

AGENDA

Raymore City Council Regular Meeting
City Hall – 100 Municipal Circle
Monday, September 25, 2023
6:00 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
 - E. Monthly Financial Report (pg 13)

- 7. Committee Reports**

- 8. Consent Agenda**

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

- A. City Council Meeting Minutes, September 11, 2023 (pg 23)
- B. 2022 Fire Hydrant Replacement Project - Acceptance and Final Payment

Reference: - Resolution 23-35 (pg 29)

The City Engineer has determined that the project has been satisfactorily completed in accordance with the project specifications.

9. Unfinished Business - Second Reading

A. Award of Contract - Auditor

Reference: - Agenda Item Information Sheet (pg 33)
- Bill 3848 (pg 35)
- Contract (pg 37)

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

- City Council, 09/11/2023: Approved 7-0

B. Google Franchise Agreement

Reference: - Agenda Item Information Sheet (pg 61)
- Bill 3847 (pg 63)
- Agreement (pg 65)

Bill 3847 seeks authority to execute a Nonexclusive Public Right-of-Way License Agreement with Google Fiber Missouri, LLC, allowing for the utilization of city right-of-way by Google for operation and maintenance of their fiber optic network for a license fee totaling one percent (1%) of quarterly gross revenues of Google Fiber within the jurisdictional boundaries of Raymore.

- City Council, 09/11/2023: Approved 7-0

10. New Business - First Reading

A. 36th Amendment to Unified Development Code (public hearing)

Reference: - Agenda Item Information Sheet (pg 79)
- Bill 3842 (pg 81)
- Staff Report (pg 93)

The proposed 36th amendment to the Unified Development Code (UDC) includes minor changes recommended as part of the 2023 Annual UDC review. Topics include revisions to marijuana facilities within the city, fence regulations for residential corner lots, and the review and approval process for utility easement vacations.

- Planning and Zoning Commission, 09/05/2023: Approved 7-0

B. Eastbrooke at Creekmoor 4th Final Plat

- Reference: - Agenda Item Information Sheet (pg 97)
- Bill 3850 (pg 99)
- Staff Report (pg 103)
- Final Plat Drawing (pg 109)
- Development Agreement (pg 111)

An application filed by Cooper Land Development, requesting final plat approval for the 4th phase of the Eastbrooke subdivision, a 43-lot single family residential subdivision located north of 163rd Street, between Churchill Circle (Westbrook 14th) and Branchwood Lane (Eastbrooke 3rd).

- | |
|--|
| <ul style="list-style-type: none">• Planning and Zoning Commission, 09/05/2023: Approved 7-0 |
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C. Raymore Commerce Center Easement Amendment (emergency reading)

- Reference: - Agenda Item Information Sheet (pg 121)
- Bill 3851 (pg 123)
- Easement Exhibit (pg 125)

Bill 3851 seeks to authorize the execution of a sanitary, sewer easement amendment for further development of the Raymore South Commerce Center, correcting a legal description from a 2005 sanitary sewer easement and allowing for adjustment of the ingress/egress access to the easement area.

11. Public Comments

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

12. Mayor/Council Communication

13. Adjournment

Items provided under "Miscellaneous" in the Council Packet:

- City Council Work Session notes, 09/18/2023 (pg 137)
-

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

September 2023

ENGINEERING DIVISION

Projects Under Construction

FY 2023 Street Preservation
FY 2023 Curb Replacement

Development Under Construction

- Parkside 1st Plat
- The Depot
- Estates at Knoll Creek 2nd Plat
- Madison Valley Phase 2
- Ridgeview Estates
- Ascend

OPERATIONS & MAINTENANCE DIVISION

- 53 City Hall Work Orders
- 2 Driveway Inspections
- 6 Final ROW Inspections
- 185 Locates
- 32 Service Requests
- 1 Water Inspections
- 1 Sewer Inspections
- 2 Sidewalk Inspections
- Sewer jetting
- Sewer camering and inspecting sewer issues
- Installed no parking signs at Harold Estates
- Mowed memorial Park ditch for Parks Dept.
- Finished paint striping
- Roadside mowing
- Water break on N Park Dr & W Foxwood Dr
- Completed water meter work orders
- Paint striped throughout city
- Activated new water meters
- Bi-monthly water samples
- Completed sewer work orders
- Completed dirt work around water breaks

Other Items

Raymore hosted the annual Mobile Household Hazardous Waste Disposal event on Saturday September 23rd with assistance from Belton Public Works Staff



MONTHLY REPORT

September 2023

Monthly Highlights

- **Raymore Farmers Market - the final date for the Raymore Farmers Market this year will be Tuesday, Sept. 26. The market is open from 4-7 p.m. at Centerview's lot and back lawn, 227 Municipal Circle.** Shop for locally grown produce and plants, honey, home baked goods, salsa, handmade crafts and decor and more.
- **Adult Open Play Volleyball, 7-9 p.m. Mondays started Sept. 11 at the Raymore Activity Center.** Adults 18+ are invited to play open play volleyball at the RAC. Drop in for \$5 or register for the 8-week league for \$30. [Learn more about our adult sports programs and register online here.](#)
- **Raymore Activity Center - Project meetings:** City Staff, Harmon Construction representatives and SFS Architecture began weekly project meetings for the RAC expansion project.

Other News

- Parks and Recreation Director Nathan Musteen met with CFS Engineers on the plans for Hawk Ridge Park improvements and McClure Engineering on the plans for Centerview landscaping.
- Parks maintenance returned Mini Mud Run obstacles from Hawk Ridge Park to the parks maintenance facility.
- Parks maintenance mowed the west side of Hawk Ridge Park for the mountain bike group.
- Recreation Superintendent Todd Brennon and Recreation Coordinator Corinne Harkins met to discuss available dates for 5k races in 2024.
- Practices for the fall youth athletics season began this week.
- Athletic Coordinator Nick Cook held an umpire meeting at the Raymore Activity Center for the fall baseball and softball season.
- Athletic Coordinator Nick Cook continued work on game schedules for the fall athletic season.
- Recreation Coordinator Corinne Harkins contacted USA Triathlon about hosting a duathlon in Raymore in 2024.
- Recreation Coordinator Corinne Harkins forwarded the list of Trucktoberfest participants to the Cass County Health Department.
- Soccer, baseball & softball teams picked up uniforms for the beginning of the fall season.
- Tiny soccer began on September 9th. Classes are Thursday and Saturday at Recreation Park.
- Recreational Soccer games begin Saturday, Sept. 9. Recreation Park will host 13 games this weekend.



- Parks and Recreation Director Nathan Musteen attended a Community For All Ages event hosted by Mid-America Regional Council. This event consisted of two park site visits in Mission, Kansas, and Roeland Park, Kansas. Musteen attended with Development Services staff.
- Parks and Recreation Director Nathan Musteen attended a monthly progress meeting with Olsson Studio on the Raymore2045 Comprehensive Plan. Musteen also attended several project meetings for the skate park, the Raymore Activity Center and the Centerview landscaping project.
- Athletic Coordinator Nick Cook prepared concessions for flag football and volleyball games. Cook also worked on baseball/softball schedules and team uniform orders.
- Park Maintenance staff prepared Memorial Park for the annual Festival in the Park going on this week (Sept. 14-16). Staff mulched flower beds, mowed and assisted Festival Volunteers throughout the three day event.
- Parks Superintendent Steve Rulo attended a pre-bid meeting for electrical work at Recreation Park.
- Recreation Superintendent Todd Brennon attended a Zoom meeting with the regents from Revenue Development & Management School.
- Parks and Recreation Director Nathan Musteen participated in several project meetings this month including the Raymore Activity Center Expansion, the Skatepark and the Disc Golf Course redesign project.
- Parks and Recreation Director Nathan Musteen presented a program for new scoreboards at Recreation Park to the City Council during the work session on September 18.
- Walter Buck Memorial Fishing Derby was held on September 16. Over 30 young anglers participated in the derby.



Facility Use for the Month

Centerview

7 HOA Meetings
Garden Club Monthly Meeting
1 Celebration of Life
Summit Homes Meeting
Birthday Party
Bridal Shower
2 Wedding Receptions
Monthly Square Dance and lessons
Football Meeting
Wedding Rehearsal Dinner
2 Police Department Trainings
Soccer/Volleyball/Flag Football Pictures
Pumpkin Truck Painting Class-12 participants
Bunco / Bridge

RAC

Volleyball Practices
2 Birthday Parties

Picnic Shelters

41 Shelter Rentals

TRUCKTOBER *fest*

PRESENTED BY **xfinity**



**Friday, Oct. 6 • 5:30-8:30 p.m.
at Recreation Park**

**FOOD TRUCKS
LIVE MUSIC
YARD GAMES**

FREE ADMISSION
Food vendors accept
cash and/or cards.

VETERANS CELEBRATION

Honoring all who have served.



Special guests, military personnel, music & refreshments

Thursday, Nov. 9 at 4 p.m.

Centerview

227 Municipal Circle



FINANCE MONTHLY REPORT

This report, consisting of a Financial Summary, Investment Summary and Grant Summary, has been prepared for the fiscal period August 1, 2023 to August 31, 2023.

August Financial Summary

Some notes regarding this month's summary operating report:

General Fund

Revenue:

83.33% of the way through the fiscal year, General Fund revenues are generally tracking as expected with total collected revenue of 94.98% 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 contracted by the Council..

- Property tax revenues collected are tracking slightly above straight line at 104.13%. Staff expects this revenue source to come in above budget due to delinquent collections as well as personal property add ons that were not reported to the county, therefore not included in the AV report received in July.
- Franchise Tax revenues are tracking above straight line at 89.68%. This revenue source varies depending on the weather. Staff will continue to monitor this closely throughout the year. Spire Franchise is tracking greater than budgeted at 114.84% for this fiscal year due to another rate increase to the consumer this year.
- Sales tax revenues as a whole are tracking above straight line budget at 90.88%. City sales taxes are at 87.02% while state shared gasoline and vehicle taxes are at 103.31%. The Department of Revenue updated the Gasoline Tax distribution in January based on our 2020 census, resulting in a greater distribution to the City.
- Fees and Permit revenues collected are tracking above straight line budget at 113.60%. There are 54 detached single family and 130 attached single family residential building permits issued out of the 153 budgeted starts. In addition, we have issued 18 commercial building permits.
- License revenues collected are tracking above straight line budget at 102.74%. Occupational license revenues collected are tracking ahead of expectation. Nearly all of the revenue is received in January when the licenses are due and staff anticipates a small amount throughout the fall for new builders to the area. Liquor licenses were processed after the public hearing in June.

- Municipal Court revenues collected are slightly below straight line budget at 82.78%. 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 Administration Department is above straight line budget at 97.50% and is primarily due to professional services associated with the proposed landfill to be developed on the northern border of Raymore just north of the Creekmoor subdivision in Kansas City.
- 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 Stormwater Department is above straight line budget at 108.20% due to emergency repairs.

Parks & Recreation Fund

Revenue:

Revenues are at 84% of budget 83.33% of the way through the year. Recreation revenues will continue to increase in late summer/fall with the start of fall sports including soccer, baseball and flag football. Rental revenues are anticipated to increase throughout the fall. Staff will monitor all revenue sources closely. Raymore Activity Center revenue continued to increase in August due to Summer Camp enrollments and will continue to increase in the fall with volleyball and basketball enrollments.

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 87.85% of straight line budget. Staff will continue to monitor all utility revenue closely throughout the year.

Expenditures:

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

01 -GENERAL FUND
 FINANCIAL SUMMARY

	PRIOR YEAR ENDING PO BAL.	PRIOR YEAR PO ADJUST.	REMAINING PRIOR YEAR PO BALANCE	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>									
<u>NON-DEPARTMENTAL</u>									
PROPERTY TAXES	0.00	0.00	0.00	1,768,168.00	5,880.30	1,841,110.03	0.00 (	72,942.03)	104.13
FRANCHISE TAXES	0.00	0.00	0.00	2,297,549.00	219,417.46	2,060,516.05	0.00	237,032.95	89.68
SALES TAXES	0.00	0.00	0.00	4,171,136.00	402,781.20	3,790,723.26	0.00	380,412.74	90.88
FEES AND PERMITS	0.00	0.00	0.00	657,655.00	14,781.03	747,126.22	0.00 (	89,471.22)	113.60
LICENSES	0.00	0.00	0.00	122,477.00	2,840.00	125,831.50	0.00 (	3,354.50)	102.74
MUNICIPAL COURT	0.00	0.00	0.00	251,228.00	22,402.53	207,954.96	0.00	43,273.04	82.78
MISCELLANEOUS	0.00	0.00	0.00	533,958.00	44,397.78	684,528.89	0.00 (	150,570.89)	128.20
TRANSFERS - INTERFUND	0.00	0.00	0.00	1,878,303.00	146,315.34	1,636,853.40	0.00	241,449.60	87.15
TOTAL NON-DEPARTMENTAL	0.00	0.00	0.00	11,680,474.00	858,815.64	11,094,644.31	0.00	585,829.69	94.98
<u>COVID-19</u>									
TOTAL REVENUES	0.00	0.00	0.00	11,680,474.00	858,815.64	11,094,644.31	0.00	585,829.69	94.98
<u>EXPENDITURE SUMMARY</u>									
NON-DEPARTMENTAL	0.00	0.00	0.00	1,961,327.00	12,500.00	1,906,327.00	0.00	55,000.00	97.20
ADMINISTRATION	0.00	0.00	0.00	1,450,179.34	122,942.55	1,409,222.68	4,753.96	36,202.70	97.50
INFORMATION TECHNOLOGY	1,963.50	1,963.50	0.00	799,844.16	49,778.42	645,522.89	14,725.70	139,595.57	82.55
ECONOMIC DEVELOPMENT	0.00	0.00	0.00	156,102.00	18,620.20	96,268.98	340.00	59,493.02	61.89
COMMUNITY DEVELOPMENT	0.00	0.00	0.00	783,784.80	85,424.79	656,720.79	2,226.81	124,837.20	84.07
ENGINEERING	0.00	0.00	0.00	488,249.00	49,209.63	406,872.99	488.75	80,887.26	83.43
STREETS	0.01	0.00	0.01	897,577.00	58,784.27	644,825.97	11,974.09	240,776.94	73.17
BUILDING & GROUNDS	0.00	0.00	0.00	381,246.00	32,505.22	282,654.71	5,877.26	92,714.03	75.68
STORMWATER	0.00	0.00	0.00	346,652.20	29,514.29	374,947.46	134.68 (	28,429.94)	108.20
COURT	0.00	0.00	0.00	141,289.23	14,320.15	115,329.48	213.59	25,746.16	81.78
FINANCE	0.00	0.00	0.00	837,024.00	76,460.38	708,989.13	8,460.49	119,574.38	85.71
COMMUNICATIONS	0.00	0.00	0.00	223,207.00	17,123.03	175,124.18	0.00	48,082.82	78.46
PROSECUTING ATTORNEY	0.00	0.00	0.00	24,400.00	4,000.00	18,000.00	2,000.00	4,400.00	81.97
POLICE	10,360.92	10,360.92	0.00	4,663,706.00	555,786.18	3,794,830.56	13,315.40	855,560.04	81.65
EMERGENCY MANAGEMENT	0.00	0.00	0.00	134,046.00	15,411.87	101,582.24	37.95	32,425.81	75.81
TOTAL EXPENDITURES	12,324.43	12,324.42	0.01	13,288,633.73	1,142,380.98	11,337,219.06	64,548.68	1,886,865.99	85.80
REVENUES OVER/(UNDER) EXPENDITURES	(12,324.43)	12,324.42 (	0.01)	(1,608,159.73)	(283,565.34)	(242,574.75)	(64,548.68)	(1,301,036.30)	19.10

25 -PARK FUND
 FINANCIAL SUMMARY

	PRIOR YEAR ENDING PO BAL.	PRIOR YEAR PO ADJUST.	REMAINING PRIOR YEAR PO BALANCE	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>									
<u>NON-DEPARTMENTAL</u>									
<u>PARKS DIVISION</u>									
PROPERTY TAXES	0.00	0.00	0.00	474,915.00	1,582.50	495,373.83	0.00	(20,458.83)	104.31
MISCELLANEOUS	0.00	0.00	0.00	2,470.00	3,021.67	27,011.36	0.00	(24,541.36)	1,093.58
FACILITY RENTAL REVENUE	0.00	0.00	0.00	13,075.00	1,650.00	10,655.00	0.00	2,420.00	81.49
TRANSFERS - INTERFUND	0.00	0.00	0.00	550,000.00	45,833.33	458,333.30	0.00	91,666.70	83.33
TOTAL PARKS DIVISION	0.00	0.00	0.00	1,040,460.00	52,087.50	991,373.49	0.00	49,086.51	95.28
<u>RECREATION DIVISION</u>									
CONCESSION REVENUE	0.00	0.00	0.00	60,000.00	514.25	23,866.25	0.00	36,133.75	39.78
FACILITY RENTAL REVENUE	0.00	0.00	0.00	44,575.00	525.00	8,269.50	0.00	36,305.50	18.55
PROGRAM REVENUE	0.00	0.00	0.00	244,200.00	31,364.32	240,077.92	0.00	4,122.08	98.31
TOTAL RECREATION DIVISION	0.00	0.00	0.00	348,775.00	32,403.57	272,213.67	0.00	76,561.33	78.05
<u>CENTERVIEW</u>									
FACILITY RENTAL REVENUE	0.00	0.00	0.00	70,675.00	5,836.25	47,535.97	0.00	23,139.03	67.26
PROGRAM REVENUE	0.00	0.00	0.00	9,600.00	3,230.00	6,360.00	0.00	3,240.00	66.25
TOTAL CENTERVIEW	0.00	0.00	0.00	80,275.00	9,066.25	53,895.97	0.00	26,379.03	67.14
<u>RAYMORE ACTIVITY CENTER</u>									
MISCELLANEOUS	0.00	0.00	0.00	2,490.00	0.00	1,941.00	0.00	549.00	77.95
CONCESSION REVENUE	0.00	0.00	0.00	2,000.00	0.00	707.25	0.00	1,292.75	35.36
FACILITY RENTAL REVENUE	0.00	0.00	0.00	24,825.00	790.00	8,453.75	0.00	16,371.25	34.05
PROGRAM REVENUE	0.00	0.00	0.00	218,325.00	10,933.68	113,781.57	0.00	104,543.43	52.12
TOTAL RAYMORE ACTIVITY CENTER	0.00	0.00	0.00	247,640.00	11,723.68	124,883.57	0.00	122,756.43	50.43
TOTAL REVENUES	0.00	0.00	0.00	1,717,150.00	105,281.00	1,442,366.70	0.00	274,783.30	84.00
<u>EXPENDITURE SUMMARY</u>									
PARKS DIVISION	0.00	0.00	0.00	962,496.90	100,899.34	799,723.75	15,393.68	147,379.47	84.69
RECREATION DIVISION	570.55	570.55	0.00	375,079.00	30,311.72	302,548.61	1,249.48	71,280.91	81.00
CENTERVIEW	0.00	0.00	0.00	102,771.04	8,231.93	70,876.26	1,114.61	30,780.17	70.05
RAYMORE ACTIVITY CENTER	0.00	0.00	0.00	263,628.54	52,278.93	260,848.63	635.14	2,144.77	99.19
TOTAL EXPENDITURES	570.55	570.55	0.00	1,703,975.48	191,721.92	1,433,997.25	18,392.91	251,585.32	85.24
REVENUES OVER/(UNDER) EXPENDITURES	(570.55)	570.55	0.00	13,174.52	(86,440.92)	8,369.45	(18,392.91)	23,197.98	76.08-

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	23,910.00	19,211.18	152,434.46	0.00	(128,524.46)	637.53
UTILITY REVENUE	0.00	0.00	0.00	9,909,642.00	1,076,158.19	8,573,281.05	0.00	1,336,360.95	86.51
TOTAL NON-DEPARTMENTAL	0.00	0.00	0.00	9,933,552.00	1,095,369.37	8,725,715.51	0.00	1,207,836.49	87.84
<u>COVID-19</u>									
MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	468.35	0.00	(468.35)	0.00
TOTAL COVID-19	0.00	0.00	0.00	0.00	0.00	468.35	0.00	(468.35)	0.00
<u>SRF SEWER BONDS</u>									
TOTAL REVENUES	0.00	0.00	0.00	9,933,552.00	1,095,369.37	8,726,183.86	0.00	1,207,368.14	87.85
<u>EXPENDITURE SUMMARY</u>									
NON-DEPARTMENTAL	0.00	0.00	0.00	600,000.00	49,900.18	499,900.18	0.00	100,099.82	83.32
WATER	83,576.74	83,576.74	0.00	3,731,906.08	397,941.77	3,179,370.06	(76,845.98)	629,382.00	83.14
SEWER	27,989.33	27,989.33	0.00	4,013,697.55	192,309.99	2,964,209.87	(25,482.25)	1,074,969.93	73.22
SOLID WASTE	0.00	0.00	0.00	1,992,431.00	160,108.97	1,377,134.53	0.00	615,296.47	69.12
TOTAL EXPENDITURES	111,566.07	111,566.07	0.00	10,338,034.63	800,260.91	8,020,614.64	(102,328.23)	2,419,748.22	76.59
REVENUES OVER/(UNDER) EXPENDITURES	(111,566.07)	111,566.07	0.00	(404,482.63)	295,108.46	705,569.22	102,328.23	(1,212,380.08)	199.74-

Investment Monthly Report

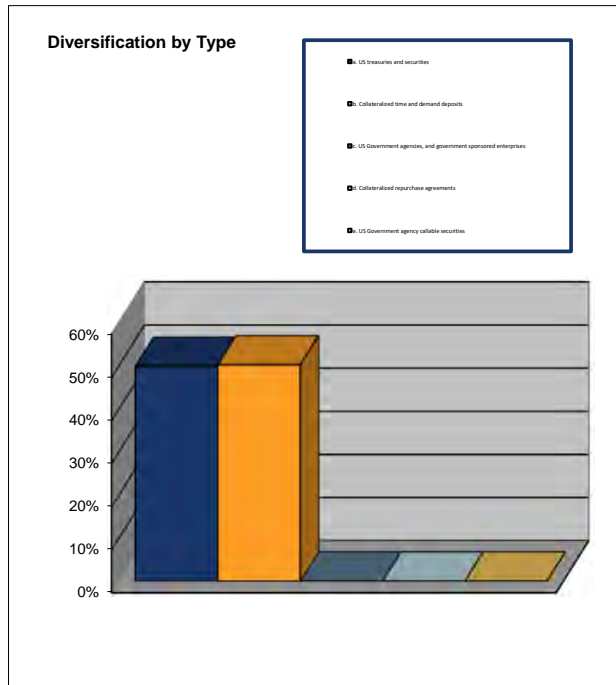
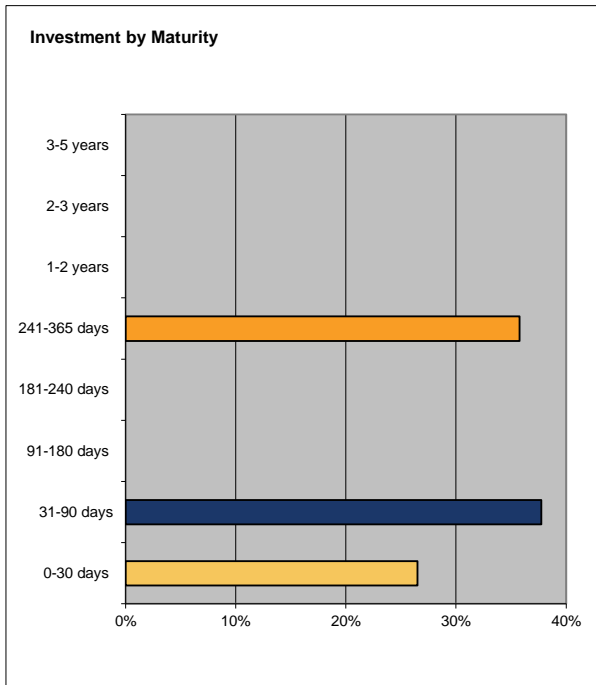
Investments Held at 08/31/2023

Purchase Date	Receipt #	Institution	Description	Restricted	Maturity Date	Principal	Par **	Yield	Market*
12/21/22	1154210	NASB	CD		12/21/23	2,000,000.00	2,000,000.00	4.5000	2,000,000.00
12/21/22	1154228	NASB	CD		12/21/23	2,000,000.00	2,000,000.00	4.5000	2,000,000.00
10/18/12		MOSIP	MOSIP POOLE- GENERAL FUND		NA	2,232,452.79	2,232,452.79	4.1600	2,232,452.79
06/03/16		MOSIP	MOSIP POOLE - GENERAL FUND		NA	1,067,780.89	1,067,780.89	4.1600	1,067,780.89
09/01/16		MOSIP	MOSIP POOLE - GENERAL FUND		NA	1,158,467.07	1,158,467.07	4.1600	1,158,467.07
08/10/23	296022720	COMMERCE	US TREASURY		08/08/24	2,170,000.00	2,170,000.00	5.2100	2,170,000.00
08/14/19	901472	CBR	CD	Fund 50	08/25/24	702,218.01	702,218.01	0.2000	702,218.01
09/11/22	902480	CBR	CD		09/11/23	2,008,423.68	2,008,423.68	3.6000	2,008,423.68
11/01/22	296021348	COMMERCE	US TREASURY	GO BOND	10/05/23	5,215,000.00	5,215,000.00	4.5950	5,215,000.00
08/10/23	296022721	COMMERCE	US TREASURY	JUSTICE CENTER	08/08/24	5,859,000.00	5,859,000.00	5.2100	5,859,000.00
Investment Total						24,413,342.44	24,413,342.44		24,413,342.44

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

Average Annual Rate of Return: **4.4940**

** 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
08/26/22	296021143	COMMERCE	US TREASURY		08/10/23	2,062,000.00	2,062,000.00	3.2580	365
08/31/22	60031560	COMMERCE	US TREASURY	JUSTICE CENTER	08/10/23	5,567,000.00	5,567,000.00	3.2780	365

Average Rate of Return on Maturities: **3.27**

August Grant Summary

New Grant Applications	Grantor	Award Amt. Requested / Match Required	Project / Item	Notification Timeline	Awarded / Denied
Emergency Mgmt. Performance Grant - 2023 (July 2022 - June 2023)	FEMA	\$32,008.28 (50% match)	Emer. Mgmt. activities incl: salaries, benef its, equip., sup plies, training & travel	Summer 2023	Pending

Current Grant Awards:	Grantor	Award Amt. / Match Required	Eligible Amount Expended to Date	Awards/ Reimbursements Rec'd. to Date	Grant Deadline
Police:					
State & Community Hwy. Safety Grant - DWI (Oct. 2022 - Sept. 2023)	MoDOT (Traffic & Hwy. Safety Division)	\$7,500 (no match)	\$5,000	\$4,705	09/30/22
State & Community Hwy. Safety Grant - HMV (Oct. 2022 - Sept. 2023)	MoDOT (Traffic & Hwy. Safety Division)	\$6,000 (no match)	\$5,558.46	\$4,810.06	09/30/22
Bulletproof Vest Partnership (Sept. 2019 - Aug. 2022)	DOJ	\$5,398 (50% match)	\$3,389.38	\$3,389.38	08/31/24
Parks:					
Emergency Management:					
Emergency Mgmt. Performance Grant - 2023 (July 2022 - June 2023)	FEMA	\$41,678.26 (50% match)	\$35,588.85	\$27,079.76	06/30/23
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	\$4,502,163.68	\$4,502,163.68	12/31/26
Community Development:					
Community Development	AARP	\$15,000	\$12,349.52	\$15,000.00	11/05/18

August Grant Summary

Past Grant Awards:	Grantor	Award Amount / Match Reqd.	<i>Eligible Amount</i> Expended to Date	Awards/ Reimbursements Rec'd. to Date	Grant Deadline
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Consent Agenda

THE RAYMORE CITY COUNCIL MET IN REGULAR SESSION ON MONDAY, SEPTEMBER 11, 2023 IN COUNCIL CHAMBERS AT 100 MUNICIPAL CIRCLE, RAYMORE, MISSOURI. MEMBERS PRESENT: MAYOR TURNBOW, COUNCILMEMBERS ABDELGAWAD, BAKER, BURKE III, ENGERT, FORSTER, HOLMAN, AND TOWNSEND. ALSO PRESENT: CITY MANAGER JIM FEUERBORN, ASSISTANT CITY MANAGER RYAN MURDOCK, AND CITY ATTORNEY JONATHAN ZERR.

1. Call to Order

Mayor Turnbow called the meeting to order at 6:00 p.m.

2. Roll Call

Recording Secretary Emily Jordan called roll; quorum present to conduct business. Councilmember Barber was absent.

Mayor Turnbow asked for a moment of silence in honor of the survivors and those that lost their lives on September 11, 2001.

3. Pledge of Allegiance

4. Presentation/Awards

5. Personal Appearances

6. Staff Reports

Assistant City Manager Ryan Murdock stated the Development services report was included in the packet. He noted the Starbucks tenant finish began today.

Mr. Murdock announced that Emergency Management Director Tim Baldwin had a baby boy this morning so couldn't be present to provide a report to Council. Mr. Murdock stated the Emergency Management Performance Grant funding amounts have been greatly reduced. Last year's award was \$83,000 and this year's will be \$64,000. He answered questions from Council.

Mr. Murdock announced items for the work session on September 18.

7. Committee Reports

8. Consent Agenda

A. City Council Meeting minutes, August 28, 2023

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

DISCUSSION: None

VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Baker	Aye
	Councilmember Barber	Absent
	Councilmember Burke III	Aye
	Councilmember Engert	Aye
	Councilmember Forster	Aye
	Councilmember Holman	Aye
	Councilmember Townsend	Aye

9. Unfinished Business

A. Prairie Lane Cost Share Agreement

BILL 3846: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE MAYOR TO ENTER INTO A COOPERATIVE COST SHARING AGREEMENT WITH CASS COUNTY, MISSOURI, FOR THE CONSTRUCTION OF TRANSPORTATION INFRASTRUCTURE IMPROVEMENTS TO PRAIRIE LANE."

Recording Secretary Emily Jordan conducted the second reading of Bill 3846 by title only.

MOTION: By Councilmember Abdelgawad, second by Councilmember Townsend to approve the second reading of Bill 3846 by title only.

DISCUSSION: None

VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Baker	Aye
	Councilmember Barber	Absent
	Councilmember Burke III	Aye
	Councilmember Engert	Aye
	Councilmember Forster	Aye
	Councilmember Holman	Aye
	Councilmember Townsend	Aye

Mayor Turnbow announced the motion carried and declared Bill 3846 as **Raymore City Ordinance 2023-071**.

B. Award of Contract - Fire Hydrant and Valve Replacement

BILL 3843: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH LEGACY UNDERGROUND CONSTRUCTION, INC FOR THE FIRE HYDRANT AND VALVE REPLACEMENT PROJECT, CITY PROJECT NUMBER 23-430-201/202, IN THE AMOUNT OF \$199,750.00 AND AUTHORIZING THE

CITY MANAGER TO APPROVE CHANGE ORDERS WITHIN ESTABLISHED BUDGET CONSTRAINTS.”

Recording Secretary Emily Jordan conducted the second reading of Bill 3843 by title only.

MOTION: By Councilmember Abdelgawad, second by Councilmember Townsend to approve the second reading of Bill 3843 by title only.

DISCUSSION: None

VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Baker	Aye
	Councilmember Barber	Absent
	Councilmember Burke III	Aye
	Councilmember Engert	Aye
	Councilmember Forster	Aye
	Councilmember Holman	Aye
	Councilmember Townsend	Aye

Mayor Turnbow announced the motion carried and declared Bill 3843 as **Raymore City Ordinance 2023-072.**

10. New Business

A. Award of Contract - Auditor

BILL 3848: “AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, APPROVING AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH DANA F. COLE & COMPANY, LLP TO SERVE AS THE INDEPENDENT AUDITOR FOR THE CITY FOR A THREE-YEAR PERIOD.”

Recording Secretary Emily Jordan conducted the first reading of Bill 3848 by title only.

Finance Director Elisa Williams reviewed the staff report included in the packet. The Government Finance Officers Association (GFOA) recommends state and local governmental entities obtain independent audits of their financial statements. The contract for these services is for a three-year period with the option to renew for two additional one-year periods, for a potential term of five years. Staff issued a Request for Qualifications, with Dana F. Cole & Company LLP as the only company to submit an RFQ. The proposed fee structure is \$33,000 for the first year and increasing \$1,000 each subsequent year. This is an increase of \$2,000 from the 2020 contract price. The scope of the audit has changed since the 2020 contract to include the implementation of GASB Statement No. 87, Accounting and Financial Reporting for Leases. This requires additional time and expertise in the preparation of our Combined Annual Financial Report by our auditors.

MOTION: By Councilmember Abdelgawad, second by Councilmember Townsend to approve the first reading of Bill 3848 by title only.

DISCUSSION: None

VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Baker	Aye
	Councilmember Barber	Absent
	Councilmember Burke III	Aye
	Councilmember Engert	Aye
	Councilmember Forster	Aye
	Councilmember Holman	Aye
	Councilmember Townsend	Aye

B. Google Franchise Agreement

BILL 3847: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO A NON-EXCLUSIVE PUBLIC RIGHT-OF-WAY LICENSE AGREEMENT WITH GOOGLE FIBER MISSOURI, LLC."

Recording Secretary Emily Jordan conducted the first reading of Bill 3847 by title only.

City Attorney Jonathon Zerr reviewed the staff report included in the packet. Bill 3847 seeks authority to execute a Nonexclusive Public Right-of-Way License Agreement with Google Fiber Missouri, LLC, allowing for the utilization of city right-of-way by Google for operation and maintenance of their fiber optic network. Google Fiber Missouri, LLC has operated its fiber optic network under the state video services franchise but desires to expand its network, and subsequent use of the right-of-way to include communication services such as broadband internet access service and voice over internet protocol services. This expanded network usage would exclude multichannel video programming services that would be otherwise subject to the video services franchise and telecommunications services. Given the change in usage, the City and Google Fiber Missouri, LLC have negotiated the terms of an agreement whereby Google Fiber Missouri, LLC would be allowed to install and operate its current network, along with its expansion into broadband internet access and voice over internet protocol services, within the public right-of-way in exchange for payment of a license fee totaling 1% of quarterly gross revenues of Google Fiber Missouri, LLC.

MOTION: By Councilmember Abdelgawad, second by Councilmember Townsend to approve the first reading of Bill 3847 by title only.

DISCUSSION: None

VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Baker	Aye

Councilmember Barber	Absent
Councilmember Burke III	Aye
Councilmember Engert	Aye
Councilmember Forster	Aye
Councilmember Holman	Aye
Councilmember Townsend	Aye

11. Public Comment

12. Mayor/Council Communication

Mayor Turnbow and Councilmembers congratulated Emergency Management Director Tim Baldwin on the birth of his baby, expressed sentiments surrounding 9/11 events, noted the success of the No Solicitor/Peddler stickers, and noted the upcoming Festival in the Park.

MOTION: By Councilmember Abdelgawad, second by Councilmember Townsend to adjourn to Executive Session to discuss litigation matters as authorized by §610.021(1).

ROLL CALL VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Baker	Aye
	Councilmember Barber	Absent
	Councilmember Burke III	Aye
	Councilmember Engert	Aye
	Councilmember Forster	Aye
	Councilmember Holman	Aye
	Councilmember Townsend	Aye

The regular meeting of the Raymore City Council adjourned to Executive Session at 6:20 p.m.

13. Adjournment

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

DISCUSSION: None

VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Baker	Aye
	Councilmember Barber	Absent
	Councilmember Burke III	Aye
	Councilmember Engert	Aye
	Councilmember Forster	Aye
	Councilmember Holman	Aye
	Councilmember Townsend	Aye

The regular meeting of the Raymore Council adjourned at 7:14 p.m.

Respectfully submitted,

Erica Hill
City Clerk

RESOLUTION 23-35

"A RESOLUTION OF THE CITY OF RAYMORE, MISSOURI, ACCEPTING THE 2022 FIRE HYDRANT REPLACEMENT PROJECT."

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

WHEREAS, the City Engineer 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 2022 Fire Hydrant Replacement Project is accepted.

Section 2. The final payment in the amount of \$26,706.06 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 25TH DAY OF SEPTEMBER, 2023, BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Baker
Councilmember Barber
Councilmember Burke III
Councilmember Engert
Councilmember Forster
Councilmember Holman
Councilmember Townsend

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature

Unfinished Business



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: September 11, 2023

SUBMITTED BY: Elisa Williams

DEPARTMENT: Finance

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

TITLE / ISSUE / REQUEST

Bill 3848: Award of Contract - Auditor

STRATEGIC PLAN GOAL/STRATEGY

4.3.3 Demonstrate our dedication to ethical behavior and transparency

FINANCIAL IMPACT

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

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
October 1, 2023	September 30, 2026

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

Contract
Bid forms
Engagement Letter

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

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

The contract for these services is for a three-year period with the option to renew for two additional one-year periods, for a potential term of five years. Staff issued a Request for Qualifications, with one firm responded to the current Request for Qualifications for Audit Services:

- Dana F. Cole & Company LLP

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

The proposed fee structure is \$33,000 for the first year and increasing \$1,000 each subsequent year. This is an increase of \$2,000 from the 2020 contract price. The scope of the audit has changed since the 2020 contract to include the implementation of GASB Statement No. 87, Accounting and Financial Reporting for Leases. This requires additional time and expertise in the preparation of our Combined Annual Financial Report by our auditors.

BILL 3848

ORDINANCE

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

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

WHEREAS, in accordance with the City of Raymore Purchasing Policy, city staff issued RFQ 23-007 to firms to serve as the independent auditor; and,

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

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

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

Section 2. Any Ordinance or part thereof which conflicts with this Ordinance shall be null and void.

Section 3. Effective Date. The effective date of approval of this Ordinance shall be coincidental with the Mayor’s signature and attestation by the City Clerk.

Section 4. Severability. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

DULY READ THE FIRST TIME THIS 11TH DAY OF SEPTEMBER, 2023.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 25TH DAY OF SEPTEMBER, 2023, BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Baker
Councilmember Barber
Councilmember Burke III
Councilmember Engert
Councilmember Forster
Councilmember Holman
Councilmember Townsend

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature



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

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

DANACOLE.COM

August 30, 2023

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

We are pleased to confirm our understanding of the services we are to provide the City of Raymore, Missouri, for the year ended October 31, 2023.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, and the disclosures, which collectively comprise the basic financial statements of the City of Raymore, Missouri, as of and for the year ended October 31, 2023. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City of Raymore, Missouri's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City of Raymore, Missouri's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis.
2. Budgetary Comparison Schedule(s).
3. Schedule of Employer's Contributions.
4. Schedule of Changes in Net Pension Liability

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

City of Raymore, Missouri
August 30, 2023
Page two

accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditors' report on the financial statements:

1. Schedule of Expenditures of Federal Awards.
2. Nonmajor Governmental Funds - Combined Balance Sheet.
3. Nonmajor Governmental Funds - Combined Schedule of Revenues, Expenditures, and Changes in Fund Balances.
4. Budgetary Comparison Schedule - Government Funds not included in RSI.

In connection with our audit of the basic financial statements, we will read the following other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report:

1. Introductory Section and Transmittal Letter.
2. Statistical Section.

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objectives also include reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

City of Raymore, Missouri
August 30, 2023
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Auditor's Responsibilities for the Audit of the Financial Statements and Single Audit

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We may also request written representations from your attorneys as part of the engagement, and they may bill you for this inquiry.

Our audit of financial statements does not relieve you of your responsibilities.

City of Raymore, Missouri
August 30, 2023
Page four

Audit Procedures - Internal Control

We will obtain an understanding of the government and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

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

Audit Procedures - Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City of Raymore, Missouri's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the City of Raymore, Missouri's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on the City of Raymore, Missouri's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

City of Raymore, Missouri
August 30, 2023
Page five

Other Services

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes of the City of Raymore, Missouri, in conformity with U.S. generally accepted accounting principles and the *Uniform Guidance* based on information provided by you.

These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

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

Responsibilities of Management for the Financial Statements and Single Audit

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with accounting principles generally accepted in the United States of America; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are also responsible for making drafts of financial statements, schedule of expenditures of federal awards, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and

City of Raymore, Missouri
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transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

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

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received, and COVID-19-related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains, and indicates that we have reported on, the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles (GAAP). You agree to include our report on the supplementary information in any document that contains, and

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

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

In connection with this engagement, we may communicate with you or others via email transmission. As emails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, we cannot guarantee or warrant that emails from us will be properly delivered and read only by the addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional disclosure of emails transmitted by us in connection with the performance of this engagement. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use of email transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of revenues or anticipated profits, or disclosure or communication of confidential or proprietary information.

With regard to including the auditor's report in an exempt offering document, you agree that the aforementioned auditor's report, or reference to Dana F. Cole & Company, LLP, will not be included in any such offering document without our prior permission or consent. Any agreement to perform work in connection with an exempt offering document, including an agreement to provide permission or consent, will be a separate engagement.

With regard to an exempt offering document with which Dana F. Cole & Company, LLP, is not involved, you agree to clearly indicate in the exempt offering document that Dana F. Cole & Company, LLP, is not involved with the contents of such offering document.

With regard to publishing the financial statements on your website, you understand that websites are a means of distributing information and, therefore, we are not required to read the information contained in those sites or to consider the consistency of other information on the website with the original document.

Engagement Administration, Fees, and Other

City of Raymore, Missouri
August 30, 2023
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We understand that your employees will prepare all cash, accounts receivable, or other confirmations and schedules we request and will locate any documents selected by us for testing. We will schedule the engagement based in part on deadlines, working conditions, and the availability of your key personnel. We will plan the engagement based on the assumption that your personnel will cooperate and provide assistance by performing tasks such as preparing requested schedules, retrieving supporting documents, and preparing confirmations. If, for whatever reason, your personnel are unavailable to provide the necessary assistance in a timely manner, it may substantially increase the work we have to do to complete the engagement within the established deadlines, resulting in an increase in fees over our original fee estimate.

As an attest client, Dana F. Cole & Company, LLP, cannot retain your documents on your behalf. This is in accordance with the ET 1.295.143 of the *AICPA Code of Professional Conduct*. The City of Raymore, Missouri, is responsible for maintaining its own data and records.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

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

The audit documentation for this engagement is the property of Dana F. Cole & Company, LLP, and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the Missouri State Auditor's Office or its designee. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Dana F. Cole & Company, LLP's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the Missouri State Auditor's Office or its designee. The Missouri State Auditor's Office or its designee may intend or decide to distribute the copies or information contained therein to others, including other governmental agencies.

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

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

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August 30, 2023
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personnel. Our audit engagement ends on delivery of our audit report. Any follow-up services that might be required will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific engagement letter for that service.

Our fee for these services will be at our standard hourly rates for the individuals involved. We estimate that our fees for these services will not exceed \$33,000 for the financial statement audit. In addition, our fees for the conduct of the Single Audit under the Uniform Guidance will be \$5,000 for the first major program. You will also be billed for travel and other out-of-pocket costs such as report production, word processing, postage, etc. The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Bills will be rendered as the work progresses with payment to be made upon presentation. Interest will be charged at the rate of 1% per month on balances in excess of 60 days. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination. Our audit engagement ends on delivery of our audit report. Any follow-up services that might be required will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific engagement letter for that service.

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

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

Reporting

We will issue written reports upon completion of our single audit. Our reports will be addressed to the City Council of the City of Raymore, Missouri. Circumstances may arise in which our reports may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If circumstances occur related to the condition of your records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming an opinion on the financial statements, we retain the right to take any course of action permitted by professional standards, including declining to express an opinion or issue a report, or withdrawing from the engagement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of

City of Raymore, Missouri
August 30, 2023
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internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

You have requested that we provide you with our most recent external peer review report and any subsequent reports received during the contract period. Accordingly, our 2020 peer review report accompanies this letter.

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

Yours truly,



KIM K. PEARSON
For the Firm

e-mail: kpearson@danacole.com

KKP:kmc

Enclosures

RESPONSE:

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

By: _____

Title: _____



Report on the Firm's System of Quality Control

January 21, 2021

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

We have reviewed the system of quality control for the accounting and auditing practice of Dana F. Cole & Company, LLP (the firm) in effect for the year ended February 29, 2020. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

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

Firm's Responsibility

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

Peer Reviewer's Responsibility

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

Required Selections and Considerations

Engagements selected for review included engagements performed under Government Auditing Standards, including compliance audits under the Single Audit Act, and an audit of an employee benefit plan.

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

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Dana F. Cole & Company, LLP in effect for the year ended February 29, 2020, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)*, or *fail*. Dana F. Cole & Company, LLP has received a peer review rating of *pass*.

Clark, Schaefer, Hackett & Co.

Certified Public Accountants



Peer Review
Program

State and AICPA Peer Review Program administered by the NVCPA for the following states: Idaho, Montana, Nebraska, Nevada, Utah, and Wyoming

June 07, 2021

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

Dear Kent Klute:

It is my pleasure to notify you that on June 02, 2021, the Nevada Peer Review Committee accepted the report on the most recent System Review of your firm. The due date for your next review is August 31, 2023. This is the date by which all review documents should be completed and submitted to the administering entity.

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

Thank you for your cooperation.

Sincerely,

A handwritten signature in black ink, appearing to read "K Arnold", is written over a light blue horizontal line.

Kary Arnold
Finance & Peer Review Program Manager
karnold@nevadacpa.org
(775) 826-6800

cc: Daniel Wernke, Ryan Bruns

Firm Number: 900010013136

Review Number: 576005

**QUALIFICATION FORM A
RFQu 23-007**

PROPOSAL VALIDITY AND COMMITMENT TO SIGN AGREEMENTS

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

FIRM NAME: Dana F. Cole & Company, LLP

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

Street

ADDRESS: Overland Park KS 66210

City

State

Zip

PHONE: 913.341.8200

E-MAIL: kpearson@danacole.com

DATE: 8.15.23
(Month-Day-Year)

 Pastor
Signature of Officer/Title

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

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

Check One:

MBE (Minority Owned Enterprise)

WBE (Women Owned Enterprise)

Small Business

QUALIFICATION FORM B RFQu 23-007

DISCLOSURES

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

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

Legal Matters

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

Yes No If yes, provide details in an attachment.

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

Yes No If yes, provide details in an attachment.

Required Representations

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

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

QUALIFICATION FORM C

RFQu 23-007

EXPERIENCE / REFERENCES

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

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

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

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

COMPANY NAME	City of Butler, Missouri
ADDRESS	22 West Ohio Street
	Butler, MO 64730
CONTACT PERSON	Corey Snead, City Clerk
PHONE NUMBER	660.679.4182
EMAIL	csnead@cityofbutlermo.com

COMPANY NAME	City of Odessa, Missouri
ADDRESS	228 South Second Street
	Odessa, MO 64076
CONTACT PERSON	Shawna Davis, City Administrator
PHONE NUMBER	816.230.5577
EMAIL	shawna.davis@cityofodessamo.com

COMPANY NAME	City of Peculiar, Missouri
ADDRESS	250 South Main Street
	Peculiar, MO 64078
CONTACT PERSON	Malea Yount-Neal, Finance Director
PHONE NUMBER	816.779.5212
EMAIL	myountneal@cityofpeculiar.com

COMPANY NAME	City of Harrisonville, Missouri
ADDRESS	300 East Pearl Street
	Harrisonville, MO 64701
CONTACT PERSON	Kim Hubbard, Finance Manager
PHONE NUMBER	816.380.8907
EMAIL	khubbard@harrisonville.com

State the number of Years in Business: 108

State the current number of personnel on staff: 210

AFFIDAVIT

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

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

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

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

KNOWINGLY: A person acts knowingly or with knowledge,

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

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

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

BEFORE ME, the undersigned authority, personally appeared Kim K. Pearson, who, being duly sworn, states on his oath or affirmation as follows:

Name/Consultant:

Kim K. Pearson

Company:

Dana F. Cole & Company, LLP

Address:

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

- 1 I am of sound mind and capable of making this Affidavit, and am personally acquainted with the facts stated herein.
- 2 Consultant is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the following services contracted between Contractor and the City of Raymore: Project #20-006
- 3 Consultant does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.
- 4 Attached hereto is documentation affirming Consultant's enrollment and

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

Dana F. Cole & Company, LLP



Signature

Name: Kim K. Pearson

Title: Partner

Subscribed and sworn to before me this 16 day of August, 2023.

STATE OF Kansas COUNTY OF Johnson

Notary Public: Briana L Wranosky

My Commission Expires: 7/13/2027



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

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



Company ID Number: 316938

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

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

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

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

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



Company ID Number: 316938

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

Employer Dana F. Cole & Company, LLP

Thomas Obrist

Name (Please Type or Print)

Title

Electronically Signed

Signature

04/05/2010

Date

Department of Homeland Security – Verification Division

USCIS Verification Division

Name (Please Type or Print)

Title

Electronically Signed

Signature

04/05/2010

Date

QUOTE FORM D (SUBMIT IN SEPARATE ENVELOPE)

RFQu 23-007

Cost of Services for the City of Raymore

First Year: \$33,000

Second Year: \$34,000

Third Year: \$35,000

Cost of Services for a Single Audit (if necessary)

First Year: \$5,000

Second Year: \$5,000

Third Year: \$5,000

Cost of Services for each of the **Incentive** Districts

First Year: \$4,000

Second Year: \$4,250

Third Year: \$4,500

Cost of Services for the preparation of Form 990 for the Raymore Community

First Year: \$700

Second Year: \$800

Third Year: \$900

BID
OF: Dana F. Cole & Company, LLP

(Firm Name)

DATE: August 15, 2023

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

Form D - Quote
RFQu: 23-007
Auditing Services
Firm Name



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: September 11, 2023

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 checked="" type="checkbox"/> Agreement	<input type="checkbox"/> Discussion	<input type="checkbox"/> Other	

TITLE / ISSUE / REQUEST

Bill 3847: Non-Exclusive ROW License Agreement with Google Missouri, LLC

STRATEGIC PLAN GOAL/STRATEGY

3.1.2 Focus development strategies on opportunities that align with comm. standards

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

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

Exhibit "A" Nonexclusive ROW Agreement

REVIEWED BY:

Jim Feueborn

BACKGROUND / JUSTIFICATION

Bill 3847 seeks authority to execute a Nonexclusive Public Right-of-Way License Agreement with Google Fiber Missouri, LLC, allowing for the utilization of city right-of-way by Google for operation and maintenance of their fiber optic network. Google Fiber Missouri, LLC has operated its fiber optic network under the state video services franchise but desires to expand its network, and subsequent use of the right-of-way to include communication services such as broadband internet access service and voice over internet protocol services. This expanded network usage would exclude multichannel video programming services that would be otherwise subject to the video services franchise and telecommunications services. Given the change in usage, the City and Google Fiber Missouri, LLC have negotiated the terms of an agreement whereby Google Fiber Missouri, LLC would be allowed to install and operate its current network, along with its expansion into broadband internet access and voice over internet protocol services, within the public right-of-way in exchange for payment of a license fee totaling one percent (1%) of quarterly gross revenues of Google Fiber Missouri, LLC.

BILL 3847

ORDINANCE

“AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE CITY MANAGER TO ENTER INTO A NON-EXCLUSIVE PUBLIC RIGHT-OF-WAY LICENSE AGREEMENT WITH GOOGLE FIBER MISSOURI, LLC.”

WHEREAS, the City maintains and exercises jurisdiction over the use of public rights-of-way within its corporate boundaries; and,

WHEREAS, the City has allowed for public infrastructure including public service utilities and communications lines to be installed within the public rights-of-way within its corporate boundaries; and,

WHEREAS, Google Fiber Missouri, LLC owns, operates, and controls a fiber optic infrastructure network within city owned right-of-way; and,

WHEREAS, the fiber optic infrastructure includes above and underground fiber optic cables lines, wires, or strands; underground conduits, vaults, access manholes and handholes; electronic equipment; power generators; batteries; pedestals; boxes; cabinets; vaults; and other similar facilities; and,

WHEREAS, Google Fiber Missouri, LLC has operated its fiber optic infrastructure under the state video services franchise but desires to expand its network and subsequent use of the right-of-way to include communication services such as broadband internet access service and voice over internet protocol services; and,

WHEREAS, the expanded network usage would exclude multichannel video programming services that would be otherwise subject to the video services franchise and telecommunications services; and,

WHEREAS, the City and Google Fiber Missouri, LLC have negotiated the terms of an agreement whereby Google Fiber Missouri, LLC would be allowed to install and operate its current network along with its expansion into broadband internet access and voice over internet protocol services within the public right-of-way in exchange for payment of a license fee totaling one percent (1%) of quarterly gross revenues of Google Fiber Missouri, LLC.

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

Section 1. The City Manager is hereby directed to enter into a Non-Exclusive Public Right-of-Way License Agreement with Google Fiber Missouri, LLC for nonexclusive use of the City owned and controlled right-of-way, in exchange for payment of the license fee totaling one percent (1%) of quarterly gross revenues of Google Fiber Missouri, LLC.

Section 2. The City Manager and City Clerk are hereby authorized to execute the contractual agreement attached hereto and incorporated by reference herein 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 11TH DAY OF SEPTEMBER, 2023.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 25TH DAY OF SEPTEMBER, 2023, BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Baker
Councilmember Barber
Councilmember Burke III
Councilmember Engert
Councilmember Forster
Councilmember Holman
Councilmember Townsend

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature

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NON-EXCLUSIVE PUBLIC ROW LICENSE AGREEMENT

This Non-Exclusive Public ROW License Agreement (“**Agreement**”) is entered into by and between the **City of Raymore**, a municipality existing under the laws of the State of Missouri (“**City**”), and **Google Fiber Missouri, LLC**, a Missouri limited liability company, and its direct parent, and its direct parent’s subsidiaries, successors, or assigns (“**Licensee**”).

RECITALS

- A. City has jurisdiction over the use of the public rights-of-way within the City (“**Public ROW**”).
- B. Licensee owns, maintains, operates, and controls a fiber optic infrastructure network in the Public ROW (“**Network**”).
- C. The Network consists of equipment and facilities that may include aerial or underground fiber optic cables, lines, wires, or strands; underground conduits, vaults, access manholes and handholes; electronic equipment; power generators; batteries; pedestals; boxes; cabinets; vaults; and other similar facilities (“**Network Facilities**”).
- D. Prior to the Effective Date (as defined herein), Licensee operated the Network pursuant to an appropriate state or local video services franchise. Licensee may desire to, and City may desire to license Licensee to, continue to use and occupy Public ROW in order to install, operate, and maintain its Network for the purposes of offering certain communications services (“**Services**”), including broadband Internet access service as defined in 47 C.F.R. § 8.1(b) (“**Broadband Internet Services**”) and Voice over Internet Protocol services, but excluding multichannel video programming services that would be subject to a video services franchise and telecommunications services as defined in 47 C.F.R. § 153(53), to residents and businesses in City (“**Customers**”).

AGREEMENT

In consideration of the mutual promises made below, City and Licensee agree as follows:

1. Permission to Use and Occupy.

- 1.1. Permission to Use and Occupy Public ROW. Upon the License Commencement Date, City grants Licensee permission to use and occupy the Public ROW (the “**License**”) for the purpose of constructing, installing, repairing, maintaining, operating, and if necessary removing the Network and the related Network Facilities (the “**Work**”). This Agreement and the License do not authorize Licensee to use any property other than the Public ROW as agreed herein. Licensee’s use of any other City property, including poles and conduits, will be governed under a separate Agreement regarding that use.
- 1.2. License Commencement Date. The License will be effective upon the later of the date on which (a) (i) Licensee has discontinued provision of facilities-based linear video services to Customers, (ii) Licensee has taken all actions necessary under its state or local video services franchise to terminate such franchise and such franchise has

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terminated, and (iii) Licensee has notified the City of (i) and (ii); or (b) the Effective Date ("**License Commencement Date**").

- 1.3. Subject to State and Local Law. This Agreement and the License are subject to City's valid authority under state and local laws as they exist now or may be amended from time-to-time, and subject to the conditions set forth in this Agreement.
- 1.4. Subject to City's Right to Use Public ROW. This Agreement and the License are subject and subordinate to City's prior and continuing right to use the Public ROW, including constructing, installing, operating, maintaining, repairing, or removing sewers, water pipes, storm drains, gas pipes, utility poles, overhead and underground electric lines and related facilities, and other public utility and municipal uses.
- 1.5. Subject to Pre-Existing Property Interests. City's grant of the License is subject to all valid pre-existing easements, restrictions, conditions, covenants, encumbrances, claims of title or other property interests that may affect the Public ROW. Licensee will obtain at its own cost and expense any permission or rights as may be necessary to accommodate such pre-existing property interests.
- 1.6. No Grant of Property Interest. The License does not grant or convey any property interest.
- 1.7. Non-Exclusive. The License is not exclusive. City expressly reserves the right to grant licenses, permits, franchises, privileges or other rights to any other individual, corporation, partnership, limited liability company, trust, joint stock company, business trust, unincorporated association, joint venture, governmental authority or other entity of any nature whatsoever ("**Person**"), as well as the right in its own name as a city, to use Public ROW for similar or different purposes allowed Licensee under this Agreement.

2. Licensee's Obligations.

- 2.1. Individual Permits Required. Licensee will obtain City's approval of required individual encroachment, construction, and other necessary permits before placing its Network Facilities in the Public ROW or other property of City as authorized. Licensee will pay all lawful processing, field marking, engineering, and inspection fees associated with the issuance of individual permits by City.
- 2.2. Licensee's Sole Cost and Expense. Licensee will perform the Work at its sole cost and expense.
- 2.3. Compliance with Laws. Licensee will comply with all applicable laws and regulations when performing the Work. Licensee will place its Network Facilities in conformance with the required permits, plans, and drawings approved by City.
- 2.4. Reasonable Care. Licensee will exercise reasonable care when performing the Work and will use commonly accepted practices and equipment to minimize the risks of personal injury, property damage, soil erosion, and pollution of surface or groundwater. Licensee shall provide a point of contact to City, including the name and telephone number of said contact during any period of time that Licensee is conducting work

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within the City Public ROW on the Network Facilities. The Licensee's point of contact will be an authorized representative of Licensee with authority to direct the employees, agents, contractors, or subcontractors of Licensee as to the method and manner of work being performed within the Public ROW on the Network Facilities. Licensee's point of contact shall be available while Licensee is conducting work within the City Public ROW to ensure that any work is done in a manner consistent with reasonable care, and in such a way as to avoid causing a nuisance.

- 2.5. No Nuisance. Licensee will maintain its Network Facilities in good and safe condition so that its Network Facilities do not cause a public nuisance.
- 2.6. Repair. Licensee will promptly repair any damage to the Public ROW, City property, or private property if such damage is directly caused by Licensee's Work and no other Person is responsible for the damage (e.g., where a Person other than Licensee fails to accurately or timely locate its underground facilities as required by applicable law). Licensee will repair the damaged property to a condition equal to or better than that which existed prior to the damage, but no less than the standards required pursuant to the City's Code of Ordinances. If the Licensee fails, neglects or refuses to restore the City-owned right of way or City property to at least their former condition within the time specified in applicable City ordinances, then, after providing 72 hours' notice to the Licensee, the City may do all of such work at the cost and expense of the Licensee, for which the Licensee shall reimburse the City within a reasonable amount of time after the presentation of a bill therefor by the City. The City shall grant any request by the Licensee to extend the time to restore the City-owned right of way or City property if the City determines that performance by the Licensee within the permitted time was rendered impossible because of events which were beyond reasonable control of the Licensee. Such extension shall be for the shortest period necessary to complete the restoration.
- 2.7. As-Built Drawings and Maps. Licensee will maintain accurate as-built drawings and maps of its Network Facilities located in City and will provide them to City upon reasonable request and on a mutually-agreed timetable (e.g., piecemeal following the closure of each permit, or all at once after all the Work is complete), subject to applicable confidentiality protections.
- 2.8. Network Design. Nothing in this Agreement requires Licensee to build to all areas of City, and Licensee retains the discretion to determine the scope, location, and timing of the design and construction of the Network Facilities.

3. City's Obligations.

- 3.1. Emergency Removal or Relocation by City. In the event of a public emergency that creates an imminent threat to the health, safety, or property of City or its residents, City may remove or relocate the applicable portions of the Network Facilities with prior notice to Licensee. City will promptly provide to Licensee a written description of any emergency removals or relocations of Licensee's Network Facilities. Licensee will reimburse City for its actual, reasonable, and documented costs or expenses incurred for any such work performed by City. Licensee's obligation to reimburse City under this

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Section will be separate from Licensee's obligation to pay the License Fee (as defined below).

- 3.2. Relocation to Accommodate Governmental Purposes. If Licensee's then-existing Network Facilities would interfere with City's planned use of the Public ROW or other City property for a legitimate governmental purpose, such as the construction, installation, repair, maintenance, or operation of a new water, sewer, or storm drain line, or a public road, curb, gutter, sidewalk, park, or recreational facility, Licensee will, upon written notice from City, relocate its Network Facilities at Licensee's own expense to such other location or locations in the Public ROW as may be mutually agreed by the parties, taking into account the needs of the City's governmental purpose and Licensee's interest in maintaining the integrity and stability of its Network. Licensee will relocate its Network Facilities within a commercially reasonable period of time agreed to by the parties, taking into account the urgency of the need for relocation, the difficulty of the relocation, and other relevant facts and circumstances, except that City may not require Licensee to relocate or remove its Network Facilities with less than sixty (60) days' notice.
- 3.3. Relocation to Accommodate Non-Governmental Purposes. If Licensee's then-existing Network Facilities would interfere with (a) City's planned use of the Public ROW for a non-governmental (e.g., commercial) purpose, or (b) a third-party's use of the Public ROW, Licensee will not be required to relocate its Network Facilities.
- 3.4. Non-Discrimination. City will at all times treat Licensee in a non-discriminatory manner as compared to other non-incumbent holders of local or state franchise authority offering facilities-based broadband Internet access services.
- 3.5. Any agreements between City and Licensee that provide Licensee access to public infrastructure, poles, conduits, assets, and Public ROW will be available to other network operators that offer broadband Internet access services, on rates, terms, and conditions that are as favorable as those City provides Licensee for the same access (recognizing that the equivalent consideration afforded by other service providers may be different from the License Fee).
- 3.6. Post-Removal Restoration of Public ROW. When removal or relocation is required under this Agreement, Licensee will, after the removal or relocation of the Network Facilities, at its own cost, repair and return the Public ROW in which the facilities were located to a safe and satisfactory condition in accordance with the construction-related conditions and specifications as established by City.

4. Contractors and Subcontractors.

- 4.1. Use of Contractors and Subcontractors. Licensee may retain contractors and subcontractors to perform the Work on Licensee's behalf.
- 4.2. Contractors to be Licensed. Licensee's contractors and subcontractors used for the Work will be properly licensed under applicable law.
- 4.3. Authorized Individuals. Licensee's contractors and subcontractors may submit individual permit applications to City on Licensee's behalf, so long as the permit

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applications are signed by individuals that Licensee has authorized to act on its behalf via a letter of authorization provided to City in the form attached as **Exhibit A** (“**Authorized Individuals**”). City will accept permit applications under this Agreement submitted and signed by Authorized Individuals, and will treat those applications as if they had been submitted by Licensee under this Agreement.

5. **License Fee.** Licensee will pay City a fee (“**License Fee**”) to compensate City for Licensee’s use and occupancy of Public ROW pursuant to the License. Licensee and City acknowledge and agree that the License Fee provides fair and reasonable compensation for Licensee’s use and occupancy of Public ROW and other City property as authorized. The License Fee will begin accruing on the License Commencement Date (as defined herein) and will be calculated as set forth in Section 5.1.

5.1. **License Fee.** Licensee will pay City one percent (1%) (the “**Revenue Percentage**”) of Gross Revenues for a calendar quarter, remitted within forty five (45) days of the end of each calendar quarter, commencing on the License Commencement Date. The payment will be accompanied by a report showing the basis for the computation and such other relevant facts as may be required by City to determine the accuracy of the payment.

5.1.1. As used herein, “**Gross Revenues**” means all consideration of any kind or nature, including without limitation, cash, credits, property, and in-kind contributions (services or goods) received by Licensee from Customers for Broadband Internet Services that are provided to Customers through Network Facilities located at least in part in Public ROW.

5.1.2. Gross Revenues do not include:

- (i) any revenue not actually received, even if billed, such as bad debt;
- (ii) refunds, rebates, or discounts made to Customers, or City;
- (iii) revenue received from the sale of Broadband Internet Services for resale in which the purchaser is required to collect and remit similar fees from the purchaser’s customer;
- (iv) revenue derived from the provision of Broadband Internet Services to Customers where none of the Network Facilities used to provide such Broadband Internet Services are located in Public ROW;
- (v) any forgone revenue from Licensee’s provision of Broadband Internet Services to Customers at no charge if required by state law;
- (vi) any revenue derived from advertising;
- (vii) any revenue derived from Services other than Broadband Internet Services, including without limitation, any revenue derived from rental of modems or other equipment used to provide or facilitate the provision of the Broadband Internet Services;

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- (viii) any revenue derived from referral or marketing agreements with third party providers of online services which Licensee may make available to Customers;
 - (ix) any tax of general applicability imposed upon Licensee or its Customers by City or by any state, federal, or any other governmental entity, and required to be collected by Licensee and remitted to the taxing entity (including but not limited to sales and use tax, gross receipts tax, excise tax, utility users tax, public service tax, communications taxes, and fees not imposed by this Agreement);
 - (x) any forgone revenue from Licensee's provision, in Licensee's discretion, of free or reduced cost Broadband Internet Services to any Person, including without limitation employees of Licensee; provided, however, that any forgone revenue which Licensee chooses not to receive in exchange for trades, barter, services, or other items of value will be included in Gross Revenues; and
 - (xi) sales of capital assets or sales of surplus equipment.
- 5.2. Pass Through. Licensee may identify and collect, as a separate item on the regular bill of any Customer whose Broadband Internet Services are provided by Network Facilities located at least in part in Public ROW, that Customer's pro rata amount of the License Fee.
- 5.3. Interest on Late Payments. Any payments that are due and payable under this Agreement that are not received within sixty (60) days from the specified due date will be assessed interest at an annual rate equal to the prevailing commercial prime interest rate in effect upon the due date.
- 5.4. Change in Law. Notwithstanding anything to the contrary herein, in the event of a change in applicable law that (i) prohibits collection by any municipality or franchising authority of any fee, including franchise fees, from any provider of video programming or communications services, including broadband Internet services, or (ii) reduces the percentage of revenue on which the fee, including franchise fee, paid by any provider of video programming or communications services is based to a percentage that is lower than the Revenue Percentage, then Licensee will have no obligation to pay the Licensee Fee or to pay a Licensee Fee based on the Revenue Percentage, as the case may be. In the case of a reduction in the percentage of revenue on which such fees may be based, the Revenue Percentage will be commensurately reduced.

6. Defense and Indemnity.

Obligations. Licensee will defend City, its officers, elected representatives, and employees, and indemnify them against any (a) settlement amounts approved by Licensee; and (b) damages and costs finally awarded against the indemnified party by a competent tribunal in any legal proceeding filed by a third party for property damage, personal injury, or death to the extent caused by the gross negligence or willful misconduct of Licensee or its contractors arising from this Agreement ("**Third Party Legal Proceeding**").

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- 6.1 **Exclusions.** Section 6 (Defense and Indemnity) will not apply to the extent the underlying allegation (a) arises from or is related to the negligence or willful misconduct of an indemnified party while acting in their official capacity or (b) is made by City's employee while acting in their official capacity and covered under applicable workers' compensation laws.
7. **Limitation of Liability.** NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES IN CONNECTION WITH THIS AGREEMENT. THE PARTIES ACKNOWLEDGE THAT THIS LIMITATION WILL BE SUBJECT TO AND MAY BE LIMITED BY APPLICABLE LAW.
8. **Performance Bond.** If Licensee has not previously provided City with a performance bond under any prior agreement, Licensee will, promptly after the License Commencement Date, provide City with a performance bond in the amount of ten thousand dollars (\$10,000) naming City as obligee and guaranteeing Licensee's faithful performance of its obligations under this Agreement. The performance bond will remain in full force during the Term of this Agreement. At Licensee's election, any performance bond previously provided by Licensee to City and associated with its state or local video service franchise may be applied to its obligations, in whole or in part, under this paragraph.
9. **Insurance.**
- 9.1. Licensee will carry and maintain:
- 9.1.1. Commercial General Liability (CGL) insurance, with policy limits not less than \$2,000,000 in aggregate and \$2,000,000 for each occurrence covering bodily injury and property damage with the following features: (a) CGL primary insurance endorsement; and (b) CGL policy will include an endorsement which names City, its employees, and officers as additional insureds.
- 9.1.2. Workers' Compensation insurance with policy limits not less than the City's requirements.
- 9.2. All insurance certificates, endorsements, coverage verifications and other items required pursuant to this Agreement will be mailed directly to City's insurance compliance representative upon City's written request.
- 9.3. Should the General Assembly of Missouri or the courts of the State of Missouri modify the rule of sovereign immunity by increasing the potential liability of the City beyond these amounts, upon notice from the City, the Company shall provide liability insurance which will meet or exceed those new amounts.
10. **Term.** This Agreement is effective on the later of (a) the date the last party to sign executes this Agreement and (b) the date on which any implementing ordinance becomes effective in accordance with its terms and state law ("**Effective Date**"). The Agreement will expire automatically on the tenth ___ anniversary of the License

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Commencement Date (“**Original Term**”), unless earlier terminated in accordance with the provisions herein. Thereafter, the Agreement will automatically renew for successive 5-year terms (each a “**Renewal Term**”) unless a party provides at least six (6) months’ prior written notice to the other party of its intent not to renew.

11. Termination.

11.1. Termination by City. City may terminate this Agreement if Licensee is in material breach of the Agreement, provided that City must first provide Licensee written notice of the breach and ninety (90) days to cure, unless the cure cannot reasonably be accomplished in that time period, in which case Licensee must commence its efforts to cure within that time period and the cure period will continue as long as such diligent efforts continue. No termination under this paragraph will be effective until the relevant cure period has expired.

11.2. Termination by Licensee. Licensee may terminate this Agreement for convenience upon ninety (90) days written notice to City.

12. Assignment. Except as set forth below, neither party may assign or transfer its rights or obligations under this Agreement, in whole or part, to a third party, without the written consent of the other party. Any agreed upon assignee will take the place of the assigning party.

12.1. Notwithstanding the foregoing, Licensee may at any time, on written notice to City, assign this Agreement or any or all of its rights and obligations under this Agreement:

12.1.1. to any Affiliate (as defined below) of Licensee;

12.1.2. to any successor in interest of Licensee’s business operations in City in connection with any merger, acquisition, or similar transaction if Licensee determines after a reasonable investigation that the successor in interest has the resources and ability to fulfill the obligations of this Agreement; or

12.1.3. to any purchaser of all or substantially all of Licensee’s Network Facilities in City if Licensee determines after a reasonable investigation that the purchaser has the resources and ability to fulfill the obligations of this Agreement.

12.2. Following any assignment of this Agreement to an Affiliate, Licensee will remain responsible for such Affiliate’s performance under the terms of this Agreement. For purposes of this Section, (a) “Affiliate” means any Person that now or in the future, directly or indirectly controls, is controlled with or by, or is under common control with Licensee; and (b) “control” means, with respect to: (i) a U.S. corporation, the ownership, directly or indirectly, of fifty percent (50%) or more of the voting power to elect directors thereof, or (ii) a non-U.S. corporation, if the voting power to elect directors thereof is less than fifty percent (50%), the maximum amount allowed by applicable law; and (iii) any other Person, fifty percent (50%) or more ownership interest in said Person, or the power to direct the management of such Person.

13. City Oversight. City may examine the business records of Licensee as permitted under applicable law, during reasonable times and following no less than thirty (30) days’ prior

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written notice, and only to the extent reasonably necessary to ensure compliance with Section 5. Licensee will keep business records reflecting its Gross Revenues for at least two (2) years.

- 14. Notice.** All notices related to this Agreement will be in writing and sent, if to Licensee to the email addresses set forth below, and if to City to the address set forth in City's signature block to this Agreement. Notices are effective (a) when delivered in person, (b) upon confirmation of a receipt when transmitted by electronic mail, (c) on the next business day if transmitted by registered or certified mail, postage prepaid (with confirmation of delivery), (d) on the next business day if transmitted by overnight courier (with confirmation of delivery), or (e) three (3) days after the date of mailing, whichever is earlier.

Licensee's e-mail address for notice is googlefibernotices@google.com, with a copy to legal-notices@google.com.

- 15. General Provisions.** This Agreement is governed by the laws of the state where City is located. This Agreement sets out all terms agreed between the parties and supersedes all previous or contemporaneous agreements between the parties relating to its subject matter. This Agreement, including any exhibits, constitutes the entire agreement between the parties related to this subject matter, and any change to its terms must be in writing and signed by the parties. The parties may execute this Agreement in counterparts, including facsimile, PDF, and other electronic copies, which taken together will constitute one instrument. Each party to this Agreement agrees that Licensee may use electronic signatures.

[Signature page follows]

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Signed by authorized representatives of the parties on the dates written below.

Google Fiber Missouri, LLC

The City of Raymore

(Authorized Signature)

(Authorized Signature)

Philipp Schindler
Philipp Schindler
Authorized Signatory

2023.09.21

10:28:25 -07'00'

(Name)

(Title)

(Title)

Address:
1600 Amphitheatre Parkway
Mountain View, CA 94043

Address:

Date: _____

Date: _____

APPROVED AS TO FORM:

Assistant City Attorney



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EXHIBIT A FORM OF LETTER OF AUTHORIZATION

[LICENSEE LETTERHEAD]

[Date]

Via Email ([Email Address])

Raymore

[Addressee]

[Address]

Re: [Amended] Letter of Authorization

Dear [Name],

In accordance with Section 4.3 of the Non-Exclusive Public ROW License Agreement dated [redacted] between the **City of Raymore** and **Google Fiber Missouri, LLC** (“**Google Fiber**”), Google Fiber hereby designates the following Authorized Individuals (as that term is defined in the Agreement), who may submit and sign permit applications and other submissions to the City on behalf of Google Fiber. *[If applicable: This letter amends and supersedes the Letter of Authorization dated _____.]*

[Insert name and title for each Authorized Individual, including any Authorized Individual previously named and whose authority continues. Strike through the names of any individuals who are no longer authorized, if any.]

1. Name, Title
2. Name, Title
3. Name, Title (previously authorized, authorization continues)
4. Name, Title (authorization withdrawn)

This authorization may be withdrawn or amended and superseded by a written amendment to this Letter of Authorization, which will be effective 24 hours after receipt by the City.

Kind regards,

[Name]

Manager, **Google Fiber Missouri, LLC**

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New Business



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: September 25, 2023

SUBMITTED BY: David Gress

DEPARTMENT: Development Services

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

TITLE / ISSUE / REQUEST

Bill 3842: 36th Amendment to the Unified Development Code

STRATEGIC PLAN GOAL/STRATEGY

2.1.4 Review and expand strategies that promote and enforce code requirements

FINANCIAL IMPACT

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

PROJECT TIMELINE

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

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission: Planning and Zoning Commission
Date: September 5, 2023
Action/Vote: 7-0

LIST OF REFERENCE DOCUMENTS ATTACHED

Staff Report

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

In August 2023, the Planning and Zoning Commission completed the annual review of the Unified Development Code (UDC) and directed staff to prepare the 36th amendment to the UDC, incorporating the code changes as recommended by staff.

Five sections of the UDC are proposed to be amended that provide clarity and updates to three separate topics, including:

1. Updated marijuana regulations based on the changes to State Statutes
2. Fencing requirements on residential corner lots
3. Approval process for utility easement vacations

At its September 5, 2023 meeting, the Planning and Zoning Commission voted 7-0 to recommend approval of the proposed 36th amendment to the Unified Development Code.

BILL 3842

ORDINANCE

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

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

WHEREAS, the Planning and Zoning Commission held a public hearing on the proposed 36th Amendment to the Unified Development Code on September 5, 2023, and is forwarding the amendment to the Council with a recommendation of approval; and,

WHEREAS, the Council held a public hearing on the proposed 36th Amendment to the Unified Development Code on September 25, 2023, and accepted the recommendation of the Planning and Zoning Commission.

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

Section 1. Section 410.020(H) of the Unified Development Code is hereby repealed in its entirety and re-enacted as follows:

CHAPTER 410.020(H) - USE TABLE

Medical Comprehensive Marijuana									
Cultivation Facility (Outdoor)	-	-	-	-	C	C	C	-	Section 420.030N
Cultivation Facility (Indoor)	-	-	-	-	P	P	P	-	Section 420.030N
Dispensary Facility	-	P	P	P	P	P	P	-	Section 420.030N
Infused Products Manufacturing Facility	-	-	-	-	P	P	P	-	Section 420.030N
Testing Facility	P	P	P	P	P	P	P	-	Section 420.030N
Transportation	-	-	-	-	P	P	P	-	Section

Facility									420.030N
Microbusiness Dispensary Facility	-	P	P	P	P	P	P		Section 420.030N
Microbusiness Wholesale Facility	-	-	-	-	P	P	P		Section 420.030N

Section 2. Section 420.030(N) of the Unified Development Code is hereby repealed in its entirety and re-enacted as follows:

N. ~~Medical~~ **Comprehensive** Marijuana Facilities. ~~Medical~~ **Comprehensive** marijuana related uses and facilities as defined in Article **XIV** of the State of Missouri Constitution must comply with the following standards: **[Amendment 31 – Ordinance 2019-048, 7-22-2019]**

1. Location Restrictions:

- a. No outdoor ~~medical~~ **comprehensive** marijuana cultivation facility, **or microbusiness wholesale facility** shall be operated or maintained:
 - (i) Within one thousand (1,000) feet of an elementary or secondary school, day-care center, or religious assembly; or
 - (ii) Within one thousand (1,000) feet of any residence.
- b. No indoor ~~medical~~ **comprehensive** marijuana cultivation facility, **or microbusiness wholesale facility** shall be operated or maintained:
 - (i) Within five hundred (500) feet of an elementary or secondary school, day-care center, or religious assembly; or
 - (ii) Within five hundred (500) feet of any residence.
- c. No ~~medical~~ **comprehensive** marijuana infused products manufacturing facility or transportation facility shall be operated or maintained:
 - (i) Within five hundred (500) feet of an elementary or secondary school, day-care center, or religious assembly; or
 - (ii) Within five hundred (500) feet of any residence.
- d. No ~~medical~~ **comprehensive** marijuana dispensary, **microbusiness dispensary facility** or testing facility shall be operated or maintained:
 - (i) Within five hundred (500) feet of an elementary or secondary school, day-care center, or religious assembly; or

- (ii) Within one hundred (100) feet of any residence.
- e. In the case of a free-standing ~~medical~~ **comprehensive** marijuana facility, the distance between the facility and a school, day-care center, religious assembly or residence shall be measured from the property line of the facility to the closest point of the property line of the school, day-care center, or religious assembly, or to the closest point of a residence.
 - f. In the case of a ~~medical~~ **comprehensive** marijuana facility that is part of a multi-tenant building, the distance between the facility and the school, day-care center, religious assembly or residence shall be measured from the property line of the school, day-care center, or religious assembly or the closest point of a residence to the facility's entrance. If the school, day-care center, or religious assembly is also located in a multi-tenant building, then the distance shall be measured from the closest entrance of each use.
 - g. In the case where a residence is located on the same property as a ~~medical~~ **comprehensive** marijuana facility, said residence does not have to comply with the minimum separation requirement from the ~~medical~~ **comprehensive** marijuana facility.
 - h. No ~~medical~~ **comprehensive** marijuana dispensary facility shall be located in a building that contains a residence.
 - i. No ~~medical~~ **comprehensive** marijuana facility shall be located within one thousand (1,000) feet of another ~~medical~~ **comprehensive** marijuana facility. Combined facilities owned by a single entity at a single location are allowed.
 - j. Measurements shall be made in a straight line at the closest point between property lines or buildings, without regard to any intervening buildings.
 - k. When a new school, day-care center, religious facility, or residence is located within the location restriction areas applicable to an existing ~~medical~~ **comprehensive** marijuana related use, the ~~medical~~ **comprehensive** marijuana use may continue to operate indefinitely provided a valid occupational license is maintained.
2. Outdoor Storage. All operations and storage of materials, products, or equipment for a ~~medical~~ **comprehensive** marijuana facility located in the PO, C-1, C-2, or C-3 zoning district shall be within a fully enclosed and secured building where the ~~medical~~ **comprehensive** marijuana facility is located.

Section 3. Section 485.010 of the Unified Development Code is hereby repealed in its entirety and re-enacted as follows:

Medical-Comprehensive Marijuana Facility --~~A medical marijuana cultivation facility, medical marijuana dispensary, medical marijuana infused products manufacturing facility, medical marijuana testing facility, or medical marijuana transportation facility.~~ **A comprehensive marijuana cultivation facility, comprehensive marijuana dispensary facility, marijuana testing facility, comprehensive marijuana-infused products facility, microbusiness wholesale facility, microbusiness dispensary facility, or any other type of marijuana-related facility or business licensed or certified by the Missouri Department of Health and Senior Services**

Medical-Comprehensive Marijuana Testing Facility - ~~A facility certified by the State of Missouri to acquire, test, certify, and transport medical marijuana.~~ **A facility certified by the Missouri Department of Health and Senior Services to acquire, test, certify, and transport marijuana, including those originally certified as a medical marijuana testing facility.**

Medical Marijuana Transportation Facility - A facility certified by the State of Missouri to transport marijuana to a qualifying patient, a primary caregiver, a medical marijuana cultivation facility, a medical marijuana-infused products manufacturing facility, a medical marijuana dispensary facility, a medical marijuana testing facility, or another medical marijuana transportation facility-

Medical-Comprehensive Marijuana Cultivation Facility - ~~A facility licensed by the State of Missouri to acquire, cultivate, process, store, transport, and sell marijuana to a Medical Marijuana Dispensary Facility, Medical Marijuana Testing Facility, or a Medical Marijuana Infused Products Manufacturing Facility.~~ **A facility licensed by the Missouri Department of Health and Senior Services to acquire, cultivate, process, package, store on site or off site, transport to or from, and sell marijuana, marijuana seeds, marijuana vegetative cuttings (clones) to a medical facility, comprehensive facility, or marijuana testing facility. A comprehensive marijuana cultivation facility need not segregate or account for its marijuana products as either non-medical marijuana or medical marijuana. A comprehensive marijuana cultivation facility's authority to process marijuana shall include the creation of pre-rolls, but shall not include the manufacture of marijuana-infused products.**

Medical-Comprehensive Marijuana Dispensary Facility --~~A facility licensed by the State of Missouri to acquire, store, sell, transport, and deliver marijuana, marijuana infused products, and drug paraphernalia used to administer medical marijuana to a Qualifying Patient, a Primary caregiver, another licensed~~

~~Dispensary Facility, a licensed Medical Marijuana Testing Facility, or a Medical Marijuana-Infused Products Manufacturing Facility.~~ A facility licensed by the Missouri Department of Health and Senior Services to acquire, process, package, store on or off site, sell, transport to or from, and deliver marijuana, marijuana seeds, marijuana vegetative cuttings (clones), marijuana-infused products, and drug paraphernalia used to administer marijuana as allowed by applicable law to a qualifying patient or primary caregiver, as defined by law, or to a consumer, anywhere on the licensed property or to any address as directed by the patient, primary caregiver, or consumer and consistent with the limitations of applicable laws and as otherwise allowed by law, to a comprehensive facility, a marijuana testing facility, or a medical facility. Comprehensive dispensary facilities may receive transaction orders at the dispensary directly from the consumer in person, by phone, or via the internet, including from a third party. A comprehensive marijuana dispensary facility need not segregate or account for its marijuana products as either non-medical marijuana or medical marijuana, but shall collect all appropriate tangible personal property sales tax for each sale, as set forth in Article XIV of the Missouri Constitution and provided for by general or local law. A comprehensive marijuana dispensary facility's authority to process marijuana shall include the creation of pre-rolls.

Medical-Comprehensive Marijuana-Infused Product Manufacturing Facility - ~~A facility licensed by the State of Missouri to acquire, store, manufacture, transport, and sell marijuana-infused products to a Medical Marijuana Dispensary Facility, a Medical Marijuana Testing Facility, or to another Medical Marijuana-Infused Products Manufacturing Facility.~~ A facility licensed by the Missouri Department of Health and Senior Services to acquire, process, package, store, manufacture, transport to or from a medical facility, comprehensive facility, or marijuana testing facility, and sell marijuana-infused products, pre-rolls, and infused pre-rolls to a marijuana dispensary facility, a marijuana testing facility, or another marijuana-infused products manufacturing facility. A comprehensive marijuana-infused products manufacturing facility need not segregate or account for its marijuana products as either non-medical marijuana or medical marijuana.

Microbusiness Dispensary Facility - A facility licensed by the Missouri Department of Health and Senior Services to acquire, process, package, store on or off site, sell, transport to or from, and deliver marijuana, marijuana seeds, marijuana vegetative cuttings (clones), marijuana-infused products, and drug paraphernalia used to administer marijuana as allowed by law to a qualifying patient or primary caregiver, as defined by law, or to a consumer, anywhere on the licensed property or to any address as directed by the qualifying patient, primary caregiver, or consumer and consistent with the limitations of Article XIV of the Missouri Constitution and as otherwise allowed by law, a microbusiness

wholesale facility, or a marijuana testing facility. Microbusiness dispensary facilities may receive transaction orders at the dispensary directly from the consumer in person, by phone, or via the internet, including from a third party. A microbusiness marijuana dispensary facility's authority to process marijuana shall include the creation of pre-rolls.

Microbusiness Wholesale Facility - A facility licensed by the Missouri Department of Health and Senior Services to acquire, cultivate, process, package, store on site or off site, manufacture, transport to or from, deliver, and sell marijuana, marijuana seeds, marijuana vegetative cuttings (clones) and marijuana infused products to a microbusiness dispensary facility, other microbusiness wholesale facility, or marijuana testing facility. A microbusiness wholesale facility may cultivate up to 250 flowering marijuana plants at any given time. A microbusiness wholesale facility's authority to process marijuana shall include the creation of pre-rolls and infused pre-rolls.

Section 4. Section 440.030 is repealed in its entirety and re-enacted as follows:

- A. General Standards. The following standards apply to all fences in all districts:
1. Construction. All fences and walls shall be constructed with a finished surface facing outward from the property. Posts and support beams shall be on the inside of the finished surface.
 2. Fence Location.
 - a. No fence shall be constructed within the sight triangle.
 - b. Fences are permitted within a platted easement provided that:
 - (1) There are no plat restrictions prohibiting fences in an easement.
 - (2) The property owner removes the fence, or portion thereof, necessary for the City or utility company to gain access to the easement for maintenance purposes. Should the property owner fail to remove the fence sections located within the easement, the City or utility company may do so.
 - c. No fence shall be installed or maintained within any drainage way, detention facility, or engineered swale which will create ponding on adjacent property, divert water onto the adjoining property, or impede drainage.

3. Retaining Walls. In all zoning districts, a retaining wall may be permitted where it is reasonably necessary due to the changes in the slope on the site and where the wall is located at least two (2) feet from any street right-of-way. Where the wall extends more than thirty (30) inches above the ground level, a guardrail must be installed for safety purposes if required by the building code.
4. Materials. **[Amendment 33 - Ordinance 2020-068, 11-23-2020]**
 - a. Privacy Fences. Materials allowed for construction of a privacy fence include wood (maximum board width of twelve (12) inches), vinyl, or similar material. In commercial and industrial districts, privacy fences shall not be constructed of wood.
 - b. Decorative Fences. Materials allowed for construction of a decorative fence include wood, vinyl, galvanized or wrought iron, or similar materials.
 - c. Chain Link Fences. Slats shall not be woven through or attached to a chain link fence in any commercial zoning district.
5. Nonconforming Fences.
 - a. Any fence, with the exception of those described in subsection (b) of this section, legally erected prior to the date of adoption of this code, and not in compliance with the provisions of this section, shall be considered a non-conforming structure. Repairs to a non-conforming structure shall only be made in compliance with Chapter 475 of this code.
 - b. On corner lots in residential districts, any fence legally erected prior to the date of adoption of this code and not in compliance with the provisions of this section, but are proposed to be maintained or replaced with a fence of identical material, type, size, and location, and not creating or expanding any further non-conformities within this section, shall be permitted to be repaired or replaced.

Section 5. Section 470.170 of the Unified Development Code is hereby repealed in its entirety and re-enacted as follows:

- A. Applicability. **[Amendment 6 – Ordinance 2010-50, 6-14-2010]**
 1. This section sets forth the required review and approval procedures to vacate a plat, part of a plat, or platted utility easement. No vacation of a plat or part of a plat may take place, unless the consent of the persons owning two-thirds (2/3) of the property immediately

adjoining thereto is obtained in writing.

2. Any application to vacate a street, alley or any other public way shall comply with the procedures outlined in Section 530.010 of the Raymore City Code.
- B. Application. The application must be filed with the Development Services Director. The application will be accompanied by a legal description and survey or other drawing acceptable to the Development Services Director depicting the plat ~~or easement~~ proposed to be vacated and the properties and property owners surrounding the plat ~~or easement~~. [Amendment 6 – Ordinance 2010-50, 6-14-2010]
- C. Procedure.

1. Vacation of Plats or Partial Plats

a. City Council Public Hearing.

- i. All ~~proposed~~ requested vacations must be submitted to the City Council for review and final action. The City Council will hold a public hearing on the application in accordance with Section **470.010E**, with the exception that only published and mailed notices are required. The notice will state that an application for vacation has been filed, describing the property fully, and that a hearing thereon before the City Council will be held on a date certain after the completion of such publication notice, naming the day on which the hearing will be held, and that at such time and place all persons interested can appear and be heard concerning the application.
- ii. The City Council or Development Services Director may determine that it would be advisable to obtain the recommendation of the Planning and Zoning Commission concerning a vacation application prior to the public hearing before the City Council. In that event, the Planning and Zoning Commission will hold its own public hearing on the application following publication notice and notice to surrounding property owners in accordance with the provisions for public hearings. At the conclusion of any such hearing, the Planning and Zoning Commission will submit its recommendation on the application to the City Council.

b. City Council Action. The City Council will approve or disapprove the application for the vacation.

c. Review Criteria. The City Council may approve the application if it determines from the evidence that:

- i. Due and legal notice has been given by publication as required herein;
- ii. No private rights will be injured or endangered by the vacation;
- iii. The proposed vacation is not contrary to the Growth Management Plan or any other transportation plans for the City; and
- iv. The public will suffer no loss or inconvenience thereby and that in justice to the applicant or applicants the application should be granted.

2. Vacation of Utility Easements

a. City Council Review

- i. All requested easement vacations must be submitted to the City Council for review and final action. Written notice shall be provided to all utility providers potentially having facilities within the easement(s).

b. City Council Action. The City Council will approve or disapprove the application for easement vacation by Resolution of the Council.

c. Review Criteria. The City Council may approve the application if it determines from the evidence that

- i. No objections have been received relating to the vacation of the easement.
- ii. The appropriate city agency or public utility (water, sewer, gas, electric, communications etc..) has filed with the Development Services Department a statement that the easement is no longer needed to provide utility service.

iii. The retention of the easement no longer serves any useful public purpose.

iv. No vacation shall occur unless the criteria above has been fully satisfied

- d. Upon the City Council determination that the conditions set forth in subsection (c) of this section have been satisfied, the City Council may adopt a resolution authorizing the mayor of the city to vacate all or portions thereof of the utility easement, which shall be filed with the Cass County Recorder of Deeds, with reference given to the book and page number of the affected platted properties.

Section 6. Section 470.010A is repealed in its entirety and re-enacted as follows:

A. Summary of Procedures. The following table provides a summary of the review and approval procedures of this chapter. In the event of conflict between this summary table and the detailed procedures contained elsewhere in this chapter, the detailed procedures govern. **[Amendment 2 – Ordinance 29073, 7-27-2009; Amendment 22 - Ordinance 2015-068, 9-14-2015; Amendment 24 - Ordinance 2017-004, 2-13-2017; Amendment 28 - Ordinance 2018-066, 9-10-2018; Amendment 34 - Ordinance 21-073, 12-13-2021]**

	Development Services Director and Engineering Staff	Board of Adjustment	Planning & Zoning Commission	City Council	Board of Appeals
Zoning map amendments (rezoning)	R		[R]	[D]	
Text amendments	R		[R]	[D]	
Conditional uses	R		[R]	[D]	
Uses subject to special conditions	D				
Planned unit development (PUD)	R		[R]	[D]	
Zoning Variances	R	[D]			
Appeals of UDC Administrative Decisions		D			
Minor subdivision plat	D	A	R	D	
Preliminary subdivision plat	R		[R]	[D]	
Final subdivision plat	R		R	D	
Replat	D	A	A		
Zoning certificate	D	A			
Sign permit	D	A			
Site plan review	D or R		A or D	A	
Right-of-way Vacation	R		[R]	[D]	
Interpretations	D	A			A (Chapter 455 or 460)
Administrative adjustments	D	A			
Natural Resource Protection Variances	R				D
Flood Plain Management Variances	R				D
Inflatable Signs	R		D	A	
Easement Vacation	R			[D] D	

R = Recommendation Required D = Decision A = Appellate authority [] Public Hearing

Section 7. 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 8. 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 25TH DAY OF SEPTEMBER, 2023.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 9TH DAY OF OCTOBER, 2023, BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Baker
Councilmember Barber
Councilmember Burke III
Councilmember Engert
Councilmember Forster
Councilmember Holman
Councilmember Townsend

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature



To: Planning and Zoning Commission
From: City Staff
Date: September 5, 2023
Re: Case #23035: 36th Amendment to the UDC – Misc. Items

GENERAL INFORMATION

Applicant: City of Raymore

Requested Action: 36th Amendment to the Unified Development Code – Misc. Items from 2023 Annual Review of the UDC

Advertisement: August 16, 2023 **North Cass Herald** Newspaper
September 6, 2023 **North Cass Herald** Newspaper

Public Hearing: September 5, 2023 Planning and Zoning Commission
September 25, 2023 City Council

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

TEXT AMENDMENT REQUIREMENTS

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

Section 470.020 (B) states:

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

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

Section 470.020 (G) (2) states:

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

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

STAFF COMMENTS

1. The 36th Amendment to the Unified Development Code (UDC) is the result of discussions held by the Planning and Zoning Commission after completing its 2023 annual review of the UDC. At its August 1, 2023 meeting the Commission discussed the results of research completed by City staff on several topics and directed staff to submit the UDC revisions proposed in the 36th amendment.
2. The 36th amendment consists of three (3) separate revisions proposed to the UDC, including the topics of (1) Vacations of utility easements, (2) Fence regulations on corner lots, and (3) Changes to medical marijuana regulations based on changes to State Statutes and licenses.
3. The amendments are listed in the proposed ordinance as follows:

Section 1. Modifies the provisions related to Medical Marijuana. Specifically, it amends all references in the Use Table from “Medical” and is amended to “Comprehensive”. “Microbusiness” has also been added to the Use Table.

Section 2. Modifies the provisions related to Medical Marijuana within the Use Regulations for such facilities. Specifically, it amends all references to “Medical” and is amended to “Comprehensive” consistent with the definitions issued and utilized by the State. The provision also adds references to Microbusiness licenses.

Section 3. Modifies the provisions related to Definitions. Specifically, it strikes all references to “Medical” and is amended to “Comprehensive”. Microbusiness has been added in the definitions.

Section 4. Modifies the provisions related to Fences, particularly nonconforming fences and corner lots.

Section 5. Modifies provisions for Vacation of Easements, particularly the process for reviewing such applications by City Council.

Section 6. Modifies the summary table for review and summary procedures, specifically relating to the procedure for reviewing Easement Vacation applications.

STAFF PROPOSED FINDINGS OF FACT

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

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

Each of the proposed amendments are consistent with the identified purpose and intent of Section 400.040 of the Unified Development Code and with the Growth Management Plan.

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

The proposed sections of the ordinance do not correct any errors within the Code, but do remedy an inconsistency within the existing Medical Marijuana regulations given the recent changes to State Statutes regarding the legalization of recreational marijuana. The proposed changes provide consistency between local and state regulations as well as definitions.

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

The changes would affect properties throughout the City, primarily residentially zoned properties with respect to fence regulations and proposed easement vacations. The proposed changes to the medical/comprehensive marijuana regulations only provide clarification to the Code given recent changes in state requirements. The proposed amendment does not seek to modify the currently allowable marijuana-related uses within the City.

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

The proposed amendments are generally not made necessary because of changed or changing conditions in the zoning districts. The amendments are proposed to provide clarity in the process for proposed easement vacations, relieve the Board of Adjustment of recurring requests to repair non-conforming fences, and comply with recent changes in state legislation for marijuana facilities.

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

The proposed amendments are intended to provide clarity in the process to proposed easement vacation, as well as the process for repairing existing, non-conforming fences on corner lots. The amendment also updates the regulations for marijuana facilities in the City to better align with recent changes in state legislation, which would be in the best interests of the City as a whole.

REVIEW OF INFORMATION AND SCHEDULE

<u>Action</u>	<u>Planning Commission</u>	<u>City Council 1st</u>	<u>City Council 2nd</u>
Public Hearing	September 5, 2023	September 25, 2023	October 9, 2023

STAFF RECOMMENDATION

Staff recommends the Planning and Zoning Commission accept the staff proposed findings of fact and forward Case #23035, 36th amendment to the UDC, to the City Council with a recommendation of approval.

PLANNING AND ZONING COMMISSION RECOMMENDATION 9/5/2023

At their September 5, 2023, the Planning and Zoning Commission voted 7-0 to accept the staff proposed findings of fact and forward Case # 23035, 36th amendment to the UDC, the City Council with a recommendation of approval.



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: September 25, 2023

SUBMITTED BY: David Gress

DEPARTMENT: Development Services

<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 3850: Eastbrooke at Creekmoor 4th Final Plat

STRATEGIC PLAN GOAL/STRATEGY

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

FINANCIAL IMPACT

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

PROJECT TIMELINE

Estimated Start Date	Estimated End Date

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission: Planning and Zoning Commission
Date: September 5, 2023
Action/Vote: 7-0

LIST OF REFERENCE DOCUMENTS ATTACHED

Staff Report
Development Agreement
Final Plat Drawing

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

Cooper Land Development has requested final plat approval for the 4th phase of the Eastbrooke at Creekmoor subdivision, a 43-lot single family phase located north of 163rd Street between Churchill Circle (Westbrook 14th) and Branchwood Lane (Eastbrooke 3rd).

This project will extend 163rd Street east to connect with Branchwood Lane.

BILL 3850

ORDINANCE

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, APPROVING THE EASTBROOKE AT CREEKMOOR 4TH FINAL PLAT, A SUBDIVISION OF LAND LOCATED IN THE SOUTHWEST QUARTER AND SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 46N, RANGE 32W, RAYMORE, CASS COUNTY, MISSOURI."

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

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

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

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

Section 1. The City Council makes its findings of fact as contained in the staff report and accepts the recommendation of the Planning and Zoning Commission.

Section 2. That the subdivision known as Eastbrooke at Creekmoor 4th Final Plat is hereby approved for the tract of land described below:

ALL THAT PART OF THE SOUTHEAST QUARTER AND SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 46 NORTH, RANGE 32 WEST, IN RAYMORE, CASS COUNTY, MISSOURI BEING FURTHER DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 4; THENCE N88°08'35"W, ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 4, A DISTANCE OF 648.97 FEET TO THE SOUTHEAST CORNER OF WESTBROOK AT CREEKMOOR 14TH PLAT, A SUBDIVISION OF LAND IN RAYMORE, CASS COUNTY, MISSOURI; THENCE N01°51'36"E, ALONG THE EAST LINE OF SAID WESTBROOK AT CREEKMOOR 14TH PLAT, A DISTANCE OF 80.00 FEET TO A POINT ON THE NORTH LINE OF 163RD STREET; THENCE N03°08'34"W, ALONG THE EAST LINE OF SAID WESTBROOK AT CREEKMOOR 14TH PLAT, A DISTANCE OF 564.45 FEET TO THE NORTHEAST CORNER OF SAID WESTBROOK AT CREEKMOOR 14TH PLAT; THENCE S88°52'21"E, A DISTANCE OF 295.56 FEET; THENCE S05°34'48"E, A DISTANCE OF 60.38 FEET; THENCE N82°59'40"E, A DISTANCE OF 88.20 FEET; THENCE S74°08'17"E, A DISTANCE OF 55.02 FEET; THENCE N86°42'08"E, A DISTANCE OF 40.16 FEET; THENCE S01°51'36"W, A DISTANCE OF 126.24 FEET; THENCE S88°08'24"E, A DISTANCE OF 52.09 FEET; THENCE NORTHEASTERLY ALONG A CURVE TO THE LEFT BEING TANGENT TO THE LAST DESCRIBED COURSE HAVING A RADIUS OF 15.00 FEET, AN ARC DISTANCE OF 23.56 FEET; THENCE S88°08'24"E, A DISTANCE OF 50.00 FEET; THENCE SOUTHEASTERLY ALONG A CURVE TO THE LEFT HAVING AN INITIAL TANGENT BEARING OF S01°51'36"W, A RADIUS OF 15.00 FEET, AN ARC DISTANCE OF 23.56 FEET; THENCE S88°08'24"E, A DISTANCE OF 23.72 FEET; THENCE SOUTHEASTERLY ALONG A CURVE TO THE RIGHT BEING TANGENT TO THE LAST DESCRIBED COURSE HAVING A RADIUS OF 200.00 FEET, AN ARC DISTANCE OF 14.36 FEET; THENCE N05°58'23"E, A DISTANCE OF 127.01'; THENCE N83°32'52"E, A DISTANCE OF 48.31'; THENCE N81°25'12"E, A DISTANCE OF 83.96'; THENCE S07°12'32"E, A DISTANCE OF 33.16'; THENCE S31°32'03"E, A DISTANCE OF 22.27 FEET; THENCE S59°01'01"E, A DISTANCE OF 47.11 FEET; THENCE N75°36'46"E, A DISTANCE OF 41.24 FEET; THENCE N47°12'20"E, A DISTANCE OF 443.52 FEET TO THE WESTERLY MOST CORNER OF EASTBROOKE AT

CREEKMOOR THIRD PLAT LOTS 76 THROUGH 119, AND TRACTS G AND H, A SUBDIVISION IN RAYMORE, CASS COUNTY, MISSOURI; THENCE S08°42'59"E ALONG THE WEST LINE OF SAID EASTBROOKE AT CREEKMOOR THIRD PLAT, A DISTANCE OF 595.55 FEET; THENCE S31°09'45"E, ALONG SAID LINE, A DISTANCE OF 65.32 FEET TO THE SOUTHWEST CORNER OF SAID EASTBROOKE AT CREEKMOOR THIRD PLAT; THENCE N87°26'19"E, ALONG THE SOUTH LINE OF SAID EASTBROOKE AT CREEKMOOR THIRD PLAT, A DISTANCE OF 187.12 FEET TO THE SOUTHEAST CORNER OF LOT 117 OF SAID PLAT; THENCE N01°54'43"E, ALONG THE EAST LINE OF SAID LOT 117, A DISTANCE OF 30.18 FEET TO THE SOUTHWEST CORNER OF LOT 118 OF SAID PLAT; THENCE S88°05'17"E, CONTINUING ALONG THE SOUTHERLY LINE OF SAID PLAT, A DISTANCE OF 389.02 FEET TO THE SOUTHEAST CORNER OF SAID EASTBROOKE AT CREEKMOOR THIRD PLAT, SAID POINT ALSO BEING ON THE EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 4; THENCE S02°29'14"W, ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 4, A DISTANCE OF 258.81 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 4; THENCE N88°05'08"W, ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 4, A DISTANCE OF 1257.41 FEET TO THE POINT OF BEGINNING.

Section 3. The Development Agreement between the City of Raymore, Missouri, and Cooper Land Development, LLC is approved and the City Manager is authorized to execute said agreement on behalf of the City of Raymore, Missouri.

Section 4. Traffic Control Signage. The following stop signs shall be established within the City of Raymore:

- The northeast corner of Glenn Circle and Creekmoor Drive
- The northwest corner of Glenn Circle and Creekmoor Drive

Section 5. 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 6. Severability. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

DULY READ THE FIRST TIME THIS 25TH DAY OF SEPTEMBER, 2023.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 9TH DAY OF OCTOBER, 2023, BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Baker
Councilmember Barber
Councilmember Burke III
Councilmember Engert
Councilmember Forster
Councilmember Holman
Councilmember Townsend

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature



To: Planning and Zoning Commission
From: City Staff
Date: September 25, 2023
Re: Case #23033 - Eastbrooke at Creekmoor 4th Final Plat - Lots 120 thru 162 and Tracts A, B & C

GENERAL INFORMATION

**Applicant/
Property Owner:** Cooper Land Development, Inc.
903 N. 47th Street
Rogers, AR 72756

Requested Action: Final Plat Approval, Eastbrooke at Creekmoor 4th Plat

Property Location: North of 163rd St. and East of Churchill Cir.



Site Photographs:



View looking north from 163rd St.

Existing Zoning: "PUD" Planned Unit Development

Existing Surrounding Zoning: **North:** "PUD" Planned Unit Development
South: "R-1P" Single-Family Residential Planned District
East: "PUD" Planned Unit Development
West: "PUD" Planned Unit Development

Existing Surrounding Uses: **North:** Creekmoor Subdivision
South: Parkside Subdivision
East: Creekmoor Subdivision
West: Creekmoor Subdivision

Total Tract Size: 22.59 acres

Total Number of Lots: 43 Lots, 3 Tracts

Density – units per Acre: 1.90

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

Major Street Plan: The Major Thoroughfare Plan Map classifies 163rd St. as a major collector road and Churchill Cir. is classified as a local road.

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

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

PROPOSAL

Outline of Requested Action: The applicant seeks to obtain Final Plat approval for *Eastbrooke at Creekmoor, Fourth Plat - Final Plat Lots 120-162 and Tracts A, B & C*

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

PREVIOUS ACTIONS ON OR NEAR THE PROPERTY

1. The property was rezoned to PUD Planned Unit Development District in January 2004. The rezoning to PUD included approval of the preliminary plan and a signed Memorandum of Understanding (MOU).
2. On November 25, 2019, the City Council approved the 6th Amendment to the Creekmoor MOU, which eliminated select two-family land use designations within the Land Use Plan, and replaced them with single-family land use designations. It also created the development standards for areas contained in the Land Use Plan known as Gallery Lots.
3. The Eastbrooke at Creekmoor - First Final Plat to the northeast was approved by City Council on July 13, 2020.
4. The Eastbrooke at Creekmoor- Second Final Plat to the northeast was approved by City Council on May 24, 2021.
5. On October 25, 2021, the City Council approved the 7th Amendment to the Creekmoor MOU, which eliminated all proposed two-family residential land uses and replaced them with single-family residential land uses.
6. The Eastbrooke at Creekmoor - Third Plat to the east was approved by City Council on November 8, 2021.

ENGINEERING DIVISION COMMENTS

The Engineering Division indicated the proposed final plat complies with the design standards of the City of Raymore and recommends approval of the final plat.

STAFF COMMENTS

1. The current bulk and dimensional standards for this phase of the “PUD” Planned Unit Development Residential District zoning classification for the property was established by the 6th Amendment to the Creekmoor MOU, approved on November 25, 2019, as provided below:

Requirements	
Minimum Lot Area	
per lot	4,500 sq ft regular lot or cul-de-sac lot; 5,200 sq ft corner lot
Minimum Lot Width (ft.)	30 ft cul-de-sac lot; 40 ft regular lot;; 47 ft. corner lot
Minimum Lot Depth (ft.)	100 ft. cul-de-sac lot; 110 ft regular and corner lot
Yards, Minimum (ft.)	
Front	25
rear	25
side; exterior	7
side; interior	5
Maximum Building Height (feet)	35
Maximum Building Coverage (%)	45

2. A buffer strip is required along the north side of 163rd St. This is identified within on the proposed plat as 30’ B/S. A landscape plan is required as part of this required buffer strip.
3. 163rd St. is proposed to extend east, past existing Branchwood Ln. which will provide connectivity from existing Eastbrooke 3rd to proposed Eastbrooke 4th within the Creekmoor Subdivision.
4. The existing 10’ wide walking trail to the west will be extended east and terminate at the east property line on Tract C.

PLANNING COMMISSION PROPOSED FINDINGS OF FACT

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

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

The proposed final plat is substantially the same as the approved preliminary plan.

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

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

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

The proposed plat complies with the conditions of the Memorandum of Understanding that was attached to the approval of the preliminary plat.

REVIEW OF INFORMATION AND SCHEDULE

<u>Action</u>	<u>Planning Commission</u>	<u>City Council 1st</u>	<u>City Council 2nd</u>
Review	September 5, 2023	September 25, 2023	October 9, 2023

STAFF RECOMMENDATION

City Staff recommends that the Planning and Zoning Commission accept the staff proposed findings of fact and forward Case #23033 Eastbrooke at Creekmoor Fourth Plat - Final Plat to the City Council with a recommendation of approval subject to the following condition:

- The applicant shall provide City Staff with a landscape plan, the plan must comply with Section 445.030 of the Unified Development Code and must be installed before the 1st Certificate of Occupancy can be issued for the proposed development.

PLANNING AND ZONING RECOMMENDATION 9/5/2023

At its September 5, 2023 meeting, the Planning and Zoning Commission voted 7 - 0 to accept the staff proposed findings of fact and forward Case # 23033 Eastbrooke 4th Plat - Final Plat to the City Council with a recommendation of approval subject to the following conditions:

- The applicant shall provide City Staff with a landscape plan, the plan must

comply with Section 445.030 of the Unified Development Code and must be installed before the 1st Certificate of Occupancy can be issued for the proposed development.

- City Staff and the applicant shall work together to resolve the references made to the subdivision name and have those references corrected before the 1st reading of City Council.

FINAL PLAT
EASTBROOKE AT CREEKMOOR 4TH PLAT
 LOTS 120 THROUGH 162 AND TRACTS A, B & C
 PART OF THE SOUTHWEST QUARTER AND THE SOUTHEAST QUARTER
 OF SECTION 4, TOWNSHIP 46 NORTH, RANGE 32 WEST,
 RAYMOND, CASS COUNTY, MISSOURI

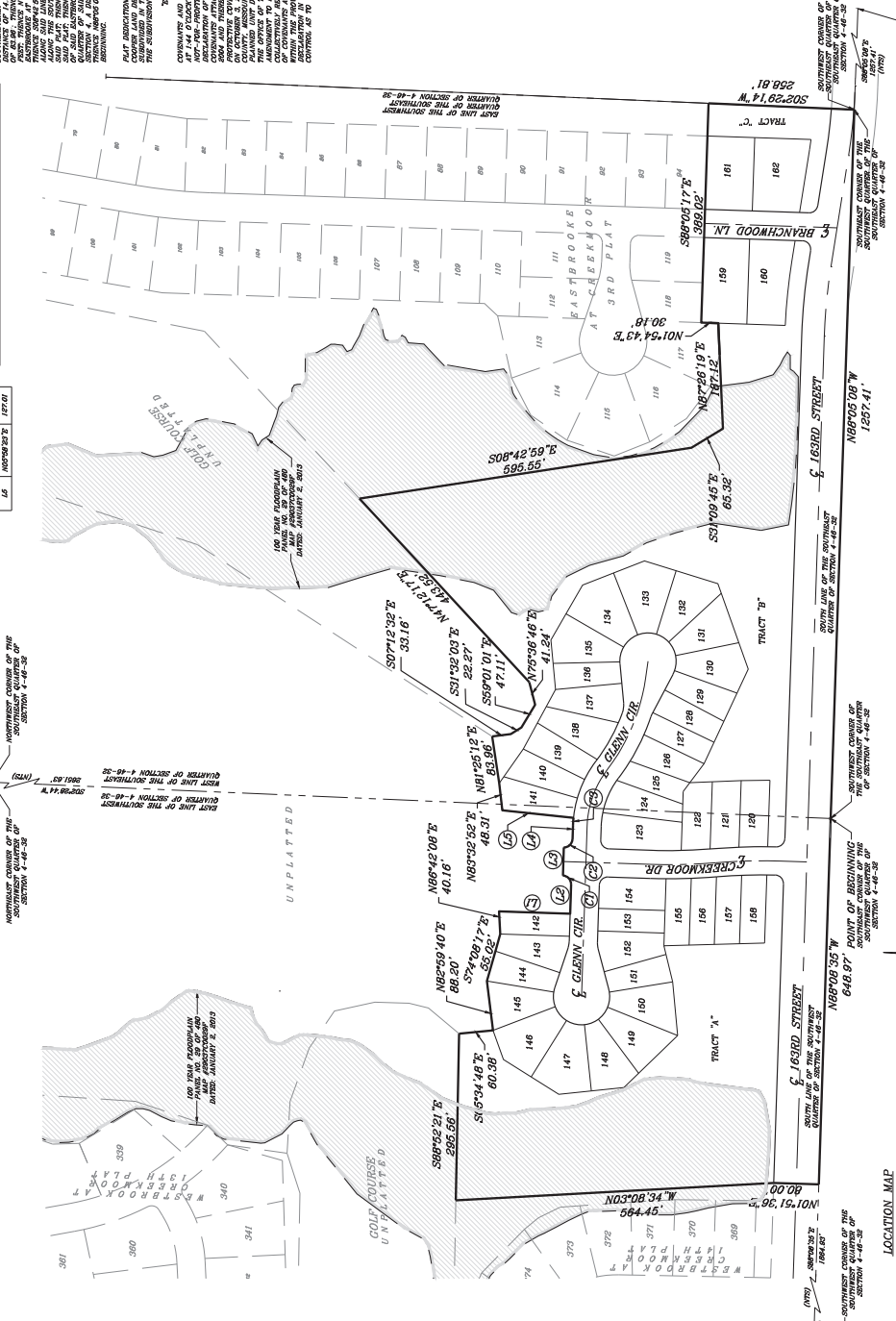
SHEET 1 OF 2

CURVE TABLE

CURVE #	LENGTH	RADIUS	CHORD	CHORD BEARING	CHORD LENGTH
C1	65.56	15.00	60.00	S49°54'32"	62.87
C2	65.56	15.00	60.00	S49°54'32"	62.87
C3	14.36	100.00	4.11	S89°53'12"	14.35

LINE TABLE

LINE #	BEARING	LENGTH
L1	S01°34'36"	182.64
L2	S89°54'32"	65.69
L3	S89°54'32"	65.69
L4	S01°34'36"	182.72
L5	N07°02'24"	177.01



TOTAL AREA

SECTION	TOTAL AREA	PERCENTAGE
SECTION 4-46-32	414.16 ACRES	100.00%
TOTAL	414.16 ACRES	100.00%

LENGTH OF RECORDS SHEETS
 1714 L.

BY FRONT OF WAY WIDTH

GRAPHIC SCALE
 1 inch = 100 ft

LOCATION MAP
 SHOWING THE LOCATION OF THE PLAT IN SECTION 4-46-32, TOWNSHIP 46 NORTH, RANGE 32 WEST, RAYMOND, CASS COUNTY, MISSOURI.

CITY OF RAYMOND, MISSOURI
 CITY CLERK _____ CITY ATTORNEY _____ CITY ENGINEER _____

SENIOR COUNTY SURVEYOR OF MISSOURI
 COUNTY OF RAYMOND, MISSOURI
 THIS PLAT OF "EASTBROOKE AT CREEKMOOR - 4TH PLAT - LOTS 120 THROUGH 162 AND TRACTS A, B & C" HAS BEEN SUBMITTED TO AND APPROVED BY THE SENIOR PLANNING AND ZONING COMMISSION THIS _____ DAY OF _____, 20____.

SENIOR COUNTY SURVEYOR OF MISSOURI
 COUNTY OF RAYMOND, MISSOURI
 THIS PLAT OF "EASTBROOKE AT CREEKMOOR - 4TH PLAT - LOTS 120 THROUGH 162 AND TRACTS A, B & C" HAS BEEN SUBMITTED TO AND APPROVED BY THE SENIOR PLANNING AND ZONING COMMISSION THIS _____ DAY OF _____, 20____.

SURVEYOR'S CERTIFICATION
 I HEREBY CERTIFY THAT WE HAVE MADE A SURVEY OF THE PREMISES HEREBY DESCRIBED WHICH COMES WITHIN THE CLASSIFICATION OF A PROFESSIONAL SURVEY AS PROVIDED BY THE MISSOURI PROFESSIONAL SURVEYORS' BOARD AND WE HAVE OBSERVED THE NECESSARY PRECAUTIONS AND MEASUREMENTS TO INSURE THE ACCURACY OF THE SURVEY AND THE CORRECTNESS OF THE DESCRIPTIONS THEREOF. WE HAVE ALSO OBSERVED THE NECESSARY PRECAUTIONS AND MEASUREMENTS TO INSURE THE ACCURACY OF THE SURVEY AND THE CORRECTNESS OF THE DESCRIPTIONS THEREOF. WE HAVE ALSO OBSERVED THE NECESSARY PRECAUTIONS AND MEASUREMENTS TO INSURE THE ACCURACY OF THE SURVEY AND THE CORRECTNESS OF THE DESCRIPTIONS THEREOF.

ASSISTANT SURVEYOR

SURVEYOR

STREET ADJUSTMENT
 THE SURVEYOR HAS MADE THE NECESSARY ADJUSTMENTS TO THE SURVEY TO CORRECT FOR THE EFFECTS OF CURVATURE OF THE EARTH AND REFRACTION OF THE AIR. THE ADJUSTMENTS HAVE BEEN MADE IN ACCORDANCE WITH THE RULES AND REGULATIONS OF THE MISSOURI PROFESSIONAL SURVEYORS' BOARD. THE ADJUSTMENTS HAVE BEEN MADE IN ACCORDANCE WITH THE RULES AND REGULATIONS OF THE MISSOURI PROFESSIONAL SURVEYORS' BOARD.

ADJUSTMENTS

PLAT ADJUSTMENT
 THE SURVEYOR HAS MADE THE NECESSARY ADJUSTMENTS TO THE SURVEY TO CORRECT FOR THE EFFECTS OF CURVATURE OF THE EARTH AND REFRACTION OF THE AIR. THE ADJUSTMENTS HAVE BEEN MADE IN ACCORDANCE WITH THE RULES AND REGULATIONS OF THE MISSOURI PROFESSIONAL SURVEYORS' BOARD. THE ADJUSTMENTS HAVE BEEN MADE IN ACCORDANCE WITH THE RULES AND REGULATIONS OF THE MISSOURI PROFESSIONAL SURVEYORS' BOARD.

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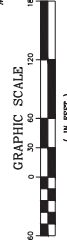


SURVEYOR'S CERTIFICATION
 I HEREBY CERTIFY THAT I HAVE MADE A SURVEY OF THE PREMISES HEREIN DESCRIBED WHICH
 CONFORMS WITH THE REQUIREMENTS OF THE MISSOURI PROFESSIONAL LAND SURVEYORS AND
 ENGINEERS ACT AND THE MISSOURI PROFESSIONAL LAND SURVEYORS AND ENGINEERS BOARD
 RULES AND REGULATIONS. I HAVE MADE THIS SURVEY AND REPORT FOR THE PURPOSES OF THE
 PROPOSED SUBDIVISION AND I AM NOT PROVIDING ANY OTHER PURPOSES. I HAVE MADE THIS
 SURVEY AND REPORT IN ACCORDANCE WITH THE MISSOURI PROFESSIONAL LAND SURVEYORS
 AND ENGINEERS ACT AND THE MISSOURI PROFESSIONAL LAND SURVEYORS AND ENGINEERS BOARD
 RULES AND REGULATIONS.

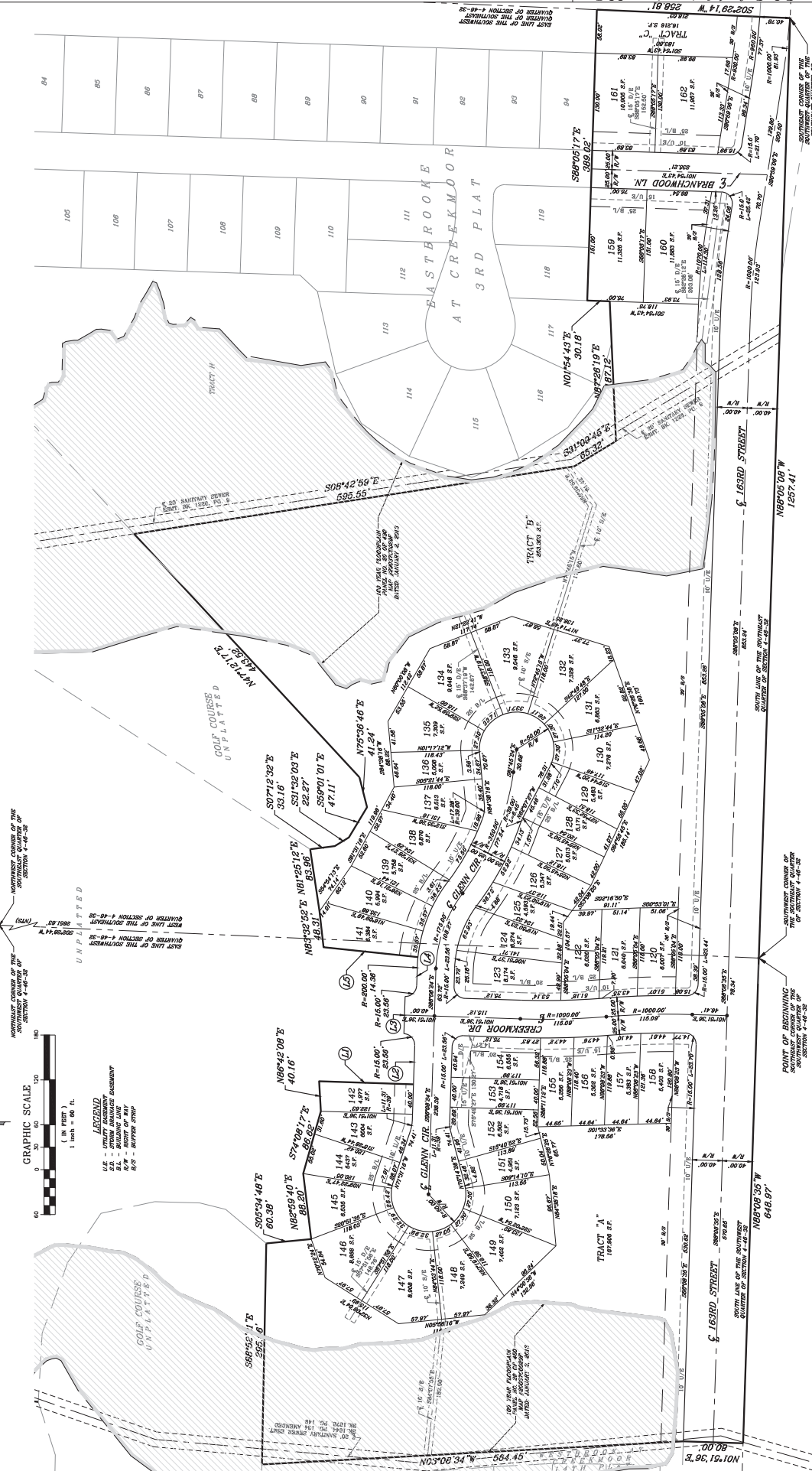
FINAL PLAT
EASTBROOKE AT CREEKMOOR 4TH PLAT
 LOTS 120 THROUGH 162 AND TRACTS A, B, & C
 PART OF SECTION 46 NORTH RANGELINE 125 EAST
 OF SECTION 20 TOWNSHIP 46 NORTH RANGE 82 WEST,
 RAYMORE, CASS COUNTY, MISSOURI

SHEET 2 OF 2

LINE #	Direction	Length
A1	S07°12'32"W	188.64
A2	S07°12'32"W	62.09
A3	S07°12'32"W	62.09
A4	S07°12'32"W	62.09
A5	N07°12'32"E	177.00



LEGEND
 - - - - - CITY BOUNDARY
 - - - - - BOUNDARY LINE
 - - - - - SURVEY LINE
 - - - - - BOUNDARY LINE
 - - - - - SURVEY LINE





Development Agreement

For

*Eastbrooke at Creekmoor Fourth Final Plat
Lots 120 through 162 and Tracts A, B & C*

Legal Description Contained on Pages 2-3

Between Cooper Land Development, Inc., Grantor and
City of Raymore, Grantee

100 Municipal Circle
Raymore, MO 64083

October 9, 2023

DEVELOPMENT AGREEMENT

THIS AGREEMENT, MADE THIS 9th day of October, 2023 by and between, **Cooper Land Development, Inc.** hereinafter referred to as "Sub-divider" and the City of Raymore, Missouri, a Municipal Corporation, hereinafter referred to as "City".

WHEREAS, Sub-divider seeks to obtain approval from the City for a subdivision to be known as **Eastbrooke at Creekmoor Fourth Final Plat Lots 120 through 162 and Tracts A, B & C** which is located in the City of Raymore, Cass County, Missouri, and;

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

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

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

GEOGRAPHIC LOCATION:

1. The terms of this agreement apply to the following property and all portions thereof: **Eastbrooke at Creekmoor Fourth Final Plat Lots 120 through 162 and Tracts A, B & C**

ALL THAT PART OF THE SOUTHEAST QUARTER AND SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 46 NORTH, RANGE 32 WEST, IN RAYMORE, CASS COUNTY, MISSOURI BEING FURTHER DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 4; THENCE N88°08'35"W, ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 4, A DISTANCE OF 648.97 FEET TO THE SOUTHEAST CORNER OF WESTBROOK AT CREEKMOOR 14TH PLAT, A SUBDIVISION OF LAND IN RAYMORE, CASS COUNTY, MISSOURI; THENCE N01°51'36"E, ALONG THE EAST LINE OF SAID WESTBROOK AT CREEKMOOR 14TH PLAT, A DISTANCE OF 80.00 FEET TO A POINT ON THE NORTH LINE OF 163RD STREET; THENCE N03°08'34"W, ALONG THE EAST LINE OF SAID WESTBROOK AT CREEKMOOR 14TH PLAT, A DISTANCE OF 564.45 FEET TO THE NORTHEAST CORNER OF SAID WESTBROOK AT CREEKMOOR 14TH PLAT; THENCE S88°52'21"E, A DISTANCE OF 295.56 FEET; THENCE S05°34'48"E, A DISTANCE OF 60.38 FEET; THENCE N82°59'40"E, A DISTANCE OF 88.20 FEET; THENCE S74°08'17"E, A DISTANCE OF 55.02 FEET; THENCE N86°42'08"E, A DISTANCE OF 40.16 FEET; THENCE S01°51'36"W, A DISTANCE OF 126.24 FEET; THENCE S88°08'24"E, A DISTANCE OF 52.09 FEET; THENCE NORTHEASTERLY ALONG A CURVE TO THE LEFT BEING TANGENT TO THE LAST DESCRIBED COURSE HAVING A RADIUS OF 15.00 FEET, AN ARC DISTANCE OF 23.56 FEET; THENCE S88°08'24"E, A DISTANCE OF 50.00 FEET; THENCE SOUTHEASTERLY ALONG A CURVE TO THE LEFT HAVING AN INITIAL TANGENT BEARING OF S01°51'36"W, A RADIUS OF 15.00 FEET, AN ARC DISTANCE OF 23.56 FEET; THENCE S88°08'24"E, A DISTANCE OF 23.72 FEET; THENCE SOUTHEASTERLY ALONG A CURVE TO THE RIGHT BEING TANGENT TO

THE LAST DESCRIBED COURSE HAVING A RADIUS OF 200.00 FEET, AN ARC DISTANCE OF 14.36 FEET; THENCE N05°58'23"E, A DISTANCE OF 127.01'; THENCE N83°32'52"E, A DISTANCE OF 48.31'; THENCE N81°25'12"E, A DISTANCE OF 83.96'; THENCE S07°12'32"E, A DISTANCE OF 33.16'; THENCE S31°32'03"E, A DISTANCE OF 22.27 FEET; THENCE S59°01'01"E, A DISTANCE OF 47.11 FEET; THENCE N75°36'46"E, A DISTANCE OF 41.24 FEET; THENCE N47°12'20"E, A DISTANCE OF 443.52 FEET TO THE WESTERLY MOST CORNER OF EASTBROOKE AT CREEKMOOR THIRD PLAT LOTS 76 THROUGH 119, AND TRACTS G AND H, A SUBDIVISION IN RAYMORE, CASS COUNTY, MISSOURI; THENCE S08°42'59"E ALONG THE WEST LINE OF SAID EASTBROOKE AT CREEKMOOR THIRD PLAT, A DISTANCE OF 595.55 FEET; THENCE S31°09'45"E, ALONG SAID LINE, A DISTANCE OF 65.32 FEET TO THE SOUTHWEST CORNER OF SAID EASTBROOKE AT CREEKMOOR THIRD PLAT; THENCE N87°26'19"E, ALONG THE SOUTH LINE OF SAID EASTBROOKE AT CREEKMOOR THIRD PLAT, A DISTANCE OF 187.12 FEET TO THE SOUTHEAST CORNER OF LOT 117 OF SAID PLAT; THENCE N01°54'43"E, ALONG THE EAST LINE OF SAID LOT 117, A DISTANCE OF 30.18 FEET TO THE SOUTHWEST CORNER OF LOT 118 OF SAID PLAT; THENCE S88°05'17"E, CONTINUING ALONG THE SOUTHERLY LINE OF SAID PLAT, A DISTANCE OF 389.02 FEET TO THE SOUTHEAST CORNER OF SAID EASTBROOKE AT CREEKMOOR THIRD PLAT, SAID POINT ALSO BEING ON THE EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 4; THENCE S02°29'14"W, ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 4, A DISTANCE OF 258.81 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 4; THENCE N88°05'08"W, ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 4, A DISTANCE OF 1257.41 FEET TO THE POINT OF BEGINNING.

REQUIRED IMPROVEMENTS:

1. In accordance with the policies and ordinances of the City, the public improvements described herein shall be constructed and installed on the terms and conditions hereinafter contained. Public improvements within the Subdivision will be installed in accordance with the City of Raymore Standard Contract Documents and Technical Specifications & Design Criteria for Utility and Street Construction dated December 2017.
2. The public improvements are to be designed and installed at the Sub-divider's expense by the Sub-divider and are hereinafter referred to as "Improvements".
3. It shall be the obligation of the Sub-divider to furnish to the City plans and specifications for construction of the Improvements. Before any construction is commenced, the City Public Works Director shall approve plans and specifications for the Improvements. Once the City Public Works Director has approved the plans, any changes to the plans must be submitted to the City Public Works Director for approval.
4. The Developer, and/or their contractor or designee, shall provide the saddle for connection to the public water main. Saddles shall be brass or bronze with a stainless steel strap. All brass/bronze construction shall also be permitted.

5. The Sub-divider shall submit the appropriate grading/site/erosion control plan including appropriate sidewalk, meter elevations, and manhole elevations to the City Public Works Director for approval for development of the project. Before any construction is commenced within that phase, the City Public Works Director must approve plans for all required Improvements. It shall be the Sub-divider's responsibility to assure compliance with grading plans.
6. The Sub-divider shall provide a copy of all required State and Federal permits to the City Public Works Director prior to issuance of any City permits.
7. The Sub-divider shall provide and pay for all engineering and surveying necessary to design and construct the Improvements. The Sub-divider shall pay for all other engineering and surveying necessary to design and construct other improvements to the property.
8. The Sub-divider shall install stormwater treatment facilities (i.e. permeable pavement) in the islands in the cul-de-sac prior to City acceptance of the Improvements. The Creekmoor POA will be responsible for the maintenance of these features.

INSTALLATION AND MAINTENANCE

1. Prior to the issuance of building permits, the Sub-divider shall install all Improvements as shown on approved engineering plans of said subdivision and the City Council shall have accepted by Resolution all Improvements.
2. The Sub-divider shall be responsible for the maintenance of the Improvements for a period of two years after acceptance thereof by the City, in accordance with the City specifications and policies.
3. The Sub-divider agrees to provide the City of Raymore "as-built" plans for all Improvements as indicated on the aforementioned plans. Said plans shall be considered a part of the Improvements, for the purpose of acceptance by the City.
4. Prior to acceptance of the Improvements a waiver of mechanic's lien shall be submitted to the City. The Sub-divider will indemnify and save the City harmless from all claims growing out of the lawful demands of subcontractors, laborers, workers, mechanics, and furnishers of machinery and parts thereof, equipment, tools, and all suppliers, incurred in the furtherance of the performance of the work. The Sub-divider shall, at the City's request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged or waived.

FEES, BONDS & INSURANCE

1. The Sub-divider agrees to pay to the City a 1% Plan Review Fee and 5% Construction Inspection Fee based on the project engineer's estimate or contract development costs of all Improvements as shown on approved engineering plans of said subdivision. The City Public Works Director shall review and determine that the costs, as presented, are reasonable. A list of these fees is provided in Attachment A.
2. The Sub-divider agrees to indemnify the City with a Certificate of Insurance as required in the Unified Development Code of the City of Raymore.
3. The Sub-divider agrees to furnish performance bonds as required in the Unified Development Code of the City of Raymore.
4. Prior to acceptance of Improvements within said subdivision, Sub-divider will provide a guarantee in the form of a Maintenance Bond that is satisfactory to the City Public Works Director. This guarantee shall be based on 50% of the cost of all Improvements shown on approved engineering plans and shall be for a period of two years after acceptance by the City.
5. The Sub-divider agrees to submit a street light plan for City approval and pay the cost of providing and installing the streetlights in accordance with the approved street light plan. The required street lights shall be installed and shall be operational prior to the acceptance of the Improvements for the subdivision.
6. The Sub-divider agrees to pay to the City a \$9 per acre fee for the placement and maintenance of outdoor warning sirens. The cost of these fees is provided in Attachment A.
7. The Sub-divider agrees to pay any **fees in lieu of parkland dedication** that are required in accordance with City Code. The total fee due for **Eastbrooke at Creekmoor Fourth Final Plat Lots 120 through 162 and Tracts A, B & C** is **\$6,180.39 (Six Thousand One Hundred and Eighty dollars and Thirty-Nine Cents)**. Fees paid at the time building permit applications are to be made at a rate of **One Hundred Forty-Three dollars and seventy-three cents (\$143.73) per dwelling unit**.
8. Per Ordinance #20004, the license (excise) tax for building contractors will be charged at the time of building permits at the applicable rate at the time each building permit application is approved.
9. The Sub-divider, in the interest of the general health, welfare and safety of the Citizens of Raymore, agrees to have installed, at their cost, any traffic control devices determined to be necessary by City Staff (410.340). The technical specifications and design criteria are set forth in Public Works Department

Policies 120 thru 122 and 129, Street Signage and Traffic Control Devices. The improvement must be installed prior to the City releasing any building permits.

ADDITIONAL REQUIREMENTS

1. The Sub-divider agrees to comply with the regulations and policies of the utility companies having facilities within the City limits.
2. The Sub-divider shall install a 10' foot wide asphalt trail along the north side of 163rd Street as part of the public improvements for the subdivision.
3. The Sub-divider shall install a five-foot (5') sidewalk in the areas of Tracts A, B and C that connect to the asphalt trail along the north side of 163rd Street as part of the public improvements for the subdivision.
4. The Sub-divider agrees to install the required landscape buffer as approved with the final plat prior to the issuance of any Certificates of Occupancy within the subdivision.

GENERAL PROVISIONS

1. The parties agree that execution of this agreement in no way constitutes a waiver of any requirements of applicable City ordinances with which the Sub-divider must comply and does not in any way constitute prior approval of any future proposal for development.
2. This agreement shall be recorded by the Sub-divider, and the covenants herein shall run with the land described in this agreement and shall be binding and inure to the benefit of the parties hereto and their successors or assigns and on any future and subsequent purchasers.
3. This agreement shall constitute the entire agreement between the parties and any modification hereof shall be in writing, subject to the approval of the parties.
4. If, at any time, any part hereof has been breached by Sub-divider, the City may withhold approval of any or all building permits applied for in the subdivision, until breach or breaches has or have been cured.
5. Any provision of this agreement which is not enforceable according to law will be severed herefrom and the remaining provisions shall be enforced to the fullest extent permitted by law.
6. The undersigned represent that they each have the authority and capacity from the respective parties to execute this Agreement. This Agreement shall not be effective until approved by ordinance duly enacted by the City Council of the City of Raymore, Missouri.

7. The Sub-divider hereby warrants and represents to the City as inducement to the City's entering into this Agreement, that the Sub-divider's interest in the Subdivision is as a fee owner.

8. The Sub-divider and City acknowledge the Memorandum of Understanding for Creekmoor Subdivision, executed by both parties and approved by City Council on January 26, 2004, June 26, 2006, July 24, 2006, July 23, 2007, July 27, 2015, June 13, 2016, November 25, 2019, and October 25, 2021 remains in effect

9. Whenever in this agreement it shall be required or permitted that Notice or demand be given or served by either party to this agreement to or on the other party, such notice or demand shall be delivered personally or mailed by certified United States mail (return receipt requested) to the addresses hereinafter set forth. Such notice or demand shall be deemed timely given when delivered personally or when deposited in the mail in accordance with the above.

If to the City, at:

City Manager
100 Municipal Circle
Raymore, MO 64083

If to the Sub-divider, at:

William H. Kennedy, III, Esq.
903 North 47th Street.
Rogers, AR 72756

11. The Sub-divider acknowledges that this plat will expire within one year of the date the Raymore City Council approves an ordinance approving **Eastbrooke at Creekmoor Fourth Final Plat Lots 120 through 162 and Tracts A, B & C**; and that failure for any reason to record the plat does not obligate the City to re-approve the plat no matter what improvements may have been completed in furtherance of the current plat known as **Eastbrooke at Creekmoor Fourth Final Plat Lots 120 through 162 and Tracts A, B & C**.

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

(SEAL)

THE CITY OF RAYMORE, MISSOURI

Jim Feuerborn, City Manager

Attest:

Erica Hill, City Clerk

Jody Latham, PRES
Sub-divider - Signature

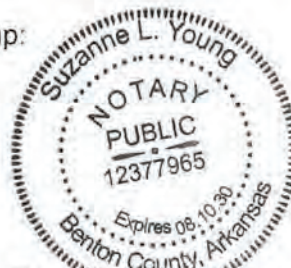
JODY LATHAM
Printed Name

Sub-divider - Signature

Printed Name

Subscribed and sworn to me on this
the 19th day of SEPT 2023
in the County of BENTON,
State of ARKANSAS.

Stamp:



Notary Public: Suzanne L. Young

My Commission Expires: 08.10.30

ATTACHMENT A
FEE CALCULATION FOR EASTBROOKE AT CREEKMOOR 4TH PLAT

ATTACHMENT A - DEVELOPMENT FEE SCHEDULE

FEE CALCULATION FOR [EASTBROOK AT CREEKMOOR 4TH PLAT]

Total Cost for New Public Improvements \$ 607,405.15

All fees and deposits shall be paid prior to recording the final plat. The land disturbance permit fee and erosion control financial security deposit shall be paid prior to commencement of any land disturbance activity (site grading), or if no land disturbance activity started prior to recording of final plat, paid at time of recording final plat.

	Land Disturbance Permit Fee. [455.010B]		
	01-00-4170-0000		
1	If fee paid prior to recording of plat, receipt # _____ *must be paid prior to issuance of a land disturbance permit	\$ 500.00	PAID 7/25/23
	Erosion Control Financial Security Deposit:		
	Developer shall provide financial security for erosion control in the amount of \$1,000 per acre. The first \$5,000 of the financial security must be by cash deposit to the City.		
	[455.010F]		
2	60-00-2811-0000 If deposit paid prior to recording of plat, receipt# 01938883 *must be paid prior to issuance of a land disturbance permit	\$ 5,000.00	PAID 7/25/23
	Additional Erosion Control Financial Security:		
	(The remaining deposit above the first \$5,000 due can be paid in cash) [455.010F]: (11.96 ac. total disturbed)		
	If deposit paid prior to recording of plat, receipt# 01938883		
2a	If letter of credit submitted: financial institution: _____ renewal date of letter of credit: _____ *must be paid prior to issuance of a land disturbance permit	\$ 7,200.00	PAID 7/25/23
	Infrastructure Construction Plan Review Fee:		
	An amount equal to one percent (1%) of the estimated public improvement costs performed by the developer. [445.020H1]		
3	01-00-4182-0000 *must be paid prior to issuance of a construction permit	\$ 6,074.05	
	Infrastructure Construction Inspection Fee:		
	An amount equal to five percent (5%) of the estimated public improvement costs performed by the developer. [445.020H2]		
4	01-00-4165-0000 *must be paid prior to issuance of a construction permit	\$ 30,370.26	
	Emergency Outdoor Warning Siren Fee:		
	\$9.00 per acre (22.59 acres) [Schedule of Fees and Charges]		
5	01-00-4185-0000 *must be paid prior to recording of the final plat	\$ 203.31	
	Parkland Dedication Fee in Lieu		
	27-00-4705-0000		
6	*must be paid prior to recording of the final plat	\$ 6,180.39	PAID AT BLDG PERMIT [\$143.73 per DU]
	TOTAL FEES TO BE PAID PRIOR TO RECORDING PLAT [5] [6]	\$ 203.31	
	TOTAL FEES TO BE PAID PRIOR TO ISSUANCE OF A LAND DISTURBANCE PERMIT [1] [2] [2a]	\$ 12,700.00	
	TOTAL FEES TO BE PAID PRIOR TO ISSUANCE OF A CONSTRUCTION PERMIT FOR PUBLIC IMPROVEMENTS [3] [4]	\$ 36,444.31	



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: September 25, 2023

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 3851: Raymore Commerce Center Easement Amendment - Emergency Reading

STRATEGIC PLAN GOAL/STRATEGY

3.3.4 Ensure capital improvements support economic development priorities

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

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

Amendment to Sewer Utility Easement

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

Bill 3851 seeks authority for the Mayor to execute an Amendment to Sewer Utility Easement with Double G Properties, L.P. and KCI Raymore South, LLC. This action is being sought by Double G Properties, L.P. to facilitate the further development of the Raymore Commerce Center South.

The Amendment will correct and amend a Sewer Utility Easement originally executed in 2005 between the City of Raymore, Rockwell Construction, Inc., and Double G Properties, L.P. The Amendment will specifically correct the legal description of the sanitary sewer easement area so that the boundaries close and allow for modification of the access route to the corrected sanitary sewer easement area. The modified access has been reviewed and approved by Raymore Public Works so as to provide continuing access to the sanitary sewer infrastructure constructed on the affected property.

BILL 3851

ORDINANCE

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT TO SEWER UTILITY EASEMENT FROM DOUBLE G PROPERTIES, L.P. AND KCI RAYMORE SOUTH, LLC, AND DUE TO THE NEED TO CLOSE ON THE PROPERTY IN A TIMELY MANNER, THE MAYOR HAS AUTHORIZED THIS AS AN EMERGENCY READING."

WHEREAS, Double G. Properties, L.P. and Rockwell Construction, Inc., entered into a Sewer Utility Easement recorded with the Cass County Recorder of Deeds on November 14, 2005, in Book 2723 at Page 453 conveying to Rockwell Construction a permanent right and easement upon and over a portion of certain real property owned by the City of Raymore, Missouri; and,

WHEREAS, the Sewer Utility Easement authorized Double G. Properties, L.P. and Rockwell Construction, Inc., to construct, operate, maintain, reconstruct, inspect, and remove a sanitary sewer line including but not limited to, associated material, piping, equipment, lift station, and manholes; and,

WHEREAS, the Sewer Utility Easement granted to the City of Raymore the right to ingress and egress to the sanitary sewer constructed within the easement by reasonable routes across the adjoining property of Double G. Properties, L.P.; and,

WHEREAS, Rockwell Construction is assigning its rights, title, and interest in, to, and under the Sewer Utility Easement to the City of Raymore to facilitate the construction of improvements on the Raymore Commerce Center pursuant to an Assignment of Easement Agreement dated July 21, 2023; and,

WHEREAS, Double G. Properties, L.P., has identified an error in the legal description of the original Sewer Utility Easement which causes the boundaries of the same to not close and desires to have the assistance of the City of Raymore in correcting the error, and providing a standard for the potential modification of the access route to the correctly described easement parcel pursuant to the terms of the Amendment to Sewer Utility Easement attached hereto as Exhibit "A."

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

Section 1. The Mayor is hereby authorized and directed to execute the Amendment to Sewer Utility Easement attached hereto as Exhibit "A", so as to correct the identified error in the legal description of the original Sewer Utility Easement and to allow for a standard for the potential modification of the access route to the correctly described easement parcel.

Section 2. The City Manager and City Clerk are hereby authorized and directed to take all reasonable necessary steps to record the executed Amendment to Sewer Utility Easement and deliver the same to Double G. Properties, L.P.

Section 3. Emergency Reading. The Mayor has authorized this as an Emergency Reading.

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

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

DULY READ THE FIRST TIME THIS 25TH DAY OF SEPTEMBER, 2023.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 25TH DAY OF SEPTEMBER, 2023, BY THE FOLLOWING VOTE:

Councilmember Abdelgawad
Councilmember Baker
Councilmember Barber
Councilmember Burke III
Councilmember Engert
Councilmember Forster
Councilmember Holman
Councilmember Townsend

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature

Title of Document: AMENDMENT TO SEWER UTILITY EASEMENT

Date of Document: _____, 2023

Grantor*: DOUBLE G PROPERTIES, L.P.,
a Missouri limited partnership

and

KCI RAYMORE SOUTH, LLC
a Missouri limited liability company,
as Contract Purchaser

Grantee*: City of Raymore,
a Municipal Corporation of Cass County, Missouri

Grantee Mailing Address(s): 100 Municipal Circle
Raymore, Missouri 64083

Legal Description: See Exhibit A

RETURN TO:

*For Indexing Purposes Only

AMENDMENT TO SEWER UTILITY EASEMENT

THIS AMENDMENT TO SEWER UTILITY EASEMENT (“Amendment”) is made as of this ____ day of _____, 2023 by and between **DOUBLE G PROPERTIES, L.P.**, a Missouri limited partnership (“**Grantor**”), having an address of 1464 Techny Road, Northbrook, Illinois, 60062, and **CITY OF RAYMORE**, a Municipal Corporation of Cass County, Missouri (“**Grantee**”), having an address of 100 Municipal Circle, Raymore, Missouri 64083, and is acknowledged and consented to by **KCI RAYMORE SOUTH, LLC**, a Missouri limited liability company (“**Contract Purchaser**”).

WITNESSETH:

WHEREAS, Grantor and Rockwell Construction, Inc. (“**Rockwell Construction**”) entered into that certain Sewer Utility Easement recorded on November 14, 2005 in Book 2723, Page 453 with the Cass County, Missouri Recorder of Deeds (“**Sewer Utility Easement**”), conveying to Rockwell Construction a permanent right and easement upon and over a portion of certain real property owned by Grantor in Raymore, Cass County, Missouri (“**Original Easement Parcel**”), for the right to construct, operate, maintain, reconstruct, inspect, and remove a sanitary sewer line including, but not limited to, associated material, piping, equipment, lift station, manholes, etc.;

WHEREAS, the Sewer Utility Easement also gave Grantee, among other rights, the right to ingress and egress to and from said easement by reasonable routes across the adjoining property of Grantor (“**Grantor’s Parcel**”);

WHEREAS, Rockwell Construction assigned all of its rights, title, and interest in, to and under the Sewer Utility Easement to Grantee by that certain Assignment Of Easement Agreement dated July 21, 2023, recorded on _____, 2023 in Book ____, Page _____ with the Cass County, Missouri Recorder of Deeds (“**Assignment**”); and

WHEREAS, Grantor and Grantee desire to correct an error contained in the legal description of the Original Easement Parcel as set forth in the Sewer Utility Easement and to provide a standard for the potential modification of the access route to the correctly described “Easement Parcel” as set forth on Exhibit A attached hereto and incorporated herein by reference (the “**Corrected Easement Parcel**”).

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Grantor and Grantee agree as follows:

1. Amended Legal Description of the Easement Parcel. Grantor and Grantee amend the Sewer Utility Easement by deleting in its entirety Exhibit A to the Sewer Utility Easement and replacing it with Exhibit A attached hereto and incorporated herein by reference, which sets forth the Corrected Easement Parcel.

2. Access Route. The parties acknowledge that Grantor’s Parcel is under contract to be sold to Contract Purchaser for ultimate development with buildings and other improvements. In the

event that any buildings or other improvements are constructed upon Grantor's Parcel in the future, and Grantee's then route of ingress and egress over the Easement Parcel must be materially altered as a result of the intended location of the building on Grantor's Parcel, Grantor and Grantee agree to cooperate and identify a reasonable and mutually agreeable alternative path that will allow Grantee to continue to enjoy the rights granted to it under the Sewer Utility Easement to access the Corrected Easement Parcel across the Grantor's Parcel.

3. No Other Amendments; Ratification. Except as expressly amended hereby, the Sewer Utility Easement is unmodified and in full force and effect, and is ratified and affirmed by the parties. To the extent of any inconsistency between the terms and provisions of this Amendment and the Sewer Utility Easement, the terms and provisions of this Amendment shall control.

4. Miscellaneous. This Amendment may be executed in multiple counterparts each of which shall be deemed an original but together shall constitute one and the same instrument. This Amendment shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first set forth above.

SIGNATURES ON FOLLOWING PAGES

GRANTOR:

DOUBLE G PROPERTIES, L.P.,
a Missouri limited partnership

By: Jas Otis Company, its General Partner

By: _____

Name: David Otis

Title: President

STATE OF _____)
)ss.
COUNTY OF _____)

On this ____ day of _____, 2023, before me, a Notary Public in and for said County and State, personally appeared David Otis, to me personally known, who, being by me duly sworn or affirmed, did say that he is the President of Jas Otis Company, the General Partner of DOUBLE G PROPERTIES, L.P., a Missouri limited partnership, and that the foregoing instrument was signed on behalf of said entity, and said person acknowledged said instrument to be the free act and deed of said entity.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year last above written.

Notary Public

My Commission Expires:

GRANTEE:

CITY OF RAYMORE, a Municipal
Corporation of Cass County, Missouri

By: _____

Name: _____

Title: _____

STATE OF _____)
)ss.
COUNTY OF _____)

On this ____ day of _____, 2023, before me, a Notary Public in and for said County and State, personally appeared _____, to me personally known, who, being by me duly sworn or affirmed, did say that he/she is the _____ of CITY OF RAYMORE, a Municipal Corporation of Cass County, Missouri, and that the foregoing instrument was signed on behalf of said entity, and said person acknowledged said instrument to be the free act and deed of said entity.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year last above written.

Notary Public

My Commission Expires:

CONSENT AND ACKNOWLEDGEMENT

By its execution below, KCI Raymore South, LLC, a Missouri limited liability company, as Contract Purchaser of the Grantor's Parcel, acknowledges and consents to the foregoing Amendment as of the date first set forth above.

CONTRACT PURCHASER:

a _____

By: _____

Name: _____

Title: _____

STATE OF _____)

)ss.

COUNTY OF _____)

On this ____ day of _____, 2023, before me, a Notary Public in and for said County and State, personally appeared _____, to me personally known, who, being by me duly sworn or affirmed, did say that he/she is the _____ of _____, a _____, and that the foregoing instrument was signed on behalf of said entity, and said person acknowledged said instrument to be the free act and deed of said entity.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year last above written.

Notary Public

My Commission Expires:

EXHIBIT A
(See Attached)

EXHIBIT "A"

Project No.: 021-05673
Parcel ID No.: 04-09-32-000-000-001.000
Owner: Double G Properties, LP
August 31, 2023

Sanitary Sewer Easement Description:

A 20-foot-wide Permanent Easement, lying 10.00 feet on each side of the following described centerline, whose sidelines shall either be truncated or extended to terminate at the lines which contain the points of Beginning, Terminus, and at angle points, as not to leave any areas of void or overlapping, lying in Section 32, Township 46 North, Range 32 West, in Cass County, Missouri, more particularly described by Patrick Ethan Ward, Missouri PLS-2005000071 of Olsson, LC-366, on August 31, 2023, as follows:

COMMENCING at the Northeast corner of the Northeast Quarter of said Section 32; thence South 03 degrees 19 minutes 17 seconds West, on the East line of said Northeast Quarter, a distance of 2,653.23 feet to the Southeast corner of said Northeast Quarter, said point also being the Northeast corner of the Southeast Quarter of said Section 32; thence South 02 degrees 32 minutes 02 seconds West, on the East line of said Southeast Quarter, a distance of 759.44 feet to the POINT OF BEGINNING; thence North 88 degrees 22 minutes 07 seconds West, departing said East line, a distance of 75.42 feet to a point; thence North 82 degrees 51 minutes 32 seconds West a distance of 193.05 feet to a point; thence South 74 degrees 02 minutes 20 seconds West a distance of 335.84 feet to a point; thence South 63 degrees 48 minutes 03 seconds West a distance of 184.99 feet to a point; thence North 85 degrees 37 minutes 49 seconds West a distance of 225.20 feet to a point herein referred to as Point "A"; thence North 69 degrees 52 minutes 06 seconds West a distance of 245.93 feet to a point; thence North 86 degrees 15 minutes 13 seconds West a distance of 203.48 feet to a point; thence North 46 degrees 24 minutes 11 seconds West a distance of 298.71 feet to a point; thence North 52 degrees 13 minutes 02 seconds West a distance of 480.33 feet to a point; thence South 82 degrees 43 minutes 22 seconds West a distance of 202.92 feet to a point; thence North 43 degrees 34 minutes 18 seconds West a distance of 831.97 feet to a point; thence North 38 degrees 15 minutes 59 seconds West a distance of 419.91 feet to a point; thence North 24 degrees 26 minutes 56 seconds West a distance of 598.46 feet to a point; thence North 06 degrees 18 minutes 34 seconds West a distance of 191.87 feet to a point; thence North 06 degrees 05 minutes 10 seconds West a distance of 259.97 feet to a point; thence North 06 degrees 37 minutes 24 seconds West a distance of 155.45 feet to a point; thence North 08 degrees 30 minutes 20 seconds West a distance of 135.29 feet to a point; thence North 08 degrees 29 minutes 43 seconds West a distance of 252.23 feet to a point; thence North 08 degrees 14 minutes 51 seconds West a distance of 305.05 feet to a point; thence North 08 degrees 49 minutes 58 seconds West a distance of 115.72 feet to a point; thence North 12 degrees 05 minutes 41 seconds West a distance of 82.12 feet to a point; thence North 07 degrees 19 minutes 17 seconds West a distance of 168.83 feet to a point; thence North 07 degrees 32 minutes 55 seconds West a distance of 33.54 feet to a point on the North line of the

Northwest Quarter of said Section 32, said point bearing North 86 degrees 58 minutes 38 seconds West a distance of 1,085.96 feet from the Northeast corner of said Northwest Quarter, and the POINT OF TERMINUS.

And also...

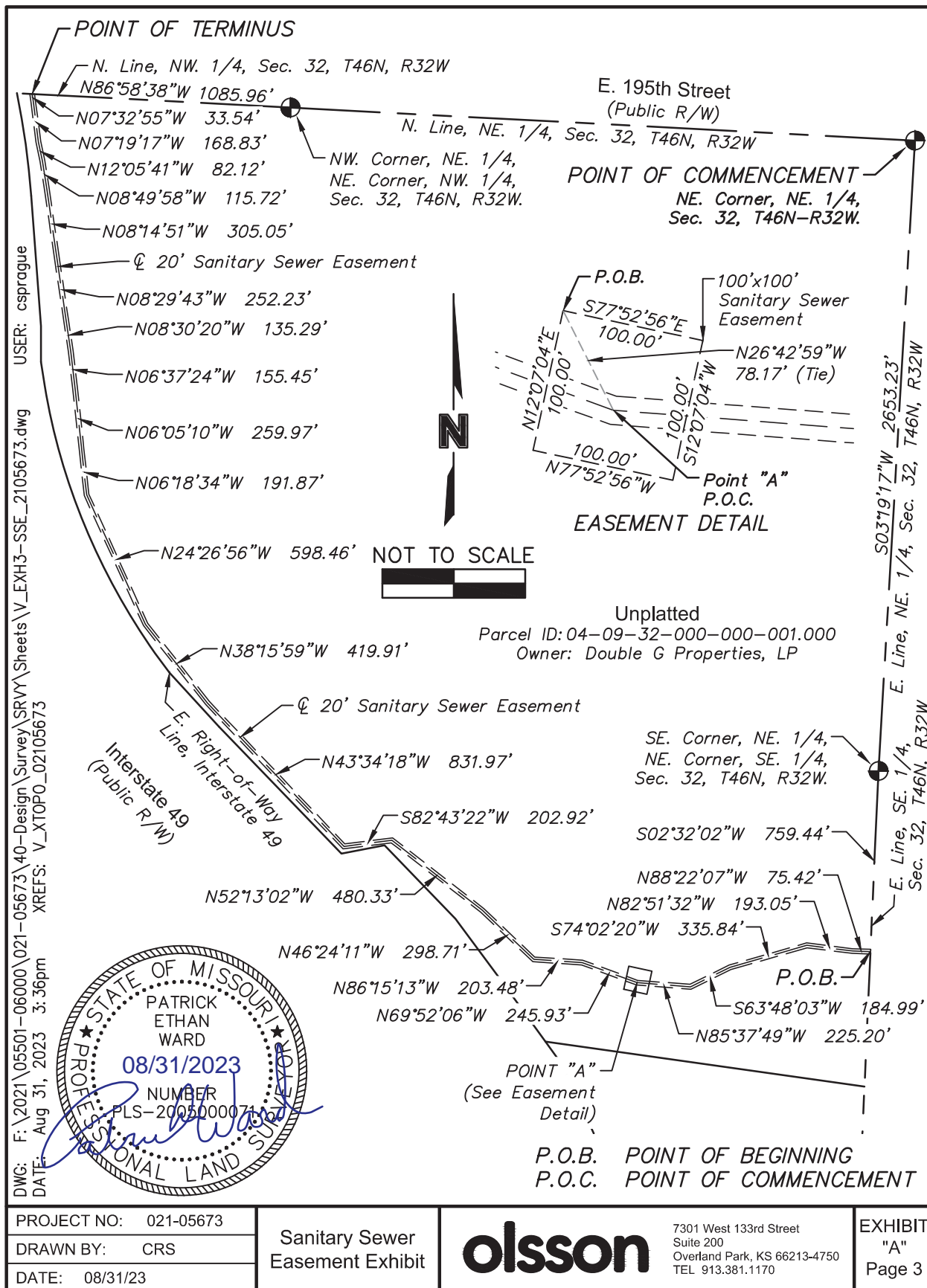
All that part of the Southeast Quarter of said Section 32, more particularly described as follows:

COMMENCING at the aforementioned Point "A"; thence North 26 degrees 42 minutes 59 seconds West a distance of 78.17 feet to the POINT OF BEGINNING; thence South 77 degrees 52 minutes 56 seconds East a distance of 100.00 feet to a point; thence South 12 degrees 07 minutes 04 seconds West a distance of 100.00 feet to a point; thence North 77 degrees 52 minutes 56 seconds West a distance of 100.00 feet to a point; thence North 12 degrees 07 minutes 04 seconds East a distance of 100.00 feet to the POINT OF BEGINNING.

Both Easements combined containing 127,906 square feet, or 2.9363 acres, more or less.

(As depicted on Exhibit "A", Page 3 attached and incorporated herein.)





PROJECT NO:	021-05673
DRAWN BY:	CRS
DATE:	08/31/23

Sanitary Sewer Easement Exhibit

olsson

7301 West 133rd Street
 Suite 200
 Overland Park, KS 66213-4750
 TEL 913.381.1170

EXHIBIT "A"
 Page 3

Miscellaneous

THE RAYMORE CITY COUNCIL HELD A WORK SESSION ON MONDAY, SEPTEMBER 18, 2023, AT 6:00 P.M., AT RAYMORE CITY HALL, 100 MUNICIPAL CIRCLE. PRESENT: MAYOR TURNBOW, COUNCILMEMBERS ABDELGAWAD, BAKER, BARBER, BURKE III, ENGERT, FORSTER, HOLMAN, AND TOWNSEND. ALSO PRESENT: CITY MANAGER JIM FEUERBORN, CITY ATTORNEY JONATHAN ZERR, AND CITY STAFF.

A. Peculiar Animal Control Contract

Chief of Police Jim Wilson presented a request from the City of Peculiar to modify the animal control contract for limited services to be provided by Raymore Animal Control.

B. Parks and Recreation Scoreboards

Parks and Recreation Director Nathan Musteen presented a program allowing for state of the art scoreboards to be placed at the four main baseball fields at Recreation Park.

C. Fiscal Year 2023-24 Budget

City Manager Jim Feuerborn discussed the proposed FY 2024 budget with the Council. The following items were requested by Council to be included in the budget: \$50,000 for portable radar signs, \$13,400 for four FLOCK cameras, maintenance to trails, and adding an additional \$15,000 towards signs included in last year's budget.

D. Other

The work session of the Raymore City Council adjourned at 6:59 p.m.