



AGENDA

Raymore Park Board Special Meeting
City Hall – 100 Municipal Circle
Tuesday, July 9, 2024
6:30 PM

1. Call to Order

2. Roll Call

3. Pledge of Allegiance

4. New Business

A. Missouri Department of Conservation - CAPS Amendment

Reference:

Bill 3907 - CAPS Addendum #1

CAPS - Addendum 1

Staff is presenting an amendment to the Community Assistance Program with the Missouri Department of Conservation to construct a maintenance drive and boat ramp.

5. Board Member Comment

6. Adjournment

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.



CITY OF RAYMORE
AGENDA ITEM INFORMATION FORM

DATE: 7/9/2024

SUBMITTED BY: Nathan Musteen

DEPARTMENT: Parks and Recreation

ITEM CATEGORY: Ordinance

TITLE / ISSUE / REQUEST

Missouri Department of Conservation - CAPS Amendment

STRATEGIC PLAN GOAL / STRATEGY

Goal 2.2.3: Value and protect natural resources and green spaces

FINANCIAL IMPACT

PROJECT TIMELINE

Estimated Start Date

Estimated End Date

STAFF RECOMMENDATION:

Approve

OTHER BOARDS & COMMISSIONS ASSIGNED

LIST OF REFERENCE DOCUMENTS ATTACHED

1. Bill 3907 - CAPS Addendum #1
2. CAPS - Addendum 1

BACKGROUND / JUSTIFICATION

In 2016, the Missouri Department of Conservation and the City of Raymore adopted the Community Assistance Program (CAP) agreement for Johnston Lake. This program maximizes the recreational value of Johnston Lake at Hawk Ridge Park and establishes a fisheries' management plan which includes annual fish stocking, signs and enforcement of state fishing regulations.

In 2019, an amended CAP agreement outlined the responsibilities of both the Missouri Department of Conservation and the City of Raymore as it applies to the care of the facilities constructed in 2016 that provide opportunities for recreational fishing for the public.

Attached is an addendum to the CAP agreement which outlines the responsibilities of both the Missouri Department of Conservation and the City of Raymore as it applies to the construction and use of a new boat/maintenance ramp facility that provides access for the City and MDC to access the lake for maintenance and stocking. This ramp is not for public use.

This amendment includes a 50% grant reimbursement for the construction of the work described in Section 1.L.

If approved, this amendment will go before the City Council for final approval.

"AN ORDINANCE OF THE CITY OF RAYMORE MISSOURI AMENDING THE COMMUNITY ASSISTANT PROGRAM AGREEMENT WITH THE MISSOURI DEPARTMENT OF CONSERVATION FOR JOHNSTON LAKE."

WHEREAS, the City and the Missouri Department of Conservation entered into a Community Assistance Program agreement in 2016 and amended in 2019 to manage and improve amenities near Johnston Lake at Hawk Ridge Park, and:

WHEREAS, the City and the Missouri Department of Conservation have amended the Community Assistance Program to include an access trail and boat ramp for maintenance purposes, and:

WHEREAS, the Missouri Department of Conservation will provide a grant reimbursement for the construction work associated with the access trail and boat ramp covering 50% of the total cost of the project with a maximum commitment of \$28,028.00

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

Section 1. The City Manager is directed and authorized to amend the Community Assistance Program agreement with the Missouri Department of Conservation to include Addendum 1 that includes a reimbursement for 50% of construction costs of an access trail and maintenance boat ramp not to exceed \$28,028.00.

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 22ND DAY OF JULY, 2024.

**BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS APPROVED AND
ADOPTED THIS 12TH DAY OF JULY, 2024, BY THE FOLLOWING VOTE:**

Councilmember Abdelgawad
Councilmember Barber
Councilmember Baker
Councilmember Burke III
Councilmember Circo
Councilmember Engert
Councilmember Holman
Councilmember Mills

ATTEST:

APPROVE:

Erica Hill, City Clerk

Kristofer P. Turnbow, Mayor

Date of Signature

ADDENDUM 1

INFRASTRUCTURE IMPROVEMENTS

The Community Assistance Program Agreement made and entered into on the 23rd day of December, 2019, by and between the City of Raymore and the Missouri Department of Conservation is hereby amended as follows:

Under Section 1.

CITY RESPONSIBILITIES. The City agrees to:

- L. Construct the facilities listed below on Johnston Lake at Hawk Ridge Park. Any facilities constructed pursuant to this Agreement shall be and remain the property of the City.
 - Geo grid 150' x 12' fish stocking trail on southern side of lake
 - Fish stocking boat ramp 50' x 10'; 6" thick reinforced concrete; waterproofed
 - Rip-rap adjacent to both sides of new boat ramp
- M. Upon completion, provide the Department with copies of the invoices and associated payment vouchers for the materials and work described above in Section 1.L.
- N. Comply with all federal and state laws, and local ordinances including (but not limited to) the Americans with Disabilities Act, applicable to the construction and maintenance of the facilities described above.
- O. Ensure that no federal monies are used to fund the City's share of the total project costs.
- P. During the term of this Agreement, maintain in good order and repair all facilities constructed pursuant to this Agreement.

Under Section 2

DEPARTMENT RESPONSIBILITIES. The Department agrees to:

- F. Provide a cash grant reimbursement for the construction work described above in Section 1.L, covering 50% of the total cost up to a maximum Department commitment of \$28,028.00.

Under Section 3

3. JOINT RESPONSIBILITIES AND ACKNOWLEDGEMENTS. Both parties agree that:

- G. All Department and City covenants are subject to appropriations and the availability of funds, and the Department and City recognize that it may be several years before facility development can be undertaken.
- H. In the event of breach or default of this Agreement by the City, or should this Agreement be terminated by the City for other than breach or default by the Department, the City shall reimburse the Department for that portion of the costs of improvements at the Area provided by the Department, minus the total amount actually expended by the City to maintain said Area as previously set out. In the event of breach or default of this Agreement by the Department prior to its expiration date, use without restriction of all improvements installed at the Area with Department funds shall revert to the City at no cost.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the _____ day of _____, 20____.

**MISSOURI DEPARTMENT OF
CONSERVATION**

DEPUTY DIRECTOR - ENGAGEMENT

CITY OF RAYMORE

MAYOR

Attest:

City Clerk