

AGENDA

Raymore City Council Regular Meeting
City Hall – 100 Municipal Circle
Monday, November 27, 2023
6:00 p.m.

1. Call to Order

2. Roll Call

3. Pledge of Allegiance

4. Presentations/Awards

- Daughters of the American Revolution Regent Marcia Beck
- Kristina Guarino and Donovan Bock, Raymore Behavioral Health Crisis Center

5. Personal Appearances

6. Staff Reports

- A. Public Works (pg 9)
- B. Parks and Recreation (pg 11)
- C. Communications Report
- D. Comprehensive Plan

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, November 13, 2023 (pg 17)
- B. 2023 Curb Replacement Project - Acceptance and Final Payment

Reference: - Resolution 23-48 (pg 27)

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

9. Unfinished Business - Second Reading

A. Vacation of Dean Avenue Right-of-Way

Reference: - Agenda Item Information Sheet (pg 31)
- Bill 3857 (pg 33)
- Staff Report (pg 35)
- ROW Exhibit (pg 43)

Griffin Riley Property Group, as part of the Timber Trails Mixed Use Development located north of Johnston Drive and west of Dean Avenue, has requested to vacate approximately 0.004 acres of existing right-of-way that was dedicated to the City as part of the initial construction of Dean Avenue. Staff has determined that the requested vacation is a remnant tract of land and is not needed by the City.

- City Council, 11/13/2023: Approved 7-0
- Planning and Zoning Commission 10/17/2023: Approved 9-0

B. Acceptance of the Raymore Gateway Blight Study

Reference: - Agenda Item Information Sheet (pg 45)
- Bill 3858 (pg 47)
- Raymore Gateway Blight Study (pg 49)

The City of Raymore in collaboration with Gilmore and Bell conducted a formal blight study on an approximate 3 acre site located at the corner of 58 Highway and Westgate Drive. The study will help better position the Raymore Gateway property for additional development, or redevelopment by allowing the City to utilize certain economic development tools.

- City Council, 11/13/2023: Approved 7-0

C. Raymore Galleria 3rd Final Plat

Reference: - Agenda Item Information Sheet (pg 121)
- Bill 3856 (pg 123)
- Staff Report (pg 126)
- Final Plat Drawing (pg 133)

Thompson Thrift, developer of The Depot at Raymore apartment community, is requesting approval of the Raymore Galleria 3rd final plat, containing approximately 20.67 acres. The request includes the dedication of an access easement for the public trailhead being constructed as part of the project.

- City Council, 11/13/2023: Approved 7-0
- Planning and Zoning Commission 10/17/2023: Approved 9-0

D. Intergovernmental Agreement with the City of Peculiar for Animal Control Services

- Reference: - Agenda Item Information Sheet (pg 135)
- Bill 3838 (pg 137)
- Agreement (pg 139)

The City of Peculiar has requested Raymore Animal Control to provide space in its facility for emergency situations on a per animal per day rate.

- City Council, 11/13/2023: Approved 7-0

E. Intergovernmental Agreement with Cass County Sheriff for Jail Services

- Reference: - Agenda Item Information Sheet (pg 151)
- Bill 3861 (pg 153)
- Intergovernmental Agreement (pg 155)

The Cass County Sheriff's Office has requested that the City of Raymore Police Department enter into an updated jail agreement.

- City Council, 11/13/2023: Approved 7-0

F. MARC Household Hazardous Waste Agreement

- Reference: - Agenda Item Information (pg 163)
- Bill 3854 (pg 165)
- Agreement (pg 167)
- MARC Letter of Invitation (pg 172)

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

- City Council, 11/13/2023: Approved 7-0

G. Award of Contract - Financial Advisor

- Reference: - Agenda Item Information Sheet (pg 173)
- Bill 3863 (pg 175)
- Contract (pg 177)

The City retains the services of a financial advisor to assist the City in identifying capital financing alternatives and planning its debt program. Staff

recommends that Piper Sandler & Company be retained to act as the City's independent financial advisor for the next three years.

- City Council, 11/13/2023: Approved 7-0

10. New Business - First Reading

A. Conditional Use Permit to Maintain Pole Sign at 108 N. Madison (public hearing)

Reference: - Agenda Item Information Sheet (pg 187)
- Bill 3865 (pg 189)
- Staff Report (pg 191)

Michael Joy, owner of the property at 108 N. Madison Street is requesting a Conditional Use Permit to maintain a non-conforming pole sign in accordance with Section 435.100 of the Unified Development Code. The sign has been determined to be abandoned, as defined by Section 475.070 of the UDC, and as a result, City staff issued a violation letter to have the sign brought into compliance with City Code.

The applicant is requesting a Conditional Use Permit in order to maintain the sign in its current condition with no modifications.

- Planning and Zoning Commission, 11/21/2023: Denied, 6-1

B. Correction to Legal Description for Raymore Commerce Center South Planned Unit Development

Reference: - Agenda Item Information Sheet (pg 201)
- Bill 3866 (pg 203)
- Boundary Survey (pg 206)

The City Council originally approved the Planned Unit Development (PUD) zoning for the Raymore Commerce Center South development on July 25, 2022. As the developer has made progress on the development of the site, errors in the initial legal description, including omitted book and page number references, directional bearings and other conveyances of land were identified.

Prior to proceeding with further platting or development of the site, City staff and the developer wish to correct the legal description of the property in order to maintain consistency and avoid further errors.

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:

- Parks and Recreation Board Minutes, 9/26/2023 (pg 209)
-

EXECUTIVE SESSION (CLOSED MEETING)

The Raymore City Council is scheduled to enter into executive session to discuss litigation as authorized by RSMo 610.021 (1).

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

November 2023

ENGINEERING DIVISION

Projects Under Construction

FY 2023 Street Preservation
FY 2023 Curb Replacement
Blue Stem Court Reconstruction
Police Firing Range Improvements
Johnston Drive dean to Harmon

Development Under Construction

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

OPERATIONS & MAINTENANCE DIVISION

- 76 City Hall Work Orders
- 11 Driveway Inspections
- 4 Final ROW Inspections
- 403 Locates
- 35 Service Requests
- 2 Water Inspections
- 6 Sewer Inspections
- 5 Sidewalk Inspections
- 2 Water Taps
- 5 Curb Inspections
- Misc water meter repairs
- Continued with new hire training
- Located and repaired water break on S Franklin St
- Located and repaired water break on Roanke Dr
- Water meter ERT replacement and repairs
- Repaired pothole patch trailer
- Mowed public works shop
- Fleet maintenance
- Located and repaired water break on Thompson Cir
- Asphalt patching on Thompson Cir
- Asphalt patching on Lakeshore Dr
- Located and repaired water break on Roanke Dr
- Bi-monthly samples
- Replaced batteries in the F-550's
- Maintanenced and filled up generators at lift stations and public works

- Snow plow prep
- Located and repaired water break on S Franklin St
- Pothole patch
- Sign repairs
- Completed water disconnections
- Turned on meters
- Picked up recycling cart throughout the city
- Reported plow hazards in plow routes

MONTHLY REPORT

November 2023

Monthly Highlights

Post Date: 10/30/2023 9:11 AM

RAYMORE, MO – Raymore resident and Raymore Parks and Recreation Board Chair Steve Trautman was recently honored at the Missouri Municipal League’s West Gate Region Civic Leadership Banquet at the Belvoir Winery and Inn in Liberty.

Mayor Kris Turnbow nominated Trautman for the award in recognition of his continued contributions to the community:

The City of Raymore is pleased to honor Raymore resident Steve Trautman as its 2023 West Gate Civic Leadership Award recipient.

Mr. Trautman has served the community and its youth for many years, first by volunteering his time with the Raymore Peculiar Soccer Club for a decade and being an instrumental part of bringing the first competitive soccer club to Cass County, as well as bringing both recreational and competitive soccer tournaments to the community for the very first time.

Trautman has continued his service to the community by serving on the Raymore Parks and Recreation Board since 2016.

Mr. Trautman became the chair of the Park Board in 2018, and has overseen capital improvement projects including the construction of the Raymore Activity Center—where he walks every morning, the Centerview event space, national award-winning Hawk Ridge Park and the Hawk’s Nest All Inclusive Playground, as well as T.B. Hanna Station’s national award-winning improvements.

Believing in play and enjoyment of the game for players of all skill and development levels, he led staff in the transition of competitive soccer to recreation soccer with the development of the social sports leagues in the fall of 2020. These leagues focus purely on fun with the intention to welcome children of all abilities to the sport.

Mr. Trautman also works part time as the director of coaching for the Raymore Parks and Recreation Department where he spends his weeknights and Saturdays assisting coaches, mentoring referees and supervising the league during the soccer season.

Mr. Trautman is a true inspirational leader for everyone who has had the honor to volunteer with him. He’s always looking for the best opportunities the community can provide to its youth and I am honored to recognize Mr. Trautman for his service to Raymore.





Other News

- Athletic Coordinator Nick Cook prepped for the upcoming coaches meeting held prior to the start of the basketball season. The coaches meeting was held Thursday, Nov. 9 at the Raymore Activity Center.
- Athletic Coordinator Nick Cook met with Concessions Supervisor Abigail Bertz to discuss policy changes that will be implemented during the upcoming basketball season.
- Recreation Coordinator Corinne Harkins prepped for the upcoming Veterans Celebration being held at Centerview on Thursday, Nov. 9.
- Recreation Coordinator Corinne Harkins hosted those participants registered for the Nintendo Switch Club every Thursday. Last day of this season's club was November 16.
- Nine participants are registered for the November painting class scheduled for Sunday, Nov. 5. The theme for the painting class was fall pumpkins.
- Recreation Superintendent Todd Brennon met online with representatives of Agents of Discovery. Agents of Discovery presents a mobile app that is interactive for consumers while they are in the parks.
- Parks maintenance pulled flowers at City Hall and the round-a-bouts.
- Recreation Coordinator Corinne Harkins met with program instructors to discuss programming for the 2024 calendar year.
- Park maintenance mowed and striped the baseball fields at Recreation Park for a slow pitch softball tournament on Saturday, Nov. 11.
- Park Superintendent Steve Rulo met with the scoreboard contractor and electrician to begin the install of the scoreboards at Recreation Park.
- Recreation Superintendent Todd Brennon, Recreation Coordinator Corinne Harkins and Athletic Coordinator Nick Cook met at T.B. Hanna Station and began prepping the skate shop for beginning operations.
- Park maintenance mowed the native flower bed located on the south side of Centerview.
- Parks and Recreation Director Nathan Musteen participated in a progress meeting with Development Services staff on the City's comprehensive plan.
- Parks and Recreation Director Nathan Musteen attended the Kansas City Area Development Council's Annual Luncheon with Economic Development Director Jordan Lea and Development Services Director David Gress.





- The Parks and Recreation Board met on Tuesday, Nov. 14. Topics of discussion included current capital projects and award of contract for Recreation Park trail repairs.
- Park Maintenance staff began building the Rink at T.B. Hanna Station for the upcoming holiday and winter season.
- New scoreboards were installed on fields 3, 4, 5 and 6 at the baseball/softball complex at Recreation Park.
- Parks and Recreation staff met in a planning session for the Mayor's Tree Lighting event on Friday, Dec. 1 at T.B. Hanna Station.
- Recreation Superintendent Todd Brennon and Athletic Coordinator Nick Cook met with Wheelhouse Baseball to discuss partnership opportunities.
- Recreation Superintendent Todd Brennon and Parks Superintendent met with Eric Eastwood discussing the upcoming disc golf course work at Recreation Park.
- Athletic Coordinator Nick Cook attended the South Metro Sports Group scheduling meeting for the youth basketball league. Basketball practices began the week of Nov. 13 with games starting in December.
- Parks and Recreation Director Nathan Musteen and Recreation Superintendent Todd Brennon met with Sam Johnson, Director of Community Partnerships at Ray-Pec School District.
- Recreation Coordinator Corinne Harkins prepared for the annual [Holiday Craft Fair](#) scheduled for Saturday, Nov. 18 from 10 a.m. to 2 p.m. at the Raymore Activity Center.

Facility Use for the Month

Centerview

Medicare Workshop
2 HOA Meetings
2 Wedding receptions
Raymore Garden Club Meeting
Live Wires Monthly Square Dance
Wedding Anniversary Party
Tri-County Art League Meeting
Edward Jones Thanksgiving Meal

RAC Rentals

Numerous volleyball rentals
3 Birthday parties



MAYOR'S TREE LIGHTING & *Raymore Christmas Tree Trail*

6 p.m., Friday, Dec. 1 at T.B. Hanna Station

Free ice skating & refreshments
Visit Santa!



Sponsored by:

Community Bank of Raymore
Raymore-Peculiar Sunrise Optimists Club

Find out how to display your own tree on the Raymore Christmas Tree Trail at raymore.com/parks

Consent Agenda

THE RAYMORE CITY COUNCIL MET IN REGULAR SESSION ON MONDAY, NOVEMBER 13, 2023 IN COUNCIL CHAMBERS AT 100 MUNICIPAL CIRCLE, RAYMORE, MISSOURI. MEMBERS PRESENT: MAYOR TURNBOW, COUNCILMEMBERS ABDELGAWAD, BAKER, BARBER, BURKE III, ENGERT ABSENT, FORSTER, HOLMAN, AND TOWNSEND. ALSO PRESENT: CITY MANAGER JIM FEUERBORN, CITY ATTORNEY JONATHAN ZERR, AND CITY CLERK ERICA HILL.

1. Call to Order

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

2. Roll Call

City Clerk Erica Hill called roll; quorum present to conduct business. Councilmember Engert was absent.

3. Pledge of Allegiance

4. Presentation/Awards

5. Personal Appearances

6. Staff Reports

Development Services Director David Gress reviewed the staff report included in the packet. He announced that GIS Coordinator Heather Eisenbarth's last day is November 17 and noted she's been with Raymore for more than 20 years.

City Clerk Erica Hill provided an update on the transition to new agenda management software.

Chief of Police Jim Wilson reviewed the staff report included in the packet.

City Manager Jim Feuerborn announced items for the November 20 work session.

7. Committee Reports

8. Consent Agenda

A. City Council Meeting minutes, October 23, 2023

B. Resolution 23-36: Land Water Conservation Fund - Grant Application

C. Resolution 23-37: Acceptance of Public Improvements - Parkside 1st

D. Resolution 23-38: Acceptance of Public Improvements - Sunset Lane 1st

E. Resolution 23-39: Acceptance of Public Improvements - 163rd Street Sta. 15+48 through Sta. 23+36

- F. Planning and Zoning Commission Reappointments**
 - a. Resolution 23-41: Planning and Zoning Commission Reappointment of Eric Bowie**
 - b. Resolution 23-42: Planning and Zoning Commission Reappointment of Eric Smith**
- G. Park Board Reappointments**
 - a. Resolution 23-43: Park Board Reappointment of Steve Trautman**
 - b. Resolution 23-44: Park Board Reappointment of Kenneth Cooper**
- H. Arts Commission Reappointments and Appointment**
 - a. Resolution 23-45: Arts Commission Reappointment of Robert Berry**
 - b. Resolution 23-46: Arts Commission Reappointment of Patricia Setser**
 - c. Resolution 23-47: Arts Commission Appointment of Cheryl Cunningham**

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

DISCUSSION: Councilmember Abdelgawad recognized Mr. Trautman in the audience. Mayor Turnbow noted that he was the recipient from Raymore of the 2023 MML Westgate Civic Leadership Award.

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

9. Unfinished Business

10. New Business

A. Vacation of Dean Avenue Right-of-Way (public hearing)

BILL 3857: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, VACATING A PORTION OF DEAN AVENUE ON THE WEST SIDE OF DEAN AVENUE BETWEEN HICKORYLEAF LANE AND JOHNSTON DRIVE, RAYMORE, CASS COUNTY, MISSOURI."

City Clerk Erica Hill conducted the first reading of Bill 3857 by title only.

Mayor Turnbow opened the public hearing at 6:09 p.m. and called for a staff report.

Development Services Director David Gress reviewed the staff report included in the council packet. Griffin Riley Property Group, as part of the Timber Trails Mixed Use Development located north of Johnston Drive and west of Dean Avenue, has requested to vacate approximately 0.004 acres of existing right-of-way that was dedicated to the City as part of the initial construction of Dean Avenue. As this item requires a public hearing, he requested the following be entered into the record: the notice of publication in the North Cass Herald, mailed notices to adjoining property owners, Unified Development Code, application, Growth Management Plan, and the staff report. Staff has determined that the requested vacation is a remnant tract of land containing right-of-way and is not needed by the City.

Mr. Feuerborn noted the development agreement and traffic study associated with this project is moving forward.

Mayor Turnbow opened the floor for public comments. Hearing none, he closed the public hearing at 6:11 p.m.

MOTION: By Councilmember Abdelgawad, second by Councilmember Townsend to approve the first reading of Bill 3857 by title only.

DISCUSSION: None

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

B. Acceptance of the Raymore Gateway Blight Study

BILL 3858: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, DECLARING THE RAYMORE GATEWAY STUDY AREA AS A BLIGHTED AREA."

City Clerk Erica Hill conducted the first reading of Bill 3858 by title only.

Economic Development Director Jordan Lea reviewed the staff report included in the council packet. In collaboration with Gilmore and Bell, the City of Raymore conducted a formal blight study on an approximate 3 acre site located at the corner of 58 Highway and Kentucky Road for the purpose of better positioning the site for potential redevelopment. Section 99.805(1) of the Missouri statutes, defines a "blighted area" as an area which, by reason of the predominance of insanitary or unsafe conditions, deterioration of site improvements, or the existence of conditions which endanger life or property by fire and other causes,

or any combination of such factors, retards the provision of housing accommodations or constitutes an economic or social liability or a menace to the public health, safety, or welfare in its present condition and use. It is the opinion of the City that the study area meets the definition of a blighted area under the Missouri statutes.

Sarah Granath, Gilmore and Bell, stated the Missouri Constitution gives cities the ability to alleviate blight and state statute defines blight. If the Council declares the area as blighted, more tools become available to encourage and assist private redevelopment of the area.

Councilmember Forster asked if there have been conversations with the business to discuss the issues. Mr. Feuerborn stated it's more of a determination of blight as the property exists, not a question of the business defending themselves.

MOTION: By Councilmember Abdelgawad, second by Councilmember Townsend to approve the first reading of Bill 3858 by title only.

DISCUSSION: None

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

C. Raymore Galleria 3rd Final Plat

BILL 3856: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, APPROVING THE RAYMORE GALLERIA 3RD FINAL PLAT, A SUBDIVISION OF LAND LOCATED PARTLY IN SECTION 17 AND SECTION 18, TOWNSHIP 46N, RANGE 32W, ALL IN RAYMORE, CASS COUNTY, MISSOURI."

City Clerk Erica Hill conducted the first reading of Bill 3856 by title only.

Development Services Director David Gress reviewed the staff report included in the council packet. Thompson Thrift, developer of The Depot at Raymore apartment community, is requesting approval of the Raymore Galleria 3rd final plat, containing approximately 20.67 acres. The request includes the dedication of an access easement for the public trailhead being constructed as part of the project.

MOTION: By Councilmember Abdelgawad, second by Councilmember Townsend to approve the first reading of Bill 3856 by title only.

DISCUSSION: None

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

D. Saddlebrook 1st Final Plat

BILL 3855: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, APPROVING THE SADDLEBROOK 1ST FINAL PLAT, A SUBDIVISION OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 46N, RANGE 32W, RAYMORE, CASS COUNTY, MISSOURI."

City Clerk Erica Hill conducted the first reading of Bill 3855 by title only.

Development Services Director David Gress reviewed the staff report included in the council packet. Rob Clifton, representing Saddlebrook LLC, is requesting final plat approval for the 1st phase of the Saddlebrook subdivision, containing 23 single-family lots and four common area tracts located north of Hubach Hill Road, south of the Brookside subdivision. The development includes a minor extension of Brook Parkway, as well as a minor addition to the Brook Parkway trail. At its November 7, 2023 meeting, the Planning and Zoning Commission voted 7-0 to recommend approval of this request. He answered questions from Council.

MOTION: By Councilmember Abdelgawad, second by Councilmember Townsend to approve the first reading of Bill 3855 by title only.

DISCUSSION: None

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

E. Intergovernmental Agreement with the City of Peculiar for Animal Control Services

BILL 3838: "AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF RAYMORE, MISSOURI, TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF PECULIAR FOR ANIMAL CONTROL FACILITY SERVICES."

City Clerk Erica Hill conducted the first reading of Bill 3838 by title only.

Chief of Police Jim Wilson reviewed the staff report included in the council packet. The City of Raymore has previously provided certain animal control services to the City of Peculiar at a flat, annual rate. In March, Peculiar notified Raymore that they would be ending the contract as they would not be providing animal control services except for emergency situations, charged at a per animal per day rate. The contract between the City of Raymore and City of Peculiar outlines the services provided by the Raymore Animal Control in partnership with the Peculiar Police Department.

MOTION: By Councilmember Abdelgawad, second by Councilmember Townsend to approve the first reading of Bill 3838 by title only.

DISCUSSION: None

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

F. Intergovernmental Agreement with Cass County Sheriff for Jail Services

BILL 3861: "AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF RAYMORE, MISSOURI, TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE CASS COUNTY SHERIFF'S OFFICE REGARDING JAIL SERVICES."

City Clerk Erica Hill conducted the first reading of Bill 3861 by title only.

Chief of Police Jim Wilson reviewed the staff report included in the council packet. The Cass County Sheriff's Office has requested that the City of Raymore Police Department enter into an updated jail agreement. The last jail agreement went into effect in 2012. The cost will increase from \$65.00 to \$75.00 per inmate per day for an agreement period of November 27, 2023 to November 27,

2024. We have received no increase in cost since 2012. While it is infrequently used, the City of Raymore has a successful history of utilizing the Cass County Sheriff's Office jail. He answered questions from Council.

MOTION: By Councilmember Abdelgawad, second by Councilmember Townsend to approve the first reading of Bill 3861 by title only.

DISCUSSION: None

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

G. MARC Household Hazardous Waste Agreement

BILL 3854: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, APPROVING AN AGREEMENT WITH THE MID-AMERICA REGIONAL COUNCIL SOLID WASTE MANAGEMENT DISTRICT, RELATING TO THE REGIONAL HOUSEHOLD HAZARDOUS WASTE PROGRAM."

City Clerk Erica Hill conducted the first reading of Bill 3854 by title only.

Public Works Director Mike Krass reviewed the staff report included in the council packet. The City participates on an annual basis in the Mid-America Regional Council (MARC) Solid Waste Management District Household Hazardous Waste (HHW) program. This program allows Raymore residents to participate in several HHW drop off events held throughout the metropolitan area including an event that alternates between Raymore and Belton and several permanent HHW drop off locations throughout the metropolitan area that can be used year-round. Budget for this service is \$27,828.00 and this year's agreement is \$27,349.39. MARC calculates the annual fee for this service based on a per capita rate of \$1.13 multiplied by the 2022 Census' estimated population for our community (24,203). He answered questions from Council.

MOTION: By Councilmember Abdelgawad, second by Councilmember Townsend to approve the first reading of Bill 3854 by title only.

DISCUSSION: None

VOTE:	Councilmember Abdelgawad	Aye
	Councilmember Baker	Aye
	Councilmember Barber	Aye
	Councilmember Burke III	Aye

Councilmember Engert	Absent
Councilmember Forster	Aye
Councilmember Holman	Aye
Councilmember Townsend	Aye

H. Award of Contract - Financial Advisor

BILL 3863: "AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, APPROVING AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH PIPER SANDLER & COMPANY TO SERVE AS THE INDEPENDENT FINANCIAL ADVISOR TO THE CITY FOR A THREE-YEAR PERIOD."

City Clerk Erica Hill conducted the first reading of Bill 3863 by title only.

Finance Director Elisa Williams reviewed the staff report included in the council packet. The City of Raymore issued a Request for Qualification (RFQ) for a financial advisor. Piper Sandler & Company was the only company to respond to the RFQ. Staff recommends Piper Sandler & Company to serve as the Financial Advisor for the City as outlined in the attached contract. There is no change in the contracted fee structure.

MOTION: By Councilmember Abdelgawad, second by Councilmember Townsend to approve the first reading of Bill 3863 by title only.

DISCUSSION: None

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

11. Public Comment

12. Mayor/Council Communication

Mayor Turnbow and Councilmembers congratulated Mr. Trautman on receiving the Civic Leadership Award and thanked the volunteers that were appointed and reappointed.

Councilmember Forster noted that donations are accepted for Shop with a Cop through the city's website.

MOTION: By Councilmember Abdelgawad, second by Councilmember Townsend to adjourn to Executive Session to discuss litigation matters, real estate acquisition matters, and personnel matters as authorized by §610.021(1)(2)(3).

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

The regular meeting of the Raymore City Council adjourned to Executive Session at 6:35 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	Aye
	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 7:32 p.m.

Respectfully submitted,

Erica Hill
City Clerk

RESOLUTION 23-48

"A RESOLUTION OF THE CITY OF RAYMORE, MISSOURI, ACCEPTING THE 2023 CURB 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 2023 Curb Replacement Project is accepted.

Section 2. The final payment in the amount of \$16,854.06 is approved.

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

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

DULY READ AND PASSED THIS 27TH DAY OF NOVEMBER, 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: November 13, 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 3857: Vacation of Dean Avenue Right-of-Way

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: October 17, 2023
Action/Vote: Approval, 9-0

LIST OF REFERENCE DOCUMENTS ATTACHED

Staff Report
Right of Way Exhibit

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

Griffin Riley Property Group, as part of the Timber Trails Mixed Use Development located north of Johnston Drive and west of Dean Avenue, has requested to vacate approximately 0.004 acres of existing right-of-way that was dedicated to the City as part of the initial construction of Dean Avenue.

Staff has determined that the requested vacation is a remnant tract of land containing right-of-way and is not needed by the City.

BILL 3857

ORDINANCE

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, VACATING A PORTION OF DEAN AVENUE ON THE WEST SIDE OF DEAN AVENUE BETWEEN HICKORYLEAF LANE AND JOHNSTON DRIVE, RAYMORE, CASS COUNTY, MISSOURI."

WHEREAS, owners of land adjacent to the portion of Dean Avenue between Hickoryleaf Lane and Johnston Drive have petitioned the City Council to vacate said portion of the street; and,

WHEREAS, after a public hearing was held on October 17, 2023, the Planning and Zoning Commission has submitted its recommendation of approval to the City Council of the City of Raymore, Missouri; and,

WHEREAS, the City Council of the City of Raymore, Missouri, held a public hearing to hear testimony regarding the proposed street vacation on November 13, 2023, after notice of said hearing was published in a newspaper of general circulation in the City at least 15 days prior to said hearing; and,

WHEREAS, following conclusion of all testimony and upon due consideration and deliberation, the City Council has determined that the proposed vacating by the City of a portion of Dean Avenue between Hickoryleaf Lane and Johnston Drive is in the best interest of the City and would promote the public health, safety, and welfare.

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

Section 1. The City Council hereby finds and declares it necessary, reasonable and proper to vacate the street right-of-way described as follows, and as depicted in the attached Exhibit A.

A tract of land in the East Half of Section 18 Township 46 North, Range 32 West of the 5th Principal Meridian in Raymore, Cass County, Missouri being bounded and described as follows:

A tract of land in the Northeast Quarter of Section 18, Township 46 North, Range 32 West of the 5th Principal Meridian in Raymore, Cass County, Missouri being bounded and described by or under the direct supervision of Jason S Roudebush, P.L.S. 2002014092 as follows: Beginning at the Southwest corner of a General Warranty Deed recorded April 14, 2004 as Document No. 294186, in Book 2431, at Page 196; thence North 03°30'43" East, on the West line of said Deed, 26.70 feet to the most Southerly point in a Right of Way Deed for Dean Avenue, recorded August 27, 2021 as Document No. 699275, in Book 4740, at Page 124; thence Southerly on the Southerly extension of the Westerly right of way line of said Dean Avenue as recorded in last said deed, on a curve to the left having an initial tangent bearing of South 20°06'58" East with a radius of 740.00 feet, a central angle of 02°16'02" and an arc distance of 29.28 feet to point on the South line of said deed recorded as Document No. 294186, in Book 2431, at Page 196, said point also being the Northwest corner of a Right of Way Deed for Dean Avenue recorded August 27, 2021 as Document No. 699273, in Book 4740 at Page 122; thence North 86°58'33" West, on a line non-tangent to last said curve, on the South line of said deed recorded as Document No. 294186, in Book 2431, at Page 196, 12.27 feet to the Point of Beginning. Containing 161 square feet or 0.004 acres, more or less.

Section 2. The City Council hereby makes the findings of fact made by the Planning and Zoning Commission and accepts the recommendations and conditions of the Planning and Zoning Commission.

Section 3. Reversionary Rights. The statutory right of reversion in the owners of the abutting property is hereby confirmed, as is provided by the laws of the State of Missouri, and the Mayor and the City Clerk are hereby authorized to execute all necessary instruments required to confirm the reversionary rights of the owners of property abutting on the area vacated, as described in Section 1 of this Ordinance.

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 13TH DAY OF NOVEMBER, 2023.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 27TH DAY OF NOVEMBER, 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



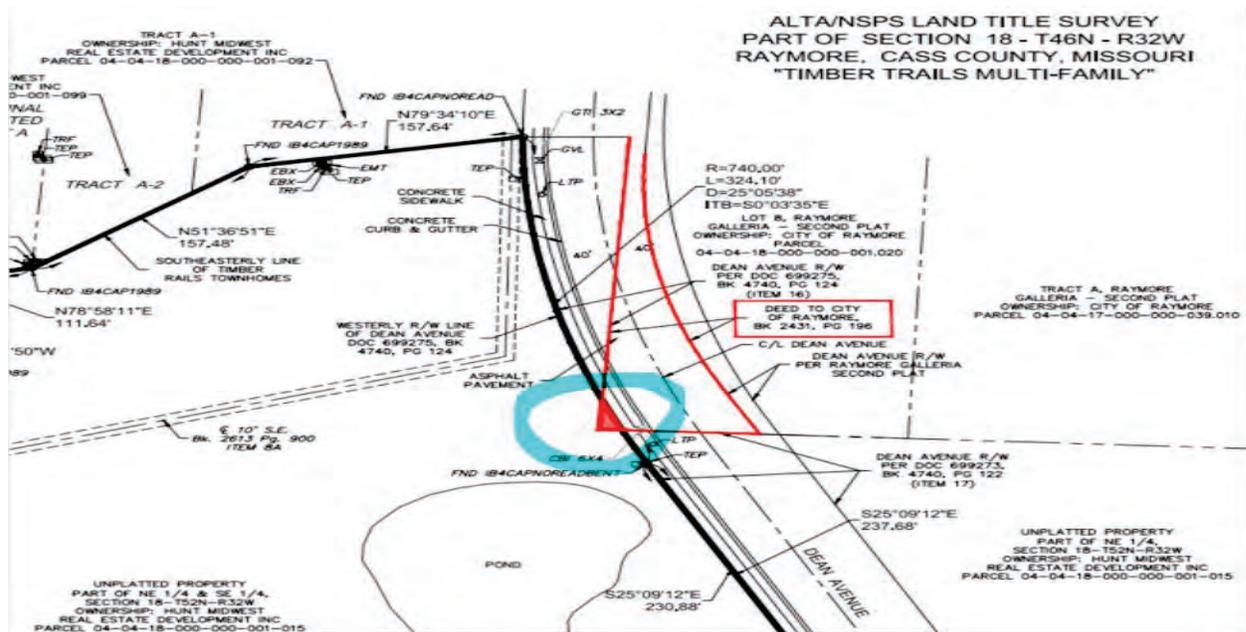
To: City Council
From: Planning and Zoning Commission
Date: November 13, 2023
Re: Case # 23040 - Timber Trails, Dean Ave. - Vacation of ROW

GENERAL INFORMATION

Applicant/Property Owner: Jake Loveless, Griffin Riley Property Group
21 SE 29th Terr.
Lee's Summit, MO 64082

Requested Action: To vacate a portion of City Right-of-Way

Property Location: Generally, west of Dean Ave. and north of future extension of Johnston Dr.



Site Photos:



Looking east from Interstate 49



Looking northeast from Benton House at Johnston Dr terminus.



Looking south from Barberry Ln terminus.



Looking west from Dean Ave.



Looking northwest from the interstation of Johnston Dr and Dean Ave.

Existing Zoning:	“PUD” Planned Unit Development
Existing Surrounding Zoning:	North: “R-3AP” Multiple Family Residential Planned District South: “PUD” Planned Unit Development East: “R-1P” Single-Family Residential Planned District West: Interstate
Existing Surrounding Uses:	North: Townhomes South: Undeveloped East: Undeveloped West: Interstate

ROW Size: 0.004 Acres

Total Number of Lots: Right-of-Way

Growth Management Plan: The Future Land Use Plan Map contained in the Growth Management Plan identifies this area as appropriate for High Density Residential.

Major Street Plan: The Major Thoroughfare Plan Map classifies Dean Ave. as a Minor Arterial and Johnston Dr as a Minor Collector.

Advertisement: September 20, 2023 **North Cass Herald** newspaper
October 25, 2023 **North Cass Herald** newspaper

Public Hearing: October 17, 2023 Planning Commission Meeting
November 13, 2023 City Council Meeting

Items of Record: **Exhibit 1. Mailed Notices to Adjoining Property Owners**
Exhibit 2. Notice of Publication
Exhibit 3. Unified Development Code
Exhibit 4. Application
Exhibit 5. Growth Management Plan
Exhibit 6. Staff Report
Additional Exhibits as presented during hearing

PROPOSAL

Outline of Requested Action: The applicant seeks to obtain approval to vacate 0.004 acres of Right-of-Way currently owned by the City of Raymore generally located at the northwest corner of Dean Ave. and future extension of Johnston Dr.

PREVIOUS ACTIONS ON OR NEAR THE PROPERTY

1. On January 26, 2004, an application to rezone the entirety of the Timber Trails development from its previous "A" and "M-1" zoning designations to R-1P and R-3P zoning designations was approved by the City Council.
2. On February 9, 2004, a preliminary plat for the area including the subject property and the area that is now the location of Benton House, was approved to include 336 townhome units.
 - a. Of the remaining undeveloped portion of the preliminary plat, 268 townhomes remain approved, but unbuilt.
3. The first final plat for the Timber Trails townhome development was approved on February 14, 2005, and included 17 buildings, containing a total of 68 townhome units, all of which have been constructed.
4. With the adoption of the Unified Development Code, the zoning classification was converted from "R-3P" to "R-3AP" on January 1, 2009.
5. In December of 2008, Hunt Midwest Real Estate, filed a joint-application with the Dalmark Group to request Preliminary Plat approval for this portion of the Timber Trails development to allow for the construction of a 340-unit apartment development. On August 10, 2009, the City Council approved the request to

allow for the proposed apartment development. No development applications were ever submitted to the City for this project. Staff determined that the Preliminary Plat for this portion of the development expired due to the lack of a submittal of a final plat application in accordance with the Unified Development Code.

- a. The application for this development was filed prior to the adoption of the Unified Development Code on January 1, 2009. This secured their right to build an apartment community on the property under the R-3A Multiple-Family Residential zoning. Apartment uses are restricted to the R-3B zoning district under the current zoning code.
6. The City Council has approved extensions to the Preliminary Plat in 2007, 2009, 2011, 2013, 2016, and 2020.
7. At its August 11, 2014 meeting City Council approved a conditional use permit for a senior living facility (Benton House) to be located southwest of the subject property. On September 2, 2014, the Planning and Zoning Commission approved the Benton House of Raymore Site Plan.
8. On April 25, 2022, the City Council approved the PUD rezoning and Preliminary Development Plan for Allera, a 170-lot detached single family development, that also included a 9-unit live/work attached single family component. No applications have been submitted for this property to date.
9. The applicant, Griffin Riley Property Group, originally submitted a PUD rezoning request for this property in October of 2021. Upon initial review of the application, and further discussion with City staff, the applicant requested to place the application on hold. The application expired in accordance with the Unified Development Code.
10. The Timber Trails 3rd Plat, located to the southeast of the subject property, was approved by the City Council on September 26, 2022. This was the most recent development within the Timber Trails area.
11. On July 24, 2023 the Planning and Zoning Commission voted to approve the rezoning and preliminary development plan for the Timber Trail Mixed Use development.

ENGINEERING DIVISION COMMENTS

The Engineering Department has reviewed the application and has recommended approval of the request to vacate the Right-of-Way.

STAFF COMMENTS

1. Notices were sent out to 19 adjoining property owners.
2. The subject right-of-way only abuts undeveloped land that is owned by the applicant.
3. Section 470.170A(1) "Applicability" of the Unified Development Code states, "*No vacation may take place, unless the consent of the persons owning two-thirds (2/3) of the property immediately adjoining thereto is obtained in writing.*" The only property owner that immediately adjoins the 0.004 Acres of City Owned Right-of-Way is the applicant.
4. The subject tract is a remnant tract of ROW that was dedicated by a legal description during the construction of Dean Avenue. The subject tract is not needed by the City.

PLANNING COMMISSION PROPOSED FINDINGS OF FACT

Under Section 470.170 of the Unified Development Code, the City Council is directed concerning its actions in dealing with a request to vacate a portion of a utility easement or right of way. Under 470.170(C)(3) the City Council may approved the application if it determines from the evidence that:

1. due and legal notice has been given by publication as required herein;

Legal notice of the request was published in the *North Cass Herald* on September 20, 2023 for the Planning and Zoning Commission public Hearing, and again on October 25, 2023 for the City Council public hearing.

2. no private rights will be injured or endangered by the vacation;

The proposed vacation will not injure or endanger any private rights.

3. The proposed vacation is not contrary to the Growth Management Plan or any other transportation plans for the City; and

The proposed vacation is not contrary to the Growth Management Plan or any other Transportation plans for the City.

4. The public will suffer no loss or inconvenience thereby and that in justice to the applicant or applicants the application should be granted.

The public will not suffer any loss or inconvenience by the reduction in the

Right-of-Way.

REVIEW OF INFORMATION AND SCHEDULE

<u>Action</u> Review	<u>Planning Commission</u> October 27, 2023	<u>City Council 1st</u> November 13, 2023	<u>City Council 2nd</u> November 27, 2023
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STAFF RECOMMENDATION

Staff recommends that the Planning and Zoning Commission accept the staff proposed findings of fact and forward Case # 23040 Timber Trail, Dean Ave. - Vacation of Right-of-Way to the City Council with a recommendation of approval.

PLANNING COMMISSION RECOMMENDATION 10/17/2023

At its October 17, 2023 meeting, the Planning and Zoning Commission voted 9-0 to accept the staff proposed findings of fact and forwards Case # 23040 Timber Trails, Dean Ave. - Vacation of Right-of-Way to the City Council with a recommendation of approval.



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: November 13, 2023

SUBMITTED BY: Jordan Lea

DEPARTMENT: Economic Development

<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 3858: Raymore Gateway Blight Study

STRATEGIC PLAN GOAL/STRATEGY

1.2.1 Create a physical environment that inspires a sense of pride

FINANCIAL IMPACT

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

PROJECT TIMELINE

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

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

Raymore Gateway Blight Study

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

The City of Raymore in collaboration with Gilmore and Bell conducted a formal blight study on an approximate 3 acre site located at the corner of 58 Highway and Kentucky Road for the purpose of better positioning the site for potential redevelopment.

Section 99.805(1) of the Missouri statutes, defines a “blighted area” as an area which, by reason of the predominance of insanitary or unsafe conditions, deterioration of site improvements, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, retards the provision of housing accommodations or constitutes an economic or social liability or a menace to the public health, safety, or welfare in its present condition and use.

It is the opinion of the City that the study area meets the definition of a blighted area under the Missouri statutes.

BILL 3858

ORDINANCE

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, DECLARING THE RAYMORE GATEWAY STUDY AREA AS A BLIGHTED AREA."

WHEREAS, the City of Raymore, Missouri, a constitutional charter city and political subdivision of the State of Missouri (the "City"), is authorized and empowered pursuant to the provisions of Article VI, Section 21 of the Missouri Constitution, as amended, to provide for the clearance, replanning, reconstruction, redevelopment and rehabilitation of blighted, substandard or insanitary areas; and,

WHEREAS, the constitutional provision does not define blight or provide a method for determining if blight exists, however, various Missouri statutes reference the definition of blight located in Section 99.805 of the Real Property Tax Increment Allocation Redevelopment Act (the "TIF Act"); and,

WHEREAS, the City staff prepared a blight study (the "Blight Study") of the Raymore Gateway Study Area (the "Study Area"), attached as **Exhibit A**, utilizing the blight definition located in the TIF Act; and,

WHEREAS, the City Council hereby finds and determines that the Raymore Gateway Study Area is a blighted area.

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

Section 1. Determination of Blight. The City Council hereby finds that the Study Area is a blighted area, as such term is defined in Section 99.805(1), RSMo, due to the presence of blighting factors as set forth in the Blight Study attached as **Exhibit A**, including that the Study Area is characterized by insanitary and unsafe conditions, deterioration of site improvements and endangering life or property by fire or other causes, which create an economic liability and is a menace to the public, health, safety, morals and welfare in its present condition and use.

Section 2. Effective Date. This Ordinance shall take effect and be in full force from and after its passage and adoption by the City Council and approval by the Mayor.

DULY READ THE FIRST TIME THIS 13TH DAY OF NOVEMBER, 2023.

BE IT REMEMBERED THE ABOVE ORDINANCE WAS READ A SECOND TIME AND APPROVED AND ADOPTED THIS 27TH DAY OF NOVEMBER, 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

EXHIBIT A

Blight Study

THE RAYMORE GATEWAY BLIGHT ANALYSIS

October 23, 2023

City of Raymore, Missouri

A STUDY PREPARED BY:

City of Raymore, Missouri
100 Municipal Circle
Raymore, MO 64083

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Blight Analysis

Raymore Gateway

I. INTRODUCTION

This Blight Analysis addresses property conditions at the northeast corner of the intersection of Foxwood Drive/58 Highway and Kentucky Road, bordered on the east by Westgate Drive, including 1918 W. Foxwood Drive (the “Study Area”) in the City of Raymore, Missouri (the “City”). The Study Area includes two parcels (Parcel Nos. 4-03-08-300-002-005.000 and 4-03-08-300-002-001.003) containing a total of approximately 2.97 acres. Parcel No. 4-03-08-300-002-005.000 is herein referred to as “Lot 1” and contains approximately 2.76 acres. Parcel No. 4-03-08-300-002-001.003 is herein referred to as “Lot 2” and contains approximately 0.21 acres. A map and aerial photo of the Study Area are attached as Exhibit 1A and Exhibit 1B, respectively. Lot 1 is owned by Realty Income Corporation and Lot 2 is owned by North Raymore 58 Equity Partners LLC.

The City is conducting this analysis to determine whether the Study Area satisfies the qualification criteria as a “blighted area” under the Revised Statutes of Missouri. This report covers events and conditions existing on two separate site visits, with the most recent site visit occurring on October 18, 2023. Events, conditions, and actions occurring after this date are excluded from this analysis. In addition to the site visits, the evaluation of the Study Area was supplemented with information provided by the Cass County Assessor’s office and GIS system, among others.

Certain redevelopment incentives to renovate, reconstruct and rehabilitate privately-owned properties, are available in areas that the City determines to be a “blighted area” under the Missouri statutes. The City has been approached about a potential development in the Study Area, and is conducting this Blight Study to determine if the Study Area is a “blighted area” under the Missouri statutes. Such finding would make redevelopment incentives available to assist in the redevelopment of the Study Area.

Article 6, Section 21 of the Missouri Constitution authorizes constitutional charter cities, such as the City, to remediate blight. The constitutional provision does not define blight or provide a method for determining if blight exists. Missouri statutes, including the Community Improvement District Act, Chapter 353 and others, reference the definition of blight located in Section 99.805 of the Real Property Tax Increment Allocation Redevelopment Act (TIF Act). This Blight Study therefore relies on the TIF Act as a basis for defining and establishing blight.

Section 99.805(1) of the Missouri statutes, defines a “blighted area” as:

... an area which, by reason of the predominance of insanitary or unsafe conditions, deterioration of site improvements, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, retards the provision of housing accommodations or constitutes an economic or social liability or a menace to the public health, safety, or welfare in its present condition and use.

This analysis will detail the reasons why the existing conditions within the Study Area support a determination that the Study Area is a “blighted area.”

II. EXISTING LAND USE

The Study Area is located on the northeast corner of the intersection of Foxwood Drive/58 Highway and Kentucky Road.

The sole use of the property in the Study Area is commercial. The property contains one building. The total square footage of the building is 10,395, excluding canopies and awnings. The Study Area also includes 72,925 square feet of asphalt paving. The building was constructed in 1996 with a brick veneer.

The study area is zoned C-2, General Commercial. Surrounding land uses around the Study Area are commercial and residential. Land to the east is zoned C-3, Regional Commercial, and land to the north is zoned R-1, Single Family Residential. The Study Area is bordered on the south by Foxwood Drive/58 Highway which is one of the major thoroughfares in the City. The south side of Foxwood Drive/58 Highway is zoned C-2 and C-3 for commercial use. Kentucky Road, the west border of the Study Area, is the dividing line between the City and the City of Belton, Missouri. Land use on the City of Belton side of Kentucky Road is primarily commercial.

III. FINDINGS

It is the opinion of the City that the Study Area meets the definition of a blighted area under the Missouri statutes. The City arrived at this opinion based upon the following factors:

A. INSANITARY OR UNSAFE CONDITIONS

Insanitary or unsafe conditions are conditions present on a property that create a menace to the public, health, safety, morals or welfare.

Standing Water: There are multiple areas around the building and parking lot that currently have standing water, along with several areas showing evidence of previous

standing water. Standing water is a known breeding ground for mosquitos and other insects that may carry diseases or otherwise create a menace to the health of the public.

Trash and Graffiti: Evidence of trash discarded in the Study Area and left for significant periods of time creates an insanitary condition on the property. The Study Area has received Notices of Code Violation from the City over the past 5 years. The most recent Notice, from April 7, 2023, is attached as Exhibit 3A. Trash remains a regular and recurring issue for the Study Area as evidenced by similar notices also attached on Exhibit 3A. Graffiti is also present on the building in at least one location visible from the street. Scattered trash and graffiti are harmful to the morals of the public and lead to an overall decline in the welfare of the City.

Overgrowth: The Study Area has several areas of significant overgrowth where weeds have grown to over six feet tall. This magnitude of growth provides cover for feral animals as well as unwanted or illegal activities. Both instances harm the safety of those that enter the Study Area. Additionally, over the past several years the Study Area has received Notices of Code Violation for tall grass and dead or fallen trees needing removal.

Food Establishment Inspection Report: The establishment currently operating as a restaurant in the Study Area has been found to be “Out of Essential Compliance” during approximately eight routine and follow-up food establishment inspections conducted by the Cass County Health Department (the “Health Department”), the most recent to have occurred on July 13, 2023. Excerpts from the Health Department’s violation notices are attached as Exhibit 4. Violations include (1) priority violations, such as evidence of rodents, failure to maintain proper temperatures for hot and cold food holding, storage of insecticide near food preparation areas, and mold on soda fountain nozzles; (2) priority foundation items, such as blocked sinks in the dishwashing area; and (3) core violations, such as build-up of grease, mold and debris in multiple areas, clogged drains with standing water in the kitchen and restrooms, and food stored on the floor. These violations, among others noted by the Health Department, are harmful to the health of those visiting the establishment.

Conclusion: The presence of health code violations, standing water, trash, graffiti and overgrowth constitute insanitary and unsafe conditions in the Study Area which, if left unmitigated, create a menace to the public, health, safety, morals and welfare. These conditions are evidenced by photos located at the end of this report as Exhibit 2A.

B. DETERIORATION OF SITE IMPROVEMENTS:

Deterioration of site improvements includes physical deficiencies or disrepair in buildings or site improvements requiring treatment or repair.

Physical Deterioration: The improvements within the Study Area are in a state of deterioration. The following conditions were observed:

- Tree is growing immediately next to building and creates the likelihood of foundation issues if not removed.
- Sidewalks are uneven, cracked and crumbling, and present a tripping hazard.
- Potholes from weather conditions and standing water are present in the parking lot. A Notice of Code Violation for this issue is attached as Exhibit 3C.
- Multiple points in the pavement and curbing are broken, cracked and crumbling, with weeds growing through the improvements. The Study Area has received Notices of Code Violation for these conditions in the past several years.
- Electrical to an abandoned water heater is exposed and accessible to the public. Electrical and water panels to the building are not properly secured.
- Exterior railing for stairs is out of the ground and laying across stairs.
- Surrounding vegetation holds water presenting vermin, feral animals and insects a breeding opportunity.
- While the building is occupied, the business is only occupying or using a small portion of the space resulting in material underutilization of the property.
- The fire hydrant located on the property has been overgrown with weeds and brush making it difficult to be used in the event of a fire.

Conclusion: The above-described evidence of physical deterioration is significant and in need of treatment or repair. These conditions are evidenced by photos located at the end of this report as Exhibit 2B.

C. ENDANGER LIFE OR PROPERTY BY FIRE OR OTHER CAUSES

This eligibility factor is used to determine the potential risk to life or property by fire or other causes.

Obsolete and Exposed Electrical: Obsolete/unused electrical connections to power lines were still connected to the building structure. Electric lines to an abandoned water heater were exposed and accessible by the public. Some of the electrical panels appeared to lack sufficient locking mechanisms to prevent access.

Dilapidated Dumpster Enclosure: In 2018, the Study Area received a Notice of Code Violation for inadequate enclosures around the building's dumpster. An unprotected dumpster creates a hazard for people and fire.

Inoperable Vehicles: The City is aware of several instances of verbal warnings given to owners of inoperable vehicles left in the Study Area. Inoperable vehicles are often abandoned and attract potential theft and nefarious acts. Attempts to start, steal, or otherwise alter abandoned vehicles have the potential to endanger life or property. This Notice is attached as Exhibit 3B.

Grease Build-Up: The Health Department found, during routine and follow-up inspections from 2019 through 2023, repeated health violations throughout the establishment operating in the Study Area. As noted in the inspections by the Health Department, such build-up of grease is a fire hazard.

Conclusion: The obsolete and exposed electrical utilities present opportunities for tampering or malfunction, which could cause fire, electrocution or otherwise endanger life or property. The build-up of grease, unsecured dumpster and inoperable vehicles likewise may lead to endangered life or property. These conditions are evidenced by photos located at the end of this report as Exhibit 2C.

As a result of the conditions relating to insanitary and unsafe conditions, deterioration of site improvements and the endangerment of life or property by fire and other causes described above, the Study Area is an economic liability and is a menace to the public health, safety, or welfare in its present condition and use.

The condition of the building in the Study Area, as described above, and the cost of remediating those conditions, are economic liabilities preventing the Study Area from reaching its potential. An economic liability exists because of (1) the cost of remediating the blighted conditions present in the Study Area and (2) higher level of retail sales, assessed values and jobs that could be achieved within the Study Area if it were in better condition. Retail tenants are unlikely to locate or stay in obsolete, outdated and deteriorating buildings. As a result, until the conditions in the Study Area described above are remediated, the Study Area will be expected to generate an inadequate level of taxes compared to similarly situated commercial properties.

The present condition of the Study Area also presents a menace to the public health, safety or welfare in its present condition and use as a result of the danger posed by the vacant building and the obsolete and unused electrical connections.

IV. CONCLUSION

The blighting analysis and conditions identified in the Study Area meet the principal requirements for a “blighted area” designation, as outlined the Missouri statutes. The Study Area, by reason of insanitary or unsafe conditions, deterioration of site improvements, and the existence of conditions which endanger life or property by fire and other causes, constitutes an economic liability or a menace to the public health, safety, or welfare in its present condition and use. These conditions have acted as a constraint and economic impediment to redevelopment of the site.

Significant costs must be incurred to cure the Study Area’s deficiencies and blight. Public investment in the form of development incentives can leverage private investment to mitigate the blighted conditions described in this document. The City believes that the extraordinary cost to revitalize the Study Area is financially infeasible under current market conditions without incentives permitted by the Missouri statutes. This makes it improbable that the Study Area will experience growth and development solely through investment by private enterprise unless development incentives are utilized to assist in the redevelopment of the Study Area. It is in the public interest to encourage and assist in the removal of the blight, as allowed under the Missouri statutes.

It is the opinion of the City that the Study Area meets the standards of a “blighted area,” as described in the Missouri statutes.

Exhibit 1A
Site Location

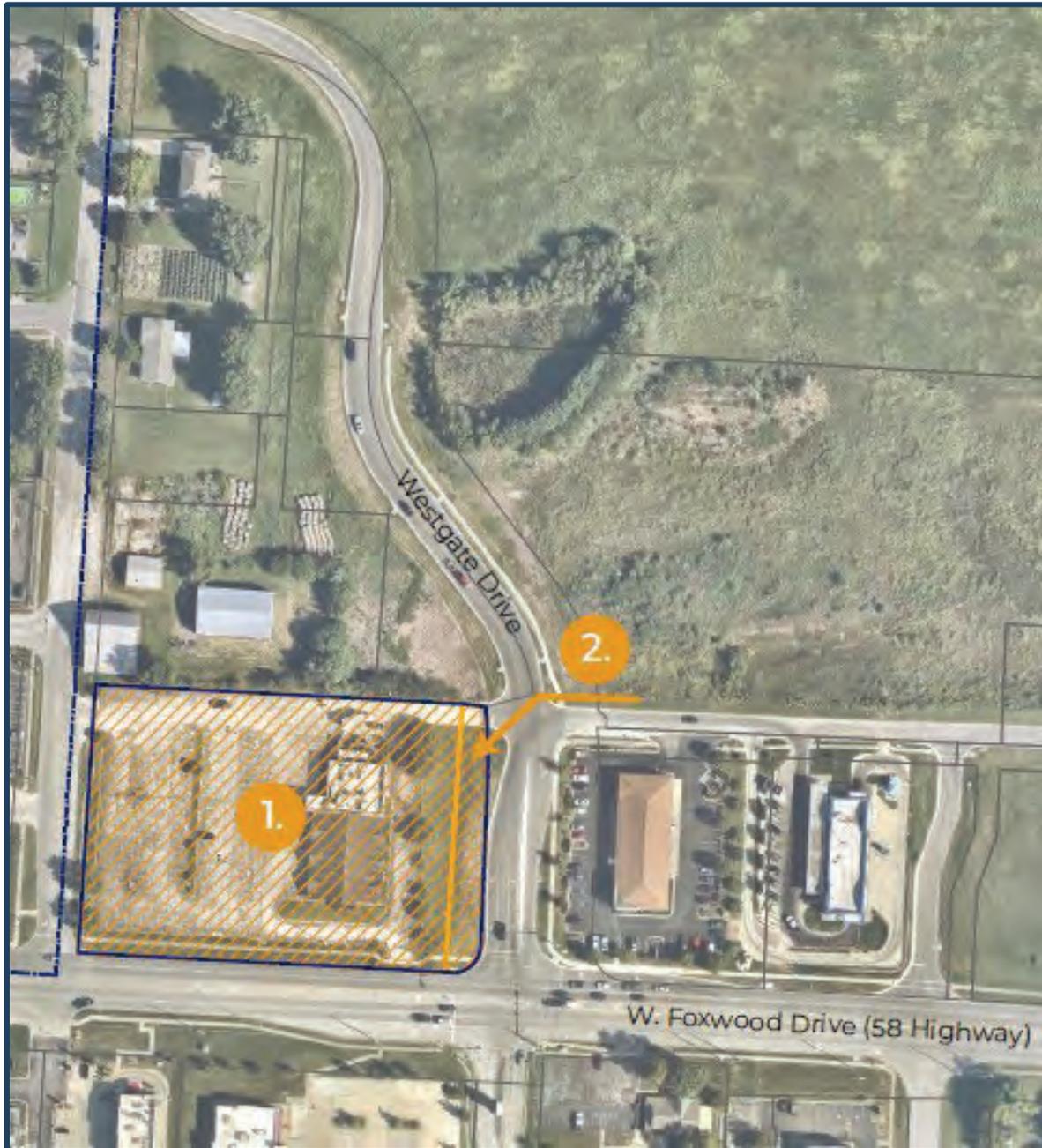


Exhibit 1B

Site Picture

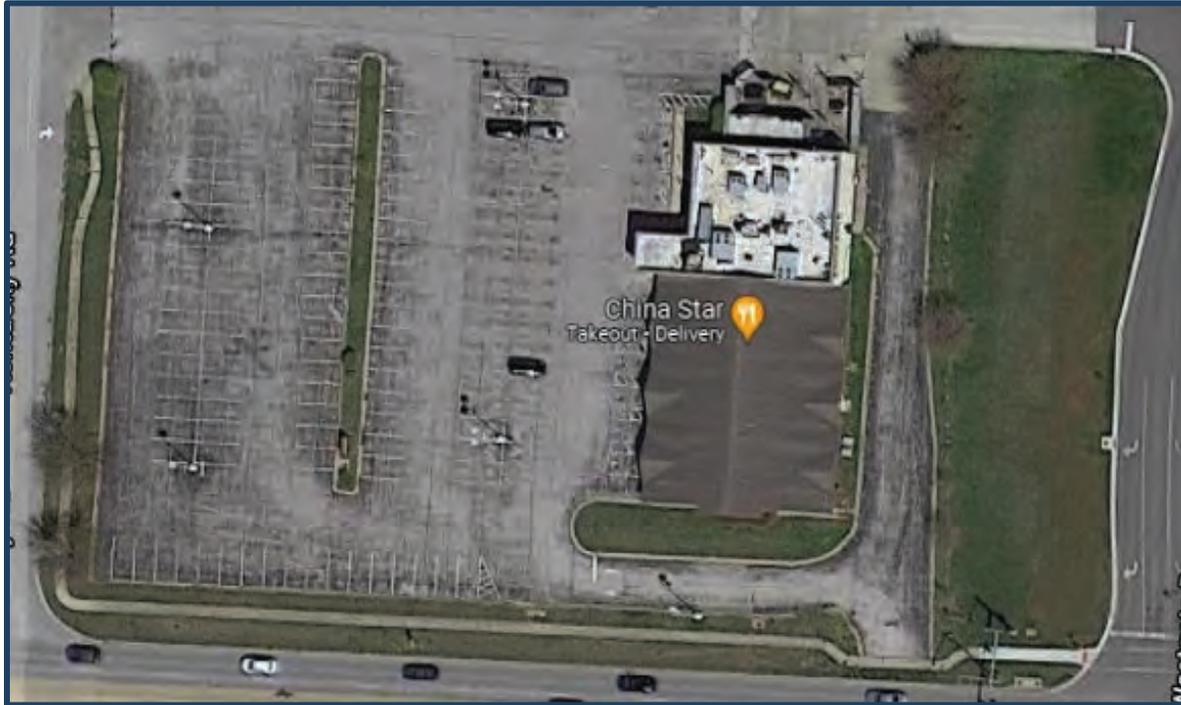


Exhibit 2A

Insanitary or Unsafe Conditions

1. Standing water



2. Trash and Graffiti







3. Overgrowth





Exhibit 2B

Deterioration of Site Improvements









Exhibit 2C

Endanger Life or Property by Fire or Other Causes

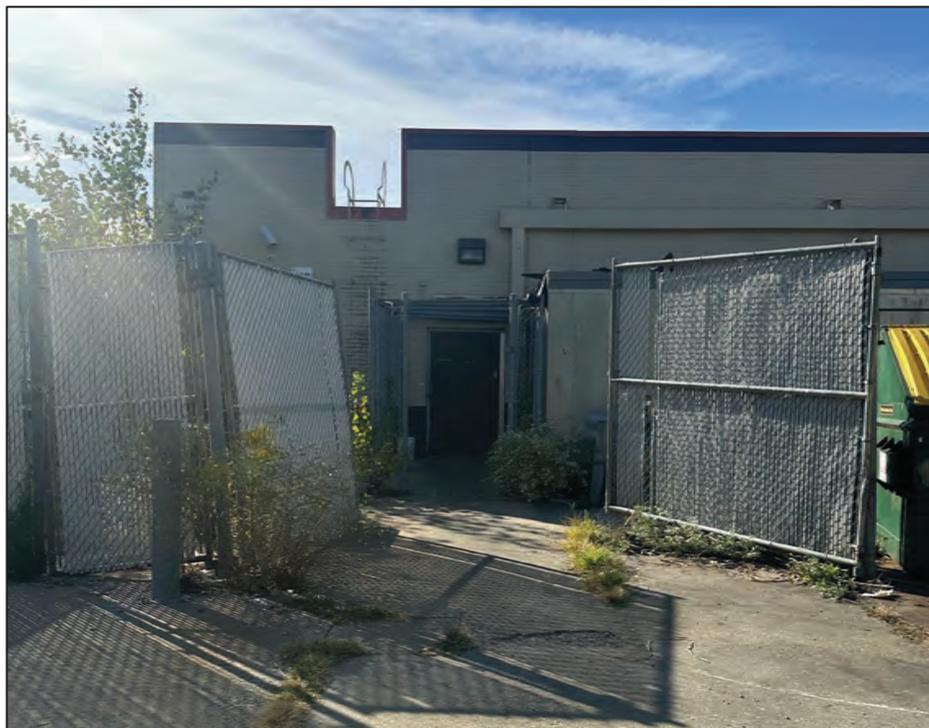




Exhibit 3A

Notice of Code Violation: Trash

[Attached.]



NOTICE OF CODE VIOLATION Junk on Property

JANUARY 06, 2023

CHINA STAR
1918 W FOXWOOD DR
RAYMORE MO 64083

Location of Violation: 1918 W FOXWOOD DR, RAYMORE, MO 64083
Legal Description: BG SWCR SW N330 X E 387 S & W TEG EX HWY 58 RELOC1478/26

An inspection resulted in the identification of a violation of Section 545.445 [A] [13] of the Raymore Property Maintenance Code that states the following is declared to be a nuisance: *"The dumping or the depositing on or the scattering over the premises of any of the following: a. Garbage or rubbish. b. Abandoned, discarded or unused objects or equipment such as automobiles, furniture, stoves, refrigerators, freezers, cans, containers or similar objects. c. Building material and/or construction equipment abandoned or stored on property where construction is not in progress, where a valid building permit does not exist or on property not properly zoned for such storage. d. Brush or tree limbs."*

What needs to be done to achieve compliance: Trash blown into the fence area north of the parking lot, and any other areas on the property need to be cleaned up and be properly disposed of.

Deadline to achieve compliance: 01/20/23

What happens if compliance with City Code is not achieved by the deadline?

The City Enforcement Officer may:

- 1. Issue a citation and compel the occupant and/or property owner to appear in City Court.**
- 2. Notify the City contractor to abate the violation.**

If the City contractor is hired to remove the violation, you will receive a bill and shall be charged the contract price of removal plus an administrative charge of \$50. If that bill is not paid within ten (10) days of the date of the bill the City may cause a special tax assessment to be prepared and filed with Cass County to be added to the next tax bill for the property.

Right of Appeal: An appeal shall be filed within five (5) days from the date of the order to abate or other ruling specifying the grounds therefore.

If you have any questions, please feel free to contact me at (816) 892-3027, or via email at d.vogel@raymore.com.

Drayton Vogel

Code Enforcement Officer



**NOTICE OF CODE VIOLATION
Junk on Property**

APRIL 07, 2023

CHINA STAR
1918 W FOXWOOD DR
RAYMORE, MO 64083

Location of Violation: 1918 W FOXWOOD DR, RAYMORE, MO 64083
Legal Description: BG SWCR SW, N330 X E 387 S & W TBG EX HWY 58 RELOC1478/26

An inspection resulted in the identification of a violation of Section 545.445 [A] [13] of the Raymore Property Maintenance Code that states the following is declared to be a nuisance: *"The dumping or the depositing on or the scattering over the premises of any of the following: a. Garbage or rubbish. b. Abandoned, discarded or unused objects or equipment such as automobiles, furniture, stoves, refrigerators, freezers, cans, containers or similar objects. c. Building material and/or construction equipment abandoned or stored on property where construction is not in progress, where a valid building permit does not exist or on property not properly zoned for such storage. d. Brush or tree limbs."*

What needs to be done to achieve compliance: Large amount of trash scattered around the building needs to be cleaned up and be properly disposed of

Deadline to achieve compliance: 04/21/23

What happens if compliance with City Code is not achieved by the deadline?

The City Enforcement Officer may:

- 1. Issue a citation and compel the occupant and/or property owner to appear in City Court.**
- 2. Notify the City contractor to abate the violation.**

If the City contractor is hired to remove the violation, you will receive a bill and shall be charged the contract price of removal plus an administrative charge of \$50. If that bill is not paid within ten (10) days of the date of the bill the City may cause a special tax assessment to be prepared and filed with Cass County to be added to the next tax bill for the property.

Right of Appeal: An appeal shall be filed within five (5) days from the date of the order to abate or other ruling specifying the grounds therefore.

If you have any questions, please feel free to contact me at (816) 892-3027, or via email at dvogel@raymore.com

Drayton Vogel

A handwritten signature in black ink, appearing to read "Drayton Vogel", is written over a horizontal line.

Code Enforcement Officer

Exhibit 3B

Notice of Code Violation: Inoperable Vehicle

[Attached.]



NOTICE OF CODE VIOLATION Inoperable Vehicles

JANUARY 06, 2022

REALTY INCOME CORPORATION
ATTN: PM DEPT #2140
11995 EL CAMINO REAL
SAN DIEGO, CA 92130

Location of Violation: 1918 W. FOXWOOD DR (CHINA STAR). RAYMORE, MO 64083
Legal Description: BG SWCR SW, N330 X E 387 S & W TBG EX HWY 58 RELOC1478/26

An inspection resulted in the identification of a violation of Section 545.430 of the Raymore Property Maintenance Code that states: **"No inoperable vehicle shall be parked, kept or stored on any premises, and no vehicle shall at any time be in a state of major disassembly, disrepair, or in the process of being stripped or dismantled, unless within a fully enclosed building"**.

What needs to be done to achieve compliance: There has been a gold Ford van in the parking lot for a year or more that is inoperable (no plates, running boards falling off). It must be removed from the property, be stored in the garage, or be made legal. The tenants have been aware of the issue, as I have spoken to them and orange tagged the vehicle, they still have not complied.

Deadline to achieve compliance: JANUARY 24, 2022

What happens if compliance with City Code is not achieved by the deadline?

The City Enforcement Officer may:

1. Issue a citation to the **occupant/property owner** for failure to comply and compel the occupant/property owner to appear in City Court; and/or
2. The City may abate the violation.

If the City abates the violation, you will receive a bill and shall be charged the contract price of removal plus an administrative charge of \$50. If that bill is not paid within ten (10) days of the date of the bill the City may cause a special tax assessment to be prepared and filed with Cass County to be added to the next tax bill for the property.

Right of Appeal: An appeal shall be filed within five (5) days from the date of the order to abate or other ruling specifying the grounds therefore. The application shall be accompanied by the fee amount approved by the Governing Body and listed in the Schedule of Fees and Charges maintained in the City Clerk's office.

If you have any questions, please feel free to contact me at (816) 892-3027, or via email at dvogel@raymore.com

Drayton Vogel



Code Enforcement Officer

Criteria for a vehicle to be deemed inoperable in the City of Raymore

A vehicle is deemed inoperable if it meets one or more of the following criteria regardless of how the vehicle came to be in its current location or ownership:

1. Does not display current valid license plates registered to the vehicle.
2. Does not display a valid inspection decal that is valid.
3. It has flat or missing tires or wheels.
4. It is wrecked or junk.
5. It is wholly or partially dismantled.
6. It is missing parts to safely and legally operate on a public street.
7. It has mechanical problems to prevent the vehicle from being driven under its own power.
8. It has vegetation or debris has collected in or around or under the vehicle.
9. It is used to store auto parts, household items, lawn equip or other storage items.

Exhibit 3C

Notice of Code Violation: Parking Lot Repair

[Attached.]



NOTICE OF CODE VIOLATION Parking Lot Repair

JANUARY 31, 2022

REALTY INCOME CORPORATION
ATTN: PM DEPT #2140
11995 EL CAMINO REAL
SAN DIEGO, CA 92130

Location of Violation: 1918 W FOXWOOD DR (CHINA STAR), RAYMORE, MO 64083
Legal Description: BG SWCR SW, N330 X E 387 S & W TBG EX HWY 58 RELOC1478/26

An inspection of the above listed property resulted in the identification of multiple violations of **Section 545.405 (B)** of the Raymore Property Maintenance Code.

Please see the reverse of this notice to see the code section.

What needs to be done to achieve compliance: There is a sinkhole that has formed on the southwest area of the parking lot that needs to be repaired. Photos have been included for your reference.

Deadline to achieve compliance? **MARCH 01, 2022**

What happens if compliance with City Code is not achieved by the deadline?

The City Enforcement Officer may:

1. Issue a citation to the occupant/property owner for failure to comply and compel the occupant/property owner to appear in City Court; and/or
2. Abate the violation.

If the City abates the violation, you will receive a bill and shall be charged the contract price of removal plus an administrative charge of \$50. If that bill is not paid within ten (10) days of the date of the bill the City may cause a special tax assessment to be prepared and filed with Cass County to be added to the next tax bill for the property.

Right of Appeal: An appeal shall be filed within five (5) days from the date of the order to abate or other ruling specifying the grounds therefore. The application shall be accompanied by the fee amount approved by the Governing Body and listed in the Schedule of Fees and Charges maintained in the City Clerk's office.

If you have any questions, please feel free to contact me at (816) 892-3027, or via email at dvogel@raymore.com

Drayton Vogel

Code Enforcement Officer



SECTION 545.405: - SIDEWALKS, PARKING LOTS AND DRIVEWAYS

A. All sidewalks, walkways, stairs and similar walking surfaces shall be kept in a proper state of repair and maintained free from hazardous conditions.

1. Cracks in concrete or asphalt surfaces causing a vertical off-set in excess of one-half (½) inch shall be repaired.
2. Trees, shrubs, grass or similar growth that encroaches upon sidewalks, walkways, stairs or similar walking surfaces so as to impede the use of the full width of the walking surface shall be trimmed or removed so as to not impede the use of the walking surface.

B. Parking spaces, access aisles in parking lots, driveways and driveway approaches shall be kept in a proper state of repair and maintained free from hazardous conditions.

1. Vegetation shall not be allowed to grow through the concrete or asphalt surface.
2. Concrete, asphalt or similar surfaces that are broken, heaved, collapsed, or missing shall be repaired.
3. Spalling and cracking of concrete surfaces that have eroded away the top surface of the concrete leaving a rough, crumbling surface area shall be repaired.
4. All pavement areas shall be maintained to prevent the accumulation of water thereon.
5. **Pavement areas shall not be allowed to degenerate to a point where there is loose gravel, broken up pavement, dirt, or potholes.**
6. **Pot holes and surface cracks shall be filled and sealed in a timely fashion using appropriate fill material.**
7. Parking spaces on commercial and industrial properties shall be clearly marked on the pavement surface, using paint or other marking devices approved by the City. Such pavement markings shall conform to the parking plan that was approved by the City and shall be maintained in a clearly legible condition.

C. If any sidewalk, driveway, parking lot or similar surface area by virtue of its state of repair constitutes a danger to the public health and safety, the surface area shall be repaired.

D. Hazardous conditions created by inclement weather are not applicable to this section. (Ord. No. 27114 § 1, 11-26-07; Ord. No. 2012-031, § 3, 4-9-12; Ord. No. 2015-032, § 1, 4-13-15; Ord. No. 2016-049, § 2, 6-27-16)

Exhibit 4

Health Department Violation Notices

[Attached.]



Public Health
 Prevent. Promote. Protect.

Cass County Health Department
 Food Establishment Inspection Report
 Cass County Health Department
 1411 S. Commercial, Harrisonville, MO 64701
 816-380-8425
<https://www.casscounty.com/2158/Health-Department>

Foodservice Establishment Inspection Report

Establishment Information	
Facility Name China Star	Facility Type Restaurant
Facility ID # KSTD-AFPTLQ	Facility Telephone # 917 667-0261
Facility Address 1918 W Foxwood Dr Raymore , MO , 64083	Risk Rating High
Licensee Name Jile Huang	Licensee Address 1918 W Foxwood Dr , MO 64083

Inspection Information

Inspection Type Routine	Inspection Date April 5, 2022	Total Time Spent 3.50
-----------------------------------	---	---------------------------------

Equipment Temperatures

Description	Temperature (Fahrenheit)
Ice cream freezer	12
walk-in cooler	40
walk-in freezer	11
pepsi cooler #1	42
pepsi cooler #2	40
prep table	39
pepsi cooler #3	43

Food Temperatures

Description	Temperature (Fahrenheit)
Chicken	146
Vegies	143
Noodles	142
Crab	137
Shrimp	160
Cho Cho Chicken	140
Fried chicken	144.4
Tilapia	151
Corn	159
Fried rice	141
Habchi chicken	147
Lettuce	37.6
Cold shrimp	40
Cantaloupe	36.2

Warewashing Information

Machine Name	Sanitization Method	Thermo Label	PPM	Sanitizer Name	Sanitizer Type
3-compartment sink	chemical		50		chlorine
AutoChlor dishmachine	Chemical				
Sani-bucket	Chemical				

November 27, 2023
City Council Packet
Temperature of 211
Page 83 of 211
(Fahrenheit)

OPERATOR - The violations in operating procedure or physical arrangement indicated below must be corrected by the next routine inspection or by a date specified in this report.

Observed Priority Violations

Total # 8

Priority points 0

Repeated # 0

Risk/Intervention - 01e - Date Marking

3-501.17 - Ready-to-Eat, Time/Temperature Control for Safety Food, Date Marking.

REPEAT OBSERVATION: Observed several foods in walk-in cooler without date marks.

CORRECTIVE ACTION(S): Refrigerated, READY-TO-EAT, TIME/TEMPERATURE CONTROL FOR SAFETY FOOD prepared and held in a FOOD ESTABLISHMENT for more than 24 hours shall be clearly marked to indicate the date or day by which the FOOD shall be consumed on the PREMISES, sold, or discarded when held at a temperature of 5°C (41°F) or less for a maximum of 7 days. The day of preparation shall be counted as Day 1.

Risk/Intervention - 01b - Wholesome, free of spoilage

3-701.11 - Discarding or Reconditioning Unsafe, Adulterated, or Contaminated Food.

OBSERVATION: (CORRECTED DURING INSPECTION): Observed bags of corn in the dry storage area contaminated with rodent droppings.

CORRECTIVE ACTION(S): A FOOD that is unsafe, ADULTERATED, or not honestly presented shall be discarded. Action Taken: Contaminated bags of rodents discarded.

Good Retail Practices - 12a - Food-contact surfaces

4-602.11 - Frequency Equipment Food-Contact Surfaces and Utensils.

OBSERVATION: Observed dirty food mixer.

CORRECTIVE ACTION(S): EQUIPMENT FOOD-CONTACT SURFACES and UTENSILS shall be cleaned at any time during the operation when contamination may have occurred.

Good Retail Practices - 12a - Food-contact surfaces

4-602.11 - Frequency Equipment Food-Contact Surfaces and Utensils.

OBSERVATION: Observed dirty rice cooker

CORRECTIVE ACTION(S): All food contact surfaces shall be kept clean to sight and touch.

Risk/Intervention - 05c - Backflow, backsiphonage

5-202.13 - Backflow Prevention, Air Gap

OBSERVATION: (CORRECTED DURING INSPECTION): Observed insufficient air gap between the pipe and the drain of the dish machine.

CORRECTIVE ACTION(S): An air gap between the water supply inlet and the flood level rim of the PLUMBING FIXTURE, EQUIPMENT, or nonFOOD EQUIPMENT shall be at least twice the diameter of the water supply inlet and may not be less than 25 mm (1 inch). Action Taken: Corrected during inspection

Risk/Intervention - 07a - Evidence of insects or rodents

6-501.111 - Controlling Pests

REPEAT OBSERVATION: Observed rodent droppings in the dry food storage area

CORRECTIVE ACTION(S): The PREMISES shall be maintained free of insects, rodents, and other pests. The presence of insects, rodents, and other pests shall be controlled to eliminate their presence on the PREMISES by:

(A) Routinely inspecting incoming shipments of FOOD and supplies;

- (B) Routinely inspecting the PREMISES for evidence of pests;
- (C) Using methods, if pests are found, such as trapping devices or other means of pest control as specified under §§ 7-202.12, 7-206.12, and 7-206.13; Pf and
- (D) Eliminating harborage conditions.

Risk/Intervention - 08b - Properly labeled

7-102.11 - Working Containers

OBSERVATION: Observed unlabeled spray bottle.

CORRECTIVE ACTION(S): Working containers used for storing POISONOUS OR TOXIC MATERIALS such as cleaners and SANITIZERS taken from bulk supplies shall be clearly and individually identified with the common name of the material.

Risk/Intervention - 08a - Properly stored

7-301.11 - Separation

OBSERVATION: (CORRECTED DURING INSPECTION): Observed chemical near the food.

CORRECTIVE ACTION(S): POISONOUS or TOXIC MATERIALS shall be stored close to the food where they can not contaminate FOOD, EQUIPMENT, UTENSILS, LINENS, and SINGLE-SERVICE and SINGLE-USE ARTICLES by locating the POISONOUS OR TOXIC MATERIALS in an area that is not above FOOD, EQUIPMENT, UTENSILS, LINENS, and SINGLESERVICE or SINGLE-USE ARTICLES Action Taken: Corrected during inspection

Observed Priority Foundation Items

Total # 2

Priority Foundation points 0

Repeated # 0

Good Retail Practices - 12a - Food-contact surfaces

4-601.11(A) - Equipment, Food-Contact Surfaces, NonfoodContact Surfaces, and Utensils

OBSERVATION: Observed utensil left on top of grill that had excessive grease.

CORRECTIVE ACTION(S): Food contact surfaces shall be kept clean to sight and touch.

Good Retail Practices - 12a - Food-contact surfaces

4-601.11(A) - Equipment, Food-Contact Surfaces, NonfoodContact Surfaces, and Utensils

OBSERVATION: (CORRECTED DURING INSPECTION): Observed dirty nozzles on soda machine.

CORRECTIVE ACTION(S): All food contact surfaces shall be kept clean to sight and touch. Action Taken: Corrected during inspection

Observed Core Violations

Total # 18

Core points 0

Repeated # 0

3-302.11(A) - Packaged and Unpackaged Food - Separation, Packaging, and Segregation

REPEAT OBSERVATION: Observed multiple uncovered foods multiple in coolers and freezers.

CORRECTIVE ACTION(S): Foods shall be protected from the risk of cross contamination by covering.

Good Retail Practices - 09a - Original container, properly labeled

3-302.12 - Food Storage Containers, Identified with Common Name of Food.

REPEAT OBSERVATION: Observed unlabeled working/holding containers storing foods that cannot be easily recognized such as flour.

CORRECTIVE ACTION(S): Except for containers holding FOOD that can be readily and unmistakably recognized such as dry pasta, working containers holding FOOD or FOOD ingredients that are removed from their original packages for use in the FOOD ESTABLISHMENT, such as cooking oils, flour, herbs, potato flakes, salt, spices, and sugar shall be identified with the common name of the FOOD

Good Retail Practices - 13a - Utensils provided, used, stored

3-304.12 - In-Use Utensils, Between Storage

REPEAT OBSERVATION: (*CORRECTED DURING INSPECTION*): Observed ice scoop outside the scoop storage container.

CORRECTIVE ACTION(S): FOOD preparation and dispensing UTENSILS such as ice scoop shall be stored in a clean, protected location. Action Taken: Corrected during inspection.

Good Retail Practices - 12b - Nonfood-contact surfaces

4-501.11 - Good Repair and Proper Adjustment

REPEAT OBSERVATION: Observed broken gasket on walk-in freezer door.

Observed broken gasket on deep freezer.

CORRECTIVE ACTION(S): Physical facilities and equipment shall maintain in good repair.

Good Retail Practices - 12b - Nonfood-contact surfaces

4-601.11(C) - Equipment, Food-Contact Surfaces, NonfoodContact Surfaces, and Utensils.

OBSERVATION: Observed dirty prep table near the grill.

CORRECTIVE ACTION(S): Maintain food contact surfaces clean and free of dust and debris.

Good Retail Practices - 12b - Nonfood-contact surfaces

4-601.11(C) - Equipment, Food-Contact Surfaces, NonfoodContact Surfaces, and Utensils.

REPEAT OBSERVATION: Observed grease on hibachi grill and vent hoods.

CORRECTIVE ACTION(S): Maintain clean all non food contact surfaces free of dirt and debris.

Good Retail Practices - 12b - Nonfood-contact surfaces

4-601.11(C) - Equipment, Food-Contact Surfaces, NonfoodContact Surfaces, and Utensils.

OBSERVATION: Observed dust and debris on fan covers in the walk in cooler.

CORRECTIVE ACTION(S): Maintain clean all non contact food surfaces free of dust and debris.

Good Retail Practices - 12b - Nonfood-contact surfaces

4-601.11(C) - Equipment, Food-Contact Surfaces, NonfoodContact Surfaces, and Utensils.

OBSERVATION: Observed dirty drain near the 4 compartment sink

CORRECTIVE ACTION(S): Maintain all non food contact surfaces clean and free or dust and debris.

Good Retail Practices - 12b - Nonfood-contact surfaces

4-601.11(C) - Equipment, Food-Contact Surfaces, NonfoodContact Surfaces, and Utensils.

OBSERVATION: Observed food residue/grease on the inside walls of the dishmachine.

CORRECTIVE ACTION(S): Maintain all non-food contact surfaces clean and free of debris.

Good Retail Practices - 12b - Nonfood-contact surfaces

4-601.11(C) - Equipment, Food-Contact Surfaces, NonfoodContact Surfaces, and Utensils.

OBSERVATION: Observed grease on dish rack and dish holders.

CORRECTIVE ACTION(S): Maintain all non food contact surfaces clean and free of debris.

Good Retail Practices - 12b - Nonfood-contact surfaces

4-601.11(C) - Equipment, Food-Contact Surfaces, NonfoodContact Surfaces, and Utensils.

OBSERVATION: Observed dirty soap dispenser near handwashing sink.

CORRECTIVE ACTION(S): Maintain clean all non food contact surfaces clean and free of dust and debris.

Good Retail Practices - 12b - Nonfood-contact surfaces

4-601.11(C) - Equipment, Food-Contact Surfaces, NonfoodContact Surfaces, and Utensils.

OBSERVATION: Observed dirty wall by back door.

CORRECTIVE ACTION(S): Maintain clean all non food contact surfaces free of dust and debris.

Good Retail Practices - 12b - Nonfood-contact surfaces

4-601.11(C) - Equipment, Food-Contact Surfaces, NonfoodContact Surfaces, and Utensils.

OBSERVATION: Observed dirty vent above buffet.

Observed dirty vents of the ice machine.

Good Retail Practices - 13a - Utensils provided, used, stored

4-903.11 - Equipment, and Storage Cabinets, Contamination Prevention

OBSERVATION: Observed uncovered plastic wear items loose on shelf.

CORRECTIVE ACTION(S): Equipment, linens, and single service items shall be stored properly.

Good Retail Practices - 14d - Lighting

6-202.11(A) - Light Bulbs, Protective Shielding

OBSERVATION: Observed unshielded light fixture above 4 compartment sink.

Observed unshielded light fixture in hallway.

CORRECTIVE ACTION(S): All light fixtures shall be shielded.

Good Retail Practices - 14d - Lighting

6-303.11 - Light Intensity

OBSERVATION: Insufficient lighting throughout the facility.

Light bulb out in female restroom.

CORRECTIVE ACTION(S): All food preparation and storage areas shall have adequate lighting to allow detailed individual inspection of food contamination.

Good Retail Practices - 14g - Premises maintained

6-501.11 - Repairing

OBSERVATION: Observed several missing ceiling tiles near the back exit door.

CORRECTIVE ACTION(S): Walls, floors, and ceilings, shall be maintained and in good repair.

Good Retail Practices - 14g - Premises maintained

6-501.16 - Drying Mops

OBSERVATION: Observed mop stored in mop bucket when not in use.

CORRECTIVE ACTION(S): Mops shall be hung in a manner to allow to dry when not in use.

Comments

All food service employees have valid food handlers certificate. Co-inspection with Kayla Patterson and Carolee Wiley. Establishment is OUT OF ESSENTIAL COMPLIANCE because of the critical/priority and repeat violations. Re-inspection is scheduled for 02-May-2022. The observed core violations must be reduced to below 10 by the re-inspection date (02-May-2022). All core violations not corrected by the re-inspection date must be corrected by the next routine inspection. Routine inspection are not scheduled, but they are generally conducted 4 times a year for high risk establishment. If there are any questions, please contact the Cass County Health dEPARTMENT AT 816-507-4144 or email to edmorem@casscounty.com or healthdepartment@casscounty.com

Disclaimer

Facility management is responsible at all times for ensuring that the facility operates in compliance of the codes and statutes, as adopted by the County of Cass and/or the State of Missouri.

A re-inspection to assess your correction of these violations will be conducted on, or about, 05/03/2022

Inspection Outcome

Out of Essential Compliance

Person in Charge

Environmental Health Specialist



Cindy Zou

Manager

Edmore Madondo
EPHS#



Public Health
 Prevent. Promote. Protect.

Cass County Health Department
 Food Establishment Inspection Report
 Cass County Health Department
 1411 S. Commercial, Harrisonville, MO 64701
 816-380-8425
<https://www.casscounty.com/2158/Health-Department>

Foodservice Establishment Inspection Report

Establishment Information	
Facility Name China Star	Facility Type Restaurant
Facility ID # KSTD-AFPTLQ	Facility Telephone # 917 667-0261
Facility Address 1918 W Foxwood Dr Raymore , MO , 64083	Risk Rating High
Licensee Name Jile Huang	Licensee Address 1918 W Foxwood Dr , MO 64083

Inspection Information

Inspection Type	Inspection Date	Total Time Spent
Re-visit	May 3, 2022	0.50

Equipment Temperatures

Description	Temperature (Fahrenheit)
Ice cream freezer	
walk-in cooler	
walk-in freezer	
pepsi cooler #1	
pepsi cooler #2	
prep table	
pepsi cooler #3	

Warewashing Information

Machine Name	Sanitization Method	Thermo Label	PPM	Sanitizer Name	Sanitizer Type	Temperature (Fahrenheit)
3-compartment sink	chemical					
AutoChlor dishmachine	Chemical					
Sani-bucket	Chemical					

OPERATOR - The violations in operating procedure or physical arrangement indicated below must be corrected by the next routine inspection or by a date specified in this report.

Observed Priority Violations

Total # 0

Priority points 0

Repeated # 0

Observed Priority Foundation Items

Total # 0

Priority Foundation points 0

Repeated # 0

Observed Core Violations

Total # 0

Core points 0

Repeated # 0

Corrected Hazards

The following hazard(s) have been corrected since the last inspection.

Total # 23

4-601.11(C) - Equipment, Food-Contact Surfaces, NonfoodContact Surfaces, and Utensils.

This is a core item

OBSERVATION: Observed grease on dish rack and dish holders.

CORRECTIVE ACTION(S): Maintain all non food contact surfaces clean and free of debris.

4-601.11(C) - Equipment, Food-Contact Surfaces, NonfoodContact Surfaces, and Utensils.

This is a core item

OBSERVATION: Observed dirty drain near the 4 compartment sink

CORRECTIVE ACTION(S): Maintain all non food contact surfaces clean and free or dust and debris.

4-602.11 - Frequency Equipment Food-Contact Surfaces and Utensils.

This is a priority item

OBSERVATION: Observed dirty rice cooker

CORRECTIVE ACTION(S): All food contact surfaces shall be kept clean to sight and touch.

6-202.11(A) - Light Bulbs, Protective Shielding

This is a core item

OBSERVATION: Observed unshielded light fixture above 4 compartment sink.

Observed unshielded light fixture in hallway.

CORRECTIVE ACTION(S): All light fixtures shall be shielded.

4-601.11(C) - Equipment, Food-Contact Surfaces, NonfoodContact Surfaces, and Utensils.

This is a core item

OBSERVATION: Observed dirty soap dispenser near handwashing sink.

CORRECTIVE ACTION(S): Maintain clean all non food contact surfaces clean and free of dust and debris.

6-501.11 - Repairing

This is a core item

OBSERVATION: Observed several missing ceiling tiles near the back exit door.

CORRECTIVE ACTION(S): Walls, floors, and celings, shall be maintained and in good repair.

4-601.11(C) - Equipment, Food-Contact Surfaces, NonfoodContact Surfaces, and Utensils.

This is a core item

OBSERVATION: Observed dirty wall by back door.

CORRECTIVE ACTION(S): Maintain clean all non food contact surfaces free of dust and debris.

6-501.111 - Controlling Pests

This is a priority item

OBSERVATION: Observed rodent droppings in the dry food storage area

CORRECTIVE ACTION(S): The PREMISES shall be maintained free of insects, rodents, and other pests. The presence of insects, rodents, and other pests shall be controlled to eliminate their presence on the PREMISES by:

(A) Routinely inspecting incoming shipments of FOOD and supplies;

(B) Routinely inspecting the PREMISES for evidence of pests;

(C) Using methods, if pests are found, such as trapping devices or other means of pest control as specified under §§ 7-202.12, 7-206.12, and 7-206.13; Pf and

(D) Eliminating harborage conditions.

4-602.11 - Frequency Equipment Food-Contact Surfaces and Utensils.

This is a priority item

OBSERVATION: Observed dirty food mixer.

CORRECTIVE ACTION(S): EQUIPMENT FOOD-CONTACT SURFACES and UTENSILS shall be cleaned at any time during the operation when contamination may have occurred.

4-601.11(A) - Equipment, Food-Contact Surfaces, NonfoodContact Surfaces, and Utensils

This is a priority foundation item

OBSERVATION: Observed utensil left on top of grill that had excessive grease.

CORRECTIVE ACTION(S): Food contact surfaces shall be kept clean to sight and touch.

6-501.16 - Drying Mops

This is a core item

OBSERVATION: Observed mop stored in mop bucket when not in use.

CORRECTIVE ACTION(S): Mops shall be hung in a manner to allow to dry when not in use.

4-601.11(C) - Equipment, Food-Contact Surfaces, NonfoodContact Surfaces, and Utensils.

This is a core item

OBSERVATION: Observed food residue/grease on the inside walls of the dishmachine.

CORRECTIVE ACTION(S): Maintain all non-food contact surfaces clean and free of debris.

4-601.11(C) - Equipment, Food-Contact Surfaces, NonfoodContact Surfaces, and Utensils.

This is a core item

OBSERVATION: Observed dust and debris on fan covers in the walk in cooler.

CORRECTIVE ACTION(S): Maintain clean all non contact food surfaces free of dust and debris.

4-501.11 - Good Repair and Proper Adjustment

This is a core item

OBSERVATION: Observed broken gasket on walk-in freezer door.

Observed broken gasket on deep freezer.

CORRECTIVE ACTION(S): Physical facilities and equipment shall maintain in good repair.

3-501.17 - Ready-to-Eat, Time/Temperature Control for Safety Food, Date Marking.

This is a priority item

OBSERVATION: Observed several foods in walk-in cooler without date marks.

CORRECTIVE ACTION(S): Refrigerated, READY-TO-EAT, TIME/TEMPERATURE CONTROL FOR SAFETY FOOD prepared and held in a FOOD ESTABLISHMENT for more than 24 hours shall be clearly marked to indicate the date or day by which the FOOD shall be consumed on the PREMISES, sold, or discarded when held at a temperature of 5°C (41°F) or less for a maximum of 7 days. The day of preparation shall be counted as Day 1.

7-102.11 - Working Containers

OBSERVATION: Observed unlabeled spray bottle.

CORRECTIVE ACTION(S): Working containers used for storing POISONOUS OR TOXIC MATERIALS such as cleaners and SANITIZERS taken from bulk supplies shall be clearly and individually identified with the common name of the material.

4-601.11(C) - Equipment, Food-Contact Surfaces, NonfoodContact Surfaces, and Utensils.

This is a core item

OBSERVATION: Observed dirty prep table near the grill.

CORRECTIVE ACTION(S): Maintain food contact surfaces clean and free of dust and debris.

4-601.11(C) - Equipment, Food-Contact Surfaces, NonfoodContact Surfaces, and Utensils.

This is a core item

OBSERVATION: Observed grease on hibachi grill and vent hoods.

CORRECTIVE ACTION(S): Maintain clean all non food contact surfaces free of dirt and debris.

3-302.11(A) - Packaged and Unpackaged Food - Separation, Packaging, and Segregation

This is a core item

OBSERVATION: Observed multiple uncovered foods multiple in coolers and freezers.

CORRECTIVE ACTION(S): Foods shall be protected from the risk of cross contamination by covering.

3-302.12 - Food Storage Containers, Identified with Common Name of Food.

This is a core item

OBSERVATION: Observed unlabeled working/holding containers storing foods that cannot be easily recognized such as flour.

CORRECTIVE ACTION(S): Except for containers holding FOOD that can be readily and unmistakably recognized such as dry pasta, working containers holding FOOD or FOOD ingredients that are removed from their original packages for use in the FOOD ESTABLISHMENT, such as cooking oils, flour, herbs, potato flakes, salt, spices, and sugar shall be identified with the common name of the FOOD

4-903.11 - Equipment, and Storage Cabinets, Contamination Prevention

This is a core item

OBSERVATION: Observed uncovered plastic wear items loose on shelf.

CORRECTIVE ACTION(S): Equipment, linens, and single service items shall be stored properly.

4-601.11(C) - Equipment, Food-Contact Surfaces, NonfoodContact Surfaces, and Utensils.

This is a core item

OBSERVATION: Observed dirty vent above buffet.

Observed dirty vents of the ice machine.

CORRECTIVE ACTION(S): Maintain clean all non food contact surfaces clean and free of dust and debris.

6-303.11 - Light Intensity

This is a core item

OBSERVATION: Insufficient lighting throughout the facility.

Light bulb out in female restroom.

CORRECTIVE ACTION(S): All food preparation and storage areas shall have adequate lighting to allow detailed individual inspection of food contamination.

Comments

Co-inspection with Carolee Wiley, and Kayla Patterson. All previous observed violations has been corrected. There is a significant improvement in terms of hygiene in the kitchen. This establishment is now IN ESSENTIAL COMPLIANCE. An invoice for re-inspection will be generated and paid to Cass County Health Department. If there are any questions, please contact the Cass County Health Department at 816-507-4144 or email to edmorem@casscounty.com or healthdepartment@casscounty.com.

Facility management is responsible at all times for ensuring that the facility operates in compliance with the codes and statutes, as adopted by the County of Cass and/or the State of Missouri.

Inspection Outcome

In Essential Compliance

Person in Charge

Environmental Health Specialist



Cindy Zou

Food Service Manager

Edmore Madondo
EPHS#



Public Health
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Cass County Health Department
 Food Establishment Inspection Report
 Cass County Health Department
 1411 S. Commercial, Harrisonville, MO 64701
 816-380-8425
<https://www.casscounty.com/2158/Health-Department>

Foodservice Establishment Inspection Report

Establishment Information	
Facility Name China Star	Facility Type Restaurant
Facility ID # KSTD-AFPTLQ	Facility Telephone # 917 667-0261
Facility Address 1918 W Foxwood Dr Raymore , MO , 64083	Risk Rating High
Licensee Name Jile Huang	Licensee Address 1918 W Foxwood Dr , MO 64083

Inspection Information

Inspection Type Routine	Inspection Date October 25, 2022	Total Time Spent 2.50
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Equipment Temperatures

Description	Temperature (Fahrenheit)
Haier Freezer	8
Walk in Cooler	36
Walk in Freezer	3
Pepsi Cooler 1	38
Pepsi Cooler 2	39
Prep Table	29
Prep Table 2	32
Ice Cream Freezer	3
Pepsi Cooler 3	38

Warewashing Information

Machine Name	Sanitization Method	Thermo Label	PPM	Sanitizer Name	Sanitizer Type	Temperature (Fahrenheit)
Sani bucket	Chemical		99		Chlorine	

OPERATOR - The violations in operating procedure or physical arrangement indicated below must be corrected by the next routine inspection or by a date specified in this report.

Observed Priority Violations

Total # 4

Priority points 0

Repeated # 0

Risk/Intervention - 01c - Cross-contamination

3-302.11 - Packaged and Unpackaged Food - Separation, Packaging, and Segregation.

OBSERVATION: (CORRECTED DURING INSPECTION): Observed fish above bread in Pepsi cooler 1.
Raw meats above ready to eat food.

CORRECTIVE ACTION(S): Ready to eat foods shall be stored above raw meats.

The order in which food shall be stored is

Ready to eat

Seafood

Whole cuts of beef and pork

Ground Meat and Ground Fish

Whole and Ground Poultry Action Taken: Bread was placed above the seafood.

3-302.11(A) - Temperature

REPEAT OBSERVATION: Observed multiple uncovered foods in both walk in cooler and walk in freezer.

CORRECTIVE ACTION(S): Foods shall remain covered to prevent cross contamination.

Good Retail Practices - 12a - Food-contact surfaces

4-602.11 - Frequency Equipment Food-Contact Surfaces and Utensils.

REPEAT OBSERVATION: Observed dirty nozzles on the soda machine and the entire soda machine.

Observed the inside of the ice machine dirty.

Observed dirty mixer.

CORRECTIVE ACTION(S): All food contact surfaces shall be cleaned frequently

Risk/Intervention - 07a - Evidence of insects or rodents

6-501.111 - Controlling Pests

OBSERVATION: Observed fly strips hanging from the ceiling with dead flies.

CORRECTIVE ACTION(S): Pest shall be eliminated from the premises and controlled by a pest company.

Observed Priority Foundation Items

Total # 5

Priority Foundation points 0

Repeated # 0

Risk/Intervention - 01f - Consumer Advisory

3-603.11 - Consumer Advisory

OBSERVATION: Observed the menu did not have the eight food allergens warnings on them.

CORRECTIVE ACTION(S): All eight food allergens (peanuts, shell fish, dairy, wheat, eggs, fish, tree nuts, soy) shall be listed on the menu.

Risk/Intervention - 01f - Consumer Advisory

3-603.11 - Consumer Advisory

OBSERVATION: Observed no food allergen warnings on the menu.

CORRECTIVE ACTION(S): All food allergens must be labeled on the menu.

Good Retail Practices - 12a - Food-contact surfaces

4-601.11(A) - Equipment, Food-Contact Surfaces, NonfoodContact Surfaces, and Utensils

OBSERVATION: Observed vent hood dirty above the grill.

CORRECTIVE ACTION(S): All non food contact surfaces shall remain clean and free of dust and debris.

Risk/Intervention - 05b - Hot & cold water under pressure

5-202.12(A) - Handwashing Sink, Installation.

OBSERVATION: Observed no hot water (100 F) in the handwashing sinks in the drink station rooms.

CORRECTIVE ACTION(S): All handwashing sinks shall have hot water (100 F). Employees will not use handwashing sinks until hot water is corrected.

Risk/Intervention - 06b - Accessible

5-205.11(B) - Using a Handwashing Sink

OBSERVATION: Observed two handwashing sinks with objects in sink.

CORRECTIVE ACTION(S): Handwashing sinks shall be used for handwashing purposes only.

Observed Core Violations

Total # 15

Core points 0

Repeated # 0

Good Retail Practices - 13a - Utensils provided, used, stored

3-304.12 - In-Use Utensils, Between Storage

OBSERVATION: Observed ice scoop laying in ice chest on with ice.

CORRECTIVE ACTION(S): Ice scoops must be stored in a clean protected location.

Risk/Intervention - 08a - Properly stored

3-305.11 - Food Storage

OBSERVATION: Observed food stored on floor in the walk in cooler.

Observed food stored on floor throughtout kitchen (rice noodles and potatoes)

CORRECTIVE ACTION(S): Food shall be stored six inches above the ground.

Good Retail Practices - 11c - Chemical test kits provided, accessible

4-302.14 - Sanitizing Solutions, Testing Devices

OBSERVATION: Observed no test strips to test sanitizer.

CORRECTIVE ACTION(S): All facilities must have testing deivces to test sanitizers.

Good Retail Practices - 12b - Nonfood-contact surfaces

4-501.11 - Good Repair and Proper Adjustment

REPEAT OBSERVATION: Observed broken gasket on the door of the walk in freezer.

CORRECTIVE ACTION(S): All equipment shall be in good repair.

Good Retail Practices - 12b - Nonfood-contact surfaces

4-601.11(C) - Equipment, Food-Contact Surfaces, Nonfood Contact Surfaces, and Utensils.

REPEAT OBSERVATION: Observed the drain near the floor and Pepsi cooler dirty.

Observed kitchen shelves across from the walk in cooler dirty.

Observed dirty Pepsi cooler

Observed inside of the prep table on the bottom dirty.

Observed corrosion on the dish racks

CORRECTIVE ACTION(S): All non food contact surfaces shall remain clean and free of dust and debris.

Good Retail Practices - 13a - Utensils provided, used, stored

4-903.11 - Equipment, and Storage Cabinets, Contamination Prevention

OBSERVATION: Clean utensils and equipment are improperly handled and / or stored. Observed single service items (lids and cups) on the floor next to ice machine.

CORRECTIVE ACTION(S): All food contact surfaces shall be at 6" off the floor.

5-403.12 - Other Liquid Wastes and Rainwater

OBSERVATION: Observed ice built up on the door of the walk in freezer and thre inside of the walk in freezer.

CORRECTIVE ACTION(S): All freezers shall be defrosted frequently and ice removed.

Good Retail Practices - 14g - Premises maintained

6-202.15 - Outer Openings, Protected

OBSERVATION: Observed light coming from the back exit door.

CORRECTIVE ACTION(S): All outer openings shall be protected.

Good Retail Practices - 14d - Lighting

6-303.11 - Light Intensity

REPEAT OBSERVATION: Observed no lighting in the employee's restroom

Observed burnt out light in the dry storage are.

CORRECTIVE ACTION(S): Light intensisty must be adequate.

Good Retail Practices - 14g - Premises maintained

6-501.11 - Repairing

OBSERVATION: Observed many broken and loose tiles throughout the kitchen and broken and loose light covers.

CORRECTIVE ACTION(S): All areas of the facility must be clean and maintained in good repair.

Risk/Intervention - 07a - Evidence of insects or rodents

6-501.112 - Removing Birds, Insects, Rodents, and Other Pests

OBSERVATION: Observed fly strips full of dead flies. Pests are not removed from the facility at a frequency that prevents their accumulation, decomposition, or the attraction of pests.

CORRECTIVE ACTION(S): Pest shall be removed from the premises on a daily basis.

Good Retail Practices - 14g - Premises maintained

6-501.114 - Maintaining Premises, Unnecessary Items and Litter.

OBSERVATION: Observed unnecessary clutter in room across from the 5 comp sink,

Observed unnecessary clutter near room in ice cream machine.

Observed unnecessary clutter near back exit door.

CORRECTIVE ACTION(S): Premises shall be free of unnecessary clutter.

Good Retail Practices - 14c - Floors, walls, ceilings

6-501.12(A) - Cleaning, Frequency and Restrictions

OBSERVATION: Observed dirty floors in the room where the mixer is

Observed mold on floors across from Pepsi cooler

Observed dirty wall across from employee's restroom

Observed dirty floors throughout the facility
Observed dirty drains throughout the facility
Observed light fixture need to be cleaned in kitchen.

CORRECTIVE ACTION(S): All walls, floors, and ceilings shall be cleaned frequently.

Good Retail Practices - 14g - Premises maintained

6-501.18 - Cleaning of Plumbing Fixtures

OBSERVATION: Observed multiple handwashing sinks dirty throughout the facility.

CORRECTIVE ACTION(S): All handwashing sinks shall be clean.

Good Retail Practices - 14g - Premises maintained

6-501.18 - Cleaning of Plumbing Fixtures

OBSERVATION: Observed debris piles of trash and food scraps in around drains in the kitchen. The debris build up is causing an odor smell in the kitchen.

CORRECTIVE ACTION(S): All debris shall be cleaned on a daily basis and odors shall be eliminated.

Comments

This inspection was performed by Aryanna B, Kayla P, EPHS staff and Deb G, EPHS Supervisor. The establishment is out of essential compliance due to observed uncorrected five repeat violations and nine priority violations. The facility and staff is showing a lack of food safety knowledge and therefore the re-inspection will be another full routine inspection. All priority violations must be corrected by the re-inspection date November 28, 2022. All core violations must corrected by the next routine inspection. Routine inspections are not scheduled or announced, but generally occur 4 times per year for high risk establishments. For any further questions regarding this inspection, please contact the Cass County Health Department at 816-986-8499 or victorian@casscounty.com.

Disclaimer

Facility management is responsible at all times for ensuring that the facility operates in compliance of the codes and statutes, as adopted by the County of Cass and/or the State of Missouri.

A re-inspection to assess your correction of these violations will be conducted on, or about, 11/28/2022

Inspection Outcome

Out of Essential Compliance

Person in Charge

Environmental Health Specialist



Cindy Zou **Manager**



Victoria Nelson
EPHS#



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Cass County Health Department
 Food Establishment Inspection Report
 Cass County Health Department
 1411 S. Commercial, Harrisonville, MO 64701
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Foodservice Establishment Inspection Report

Establishment Information	
Facility Name China Star	Facility Type Restaurant
Facility ID # KSTD-AFPTLQ	Facility Telephone # 917 667-0261
Facility Address 1918 W Foxwood Dr Raymore , MO , 64083	Risk Rating High
Licensee Name Jile Huang	Licensee Address 1918 W Foxwood Dr , MO 64083

Inspection Information

Inspection Type	Inspection Date	Total Time Spent
Re-visit	November 28, 2022	1.00

Equipment Temperatures

Description	Temperature (Fahrenheit)
Haier Freezer	
Walk in Cooler	
Walk in Freezer	
Pepsi Cooler 1	
Pepsi Cooler 2	
Prep Table	
Prep Table 2	
Ice Cream Freezer	
Pepsi Cooler 3	

Warewashing Information

Machine Name	Sanitization Method	Thermo Label	PPM	Sanitizer Name	Sanitizer Type	Temperature (Fahrenheit)
Sani bucket	Chemical					

OPERATOR - The violations in operating procedure or physical arrangement indicated below must be corrected by the next routine inspection or by a date specified in this report.

Observed Priority Violations

Total # 0
Priority points 0
Repeated # 0

Observed Priority Foundation Items

Total # 0

Priority Foundation points 0

Repeated # 0

Observed Core Violations

Total # 2

Core points 0

Repeated # 0

Good Retail Practices - 14g - Premises maintained

6-202.15 - Outer Openings, Protected

REPEAT OBSERVATION: Observed light coming from the back exit door.

CORRECTIVE ACTION(S): All outer openings shall be protected.

Good Retail Practices - 14g - Premises maintained

6-501.11 - Repairing

REPEAT OBSERVATION: Observed many broken and loose tiles throughout the kitchen and broken and loose light covers.

CORRECTIVE ACTION(S): All areas of the facility must be clean and maintained in good repair.

Corrected Hazards

The following hazard(s) have been corrected since the last inspection.

Total # 21

3-302.11(A) - Temperature

This is a priority item

OBSERVATION: Observed multiple uncovered foods in both walk in cooler and walk in freezer.

CORRECTIVE ACTION(S): Foods shall remain covered to prevent cross contamination.

3-304.12 - In-Use Utensils, Between Storage

This is a core item

OBSERVATION: Observed ice scoop laying in ice chest on with ice.

CORRECTIVE ACTION(S): Ice scoops must be stored in a clean protected location.

3-305.11 - Food Storage

This is a core item

OBSERVATION: Observed food stored on floor in the walk in cooler.

Observed food stored on floor throughout kitchen (rice noodles and potatoes)

CORRECTIVE ACTION(S): Food shall be stored six inches above the ground.

3-603.11 - Consumer Advisory

This is a priority foundation item

OBSERVATION: Observed no food allergen warnings on the menu.

CORRECTIVE ACTION(S): All food allergens must be labeled on the menu.

3-603.11 - Consumer Advisory

This is a priority foundation item

OBSERVATION: Observed the menu did not have the eight food allergens warnings on them.

CORRECTIVE ACTION(S): All eight food allergens (peanuts, shell fish, dairy, wheat, eggs, fish, tree nuts, soy) shall be listed on the menu.

4-501.11 - Good Repair and Proper Adjustment

This is a core item

OBSERVATION: Observed broken gasket on the door of the walk in freezer.
CORRECTIVE ACTION(S): All equipment shall be in good repair.

4-601.11(A) - Equipment, Food-Contact Surfaces, NonfoodContact Surfaces, and Utensils

This is a priority foundation item

OBSERVATION: Observed vent hood dirty above the grill.

CORRECTIVE ACTION(S): All non food contact surfaces shall remain clean and free of dust and debris.

4-601.11(C) - Equipment, Food-Contact Surfaces, NonfoodContact Surfaces, and Utensils.

This is a core item

OBSERVATION: Observed the drain near the floor and Pepsi cooler dirty.

Observed kitchen shelves across from the walk in cooler dirty.

Observed dirty Pepsi cooler

Observed inside of the prep table on the bottom dirty.

Observed corosion on the dish racks

CORRECTIVE ACTION(S): All non food contact surfaces shall remain clean and free of dust and debris.

4-602.11 - Frequency Equipment Food-Contact Surfaces and Utensils.

This is a priority item

OBSERVATION: Observed dirty nozzles on the soda machine and the entire soda machine.

Observed the inside of the ice machine dirty.

Observed dirty mixer.

CORRECTIVE ACTION(S): All food contact surfaces shall be cleaned frequently

5-205.11(B) - Using a Handwashing Sink

This is a priority foundation item

OBSERVATION: Observed two handwashing sinks with objects in sink.

CORRECTIVE ACTION(S): Handwashing sinks shall be used for handwashing purposes only.

5-403.12 - Other Liquid Wastes and Rainwater

This is a core item

OBSERVATION: Observed ice built up on the door of the walk in freezer and thre inside of the walk in freezer.

CORRECTIVE ACTION(S): All freezers shall be defrosted frequently and ice removed.

6-303.11 - Light Intensity

This is a core item

OBSERVATION: Observed no lighting in the employee's restroom

Observed burnt out light in the dry storage are.

CORRECTIVE ACTION(S): Light intensisty must be adequate.

6-501.111 - Controlling Pests

This is a priority item

OBSERVATION: Observed fly strips hanging from the ceiling with dead flies.

CORRECTIVE ACTION(S): Pest shall be eliminated from the premises and controlled by a pest company.

6-501.112 - Removing Birds, Insects, Rodents, and Other Pests

This is a core item

OBSERVATION: Observed fly strips full of dead flies. Pests are not removed from the facility at a frequency that prevents their accumulation, decomposition, or the attraction of pests.

CORRECTIVE ACTION(S): Pest shall be removed from the premises on a daily basis.

6-501.114 - Maintaining Premises, Unnecessary Items and Litter.

This is a core item

OBSERVATION: Observed unnecessary clutter in room across from the 5 comp sink,

Observed unnecessary clutter near room in ice cream machine.
Observed unnecessary clutter near back exit door.

CORRECTIVE ACTION(S): Premises shall be free of unnecessary clutter.

6-501.12(A) - Cleaning, Frequency and Restrictions

This is a core item

OBSERVATION: Observed dirty floors in the room where the mixer is
Observed mold on floors across from Pepsi cooler
Observed dirty wall across from employee's restroom
Observed dirty floors throughout the facility
Observed dirty drains throughout the facility
Observed light fixture need to be cleaned in kitchen.

CORRECTIVE ACTION(S): All walls, floors, and ceilings shall be cleaned frequently.

6-501.18 - Cleaning of Plumbing Fixtures

This is a core item

OBSERVATION: Observed multiple handwashing sinks dirty throughout the facility.

CORRECTIVE ACTION(S): All handwashing sinks shall be clean.

6-501.18 - Cleaning of Plumbing Fixtures

This is a core item

OBSERVATION: Observed debris piles of trash and food scraps in around drains in the kitchen. The debris build up is causing an odor smell in the kitchen.

CORRECTIVE ACTION(S): All debris shall be cleaned on a daily basis and odors shall be eliminated.

4-302.14 - Sanitizing Solutions, Testing Devices

This is a core item

OBSERVATION: Observed no test strips to test sanitizer.

CORRECTIVE ACTION(S): All facilities must have testing devices to test sanitizers.

4-903.11 - Equipment, and Storage Cabinets, Contamination Prevention

This is a core item

OBSERVATION: Clean utensils and equipment are improperly handled and / or stored. Observed single service items (lids and cups) on the floor next to ice machine.

CORRECTIVE ACTION(S): All food contact surfaces shall be at 6" off the floor.

5-202.12(A) - Handwashing Sink, Installation.

This is a priority foundation item

OBSERVATION: Observed no hot water (100 F) in the handwashing sinks in the drink station rooms.

CORRECTIVE ACTION(S): All handwashing sinks shall have hot water (100 F). Employees will not use handwashing sinks until hot water is corrected.

Comments

This inspection was performed by Kayla Patterson, Aryanna Brock and Victoria Nelson, EPHS staff. The establishment is out of essential compliance due to observed uncorrected repeat violations of gap and broken ceiling tiles and light covers. A re-inspection is scheduled dated December 16, 2022 or following communication from the establishment to observe the corrective action(s) undertaken to fix the uncorrected violation. Pictures maybe emailed to EPHS staff as long as they are clear and identifiable of the corrected items. Routine inspections are not scheduled or announced, but generally occur 4 times per year for medium risk establishments. For convenience, please have a copy of all employee's food handlers readily available either posted on a wall or in a book. For any further questions regarding this inspection, please contact the Cass County Health Department at 816-673-4921 or Kaylap@casscounty.com. |

Disclaimer

Facility management is responsible at all times for ensuring that the facility operates in compliance of the codes and statutes, as adopted by the County of Cass and/or the State of Missouri.

A re-inspection to assess your correction of these violations will be conducted on, or about, 12/16/2022

Out of Essential Compliance

Person in Charge

Environmental Health Specialist



Cindy Zou

Manager



Victoria Nelson
EPHS#





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Cass County Health Department
 Food Establishment Inspection Report
 Cass County Health Department
 1411 S. Commercial, Harrisonville, MO 64701
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Foodservice Establishment Inspection Report

Establishment Information	
Facility Name China Star	Facility Type Restaurant
Facility ID # KSTD-AFPTLQ	Facility Telephone # 917 667-0261
Facility Address 1918 W Foxwood Dr Raymore , MO , 64083	Risk Rating High
Licensee Name Jile Huang	Licensee Address 1918 W Foxwood Dr , MO 64083

Inspection Information

Inspection Type Routine	Inspection Date February 3, 2023	Total Time Spent 2.75
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Equipment Temperatures

Description	Temperature (Fahrenheit)
Haier Freezer	0
Walk in Cooler	37
Walk in Freezer	9
Pepsi Cooler 1	29
Prep Table	37
Prep Table By Sushi Bar	41
Ice Cream Freezer	-1

Food Temperatures

Description	Temperature (Fahrenheit)
Crab	193
Shrimp	144
Sweet n Sour Chicken	144
Salmon	136

Warewashing Information

Machine Name	Sanitization Method	Thermo Label	PPM	Sanitizer Name	Sanitizer Type	Temperature (Fahrenheit)
Dish machine	Chemical		75		chlorine	

OPERATOR - The violations in operating procedure or physical arrangement indicated below must be corrected by the next routine inspection or by a date specified in this report.

Observed Priority Violations

Total # 10

Priority points 0

3-101.11 - Safe, Unadulterated, and Honestly Presented.

OBSERVATION: (*CORRECTED DURING INSPECTION*): Observed multiple cans with dents in them
CORRECTIVE ACTION(S): Food shall be safe, unadulterated and honestly presented Action Taken:
Management discarded cans

Risk/Intervention - 01e - Date Marking

3-501.17 - Ready-to-Eat, Time/Temperature Control for Safety Food, Date Marking.

OBSERVATION: Observed foods in small prep cooler behind the sushi bar with no dates or labels
CORRECTIVE ACTION(S): All ready to eat and time temperature control foods shall be labeled and date marked

Risk/Intervention - 01e - Date Marking

3-501.17 - Ready-to-Eat, Time/Temperature Control for Safety Food, Date Marking.

OBSERVATION: Observed multiple foods not labeled or dated in the prep cooler behind the sushi bar
CORRECTIVE ACTION(S): All ready to eat and time temperature control foods shall be labeled and date marked for food safety

Risk/Intervention - 01b - Wholesome, free of spoilage

3-701.11 - Discarding or Reconditioning Unsafe, Adulterated, or Contaminated Food.

OBSERVATION: Observed multiple foods uncovered in the walk in cooler, walk in freezer, bottom prep cooler, on top of ice machine. This is in reference to code 3-302.11(A)(4)
CORRECTIVE ACTION(S): All foods shall be covered to prevent the risk of cross contamination

Good Retail Practices - 12a - Food-contact surfaces

4-602.11 - Frequency Equipment Food-Contact Surfaces and Utensils.

OBSERVATION: Observed dirty mixer
CORRECTIVE ACTION(S): All food contact surfaces shall be clean to sight and touch

Good Retail Practices - 12a - Food-contact surfaces

4-602.11 - Frequency Equipment Food-Contact Surfaces and Utensils.

OBSERVATION: Observed mold growing in the inside of the ice machine
CORRECTIVE ACTION(S): All food contact surfaces shall be clean to sight and touch

Good Retail Practices - 12a - Food-contact surfaces

4-602.11 - Frequency Equipment Food-Contact Surfaces and Utensils.

OBSERVATION: Observed dirty inside and outside prep cooler in the kitchen across from grill
CORRECTIVE ACTION(S): All food contact surfaces shall be clean and free of dust and debris

Good Retail Practices - 12a - Food-contact surfaces

4-702.11 - Before Use After Cleaning, Frequency

OBSERVATION: Observed employee incorrectly washing utensils. No soap or sanitizer was used.
CORRECTIVE ACTION(S): All utensils shall be washed, rinsed, and sanitized.

Risk/Intervention - 07a - Evidence of insects or rodents

6-501.111 - Controlling Pests

OBSERVATION: Observed mice droppings in the dry storage area and in the mechanical room
CORRECTIVE ACTION(S): Facilities shall be free of pests

Risk/Intervention - 08a - Properly stored

7-201.11 - Separation

OBSERVATION: Observed sanitizer bucket being stored on top of soy sauce
CORRECTIVE ACTION(S): All toxins shall be stored separately from food

Observed Priority Foundation Items

Total # 5

Priority Foundation points 0

Repeated # 0

Risk/Intervention - 02f - Training needed

2-102.11 - Person In Charge

OBSERVATION: Observed sushi being served with no HACCP plan or knowledge or demonstration of a HACCP plan

CORRECTIVE ACTION(S): PIC shall be able to demonstrate knowledge of food borne illnesses or HACCP

Risk/Intervention - 06b - Accessible

5-205.11(A) - Using a Handwashing Sink

OBSERVATION: Observed pans on top of handwashing sink behind the sushi barSink is blocked or inaccessible.

CORRECTIVE ACTION(S): Handwashing sinks shall not be blocked and shall only be used for handwashing purposes only

Risk/Intervention - 06b - Accessible

5-205.11(B) - Using a Handwashing Sink

OBSERVATION: Observed steel wool scrubber in the handsink

CORRECTIVE ACTION(S): All handwashing sinks shall be used for handwashing purposes only

Risk/Intervention - 06c - Soap & drying devices available

6-301.12 - Hand Drying Provision

OBSERVATION: Observed all paper towels out of the dispenser

CORRECTIVE ACTION(S): Paper towels shall be in a dispenser at the handsink

Risk/Intervention - 08c - Properly used

7-202.11 - Restriction

OBSERVATION: (CORRECTED DURING INSPECTION): Observed laundry bleach being used for sanitizer buckets and wipe cloths. (When tested with chlorine test strips product did not react)

CORRECTIVE ACTION(S): Toxic items in establishment that are not needed for cleaning and sanitizing equipment shall not be in the facility Action Taken: Management discarded laundry bleach.

Observed Core Violations

Total # 24

Core points 0

Repeated # 0

Risk/Intervention - 08a - Properly stored

3-305.11 - Food Storage

OBSERVATION: Observed food being stored on the floor in the walk in freezer

CORRECTIVE ACTION(S): All foods shall be stored six inches above the ground

Risk/Intervention - 03e - Cold hold at 41°F or less

3-501.13 - Thawing.

OBSERVATION: Observed raw fish sitting out on top of counter to thaw

CORRECTIVE ACTION(S): Food shall be thawed according to the food code

Risk/Intervention - 03e - Cold hold at 41°F or less

3-501.13 - Thawing.

OBSERVATION: Observed chicken being stored on the floor on top of each other to thaw

CORRECTIVE ACTION(S): Food shall be thawed according to the food code and shall not be stored on the floor

Good Retail Practices - 11c - Chemical test kits provided, accessible

4-302.14 - Sanitizing Solutions, Testing Devices

OBSERVATION: Observed no test strips

CORRECTIVE ACTION(S): All sanitizing solutions shall have testing devices

Good Retail Practices - 12b - Nonfood-contact surfaces

4-501.11 - Good Repair and Proper Adjustment

OBSERVATION: Observed door on the walk in freezer not latching

CORRECTIVE ACTION(S): All equipment shall be in good repair

Good Retail Practices - 12b - Nonfood-contact surfaces

4-602.13 - Nonfood-Contact Surfaces, Frequency

OBSERVATION: Observed mold growing on the blue dish racks that go through the dish washer in the dish area

CORRECTIVE ACTION(S): All non food contact surfaces shall be clean and free of dirt, dust, and debris

Good Retail Practices - 12b - Nonfood-contact surfaces

4-602.13 - Nonfood-Contact Surfaces, Frequency

OBSERVATION: Observed food debris on dish racks in the dish area

CORRECTIVE ACTION(S): All non food contact surfaces shall be clean and free of dirt, dust, and debris

Good Retail Practices - 12b - Nonfood-contact surfaces

4-602.13 - Nonfood-Contact Surfaces, Frequency

OBSERVATION: Observed dirty curtains at the server station and ice machine

CORRECTIVE ACTION(S): All non food contact surfaces shall be clean and free of dirt and debris

Good Retail Practices - 13a - Utensils provided, used, stored

4-903.11 - Equipment, and Storage Cabinets, Contamination Prevention

OBSERVATION: Observed rubber boots being stored next to mushrooms and chicken flavored soup and rags

CORRECTIVE ACTION(S): All cleaning equipment shall be properly stored and away from food

5-403.12 - Other Liquid Wastes and Rainwater

OBSERVATION: Observed ice accumulation in the Haier freezer

CORRECTIVE ACTION(S): Condensate drainage and other nonsewage liquids and rainwater are NOT drained from point of discharge to disposal according to law

5-403.12 - Other Liquid Wastes and Rainwater

OBSERVATION: Observed ice accumulation in the walk in freezer

CORRECTIVE ACTION(S): Condensate drainage and other nonsewage liquids and rainwater are NOT drained from point of discharge to disposal according to law

Good Retail Practices - 14b - Garbage and refuse

5-501.113 - Covering Receptacles

OBSERVATION: Observed dumpster lids open

CORRECTIVE ACTION(S): All waste receptacles shall be covered

Good Retail Practices - 14b - Garbage and refuse

5-501.115 - Maintaining Refuse Areas and Enclosures

OBSERVATION: Observed trash around dumpster

CORRECTIVE ACTION(S): Dumpster enclosure shall be free of litter

Good Retail Practices - 14g - Premises maintained

6-202.15 - Outer Openings, Protected

REPEAT OBSERVATION: Observed gap in the back exit door

CORRECTIVE ACTION(S): All outer openings shall be protected to prevent entry of pests

Good Retail Practices - 14d - Lighting

6-303.11 - Light Intensity

OBSERVATION: Observed non working light in the dish area

CORRECTIVE ACTION(S): Light intensity shall be adequate

Good Retail Practices - 14d - Lighting

6-303.11 - Light Intensity

OBSERVATION: Observed non working light in the electrical panel

CORRECTIVE ACTION(S): Light intensity shall be adequate

Good Retail Practices - 14g - Premises maintained

6-501.11 - Repairing

OBSERVATION: Observed rusting and chipping window above the 3 comp sink

Observed missing wall tile under 4 comp sink

Observed rusty drain under dish machine

Observed broken coving on the wall of the dish area

CORRECTIVE ACTION(S): All walls, floors, and ceilings, shall be in good repair

Good Retail Practices - 14g - Premises maintained

6-501.11 - Repairing

OBSERVATION: Observed coving in the womens restrooms by the wall behind the toilets is in disrepair.

CORRECTIVE ACTION(S): All coving must be in good repair.

Good Retail Practices - 14g - Premises maintained

6-501.114 - Maintaining Premises, Unnecessary Items and Litter.

OBSERVATION: Observed non working toilet in the restroom in the back area

CORRECTIVE ACTION(S): All facilities shall be free of unnecessary items and clutter

Good Retail Practices - 14g - Premises maintained

6-501.114 - Maintaining Premises, Unnecessary Items and Litter.

OBSERVATION: Ice cream machine moldy, dirty and not in use

CORRECTIVE ACTION(S): Facilities shall be free of unnecessary items and litter

Good Retail Practices - 14c - Floors, walls, ceilings

6-501.12(A) - Cleaning, Frequency and Restrictions

OBSERVATION: Observed dirty drain in room where cans are stored

Observed dirty drain under prep cooler

Observed moldy vent in restroom in the back area

Observed dirty floors throughout the kitchen

Observed dirty walls splattered with food debris throughout the kitchen

Observed dirty trap in dish room under dish machine

Observed food debris on pipes under 4 comp sink

CORRECTIVE ACTION(S): All walls, floors, and ceilings shall be clean and free of dust and debris

Good Retail Practices - 14c - Floors, walls, ceilings

6-501.12(A) - Cleaning, Frequency and Restrictions

OBSERVATION: Observed splatters of food debris on the walls near the dish area

CORRECTIVE ACTION(S): All walls, floors, and ceilings shall be clean and free of dust and debris.

Good Retail Practices - 14g - Premises maintained

6-501.16 - Drying Mops

OBSERVATION: Observed mop being stored in the bucket

CORRECTIVE ACTION(S): All mops shall be hung to dry properly

Good Retail Practices - 14g - Premises maintained

6-501.18 - Cleaning of Plumbing Fixtures

OBSERVATION: Observed dirty handwashing sink near Haier freezer

CORRECTIVE ACTION(S): Handwashing sinks shall be clean and free of dirt and debris

Comments

Co-inspection with Carollee Wiley, Kayla Patterson, and Aryanna Brock. This food establishment is out of essential compliance due to the observed excessive priority and core violations, and repeat violation. A re-inspection is required and is scheduled for 2/15/2023. ALL violations must be corrected by this date. For convenience please have a copy of all food handlers cards and managers certificate readily available either posted or in a notebook. If you have any questions please contact the Cass County Health Department at 816-986-8499 or email victorian@casscounty.com

Disclaimer

Facility management is responsible at all times for ensuring that the facility operates in compliance of the codes and statutes, as adopted by the County of Cass and/or the State of Missouri.

A re-inspection to assess your correction of these violations will be conducted on, or about, 02/15/2023

Inspection Outcome

Out of Essential Compliance

Person in Charge

Environmental Health Specialist



Cindy Zou **Manager**



Victoria Nelson
EPHS#



Public Health
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Cass County Health Department
 Food Establishment Inspection Report
 Cass County Health Department
 1411 S. Commercial, Harrisonville, MO 64701
 816-380-8425
<https://www.casscounty.com/2158/Health-Department>

Foodservice Establishment Inspection Report

Establishment Information	
Facility Name China Star	Facility Type Restaurant
Facility ID # KSTD-AFPTLQ	Facility Telephone # 917 667-0261
Facility Address 1918 W Foxwood Dr Raymore , MO , 64083	Risk Rating High
Licensee Name Jile Huang	Licensee Address 1918 W Foxwood Dr , MO 64083

Inspection Information

Inspection Type	Inspection Date	Total Time Spent
Re-visit	February 28, 2023	0.50

Equipment Temperatures

Description	Temperature (Fahrenheit)
Haier Freezer	
Walk in Cooler	
Walk in Freezer	
Pepsi Cooler 1	
Prep Table	
Prep Table By Sushi Bar	
Ice Cream Freezer	

Warewashing Information

Machine Name	Sanitization Method	Thermo Label	PPM	Sanitizer Name	Sanitizer Type	Temperature (Fahrenheit)
Dish machine	Chemical					

OPERATOR - The violations in operating procedure or physical arrangement indicated below must be corrected by the next routine inspection or by a date specified in this report.

Observed Priority Violations

Total # 0
Priority points 0
Repeated # 0

Observed Priority Foundation Items

Total # 0

Priority Foundation points 0

Repeated # 0

Observed Core Violations

Total # 2

Core points 0

Repeated # 0

5-403.12 - Other Liquid Wastes and Rainwater

REPEAT OBSERVATION: Observed ice accumulation in the walk in freezer

CORRECTIVE ACTION(S): Condensate drainage and other nonsewage liquids and rainwater are NOT drained from point of discharge to disposal according to law

Good Retail Practices - 14b - Garbage and refuse

5-501.115 - Maintaining Refuse Areas and Enclosures

REPEAT OBSERVATION: Observed trash around dumpster

CORRECTIVE ACTION(S): Dumpster enclosure shall be free of litter

Corrected Hazards

The following hazard(s) have been corrected since the last inspection.

Total # 7

6-303.11 - Light Intensity

This is a core item

OBSERVATION: Observed non working light in the dish area

CORRECTIVE ACTION(S): Light intensity shall be adequate

6-303.11 - Light Intensity

This is a core item

OBSERVATION: Observed non working light in the electrical panel

CORRECTIVE ACTION(S): Light intensity shall be adequate

6-501.111 - Controlling Pests

This is a priority item

OBSERVATION: Observed mice droppings in the dry storage area and in the mechanical room

CORRECTIVE ACTION(S): Facilities shall be free of pests

6-501.114 - Maintaining Premises, Unnecessary Items and Litter.

This is a core item

OBSERVATION: Ice cream machine moldy, dirty and not in use

CORRECTIVE ACTION(S): Facilities shall be free of unnecessary items and litter

5-403.12 - Other Liquid Wastes and Rainwater

This is a core item

OBSERVATION: Observed ice accumulation in the Haier freezer

CORRECTIVE ACTION(S): Condensate drainage and other nonsewage liquids and rainwater are NOT drained from point of discharge to disposal according to law

4-602.11 - Frequency Equipment Food-Contact Surfaces and Utensils.

This is a priority item

OBSERVATION: Observed mold growing in the inside of the ice machine

CORRECTIVE ACTION(S): All food contact surfaces shall be clean to sight and touch

2-102.11 - Person In Charge

This is a priority foundation item

OBSERVATION: Observed sushi being served with no HACCP plan or knowledge or demonstration of a HACCP plan

CORRECTIVE ACTION(S): PIC shall be able to demonstrate knowledge of food borne illnesses or HACCP

Comments

Co-inspection with Aryanna Brock. The observed priority violations have been corrected. This establishment is now in essential compliance. Routine inspections are not scheduled but are generally conducted four times a year for high risk establishments. If you have any questions please contact the Cass County Health Department at 816-673-4921 or email kaylap@casscounty.com

Disclaimer

Facility management is responsible at all times for ensuring that the facility operates in compliance of the codes and statutes, as adopted by the County of Cass and/or the State of Missouri.

Inspection Outcome

In Essential Compliance



Cindy Zou

Manager

Kayla Patterson
EPHS#



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Cass County Health Department
 Food Establishment Inspection Report
 Cass County Health Department
 1411 S. Commercial, Harrisonville, MO 64701
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Foodservice Establishment Inspection Report

Establishment Information	
Facility Name China Star	Facility Type Restaurant
Facility ID # KSTD-AFPTLQ	Facility Telephone # 917 667-0261
Facility Address 1918 W Foxwood Dr Raymore , MO , 64083	Risk Rating High
Licensee Name Jile Huang	Licensee Address 1918 W Foxwood Dr , MO 64083

Inspection Information

Inspection Type Routine	Inspection Date June 6, 2023	Total Time Spent 3.75
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Equipment Temperatures

Description	Temperature (Fahrenheit)
Haier Freezer	-8
Walk in Cooler	41
Walk in Freezer	4
Pepsi Cooler 1	37
Prep Table	32
Prep Table By Sushi Bar	39
Ice Cream Freezer	4

Warewashing Information

Machine Name	Sanitization Method	Thermo Label	PPM	Sanitizer Name	Sanitizer Type	Temperature (Fahrenheit)
Dish machine	Chemical					

OPERATOR - The violations in operating procedure or physical arrangement indicated below must be corrected by the next routine inspection or by a date specified in this report.

Observed Priority Violations

Total # 8

Priority points 0

Repeated # 0

Risk/Intervention - 01e - Date Marking

3-501.17 - Ready-to-Eat, Time/Temperature Control for Safety Food, Date Marking.

OBSERVATION: Observed multiple foods (crab meat, cut lemons, chicken, etc) without dates in the walk in cooler

CORRECTIVE ACTION(S): All food shall be labeled and date marked

Risk/Intervention - 01e - Date Marking

3-501.17 - Ready-to-Eat, Time/Temperature Control for Safety Food, Date Marking.

OBSERVATION: Observed multiple foods in the Pepsi freezer by the sushi area without dates

CORRECTIVE ACTION(S): All foods shall be date marked

Risk/Intervention - 01b - Wholesome, free of spoilage

3-701.11 - Discarding or Reconditioning Unsafe, Adulterated, or Contaminated Food.

OBSERVATION: Observed uncovered foods in the walk in cooler

CORRECTIVE ACTION(S): All foods shall be covered to prevent the risk of cross contamination

Risk/Intervention - 01b - Wholesome, free of spoilage

3-701.11 - Discarding or Reconditioning Unsafe, Adulterated, or Contaminated Food.

OBSERVATION: Observed uncovered seafood in the Pepsi cooler

CORRECTIVE ACTION(S): All food shall be covered to prevent the risk of cross contamination

Risk/Intervention - 01b - Wholesome, free of spoilage

3-701.11 - Discarding or Reconditioning Unsafe, Adulterated, or Contaminated Food.

OBSERVATION: Observed green onions sitting on the rack in the walk in. Uncovered and not in a pan or bucket

CORRECTIVE ACTION(S): Food shall be covered to prevent the risk of contamination

Good Retail Practices - 12a - Food-contact surfaces

4-101.11 - Multiuse Characteristics

OBSERVATION: Observed cans being used for storage after opening them

CORRECTIVE ACTION(S): Non food grade materials shall not be used for food storage

Good Retail Practices - 12c - Dishwashing operations

4-501.114 - Manual and Mechanical Warewashing Equipment, Chemical Sanitization Temperature, pH, Concentration, and Hardness

OBSERVATION: Observed dish machine sanitizer reading at 0PPM

CORRECTIVE ACTION(S): Warewashing equipment shall have sufficient sanitizer

Good Retail Practices - 12a - Food-contact surfaces

4-602.11 - Frequency Equipment Food-Contact Surfaces and Utensils.

OBSERVATION: Observed clean dishes on a dirty rack.

CORRECTIVE ACTION(S): All food contact surfaces shall be clean and free of dust and debris

Observed Priority Foundation Items

Total # 3

Priority Foundation points 0

Repeated # 0

Good Retail Practices - 12a - Food-contact surfaces

4-601.11(A) - Equipment, Food-Contact Surfaces, NonfoodContact Surfaces, and Utensils

OBSERVATION: Observed vent hood near fryers with grease dripping onto food

CORRECTIVE ACTION(S): All vent hoods and equipment shall be clean and free of dust and debris

Good Retail Practices - 12a - Food-contact surfaces

4-601.11(A) - Equipment, Food-Contact Surfaces, NonfoodContact Surfaces, and Utensils

OBSERVATION: Observed vent hood dirty

CORRECTIVE ACTION(S): All vent hoods shall be clean and free of dust and debris

Risk/Intervention - 06b - Accessible

5-205.11(B) - Using a Handwashing Sink

OBSERVATION: Observed steel wool scrubber in the handwashing sink

CORRECTIVE ACTION(S): Handwashing sinks shall be used for handwashing purposes only

Observed Core Violations

Total # 12

Core points 0

Repeated # 0

Good Retail Practices - 13a - Utensils provided, used, stored

3-304.12 - In-Use Utensils, Between Storage

OBSERVATION: Observed ice cream scoops being stored in water in between use

CORRECTIVE ACTION(S): All in use utensils shall be stored properly... Utensils in between use needs to be placed either on top of a food prep table if they are clean and sanitized frequently, under running water, or in a clean protected locaiton in a container of water that is maintained at 135F.

Good Retail Practices - 13a - Utensils provided, used, stored

4-903.11 - Equipment, and Storage Cabinets, Contamination Prevention

OBSERVATION: (CORRECTED DURING INSPECTION): Observed utensils being stored on the floor in the dry storage area

CORRECTIVE ACTION(S): All utensils and single service items shall be stored properly Action Taken: Utensils were placed on the shelf

5-403.12 - Other Liquid Wastes and Rainwater

OBSERVATION: Observed ice accumulation in the walk in freezer

CORRECTIVE ACTION(S): Condensated drainage and other nonsewage liquids and rainwater are NOT drained from point of discharge to disposal according to law

5-403.12 - Other Liquid Wastes and Rainwater

OBSERVATION: Observed ice accumulation in the Haier deep freezer

CORRECTIVE ACTION(S): Condensate drainage and other nonsewage liquids and rainwater are NOT drained from point of discharge to disposal according to law

5-403.12 - Other Liquid Wastes and Rainwater

OBSERVATION: Observed standing water in the small room off to the side of the kitchen

CORRECTIVE ACTION(S): Condensate drainage and other nonsewage liquids and rainwater are NOT drained from point of discharge to disposal according to law

5-403.12 - Other Liquid Wastes and Rainwater

OBSERVATION: (CORRECTED DURING INSPECTION): Observed water dripping onto food in the walk in cooler

CORRECTIVE ACTION(S): Condensate drainage and other nonsewage liquids and ranwater are NOT drained from point of discharge to disposal according to law Action Taken: Bucket was placed to catch the dripping water

Good Retail Practices - 14d - Lighting

6-202.11(A) - Light Bulbs, Protective Shielding

OBSERVATION: Observed standing lamp with no shade in the kitchen where food is prepared

CORRECTIVE ACTION(S): All lights shall be adequately shielded

Good Retail Practices - 14d - Lighting

6-303.11 - Light Intensity

OBSERVATION: Observed burnt out light bulb in the women's restroom in the back stall

CORRECTIVE ACTION(S): Light intensity shall be adequate

Good Retail Practices - 14d - Lighting

6-303.11 - Light Intensity

OBSERVATION: Observed burnt out lights in the room near sushi prep area

CORRECTIVE ACTION(S): Light intensity shall be adequate in areas where food is prepared

Good Retail Practices - 14d - Lighting

6-303.11 - Light Intensity

OBSERVATION: Observed burnt out lights above fryers and vent hood

CORRECTIVE ACTION(S): Light intensity shall be adequate in areas where food is prepared

Good Retail Practices - 14c - Floors, walls, ceilings

6-501.12(A) - Cleaning, Frequency and Restrictions

OBSERVATION: Observed dirty floors throughout the kitchen

CORRECTIVE ACTION(S): All walls, floors, and ceilings shall be clean and free of dust and debris

Good Retail Practices - 14g - Premises maintained

6-501.16 - Drying Mops

OBSERVATION: Observed mops sitting in the bucket

CORRECTIVE ACTION(S): All mops shall be hung to ensure they dry properly

Comments

Co-inspection with Victoria Nelson and Seth Wiebusch. This establishment is out of essential compliance due to the observed priority violations and excessive core violations. A re-inspection is required and will be scheduled for July 6, 2023. All violations must be corrected. Due to insufficient sanitizer in the dish machine dishes must be sanitized in the 3 comp sink after being ran through the dish machine. This process is to continue until EPHS has returned to inspect the dish machine for sufficient sanitizer. Routine inspections are not scheduled but are generally conducted four times per year. If you have any questions please contact the Cass County Health Department at 816-673-4921 or email kaylap@casscounty.com

Disclaimer

Facility management is responsible at all times for ensuring that the facility operates in compliance of the codes and statutes, as adopted by the County of Cass and/or the State of Missouri.

A re-inspection to assess your correction of these violations will be conducted on, or about, 07/06/2023

Inspection Outcome

Out of Essential Compliance



Shelly Weng

Supervisor

Kayla Patterson
EPHS#



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Cass County Health Department
 Food Establishment Inspection Report
 Cass County Health Department
 1411 S. Commercial, Harrisonville, MO 64701
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Foodservice Establishment Inspection Report

Establishment Information	
Facility Name China Star	Facility Type Restaurant
Facility ID # KSTD-AFPTLQ	Facility Telephone # 917 667-0261
Facility Address 1918 W Foxwood Dr Raymore , MO , 64083	Risk Rating High
Licensee Name Jile Huang	Licensee Address 1918 W Foxwood Dr , MO 64083

Inspection Information

Inspection Type Re-visit	Inspection Date July 13, 2023	Total Time Spent 1.00
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Equipment Temperatures

Description	Temperature (Fahrenheit)
Haier Freezer	
Walk in Cooler	
Walk in Freezer	
Pepsi Cooler 1	
Prep Table	
Prep Table By Sushi Bar	
Ice Cream Freezer	

Warewashing Information

Machine Name	Sanitization Method	Thermo Label	PPM	Sanitizer Name	Sanitizer Type	Temperature (Fahrenheit)
Dish machine	Chemical					

OPERATOR - The violations in operating procedure or physical arrangement indicated below must be corrected by the next routine inspection or by a date specified in this report.

Observed Priority Violations

Total # 0
Priority points 0
Repeated # 0

Observed Priority Foundation Items

Total # 1

Priority Foundation points 0

Repeated # 0

Good Retail Practices - 12a - Food-contact surfaces

4-601.11(A) - Equipment, Food-Contact Surfaces, Nonfood Contact Surfaces, and Utensils

REPEAT OBSERVATION: Observed vent hood dirty

CORRECTIVE ACTION(S): All vent hoods shall be clean and free of dust and debris

Observed Core Violations

Total # 4

Core points 0

Repeated # 0

Good Retail Practices - 14d - Lighting

6-303.11 - Light Intensity

REPEAT OBSERVATION: Observed burnt out light bulb in the women's restroom in the back stall

CORRECTIVE ACTION(S): Light intensity shall be adequate

Good Retail Practices - 14d - Lighting

6-303.11 - Light Intensity

REPEAT OBSERVATION: Observed burnt out lights in the room near sushi prep area

CORRECTIVE ACTION(S): Light intensity shall be adequate in areas where food is prepared

Good Retail Practices - 14d - Lighting

6-303.11 - Light Intensity

REPEAT OBSERVATION: Observed burnt out lights above fryers and vent hood

CORRECTIVE ACTION(S): Light intensity shall be adequate in areas where food is prepared

Good Retail Practices - 14c - Floors, walls, ceilings

6-501.12(A) - Cleaning, Frequency and Restrictions

REPEAT OBSERVATION: Observed dirty floors throughout the kitchen

CORRECTIVE ACTION(S): All walls, floors, and ceilings shall be clean and free of dust and debris

Corrected Hazards

The following hazard(s) have been corrected since the last inspection.

Total # 16

3-501.17 - Ready-to-Eat, Time/Temperature Control for Safety Food, Date Marking.

This is a priority item

OBSERVATION: Observed multiple foods in the Pepsi freezer by the sushi area without dates

CORRECTIVE ACTION(S): All foods shall be date marked

3-701.11 - Discarding or Reconditioning Unsafe, Adulterated, or Contaminated Food.

This is a priority item

OBSERVATION: Observed uncovered seafood in the Pepsi cooler

CORRECTIVE ACTION(S): All food shall be covered to prevent the risk of cross contamination

3-304.12 - In-Use Utensils, Between Storage

This is a core item

OBSERVATION: Observed ice cream scoops being stored in water in between use

CORRECTIVE ACTION(S): All in use utensils shall be stored properly... Utensils in between use needs to be placed either on top of a food prep table if they are clean and sanitized frequently, under

3-501.17 - Ready-to-Eat, Time/Temperature Control for Safety Food, Date Marking.

This is a priority item

OBSERVATION: Observed multiple foods (crab meat, cut lemons, chicken, etc) without dates in the walk in cooler

CORRECTIVE ACTION(S): All food shall be labeled and date marked

3-701.11 - Discarding or Reconditioning Unsafe, Adulterated, or Contaminated Food.

This is a priority item

OBSERVATION: Observed green onions sitting on the rack in the walk in. Uncovered and not in a pan or bucket

CORRECTIVE ACTION(S): Food shall be covered to prevent the risk of contamination

3-701.11 - Discarding or Reconditioning Unsafe, Adulterated, or Contaminated Food.

This is a priority item

OBSERVATION: Observed uncovered foods in the walk in cooler

CORRECTIVE ACTION(S): All foods shall be covered to prevent the risk of cross contamination

5-403.12 - Other Liquid Wastes and Rainwater

This is a core item

OBSERVATION: Observed ice accumulation in the walk in freezer

CORRECTIVE ACTION(S): Condensated drainage and other nonsewage liquids and rainwater are NOT drained from point of discharge to disposal according to law

4-602.11 - Frequency Equipment Food-Contact Surfaces and Utensils.

This is a priority item

OBSERVATION: Observed clean dishes on a dirty rack.

CORRECTIVE ACTION(S): All food contact surfaces shall be clean and free of dust and debris

5-403.12 - Other Liquid Wastes and Rainwater

This is a core item

OBSERVATION: Observed ice accumulation in the Haier deep freezer

CORRECTIVE ACTION(S): Condensate drainage and other nonsewage liquids and rainwater are NOT drained from point of discharge to disposal according to law

5-205.11(B) - Using a Handwashing Sink

This is a priority foundation item

OBSERVATION: Observed steel wool scrubber in the handwashing sink

CORRECTIVE ACTION(S): Handwashing sinks shall be used for handwashing purposes only

6-501.16 - Drying Mops

This is a core item

OBSERVATION: Observed mops sitting in the bucket

CORRECTIVE ACTION(S): All mops shall be hung to ensure they dry properly

4-101.11 - Multiuse Characteristics

This is a priority item

OBSERVATION: Observed cans being used for storage after opening them

CORRECTIVE ACTION(S): Non food grade materials shall not be used for food storage

4-601.11(A) - Equipment, Food-Contact Surfaces, NonfoodContact Surfaces, and Utensils

This is a priority foundation item

OBSERVATION: Observed vent hood near fryers with grease dripping onto food

CORRECTIVE ACTION(S): All vent hoods and equipment shall be clean and free of dust and debris

5-403.12 - Other Liquid Wastes and Rainwater

This is a core item

OBSERVATION: Observed standing water in the small room off to the side of the kitchen

CORRECTIVE ACTION(S): Condensate drainage and other nonsewage liquids and rainwater are NOT drained from point of discharge to disposal according to law

6-202.11(A) - Light Bulbs, Protective Shielding

This is a core item

OBSERVATION: Observed standing lamp with no shade in the kitchen where food is prepared

CORRECTIVE ACTION(S): All lights shall be adequately shielded

4-501.114 - Manual and Mechanical Warewashing Equipment, Chemical Sanitization Temperature, pH, Concentration, and Hardness

This is a priority item

OBSERVATION: Observed dish machine sanitizer reading at 0PPM

CORRECTIVE ACTION(S): Warewashing equipment shall have sufficient sanitizer

Comments

Co-inspection with Seth Wiebusch and Aryanna Brock. This establishment is still out of essential compliance due to the observed violations not being corrected. A re-inspection is required and will be scheduled for July 25, 2023 . Routine inspections are not scheduled but are generally conducted four times per year. There are many lights out throughout the facility. If all the lights are not fixed six months from today's date, re-inspection fees pertaining to repeated violations with the lights will start to occur. If you have any questions please contact the Cass County Health Department at 816-673-4921 or email kaylap@casscounty.com

Disclaimer

Facility management is responsible at all times for ensuring that the facility operates in compliance of the codes and statutes, as adopted by the County of Cass and/or the State of Missouri.

A re-inspection to assess your correction of these violations will be conducted on, or about, 07/25/2023

Inspection Outcome

Out of Essential Compliance

Person in Charge

Environmental Health Specialist



Selly Wng

Manager

Kayla Patterson
EPHS#



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: November 13, 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 type="checkbox"/> Agreement	<input type="checkbox"/> Discussion	<input type="checkbox"/> Other	

TITLE / ISSUE / REQUEST

Bill 3856: Raymore Galleria 3rd 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
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STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission: Planning and Zoning Commission
Date: October 17, 2023
Action/Vote: Approval, 9-0

LIST OF REFERENCE DOCUMENTS ATTACHED

Staff Report
Final Plat Drawing

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

Thompson Thrift, developer of The Depot at Raymore apartment community, is requesting approval of the Raymore Galleria 3rd final plat, containing approximately 20.67 acres. The request includes the dedication of an access easement for the public trailhead being constructed as part of the project.

BILL 3856

ORDINANCE

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, APPROVING THE RAYMORE GALLERIA 3RD FINAL PLAT, A SUBDIVISION OF LAND LOCATED PARTLY IN SECTION 17 AND SECTION 18, TOWNSHIP 46N, RANGE 32W, ALL IN 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 Raymore Galleria 3rd Final Plat is hereby approved for the tract of land described below:

A Tract of land being all of RAYMORE GALLERIA – SECOND PLAT, a subdivision of land recorded on July 13, 2005 in Book 19, Page 48, and a part of Sections 17 and 18, both in Township 48 North, Range 32 West of the Fifth Principal Meridian, in The City of Raymore, Cass County, Missouri, said Tract being more particularly described by Brent E. Thompson, PLS - 2006000161, with BHC, MO CLS 2006009875-F, by metes and bounds as follows:

(Note: For course orientation the bearings in this description are based on the West line of FOXHAVEN 8TH PLAT, a subdivision of land recorded on April 8, 1996 in Book 13, Page 69 having a bearing of South 03° 03' 18" West, as referenced to the Missouri State Plane Coordinate System, West Zone, NAD83.)

BEGINNING at the Southeast corner of Tract B, RAYMORE GALLERIA – FIRST PLAT, a subdivision of land recorded on July 13, 2005 in Book 19, Page 47, monumented by a found 1/2-inch reinforcing rod with cap stamped "MO CLS 2006009875-F";

Thence South 03° 03' 18" West, 685.51 feet, along the Westerly line of FOXHAVEN 2ND PLAT and the Westerly line of FOXHAVEN 8TH PLAT, to a point monumented by a found 1/2-inch reinforcing rod;

Thence North 86° 59' 02" West, 1307.78 feet, to the Southwest corner of RAYMORE GALLERIA – SECOND PLAT, said point also being on the East Right-of-Way line of Dean Avenue as now established, monumented by a found 1/2-inch reinforcing rod;

Thence North 25° 09' 41" West, 6.68 feet, on said East Right-of-Way line, to the beginning of a tangent curve concave to the East, having a radius of 660.00 feet, monumented by a found 1/2-inch reinforcing rod with cap stamped "MO CLS 2006009875-F";

Thence Northwesterly, continuing on said East Right-of-Way line and on said curve to the right, having a chord bearing of North 10° 49' 44" West and a chord distance of 326.77 feet, an arc length of 330.20 feet, to a point monumented by a found 1/2-inch reinforcing rod with cap stamped "MO CLS 2006009875-F";

Thence North 03° 30' 14" East, 94.04 feet, continuing on said East Right-of-Way line, to the Northwest corner of RAYMORE GALLERIA – SECOND PLAT, monumented by a found 1/2-inch reinforcing rod with cap stamped "MO CLS 2006009875-F";

Thence North 03° 29' 45" East, 253.81 feet, continuing on said East Right-of-Way line, to the Southwest corner of REPLAT OF 6-A, 6-B, 6-C AND TRACT D OF THE REPLAT OF LOT 6 – RAYMORE GALLERIA FIRST PLAT AND A PART OF THE RAYMORE GALLERIA REAR GROUND, a subdivision of land recorded on December 17, 2012 in Book 21, Page 81, said point monumented by a found chiseled "+" cut into concrete;

Thence South 87° 30' 13" East, along the Southerly line of said REPLAT OF 6-A, 6-B, 6-C AND TRACT D OF THE REPLAT OF LOT 6 – RAYMORE GALLERIA FIRST PLAT AND A PART OF THE RAYMORE GALLERIA REAR GROUND, 426.95 feet, to a found 1/2-inch reinforcing rod with cap stamped "MO CLS 2006009875-F";

Thence South 42° 29' 23" East, continuing along said Southerly line, 35.49 feet, to a found 1/2-inch reinforcing rod with cap stamped "MO CLS 2006009875-F";

Thence South 73° 41' 52" East, continuing along said Southerly line, 104.62 feet, to a found 1/2-inch reinforcing rod with cap stamped "MO CLS 2006009875-F";

Thence South 87° 29' 33" East, continuing along said Southerly line, 554.77 feet, to the Southeast corner of said REPLAT OF 6-A, 6-B, 6-C AND TRACT D OF THE REPLAT OF LOT 6 – RAYMORE GALLERIA FIRST PLAT AND A PART OF THE RAYMORE GALLERIA REAR GROUND, said point monumented by a found 1/2-inch reinforcing rod;

Thence North 02° 30' 35" East, along the Easterly line of said REPLAT OF 6-A, 6-B, 6-C AND TRACT D OF THE REPLAT OF LOT 6 – RAYMORE GALLERIA FIRST PLAT AND A PART OF THE RAYMORE GALLERIA REAR GROUND, 52.12 feet, to the Southwest corner of said Tract B, RAYMORE GALLERIA – FIRST PLAT, said point monumented by a found 1/2-inch reinforcing rod with cap stamped "MO CLS 2006009875-F";

Thence South 87° 30' 03" East, along the Southerly line of said Tract B, 278.34 feet, to the POINT OF BEGINNING, said Tract containing 900,681 square feet or 20.6768 acres.

Section 3. Traffic Control Signage. The following stop signs shall be established within the City of Raymore:

- The northeast corner of the private access drive entry and Dean Avenue
- The northeast corner of the trailhead access drive and Dean Avenue

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 13TH DAY OF NOVEMBER, 2023.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 27TH DAY OF NOVEMBER, 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: City Council
From: Planning and Zoning Commission
Date: November 13, 2023
Re: Case # 23038 - Raymore Galleria 3rd Plat - Final Plat

GENERAL INFORMATION

Applicant: Thompson Thrift Development LLC.
901 Wabash Ave. Suite 300
Terre Haute, IN 47807

Property Owner: City of Raymore
100 Municipal Cir.
Raymore, MO 64083

Requested Action: Final Plat Approval, Raymore Galleria 3rd Plat

Property Location: east of Dean Ave. and north of Johnston Dr.



Site Photographs:



View looking southwest from Sam's Club



View looking south from Sam's Club



View looking east from Hickory Leaf Ln.



View looking northeast from Dean Ave.

Existing Zoning: “R-3B” Apartment Community Residential District

Existing Surrounding Zoning: **North:** “C-3” Regional Commercial District
“C-3P” Regional Commercial Planned District
South: “R-1P” Single Family Residential Planned District
East: “R-1” Single-Family Residential District
West: “R-3AP” Multiple-Family Residential Planned District
“PUD” Planned Unit Development

Existing Surrounding Uses: **North:** Big Box Retail
South: Undeveloped
East: Residential Subdivision
West: Townhomes and an Apartment Complex with Commercial retail space

Total Tract Size: 20.6768 Acres

Total Number of Lots: 1 Lot and 1 Tract

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

Major Street Plan: The Major Thoroughfare Plan Map classifies Dean Avenue as a Minor arterial road and Johnston Dr. as Minor Collector.

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 is requesting final plat approval for Raymore Galleria 3rd Plat - Final Plat.

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

PREVIOUS ACTIONS ON OR NEAR THE PROPERTY

1. The subject property was rezoned from “A” Agriculture to “C-3” Regional Commercial District on March 27, 2005. The rezoning included property up to Highway 58 including Lowes, Steak N Shake, Golden Corral, and Big O Tires.

2. The property to the south was rezoned from “A” Agriculture to “R-1P” Single Family Residential Planned District on February 8, 2004 as part of the Timber Trails development.
3. On August 23, 2021 City Council approved the rezoning of the property from “C-3” Regional Commercial District to “R-3B” Apartment Community Residential District.
4. On November 22, 2021 City Council voted to approve a correction of the legal description that was included in the Bill that reclassified the zoning of the subject property to R-3B. Tract A and Lot 8 in the southwest corner of the Watermark development were inadvertently omitted from the legal description contained in the Bill.
5. The Site Plan for Watermark (The Depot) was reviewed and approved by the Planning and Zoning Commission on December 7, 2021.
6. The City Council voted to approve the vacation of a sanitary sewer easement on the subject property August 22, 2022.
7. On July 24, 2023 the City Council voted to approve the Timber Trail Mixed Use development (west of the subject property) Preliminary Development Plan as well as the rezoning of the property from “R-3AP” Multiple-Family Residential Planned District to “PUD” Planned Unit Development.

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 bulk and dimensional standards for the subject property are listed below:

R-3B	
Minimum Lot Area	
per lot	12,000 sq.ft.
per dwelling unit	2,000 sq.ft.
Minimum Lot Width (ft.)	90
Minimum Lot Depth (ft.)	120
Yards, Minimum (ft.)	
Front	30
rear	30
side	10
Maximum Building Height (feet)	50
Maximum Building Coverage (%)	40

2. As part of the approved site plan a 13-stall parking lot (includes 2 ADA compliant spaces) was required to be installed by the applicant in the southwest corner of the site. A sidewalk connecting the parking lot to the existing sidewalk along Dean Avenue will be installed by the applicant. The sidewalk provides connectivity to the existing City trail on the southeast corner of Dean Avenue and Johnston Drive. Therefore, a public access easement was required as part of the final plat. This park trail head will be maintained by the developer.
3. The internal roadways of the site are considered private and therefore are required to be maintained by the applicant/property owner.

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 final plat is substantially the same as the approved site plan. Roadway alignment and lot configuration generally remain the same

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 final plat complies with the conditions that were attached to the approval of the preliminary development plan and rezoning.

REVIEW OF INFORMATION AND SCHEDULE

<u>Action</u>	<u>Planning Commission</u>	<u>City Council 1st</u>	<u>City Council 2nd</u>
Review	October 17, 2023	November 13, 2023	November 27, 2023

STAFF RECOMMENDATION

Staff recommends that the Planning and Zoning Commission accept the staff proposed findings of fact and forward Case #23038 Raymore Galleria 3rd Plat - Final Plat; to the City Council with a recommendation of approval.

PLANNING COMMISSION RECOMMENDATION 10/17/2023

At its October 17, 2023 meeting, the Planning and Zoning Commission voted 9-0 to accept the staff proposed findings of fact and forwards Case # 23038 Raymore Galleria 3rd Plat - Final Plat to the City Council with a recommendation of approval.



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: November 13, 2023

SUBMITTED BY: Jim Wilson

DEPARTMENT: Police

<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 3838: Animal Control Facility Services Intergovernmental Agreement

STRATEGIC PLAN GOAL/STRATEGY

2.1 Set the standard for a safe and secure community

FINANCIAL IMPACT

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

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
November 27, 2023	November 27, 2024

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

Agreement

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

Previously, the City of Raymore had provided certain animal control services to the City of Peculiar at a flat, annual rate. Peculiar notified Raymore that they would be ending the contract as they would not be providing animal control services except for emergency situations, charged at a per animal per day rate.

The contract between the City of Raymore and City of Peculiar outlines the services provided by the Raymore Animal Control in partnership with the Peculiar Police Department.

BILL 3838

ORDINANCE

“AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF RAYMORE, MISSOURI, TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF PECULIAR FOR ANIMAL CONTROL FACILITY SERVICES.”

WHEREAS, the City of Peculiar recently approached the City of Raymore requesting the use of the Raymore Animal Control Facility; and,

WHEREAS, the Raymore Animal Control Facility currently has the capacity to provide said services.

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

Section 1. The Agreement is hereby approved and the authorized representative of the City is hereby directed to enter into the Agreement with the City of Peculiar, attached as Exhibit A.

Section 2. The Mayor shall be the authorized representative of the City herein for all instruments identified in Section 4.4(e) of the Charter.

Section 3. The Mayor is authorized to execute the Agreement for and on behalf of the City of Raymore and direct the City Manager to take the necessary steps under the Agreement to implement its terms.

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 13TH DAY OF NOVEMBER, 2023.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 27TH DAY OF NOVEMBER, 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

Animal Control Kenneling Agreement

City of Raymore, Missouri
City of Peculiar Missouri

This Animal Control Kenneling Agreement (“Agreement”) made and entered into this 23rd day of October, 2023, by and between the City of Raymore, Missouri (“Raymore”), a municipal corporation of the State of Missouri, and the City Peculiar (“Peculiar”), a municipal corporation of the State of Missouri. Raymore and Peculiar are sometimes collectively referred to herein as the “Parties”.

WITNESSETH:

WHEREAS, Raymore currently operates the Raymore Animal Control Unit (“ACU”) and owns the Raymore Animal Facility (“facility”); and

WHEREAS, Peculiar does not have an animal control division, or own or operate a facility for kenneling and sheltering services; and

WHEREAS, Raymore and Peculiar desire to enter into this Agreement by which Raymore will provide kenneling services for animals detained within the corporate city limits of Peculiar.

FOR AND IN CONSIDERATION OF THE COVENANTS SET FORTH HEREIN, IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. Subject to exceptions provided herein and availability of space, Raymore shall provide kenneling services (“Kenneling Services”) upon request by Peculiar for Eligible Animals (defined infra.) pursuant to and during the terms of this Agreement in accordance with the Raymore Animal Control Operational Guidelines (“Guidelines”) as may be amended from time to time.
2. Other Space. In the event Peculiar needs additional space than what is available at the Shelter, Peculiar shall be responsible for acquiring such additional space for its Eligible Animals. Should an emergency present itself while Raymore is providing Services to Eligible Animals, in the sole discretion of the ACU Commanding Officer, said ACU Commanding Officer shall be authorized to arrange for return of the Eligible Animals to Peculiar. If Peculiar fails to retrieve the Eligible Animals from Raymore within 24 hours of receiving Notice, Raymore shall continue to apply its daily Charges for Kenneling Services, and may deem such failure to retrieve the Eligible Animals as a breach of this Agreement and terminate this Agreement with cause.
3. Scope of Agreement. The only services provided under this Agreement relate to Kenneling Services to include: acceptance of detained Eligible Animals from representatives of the Peculiar Police Department; arranging for veterinary care services as may be reasonably

necessary for the Eligible Animals during the time that they are under the supervision and control of the ACU; check in and discharge document administration (if any); and care and feeding of each Eligible Animal during each day that it is under the control of Raymore; Raymore ACU will provide related Services as described in the Guidelines or as otherwise provided for by this Agreement.

4. Excluded Services. The Raymore ACU shall not be required to provide, and is specifically excluded under the terms of this Agreement from providing, any other animal control services, which shall specifically include but not be limited to the following:

- A. Trapping or capture of feral animals or wildlife within the corporate city limits of Peculiar,
- B. Enforcing ordinance violations within the corporate city limits of Peculiar including issuance of citations for violation of the Peculiar Code,
- C. Pickup and disposal of deceased animals within the corporate city limits of Peculiar,
- D. Sheltering of animals for rabies quarantine holds,
- E. Sheltering of animals that are voluntarily relinquished by their owners (if residents of Peculiar), and
- F. Such other animal control services that may be deemed by the ACU to be outside and beyond the scope of agreement identified in Section 2(B) above.

5. Eligible Animals. As used in this Agreement, Eligible Animals shall be defined as those animals that are caught and/or detained within the corporate city limits of Peculiar and transferred to the custody of a Raymore Animal Control Officer (“ACO”). Raymore will only provide kenneling services to those types of animals, which it accepts at its facility, pursuant to its Guidelines and any applicable Raymore ordinances. The Parties recognize that Raymore reserves the right to amend said Guidelines at its sole discretion and reserves the right to refuse Kenneling Service on a case-by-case basis as determined by the ACU Commanding Officer.

6. Animal Control Services.

A. Animal Control Officers. Raymore and the assigned ACOs shall have the status of an independent contractor/vendor of the City of Peculiar, for purposes of this Agreement. The ACOs assigned to service this Agreement in Peculiar shall be:

(i) Employees of Raymore, and shall be subject to its control and supervision;
and

(ii) Subject to current procedures and command authority in effect for Raymore and the Raymore Police Department, including attendance requirements at all mandated training and testing to maintain state certification.

B. Authorized Representative. Peculiar shall appoint one or more employees (“Authorized Representative(s)”) who shall have the authority to discuss the Kenneling Services of Eligible Animals with their identified owner(s) and to authorize their release by the Raymore ACU. Raymore will not release any Eligible Animals to its owner(s) without the express written authority of the Authorized Representative(s) of Peculiar. Peculiar shall hold Raymore, the ACU, and the ACO, harmless and shall defend Raymore, the ACU, and the ACO, from any claim or demand by the owner(s) of any Eligible Animals for failure to release the Eligible Animals, without the prior written authorization of the Authorized Representative(s) pursuant to Section 11 of this Agreement.

C. Applicable Standards. Raymore shall be deemed to have assumed possession of any Eligible Animal from Peculiar as soon as actual physical control of the Eligible Animal has been transferred to the Raymore ACO. Upon acquiring possession by Raymore, it shall be subject to the Guidelines and all applicable Raymore ordinances. Prior to acceptance of possession by Raymore, any Eligible Animal shall be deemed to be the responsibility of Peculiar.

7. Term and Termination.

A. Term. The term of this Agreement shall be for one (1) year commencing upon the date that it is executed by both the Mayor of Raymore and the Mayor of Peculiar after approval of the same by their respective Governing Bodies.

B. Extensions. This Agreement may be extended for successive one (1) year terms unless either Party gives ninety (90) days prior written Notice as provided for herein stating that this Agreement will not be renewed. The day after the anniversary of the execution of this Agreement shall be identified herein as the “Renewal Date”.

C. Termination Without Cause. This Agreement may be terminated at any time by either Party “without cause” and at will by the terminating Party providing ninety (90) day prior written Notice as provided for herein to the non-terminating Party.

D. Termination With Cause. This Agreement may be terminated at any time by either Party “with cause” for the breach of any one or more of the terms set forth herein. Written Notice of termination “with cause” shall be provided by a terminating Party to the

non-terminating Party. Such Notice shall include the basis for the termination, the date upon which any breach of this Agreement occurred which prompted the “with cause” termination, the manner in which said breach can be cured within fifteen (15) business days of the Notice being delivered and the effective date of termination should such breach not be adequately cured to the satisfaction of the terminating Party.

E. Amounts Due. Any outstanding sums due Raymore for Sheltering Services shall be paid and brought current within thirty (30) days immediately following termination either with or without cause.

8. Fees and Billing.

A. Charges, Costs and Monthly Invoicing. Peculiar agrees to pay to Raymore the sum of Fifty and 00/100 Dollars (\$50.00) per day for each Eligible Animal that Kenneling Services (“Charges”) are provided to by Raymore pursuant to this Agreement. The per day Charges shall be applied if an Eligible Animal is within the control of the Raymore ACO anytime prior to 5:00 p.m., or after 8:00 a.m. The per day Charges, and any Additional Charges incurred pursuant to Section 8(B) below, shall be billed by Raymore to Peculiar on a monthly basis.

B. Additional Charges. In addition to the Charges, Peculiar agrees to pay the additional charges (“Additional Charges”) as accrued and billed by Raymore on the Monthly Invoices (defined infra.) for Veterinary care and costs, medications and special dietary needs incurred by Raymore on any Eligible Animal while under the possession and control of Raymore. Raymore will defer to the medical recommendation of the treating veterinarian for reasonable treatment within any cap established per Eligible Animal by the Guidelines, or by written agreement between the parties, including the right to euthanize said Eligible Animal.

C. Billing Period and Process. The billing period for the Charges and any Additional Charges shall be from the 1st of each month through the last day of each month. Raymore shall mail an invoice to Peculiar for all fees (Charges and Additional Charges) generated in the immediately preceding month, which invoice will be due thirty (30) days after the invoice date. The invoice shall list the following information:

- (i) Any prior balance due,
- (ii) The Charges for each Eligible Animal per day,

(iii) Itemization of the Additional Charges, including details on the identification of the Eligible Animal by species and sex, an itemized list of all applicable Additional Charges.

At no time will Raymore be responsible for the collection of any fees associated with the Kenneling Services of Eligible Animals. Raymore will release Eligible Animals receiving kenneling "Services" to an owner only upon presentation of a receipt of payment from the Authorized Representative.

If a balance at year end is due to Raymore by Peculiar, that unpaid balance shall be paid and brought current within thirty (30) days of written Notice of the same. If the balance due at year end is not paid and brought current within thirty (30) days, then additional Kenneling Services may be suspended and Raymore may refuse to take any further Eligible Animals until such time as the balance is paid in full and may hold Peculiar in breach of this Agreement for termination with cause.

The Charges shall be subject to change annually effective upon the Renewal Date of this Agreement. Raymore shall provide written Notice to Peculiar of any proposed change in the Charges no less than ninety (90) days prior to the Renewal Date. Such change in the Charges shall become effective upon the Renewal Date unless Peculiar makes written objection to the same no less than thirty (30) days prior to the annual Renewal Date. If Peculiar objects to the change in the Charges, and the Parties are unable to resolve the dispute, this Agreement shall be terminated "for cause" according to the provisions provided in Section 7D above.

9. Records, Access & Monitoring.

A. The Authorized Representative of Peculiar shall have access to the "Facility", any allocated space and records pertaining to the Kenneling Services provided under this Agreement ("Peculiar Records") during normal working hours. For the purposes of administration, normal working hours shall be defined herein as Monday through Friday 8:00 a.m. to 5:00 p.m., not to include Raymore recognized holidays).

B. The Peculiar Records shall be available at the "Facility" for monitoring purposes. Peculiar will be responsible for maintaining any and all animal control records according to State Standard policy.

C. Raymore agrees to create a Peculiar Record for the Authorized Representative of Peculiar for each Eligible Animal that Raymore provides Kenneling Services to under this Agreement. The Peculiar Records shall include the following:

- (i) The name of the Peculiar officer requesting Kenneling Services,
- (ii) The complaint number (if applicable),
- (iii) The species and sex of each Eligible Animal,
- (iv) The intake date of each Eligible Animal,
- (v) The outcome date for each Eligible Animal,
- (vi) The total days Kenneling Services have been provided for each Eligible Animal pursuant to this Agreement,
- (vii) The outcome disposition for each Eligible Animal, and
- (viii) The itemized list of all Additional Charges.

10. Permit Requirements. Raymore shall maintain a current Missouri Department of Agriculture permit for the retrieval of animals and either an impoundment facility or a shelter facility and operate within any state statutory requirements and guidelines.

11. Indemnification. In the performance of the Kenneling Services provided for under this Agreement, Raymore shall be liable only for the gross negligence, willful misconduct or bad faith of Raymore, its officers, agents, employees, ACOs, the ACU or their authorized representatives. To the extent permitted by law, Peculiar agrees to indemnify Raymore and save it harmless against any and all claims and liabilities, including, judgments, costs and reasonable attorney fees, for anything done or omitted by Raymore in the execution of this Agreement, including but not limited to:

A. Claims of inadequate or improper veterinary treatment, care or Kenneling Services provided to any Eligible Animal; and

B. Wrongful disposition of any Eligible Animal when such Eligible Animal was disposed of pursuant to the written directive of the Authorized Representative(s) of Peculiar or the adopted procedures or Guidelines of Raymore, either by adoption, euthanasia, or other means whatsoever.

12. Breach/Damages/Attorney Fees. If either Party (the "Defaulting Party") breaches any provision of this Agreement, which causes damage to the other Party (the "Non-defaulting Party"), the Non-defaulting Party may provide Notice to the Defaulting Party in writing and request it to rectify and correct such breach; if the Defaulting Party fails to take any action satisfactory to the Non-defaulting Party to rectify and correct such breach within fifteen (15)

business days, upon the issuance of the written Notice by the Non-defaulting Party, the Non-defaulting Party may take the actions pursuant to this Agreement including termination of this Agreement with cause, initiation of a legal action in the Circuit Court of Cass County, Missouri for specific performance and/or payment, or pursue any other remedies in accordance with the laws of the State of Missouri. In the event that any suit or action is instituted under or in relation to this Agreement including without limitation to enforce any provision of this Agreement, the prevailing Party in such dispute shall be entitled to recover from the losing Party all reasonable fees, costs and expenses of enforcing any right of such prevailing party under or with respect to this Agreement including without limitation, such reasonable fees and expenses of attorneys, expert witnesses, and veterinarians, which shall include, without limitation, all fees, costs and expenses of appeals.

13. ACU Designation and Authorized Representative Designation.

- A. The ACU Representative: Chief of Police
Raymore Police Department
100 Municipal Circle
Raymore, MO 64083
- B. The Authorized Representative: Chief of Police
Peculiar Police Department
224 N. Main Street
Peculiar, MO 64078

14. Return Procedure. Any impounded Eligible Animal shall be returned to the owner upon presentation of a signed Receipt and Release from the Authorized Representative of Peculiar presented to the ACU confirming payment of any fines, penalties or fees required. Any Eligible Animal that is adopted pursuant to the adopted policies, procedures and guidelines of Peculiar shall be released to the new adoptive owners only upon presentation of a signed Adoption form from the Authorized Representative of Peculiar presented to the ACU confirming payment of any fines, penalties, or adoption charges. Any Eligible Animal under the control and custody of Raymore pursuant to this Agreement shall become the property of Peculiar and available for adoption pursuant its adopted policies, procedures and/or guidelines after five (5) days of consecutive Kenneling Services. Any Eligible Animal which has become the property of Peculiar under the terms of this Section but not adopted pursuant to the policies, procedures and/or guidelines of Peculiar after five (5) additional days shall be deemed abandoned by Peculiar, and the property of Raymore, subject to adoption pursuant to its adopted policies, procedures, and/or guidelines. Abandonment of any Eligible Animal by Peculiar shall be deemed a breach of this Agreement and subject to termination with cause. Until such Eligible Animal is adopted out or otherwise disposed of by Raymore pursuant to its policies and

procedures, Peculiar shall remain liable for any associated daily Charges and Additional Charges.

15. General Conditions and Requirements.

A. Entire Agreement. This Agreement embodies the entire agreement between the Parties. There are no promises, terms, conditions or obligations other than those contained herein; and this Agreement supersedes all previous communications, representations or agreements, either verbal or written between the Parties.

B. Modification/Governing Law. This Agreement may not be modified, amended or changed except by an agreement in writing, signed by the Mayors of both Peculiar and Raymore, following the approval of their respective governing bodies.

C. Governing Law/Venue. This Agreement may be enforced and shall be governed by, and construed in accordance with, the internal law of the State of Missouri including but not limited to Section 340.288 of the Revised Statutes of Missouri, regarding ownership of abandoned animals. Proper venue for any action to enforce this Agreement shall be the Circuit Court of Cass County, Missouri at Harrisonville.

D. Non-assignment. This Agreement and the rights, benefits, liabilities and obligations contained in it cannot be assigned, sold, conveyed or pledged in whole or in part, to any person or entity that is not a Party to this Agreement without the express written authorization of all the Parties, and any assignment by a Party to another third-person or party will not negate the liability of the assigning Party to the third-person or other Parties unless expressly authorized in writing by all the Parties.

E. Binding Agreement. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and permitted assigns or designees as provided by law.

F. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement, and all of which, when taken together, will be deemed to constitute one and the same agreement.

G. Execution by Facsimile/Electronic Transmission. If a Party signs this Agreement and transmits a facsimile or electronic transmission of the signature page to the other Party, the Party who receives the transmission may rely upon the facsimile or electronic transmission as a signed original of this Agreement.

H. Notices. Any notices, correspondence or materials required by this Agreement shall be delivered to the Parties at the addresses provided as follows:

If to Raymore: Jim Feuerborn
City Manager
100 Municipal Circle
Raymore, MO 64083

With a copy to: Jonathan S. Zerr
City Attorney
KAPKE & WILLERTH
3304 NE Ralph Powell Road
Lee's Summit, MO 64064

If to Peculiar: Carl Brooks
Interim City Administrator
250 S. Main Street
Peculiar, MO 64078

With a copy to: Joseph G. Lauber
City Attorney
LAUBER MUNICIPAL LAW, LLC
250 NE Tudor Road
Lee's Summit, MO 64086

All notices, requests, demands and other communications hereunder (a "Notice") shall be deemed to have been duly given if the same shall be in writing and shall be delivered by a nationally recognized overnight delivery service, with cost borne by the sender (marked by the sender for next business day delivery), hand-delivered by the ACU or Authorized Representative to all parties who are to receive Notice, or sent by certified United States mail, return receipt requested, postage pre-paid, and addressed as set forth above. Notices given by a nationally recognized overnight delivery service shall be deemed given the next business day after deposit with such delivery service in accordance with the requirements hereof, Notices given by certified mail shall be deemed given the third (3rd) business day after deposit with the United States Postal Service in accordance with the requirements hereof, Notices delivered via hand-delivery by the ACU or Authorized Representative to all parties who are to receive Notice shall be deemed delivered on the date of such hand-delivery.

I. Delay Not a Waiver. Neither the failure of, nor delay by, any Party to exercise any right, power or privilege under this Agreement shall operate as a waiver thereof, nor shall

any single or partial exercise of any such right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

J. Cure. Prior to filing any pleading or instituting any legal actions related to a breach of this Agreement, a Party whose rights, powers, privileges or interests have been harmed by said breach, shall provide the breaching Party with written notice of the breach, the manner in which the breach may be cured, and fifteen (15) business days in which to cure the breach, before filing the threatened pleading or instituting the contemplated legal action.

K. Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been included.

L. Construction of Agreement. No inference in favor of, or against any Party shall be drawn from the fact that counsel for such Party has drafted any portion of this Agreement, each Party having the right to be represented by counsel of that Party's choosing in the negotiation of the terms and conditions of this Agreement.

M. Headings. The headings in this Agreement are for convenience of reference only and shall be given no effect in the interpretation of this Agreement.

N. Cooperation. Each Party agrees to cooperate (including the execution of any additional documents) necessary to effectuate the terms of this Agreement. The Parties also agree to refrain from unnecessarily prejudicing the position or hindering the ability of any Party to complete their requirements, conditions and obligations under this Agreement.

O. Prohibition of Indirect Action. Any act that the Parties are prohibited from doing directly shall not be done indirectly through an affiliate or by any other indirect means.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

CITY OF PECULIAR, MISSOURI
A Municipal Corporation



Doug Stark, Mayor

CITY OF RAYMORE, MISSOURI
A Municipal Corporation

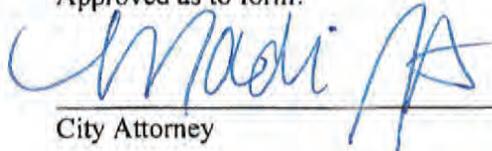
Kristopher P. Turnbow, Mayor

ATTEST:



Deputy City Clerk

Approved as to form:



City Attorney

ATTEST:

City Clerk

Approved as to form:

City Attorney



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: November 13, 2023

SUBMITTED BY: Jim Wilson

DEPARTMENT: Police

<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 3861: Intergovernmental Agreement with Cass County Sheriff for Jail Services

STRATEGIC PLAN GOAL/STRATEGY

2.1 Set the standard for a safe and secure community

FINANCIAL IMPACT

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

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
November 27, 2023	November 27, 2024

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

Agreement

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

The Cass County Sheriff's Office has requested that the City of Raymore Police Department enter into an updated jail agreement. The last jail agreement went into effect in 2012. The cost will increase from \$65.00 to \$75.00 per inmate per day for a agreement period of November 27, 2023 to November 27, 2024. We have received no increase in cost since 2012.

While it is infrequently used, the City of Raymore has a successful history of utilizing the Cass County Sheriff's Office jail.

BILL 3861

ORDINANCE

"AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF RAYMORE, MISSOURI, TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE CASS COUNTY SHERIFF'S OFFICE REGARDING JAIL SERVICES."

WHEREAS, citing increased costs of operating, the Cass County Sheriff's office is requesting that municipalities that send a particular classification of arrestee to the County's jail agree to pay a certain amount per day to house arrestees; and,

WHEREAS, while it is rare for the City to send said category of arrestees to the Cass County jail, it is necessary for detention flexibility.

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

Section 1. The Agreement is hereby approved and the authorized representative of the City is hereby directed to enter into the Agreement with the Cass County Sheriff's Office, attached as Exhibit A.

Section 2. The Mayor shall be the authorized representative of the City herein for all instruments identified in Section 4.4(e) of the Charter.

Section 3. The Mayor is authorized to execute the Agreement for and on behalf of the City of Raymore and direct the City Manager to take the necessary steps under the Agreement to implement its terms.

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 13TH DAY OF NOVEMBER, 2023.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 27TH DAY OF NOVEMBER, 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

JAIL SERVICES MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is entered into as of the _____ day of _____, 2023 (the “Effective Date”), by and between Cass County, Missouri, (the “County”) and the City of _____, Missouri, a municipal corporation (the “City”), collectively referred to herein as the “parties.”

In consideration of the promises and mutual covenants between the parties and for other good and valuable consideration the receipt of which is acknowledged by the parties, they agree as follows:

1. TERM.

The term of this MOU shall begin on _____ and continue until terminated as provided herein.

2. SCOPE.

The City and the County desire to enter into an MOU for the purpose of establishing an agreement by which the County will house City Inmates in the County’s jail under those situations to which Section 221.040, RSMo and Section 479.180, RSMo do not apply. It is intended that this MOU will only address the circumstance in which the Sheriff’s Office is holding an arrestee on charges of violating a municipal ordinance (prior to court order committing him to jail because of a finding or plea of guilty). If such statutory Sections become applicable at a later date (e.g., upon receipt of a judicial warrant of commitment), this MOU shall cease to apply and state statutes shall govern from such date forward. However, all obligations incurred by the City prior to the time that such Sections become applicable shall still be due and owing to the County. This MOU shall be binding upon the parties.

3. HOUSING & TRANSPORTATION.

- A. The County shall provide intake, housing, food, property management, and similar basic need services for City Inmates. “Inmate” means any person in the custodial care of the City either pursuant to judicial order or who has been charged and is awaiting resolution of judicial proceedings. The City shall present for intake only those Inmates fit for confinement pursuant to Section 221.040, RSMo. The County will not take control of an Inmate until the City has provided copies of the Inmate’s records pertaining to his custody by the City, including copies of any municipal court orders regarding the Inmate’s incarceration and release date, or an arrest report containing sufficient information for booking purposes. Upon intake of an Inmate, the County shall not be required to accept personal property of an Inmate in excess of one brown “grocery bag,” although nothing herein shall prevent an Inmate, once taken in, from obtaining food and bedding in accordance with Section 221.060, RSMo. Upon demand by the City, the County will surrender the custody of Inmate to the City.

- B. Notwithstanding anything herein to the contrary, the County shall have the right to refuse to accept or keep any Inmate who, in the Sheriff's judgment, i) has a current illness or injury that may adversely affect the operations of the County's jail, ii) has a history of serious medical problems, iii) presents a substantial injury or health risk to himself or other persons (e.g., other inmates or staff), or iv) cannot be housed at the County's jail because the Sheriff deems the County's jail insufficient (because of the potential for over-crowding or otherwise). The City agrees to transport from the County's Jail, within twenty-four (24) hours after receiving notice from the County, any Inmate that the County refuses to keep pursuant to this section.
- C. The City shall be responsible for transporting and delivering its Inmates to the County for intake processing. The City shall also be responsible for all transportation pertaining to Inmates' court appearances and off-site program services.
- D. Prior to release of an Inmate or transfer of an Inmate to a different facility, the County shall conduct the inquiries and checks required by Section 221.510, RSMo, and perform all other actions as required by such Section.

4. MEDICAL SERVICES.

- A. Inmates from the City shall receive such basic medical and dental treatment as may be necessary to safeguard their health while housed in the County jail. The County shall provide or arrange for the provision of such basic medical and dental services, provided however, that the City shall pay directly or reimburse the County for all costs associated with the delivery of basic medical and dental treatment, including emergency medical services and medication.
- B. The County shall keep an adequate record of all such medical and dental services. The City may review such records in accordance with and subject to any applicable laws (e.g., HIPPA).
- C. Should medical or dental services require emergency hospitalization, the City shall pay or directly reimburse the County for all costs incurred in providing the same, provided however, that except in cases of an emergency, the City will be notified prior to the Inmate's transfer to a hospital and nothing herein shall preclude the City from retaking the Inmate.
- D. If it becomes necessary for County personnel to accompany a City Inmate to an off-site location for medical services (e.g., hospital, psychiatric facility, quarantine, etc.) or for any other reason, the County shall notify the City, at their dispatch number or other prior agreed upon contact number. The City shall respond to the off-site location, within one (1) hour of being so notified, the City shall arrive at the off-site location to relieve the County personnel and assume

custodial care of the Inmate. Furthermore, the City shall then be responsible for transporting the Inmate back to the County jail. The “one (1) hour rule” stated herein with regard to off-site accompaniment prevails over the “24 hour rule” stated in Section 3.B. The parties acknowledge that failure of the City to arrive at the off-site location within the required one (1) hour causes an undue hardship upon the County in that it presents scheduling and staffing uncertainties associated with having to remove County personnel from the County jail, and the uncertainty of when the City will in fact arrive so that the County knows how to address the scheduling and staffing uncertainty. It is therefore important that the City does in fact arrive within the required one (1) hour. If the City fails to arrive within the required one (1) hour, then the City shall pay the County \$250.00 per hour (or for any part of an hour) after the expiration of the required one (1) hour until such time as the City arrives at the off-site location and relieves the County personnel.

5. COMPENSATION AND BILLING.

- A. The City agrees to pay \$75.00 per day for each Inmate housed. This amount is subject to annual adjustment by the Cass County Sheriff, but only upon the Sheriff providing thirty (30) days written notice. A “day,” a twenty-four (24) hour period beginning at Midnight, includes any part of a day (and shall not be pro rated), and further includes the day of arrival and the day of departure.
- B. For those Inmates that are housed for four (4) hours or less, the City agrees to pay a \$40 fee for booking and processing. However, the \$75 charge (noted in Section 5.A, above) shall be waived in such case where this subsection applies.
- C. The County will bill the City on or before the 15th day of each month for all amounts due to the County under this MOU for the services rendered and costs incurred in the prior calendar month. Payment shall be due from the City by the 15th day of the following month. Any account balances not paid by the 15th day of the following month shall be subject to a service charge of 1% per month.

6. ESCAPES.

In the event any City Inmate escapes from the County’s custody, the County will use all reasonable means to recapture the Inmate. The County shall immediately report the escape to the City.

7. DEATHS.

The County shall immediately notify the City of the death of a City Inmate. The parties shall cooperate regarding the furnishing of information, conducting any necessary investigation, and disposition of the body. The City shall pay any costs the County may reasonably incur in disposing of the body.

11. WAIVER.

A waiver by any party of any breach of this MOU by any other party shall only be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other breach, any further breach, or to the same kind of breach on another occasion.

12. SEVERABILITY.

The invalidity, illegality, or unenforceability of any provision of this MOU or the occurrence of any event rendering any portion or provision of this MOU void shall in no way affect the validity or enforceability of any other portion or provision of this MOU. Any invalid, illegal, or unenforceable provision shall be deemed severed from this MOU, and the balance of this MOU shall be construed and enforced as if it did not contain the particular portion or provision held to be invalid, illegal, or unenforceable. The parties further agree to amend this MOU to replace any stricken provision with a valid, legal, and enforceable provision that comes as close as possible to the intent of the stricken provision. The provisions of this Section shall not prevent this entire MOU from being invalidated should a provision that is of the essence of this MOU be determined to be invalid, illegal, or unenforceable.

13. ENTIRE AGREEMENT; GOVERNING LAW.

This MOU constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and negotiations with respect thereto. This MOU may be amended only by a written instrument signed by all parties. This MOU shall be governed by the laws of the State of Missouri. In the event this MOU is litigated, venue shall be proper only in the Circuit Court of Cass County, Missouri.

14. NO THIRD PARTY RIGHTS.

The provisions of this MOU shall not be deemed to create any third party benefit hereunder for any member of the public or to authorize any one, not a party hereto, to maintain suit pursuant to the terms of this MOU.

15. GOOD FAITH EFFORTS AND COOPERATION.

The parties agree to use good faith efforts in a professional manner in the performance of their services and covenants in this MOU and to cooperate at all times and coordinate their activities as necessary during the term of this MOU.

16. AUTHORITY.

Each party represents to the other party that it has the power and authority to enter into this MOU and that the person(s) executing it on its behalf has the power to do so and to bind it to the terms of this MOU. The City represents that it has taken all action necessary or appropriate to authorize the City to execute, deliver, and perform this MOU, and to cause it to be binding upon the City. The County represents that it has taken all action necessary or appropriate to authorize it to execute, deliver, and perform this MOU, and to cause it to be binding upon the County.

17. TERMINATION.

This MOU may be terminated without cause by either party upon thirty (30) days written notice to the other party. In the event of termination, the City shall compensate the County for services rendered and costs incurred through the last day that the County houses a City Inmate.

IN WITNESS WHEREOF, the County and the City have executed this MOU as of the Effective Date.

Attest:

City Clerk

Approved as to form:

CITY OF _____, MISSOURI

By: _____

Title: _____

Attest:

County Clerk

Approved as to form:

County Attorney

CASS COUNTY, MISSOURI

By: _____

Cass County Presiding Commissioner

Cass County Sheriff



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: November 13, 2023

SUBMITTED BY: Mike Krass

DEPARTMENT: Public Works

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

TITLE / ISSUE / REQUEST

Bill 3854: HHW Agreement with MARC Solid Waste Management District

STRATEGIC PLAN GOAL/STRATEGY

2.2.3 Value and protect natural resources and green spaces

FINANCIAL IMPACT

Award To:	MARC
Amount of Request/Contract:	\$27,349.39
Amount Budgeted:	\$27,828.00
Funding Source/Account#:	GF Streets / 01-06-7320-0000

PROJECT TIMELINE

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

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

Agreement
MARC Letter of Invitation

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

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

Budget for this service is \$27,828.00 and this year's agreement is \$27,349.39. MARC calculates the annual fee for this service based on a per capita rate of \$1.13 multiplied by the 2022 Census' estimated population for our community (24,203).

BILL 3854

ORDINANCE

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

WHEREAS, this Agreement is entered into pursuant to RSMo 70.210; and,

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

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

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

Section 1. The Mayor, City Manager, and City Clerk are hereby authorized to execute an agreement (Exhibit A) with SWMD providing for the participation in the regional HHW program.

Section 2. Effective Date. The effective date of approval of this Ordinance shall be coincidental with the Mayor’s signature and attestation by the City Clerk.

Section 3. Severability. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

DULY READ THE FIRST TIME THIS 13TH DAY OF NOVEMBER, 2023.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 27TH DAY OF NOVEMBER, 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

2024

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

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

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

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

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

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

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

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

I *Definitions*

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

II *Effective Date*

Raymore, Missouri agrees to participate in the Regional HHW Collection Program for a one-year period beginning on **January 1, 2024**.

III *Termination*

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

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

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

IV *Duties of Participating Member*

A. *Fees.* **Raymore, Missouri** agrees to pay the sum of **\$27,349.39** to participate in the 2024 Regional HHW Collection Program for the period from January 1 to December 31. The program participation fee is based on a per capita rate of \$1.13 applied to 2022 Population Estimate figures as shown in Attachment One. At least one-half of this amount shall be paid within thirty (30) days upon receiving the district invoice. Payment of any remaining balance shall be paid within the following six months.

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

Annual Renewal. The agreement between the SWMD and the Participating Member will be subject to renewal each year. To assure community information is included in the printed promotional material, agreements will be due no later than February 1, 2024. No pro ration of fees is applicable under this agreement.

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

V *Services Provided by the SWMD*

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

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

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

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

VI Reports

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

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

VII Insurance

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

VIII Legal Jurisdiction

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

MARC Solid Waste Management District:

Participating Member:

_____ Date: _____

_____ Date: _____

Doug Wylie, Chair

Print Name

Print Title

<i>2024 Regional HHW Program Fees</i>	2022 Population	\$1.13	
Community	Estimates	per capita	
Archie	1,255	\$1,418.15	
Belton	25,420	\$28,724.60	
Blue Springs	59,518	\$67,255.34	
Buckner	2,898	\$3,274.74	
Claycomo Village	1,355	\$1,531.15	
Cleveland	641	\$724.33	
Drexel	949	\$1,072.37	
Edgerton	606	\$684.78	
Excelsior Springs	10,580	\$11,955.40	
Ferrelview	645	\$728.85	
Garden City	1,583	\$1,788.79	
Gladstone	26,907	\$30,404.91	
Glenaire	531	\$600.03	
Grain Valley	16,178	\$18,281.14	
Grandview	25,610	\$28,939.30	
Greenwood	6,088	\$6,879.44	
Hardin	562	\$635.06	
Harrisonville	9,854	\$11,135.02	
Independence	121,202	\$136,958.26	
Kearney	10,913	\$12,331.69	
Lake Lotawana	2,424	\$2,739.12	
Lake Tapawingo	783	\$884.79	
Lake Waukomis	929	\$1,049.77	
Lake Winnebago	1,657	\$1,872.41	
Lawson	2,525	\$2,853.25	
Liberty	30,775	\$34,775.75	
Loch Lloyd	936	\$1,057.68	
Lone Jack	1,666	\$1,882.58	
North Kansas City	4,622	\$5,222.86	
Oak Grove	8,492	\$9,595.96	
Orrick	739	\$835.07	
Parkville	8,541	\$9,651.33	
Peculiar	5,958	\$6,732.54	
Platte City	4,813	\$5,438.69	
Pleasant Hill	8,715	\$9,847.95	
Pleasant Valley	2,727	\$3,081.51	
Raymore	24,203	\$27,349.39	
Raytown	29,312	\$33,122.56	
Richmond	5,959	\$6,733.67	
Riverside	4,379	\$4,948.27	
Smithville	10,653	\$12,037.89	
Sugar Creek	3,184	\$3,597.92	
Weatherby Lake	2,100	\$2,373.00	
Weston	1,787	\$2,019.31	
Wood Heights	755	\$853.15	

Unincorporated Cass County	24,572	\$27,766.36	
Unincorporated Clay County	15,417	\$17,421.21	
Unincorporated Jackson Co.	23,712	\$26,794.56	
Unincorporated Platte County	29,817	\$33,693.21	
Unincorporated Ray County	11,137	\$12,584.81	
<i>Population Source:</i>			
<i>https://www.marc.org/Data-Economy/Metrodataline/Population/Current-Population-Data</i>			



MARC Solid Waste Management District

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

Executive Board

Appointed:

Louis Cummings
City of Kansas City

Bob Huston
Cass County

Donna Koontz
Clay County

Brenda Franks
Jackson County

Daniel Erickson
Platte County

Billy Gaines
Ray County

Elected:

David Pavlich
City of Kearney

Doug Wylie, Chair
City of Parkville

Mike Jackson, Vice Chair
City of Independence

Chris Bussen
City of Lee's Summit

Mike Larson
City of Sugar Creek

Trent Salisbury
City of Raymore

Cara Elbert
City of Blue Springs

Lauran Kurtz
City of Lake Lotawana

Ex Officio:

Vacant
Secretary/Treasurer

October 13, 2023

Re: 2024 Regional Household Hazardous Waste (HHW) Program

The Regional Household Hazardous Waste Collection Program provides residents the opportunity to safely dispose of household hazardous products that cannot be thrown away in the trash. The MARC Solid Waste Management District administers this program in partnership with the cities of Kansas City, Mo and Lee's Summit.

Membership in the program provides residents year-round access to permanent facilities in Kansas City and Lee's Summit, and to multiple mobile collection events.

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

The 2024 participation fee will be \$1.13 per capita and will be applied to 2022 population estimates. A community cost list is attached to the agreement enclosed. The program is also supported with a grant from the Missouri Department of Natural Resources to assist with disposal costs.

If you are interested in providing this service to your residents in 2024, please sign and return the agreement by **Friday, December 15, 2023.**

If you have any questions and/or would like a presentation to your city council or county commissioners, please contact Nadja Karpilow at (816) 701-8226.

We look forward to serving your community.

Sincerely,

A handwritten signature in black ink that reads "Doug Wylie".

Doug Wylie
Chair, MARC Solid Waste Management District





CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: November 13, 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 3863: Award of Contract - Financial Advisor

STRATEGIC PLAN GOAL/STRATEGY

4.3.3: Demonstrate our dedication to ethical behavior and transparency

FINANCIAL IMPACT

Award To: Piper Sandler & Company
Amount of Request/Contract:
Amount Budgeted:
Funding Source/Account#: General Fund (01)

PROJECT TIMELINE

Estimated Start Date	Estimated End Date
December 1, 2023	December 31, 2026

STAFF RECOMMENDATION

Approval

OTHER BOARDS & COMMISSIONS ASSIGNED

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

LIST OF REFERENCE DOCUMENTS ATTACHED

Contract

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

The City of Raymore issued a Request for Qualification (RFQ) for a financial advisor. One firm responded to the current RFQ for Financial Advisory Services:

- Piper Sandler & Company

Staff recommends Piper Sandler & Company to serve as the Financial Advisor for the City as outlined in the attached contract. There is no change in the contracted fee structure.

BILL 3863

ORDINANCE

“AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, APPROVING AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH PIPER SANDLER & COMPANY TO SERVE AS THE INDEPENDENT FINANCIAL ADVISOR TO THE CITY FOR A THREE-YEAR PERIOD.”

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

WHEREAS, in accordance with the City of Raymore Purchasing Policy, City staff issued RFQu 23-006 to firms to serve as independent financial advisor; and,

WHEREAS, Piper Sandler & Company is recommended by staff to be the best consultant 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 Piper Sandler & Company to serve as an independent financial advisor to the City in accordance with their submitted proposal and all of the terms and conditions of the agreement.

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 13TH DAY OF NOVEMBER, 2023.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 27TH DAY OF NOVEMBER, 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

FINANCIAL SERVICES AGREEMENT

This Financial Services Agreement, (the Agreement) is entered into on _____, 2023 by and between City of Raymore, Missouri (the Client) and Piper Sandler & Co. (Piper Sandler or the Financial Services Provider). This Agreement will serve as our mutual agreement with respect to the terms and conditions of our engagement as your financial services provider, effective on the date this Agreement is executed (the Effective Date).

I. Scope of Services.

(A) **Services to be provided.** Piper Sandler is engaged by the Client to provide services with respect to the planned issuance of the Client's bonds and obligations (the Issue(s)) and any additional issues to be identified in an amendment to the Agreement.

(B) **Scope of Services.** The Scope of Services to be provided respecting the Issue(s) may consist of the following, if directed by the Client:

1. Evaluate options or alternatives with respect to the proposed new Issue(s),
2. Consult with and/or advise the Client on actual or potential changes in market place practices, market conditions or other matters that may have an impact on the Issues or Products.
3. Assist the Client in establishing a plan of financing
4. Assist the Client in establishing the structure, timing, terms and other similar matters concerning the Issue
5. Prepare the financing schedule
6. Provide assistance as to scheduling, coordinating and meeting procedural requirements relating to any required bond referendum
7. Consult and meet with representatives of the Client and its agents or consultants with respect to the Issue
8. Attend meetings of the Client's governing body, as requested
9. Advise the Client on the manner of sale of the Issue
10. In a competitive bid sale, prepare the bid package, obtain CUSIP numbers, assist the Client in collecting and analyzing bids submitted by underwriters and in connection with the Client's selection of a winning bidder
11. In a negotiated sale, coordinate pre-pricing discussions, supervise the sale process, advise the Client on matters relating to retail or other order periods and syndicate priorities, review the order book, and if directed by the Client, advise on the acceptability of the underwriter's pricing and offer to purchase
12. Assist the Client in identifying an underwriter in a negotiated sale or other deal participants such as an escrow agent, accountant, feasibility consultant, etc. to work on the Issue
13. Respond to questions from underwriters
14. Arrange and facilitate visits to, prepare materials for, and make recommendations to the Client in connection with credit ratings agencies, insurers and other credit or liquidity providers
15. Coordinate working group sessions, closing, delivery of the new Issue and transfer of funds
16. Prepare a closing memorandum or transaction summary

For Services Respecting Official Statement. Piper Sandler has not assumed responsibility for preparing or certifying as to the accuracy or completeness of any preliminary or final official statement, other than with respect to written information about Piper Sandler as the municipal advisor if provided by Piper Sandler in writing for inclusion in such documents.

II. Limitations on Scope of Services. In order to clarify the extent of our relationship, Piper Sandler is required under MSRB Rule G-42¹ to describe any limitations on the scope of the activities to be performed for you. Accordingly, the Scope of Services are subject to the following limitations:

The Scope of Services is limited solely to the services described herein and is subject to limitations set forth within the descriptions of the Scope of Services. Any duties created by this Agreement do not extend beyond the Scope of Services or to any other contract, agreement, relationship, or understanding, if any, of any nature between the Client and the Financial Services Provider.

Unless explicitly directed by you in writing, the Scope of Services does not include evaluating advice or recommendations received by you from third parties.

The Scope of Services does not include tax, legal, accounting or engineering advice with respect to any Issue or Product or in connection with any opinion or certificate rendered by counsel or any other person at closing and does not include review or advice on any feasibility study.

III. Amending Scope of Services. The Scope of Services may be changed only by written amendment or supplement. The parties agree to amend or supplement the Scope of Services promptly to reflect any material changes or additions to the Scope of Services.

IV. Compensation. Once a specific financing is identified, a determination will be made to approximate the size of the financing, whether the financing will be rated, the desired amortization, and consideration of any other factors. At that point we will provide a fixed fee for that specific financing. Such fixed fee will include all out-of-pocket costs and travel expenses. Prior to undertaking any financing, the financial advisor fixed fee will be provided in writing along with all other estimated costs of issuance. The fixed fee is contingent on closing.

V. IRMA Matters. If the Client has designated Piper Sandler as its independent registered municipal advisor (“IRMA”) for purposes of SEC Rule 15Ba1-1(d)(3)(vi) (the “IRMA exemption”), the extent of the IRMA exemption is limited to the Scope of Services and any limitations thereto. Any reference to Piper Sandler, its personnel and its role as IRMA in the written representation of the Client contemplated under SEC Rule 15Ba1-1(d)(3)(vi)(B) is subject to prior approval by Piper Sandler and Client agrees not to represent, publicly or to any specific person, that Piper Sandler is Client’s IRMA with respect to any aspect of municipal financial products or the issuance of municipal securities, or with respect to any specific municipal financial product or any specific issuance of municipal securities, outside the Scope of Services without Piper Sandler’s prior written consent.

VI. Piper Sandler’s Regulatory Duties When Servicing the Client. MSRB Rule G-42 requires that Piper Sandler undertake certain inquiries or investigations of and relating to the Client in order for Piper Sandler to fulfill certain aspects of the fiduciary duty owed to the Client. Such inquiries generally are triggered: (a) by the requirement that Piper Sandler know the essential facts about the Client and the authority of each person acting on behalf of the Client so as to effectively service the relationship with the Client, to act in accordance with any special directions from the Client, to understand the authority of each person acting on behalf of the Client, and to comply with applicable laws, regulations and rules; (b) when Piper Sandler undertakes a determination of suitability of any recommendation made by Piper Sandler to the Client, if any or by others that Piper Sandler reviews for the Client, if any; (c) when making any representations, including with regard to matters pertaining to the Client or any Issue or Product; and (d) when providing any information in connection with the preparation of the preliminary or final official statement, including information about the Client, its financial condition, its operational status and its municipal securities or municipal financial products. Specifically, Client agrees to provide to Piper Sandler any documents on which the Client has relied in connection with any certification it may make with respect to the accuracy and completeness of any Official Statement for the Issue.

Client agrees to cooperate, and to cause its agents to cooperate, with Piper Sandler in carrying out these duties to inquire or investigate, including providing to Piper Sandler accurate and complete

¹ See MSRB Rule G-42(c)(v).

information and reasonable access to relevant documents, other information and personnel needed to fulfill such duties.

In addition, the Client agrees that, to the extent the Client seeks to have Piper Sandler provide advice with regard to any recommendation made by a third party, the Client will provide to Piper Sandler written direction to do so as well as any information it has received from such third party relating to its recommendation.

VII. Expenses. Piper Sandler will be responsible for all of Piper Sandler's out-of-pocket expenses. In the event a new issue of securities is contemplated by this Agreement, Client will be responsible for the payment of all fees and expenses commonly known as costs of issuance, including but not limited to: publication expenses, local legal counsel, bond counsel, ratings, credit enhancement, travel associated with securing any rating or credit enhancement, printing of bonds, printing and distribution of required disclosure documents, trustee fees, paying agent fees, CUSIP registration, and the like.

VIII. Term of Agreement. The term of this Agreement shall begin on the Effective Date and ends, unless earlier terminated as provided below, on December 31, 2026. The term shall automatically extend for two additional one-year periods under the same terms and conditions unless one or both parties submit notice to terminate the agreement.

This Agreement may be terminated with or without cause by either party upon the giving of at least thirty (30) days prior written notice to the other party of its intention to terminate, specifying in such notice the effective date of such termination. All fees due to Piper Sandler shall be due and payable upon termination. Upon termination, the obligations of Piper Sandler under this Agreement, including any amendment shall terminate immediately and Piper Sandler shall thereafter have no continuing fiduciary or other duties to the Client. The provisions of Sections IV, VII, XII, XIV, XV and XVII shall survive termination of this Agreement.

IX. Independent Contractor. The Financial Services Provider is an independent contractor and nothing herein contained shall constitute or designate the Financial Services Provider or any of its employees or agents as employees or agents of the Client.

X. Entire Agreement/Amendments. This Agreement, including any amendments and Appendices hereto which are expressly incorporated herein, constitute the entire Agreement between the parties hereto and sets forth the rights, duties, and obligations of each to the other as of this date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. This Agreement may not be modified except by a writing executed by both the Financial Services Provider and Client.

XI. Required Disclosures. MSRB Rule G-42 requires that Piper Sandler provide you with disclosures of material conflicts of interest and of information regarding certain legal events and disciplinary history. Such disclosures are provided in Piper Sandler's Disclosure Statement attached as Appendix A to this Agreement.

XII. Limitation of Liability. In the absence of willful misconduct, bad faith, gross negligence or reckless disregard of obligations or duties hereunder on the part of Piper Sandler or any of its associated persons, Piper Sandler and its associated persons shall have no liability to the Client for any act or omission in the course of, or connected with, rendering services hereunder, or for any error of judgment or mistake of law, or for any loss arising out of any issuance of municipal securities, any municipal financial product or any other investment, or for any financial or other damages resulting from the Client's election to act or not to act, as the case may be, contrary to any advice or recommendation provided by Piper Sandler to the Client. No recourse shall be had against Piper Sandler for loss, damage, liability, cost or expense (whether direct, indirect or consequential) of the Client arising out of or in defending, prosecuting, negotiating or responding to any inquiry, questionnaire, audit, suit, action, or other proceeding brought or received from the Internal Revenue Service in connection with any Issue or Product, if any or otherwise relating to the tax treatment of any Issue or Product if any, or in connection with any opinion or certificate rendered by counsel or any other party. Notwithstanding the foregoing, nothing contained in this paragraph or elsewhere in this Agreement shall constitute a waiver by Client of any of its legal rights under applicable U.S. federal

securities laws or any other laws whose applicability is not permitted to be contractually waived, nor shall it constitute a waiver or diminution of Piper Sandler's fiduciary duty to Client under Section 15B(c)(1), if applicable, of the Securities Exchange Act of 1934, as amended, and the rules thereunder.

XIII. Indemnification. Unless prohibited by law, the Client hereby indemnifies and holds harmless the Financial Services Provider, each individual, corporation, partnership, trust, association or other entity controlling the Financial Services Provider, any affiliate of the Financial Services Provider or any such controlling entity and their respective directors, officers, employees, partners, incorporators, shareholders, trustees and agents (hereinafter the "Indemnitees") against any and all liabilities, penalties, suits, causes of action, losses, damages, claims, costs and expenses (including, without limitation, fees and disbursements of counsel) or judgments of whatever kind or nature (each a "Claim"), imposed upon, incurred by or asserted against the Indemnitees arising out of or based upon (i) any allegation that any information in the Preliminary Official Statement or Final Official Statement contained (as of any relevant time) an untrue statement of a material fact or omitted (as of any relevant time) or omits to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

XIV. Official Statement. The Client acknowledges and understands that state and federal laws relating to disclosure in connection with municipal securities, including but not limited to the Securities Act of 1933 and Rule 10b-5 promulgated under the Securities Exchange Act of 1934, may apply to the Client and that the failure of the Financial Services Provider to advise the Client respecting these laws shall not constitute a breach by the Financial Services Provider or any of its duties and responsibilities under this Agreement. The Client acknowledges that any Official Statement distributed in connected with an issuance of securities are statements of the Client and not of Piper Sandler.

XV. Notices. Any written notice or communications required or permitted by this Agreement or by law to be served on, given to, or delivered to either party hereto, by the other party shall be in writing and shall be deemed duly served, given, or delivered when personally delivered to the party to whom it is addressed or in lieu of such personal services, when deposited in the United States' mail, first-class postage prepaid, addressed to the Client at:

City of Raymore, Missouri
100 Municipal Circle
Raymore, MO 64083

Jim Feuerborn, City Manager
816 892-3026
jfeuerborn@raymore.com

Or to the Financial Services Provider at:

Piper Sandler & Co.
11635 Rosewood Street
Leawood, KS 66211

Todd Goffoy, Managing Director
913 345-3373
todd.goffoy@psc.com

With a copy to:

Piper Sandler & Co.
Legal Department
800 Nicollet Mall, Suite 900
Minneapolis, MN 55402

XVI. Consent to Jurisdiction; Service of Process. The parties each hereby (a) submits to the jurisdiction of any State or Federal court sitting in the state of Missouri for the resolution of any claim or dispute with respect to or arising out of or relating to this Agreement or the relationship between the parties (b) agrees that all claims with respect to such actions or proceedings may be heard and determined in such court, (c) waives the defense of an inconvenient forum, (d) agrees not to commence any action or proceeding relating to this Agreement other than in a State or Federal court sitting in the state of Missouri and (e) agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

XVII. Choice of Law. This Agreement shall be construed and given effect in accordance with the laws of the state of Missouri.

XVIII. Counterparts; Severability. This Agreement may be executed in two or more separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any term or provision of this Agreement which is invalid or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction.

XIX. Waiver of Jury Trial. THE PARTIES EACH HEREBY AGREES TO WAIVE ANY RIGHT TO A TRIAL BY JURY WITH RESPECT TO ANY CLAIM, COUNTERCLAIM OR ACTION ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THE RELATIONSHIP BETWEEN THE PARTIES. PARTIES AGREE TO WAIVE CONSEQUENTIAL AND PUNITIVE DAMAGES.

XX. No Third Party Beneficiary. This Agreement is made solely for the benefit of the parties and their respective successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to confer on any person, other than the parties and their respective successors and permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

XXI. Authority. The undersigned represents and warrants that they have full legal authority to execute this Agreement on behalf of the Client. The following individual(s) at the Client have the authority to direct Piper Sandler's performance of its activities under this Agreement:

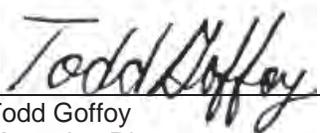
Jim Feuerborn, City Manager

The following individuals at Piper Sandler have the authority to direct Piper Sandler's performance of its activities under this Agreement:

Todd Goffoy, Managing Director

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written. By the signature of its representative below, each party affirms that it has taken all necessary action to authorize said representative to execute this Agreement.

PIPER SANDLER & CO.

By:  _____
Todd Goffoy
Its: Managing Director
Date: _____

ACCEPTED AND AGREED:

CITY OF RAYMORE, MISSOURI

By: _____
Jim Feuerborn,
Its: City Manager
Date: _____

Piper Sandler & Co. is registered with the U.S. Securities and Exchange Commission and the Municipal Securities Rulemaking Board ("MSRB"). A brochure is posted on the website of the MSRB, at www.msrb.org that describes the protections that may be provided by MSRB rules and how to file a complaint with an appropriate regulatory authority.

APPENDIX A – DISCLOSURE STATEMENT

Municipal Securities Rulemaking Board Rule G-42 (the Rule) requires that Piper Sandler provide you with the following disclosures of material conflicts of interest and of information regarding certain legal events and disciplinary history. Accordingly, this Appendix A provides information regarding conflicts of interest and legal or disciplinary events of Piper Sandler required to be disclosed to pursuant to MSRB Rule G-42(b) and (c)(ii).

(A) **Disclosures of Conflicts of Interest.** The Rule requires that Piper Sandler provide to you disclosures relating to any actual or potential material conflicts of interest, including certain categories of potential conflicts of interest identified in the Rule, if applicable. If no such material conflicts of interest are known to exist based on the exercise of reasonable diligence by us, Piper Sandler is required to provide a written statement to that effect.

Accordingly, we make the following disclosures with respect to material conflicts of interest in connection with the Scope of Services under the Agreement, together with explanations of how we address or intend to manage or mitigate each conflict. To that end, with respect to all of the conflicts disclosed below, we mitigate such conflicts through our adherence to our fiduciary duty to you in connection with municipal advisory activities, which includes a duty of loyalty to you in performing all municipal advisory activities for the Client. This duty of loyalty obligates us to deal honestly and with the utmost good faith with you and to act in your best interests without regard to our financial or other interests. In addition, as a broker dealer with a client oriented business, our success and profitability over time is based on assuring the foundations exist of integrity and quality of service. Furthermore, Piper Sandler's supervisory structure, utilizing our long-standing and comprehensive broker-dealer supervisory processes and practices, provides strong safeguards against individual representatives of Piper Sandler potentially departing from their regulatory duties due to personal interests. The disclosures below describe, as applicable, any additional mitigations that may be relevant with respect to any specific conflict disclosed below.

Compensation-Based Conflicts. The fees due under the Agreement are based on the size of the Issue and the payment of such fees is contingent upon the successful delivery of the Issue. While this form of compensation is customary in the municipal securities market, this may present the appearance of a conflict or the potential for a conflict because it could create an incentive for Piper Sandler to recommend unnecessary financings or financings that are disadvantageous to the Client, or to advise the Client to increase the size of the issue. We believe that the appearance of a conflict or potential conflict is mitigated by our duty of care and fiduciary duty and the general mitigations related to our duties to you, as described above.

Transactions in Client's Securities. As a municipal advisor, Piper Sandler cannot act as an underwriter in connection with the same issue of bonds for which Piper Sandler is acting as a municipal advisor. From time to time, Piper Sandler or its affiliates may submit orders for and acquire your securities issued in an Issue under the Agreement from members of the underwriting syndicate, either for its own trading account or for the accounts of its customers. Again, while we do not believe that this activity creates a material conflict of interest, we note that to mitigate any perception of conflict and to fulfill Piper Sandler's regulatory duties to the Client, Piper Sandler's activities are engaged in on customary terms through units of Piper Sandler that operate independently from Piper Sandler's municipal advisory business, thereby eliminating the likelihood that such investment activities would have an impact on the services provided by Piper Sandler to you under the Agreement.

(B) **Disclosures of Information Regarding Legal Events and Disciplinary History.** The Rule requires that all municipal advisors provide to their clients certain disclosures of legal or disciplinary events material to a client's evaluation of the municipal advisor or the integrity of the municipal advisor's management or advisory personnel. Accordingly, Piper Sandler sets out below required disclosures and related information in connection with such disclosures.

- I. Material Legal or Disciplinary Event. There are no legal or disciplinary events that are material to the Client's evaluation of Piper Sandler or the integrity of Piper Sandler's management or advisory personnel disclosed, or that should be disclosed, on any Form MA or Form MA-I filed with the SEC.
- II. Most Recent Change in Legal or Disciplinary Event Disclosure. Piper Sandler has not made any material legal or disciplinary event disclosures on Form MA or any Form MA-I filed with the SEC.

(C) **How to Access Form MA and Form MA-I Filings.** Piper Sandler's most recent Form MA and each most recent Form MA-I filed with the SEC are available on the SEC's EDGAR system at <http://www.sec.gov/edgar/searchedgar/companysearch.html>. The Form MA and the Form MA-I include information regarding legal events and disciplinary history about municipal advisor firms and their personnel, including information about any criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation. The SEC permits certain items of information required on Form MA or MA-I to be provided by reference to such required information already filed by Piper Sandler in its capacity as a broker-dealer on Form BD or Form U4 or as an investment adviser on Form ADV, as applicable. Information provided by Piper Sandler on Form BD or Form U4 is publicly accessible through reports generated by BrokerCheck at <http://brokercheck.finra.org>, and Piper Sandler's most recent Form ADV is publicly accessible at the Investment Adviser Public Disclosure website at <http://www.adviserinfo.sec.gov>. For purposes of accessing such BrokerCheck reports or Form ADV, Piper Sandler's CRD number is 665.

(D) **Future Supplemental Disclosures.** As required by the Rule, this Section 5 may be supplemented or amended, from time to time as needed, to reflect changed circumstances resulting in new conflicts of interest or changes in the conflicts of interest described above, or to provide updated information with regard to any legal or disciplinary events of Piper Sandler. Piper Sandler will provide you with any such supplement or amendment as it becomes available throughout the term of the Agreement.

New Business



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: November 27, 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 3865: Conditional Use Permit for Non-Conforming Pole Sign - 108 N Madison St.

STRATEGIC PLAN GOAL/STRATEGY

2.2.1 Develop plans and guidelines that communicate and encourage high standards

FINANCIAL IMPACT

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

PROJECT TIMELINE

Estimated Start Date	Estimated End Date

STAFF RECOMMENDATION

Denial

OTHER BOARDS & COMMISSIONS ASSIGNED

Name of Board or Commission:	Planning and Zoning Commission
Date:	November 21, 2023
Action/Vote:	6-1, Denial

LIST OF REFERENCE DOCUMENTS ATTACHED

Staff Report Sign Photos

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

Michael Joy, owner of the property at 108 N. Madison Street, is requesting a Conditional Use Permit to maintain a non-conforming pole sign in accordance with Section 435.100 of the Unified Development Code, which provides that "requests to install a sign that is not in conformance with the standards of the Sign Code may be filed as a Conditional Use Permit..."

The pole sign on the property was deemed to be an abandoned, nonconforming sign in accordance with Section 475.070 of the Unified Development Code, which states that:

"Any nonconforming sign that no longer advertises an activity, business or use conducted or a product sold on the premises where the sign is located will be deemed to be abandoned after a period of ninety (90) days. All abandoned signs must be removed or brought into full compliance with the regulations of this Code."

The businesses that are currently advertised on the sign include the Raymore Chamber of Commerce and the Raymore Journal, neither of which have occupied this building in the last 90 days or more. A notice of violation was sent to the owner of the property at 108 North Madison Street on April 20, 2023, advising the property owner of the corrective actions required to bring the identified sign into compliance with City Code.

The Unified Development Code prohibits pole signs within the City and provides regulations relating to nonconforming and/or abandoned signs. The City has required at least five other similar pole signs in the vicinity of this property to come into compliance with the Code in the past, all through voluntary compliance.

Staff recommends that the City Council deny the Conditional Use Permit request to maintain the non-conforming, abandoned pole sign.

BILL 3865

ORDINANCE

“AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, GRANTING A CONDITIONAL USE PERMIT PURSUANT TO CITY CODE SECTION 435.100 FOR A POLE SIGN TO BE MAINTAINED IN ITS CURRENT LOCATION AT 108 NORTH MADISON STREET, RAYMORE, CASS COUNTY, MISSOURI.”

WHEREAS, the existing pole sign located a 108 North Madison Street has been found to be an abandoned nonconforming sign in accordance with Section 475.070 of the Unified Development Code; and,

WHEREAS, a notice of violation was sent to the owner of the property at 108 North Madison Street on April 20, 2023, advising the property owner of the corrective actions required to bring the identified sign into compliance with City Code; and,

WHEREAS, Section 435.100 of the Unified Development Code provides that requests to install a sign that is not in conformance with the standards of the Sign Code may be filed as a Conditional Use Permit, in accordance with Section 470.240 of the Unified Development Code; and,

WHEREAS, the Planning and Zoning Commission held a public hearing on November 7, 2023, and November 21, 2023, and submitted its findings of fact and recommendation on the application to the City Council of the City of Raymore; and,

WHEREAS, the City Council of the City of Raymore held a public hearing on November 27, 2023, after notice of said hearing was published in a newspaper of general circulation in Raymore, Missouri, at least fifteen (15) days prior.

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

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

Section 2. A Conditional Use Permit allowing for the existing, nonconforming pole sign located at 108 North Madison Street, Raymore, Cass County, Missouri, is hereby granted.

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 27TH DAY OF NOVEMBER, 2023.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 11TH DAY OF DECEMBER, 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

Site Photos:



View looking west from N. Madison St.



View looking north from south property line.

Exiting Zoning: “C-2” General Commercial District

Existing Surrounding Uses: **North:** Multi-Tenant Commercial Building
 South: Stand-Alone Commercial Building
 East: N. Madison St. and Commercial Uses
 West: Attached Single Family (Walnut Estates)

Total Tract Size: 0.355 Acres

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

Major Street Plan: The Major Thoroughfare Plan Map classifies N. Madison St. as a Major Arterial and W. Walnut St. as a Major Arterial.

Advertisement: October 18, 2023 **North Cass Herald** newspaper
 November 8, 2023 **North Cass Herald** newspaper

Public Hearing: November 7, 2023 Planning and Zoning Meeting (**Continued**)
 November 21, 2023 Planning Commission Meeting
 November 27, 2023 City Council meeting

Items of Record: **Exhibit 1. Mailed Notices to Adjoining Property Owners**
 Exhibit 2. Notice of Publication
 Exhibit 3. Unified Development Code
 Exhibit 4. Application
 Exhibit 5. Growth Management Plan
 Exhibit 6. Staff Report
 Additional exhibits as presented during hearing

PROPOSAL

Outline of Requested Action: *The applicant seeks to obtain a Conditional Use Permit to allow for a nonconforming pole sign to remain at the subject property.*

City Ordinance Requirements: In order for the applicant to accomplish the aforementioned action, they must meet the provisions of the Unified Development Code. Chapter 470 of the Unified Development Code outlines the requirements and actions that need to be taken for a Conditional Use Permit, specifically, Section 470.030.

PREVIOUS ACTIONS ON OR NEAR THE PROPERTY

1. In 1971 a standalone commercial building was constructed on the subject property to be used as a law firm. The use for this property has been changed several times since 1971.
2. This property still remains unplatted at this time.
3. The Raymore Journal did not renew their business license for the 2023 calendar year as they went out of business.
4. On April 20, 2023 (109 days after January 1, 2023) Drayton Vogel (Code Enforcement Officer) sent Mr. Joy (Property Owner) a notice of violation regarding the nonconforming pole sign. No response was received from Mr. Joy. A deadline to have the nonconforming pole sign removed or brought into full compliance was set for May 4, 2023.
5. On May 9, 2023 Mr. Joy's code violation case was forwarded to the municipal court.
6. Mr. Joy has had three court dates (June 22, 2023, August 17, 2023 and September 21, 2023) with the judge giving continuances on all three court dates.
7. On September 20, 2023 Mr. Joy reached out to Dylan Eppert (City Planner) to discuss his possible options for addressing the issues with the pole sign in question.
8. On September 28, 2023 Mr. Joy filed a conditional use permit with the City of Raymore in order to request that the sign be able to remain on the property.

STAFF COMMENTS

1. Public hearing notices were mailed out to 9 adjoining property owners.
2. There are four (4) sections of the Unified Development Code that prohibit, or address poles signs, see the following:
 - a. Section 435.020(D)(9) "Prohibited Signs", the Unified Development Code identifies 10 types of signs that are prohibited and Pole Signs are identified as prohibited.
 - b. Section 435.060(D) Freestanding Signs.
 1. A freestanding monument sign shall be supported with a base that is at least eighty percent (80%) of the width of the sign at its widest point.

2. A freestanding ground sign shall be supported by two (2) or more posts or supports.
3. Permanent freestanding signs are not permitted within any utility or drainage easement.
4. Freestanding signs shall be set back a minimum of five (5) feet from all property lines.

c. Section 475.070(E) “Nonconforming Signs”

Abandonment. Any nonconforming sign that no longer advertises an activity, business or use conducted or a product sold on the premises where the sign is located will be deemed to be abandoned after a period of ninety (90) days. All abandoned signs must be removed or brought into full compliance with the regulations of this Code.

d. Section 435.050 “Permitted Signs” (See Table Below)

Zoning District	Sign Type	Max Number Permitted	Maximum Size (sq ft)	Maximum Height	Illumination Permitted	Additional Requirements
C-2, C-3, BP, M-1 and M-2	Individual building with 1 tenant	1 per street frontage	32	6	direct or indirect	See also Section 435.060D
	Individual building 2-4 tenants	1 per street frontage	48	6	direct or indirect	See also Section 435.060D
	Monument Sign Shopping center under 100,000 square feet	1 per street frontage	80	15	direct or indirect	See also Section 435.060D
	Shopping center 100,000 square feet or more	1 per street frontage	300	30	direct or indirect	See also Section 435.060D
	Monument or Ground Billboard on lot under 2 ac	1 per street frontage	32	6	direct or indirect	See also Section 435.060D & E
	Billboard on lot 2-5 ac	1 per street frontage	48	6	direct or indirect	See also Section 435.060D & E
	Billboard on lot greater than 5 ac	1 per street frontage	80	15	direct or indirect	See also Section 435.060D & E

3. Section 435.100 “Conditional Use Permits” states, “A request to install a sign that is not allowed by this chapter or a request to install a sign that is not in conformance with the standards of this chapter may be filed as a Conditional Use Permit in accordance with Section 470.030.”

4. There are nine (9) total pole signs on N. Madison St. including the subject property. Eight of the properties are in compliance with their pole signs as they have not had a lapse of 90 days without a tenant conducting business in those locations, as outlined in Section 475.070(E) of the UDC
5. On October 1, 2015 58 Automotive (302 W. Pine St.) was issued a notice of violation for a nonconforming pole sign. The property owner at the time brought the sign into compliance.
6. On August 26, 2015 Little Folks Daycare (400 W. Walnut St.) was issued a notice of violation for a nonconforming pole sign. The pole sign was removed by the property owner which brought the property back into compliance.
7. On May 16, 2016 Ryan's Steakhouse (1918 W. Foxwood Dr.) was issued a notice of violation for having a nonconforming pole sign. The sign was brought into compliance by the property owner turning it into a monument sign.
8. On February 7, 2019 Pizza Hut (2023 W. Foxwood Dr.) was issued a notice of violation for having a nonconforming pole sign. The sign was removed which brought the property back into compliance.
9. On November 3, 2023 McGinnis Customs and Collision (104 Evans Ave.) was issued a notice of violation for having a nonconforming pole sign. The pole sign was brought back into compliance by the property owner removing the sign.
10. Mr. Joy is not marketing the subject property for sale/lease at this time.

PLANNING COMMISSION PROPOSED FINDINGS OF FACT

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

1. the size of the sign is appropriate for the property;

The current pole sign exceeds the maximum 6' height allowance pursuant to Section 435.050 of the Unified Development Code.

2. The location selected for the sign does not interfere with the visibility of any conforming sign installed on adjacent property;

The current location for the sign does not interfere with the visibility of any conforming sign installed on adjacent properties.

3. the number of signs requested for the property is appropriate;

The subject property is allowed to have 1 monument sign as prescribed by section 435.050 of the Unified Development Code. However, the pole sign is not considered a monument sign and therefore considered a prohibited sign.

4. Weather there is a condition unique to the property, such as topography, line-of-sight, natural feature, or other factor that necessitates that the conditional use be granted so the sign will be visible; and

There are not any unique conditions to the property with regards to topography, line-of-sight, natural features or any other factor that would necessitate a conditional use permit be granted for this request.

5. Whether the sign, due to its height, size, location or total number of signs on the property will have a significant impact on the general welfare of the neighborhood or community; and

The sign, due to its height, size, location or total number of signs on the property does not have a significant impact on the general welfare of the neighborhood or community. However, The pole signs that exist on adjacent properties do conform to the Unified Development code. Per Section 475.070 Any nonconforming sign that no longer advertises an activity, business or use conducted or a product sold on the premises where the sign is located will be deemed to be abandoned after a period of ninety (90) days. All abandoned signs must be removed or brought into full compliance with the regulations of this Code. If this sign were allowed to stay this would be setting a dangerous precedent for not only future pole sign requests but also for pole signs that the City has had removed in the past.

6. whether the sign is compatible with the general character of surrounding property.

The existing pole sign was installed prior to the requirements of obtaining a sign permit in the City. While other pole signs exist in the surrounding area of the property, pole signs in general are now prohibited within City Code. The other pole signs that exist nearby the property are considered legal-nonconforming, as they meet the requirements outlined in Section 475.070 of the UDC.

If someone wanted to construct the same exact sign anywhere in the city limits of Raymore the sign permit application would be denied. Pole signs are prohibited

within the Unified Development Code.

REVIEW OF INFORMATION AND SCHEDULE

<u>Action</u>	<u>Planning Commission</u>	<u>City Council 1st</u>	<u>City Council 2nd</u>
Public Hearing	November 7, 2023	November 27, 2023	December 11, 2023

STAFF RECOMMENDATION

City Staff have reviewed the request for a Conditional Use Permit for the property located at 108 N. Madison St. and has made the determination that allowing a nonconforming pole sign to remain at the subject property sets a dangerous precedent with future conditional use permit requests as there have been several pole signs that have been brought into compliance in the past.

Staff recommends that the Planning and Zoning Commission accept the staff proposed findings of fact and forward Case # 23042 108 N. Madison St. CUP - Pole Sign to the City Council with a recommendation of denial.

PLANNING COMMISSION ACTION 11/7/2023

At its November 21, 2023 meeting, the Planning and Zoning Commission was requested by the applicant to continue the public hearing to a date certain of November 21, 2023 due to needing more time to review the documents on their case. The Planning Commission voted unanimously 7-0 to continue the public hearing to November 21, 2023.

PLANNING COMMISSION ACTION 11/7/2023

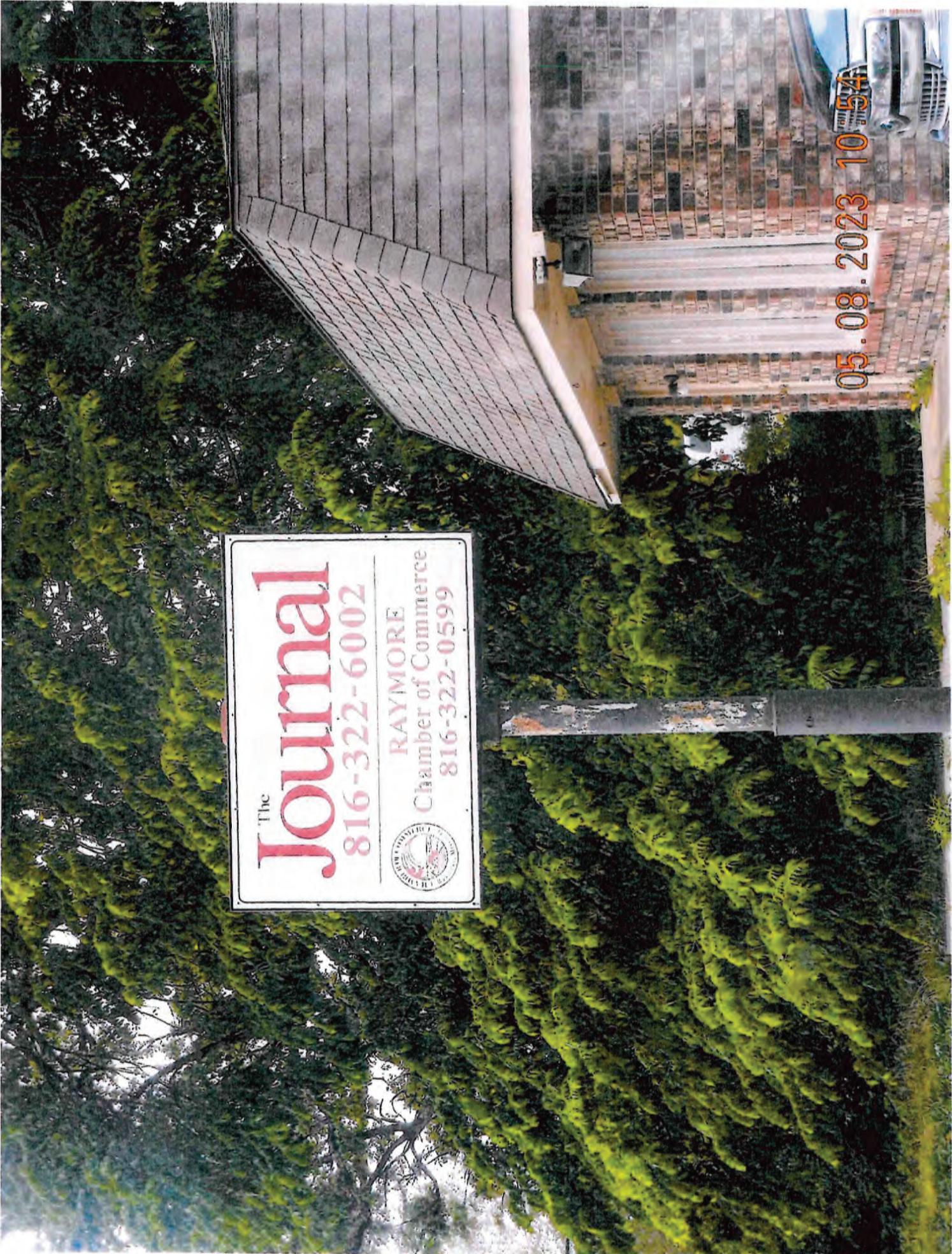
The Raymore Planning and Zoning Commission, at its November 21, 2023 meeting, vote 6-1 to accept the staff proposed findings of fact and forward Case #23042 108 N. Madison St. CUP - Pole Sign to the City Council with a recommendation of denial.

The
Journal
816-322-6002



RAYMORE
Chamber of Commerce
816-322-0599

05.08.2023 10:54





05.08.2023 10:54



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: November 27, 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 type="checkbox"/> Agreement	<input type="checkbox"/> Discussion	<input type="checkbox"/> Other	

TITLE / ISSUE / REQUEST

3866: Correction to Raymore Commerce Center South PUD Legal Description

STRATEGIC PLAN GOAL/STRATEGY

Goal 3.1: Create a healthy and sustainable economy

FINANCIAL IMPACT

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

PROJECT TIMELINE

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

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

Boundary Survey

REVIEWED BY:

Jim Feuerborn

BACKGROUND / JUSTIFICATION

The City Council originally approved the Planned Unit Development (PUD) zoning for the Raymore Commerce Center South development on July 25, 2022. As the developer has made progress on the development of the site, including surveying for Dean Avenue and 195th Street improvements and required utility relocations, errors in the initial legal description, including omitted book and page number references, directional bearings and other conveyances of land were identified.

Prior to proceeding with further platting or development of the site, City staff and the developer wish to correct the legal description of the property in order to maintain consistency and avoid further errors.

BILL 3866

ORDINANCE

"AN ORDINANCE OF THE CITY OF RAYMORE, MISSOURI, AMENDING THE LEGAL DESCRIPTION FOR THE RAYMORE COMMERCE CENTER SOUTH PLANNED UNIT DEVELOPMENT APPLICATION."

WHEREAS, Ordinance 2022-053, considered as Bill 3725, was approved by City Council on July 25, 2022; and,

WHEREAS, the legal description contained in Ordinance 2022-053 inadvertently omitted references within the legal description including book and page numbers, directional bearings and other conveyances of land; and,

WHEREAS, the geographic boundaries of the Planned Unit Development zoning approved by Ordinance 2022-053 remain the same as originally contained within the staff report, and rezoning map included with the Ordinance, the legal notice publication, and the notice to the neighboring property owners all described the property in its entirety as was intended to be rezoned; and,

WHEREAS, the corrected legal description included herein shall be utilized for all development applications pertaining to the Raymore Commerce Center South Planned Unit Development, including final plat and site plan applications; and,

WHEREAS, prior to commencing further development of the Raymore Commerce Center South project, staff wishes to correct the errors within the legal description.

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

Section 1. The City Council modifies the legal description contained in Ordinance 2022-053 to include all book and page numbers, directional bearings and other conveyances of land identified within the boundaries of the land area that was rezoned from "BP" Business Park District to "PUD" Planned Unit Development District as part of Ordinance 2022-053, as described below:

TRACT I:

ALL THAT PART OF SECTION 32, TOWNSHIP 46, RANGE 32, IN CASS COUNTY, MISSOURI WHICH LIES EAST OF U.S. HIGHWAY NO. 71, EXCEPT THE FOLLOWING TRACT: PART OF THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 46, RANGE 32, IN CASS COUNTY, MISSOURI, DESCRIBED AS: BEGINNING AT THE NORTHEAST CORNER OF SAID QUARTER SECTION AND RUNNING THENCE SOUTH 89 DEGREES 41 MINUTES 47 SECONDS WEST, ALONG THE NORTH LINE THEREOF, 822.0 FEET; THENCE SOUTH 0 DEGREES 58 MINUTES 01 SECONDS WEST, ALONG A LINE BEING 1.0 FEET WEST OF AND PARALLEL TO THE WEST LINE OF THE EXISTING AMOCO 50 FOOT GAS LINE EASEMENT, 2075.99 FEET; THENCE NORTH 89 DEGREES 41 MINUTES 47 SECONDS EAST, PARALLEL TO THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 32, 857.03 FEET TO A POINT ON THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 32; THENCE NORTH, ALONG THE EAST LINE THEREOF, 2075.51 FEET TO THE POINT OF BEGINNING, ALL IN SECTION 32, TOWNSHIP 46,

RANGE 32, IN CASS COUNTY, MISSOURI, EXCEPT THAT PART IN ROADS;

ALSO EXCEPT THAT PART CONVEYED TO D&P REALTY CO. LLC BY INSTRUMENT FILED SEPTEMBER 21, 2011 IN BOOK 3489, PAGE 896, AS DOCUMENT NO. 484434 DESCRIBED AS FOLLOWS: A TRACT OF LAND IN SECTION 32, TOWNSHIP 46, RANGE 32 AND SECTION 5, TOWNSHIP 45, RANGE 32, IN THE CITY OF RAYMORE, CASS COUNTY, MISSOURI, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A 3-1/4 INCH ALUMINUM MONUMENT FOUND AT THE NORTHEAST CORNER OF SAID SECTION 5, STAMPED TO IDENTIFY THE CORNER, IN ACCORDANCE WITH DEPARTMENT OF NATURAL RESOURCES DOCUMENT NUMBER 600-69004; THENCE SOUTH 00 DEGREES 28 MINUTES 48 SECONDS EAST (THIS AND SUBSEQUENT BEARINGS ARE BASED UPON THE MISSOURI STATE PLANE, WEST ZONE, COORDINATE SYSTEM) ALONG THE EASTERLY LINE OF THE NORTHEAST QUARTER OF SAID SECTION 5, 1427.38 FEET TO A 1/2 INCH REINFORCING STEEL BAR WITH A 1 INCH PLASTIC CAP STAMPED "BRENIZER & ASSOC", HEREINAFTER REFERRED TO AS A 1/2 INCH RSBC, SET ON THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 71; THENCE NORTH 23 DEGREES 16 MINUTES 03 SECONDS WEST ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID U.S. HIGHWAY NO. 71, 1561.79 FEET TO A 1/2 INCH RSBC SET; THENCE NORTH 11 DEGREES 57 MINUTES 27 SECONDS WEST ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID U.S. HIGHWAY NO. 71, 178.48 FEET TO A CHISELED PLUS SET IN THE CONCRETE BASE OF A HIGHWAY RIGHT-OF-WAY MARKER; THENCE NORTH 23 DEGREES 16 MINUTES 03 SECONDS WEST ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID U.S. HIGHWAY NO. 71, 690.62 FEET TO A 1/2 INCH RSBC SET; THENCE NORTH 24 DEGREES 42 MINUTES 38 SECONDS WEST ALONG THE EASTERLY RIGHT OF WAY LINE OF SAID U.S. HIGHWAY NO. 71, 662.45 FEET TO A CHISELED PLUS SET IN THE CONCRETE BASE OF A HIGHWAY RIGHT-OF-WAY MARKER; THENCE NORTH 35 DEGREES 58 MINUTES 49 SECOND WEST ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID U.S. HIGHWAY NO. 71, 119.64 FEET TO A 1/2 INCH RSBC SET; THENCE SOUTH 81 DEGREES 57 MINUTES 34 SECONDS EAST, 1353.76 FEET TO A 1/2 INCH. REINFORCING STEEL BAR WITH A 1 INCH PLASTIC CAP FOUND (FACE OF CAP OBLITERATED) AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 32, THENCE SOUTH 02 DEGREES 31 MINUTES 51 SECONDS WEST ALONG THE EASTERLY LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 32, 1327.88 FEET TO A 3/8 INCH REINFORCING STEEL BAR FOUND AT THE SOUTHEAST CORNER OF SAID SECTION 32; THENCE NORTH 87 DEGREES 35 MINUTES 28 SECONDS WEST ALONG THE SOUTHERLY LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 32, 19.83 FEET TO THE POINT OF BEGINNING, LESS THAT PART IN ROADS.

TRACT II:

PART OF THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 46, RANGE 32, IN CASS COUNTY, MISSOURI, DESCRIBED AS BEGINNING AT THE NORTHEAST CORNER OF THE SAID QUARTER SECTION AND RUNNING THENCE SOUTH 89 DEGREES 41 MINUTES 47 SECONDS WEST, ALONG THE NORTH LINE THEREOF, 822.0 FEET; THENCE SOUTH 0 DEGREES 58 MINUTES 01 SECONDS WEST, ALONG A LINE BEING 1.0 FEET WEST OF AND PARALLEL TO THE WEST LINE OF THE EXISTING AMOCO 50 FOOT GAS LINE EASEMENT, 2075.99 FEET; THENCE NORTH 89 DEGREES 41 MINUTES 47 SECONDS EAST, PARALLEL TO THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 32, 857.03 FEET TO A POINT ON THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 32; THENCE NORTH, ALONG THE EAST LINE THEREOF, 2075.51 FEET TO THE POINT OF BEGINNING, ALL IN SECTION 32, TOWNSHIP 46, RANGE 32, IN CASS COUNTY, MISSOURI, EXCEPT THAT PART IN ROADS;

ALSO LESS AND EXCEPT ALL THAT PART CONVEYED TO CASS COUNTY WATER DISTRICT 10 BY A GENERAL WARRANTY DEED DATED SEPTEMBER 10, 2010 AND RECORDED SEPTEMBER 16, 2010 IN BOOK 3382, PAGE 767, DESCRIBED AS FOLLOWS:

PART OF A TRACT OF LAND DESCRIBED IN BOOK 1317, PAGE 186 IN THE OFFICE OF THE

RECORDER OF DEEDS IN CASS COUNTY, MISSOURI, BEING PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 46, RANGE 32, CASS COUNTY, MISSOURI, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 32, AFORESAID, RUN THENCE SOUTH 0°00'28" WEST ALONG THE EAST LINE THEREOF, 326.70 FEET; THENCE NORTH 89 °53'43" WEST, PARALLEL WITH THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 32, 200.00 FEET; THENCE NORTH 0°00'28" EAST, PARALLEL WITH THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 32, 326.70 FEET TO A POINT ON THE NORTH LINE OF SAID QUARTER SECTION; THENCE SOUTH 89°53'43" EAST ALONG SAID NORTH LINE, 200.00 FEET TO THE POINT OF BEGINNING, EXCEPT THE RIGHT-OF-WAY OF EAST 195TH STREET, SAID TRACT NOW PLATTED AND DESCRIBED AS FOLLOWS: LOT 1, DISTRICT 10 NORTH TOWER, A SUBDIVISION OF LAND IN CASS COUNTY, MISSOURI.

Section 2. Effective Date. The effective date of approval of this Ordinance shall be coincidental with the Mayor’s signature and attestation by the City Clerk.

Section 3. Severability. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

DULY READ THE FIRST TIME THIS 27TH DAY OF NOVEMBER, 2023.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND ADOPTED THIS 11TH DAY OF DECEMBER, 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

Miscellaneous

THE RAYMORE PARKS AND RECREATION BOARD MET IN REGULAR SESSION TUESDAY, SEPTEMBER 26, 2023, IN COUNCIL CHAMBERS AT 100 MUNICIPAL CIRCLE, RAYMORE, MISSOURI.

MEMBERS PRESENT: Chairman Trautman (arrived at 6:15); Members Clark, Collier, Cooper, Manson, Mapes and Scott.

STAFF PRESENT: Director Musteen, Park Superintendent Rulo and Recreation and Facility Superintendent Brennon. Office Assistant Naab is absent.

1. Call to Order: Vice Chairman Clark called the meeting to order at 6:05 pm.

2. Roll Call

3. Pledge of Allegiance

4. Personal Appearances

5. Consent Agenda

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

A. Park Board Minutes

August 22, 2023

Motion: Member Manson moved to approve the Park Board minutes of August 22, 2023. Member Cooper seconded the motion.

Discussion:

Vote:	6 Aye	Member Clark	Aye
	0 Nay	Member Collier	Aye
	1 Absent	Member Cooper	Aye
		Member Manson	Aye
		Member Mapes	Aye
		Member Scott	Aye
		Member Trautman	Absent

6. Staff Reports

- Recreation Superintendent Brennon highlighted his written report.
- Parks Superintendent Rulo highlighted his written report.
- Director Musteen highlighted his written report.

Note - Chairman Trautman arrived during staff reports.

7. Unfinished Business - None

8. New Business - None

A. Memorial Park - Easement

Action Item

Staff presented an easement for electrical service to Evergy through Memorial Park. The easement is requested due to electrical work associated with a

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Raymore-Peculiar School District project at Raymore Elementary. The work separates electrical service previously shared by the school and the city. The relocated service is now contained within park boundaries and separate from the school. The new easement provides Evergy access in the park where the new line is located.

Motion: Member Manson motioned to approve the easement.
Member Cooper seconded the motion.

Discussion: None

Vote:	7 Aye	Member Clark	Aye
	0 Nay	Member Collier	Aye
	0 Absent	Member Cooper	Aye
		Member Manson	Aye
		Member Mapes	Aye
		Member Scott	Aye
		Member Trautman	Aye

B. Electrical Service - Scoreboards **Action Item**

Staff is presented an award of contract to Brandy Electric for electrical improvements at Recreation Park to run scoreboards. The project was listed for open bids. Two bids were received. Brandy Electric is the lowest most responsive bidder.

Motion: Member Manson motioned to approve the award of contract in Brandy Electric.
Member Cooper seconded the motion.

Discussion: None

Vote:	7 Aye	Member Clark	Aye
	0 Nay	Member Collier	Aye
	0 Absent	Member Cooper	Aye
		Member Manson	Aye
		Member Mapes	Aye
		Member Scott	Aye
		Member Trautman	Aye

9. Public Comments

10. Board Member Comments

Member Scott thanked the Maintenance Crew for mowing at the Ridge.
Member Clark thanked the staff for all the hard work and maintaining the trails.
Member Mapes stated that the skatepark looks great and he's looking forward to the new pickleball courts.
Member Trautman thanked Vice-Chairman Clark for covering the meeting. Trautman is excited for the scoreboards.

11. Adjournment

Motion: Member Manson motioned for adjournment.
Member Cooper seconded the motion.

Discussion:

Vote:	7 Aye	Member Clark	Aye
	0 Nay	Member Collier	Aye
	0 Absent	Member Cooper	Aye
		Member Manson	Aye
		Member Mapes	Aye
		Member Scott	Aye
		Member Trautman	Aye

The regular meeting of the Raymore Parks and Recreation Board adjourned at 6:25 p.m.

Respectfully submitted,

Nathan Musteen
Parks & Recreation Director