Little Blue Valley Sewer District.

<b>ROLL CALL VOTE:</b>	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

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

**BILL 3678: "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."**

City Clerk Erica Hill conducted the first reading of Bill 3678 by title only.

City Attorney Jonathan Zerr provided a review of the staff report included in the Council packet. 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 (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. He answered questions from Council.

**MOTION:** By Councilmember Townsend, second by Councilmember Holman to approve the first reading of Bill 3678 by title only.

**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

### **11. Public Comment.**

### **12. Mayor/Council Communication.**

Mayor Turnbow and Councilmembers thanked City Manager Jim Feuerborn for his service to Raymore and the Council, thanked Chief Zimmerman for explaining the difference between crime reporting types, and noted the growth and progress of the City in the past year.

Councilmember Barber thanked the Mayor and Council for allowing him to participate virtually.

Councilmember Circo thanked Chief Zimmerman for leading her staff in keeping the city safe.

Mayor Turnbow thanked the Council for the support of the Middle Big Creek Sewer Subdistrict bond project.

### **13. Adjournment.**

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

**DISCUSSION:** None

**ROLL CALL VOTE:**

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

The regular meeting of the Raymore Council adjourned at 7:54 p.m.

Respectfully submitted,

Erica Hill  
City Clerk





**RESOLUTION 22-04**

**"A RESOLUTION OF THE CITY OF RAYMORE, MISSOURI, ACCEPTING THE KURZWEIL EMERGENCY PATCHING 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 Kurzweil Emergency Patching Project is accepted.

Section 2. The final payment in the amount of \$8,716.33 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 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



# **Unfinished Business**





**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:

<b>ISSUE SEASON</b>	<b>File Delivery to the Printer by</b>	<b>Final Proof Hard-Copy By</b>	<b>Publication MAILED By</b>
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.*

*RAD*  
*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

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

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



**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](mailto: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](mailto: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](mailto: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](mailto:cfleming@olivettemo.com)  
Quarterly Newsletter

### City of Chesterfield

Casey Link  
590 Chesterfield Pkwy West  
Chesterfield, MO 63017  
636-537-4000  
[link@chesterfield.mo.us](mailto: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!**



**A Graphic Resource Inc.**

# Printing Professionals

Serving the Printing Industry  
Since 1989

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](mailto:kquade@raymore.com)

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

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

**Shipped To:** Qty to be shipped 130 to

<b>Price:</b>	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 \$ 10<sup>00</sup>

Price per hour for corrections made after final proof approval \$ 80<sup>00</sup>

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.**

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

**Information Required for the E-Verify Program**

**Information relating to your Company:**

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



**Company ID Number: 518363**

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

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

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



**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.

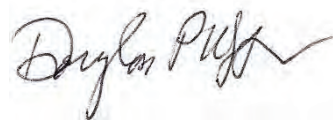
Materials accepted for safe disposal include paint and paint-related products, automotive fluids, batteries, lawn and garden chemicals, housecleaners, fluorescent bulbs, and other items such as bug spray and oven cleaners.

**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,



Doug Wylie  
Chair, MARC Solid Waste Management District







**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 1<sup>st</sup> 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

# **New Business**





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

DATE: Jan. 24, 2022

SUBMITTED BY: Mike Ekey

DEPARTMENT: Administration

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

TITLE / ISSUE / REQUEST

Award of Contract: On-Call Electrical Services

STRATEGIC PLAN GOAL/STRATEGY

1.2.1: Create a physical space that creates a sense of pride

FINANCIAL IMPACT

Award To: Brinton Electric Company  
Amount of Request/Contract:  
Amount Budgeted:  
Funding Source/Account#: Buildings & Grounds / Contractual

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
March 1, 2022	Feb. 28, 2025

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 City's current contract with Brinton Electric for on-call electrical services is set to expire next month. Staff publicly bid the new contract and found Brinton Electric to be the lowest and best vendor.



**BILL 3682**

**ORDINANCE**

**“AN ORDINANCE OF THE CITY OF RAYMORE, DIRECTING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH BRINTON ELECTRIC COMPANY FOR ON-CALL ELECTRICAL SERVICES.”**

**WHEREAS**, the City Council has determined that from time-to-time, there is a need for minor electrical work at the City’s facilities and;

**WHEREAS**, City staff publicly asked vendors to respond to bid for those on-call electrical services and;

**WHEREAS**, City staff determined that Brinton Electric Company was the lowest and best bid.

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

Section 1. The City Manager is directed to enter into a contract with Brinton Electric Company for on-call services as outlined in Exhibit A.

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 24th DAY OF JANUARY 2022.**

**BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 14th DAY OF FEBRUARY, 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

**MAINTENANCE SERVICE - ON CALL ELECTRICAL**

Agreement made this 14 day of February, 2022, between Brinton Electric Company, an entity organized and existing under the laws of the State of Missouri, with its principal office located at 10100 E. 65th St., Suite B, Raytown, MO 64133, 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 Feb. 15, 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 22-003 and the General Terms and Conditions in Appendix B, commonly referred to as Contract Terms and Conditions and according to 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, including bonding, insurance, prevailing wage requirements, 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 Maintenance Services - On-Call Electrical as prescribed in the RFP document. This contract is for services provided in a one year period beginning March 1, 2022 and ending February 28, 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 and attached as Appendix A.

## ARTICLE IV CONTRACT PAYMENTS

At completion of work order the contractor shall invoice for amounts due. Payment will be based on actual services rendered and actual costs. All such invoices will be paid within thirty (30) days by the City of Raymore unless any items thereon are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The Bidder/Contractor shall provide complete cooperation during any such investigation.

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.

The City will be the sole judge as to the sufficiency of the work performed.

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

In the event that the Missouri Department of Labor and Industrial Relations has determined that a violation of Section 292.675, RSMo, has occurred and that a penalty as described in Section XII shall be assessed, the City shall withhold and retain all sums and amounts due and owing when making payments to Contractor under this Contract.

#### ARTICLE V INSURANCE REQUIREMENTS

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

#### ARTICLE VI 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 will store, contain, or remove all debris, materials, tools, equipment and vehicles at the end of each day so that no hazardous or dangerous situations are created within the work location and surrounding area.

Contractor will promptly and within 7 days of receiving notice thereof repair all damage to public and private property caused by their agents or employees. Should damages not be promptly repaired within 7 days of receiving notice thereof, the City will authorize the hiring of another Contractor to do the repairs. The original Contractor agrees to promptly pay for the services of any such Contractor hired to do such repairs within 10 days of completion of the repairs.

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.

## ARTICLE VII 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 such any delay or cancellation of performance and execute an agreement in writing documenting the excuse of performance or delay in performance of this agreement.

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

All equipment will be of such type and in such condition so as not to cause any damages to City property or the community at large. All equipment used on site will meet the minimum requirements of OSHA (Occupational Safety Health Administration) and related federal, state, county, and city agencies and regulations, including but not limited to EPA (Environmental Protection Agency) and the NESHAPS (National Emission Standards for Hazardous Air Pollution). All material will be of a type and quality acceptable to the City, and which will not cause injury to property or persons.

Contractor will supervise and direct the work performed, and shall be responsible for his employees. Contractor will also supervise and direct the work performed by subcontractors and their employees and be responsible for the work performed by subcontractors hired by the contractor.

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 aforementioned.

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.

Contract is subject to the State of Missouri Prevailing Wage Laws (current Cass County Annual Wage #25) if the project is \$75,000 and up. The contractor shall include the provisions of this clause in all subcontracts for work to be performed by subcontractors under this contract so that provisions of this clause are binding upon subcontractors.

#### ARTICLE VIII 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 IX 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 X 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 XI  
REQUIRED SAFETY TRAINING

- A. Awarded contractors and their subcontractors must provide a 10-hour OSHA construction safety program, or a similar program approved by the Department of Labor and Industrial Relations, for their on-site employees who have not previously completed such safety training and are directly engaged in public improvement construction.
- B. Awarded contractors and their subcontractors must require all on-site employees to complete this ten-hour program within 60 days of beginning construction work if they have not previously completed the program and have documentation of doing so. On site employees who cannot provide proper documentation of completion of required safety training when requested will be given 20 days to produce the documentation before being removed from the project and before their employers will be subject to penalties. Provide any completed certificates prior to project start.

ARTICLE XII  
NOTICE OF PENALTIES FOR FAILURE  
TO PROVIDE SAFETY TRAINING

- A. Pursuant to Section 292.675, RSMo, Contractor shall forfeit to City as a penalty two thousand five hundred dollars (\$2,500.00), plus one hundred dollars (\$100.00) for each on-site employee employed by Contractor or its Subcontractor, for each calendar day, or portion thereof, such on-site employee is employed without the construction safety training required in Section XI above.
- B. The penalty described in Subsection "A" of this Section shall not begin to accrue until the time periods described in Sections XI "B" above have elapsed.
- C. Violations of Section XI above and imposition of the penalty described in this Section shall be investigated and determined by the Missouri Department of Labor and Industrial Relations.

ARTICLE XIII  
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 XIV  
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 Contractor as to prospective performance of the goods, but has relied upon its own inspection and investigation of the subject matter.

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

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

**THE CITY OF RAYMORE, MISSOURI**

By: \_\_\_\_\_  
Jim Feuerborn, City Manager

Attest: \_\_\_\_\_  
Erica Hill, City Clerk

(SEAL)

**BRINTON ELECTRIC COMPANY**

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

Title: \_\_\_\_\_

Attest: \_\_\_\_\_

**APPENDIX A**  
**SCOPE OF SERVICES AND SPECIAL PROVISIONS**

**MAINTENANCE SERVICE - ON CALL ELECTRICAL**  
**RFP 22-003**

**1. GENERAL**

The City of Raymore has occasional needs for electrical services to be performed in City facilities and on public grounds. In the last fiscal year the City spent approximately \$10,000 on basic electrical work – labor and materials combined. The work performed may range from adding new electrical service and fixtures to connecting a facility to an emergency generator to replacing photocells and parking light ballasts in parks.

The City desires to have an exclusive agreement with a single electrical firm to provide all electrical services needed for the contract period stated. Staff anticipates structuring the contract on an annual basis with an opportunity for two one-year extensions after the first year; provided that the terms of the agreement remain the same and that both the contractor and the City are satisfied with the agreement.

**2. SCOPE OF WORK**

The work under this contract consists of the following:

CONTRACTOR TO:

1. Provide uniformed personnel to perform tasks
2. Provide all supplies and equipment necessary to perform tasks
3. Repair any damage to facilities incurred during the performance of on-call repair services
4. Removal and disposal of any and all waste resulting from such on-call repair services
5. Maintain the work area in a professional manner
6. Notify the City of any irregularities found.
7. Provide requested quotes in a timely manner.

The City reserves the right to get second opinions. Additionally, the City reserves the right to contract with another vendor if the approved contractor is unable to respond to a call for service within 24 hours of first contact.

**3. SPECIAL PROVISIONS:**

- 3.1 *Working Hours:* All maintenance work shall occur between 8:00 A.M. and 5:00 P.M., Monday through Friday, excluding City recognized holidays. Work performed outside of these times shall be considered after hour's service. After hours work is not normally required so they must be coordinated and approved by the Assistant City Manager or designee.
- 3.2 Prices quoted shall include all labor cost, insurance, overhead, profit, mobilization, travel time, mileage and exclude taxes. Prices quoted must be firm for the term of the contract.

**4. ADDITIONAL BIDDING INFORMATION**

- 4.1 Project is tax exempt.

**CITY OF RAYMORE, MISSOURI**  
**RFP # 19-001**

**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 Assistant City Manager or their authorized representative(s). The Contractor shall not comply with requests and/or orders issued by an unauthorized individual. The Assistant City Manager will designate their 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 February 2022, with the initial term beginning March 1, 2022 and ending February 28, 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. *Insurance*

The Bidder/Contractor shall procure, maintain, and provide proof of, insurance coverage for injuries to persons and/or property damage as may arise from or in conjunction with, the work performed on behalf of the City of Raymore by the Bidder/Contractor, its agents, representatives, employees or subcontractors. The City of Raymore shall be named as an additional insured under such insurance contracts (except for Worker's Compensation coverage). All coverage for the City shall be written on a primary basis, without contribution from the City's coverage A Certificate of Insurance will be required within ten calendar days from the date of receipt of the Notice of Award. All policies shall be issued on an occurrence form.

1. General Liability

Commercial General Liability including Product/Completed Operations. The completed operations coverage is to remain in force for three years following the project completion.

Minimum Limits - General Liability:

\$1,000,000 Each Occurrence Limit  
\$ 100,000 Damage to Rented Premises  
\$ 5,000 Medical Expense Limit  
\$1,000,000 Personal and Advertising Injury  
\$2,000,000 General Aggregate Limit  
\$1,000,000 Products & Completed Operations

2. Excess/Umbrella Liability

\$5,000,000 Each Occurrence  
\$5,000,000 Aggregate

3. Automobile Liability

Coverage sufficient to cover all vehicles owned, used, or hired by the Bidder/Contractor, its agents, representatives, employees or subcontractors.

Minimum Limits - Automobile Liability:

\$1,000,000 Combined Single Limit  
\$5,000 Medical Expense Limit

4. Workers' Compensation

Limit as required by the Workers' Compensation Act of Missouri, Employers Liability, \$1,000,000 from a single carrier.

D. *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.

E. *Exemption from Taxes*

The City of Raymore is exempt from state sales tax and federal excise tax. Tax exemption certificates indicating this tax exempt status will be furnished on request, and therefore the City shall not be charged taxes for materials or labor.

F. *Employment Discrimination by Contractors Prohibited/Wages/ Information*

During the performance of a contract, the 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.

Contractor agrees to pay all employees involved in this contract the required wages as listed in the prevailing Wage Order 28 (if over \$75,000) for Cass County, Missouri, USA.

G. *Invoicing and Payment*

The Bidder shall submit invoices, in duplicate, for services outlined above in the scope of services. Certified payroll shall be submitted with each pay request or invoice if required.

Invoices shall be based on the following schedule:

At completion of work order– the contractor shall invoice for amounts due. Payment will be based on actual services rendered and actual costs. All such invoices will be paid within thirty (30) days by the City of Raymore unless any items thereon are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The Bidder/Contractor shall provide complete cooperation during any such investigation.

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

H. *Cancellation*

The City of Raymore reserves the right to cancel and terminate this contract in part or in whole without penalty upon 30 days written notice to the 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.

I. *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 Assistant City Manager, or

designee. The Assistant City Manager shall render a decision within sixty (60) days of receipt of the appeal.

J. *Severability*

In the event that any provision shall be adjudged or decreed to be invalid, such ruling shall not invalidate the entire Agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding and in full force and effect.

K. *Applicable Laws*

This contract shall be governed in all respects by federal and state laws. All work performed shall be in compliance with all applicable City of Raymore codes.

L. *Drug/Crime Free Work Place*

The 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.

M. *Inspection*

At the conclusion of each job order, the contractor shall demonstrate to the Building Maintenance Technician 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.

N. *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.



O. *Safety Training*

Bidders are informed that the Project is subject to the requirements of Section 292.675, RSMo, which requires all contractors or subcontractors doing work on the Project to provide, and require its on-site employees to complete, a ten (10) hour course in construction safety and health approved by the Occupational Safety and Health Administration ("OSHA") or a similar program approved by the Missouri Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program. All on-site employees of a contractor or subcontractor must have certification of successful completion of Required Safety Training within 60 days of project commencing. On-site employees must provide documentation that they have successfully completed the Required Safety Training *within the required time period*. If they cannot do so within 20 days of a request for such documentation, they must be removed from the project and their employers will be subject to penalties as described in the Act.

P. *Prevailing Wage Requirement (Public Projects under \$75,000 are excluded)*

The contract resulting from this solicitation is subject to the State of Missouri Prevailing Wage Law (Cass County Wage Order 28). The Contractor shall include the provisions of this clause in all subcontracts for work to be performed by subcontractors under this contract so that provisions of this clause are binding upon subcontractors.

Not less than the prevailing wage included must be paid to all workers performing work under the contract (section 290.250, RSMo).

The Contractor will forfeit a penalty to the contracting public body of \$100 per day (or portion of a day) for each worker that is paid less than the prevailing rate for any work done under the contract by the Contractor or by any Subcontractor (section 290.250, RSMo).

Q. *Permits/Certificates*

The successful Contractor shall be responsible for obtaining all permits/certificates, and for incurring all expenses associated with those items, prior to proceeding with the scope of work and services described in this solicitation. Included in these permits will be the "Occupational 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.

Certificate copies must be submitted with the RFP, if the project utilizes any of the contractors listed herein; Class A & B Contractors, Electricians, Plumbers and Mechanical Contractors.

CLASS A & B Contractors, Electricians, Plumbers and Mechanical contractors who held a 2012 Raymore Occupational License, must provide proof of at least eight (8) continuing education credits (CEU) related to the trade for which the license was issued within the last year.

CLASS A & B Contractors, Electricians, Plumbers and Mechanical contractors who did not hold a 2012 Raymore Occupational License, must provide a certificate of competency with a passing grade (70% or higher) from a nationally recognized testing institution; OR possess a Contractor's License from a reciprocating city; OR provide proof of a Bachelor's degree in Structural Engineering, Architecture or Construction Science.

*R. Bid Bond*

A bid bond or certified check from a surety or bank, approved by the Purchasing Specialist, in the amount of \$500.00 must accompany each proposal. An unacceptable bid security may be cause for rejection of the proposal. No bidder may withdraw his bid for a period of thirty (60) days after the date of opening of bids.

*S. 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.

*T. Release of Information*

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

*U. 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 22-003

**PROPOSAL VALIDITY AND COMMITMENT TO SIGN AGREEMENTS**

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

FIRM NAME: Brinton Electric Co

ADDRESS: 10100 E 65th St - Suite B  
Street

ADDRESS: Raytown MO 64133  
City State Zip

PHONE: 816 356 0922

E-MAIL: Kory@brintonelectric.net

DATE: 1/4/2022  
(Month-Day-Year) [Signature] / President  
Signature of Officer/Title

DATE: 1/4/2022  
(Month-Day-Year) [Signature] / Secretary  
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

## PROPOSAL FORM B

RFP 22-003

### **CONTRACTOR DISCLOSURES**

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

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

## 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 the same.

1. The Firm will possess all applicable professional and business licenses required for performing work in Raymore, Missouri.
2. The Firm satisfies all bonding and insurance requirements as stipulated in the solicitation for this project.
3. The Firm and all subcontractors that are employed or that may be employed in execution of the Contract Work shall be in full compliance with the City of Raymore requirements for Workers' Compensation Insurance.
4. If awarded the Contract Work, the Firm represents that it will not exceed its current bonding limitations when the Contract Work is combined with the total aggregate amount of all unfinished work for which the 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.

7. The Firm will ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex or national origin.

**PROPOSAL FORM C**  
 RFP 22-003

**EXPERIENCE / REFERENCES**

To be eligible to respond to this RFP, the proposing firm must be in business for a minimum of 3 years 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

<b>COMPANY NAME</b>	City of Raytown
<b>ADDRESS</b>	10000 E 59th St Raytown MO 64133
<b>CONTACT PERSON</b>	Tony Mesa
<b>CONTACT EMAIL</b>	TonyM@raytown.mo.us
<b>TELEPHONE NUMBER</b>	816 365-0515
<b>PROJECT, AMOUNT AND DATE COMPLETED</b>	many & varied , ongoing

<b>COMPANY NAME</b>	Metropolitan Community Colleges
<b>ADDRESS</b>	3200 Broadway Kcmo 64111
<b>CONTACT PERSON</b>	Beatrice Westhues
<b>CONTACT EMAIL</b>	Beatrice.westhues@mcckc.edu
<b>TELEPHONE NUMBER</b>	816 604-1353
<b>PROJECT, AMOUNT AND DATE COMPLETED</b>	many & varied , ongoing

COMPANY NAME	Raytown C2 Schools
ADDRESS	5911 Blue Ridge Blvd Raytown, MO 64133
CONTACT PERSON	Josh Husted
CONTACT EMAIL	josh.husted@raytownschools.org
TELEPHONE NUMBER	816 268 7160
PROJECT, AMOUNT AND DATE COMPLETED	many & varied, ongoing

COMPANY NAME	Kansas City Public Schools
ADDRESS	2012 E 23rd St KCMO 64127
CONTACT PERSON	Allen Cassity
CONTACT EMAIL	acassity@kcpublicschools.org
TELEPHONE NUMBER	816 418 2021
PROJECT, AMOUNT AND DATE COMPLETED	many & varied, ongoing

COMPANY NAME	Hollis & Miller Architects
ADDRESS	1828 Walnut Suite 922 KCMO 64108
CONTACT PERSON	Justin Durham
CONTACT EMAIL	jdurham@hollisandmiller.com
TELEPHONE NUMBER	816 442 7700
PROJECT, AMOUNT AND DATE COMPLETED	many & varied, ongoing

State the number of Years in Business: 45 1/2 yrs

State the current number of personnel on staff: 12



**PROPOSAL FORM D**

RFP 22-003

Proposal of Brinton Electric Co, organized and  
(Company Name)  
existing under the law of the State of Missouri, doing business  
as a corporation (\*)

To the City of Raymore, Missouri: In compliance with your Request for Proposal, Bidder hereby proposed and agrees to furnish all labor, tools, materials and supplies to successfully complete all requirements defined in City Project No. 22-003 – On Call Electrical.

This work is to be performed in strict accordance with the Plans and Specifications, including addendum number(s) NA, issued thereto, receipt of which is hereby acknowledged for the following unit prices.

By submission of this Bid, each Bidder certifies, and in the case of a joint bid, each party thereto certifies as to his own organization, that this Bid has been arrived at independently, without consultation, communication or agreement as to any matter relating to this Bid with any other Bidder or with any competitor.

The Bidder hereby agrees to commence work under this contract on or before the date specified in the *Notice to Proceed* and to fully complete the project in accordance with the completion dates specified in the Special Provisions.

Bidder further acknowledges that bidder is the official holder of the "Standard Contract Documents and Technical Specifications & Design Criteria for Utility and Street Construction, City of Raymore, Missouri."

(\*) Insert "a corporation, a partnership, or an individual" as applicable.

**BID PROPOSAL FORM E – RFP 22-003**

**1. Cost for On-Call Electrician Services and Supplies:**

Item No.	Description	Unit	Costs
1	Master Electrician – Routine Call/Non-Emergency	Hourly rate	\$ 59/hr
2	Master Electrician – Emergency/After Hours	Hourly rate	\$ 75/hr
3	Helper – Routine Call/Non-Emergency	Hourly rate	\$ 25/hr
4	Helper – Emergency/After Hours	Hourly rate	\$ 37/hr
5	Materials markup – at cost plus %	At cost + %	8.75 %

**2. Other Standard Charges per Service Call:**

Please list any additional fees which may be charged per service call. Use a separate page if necessary.

*no other additional fees*

**3. Please list any comments, amendments, exclusions, or additions to the scope of services highlighted in your proposed preventive maintenance program:**

*NA*

**BID PROPOSAL FORM E – RFP 22-003  
CONTINUED**

Company Name Brinton Electric Co

By   
Authorized Person's Signature

Kory Brinton President  
Print or type name and title of signer

Company Address 10100 E 65th St

Suite B

Raytown MO 64133

Phone 816 356 0922

Fax 816 356 4404

Email Kory@brintonelectric.net

Date 1/4/2022

**ADDENDA**

Bidder acknowledges receipt of the following addendum:

Addendum No.     

Addendum No.     

Addendum No.     

Addendum No.     

Addendum No.     

Addendum No.     

**LATE BIDS CANNOT BE ACCEPTED!**

**FORM F**  
**RFP 22-003**

**SERVICE INFORMATION**

**Maintenance Services On-Call Electrical**

**A. Company Information**

- How many technicians will be available to respond to the City's calls?

8

- Are you the electrical maintenance provider for any other organization? If so, please name the organization(s).

City of Raytown, Metropolitan Community Colleges, Raytown Schools  
Hollis & Miller Archs.

**B. Service Response Information**

- Explain in detail your firm's warranty on its services.

1 year parts, 1 year labor

\* Special equipment may have longer manufacturer warranties

- What are your standard maintenance hours?

7am - 3:30pm

- What is your maximum response time during regular business hours?

2 hrs

- What is your maximum response time after regular business hours?

4 hrs

- Is service available 24 hours a day, 7 days per week?

Yes

- Do you stock adequate spare parts to meet your service agreement commitments?

Yes

Explain.

Fully stocked trucks, warehouse, and on-call supply house will cover most needs

Company ID Number: 356639

**Approved by:**

<b>Employer</b> Brinton Electric Co., Inc.	
Name (Please Type or Print) Kory Brinton	Title
Signature Electronically Signed	Date 09/09/2010
<b>Department of Homeland Security – Verification Division</b>	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 09/09/2010

### 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 Kory Brinton, who, being duly sworn, states on his oath or affirmation as follows:

Name/Contractor: Kory Brinton

Company: Brinton Electric Co

Address: 10100 E 65th St Suite B Raymore, MO 64133

- 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 #22-003.
- 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 participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

Brinton Electric Co  
Company Name

[Signature]  
Signature

Name: Kory Brinton

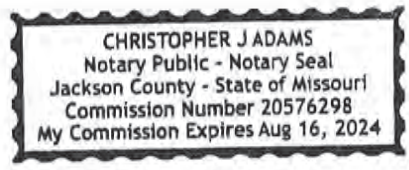
Title: President

STATE OF Missouri COUNTY OF Jackson

Subscribed and sworn to before me this 4<sup>th</sup> day of January, 2022.

Notary Public: [Signature]

My Commission Expires: Aug. 16, 24



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

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







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

DATE: Jan. 24, 2022

SUBMITTED BY: Mike Ekey

DEPARTMENT: Administration

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

TITLE / ISSUE / REQUEST

Budget Amendment: Building & Equipment Replacement Fund

STRATEGIC PLAN GOAL/STRATEGY

4.3.1 Develop and implement long-term funding strategies

FINANCIAL IMPACT

Award To:  
Amount of Request/Contract:  
Amount Budgeted: \$8,000  
Funding Source/Account#: Building & Equipment Replacement Fund

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

One of the City's on-site servers has reached the end of its life and is no longer receiving software support. This has the potential to create a security risk and it needs to be replaced. Since this server supports several building functions, staff is recommending that it be placed in the BERP for replacement.

**BILL 3683**

**ORDINANCE**

**“AN ORDINANCE OF THE CITY OF RAYMORE, AMENDING THE BUILDING & EQUIPMENT REPLACEMENT FUND FOR THE PURCHASE OF AN ON-SITE SERVER AND LICENSE.”**

**WHEREAS**, one of the City’s on-site servers had reached the end of its life and is no longer receiving software support and;

**WHEREAS**, this equipment is necessary for several building and and operational functions and without proper support it could create a security risk and;

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

Section 1. The City Manager is directed to amend the FY 2022 Budget to reflect the following:

<b>Fund</b>	<b>Budgeted</b>	<b>Amended</b>	<b>Change</b>
BERP	\$0	\$8,000	\$8,000

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 24th DAY OF JANUARY, 2022.**

**BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 14th DAY OF FEBRUARY, 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: Jan. 24, 2022

SUBMITTED BY: Erica Hill

DEPARTMENT: City Clerk

<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 3679: Amending Section 341.040 - Neighborhood Vehicles

**STRATEGIC PLAN GOAL/STRATEGY**

Strategy 4.1.3: Continuously improve the City's governance processes

**FINANCIAL IMPACT**

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

**PROJECT TIMELINE**

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

**STAFF RECOMMENDATION**

**OTHER BOARDS & COMMISSIONS ASSIGNED**

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

**LIST OF REFERENCE DOCUMENTS ATTACHED**

REVIEWED BY:

Jim Feuerborn

## BACKGROUND / JUSTIFICATION

Raymore City Code Section 341 authorizes the operation of golf carts and low speed vehicles on certain public streets. As is currently stated in City Code, registrations must be renewed each calendar. The proposed amendment requires renewal every other calendar year for the convenience of our citizens.

**BILL 3679**

**ORDINANCE**

**"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AMENDING SECTION 341.040 OF THE RAYMORE CITY CODE OF ORDINANCES."**

**WHEREAS**, the City of Raymore adopted Ordinance 2015-074 authorizing the operation of Golf Carts and Low Speed Vehicles (LSVs) defined as Neighborhood Vehicles on public streets, and

**WHEREAS**, the City Council desires to make the process of licensing LSVs easier for our citizens while maintaining safety standards at high levels.

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

Section 1. Section 341.040 of the City Code of Ordinances is hereby amended as follows:

**SECTION 341.040: - REGISTRATION**

- A. Neighborhood Vehicles operating on public streets under the jurisdiction of the City shall be registered with the City Clerk for the City.
- B. Each application for registration shall include:
  - 1. Basic identifying information for the Neighborhood Vehicle (make, model, color and such other identifying information as the City Clerk deems advisable);
  - 2. The name and address of the owner of the Neighborhood Vehicle;
  - 3. A copy of proof of insurance, in the amount of at least State minimum requirements, if the Neighborhood Vehicle being registered is a Low Speed Vehicle;
  - 4. A certification by the owner that the Neighborhood Vehicle meets all requirements of this Chapter applicable to it as either an LSV or a Golf Cart (and identifying which class of Neighborhood Vehicle is being registered);
  - 5. A proof of registration issued by the City in the form of a receipt for registration and an identification sticker shall constitute all permits required from the City. The proof of registration shall be kept in the Neighborhood Vehicle at all times of operation on a public street, and the current registration sticker shall be conspicuously displayed on the exterior of the Neighborhood Vehicle on the left, rear bumper/fender. Registration stickers are not transferable. Registrations must be renewed ~~each~~ **every other** calendar year, and will be deemed revoked and invalid if modifications have been made to such Neighborhood Vehicle which would make the owner's certification of the class of neighborhood vehicle untrue.
- C. The City may charge a fee for each Neighborhood Vehicle registration and/or renewal, as approved by the Governing Body and listed in the Schedule of Fees maintained in the Finance Department.

D. In order to apply for new or renewal registration under this Section, Neighborhood Vehicles more than two (2) years old shall pass an ~~annual~~ inspection conducted by a licensed Missouri Vehicle Safety Inspection Station. The City Clerk will maintain inspection forms which will list the Neighborhood Vehicle inspection requirements as provided below. The City Clerk may provide blank inspection forms to known qualified inspectors and owners of Neighborhood Vehicles upon request.

1. The Neighborhood Vehicle inspection will consist of the following:
  - a. Confirm that the brakes and brake lights are operational.
  - b. Confirm that the parking brake (if equipped) is operational.
  - c. Confirm that the steering column is operational.
  - d. Confirm the existence of rear view mirror(s).
  - e. Confirm the existence of a flag (not less than thirty (30) square inches in area) extending not less than one (1) foot above the canopy of the vehicle or not less than seven (7) feet above the ground if the vehicle is not equipped with a canopy.
  - f. Confirm that the Neighborhood Vehicle has not less than four (4) wheels.
  - g. Confirm that there is not less than two thirty-seconds (  $2/32$  ) inch of tread depth remaining on each tire, there are no visible tire threads or cords showing and there is no visible rubber separation.

Upon satisfactory confirmation of each of the foregoing, the owner must return the signed certificate of satisfactory inspection to the City Clerk in order to receive the City registration sticker.

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 24TH DAY OF JANUARY, 2022.**

**BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 14TH DAY OF FEBRUARY, 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: Jan. 24, 2022

SUBMITTED BY: Erica Hill

DEPARTMENT: City Clerk

<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 3680: Amending Chapter 600: Alcoholic Beverages

STRATEGIC PLAN GOAL/STRATEGY

Strategy 4.1.3: Continuously improve the City's governance processes

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

In August, 2021, the State of Missouri liquor laws were revised to allow for to-go sales, as was temporarily allowed during the pandemic, and expanded Sunday sales. Bill 3680 proposes to incorporate those revisions into Raymore City Code Chapter 600. The changes include removing the Sunday provision to allow retailers to operate between the hours of 6 am and 1:30 am on any day of the week and serving or delivering for off-premise consumption.

**BILL 3680**

**ORDINANCE**

**"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI AMENDING CHAPTER 600 OF THE RAYMORE CITY CODE OF ORDINANCES."**

**WHEREAS**, the General Assembly approved SB126 providing for amendments to Chapter 311 of the Revised Statutes of Missouri, and;

**WHEREAS**, the City Council desires to conform to these recent changes in the Missouri Revised Statutes concerning alcoholic beverages.

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

Section 1. Chapter 600 of the City Code of Ordinances is hereby amended as follows:

CHAPTER 600: - ALCOHOLIC BEVERAGES

SECTION 600.010: - DEFINITIONS

For the purpose of this Chapter, the following terms shall have the meanings designated herein:

"ABANDONMENT OF PREMISES" means voluntarily ceasing to operate a business that has been legally licensed by the city and state to be conducted under the Sections of this Chapter.

"ADJACENT PROPERTY" means property immediately adjoining; except, that any intervening street, alley, highway or other public thoroughfare shall be disregarded.

"ALCOHOLIC BEVERAGES" means intoxicating liquor, malt liquor or non-intoxicating beer.

"CHURCH" means any building or structure regularly and primarily used as a place of worship by any organized religious society, organization or congregation, regardless of whether or not such building or structure was originally designed and constructed for such purpose.

"CLOSED PLACE" means a place where all doors are locked and where no patrons are in the place or about the premises.

"CLUBS" means regularly incorporated associations not-for-profit under the laws of this state organized for the sole purpose as benevolent, charitable or social, having regular dues-paying members. Any incorporated association organized for the principal reason of selling alcoholic liquor shall not constitute a club.

"COIN-OPERATED AMUSEMENT DEVICE" means pinball machines, marble machines, music-vending machines, pool tables or machines, coin-operated shuffleboards and any other devices operated by the insertion of a coin, disc or other insertion piece, whether or not also manipulated by the operator, and which operate for the amusement of the operator, whether or not by registering a score. It shall not include "slot machines," "claw machines" or other machines prohibited by state law. It shall not include machines or devices used bona fide and solely for the vending of service, food, confections or merchandise.

"C.O.L. LICENSE" means a license for the consumption of alcoholic beverages in or upon premises that do not possess a license for the sale of alcoholic beverages and where food, beverages or entertainment are sold or provided for compensation as provided in Section 311.480 RSMo.

"CONTROL" means any form of authority, regulation, responsibility or dominion, including a possessory right.

"DISORDERLY PLACE" means any premises licensed under this Chapter that has three (3) or more police responses to the actual premises, or the immediate vicinity of the premises, in any three-month period. Police responses for non-criminal activity will not be considered in determining whether the premises are a disorderly place.

"DISTILLERY" means a place where liquor is manufactured.

"DOMESTIC WINERY" means a business whose primary activity is the manufacture of wine or brandy in quantities not to exceed five hundred thousand (500,000) gallons, not in excess of eighteen percent (18%) alcohol by weight for wine or not in excess of thirty-four percent (34%) alcohol by weight for brandy, from grapes, berries, other fruits, fruit products, honey and vegetables produced or grown in the State of Missouri, exclusive of sugar, water and spirits.

"DRUG" means a controlled substance as defined and described now or hereafter by RSMo. Currently, controlled substances are defined and described by 195.005 to 195.820 RSMo.

"DWELLING" means any place that is used regularly or irregularly as a place of repose, sleep or rest, or any place containing a bed, cot, divan, couch or other article of furniture on which an adult person may recline; provided however, this term does not include any premises used as a hotel, motel or hotel room.

"ENFORCEMENT AGENCY" ~~means the City of Raymore.~~ **Persons appointed by the City Manager for purposes of issuing licenses and enforcing code.**

"FINANCIAL INTEREST" means all interest, legal or beneficial, direct or indirect, in the capital devoted to the licensed enterprise and all such interest in the net profits of the enterprise, after payment of reasonable and necessary operating business expenses and taxes, including interest in dividends, preferred dividends, interest and profits, directly or indirectly paid as compensation for, or in consideration of interest in, or for the use of, the capital devoted to the enterprise, or for property or money advanced, loaned or otherwise made available to the enterprise, except by way of ordinary commercial credit or bona fide bank credit not in excess of credit customarily granted by banking institutions whether paid as dividends, interest or profits, or in the guise of royalties, commissions, salaries, or any other form whatsoever.

"FRONTS" refers to that street upon which the principal entrance of such alcoholic beverage establishment is located.

"INTOXICATING LIQUOR" has the same meaning as defined in the liquor control laws of the State of Missouri, currently Section 311.020 RSMo.

"LICENSE" means the holder of any license issued under the provisions of this Chapter.

"MALT LIQUOR" means any beer manufactured from pure hops or pure extract of hops and pure barley malt or other wholesome grains or cereals and wholesome yeast and pure water and free from all harmful substances, preservatives and adulterants.

"MANAGING OFFICER" means the person who is in active management and control of an alcoholic beverage establishment.

"MICROBREWERY" means a business whose primary activity is the brewing and selling of beer with an annual production of ten thousand (10,000) barrels or less.

"MINOR" means a person not legally permitted by reason of age to possess, consume, or purchase alcoholic liquor as described by 311.325(1) RSMo.

"MOTOR VEHICLE" means and includes any self-propelled vehicle not operated exclusively upon tracks.

"OPEN CONTAINER" means any container which is immediately capable of being consumed from or the seal of which has been broken.

"OPEN HOUSE PARTY" means a social gathering at a residence or premises of persons in addition to the owner or those with rights of possession or their immediate family members.

"ORIGINAL PACKAGE" means one (1) container of not less than fifty (50) milliliters of any intoxicating liquor containing in excess of five percent (5%) alcohol by volume or three (3) or more standard containers of malt liquor.

"PERMITTEE" means the holder of an employee's permit issued under the provisions of this Chapter.

"PERSON" means an individual, partnership, club, association, firm, corporation, joint stock company, syndicate, receiver, trustee, conservator, or other officer appointed by any state or federal court.

"POSSESSION" may be either actual or constructive possession if the individual has knowledge of

the presence of the item. A person has actual possession if he or she has the container on his or her person or within easy reach and convenient control. A person who, although not in actual possession, has the power and intention at a given time to exercise dominion or control over the container either directly or through another person or persons is in constructive possession of it. Possession may be sole or joint. If one (1) person alone has possession of the item, possession is sole; if two (2) or more persons share possession of the item, possession is joint.

"PREMISES" means the bounds of the enclosure where alcoholic beverages are sold or consumed.

"RESIDENCE" or "PREMISES" means a motel room, hotel room, home, apartment, condominium or other dwelling unit, including the curtilage of a dwelling unit, or a hall, meeting room or other place of assembly, whether occupied as a dwelling or specifically for social functions, and whether owned, leased, rented or used with or without compensation.

"RESIDENT CORPORATION" shall be as defined in Section 311.060(3) RSMo.

~~"RESORT" means any establishment having at least forty (40) rooms for the overnight accommodation of transient guests, having a restaurant or similar facility on the premises, at least sixty percent (60%) of the gross income of which is derived from the sale of prepared meals or food, or a restaurant provided with special space and accommodations where in consideration of payment, food, without lodging, is habitually furnished to travelers and customers, and which restaurant establishment's annual gross food sales for the past two (2) years immediately preceding its application for a license shall not have been less than one hundred thousand dollars (\$100,000.00) per year, or a new restaurant establishment having been in operation for at least ninety (90) days preceding the application for such license with a projected experience based upon its sale of food during the preceding ninety (90) days which would exceed one hundred thousand dollars (\$100,000.00) per year.~~

"RESTAURANT BAR" means any establishment having a restaurant or similar facility on the premises and at least fifty percent (50%) of the gross income of which is derived from the sale of prepared meals or food consumed on such premises or which has an annual gross income of at least two hundred seventy-five thousand dollars (\$275,000.00) from the sale of prepared meals or food consumed on such premises.

"SALE BY THE DRINK" means the sale of any intoxicating liquor except malt liquor, in the original package in any quantity less than fifty (50) milliliters.

"SCHOOL" means any school that is regularly used as a public, private or parochial school, elementary school, high school, college, university, professional school, business or secretarial school, receiving some support from public, religious or charitable funds.

"SUBSTANTIAL QUANTITIES OF FOOD" means the amount of prepared meals, food and/or merchandise at least fifty percent (50%) of the gross income of an establishment has been derived during the three (3) most recent calendar months preceding or during such period a gross income of at least two hundred seventy-five thousand dollars (\$275,000.00) from the sale of prepared meals or food consumed on the premises.

"WHOLESALERS" or "DISTRIBUTORS" mean firms or corporations selling intoxicating liquors to duly licensed retailers for resale.

## ARTICLE I. - AUTHORITY AND ADMINISTRATION

### SECTION 600.020: - ENFORCEMENT AGENCY

- A. The City Manager shall establish an Enforcement Agency and designate City staff to supervise the administration and enforcement of the provisions of this Chapter.
- B. It shall be the duty of the Enforcement Agency to keep a record of all licenses and permits issued by it to applicants, and of suspensions and revocations.
- C. The Enforcement Agency shall prescribe all forms of applications, licenses and permits in compliance with the provisions of this Chapter.
- D. The Enforcement Agency shall have power to make such reasonable rules, regulations, orders and directions as may be necessary and feasible for carrying out its duties as are not inconsistent with the provisions of this Chapter.
- E. The Enforcement Agency or its authorized agents or any Law Enforcement member of the Police Department shall have the right, at any reasonable time to inspect, and the licensee shall allow inspection of any licensed premises and all portions of the buildings, including all rooms, cellars, outbuildings, passageways, closets, vaults, yards, attics and all buildings used in connection with the operations carried on under such license and which are in their possession, or under their control, and all the places where they keep or have liquor stored, and to seize any and all objects which may appear to be in violation of any provisions of this Chapter and hold in custody such objects as evidence until any matter pertaining thereto is finally adjudicated. Upon such seizure, a receipt shall be given and upon demand, if not forfeited, objects shall be returned to their lawful owner after the matter is finally adjudicated unless the same are found to be contraband by order of a court of competent jurisdiction. If such objects are not claimed by their lawful owner within ninety (90) days after final adjudication, they shall be deemed forfeited. If such objects seized are found to be contraband, they shall remain in custody of the Enforcement Agency or disposed of as per the order of the court.
- F. The Enforcement Agency shall have the right to examine the books, records and papers of each licensee or applicant for a license or renewal, and to hear and determine complaints against any licensee or applicant for a license. For such purposes, such agency shall have the power to issue subpoenas and all necessary processes to subpoena witnesses; to compel by subpoena duces tecum the production of books, records, papers and other evidence; to administer oaths and take testimony; to make findings of fact and to report to the State Supervisor of Liquor Control the results; and may recommend to the Supervisor the suspension, revocation or cancellation of any license issued under the laws of the State.
- G. The Enforcement Agency shall have the power to suspend or revoke any license granted under the terms of this Chapter, pursuant to the provisions hereof, for any violation hereof.

### SECTION 600.030: - DENIAL OF APPLICATIONS—APPEALS

- A. If an application for any license or permit is denied by the Enforcement Agency or if there is any dispute with respect to the location of premises proposed to be used for the sale of alcoholic beverages, the applicant, licensee or permittee, as the case may be, may request in writing, a review of such denial or decision regarding the location, or issuance of a license or permit to the City Council. Such request to be made by the applicant, licensee or permittee within ten (10) calendar days after notice of the Enforcement Agency's final decision.
- B. Upon written request for review, made within the time above specified, the City Council shall conduct a public hearing at the first available City Council meeting at



which time it will investigate, examine and review the denial by the Enforcement Agency of an application for a license or permit in regard to any proposed location of alcoholic beverage selling premises. The City Council may set aside any of the above actions of the Enforcement Agency if the majority of the members of the City Council determines that any such act should be altered and may order the Enforcement Agency to issue a license or permit.

- C. In the event that the Enforcement Agency does not approve or deny an application within forty-five (45) days from the date the application is filed, then it shall be assumed that the application is denied, and the applicant may perfect his or her appeal to the City Council, as provided above.

## ARTICLE II. - LICENSES

### SECTION 600.040: - LICENSES REQUIRED

- A. It is unlawful for any person to manufacture, sell, solicit orders for the sale, or deliver, at wholesale or retail, alcoholic beverages, or allow the consumption of such beverages in or upon any premises where food, beverages or entertainment are sold or provided for compensation, within the limits of the City without first obtaining a license from the Enforcement Agency.
- B. No license permitted under the provisions of this Chapter shall operate in excess of any licenses granted.
- C. Concessionaires, operating concession stands in Raymore City Parks, under contract with the Department of Parks and Recreation are authorized to dispense alcoholic beverages by the drink, under the terms and conditions stated the Raymore Alcohol in the Park Policy.
- D. Concessionaires operating concession stands provided in Section 600.040(C), with prior approval of the Director of Parks and Recreation, shall obtain a license to dispense alcoholic beverages, pursuant to this Chapter and as required by the laws of the State of Missouri. Said concessionaires may dispense such alcoholic beverages by the drink only at the times and places and under the conditions of the Parks and Recreation Board and approved by the **Enforcement Agency** ~~Raymore City Council~~.

### SECTION 600.050: - CHANGE IN CONDITIONS

It is unlawful for a person to continue to hold an alcoholic beverage license when conditions have occurred which would render such licensee or the licensed premises ineligible or unsuitable for such license under the provisions of this Chapter.

### SECTION 600.060: - ILLEGALLY SECURED ALCOHOLIC BEVERAGES

It is unlawful for any licensee to allow on his or her licensed premises any alcoholic beverage they have purchased or secured in violation of any City, State or Federal ordinance or statute.

## ARTICLE III. - LICENSE CLASSIFICATIONS AND FEES

### SECTION 600.070: - CREATION OF CLASSES GENERALLY

The classes of licenses described below are created for the manufacture and sale of intoxicating liquor or malt liquor at wholesale and retail for which the fees prescribed shall be charged.

#### **BY DRINK LICENSES (RESTAURANTS AND BARS)**

**Beer by the drink license (Beer - includes Sunday sales).** This license allows retailers to serve beer by the drink for consumption on the licensed premises only, as provided for in

311.200.3 RSMo. This license allows retailers to operate between the hours of 6:00 A.M. and 1:30 A.M. on any day of the week. ~~on weekdays and Saturdays and between the hours of 9:00 A.M. and midnight on Sunday.~~ The license shall be issued upon compliance with this Chapter and payment to the City of the fee as approved by the Governing Body and listed in the Schedule of Fees and Charges maintained in the Finance Department. The licensee may apply for a caterer's permit as a secondary license.

**Beer and light wine by drink.** This license allows retailers to serve beer and light wine by the drink for consumption on the licensed premises between the hours of 6:00 A.M. and 1:30 A.M. on weekdays and Saturdays, including all election days, as provided for in 311.200.4 RSMo. A separate Sunday license must be obtained in order to operate on Sundays. The license shall be issued upon compliance with this Chapter and payment to the City of the fee as approved by the Governing Body and listed in the Schedule of Fees and Charges maintained in the Finance Department. The licensee may apply for a caterer's permit as a secondary license.

**Retail by the drink license (Spirits, wine and beer).** This license allows retailers to serve intoxicating liquor by the drink for consumption on the licensed premises. This license allows a retailer to operate between the hours of 6:00 A.M. and 1:30 A.M. on weekdays and Saturdays, including all election days as provided for in 311.200.5 RSMo. A separate Sunday license must be obtained in order to operate on Sundays. The license shall be issued upon compliance with this Chapter and payment to the City of the fee as approved by the Governing Body and listed in the Schedule of Fees and Charges maintained in the Finance Department. The licensee may apply for a caterer's permit as a secondary license.

**Retail by the drink license (Spirits, wine and beer) tax exempt.** This license allows retailers to serve intoxicating liquor by the drink for consumption on the licensed premises. This license allows a retailer to operate between the hours of 6:00 A.M. and 1:30 A.M. on weekdays and Saturdays, including all election days as provided for in 311.090 RSMo. A separate Sunday license must be obtained in order to operate on Sundays. The license shall be issued upon compliance with this Chapter and payment to the City of the fee as approved by the Governing Body and listed in the Schedule of Fees and Charges maintained in the Finance Department. The licensee may apply for a caterer's permit as a secondary license.

~~**Retail liquor by the drink resort license (Spirits, wine and beer).** This allows licensee to qualify for a license to sell all intoxicating liquor (including spirits, wine and beer) by the drink for consumption on the premises as provided for in 311.095 RSMo. An applicant applying as a resort to have a restaurant on premises and at least thirty (30) overnight guest rooms and sixty percent (60%) of the gross income from food sales, or an applicant not having overnight guest rooms must qualify under the restaurant requirements with minimum annual gross sales of seventy five thousand dollars (\$75,000.00), of which fifty thousand dollars (\$50,000.00) must come from nonalcoholic sales. A separate Sunday license must be obtained in order to operate on Sundays. The license shall be issued upon compliance with this Chapter and payment to the City of the fee as approved by the Governing Body and listed in the Schedule of Fees and Charges maintained in the Finance Department. The licensee may apply for a caterer's permit as a secondary license.~~

### **PACKAGE LICENSES (CONVENIENCE STORES, GROCERIES, LIQUOR STORES)**

**Package liquor (Includes spirits, wine and beer).** This license allows retailers to sell intoxicating liquor in the original package, not to be consumed upon the premises where sold as provided for in 311.200.1 RSMo. A separate Sunday license must be obtained in order to operate on Sundays. The license shall be issued upon compliance with this Chapter and Bill 3680

payment to the City of the fee as approved by the Governing Body and listed in the Schedule of Fees and Charges maintained in the Finance Department. The licensee may apply for an original package tasting and Sunday original package as a secondary license.

**Beer original package license (Includes Sunday sales).** This license allows retailers to sell beer in the original package, not to be consumed upon the premises where sold as provided in 311.200.2 RSMo. This license allows retailers to operate between the hours of 6:00 A.M. and 1:30 A.M. on **any day of the week** ~~weekdays and Saturdays and between the hours of 9:00 A.M. and midnight on Sunday.~~ The license shall be issued upon compliance with this Chapter and payment to the City of the fee as approved by the Governing Body and listed in the Schedule of Fees and Charges maintained in the Finance Department. The licensee may apply for an original package tasting as a secondary license.

### **TEMPORARY RETAIL LICENSES**

**Picnic license (Not for profit organizations - Spirits, wine and beer - seven (7) days).** A retail liquor by the drink permit may be issued to any church, school, civic, service, fraternal, veteran, political or charitable club or organization for the sale of intoxicating liquor for consumption on the premises at a picnic, bazaar, fair, or similar gathering as provided in 311.482 RSMo. The permit shall be issued only for the day or days named and it shall not authorize the sale of intoxicating liquor for more than seven (7) days by any such club or organization. This permit does allow for sales in the original package for consumption off the premises. In addition the picnic license does allow any wholesaler to provide customary storage, cooling and/or dispensing equipment for use by the license holder at such picnic, bazaar, fair or similar gathering as provided for in 311.482.5 RSMo. If the event will be held on a Sunday, the permit shall authorize the sale of intoxicating liquor on that day beginning at ~~6~~11:00 A.M. and ending at midnight. The license shall be issued upon compliance with this Chapter and payment to the City of the fee as approved by the Governing Body and listed in the Schedule of Fees and Charges maintained in the Finance Department.

**Retail by drink caterer's license (Spirits, wine and beer).** A caterer's permit is a permit allowing retailers who furnish provisions and services for use at a particular function, occasion, or event at a particular location other than the licensed premises to sell intoxicating liquor by the drink at retail for consumption on the premises and in the original package for consumption off the premises for a specified period of time as provided for in 311.485 RSMo. This permit does not include festivals as defined in Chapter 316 RSMo. The caterer's permit can be effective for up to one hundred sixty-eight (168) consecutive hours or seven (7) days. If the event lasts past midnight, the licensee must also pay for the next day. The license shall be issued upon compliance with this Chapter and payment to the City of the fee as approved by the Governing Body and listed in the Schedule of Fees and Charges maintained in the Finance Department.

**Beer and light wine by drink caterer's license.** A caterer's permit is a permit allowing retailers who furnish provisions and services for use at a particular function, occasion, or event at a particular location other than the licensed premises to sell beer and light wine by the drink at retail for consumption on the premises and in the original package for consumption off the premises for a specified period of time as provided for in 311.485 RSMo. This permit does not include festivals as defined in Chapter 316 RSMo. This caterer's permit can be effective for up to one hundred sixty-eight (168) consecutive hours or seven (7) days. If the event lasts past midnight, the licensee must also pay for the next day. The license shall be issued upon compliance with this Chapter and payment to the City of the fee as approved by the Governing Body and listed in the Schedule of Fees and Charges maintained in the Finance Department.

**Retail by drink caterer's permit (Spirits, wine and beer - fifty (50) days maximum).** A caterer's permit is a permit allowing retailers who furnish provisions and services for use at a particular function, occasion, or event at a particular location other than the licensed premises to sell intoxicating liquor by the drink at retail for consumption on the premises and in the original package for consumption off the premises for up to fifty (50) days as provided for in 311.486 RSMo. This permit does not include festivals as defined in Chapter 316 RSMo. Report of each function shall include: written permission from the property owner; description of the premises; and date or dates the function will be held. The license shall be issued upon compliance with this Chapter and payment to the City of the fee as approved by the Governing Body and listed in the Schedule of Fees and Charges maintained in the Finance Department.

**Retail by drink caterer's permit (Spirits, wine and beer - unlimited number of functions).** A caterer's permit allows retailers who furnish provisions and services for use at a particular function, occasion, or event at a particular location other than the licensed premises to sell intoxicating liquor by the drink at retail for consumption on the premises and for sales in the original package for consumption off the premises. This permit does not include festivals as defined in Chapter 316 RSMo. This permit is effective for unlimited functions as provided for in 311.386.2 RSMo. Report of each function shall include: written permission from the property owner; description of the premises; and date or dates the function will be held. The license shall be issued upon compliance with this Chapter and payment to the City of the fee as approved by the Governing Body and listed in the Schedule of Fees and Charges maintained in the Finance Department.

### **OTHER RETAIL LICENSES**

**Consumption of liquor license (C.O.L.) (Building and hall rentals).** A Consumption of Liquor (C.O.L.) license allows any person operating any premise where food, beverages or entertainment are sold or provided for compensation to permit the drinking or consumption of intoxicating liquor on the premise as provided for in 311.480 RSMo. between the hours of 6:00 A.M. and 1:30 A.M. ~~on any day of the week. on weekdays and Saturdays.~~ **A separate Sunday license must be obtained in order to operate on Sundays.** A C.O.L. cannot sell any intoxicating liquor. ~~This license is not available for Sunday consumption.~~ The license shall be issued upon compliance with this Chapter and payment to the City of the fee as approved by the Governing Body and listed in the Schedule of Fees and Charges maintained in the Finance Department.

### **SECONDARY LICENSES**

**Original package tasting license.** A licensee that is issued a license to sell intoxicating liquor in the original package may also obtain a tasting license which allows the licensee to conduct wine, malt beverage and distilled spirit tastings on the licensed premises as provided for in 311.294 RSMo. The license shall be issued upon compliance with this Chapter and payment to the City of the fee as approved by the Governing Body and listed in the Schedule of Fees and Charges maintained in the Finance Department.

**Sunday license (Spirits, wine and/or beer).** A licensee that has a retail liquor license may obtain a license to sell intoxicating liquor between the hours of ~~9:00 A.M. and midnight~~ **6:00 a.m. on Sunday and 1:30 a.m. on Monday** as provided for in 311.293 RSMo. The license shall be issued upon compliance with this Chapter and payment to the City of the fee as approved by the Governing Body and listed in the Schedule of Fees and Charges maintained in the Finance Department.

**Liquor wholesale solicitor (Spirits, wine and beer).** The liquor wholesale solicitor license allows licensees to sell intoxicating liquor of all kinds to a person licensed to sell such

intoxicating liquor at retail and the privilege of selling to licensed wholesalers and soliciting orders for the sale of intoxicating liquor of all kinds, to, by, or through a licensed wholesaler within this State as provided for in 311.180.1(9) RSMo. The wholesaler must be appointed by the solicitor to distribute its products within this State prior to offering them for sale in Missouri. The license shall be issued upon compliance with this Chapter and payment to the City of the fee as approved by the Governing Body and listed in the Schedule of Fees and Charges maintained in the Finance Department.

**Twenty-two percent (22%) wholesale solicitor (Wine and beer).** The twenty-two percent (22%) wholesale solicitor license allows for the selling of intoxicating liquor containing not in excess of twenty-two percent (22%) alcohol by weight by a wholesaler to a person licensed to sell such intoxicating liquor at retail and the privilege of selling to licensed wholesalers and soliciting orders for the sale of intoxicating liquor containing not more than twenty-two percent (22%) alcohol by weight, to, by, or through a licensed wholesaler within this State as provided for in 311.180.1(8) RSMo. The wholesaler must be appointed by the solicitor to distribute its products within this State prior to offering them for sale within this State. The license shall be issued upon compliance with this Chapter and payment to the City of the fee as approved by the Governing Body and listed in the Schedule of Fees and Charges maintained in the Finance Department.

**Five percent (5%) wholesale solicitor (Beer only).** The five percent (5%) wholesale solicitor license allows for the selling of intoxicating liquor containing not more than five percent (5%) alcohol by weight by a wholesaler to a person licensed to sell such malt liquor at retail and the privilege of selling to licensed wholesalers and soliciting orders for the sale of intoxicating liquor containing not more than five percent (5%) of alcohol by weight, to, by, or through a licensed Wholesaler within this State as provided for in 311.180.1(7) RSMo. The wholesaler must be appointed by the solicitor to distribute its products within this State prior to offering them for sale within this State. The license shall be issued upon compliance with this Chapter and payment to the City of the fee as approved by the Governing Body and listed in the Schedule of Fees and Charges maintained in the Finance Department.

**Domestic winery (Light wine and brandy).** This license allows the manufacturing of wine or brandy in quantities not to exceed five hundred thousand (500,000) gallons, not in excess of eighteen percent (18%) alcohol by weight for wine, but not in excess of thirty-four percent (34%) alcohol by weight for brandy, from grapes, berries, other fruits, fruit products, honey, and vegetables produced or grown within this State, exclusive of sugar, water and spirits as provided for in 311.190 RSMo. A domestic winery may use, in any calendar year, wine and brandy making material produced or grown outside of this State in a quantity not exceeding fifteen percent (15%) of the manufacturer's wine entered into fermentation in the prior calendar year. A domestic winery may purchase and sell bulk or packaged wines or brandies from and to other domestic wineries. A domestic winery may also sell packaged wines or brandies to licensed wholesalers and retail dealers on any day except Sunday. A domestic winery licensed under this Section may offer samples of Missouri produced wine, may sell Missouri produced wine and brandy in its original package directly to consumers at the winery, and may open wine purchased by customers so that it may be consumed on the winery premises on Monday through Saturday between 6:00 A.M. and **between 6:00 a.m. on Sunday and 1:30 a.m. on Monday.** ~~midnight and on Sunday between 6:00 A.M. and 10:00 P.M.~~ A domestic winery license allows the licensee to manufacture, wholesale and retail Missouri produced wine and brandy products for one license fee. The license shall be issued upon compliance with this Chapter and payment to the City of the fee as approved by the Governing Body and listed in the Schedule of Fees and Charges maintained in the Finance Department. The licensee may apply for retail by drink license and caterer's permit as secondary licenses. A domestic winery must manufacture two hundred (200) gallons of wine on an annual basis to

qualify for a retail by drink license and in order to make application for a caterer's permit, the winery must have a retail by drink license.

**Microbrewery license (Beer only).** "Microbrewery" is defined in 600.010 of this Chapter and as provided for in 311.195 RSMo. The holder of a microbrewer's license may apply for a license to sell intoxicating liquor by the drink at retail for consumption on the premises and may also sell beer and malt liquor produced on the brewery premises to licensed wholesalers. A holder of this license is subject to restrictions as provided in 311.181 and 311.182 RSMo. The license shall be issued upon compliance with this Chapter and payment to the City of the fee as approved by the Governing Body and listed in the Schedule of Fees and Charges maintained in the Finance Department. The licensee may apply for a retail by drink license and caterer's permit as secondary licenses. A microbrewery licensee who holds a secondary retail by drink license may sell its products that are produced on the premises of their microbrewery. A microbrewery must have a retail by drink license in order to obtain catering permits.

**Liquor manufacturer-solicitor (Spirits, wine and beer).** A liquor manufacturer-solicitor license allows for the manufacturing, distilling or blending of intoxicating liquor of all kinds within this State and the privilege of selling to licensed wholesalers and soliciting orders for the sale of intoxicating liquor of all kinds, to, by or through a licensed wholesaler within this State as provided for in 311.180.1(3) RSMo. Distillers, wholesalers, winemakers, brewers or their employees, officers or agents, shall not, under any circumstances, directly or indirectly, have any financial interest in the retail business for sale of intoxicating liquors except a distiller whose manufacturing establishment is located within Missouri. The license shall be issued upon compliance with this Chapter and payment to the City of the fee as approved by the Governing Body and listed in the Schedule of Fees and Charges maintained in the Finance Department. The licensee may apply for a secondary license to sell intoxicating liquor by the drink in close proximity to the distillery as provided for in 311.070.1 RSMo. In addition to a retail by drink license, this license qualifies for a secondary license for liquor wholesale solicitor if the applicant has a wholesaler license to sell to retailers, and a caterer's permit, if there is current retail by drink as a secondary license. A separate Sunday license is not a requirement of the retail by drink license.

**Twenty-two percent (22%) wine manufacturer-solicitor (Wine and beer).** The twenty-two percent (22%) manufacturer solicitor license allows for the manufacturing of intoxicating liquor containing not in excess of twenty-two percent (22%) of alcohol by weight and the privilege of selling to licensed wholesalers and soliciting orders for the sale of intoxicating liquor containing not in excess of twenty-two percent (22%) alcohol by weight, to, by or through a licensed wholesaler within this State as provided for in 311.180.1(2). Distillers, wholesalers, winemakers, brewers or their employees, officers or agents, shall not, under any circumstances, directly or indirectly, have any financial interest in the retail business for sale of intoxicating liquors except a wine manufacturer whose manufacturing establishment is located within this State may apply for a license to sell intoxicating liquor by the drink in close proximity to the wine manufacturer's premise. The license shall be issued upon compliance with this Chapter and payment to the City of the fee as approved by the Governing Body and listed in the Schedule of Fees and Charges maintained in the Finance Department. The licensee may apply for a secondary license for a twenty-two percent (22%) wholesale solicitor license (if a resident corporation), a retail by drink license (if a twenty-two percent (22%) wine manufacturer produces two hundred (200) gallons of wine annually), and a caterer's permit if there is a current retail by drink as secondary license. A separate Sunday license is not a requirement of the retail by drink license.

**Five percent (5%) beer manufacturer-solicitor (Beer only).** The five percent (5%) beer manufacturer solicitor license allows for the manufacturing and brewing within this State of

malt liquor containing not in excess of five percent (5%) alcohol by weight and the privilege of selling to licensed wholesalers and soliciting orders for the sale of malt liquors containing not in excess of five percent (5%) alcohol by weight, to, by or through a licensed wholesaler within this State as provided for in 311.180.1(1) RSMo. Distillers, wholesalers, winemakers, brewers or their employees, officers or agents, shall not, under any circumstances, directly or indirectly, have any financial interest in the retail business for sale of intoxicating liquors. The license shall be issued upon compliance with this Chapter and payment to the City of the fee as approved by the Governing Body and listed in the Schedule of Fees and Charges maintained in the Finance Department. The licensee may apply for a secondary license for a five percent (5) wholesale solicitor license. The five percent (5%) wholesale solicitor license shall be current to sell to retailers.

**Liquor solicitor (Spirits, wine and beer).** The liquor solicitor license allows for the selling to licensed wholesalers and soliciting orders for the sale of intoxicating liquor of all kinds, to, by or through a licensed wholesaler within this State. The solicitor may be located out of State or within this State as provided for in 311.180.1(6) RSMo. The license shall be issued upon compliance with this Chapter and payment to the City of the fee as approved by the Governing Body and listed in the Schedule of Fees and Charges maintained in the Finance Department. The licensee may apply for a secondary license for a liquor wholesale solicitor if a wholesaler license to sell to retailers license is current.

**Twenty-two percent (22%) solicitor (Wine and beer).** The twenty-two percent (22%) solicitor license allows for the selling to licensed wholesalers and soliciting orders for the sale of intoxicating liquor not in excess of twenty-two percent (22%) alcohol by weight, to, by or through a licensed wholesaler within this State. The solicitor may be located out of state or within this State as provided for in 311.180.1(5) RSMo. The license shall be issued upon compliance with this Chapter and payment to the City of the fee as approved by the Governing Body and listed in the Schedule of Fees and Charges maintained in the Finance Department. The licensee may apply for a secondary license for a twenty-two percent (22%) wholesale solicitor license if a wholesaler license to sell to retailers license is current.

**Five percent (5%) beer solicitor (Beer only).** The five percent (5%) beer solicitor license allows for the selling to licensed wholesalers and soliciting orders for the sale of malt liquor containing not in excess of five percent alcohol by weight, to, by or through a licensed wholesaler within this State. The solicitor may be located out of state or within this State. The license shall be issued upon compliance with this Chapter and payment to the City of the fee as approved by the Governing Body and listed in the Schedule of Fees and Charges maintained in the Finance Department. The licensee may apply for a secondary license for a five percent (5%) beer wholesale solicitor license if a wholesaler license to sell to retailers license is current.

**Vintage wine solicitor.** The vintage wine solicitor license permits the sale to licensed wholesalers and soliciting orders for the sale of vintage wine as defined in 311.191 RSMo., to, by, or through a licensed wholesaler within this State. The license shall be issued upon compliance with this Chapter and payment to the City of the fee as approved by the Governing Body and listed in the Schedule of Fees and Charges maintained in the Finance Department.

#### SECTION 600.080: - DUE DATES FOR LICENSE FEES—PRORATING OF FEES

All license fees as provided for and as approved by the Governing Body and listed in the Schedule of Fees and Charges maintained in the Finance Department, shall be due and payable on or before the first day of May of each year, and shall be good for the year beginning July 1 and ending June 30. If such license is originally issued after July 1, the applicant shall pay one-twelfth (1/12) of such fee for each month, or fraction of for the remaining in the twelve-month period.

#### ARTICLE IV. - INITIAL APPLICATIONS

##### SECTION 600.090: - INDIVIDUAL REQUIRED TO MAKE APPLICATION

Application for a license under this Chapter shall be made by the individual who is to be, in fact, actively engaged in the actual control and management of the particular alcoholic beverage establishment for which such license is sought.

##### SECTION 600.100: - FORM AND CONTENTS

Any person desiring to secure a license under the terms of this Chapter shall make application to the enforcement agency, in writing, and under oath. Each question in the application blank shall be considered material to the issuance of the license, and each question in such application must be answered in full by the applicant. Such applicant shall state:

- A. The name and residential address of the applicant or applicants and if the application is on behalf of a partnership, the names and residential addresses of all partners or any person who has a financial interest in any such partnership. If the application is on behalf of a corporation, the date of incorporation, the state in which incorporated, the amount of paid-in-capital, the amount of authorized capital, the names and residential addresses of the officers and directors and the names and addresses of all stockholders who hold ten percent (10%) or more of the capital stock shall be given.
- B. The place of birth of the applicant or applicants and if the applicant is a naturalized citizen, the date and place of naturalization.
- C. The names and business addresses of the applicant's employers for a period of five (5) years prior to the application.

##### Section 600.110: - FALSE STATEMENTS OR INCOMPLETE INFORMATION

- A. It is unlawful for any person in obtaining or attempting to obtain a license to make any materially false statements in the application for such license.
- B. It is unlawful for any person to fail to make a complete disclosure of all pertinent and material information required in the application for a license.

##### SECTION 600.120: - INVESTIGATIONS OF APPLICANTS

- A. The Enforcement Agency shall have the authority to conduct an investigation into any new or renewal application for any alcoholic beverage license.

#### ARTICLE V. - LICENSE QUALIFICATIONS

##### SECTION 600.130: - CLASSIFICATIONS

*Individuals.* No license provided for by this Chapter shall be issued to any individual except in conformity with the following:

- A. Such individual is actively engaged in the actual control and management of the alcoholic beverage establishment for which a license is sought; and
- B. Such individual is twenty-one (21) years of age or over, and a resident of the State of Missouri for one (1) year; and
- C. Such person is of good moral character, is qualified to hold an alcoholic beverage license in the State of Missouri and that such person has never been the holder of



an alcoholic beverage license or permit which has been revoked by the City or the State of Missouri.

*Partnerships.* No license provided for in this Chapter shall be issued to any partnership unless all members of the partnership are persons who would be eligible for licenses as individuals under the provisions of this Chapter, and no such license shall be issued to any partnership, any partner of which has been the holder of a license or permit which has been revoked by the City or the State of Missouri.

*Corporations.* No license provided for in this Chapter shall be issued to any corporation except in conformity with the following:

- A. The managing officer of the corporation is a person who is eligible for a license as an individual under the provisions of this Chapter; and
- B. Such corporation has not been the holder of a license or permit which has been revoked by the City or the State of Missouri.

#### ARTICLE VI. - ISSUANCE OF ORIGINAL LICENSE

##### SECTION 600.140: - ~~{ENFORCEMENT AGENCY IS AUTHORIZED TO ISSUE LICENSES}~~

The Enforcement Agency is authorized and empowered to issue licenses provided by this Chapter for the manufacture or sale of alcoholic beverages, at wholesale or retail, and may issue such licenses to applicants who have complied with the terms of this Chapter and have paid the necessary license fee as approved by the Governing Body and listed in the Schedule of Fees and Charges maintained in the Finance Department.

##### SECTION 600.150: - CONDITION PRECEDENT TO ISSUANCE OF LICENSES

As a condition precedent to the issuance of a license under the provisions of this Chapter, the applicant must obtain a City occupational license for the premises, submit a valid No Tax Due letter from the Missouri Department of Revenue dated within ninety (90) days of application, a criminal record check from the Missouri State Highway Patrol completed within the last six (6) months, proof of voter registration, a copy of the liquor license issued by Cass County, Missouri. The applicant must also procure a permit and license from the State of Missouri, under the provisions of Chapter 311 RSMo. Revocation of any liquor license under this Chapter shall not automatically affect the status of an occupation license.

##### SECTION 600.160: - PURCHASERS OF EXISTING ESTABLISHMENTS

A bona fide purchaser of an existing establishment is required by this Chapter to make application for a license.

#### ARTICLE VII. - RENEWAL, TRANSFER, LOST LICENSES, CHANGES

##### SECTION 600.170: - RENEWALS GENERALLY

- A. Each person holding a valid license desiring such license renewed, shall file with the Enforcement Agency an application for license renewal on or ~~after~~ **before** the first day of May and not later than the thirtieth day of May each year. Failure to submit the completed renewal application by May 1, will be subject to late charges approved by the Governing Body and listed in the Schedule of Fees maintained in the Finance Department.
- B. Applications shall be accompanied by a license issued by the Supervisor of Alcohol and Tobacco Control, a No Tax Due Letter issued by the Missouri Department of Revenue within the last ninety (90) days, a criminal record check from the Missouri State Highway Patrol completed within the last six (6) months, proof of voter registration, and a copy of the liquor license issued by Cass County, Missouri.

- C. *Proper Parties to File.* The application shall be filed by the actual owner, if a single ownership, or if a partnership, information on all partners shall be included with the application, or if a corporation, the person filing must be a stockholder in the corporation for such filing.
- D. *Contents of Application.* The application shall disclose in affidavit form any information the Enforcement Agency deems necessary.
- E. If during the period for which a license is granted, there are any change of facts or information differing from that set forth in the original or in any renewal application on file, written notice shall be given by the license holder within ten (10) days after the change to the Enforcement Agency.
- F. *Refusal to Renew.* If any affidavit contains information which does not justify such renewal or if the Enforcement Agency has other information that the applicant has not met all the other requirements of this Chapter, the Enforcement Agency, in its discretion, may refuse to renew such license. In the event of such refusal, the applicant shall be given a hearing before the Enforcement Agency in the same manner as provided for revocation or suspension proceedings, and such applicant shall be entitled to take the matter to the City Council in the manner provided in this Chapter.
- G. If any licensee fails to file an application for license renewal during the prescribed time, then such license shall be automatically suspended until such application is filed.

#### SECTION 600.180: - ASSIGNMENT OF TRANSFER PROHIBITED—EXCEPTIONS

No license shall be transferable or assignable except as provided by 311.250 RSMo.

#### SECTION 600.190: - SALE OR CHANGE IN OWNERSHIP

- A. No person holding a license under this Chapter to manufacture or sell alcoholic beverages shall make any change in the ownership of the business without first filing a completed application to change the managing officer and submitting same to the Enforcement Agency. A criminal record check from the Missouri State Highway Patrol completed within the last six (6) months, proof of voter registration, and authorization from the entity approving the appointment of the new managing officer.
- B. Whenever a corporation holding a liquor license under the provisions of this Chapter makes application for a change of managing officers, a fee approved by the Governing Body and listed in the Schedule of Fees maintained in the Finance Department.
- C. The Enforcement Agency may have ten (10) days from the filing of the application and required information provided for in subsection A of this Section before approving the transferee or purchaser. Any such application not acted upon within a period of ten (10) days from the date of filing may be considered disapproved and the applicant may make an appeal in the manner provided in this Chapter.

#### SECTION 600.200: - CONTINUANCE OF LICENSE AFTER PARTNERS WITHDRAWAL

If one (1) or more members of a partnership having a license for the sale of alcoholic beverages withdraws from the partnership, the Enforcement Agency, upon application accompanied by a bill of sale or affidavit of transfer, shall allow the remaining partner or partners originally licensed, to continue the operation under the original license for the remainder of the period for which the license fee has been paid and it shall not be necessary for the remaining partner or partners to secure a new license until the expiration of the license.

#### SECTION 600.210: - LICENSES NON TRANSFERABLE—EXCEPTIONS

- A. No license issued under this Chapter shall be transferable or assignable except as herein provided. In the event of the death of the licensee, the widow or widower or the

next of kin of such deceased licensee, who shall meet the other requirements of this law may make application and the Enforcement Agency may transfer such license to permit the operation of the business of the deceased for the remainder of the period for which a license fee has been paid by the deceased.

- B. Whenever one (1) or more members of a partnership withdraws from the partnership the supervisor of liquor control, upon being requested, shall permit the remaining partner, or partners, originally licensed, to continue to operate for the remainder of the period for which the license fee has been paid, without obtaining a new license.

## ARTICLE VIII. - LOCATION RESTRICTIONS

### SECTION 600.220: - SALES-BY-DRINK—RETAIL—PACKAGE—WHOLESALE—MANUFACTURER

- A. A sales-by-drink, retail package, Wholesale, or Manufacturer licenses shall not be issued by the Enforcement Agency for a new location or for the expansion of existing premises until there has been shown compliance with the requirements of South Metropolitan Fire Protection District, Cass County Health Department, building code and zoning ordinances of the City, and hold a valid Cass County liquor license.
- B. No alcoholic beverage license shall be issued for any premises when such premises is within one hundred (100) feet of a traditional pre K-12 school or church, measured in accordance with Title I-Definitions of this Code. Distances are measured in accordance with Title I-Definitions of this Code.
- C. A licensee legally established within one hundred (100) feet of a church or school prior to the adoption of this Chapter, who may lose his or her location due to any governmental action, federal, state, county or city, or upon proof of loss of lease or premises through no fault of the licensee, or complete destruction of the premises by fire or flood, may at the discretion of the Enforcement Agency relocate within one hundred (100) feet of the original church or school location; provided, that the desired premises meets all other requirements of this Chapter and is not within one hundred (100) feet of another church or school. Distances are measured in accordance with Title I-Definitions of this Code.

## ARTICLE IX. - OPERATIONAL RULES AND REGULATIONS

### SECTION 600.230: - ALL RETAIL LICENSES

- A. *Scope.* The provisions of this Section shall apply to all retail licensees
- B. Hours and days of sale shall be as outlined in 311.290—311.293 and 311.298 RSMo.
- C. In the event that a licensee or their employees knows that an illegal or violent act has been committed on or about the licensed premises, they shall immediately report the occurrence to law enforcement authorities and shall cooperate with law enforcement authorities and agents of the State of Missouri Division of Alcohol and Tobacco Control during the course of any investigations into an occurrence.
- D. No such licensee or employee, of such licensee shall sell, give away or otherwise dispose of, upon or about the premises for which such license has been issued, any alcoholic beverages to any person who is under the age of twenty-one (21) years or who is actually or apparently impaired by the consumption of alcoholic beverages to an extent that a reasonable person would recognize such impairment.
- E. Sales by minors prohibited except as provided in 311.300 RSMo.
- F. *Intoxicated persons on premises prohibited.* No retail licensee, or employee, agent or servant of such licensee shall allow any person who is impaired by the consumption of alcoholic beverage to remain on premises for which the license was issued.

- G. *Serving or delivering for off-premise consumption in vehicles prohibited.* ~~No~~ A retail licensee, or employee, agent or servant of any such licensee, ~~may~~ shall serve or deliver for off-premise consumption any alcoholic beverages that are packaged for retail sale or are in compliance with 311.202 RSMo to any person who is twenty-one (21) years of age or older. ~~who is in or about any motor car or other vehicle.~~
- H. *Orders off licensed premises prohibited.* No orders for the sale of alcoholic beverages at retail shall be taken at any place not licensed under this Chapter for the sale of alcoholic beverages, even though such orders are filled and delivery thereon made at a place duly licensed hereunder. Nothing in this provision shall be construed as to prevent any hotel or motel operator or private club from serving any alcoholic beverage to any guest, including registered guests, in or occupying any room of such hotel, motel or private club, if such alcoholic beverage so served shall be kept in or served from a licensed location, place or premises in such hotel, motel or private club.
- I. *Unlicensed beverages on premises prohibited.* No person selling alcoholic beverages at retail shall allow on their premises any alcoholic beverages except that type in which they are licensed to sell. The presence of any unlicensed alcoholic beverages will be prima facie evidence of the illegal sale of the same, and shall be grounds for suspension or revocation of the license.
- J. *Disorderliness, indecency and obscenity.* No retail licensee under this Chapter or employee, agent or servant of such licensee shall allow in or upon the licensed premises any disturbances, disorderliness, lewdness, immoral activities, and brawls.
- K. *Storing beverages off-licensed premises.* No licensee under this Chapter shall store any alcoholic beverage off or outside of the licensed premises without first obtaining the written consent of the Enforcement Agency; provided, however, that a licensee may store alcoholic beverages in a bonded warehouse or central warehouse if they have first notified the Enforcement Agency in writing of their intention to do so.
- L. *Solicitation.* No by-the-drink retail licensee, or their employee, agent or servant shall give at no or reduced value any alcoholic beverage, nonalcoholic beverage, drink, merchandise or other thing of value in any quantity to any person who shall solicit another to buy any of the above items, nor shall he or she allow any such person to solicit the purchase of such items by another on the premises of such licensee.
- M. *Responsibility of licensee and employees.* Licensees are at all times responsible for the conduct of their business and at all times responsible for any act or conduct of any employee on the premises which is in violation of this Chapter or the regulations of the Enforcement Agency.
1. It shall be the duty and responsibility of the licensee and the person in charge of the licensed premises at all times to supervise the operation and conduct of business in a diligent manner and to make reasonably certain that this Chapter or regulations of the Enforcement Agency are not violated.
  2. It shall be the duty and responsibility of a by-the-drink licensee to require all employees, agents or servants to obtain training from SMART (State of Missouri Alcohol Responsibility Training), or a similar program previously approved by the Enforcement Agency, and to maintain accurate records that all employees, agents or servants have completed such training and are current in their certification.
  3. It shall also be the duty and responsibility of the licensee's agents, servants and employees to report to the licensee or person in charge of the licensed premises any violation of this Chapter or regulations of the Enforcement Agency.
- N. *Display of license required.* Before commencing or doing any business for the time for which a City license has been granted, such license shall be posted on the licensed premises, and kept displayed at all times during the term of the license in a

conspicuous place on the premises so that all persons visiting the premises may readily see the same.

1. No licensee shall post such license or allow such license to be posted upon premises other than the premises licensed, or upon premises where traffic in alcoholic beverages is being carried on by any person other than the licensee, or knowingly deface, destroy or alter any such license in any respect.

#### SECTION 600.240: - RETAIL SALES-BY-DRINK LICENSEES

- A. *Scope.* This Section shall apply to retail sales-by-drink licensees.
- B. *Closed place.* The premises of any such licensee shall be and remain a "closed place," as defined, at the times and upon the days during which the sale or consumption of alcoholic beverages is prohibited by this Chapter; provided, that where such licenses are held by clubs, motels and hotels, this prohibition shall apply only to the premises where alcoholic beverages are dispensed or consumed; and provided, further, that where such licenses are held by restaurants, where substantial quantities of food are served, then the licensee shall keep securely locked during the hours and upon the days specified, all refrigerators, cabinets, cases, boxes and taps from which alcoholic beverages are dispensed. "Securely locked" shall mean locked in such a manner that alcoholic beverages cannot be removed without unlocking a lock. Any unlocked container or any open case of alcoholic beverages in such place of business shall be deemed an illegal sale of the same and grounds for suspension or revocation of the license.
- C. *Serving or delivering in vehicles prohibited.* No retail licensee, or employee, agent or servant of any such licensee within this Section, shall serve or deliver any alcoholic beverages to any person who is in or about any vehicle.
- D. *Orders off licensed premises prohibited.* No orders for the sale of alcoholic beverages at retail shall be taken at any place not licensed under this Section for the sale of alcoholic beverages, even though such orders are filled and delivery made at a place duly licensed. Nothing in this provision shall be construed as to prevent any hotel or motel operator or private club from serving any alcoholic beverage to any guest, including registered guests, in or occupying any room of such hotel, motel or private club, if such alcoholic beverage so served shall be kept in or served from a licensed location, place or premises in such hotel, motel or private club.
- E. *Prohibited acts on sales by drink premises.* It shall be unlawful for the holder of any license authorized by this Chapter, for the sale of any intoxicating liquor at retail by the drink for consumption on the premises where sold, to keep or secrete, or to allow any other person to keep or secrete in or upon the premises described in such license, any intoxicating liquor, other than the kind of liquor expressly authorized to be sold by such license, or any kind of liquor used exclusively as an ingredient in any food being prepared and sold on the premises.
- F. *Alcoholic beverages brought on to premises.* It is unlawful for any person to take alcoholic beverages into or upon any premises covered by a sales-by-drink license for the purpose of consuming such alcoholic beverages in any form on such premises.
- G. *Minor entering premises prohibited.* It is unlawful for any licensee holding a sales-by-drink license or his employee, agent or servant to either directly or indirectly suffer or allow a person under the age of twenty-one (21) years to enter the premises or to linger or loiter in or about such premises; except that a person sixteen (16) through twenty (20) years of age may be on such premises if accompanied by parent or legal guardian. This subsection shall not apply to premises where substantial quantities of food are served; and providing, that nothing contained in this Section

shall be construed as preventing the entrance of any person under the conditions of Section 4.16.110.

- H. No by the drink retail licensee, or their employee, agent or servant shall consume alcoholic beverages on the licensed premises during those times when they are working for the establishment.

#### SECTION 600.250: - FULL ORIGINAL PACKAGE SALE LICENSEES

- A. *Scope.* The provisions of this Section shall apply to full original package sale licensees.
- B. *Consumption on premises.* It is unlawful for such licensee or any employee, agent or servant of such licensee to allow the consumption of any alcoholic beverages in or upon the licensed premises without also maintaining a valid retail sales by drink license. Consumption of alcoholic beverages purchased in the original package shall not be consumed on the licensed premises.
- C. *Sale, etc., Other than in original package.* It is unlawful for such licensee or any employee, agent or servant of such licensee to sell, dispense or give away alcoholic beverages except in the original package.
- D. At those times when sales are prohibited, signage indicating no sales must be displayed prominently.
- E. *Serving or delivering in vehicles prohibited.* No retail licensee, or employee, agent or servant of any such licensee within this Section, shall serve or deliver any alcoholic beverages to any person who is in or about any vehicle.
- F. *Orders off licensed premises prohibited.* No orders for the sale of alcoholic beverages at retail shall be taken at any place not licensed under this Section for the sale of alcoholic beverages, even though such orders are filled and delivery made at a place duly licensed. Nothing in this provision shall be construed as to prevent any hotel or motel operator or private club from serving any alcoholic beverage to any guest, including registered guests, in or occupying any room of such hotel, motel or private club, if such alcoholic beverage so served shall be kept in or served from a licensed location, place or premises in such hotel, motel or private club.

#### SECTION 600.260: - MALT LIQUOR BEER ORIGINAL PACKAGE SALES LICENSEES

- A. *Scope.* The provisions of this Section shall apply to malt liquor beer original package sales licensees.
- B. *Consumption on premises.* It is unlawful for such licensee or any agent, servant or employee of such licensee to allow the consumption of any alcoholic beverages in or upon the licensed premises.
- C. *Unlicensed beverages on premises.* It is unlawful for such licensee, or any agent, servant or employee of such licensee to have in or upon the licensed premises any intoxicating liquor other than malt liquor beer.
- D. *When malt liquor beer to be locked up.* All such licensees whose places of business remain open on the days and at the hours when the sale and consumption of alcoholic beverages is prohibited by law, shall keep all malt liquor beer securely under lock and key in such a manner that such alcoholic beverages cannot be removed without unlocking a lock. Any unlocked alcoholic beverages in such places of business shall be deemed an illegal sale of same and grounds for the suspension or revocation of the license.
- E. *Signage.* At those times when sales are prohibited, signage indicating no sales must be displayed prominently.

- F. *Serving or delivering in vehicles prohibited.* No retail licensee, or employee, agent or servant of any such licensee within this Section, shall serve or deliver any alcoholic beverages to any person who is in or about any vehicle.
- G. *Orders off licensed premises prohibited.* No orders for the sale of alcoholic beverages at retail shall be taken at any place not licensed under this Section for the sale of alcoholic beverages, even though such orders are filled and delivery made at a place duly licensed. Nothing in this provision shall be construed as to prevent any hotel or motel operator or private club from serving any alcoholic beverage to any guest, including registered guests, in or occupying any room of such hotel, motel or private club, if such alcoholic beverage so served shall be kept in or served from a licensed location, place or premises in such hotel, motel or private club.

## ARTICLE X. - PREMISES

### SECTION 600.270: - DWELLINGS

No license shall be issued for the sale of alcoholic beverages in or upon any structure occupied in whole or in part as a dwelling.

### SECTION 600.280: - HOTELS, MOTELS, DRUGSTORES, ETC.

- A. *Hotels, motels and private clubs.* Nothing in this article shall be construed as to prevent any hotel or motel operator, or private club, from serving any alcoholic beverage to any guest in or occupying any room of such hotel, motel or private clubs if such alcoholic beverage so served shall be kept in or served from a licensed location, place or premises in such establishments.
- B. *Drugstores, pharmacies, etc.* No alcoholic beverage sales-by-drink license provided for in this Chapter shall be issued if the structure for which such license is sought is occupied and operated solely as a drugstore, pharmacy, confectionary, soda fountain, soft drink, stationery or school supply store.

### SECTION 600.290: - ONE RETAIL LICENSE ONLY FOR EACH SINGLE PREMISES

No more than one retail license provided for by this Chapter shall be issued licenses for any single premises at any given time.

## ARTICLE XI. - MINORS

### SECTION 600.300: - PURCHASE OR POSSESSION OF ALCOHOLIC BEVERAGES

It is unlawful for any person under the age of twenty-one (21) years to purchase alcoholic beverages. No person under the age of twenty-one (21) years shall possess alcoholic beverages, either on his or her person, or while in a vehicle.

### SECTION 600.310: - ENTRANCE OR PRESENCE AT LICENSED PREMISES

It is unlawful for any person under the age of twenty-one (21) years to enter, or be on the premises of any licensee holding any sales-by-drink license under this Chapter; provided, however, that nothing contained in this Section shall be construed as preventing anyone under the age of twenty-one (21) years from being on premises unless accompanied by a parent or guardian; or where substantial quantities of food are served or sold.

### SECTION 600.320: - EMPLOYMENT OF PERSONS UNDER TWENTY-ONE (21)

- A. Persons eighteen (18) years of age or older may be employed to act in the capacity of a waiter or waitress and accept payment for or serve intoxicating liquor or beer in

places of business which sell food for consumption on the premises if at least fifty percent (50%) of all sales in those places consists of food; provided, that nothing in this Section shall authorize persons under twenty-one (21) years of age to mix or serve across the bar intoxicating beverages or beer under the provisions of 311.300 RSMo.

- B. In any distillery, warehouse, wholesale distributorship, or similar place of business which stores or distributes intoxicating liquor but which does not sell intoxicating liquor at retail, persons at least eighteen (18) years of age may be employed and their duties may include the handling of intoxicating liquor for all purposes except consumption, sale at retail, or dispensing for consumption or sale at retail.
- C. Any wholesaler licensed pursuant to this Chapter may employ persons of at least eighteen (18) years of age to:
  - 1. Rotate, stock and arrange displays at retail establishments licensed to sell intoxicating liquor; and
  - 2. Unload delivery vehicles and transfer intoxicating liquor into retail licensed premises if such persons are supervised by a delivery vehicle driver who is twenty-one (21) years of age or older.

## ARTICLE XII. - PROHIBITED ACTS

### SECTION 600.330: - MISREPRESENTING AGE FOR THE PURPOSE OF PURCHASING, ETC., ALCOHOLIC BEVERAGES

It is unlawful for any person under the age of twenty-one (21) years to misrepresent his or her age or make a false statement willfully about his or her age to anyone for the purpose of purchasing or in any way obtaining alcoholic beverages.

### SECTION 600.340: - ACQUISITION OF ALCOHOLIC BEVERAGES FOR MINOR PROHIBITED

It is unlawful for any person to obtain, convey, make available or deposit alcoholic beverages in any place where such person knows, or by the exercise of reasonable care should know, that a person or persons under the age of twenty-one (21) years are likely to come into possession of the same. It is unlawful for any person to purchase or in any way obtain alcoholic beverages for any person under the age of twenty-one (21) years.

### SECTION 600.350: - OPEN HOUSE PARTIES

No person who is the owner in possession, a tenant or sub-tenant, or has temporary charge of any residence or premises, shall allow an open house party to take place at the residence or premises if any alcoholic beverage is possessed or consumed at the residence or premises by any minor where the person knew or reasonably should have known that any alcoholic beverage was in the possession or being consumed by a minor at the residence or premises and where the person failed to take reasonable steps to prevent the possession or consumption of alcoholic beverages at the residence or premises.

### SECTION 600.360: - PENALTY

Upon conviction or a plea of guilty, any person, firm or corporation violating or failing to comply with any of the provisions of this Chapter shall be subject to the penalty provisions provided for in Section 100.220 of the City Code.

## ARTICLE XIII. - SUSPENSION OR REVOCATION OF A LICENSE OR PERMIT-CLOSING OF PREMISE



## SECTION 600.370: - SCOPE OF AUTHORITY

- A. *Whenever it shall be shown or whenever the Enforcement Agency has knowledge that:*
1. Failure to obtain or maintain a license from the Supervisor of Alcohol and Tobacco Control;
  2. Selling, offering for sale, possessing or knowingly permitting the consumption on the licensed premises of any kind of intoxicating liquors, the sale, possession or consumption of which is not authorized under the license;
  3. Selling, offering for sale, possessing or knowingly permitting the consumption of any intoxicating liquor which has not been inspected and labeled according to the laws of the State of Missouri; or
  4. Selling, giving, or otherwise supplying intoxicating liquor to:
    - a. Any person under the age of twenty-one (21) years,
    - b. Any person during unauthorized hours on the licensed premises,
    - c. A habitual drunkard or to any person who is under or apparently under the influence of intoxicating liquor, or
    - d. Any person on the licensed premises during the term of suspension.
  5. A licensee or permittee under this Chapter has allowed the premises to become a disorderly place;
  6. Such licensee or any employee, agent or servant of such licensee has violated any of the provisions of this Chapter or provisions of Chapter 311 RSMo.;
  7. The license or permit held by such person was obtained through materially false statements in the application for such license or permit, or renewal;
  8. The licensee or permittee failed to make a complete disclosure of all pertinent information in the application for such license or permit, or renewal;
  9. The licensee, since the issuance of such license, has ceased to be the person actually engaged in the active control and management of the particular establishment for which the license was issued;
  10. The licensed premises has been discontinued or abandoned or the sale of alcoholic beverages has been discontinued, and that after five (5) days' written notice, the licensee has failed to respond or satisfactorily explain;
  11. Anything has occurred which would render the licensee or permittee or licensed premises ineligible or unsuitable for a license or permit under the provisions of this Chapter or provisions of Chapter 311 RSMo., then the Enforcement Agency may suspend for a period not to exceed ninety (90) days, or revoke the license or permit issued, or in the case of an original application for a license or permit, refuse to issue a license or permit.
- B. *Public hearing required.* After not less than five (5) days' notice, the City Council shall hold a public hearing to ascertain all facts in the matter. Such public notice shall be in writing and shall set out reasons for the public hearing and conditions under which the public hearing may be held, and shall be served upon the person to whom the license or permit is issued or by leaving a copy at the premises covered by the license or by mailing such public notice by certified or registered mail to the person to whom the license or permit is issued at their last known business or residence address.
- C. *Public hearing procedure.* The applicant, licensee or permittee shall have full right to have counsel, to produce witnesses and cross-examine all witnesses who may appear against them. All proceedings in such public hearing shall be recorded mechanically or electronically, in such a manner capable of being transcribed whenever required by law. Subpoenas shall be issued by the Enforcement Agency for any witness whose presence is desired at any public hearing or proceeding before the City Council. A subpoena may be served by any member of the Enforcement Agency. Witnesses may

also appear voluntarily at such hearings and testify. Before any witness shall testify in any such public hearing or proceeding, they shall be sworn by the Enforcement Agency, to tell the truth and nothing but the truth. The Enforcement Agency shall make a finding and order on facts and law. No suspension or revocation shall become effective until ten (10) days after the finding and order has been made by the Enforcement Agency.

- D. *Effect of revocation.* Whenever any license or permit shall be revoked under the terms and provisions of this Chapter, the licensee shall not thereafter be eligible for any license except at the discretion of the Enforcement Agency. Such revocation or suspension shall be in addition to the penalty provided for in Section 600.430.

#### SECTION 600.380: - TEMPORARY CLOSING OF PREMISES

Notwithstanding any other provision of this Chapter, the Enforcement Agency shall have power to close, for a period not to exceed twenty-four (24) hours, any premises which may be in the immediate area of any act of civil disobedience, threatened or occurring; provided, however, that it may not close such place under such circumstances without advising at the earliest possible moment the mayor and city council; and provided further, that the Enforcement Agency may not close such place for two (2) or more consecutive twenty-four-hour periods without approval of the mayor, acting in their official capacity.

#### SECTION 600.390: - REFUSAL TO OBEY SUBPOENA

- A. The failure or refusal of any person to obey all the terms and conditions of the subpoena issued by the Enforcement Agency is declared to be a misdemeanor, and upon conviction, such person shall be punished as provided for in Section 600.420.
- B. Upon information by the City attorney that any person has failed or refused to obey all of the terms and conditions of the subpoena or subpoena duces tecum issued by the Enforcement Agency, the Raymore Municipal Court shall at once issue a warrant for the arrest of the person complained against, which shall be executed by a sworn Law Enforcement Officer.

#### SECTION 600.400: - AUTOMATIC REVOCATION/SUSPENSION

A license shall be revoked automatically if the licensee's State liquor license is revoked or if the licensee is convicted in any court of any violation of 311 RSMo. A license shall be suspended automatically if the licensee's State liquor license is suspended, and the suspension shall be for a term not less than that imposed by the State.

#### SECTION 600.410: - VIOLATION OF SUSPENSION OF CLOSING ORDER

Any licensee who continues to ~~operate~~ ~~operation~~ following an order to close during the time of any suspension or closing order shall be charged with a misdemeanor. In addition, the licensee shall also be subject to further suspension or revocation of all licenses issued by the City.

#### SECTION 600.420: - PENALTY

Upon conviction or a plea of guilty, any person, firm or corporation violating or failing to comply with any of the provisions of this Chapter shall be subject to the penalty provisions provided for in Section 100.220 of the City Code.

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 24TH DAY OF JANUARY, 2022.**

**BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 14TH DAY OF FEBRUARY, 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: Jan. 24, 2022

SUBMITTED BY: Jim Feuerborn

DEPARTMENT: Administration

<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 3681 Participation in Show Me Green Sales Tax Holiday in 2022

**STRATEGIC PLAN GOAL/STRATEGY**

Strategy 3.3.2: Provide support to existing local business

**FINANCIAL IMPACT**

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

**PROJECT TIMELINE**

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

**STAFF RECOMMENDATION**

**OTHER BOARDS & COMMISSIONS ASSIGNED**

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

**LIST OF REFERENCE DOCUMENTS ATTACHED**

REVIEWED BY:

Jim Feuerborn

## BACKGROUND / JUSTIFICATION

Senate Bill 1181, enacted by the General Assembly in 2008, established the Show Me Green Sales Tax Holiday in Section 144.526, RSMo, which exempts the State sales tax on the sale of certain Energy Star certified appliances annually when purchased on April 19-25. Municipalities may also participate in the holiday to exempt City sales tax from the sale of these items.

To participate in the 2022 Show Me Green Sales Tax Holiday, the City must notify the Missouri Department of Revenue that it will participate in the holiday and provide a copy of the ordinance to that effect no later than March 5, 2022.

**BILL 3681**

**ORDINANCE**

**“AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, COMMITTING THE CITY OF RAYMORE TO PARTICIPATE IN THE SHOW ME GREEN SALES TAX HOLIDAY IN 2022.”**

**WHEREAS**, Senate Bill 1181, enacted by the General Assembly in 2008, established the Show Me Green Sales Tax Holiday in Section 144.526, RSMo; and

**WHEREAS**, the Show Me Green Sales Tax Holiday exempts the sale of certain Energy Star certified appliances from State tax and takes place annually April 19-25; and

**WHEREAS**, municipalities may participate in the holiday and allow City sales tax from the sale of these items to be exempted; and

**WHEREAS**, in order to participate in the Show Me Green Sales Tax Holiday, the City must notify the Missouri Department of Revenue that it will participate in the holiday and provide a copy of the Ordinance to that effect no later than March 5, 2022.

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

Section 1. The City of Raymore shall participate in the Show Me Green Sales Tax Holiday in 2022.

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 24TH DAY OF JANUARY, 2022.**

**BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 14TH DAY OF FEBRUARY, 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: 1/18/22

SUBMITTED BY: Jonathan Zerr

DEPARTMENT: Legal

<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**

Approval of Resolution 22-05 - Amending and Restating Resolution 22-03

**STRATEGIC PLAN GOAL/STRATEGY**

Goal 3.3.4 - Ensure capital improvements, plans and regulations support Eco.Devo.

**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:**

ME

## BACKGROUND / JUSTIFICATION

On Jan. 10, 2022, Council unanimously approved Resolution 22-03 approving the issuance of revenue bonds payable from revenues to be derived from the operation of the Middle Big Creek Subdistrict Sewer System in an amount not to exceed \$106 million for the purpose of acquiring, constructing, improving or extending sewer system serving the Middle Big Creek Sewer Subdistrict, including but not limited to the improvements described herein, in accordance with Section 204.569(3), Revised Missouri Statutes.

Following approval of Resolution 22-03, representatives of the Little Blue Valley Sewer District contacted City staff to request amendment to specifically identify customers of the Middle Big Creek Subdistrict.

Resolution 22-05 amends and restates Resolution 22-03 so as to incorporate the requested amending language.

## RESOLUTION 22-05

**"A RESOLUTION OF THE CITY OF RAYMORE, MISSOURI AMENDING AND RESTATING RESOLUTION 22-03 AS APPROVED BY THE CITY COUNCIL ON JANUARY 10, 2022 AND AFFIRMATIVELY ASSENTING TO THE ISSUANCE OF REVENUE BONDS PAYABLE FROM REVENUES TO BE DERIVED FROM THE OPERATION OF THE MIDDLE BIG CREEK SUBDISTRICT SEWER SYSTEM IN AN AMOUNT NOT TO EXCEED \$106,000,000 FOR THE PURPOSE OF ACQUIRING, CONSTRUCTING, IMPROVING OR EXTENDING SEWER SYSTEM SERVING THE MIDDLE BIG CREEK SEWER SUBDISTRICT, INCLUDING BUT NOT LIMITED TO THE IMPROVEMENTS DESCRIBED HEREIN, IN ACCORDANCE WITH SECTION 204.569(3), REVISED MISSOURI STATUTES."**

**WHEREAS**, Resolution No. 22-03 passed by the City Council unanimously on January 10, 2022, requires amendment, at the request Middle Big Creek Sewer Sub-District, so as to specifically reflect the customers of the Middle Big Creek Subdistrict; and

**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; 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**, the 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 the District's revenue bonds payable from the revenues to be derived from the operation of the Subdistrict 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 Subdistrict System in the amount not to exceed \$106,000,000 for the purpose of financing the Improvements.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RAYMORE, MISSOURI**, that Resolution 22-03 is amended and restated to read 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 sewerage system revenue bonds in a not to exceed principal amount of \$106,000,000 for the purpose of acquiring, constructing, improving or extending the sewer system serving the Middle Big Creek Subdistrict, including, but not limited to the addition of sewer lines, the installation of meters and the expansion of the Middle Big Creek Wastewater Treatment Facility, the cost of operation and maintenance of said sewerage system and the principle of and interest on said revenue bonds to be payable solely from the revenues derived from the operation of the Subdistrict's sewerage system, including all future improvements and extensions thereto?

**SECTION 2.** In accordance with Section 204.569(3), approval of the proposition shall require the written assent of three-quarters of the customers. Customers are defined as the following:

**Cass County  
City of Greenwood  
City of Lee's Summit  
City of Pleasant Hill**

**Dikeland Sewer District  
City of Lake Winnebago  
Mullendike Sewer District  
City of Raymore**

**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.** That this resolution shall be in full force and effect immediately upon its passage and adoption, and approval by the Mayor.

**SECTION 5.** Any Resolution or part thereof which conflicts with this Resolution shall be null and void.

**DULY READ AND PASSED 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





## **RAYMORE COMMUNITY FOUNDATION AGENDA**

**Monday, Jan. 24, 2022, at 7 p.m.**

**Final order of new business at the regular City Council meeting**

City Hall Council Chambers  
100 Municipal Circle  
Raymore, Missouri 64083

**1. Call to Order**

**2. Roll Call**

**3. Approval of the minutes**

- a. Sept. 14, 2020, meeting minutes

**4. New Business**

- a. Election of Officers

*Reference: Raymore Community Foundation By-Laws*

Per the Raymore Community Foundation's by-laws, the Board of Directors must meet annually in January to elect officers and conduct any other necessary business. The officer positions are Vice President, Secretary and Treasurer. The City Clerk will conduct the election for each position.

**5. Adjourn**

## **Raymore Community Foundation Meeting**

### **1. Call to Order.**

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

### **2. Roll Call.**

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

### **3. Approval of minutes.**

#### **a. January 13, 2020 meeting minutes**

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

**DISCUSSION:** None

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

### **4. New Business**

#### **a. Disbursement of Funds-Resolution 20-01**

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

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

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



approved by the Parks & Recreation Board. He answered general questions from the Directors.

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

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

**DISCUSSION:** None

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

## 5. Adjourn.

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

**DISCUSSION:** None

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

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

<b>RAYMORE FOUNDATION FUND (61)</b>	<b>2017-18</b>	<b>2018-19</b>	<b>2019-20</b>	<b>2020-21</b>	<b>2021-22</b>
	<b>Actual</b>	<b>YTD</b>	<b>Actual</b>	<b>Actual</b>	<b>Actual</b>
<b>Fund Balance</b>					
<b>Beginning of Year</b>					
Animal Shelter	0.00	1,420.95	928.44	6,714.68	6,862.03
Police-Shop W/ Cop	0.00	0.00	3,427.39	6,822.57	16,273.04
Police-Chaplain	0.00	0.00	590.00	590.00	590.00
Police-K9 Unit	0.00	0.00	825.22	671.46	671.46
Parks	0.00	0.00	73,610.48	79,824.22	161,333.39
Arts Commission	0.00	0.00	10,000.00	9,440.00	6,500.00
Other	0.00	0.00	-107.69	-205.42	-193.35
<b>Revenue</b>					
Animal Shelter	1,420.95	3,729.20	5,786.24	5,961.02	705.00
Police-Shop W/ Cop	0.00	4,050.00	6,300.18	10,712.05	7,366.00
Police-Chaplain	0.00	590.00	0.00	0.00	0.00
Police-K9 Unit	0.00	825.22	0.00	0.00	0.00
Parks	0.00	77,575.72	9,863.24	81,659.17	
Arts Commission	0.00	10,000.00	2,940.00	0.00	
Miscellaneous	0.00	500.00	0.00	200.00	
Mayor's Christmas Tree Fund	0.00	3,000.00	3,000.00	2,500.00	
<b>Total Revenue - Animal Shelter</b>	1,420.95	3,729.20	5,786.24	5,961.02	705.00
<b>Total Revenue - Police Shop W/ Cop</b>	0.00	4,050.00	6,300.18	10,712.05	7,366.00
<b>Total Revenue - Police Chaplain</b>	0.00	590.00	0.00	0.00	0.00
<b>Total Revenue - Police K9 Unit</b>	0.00	825.22	0.00	0.00	0.00
<b>Total Revenue - Parks</b>	0.00	77,575.72	9,863.24	81,659.17	
<b>Total Revenue - Arts Commission</b>	0.00	10,000.00	2,940.00	0.00	
<b>Total Revenue - Other</b>	0.00	3,500.00	3,000.00	2,700.00	0.00
<b>Total Fund Bal &amp; Revenues - Animal Shelter</b>	1,420.95	5,150.15	6,714.68	12,675.70	7,567.03
<b>Total Fund Bal &amp; Revenues - Police Shop W/ Cop</b>	0.00	4,050.00	9,727.57	17,534.62	23,639.04
<b>Total Fund Bal &amp; Revenues - Police Chaplain</b>	0.00	590.00	590.00	590.00	590.00

<b>Total Fund Bal &amp; Revenues - Police K9 Unit</b>	0.00	825.22	825.22	671.46	671.46	
<b>Total Fund Bal &amp; Revenues - Parks</b>	0.00	77,575.72	83,473.72	161,483.39	161,333.39	
<b>Total Fund Bal &amp; Revenues - Arts Commission</b>	0.00	10,000.00	12,940.00	9,440.00	6,500.00	
<b>Total Fund Bal &amp; Revenues - Other</b>	0.00	3,500.00	2,892.31	2,494.58	-193.35	
<b>Expenditures</b>						
Animal Shelter	0.00	4,221.71	0.00	5,813.67	0.00	
Police-Shop W/ Cop	0.00	622.61	2,905.00	1,261.58	0	
Police-Chaplain	0.00	0.00	0.00	0.00	0.00	
Police-K9 Unit	0.00	0.00	153.76	0.00		
Parks	0.00	3,965.24	3,649.50	150.00		
Arts Commission	0.00	0.00	3,500.00	2,940.00		
Miscellaneous	0.00	607.69	97.73	187.93		
Mayor's Christmas Tree Fund	0.00	3,000.00	3,000.00	2,500.00		
<b>Total Expenditures - Animal Shelter</b>	0.00	4,221.71	0.00	5,813.67	0.00	
<b>Total Expenditures - Police Shop W/ Cop</b>	0.00	622.61	2,905.00	1,261.58	0.00	
<b>Total Expenditures - Police Chaplain</b>	0.00	0.00	0.00	0.00	0.00	
<b>Total Expenditures - Police K9 Unit</b>	0.00	0.00	153.76	0.00		
<b>Total Expenditures - Parks</b>	0.00	3,965.24	3,649.50	150.00		
<b>Total Expenditures - Arts Commission</b>	0.00	0.00	3,500.00	2,940.00		
<b>Total Expenditures - Other</b>	0.00	3,607.69	3,097.73	2,687.93	0.00	
<b>Fund Balance - Animal Shelter</b>	1,420.95	928.44	6,714.68	6,862.03	7,567.03	EW
<b>Fund Balance - Police Shop W/ Cop</b>	0.00	3,427.39	6,822.57	16,273.04	23,639.04	EW
<b>Fund Balance - Police Chaplain</b>	0.00	590.00	590.00	590.00	590.00	EW
<b>Fund Balance - Police K9 Unit</b>	0.00	825.22	671.46	671.46	671.46	EW
<b>Fund Balance - Parks</b>	0.00	73,610.48	79,824.22	161,333.39	161,333.39	EW
<b>Fund Balance - Arts Commission</b>	0.00	10,000.00	9,440.00	6,500.00	6,500.00	EW
<b>Fund Balance - Other</b>	0.00	-107.69	-205.42	-193.35	-193.35	EW
Revenue Over (Under) expenditures	1,420.95	87,852.89	14,583.67	88,179.06	8,071.00	
<b>PER INCODE</b>	<b>1,420.95</b>	<b>87,852.89</b>	<b>14,583.67</b>			
		0.00				

<b>Note: Below is the breakdown for Parks</b>				
Hawk's Nest		58,796.76	61,820.00	142,729.17
Baseball Improvements - Scoreboard		13,511.86	13,511.86	13,511.86
Trees - Arboretum		1,301.86	1,301.86	1,301.86
Bench - Sponsorship			3,190.50	3,190.50
Optimist Shelter Improvements				600.00
<b>TOTAL PARKS</b>		73,610.48	79,824.22	161,333.39
<b>Note: Below is the breakdown for Arts Commission</b>				
Sculpture - Hawk Ridge Park		10,000.00	6,500.00	6,500.00
Light Pole Banners & Hardware			1,440.00	0.00
Temp art TB Hanna			1,500.00	0.00
<b>TOTAL ARTS COMMISSION</b>		10,000.00	9,440.00	6,500.00

# Miscellaneous



THE **PLANNING AND ZONING COMMISSION** OF THE CITY OF RAYMORE, MISSOURI, MET IN REGULAR SESSION **TUESDAY, DECEMBER 7, 2021**, IN THE COUNCIL ROOM AT RAYMORE CITY HALL, 100 MUNICIPAL CIRCLE, RAYMORE, MISSOURI WITH THE FOLLOWING COMMISSION MEMBERS PRESENT: CHAIRMAN MATTHEW WIGGINS, WILLIAM FAULKNER, ERIC BOWIE, KELLY FIZER, TOM ENGERT, JEREMY MANSUR, JIM PETERMANN, MAYOR KRIS TURNBOW, AND MARIO URQUILLA. ALSO PRESENT WAS CITY ATTORNEY JONATHAN ZERR, CITY PLANNER DYLAN EPPERT, DIRECTOR OF DEVELOPMENT SERVICES JIM CADORET, ASSISTANT CITY ENGINEER TRENT SALSBURY, AND ADMINISTRATIVE ASSISTANT EMILY JORDAN.

1. **Call to Order** – Chairman Wiggins called the meeting to order at 7:00 p.m.
2. **Pledge of Allegiance**
3. **Roll Call** – Roll was taken and Chairman Wiggins declared a quorum present to conduct business.
4. **Personal Appearances** – None
5. **Consent Agenda**

- a. **Approval of Minutes from November 16, 2021 meeting**

**Motion by Commissioner Faulkner, Seconded by Commissioner Bowie, to approve the consent agenda.**

**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.**

6. **Unfinished Business - none**

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  
Mayor Turnbow

Aye  
Aye

**Motion passed 9-0-0.**

**b. Case #21042: Watermark Apartment Community Site Plan**

Jake Ross came to the podium representing Thompson Thrift Residential, Inc., formerly known as Watermark. The request is for site plan approval for a residential community that consists of 300 dwelling units included in nine buildings on the site. There would be a fitness center, leasing center, and a clubhouse for residents to use. The site is located to the east of Dean Avenue, south of OfficeMax and Sam's Club, to the east of the property is residential and to the south is an undeveloped parcel. The site is approximately 16.5 acres. Parking is estimated at 1.94 spaces per dwelling unit. There is an additional ratio that is stalls to bedrooms, as opposed to stalls to units, which comes to 1.0 stalls per bedroom. One of the goals that the developers have is to create a buffer to the east of the site to create a sense of privacy for the community as well as the neighbors to the east. The detention pond is located on the east side of the property as well. The detention pond will have landscaping to add more of a buffer between the apartment community and the neighbors to the east. The trail system is very important to the community, and the developers will provide a trailhead towards the west end of the site. The trailhead has 14 parking spaces and will be available for public use as well. The northwest corner of the site contains the leasing center, fitness center, and clubhouse to engage traffic coming south down Dean Avenue. There will also be a lounge area, a pool, cabanas, and a grilling area. A dog park is being considered for the center of the complex. Thompson Thrift Residential has an in-house property management group which allows more insight into what the residents enjoy in their community. There are detached parking garages that will be available for the residents. To the south of the complex, there are parking stalls. There was a concern from the residents in the surrounding neighborhoods that if the land to the south of the subject site was developed, there would be a risk of car headlights coming through from the apartment parking lot. Mr. Ross explained that this would not be an issue because there is a big elevation change between where the apartment parking lot is located and where the new homes would potentially be. If there was an issue, the developers are happy to look at different landscaping options to help with the light bleed. The site has a detention pond onsite that will collect and detain stormwater and re-route it. There is an existing stream on the west side of the property, but it is currently obscured by trees and tall grass. Part of what the developers want to do is clean the stream up since it is used as a detention area for the commercial buildings to the north, as well as for the proposed apartment complex.

Commissioner Faulkner asked if any of the proposed buildings will have basements.

Mr. Ross responded no, they do not have basements.

Commissioner Bowie asked if the bay garages have garage doors that come down, and if there is only one trash enclosure for the community. If the area to the south develops with single-family homes, the trash enclosure on the south side of the apartment complex will be right next to the homes.

Mr. Ross responded that the developers have done a similar configuration with other properties they have done, and the layout of the trash enclosure area has made trash collecting less disruptive to the residents. Trash companies can come straight in from the secondary access from Dean Avenue and would not have to come through the apartment complex. Mr. Ross stated that the developers are comfortable with the level

of noise that would be generated by the trash enclosure area, and with the same design has worked well with other developments. The on-site staff will make sure there is not an issue with the trash area itself, keep it clean, and manage it.

Commissioner Bowie mentioned that he would like to see the trash area in the north east corner of the property, as opposed to the south east corner where new homes could potentially go in.

Mayor Turnbow stated that in previous conversations with the developers, it was noted that the detention area on the west side of the property, the stream, would have a water feature, and asked Mr. Ross to expand on that detail.

Mr. Ross stated that the water feature is something that can be looked into, as long as everything is approved on the engineering side to ensure the safety of residents and the stream integrity.

Mayor Turnbow asked that once the study is done by the engineer to determine if the area can retain water, and if it can, do the developers intend to make that a water feature?

Mr. Ross stated that yes, that would be the intent. The engineer for the project, Andrew Gribble, came to the podium for clarification. The detention basin collects the stormwater for the Sam's Club and Lowe's to the north. Stormwater from the north comes down and is detained in the pond on the east side of the property or comes down through the stream on the west side of the property. There is a pipe that comes in from the north west. It is not an actual stream, it is where the water has naturally run south from where the pipe drains the water. The developers do not have to do anything with the stream because the detention area for the development is the pond to the east, but if something can be done with the stream, they will try to make it a water feature. Mr. Gribble stated that a clay liner may have to be installed on top of the rocks where the stream is to ensure the stream would hold water. The plan is to leave the pipe alone, and install a road over the pipe as to not disrupt the stream.

Commissioner Bowie asked if there is uncovered parking?

Mr. Ross replied that the majority of the parking on the site is a surface parking spot which is uncovered, but there are also a few garages available.

Mr. Eppert provided the Staff Report for this project. The proposed apartment community is located east of Dean Avenue, south of OfficeMax and Sam's Club. Existing zoning is "R3-B" Apartment Community Residential District. Surrounding uses are Commercial Retail to the north, undeveloped to the south, single-family residential to the east, and multi-family to the west. The approximate tract size is 21.03 acres. The Future Land Use Map identifies this property as appropriate for commercial development, and the Major Thoroughfare Plan Map classifies Dean Avenue as a Minor Arterial and Johnston Drive as a Minor Collector. A Public Hearing and advertisement in the paper are not required for a site plan hearing. The property was rezoned from "A" Agriculture to "C-3" Regional Commercial District in March 2005. The rezoning included property up to 58 Highway. The property to the south was rezoned from "A" Agriculture to "R-1P" Single-Family Residential Planned District in February 2004. In August 2021, the City Council approved the rezoning of the property from "C-3" Regional Commercial District to "R-3B" Apartment Community Residential District. The legal description of the property was corrected in November 2021. The Engineering department has submitted a Memo. The requirement of a landscape buffer of 20% has been met. A Type "A" landscape screen is required along the eastern and southern property lines. The plan utilizes tree and shrub plantings to provide the required screening. Landscaping will need to be provided around the monument sign as required by the City Code. All buildings in the complex have

been provided a sidewalk. The South Metro Fire District required a truck turning movement plan to be submitted. With two means of access from Dean Avenue, no additional emergency access was required by the District. Stormwater runoff and water quality will be handled by a combination of underground conduits and detention facilities. The existing stormwater pond in the southwest corner of the development will also serve as a detention area for a portion of the apartment community. Improvements to the pond are planned. A second detention pond for the development is planned adjacent to the eastern property line. The east half of the apartment community will drain to this stormwater basin. The trash enclosure will be constructed of the same materials and color as the proposed apartment buildings and amenities. The subject property will have two access points off of Dean Avenue, one at the northwest corner and one at the southwest corner of the site. Private amenities for the apartment community include a clubhouse, swimming pool, fitness center, dog park, mailroom, secured garages, door-side trash pick-up, fire pits, benches, pergola, gas grills, and seating areas. Staff recommends the Planning & Zoning Commission accept the staff's proposed findings of fact and forward the case to the City Council subject to 14 conditions as presented.

Commissioner Bowie asked who will be responsible for the trail parking area. Will apartment staff be responsible for trash and maintenance? Has there been any concern about the location of the parking lot since it is right off of Dean Avenue?

Mr. Eppert replied that the parking lot and trail area will have more of a public feel, but the apartment complex will have gates on both of the access roads. The City will maintain the parking lot and trail area. Chairman Wiggins stated that the gate will be further down the road, closer to the apartment complex, but not blocking off the trailhead.

Commissioner Urquilla asked if the City would be responsible for putting a gate up at the trailhead if loitering became an issue in the parking lot.

Commissioner Bowie asked if there will be a trash receptacle at the trailhead parking lot. There might be some issues with the loitering and trash since this is in one of the high crime areas of the city, and so close to Dean Avenue.

Mr. Eppert mentioned that yes, there should be a trash receptacle at the parking lot.

Mayor Turnbow mentioned that the parking lot and trailhead will transfer over to the City at some point, and the apartment complex will not own it forever.

Mr. Zerr asked if the applicant could come back to the podium to add some clarification about the water feature and what would make it impossible or impractical to make a water feature.

Mr. Gribble stated that the area is currently an eyesore, and it has been discussed during the Good Neighbor meetings about making that area into a water feature. There is quite a bit of rock that would require some sort of liner to be able to keep the water retained. With a clay or fiber liner in place, it would be more likely that during a wet enough year, the pond will retain water.

Mayor Turnbow stated that Mr. Gribble was supposed to be doing a study on if the water could be retained and how.

Mr. Gribble stated that all of the water from the north comes into the retention area, so if the outlet is raised, the area will theoretically retain water. It still needs to be investigated to make sure the pond will not overflow and flood the area if the pond is made to retain water.

Mayor Turnbow asked if there has been any soil testing below the rocks to see if the ground is an impermeable surface type of material.

Mr. Gribble stated that if the ground is permeable, there are liners that can be brought in to seal it so the pond will retain water. The issue is the cost, which comes into play on whether or not the pond would be worth the expense.

Chairman Wiggins mentioned that he has never heard of this becoming a water feature, and the current site plan does not have the water feature/pond included, and it has not been presented to the Committee. Would the applicant have to come back with a different site plan that includes the pond and water feature to be accepted?

Commissioner Urquilla asked if the area is not able to be turned into a pond with a water feature, what are the plans for the area, such as a path or landscaping?

Mr. Ross stated that the developers want the development to be compelling for potential residents, so the area would be cleaned up and be more sightly.

Chairman Wiggins asked if there are plans other than what is being presented, a path or a pond, does the site plan need to come back or could it be made as an amendment?

Mr. Cadoret stated that it should be a part of the recommendation on the site plan. Typically it would not come back to the Commission until the final construction plans are submitted. It can be added as a condition that the plans need to come back before the Commission.

Commissioner Urquilla asked if it could be a condition that the developers don't need to come back before the Commission, but it is required that they do something with that area.

Mr. Cadoret responded yes, that could be added.

Mr. Gribble stated that the developers own the property. Everything offsite is draining onto the property. If the area can be turned into a wet pond, that would be ideal, but some changes will be made to the area regardless.

Commissioner Urquilla asked if they would object to adding into the conditions that the developers are required to do something to the area, whether it be landscaping or a water feature, etc?

Mr. Ross asked the Commission if there was any way to make that statement more closed-ended? Maintenance is an appropriate word to describe what would happen to the area.

Chairman Wiggins raised concerns about what is considered maintenance.

Mayor Turnbow stated that the developers and engineers are looking at the possibility of the pond retaining water, and a possible condition would be that if the area can retain water, it will be a pond.

Chairman Wiggins again raised concerns about what constitutes maintenance.

Commissioner Urquilla stated that it would be to the detriment of the apartment owners and managers to not keep the area maintained, whether the area becomes a pond or something else.



Mayor Turnbow asked if Mr. Zerr might be able to scribe a 15th condition to the recommendation with regards to the water retention and the viability of a water feature.

Mr. Zerr responded that he is not in a position to impose that upon the applicant and their engineer. In a quick conversation with the applicant and engineer, it was determined that it would be a water feature unless it is not economically viable.

Commissioner Urquilla asked if the pond held water without having to put a liner in, would it be feasible to add a water feature?

Mr. Gribble stated that if that were the case, it would be as simple as moving some dirt. If the construction of a wall, or if a liner has to be put in, that is when the viability and cost should be considered.

Commissioner Urquilla stated that if there had to be a liner or a wall installed, it would override the condition regarding the viability of the pond to hold a water feature. Commissioner Urquilla asked Mr. Zerr to confirm.

Mr. Zerr stated that the notion is whether or not putting a water feature in would be economically feasible, and on how feasibility is measured.

Commissioner Urquilla asked Mr. Zerr if the pond in its current state can hold water, can it be made to hold a water feature? If the pond cannot hold water in the current state without adding a wall or liner, the feasibility of the water feature then comes into question. The liner would then not be required by the Commission, but the developers may install one if they wish. Commissioner Urquilla asked the applicant if they would accept the condition that if the pond can hold water in the current state that it will house a water feature, and if it cannot hold water that the area will be maintained?

Mr. Ross answered yes, they will accept.

Mr. Zerr asked Chairman Wiggins if a short break could be taken to discuss a proposal with the applicant.

Chairman Wiggins approved the 5 minute recess at 8:20pm.

The meeting resumed at 8:31pm.

Mr. Cadoret stated that Staff would like to propose a condition to be added to the others recommended by Staff. The proposed condition reads as follows: If the west detention basin can economically be made capable of holding water, it will. If remaining as a detention basin, the basin shall be adequately landscaped and maintained comparable to the overall apartment community. Both the Staff and the applicant are comfortable with the addition of this condition.

Mr. Zerr asked the applicant to come forward to confirm the acceptance of the new condition for the record.

Mr. Ross confirmed.

**Motion by Commissioner Urquilla, Seconded by Commissioner Mansur, to accept Staff proposed findings of fact and approve Case #21042 Watermark Residential Apartments Site Plan subject to the 15 conditions as presented by City Staff.**

**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.**

**8. City Council Report**

City Attorney Jonathan Zerr gave an overview of the one City Council meeting that has taken place since the Planning & Zoning Commission last met.

**9. Staff Report**

Mr. Eppert gave the Staff Report. The December 21, 2021 Planning & Zoning Commission meeting will be cancelled, and the January 4, 2022 meeting may be cancelled as well. Staff will keep everyone updated.

**10. Public Comment**

No public comment.

**11. Commission Member Comment**

Commissioner Faulkner commented that the lights at City Hall and Centerview look nice, and thanked Staff.

Commissioner Bowie mentioned that the December 21, 2021 meeting has been officially cancelled. Thank you to Staff, and happy holidays.

Commissioner Mansur thanked Mr. Zerr and Chairman Wiggins, the Staff, and thanked the Browns for coming up with a creative idea and coming out to present it.

Commissioner Fizer thanked Staff, and reminded everyone about the Mayor's Christmas tree at TB Hannah Station.

Commissioner Petermann had no comment for the evening.

Commissioner Engert thanked Staff and Mr. Zerr, and wished everyone happy holidays.

Commissioner Urquilla thanked Staff and wished everyone a safe and happy holiday.

Mayor Turnbow thanked the Commission, and wished everyone a happy holiday season.

Chairman Wiggins thanked Staff and seconded Commissioner Mansur's statement about the Brown family. Happy holidays.

## 12. Adjournment

**Motion by Commissioner Urquilla, Seconded by Commissioner Fizer, to adjourn the December 7, 2021 Planning and Zoning Commission meeting.**

**Vote on Motion:**

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

**Motion passed 9-0-0.**

The December 7, 2021 meeting adjourned at 8:43 p.m.

Respectfully submitted,

Emily Jordan

